

# CITY COUNCIL AGENDA

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

**WORK SESSION**  
**July 2, 2012**  
**6:00 PM**

## CALL TO ORDER BY MAYOR ROGERS

### 1 ROLL CALL BY THE CITY CLERK

### 2 CONCEPT PLAN - FRIENDSHIP PARK AND FESTIVAL FIELDS

City Council will receive information regarding a concept plan for Friendship park and Festival Fields to enhance park programs, services, and amenities for residents and park visitors and provide direction to staff. For information, discussion and direction only.

### 3 SENIOR SERVICES UPDATE

City Council will receive an update on the City of Avondale Active Adult Program and provide direction on future program funding. For information, discussion and direction.

### 4 ADJOURNMENT

Respectfully submitted,

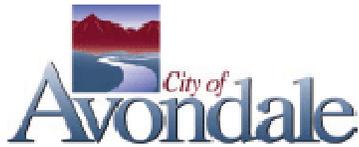
Carmen Martinez  
City Clerk

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

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

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

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



# CITY COUNCIL REPORT

**SUBJECT:**  
Concept Plan - Friendship Park and Festival Fields

**MEETING DATE:**  
July 2, 2012

**TO:** Mayor and Council  
**FROM:** Christopher Reams  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

This is an information and discussion item. Staff is seeking direction and guidance on a concept plan for Friendship park and Festival Fields to enhance park programs, services, and amenities for residents and park visitors.

**BACKGROUND:**

The City of Avondale Parks Recreation and Libraries Department manages operates, and maintains nine (9) city parks. Two (2) regional parks and seven (7) neighborhood parks. Over 300,000 people visit the parks on an annual basis. The parks provide services, programs, and activities for families, amateur sports groups, school, and organizations. Staff would like to propose park enhancements that will improve the quality of service for all park users. The proposed improvements are based on feedback from the various stakeholder groups as follows.

In 2009 staff completed the Parks and Recreation Master Plan. The existing plan was updated to include the identification of a comprehensive system of public recreation and assist in developing the Parks and Recreation portion of the City of Avondale Capital Improvement Plan. The Master Plan process consisted of input from the public, the business community, the amateur sports community, and City Council. Input from the stakeholders included the following opportunities for park growth and development:

- Lack of fields available or league play (Adult baseball)
- Lack of pools and Splash Pads
- Affordable areas for activities
- Insufficient outdoor activities
- Insufficient parking
- More lighted fields
- More activities for all groups
- More non programmed space

In addition, respondents were supportive of allocating City resources for upgrading park facilities. A key point to the Parks Master Plan was that additional parks were not needed, but enhanced to existing parks should be a priority. On October 20, 2011 city staff attended a focus group facilitated by the City of Avondale Economic Development Department to discuss ways to enhance the City of Avondale's ability to attract and promote amateur sports as an economic driver. According to the focus group attendees, the City of Avondale has the facilities to be a leader in amateur sports. However, the fields require a higher level of maintenance and staff dedicated to pursuing regional and national sporting events. On November 21, 2011 and again on February 28, 2012 staff presented the City Council with updates and information on expanding park operations to include high level maintenance, revenue generation from amateur sports, and increasing and enhancing

non-competitive recreation opportunities. City Council provided staff with the following direction:

- Find a balance between being a leader in amateur sports and providing recreational opportunities for the residents
- Seek an appropriate partner for any public/private partnership option

The proposed enhancements will include input from each of the above stakeholder groups.

### **DISCUSSION:**

Avondale parks are used by distinctly different groups.

- Residents include: families, joggers, walkers, dog owners, children
- Non competitive groups include: companies, City recreation and leisure activities, schools, and youth groups
- Competitive groups include: youth and amateur sports groups, organized sports, tournaments (including City run tournaments)

Competitive and non competitive sports groups account for approximately 80 - 90% of the activity at the regional parks (Friendship Park and Festival Fields), 50 - 60% of neighborhood parks that have sports fields, and 100% of the use at Festival Fields. This proposal will concentrate on the regional park use. Staff would like resident participation to increase to at least 50% of the use at the regional parks, which will require enhanced amenities for public use.

The regional parks, as currently configured, do not maximize the sports, leisure, and recreation potential for any of the user groups. A park system can not be all things to all people, but each sector can be enhanced. Competitive sports users request a higher level of maintenance on the sports fields; families request more open play space; and competitive and non-competitive team organizers want more allocation time on the fields. The proposed concept plan will provide enhanced amenities and changes for each group as follows (see attachment 1):

#### Enhanced family amenities

- Multi-use fields 2 and 3 will no longer be a programmed fields and will be open to family greenspace activities
- Residents will be able to check out sports equipment for family play (croquet set, Frisbees, footballs, etc.)
- Expanded ramadas for lager family and organizational gatherings
- Additional parking
- Expanded concessions
- Expanded restrooms
- City owned Bounce house for free play at least once per month
- Completed run/walk path around parks
- Walk/Run Exercise stations
- Disc golf course at Friendship Park
- Expanded Farmers Market and other community activities
- Enhanced lighting for walking and activities

#### Organized sports - Competitive and non competitive

- Organized sports will continue at the following parks: Friendship Park, Festival Fields, Donnie Hale Park, Las Ligas Park
- Football will be located at Festival Fields only to establish more parking at Friendship Park
- The City of Avondale will solicit a sports field manager and maintainer to enhance the sports turf maintenance of Friendship Park and Festival Fields and manage the allocation process of fields four through ten, with an emphasis on increasing regional and national competition

- Permanent fencing around multipurpose fields 4 - 10 to enhance maintenance
- Additional lights on fields 9-10

Future possibilities:

- Expanded Dog Park
- Splash Pad
- Skate or Bike Park
- Review Alcohol Policy

Logan Simpson has been contracted to develop a full concept plan that includes cost estimates of this proposal. Preliminary cost for this proposal would include the following:

Fenced athletic fields	\$130,000
Additional Parking	\$350,000
Expanded Ramadas	\$40,000
Disc Golf Course	\$3,000
Exercise Stations around the park	\$8,000
Small Play Equipment (croquet set, disc golf equipment, Frisbees, etc.)	<u>\$2000</u>
<i>Total Proposed</i>	<i>\$533,000</i>

Funds are allocated in the CIP budget that could be used for the proposed renovations:

PK 1312 - Friendship Park Enhancements	FY 12-13 - \$300,000; FY 14-15 - \$300,000
PK 1105 - Festival Fields	FY 13-14 \$500,00; FY 15-16 \$1,000,000

**BUDGETARY IMPACT:**

This is an information and discussion item. There is no budget impact at this time.

**RECOMMENDATION:**

This is an information and discussion item. Staff is seeking direction and guidance on a concept plan for Friendship park and Festival Fields to enhance park programs, services, and amenities for residents and park visitors.

**ATTACHMENTS:**

Click to download

[Attachment 1 - Friendship Park Aerial](#)



New Potential Access Drives

New Pedestrian Paths/Linkages (Typ.)

New Parking

New Access Road

New Access to Main Park Areas

New Concession Building/Expansion and Plaza

Secondary Fitness Loops (Typ.)

New Trees (Typ.)

Fitness Mile/Station (Typ.)

New Parking (Typ.)

Entry Drive

New Restroom Building

Group Barbeque Pavilion/Plaza

Group Picnic Ramadas (Typ.)

Single-Family Picnic Ramadas (Typ.)

Vehicular Turn-a-round

Potential Entry Drive

New Pedestrian Paths (Typ.)

Maintenance Access Gates

Open Play

Open Play

Bleachers (Typ.)

Entry Gates

Ballfield Fence (Typ.)

Entry Gate

Entry Gates

New Field Lighting (Typ.)

Ballfield Fence (Typ.)

Secondary Fitness Loops (Typ.)

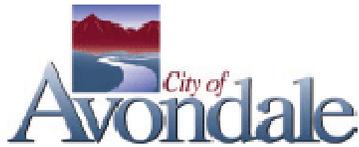
Existing Tree in Dog Park to Remain in Place (Typ.)

New Shade Ramada

Expanded Dog Park (3 Cells)

Fitness Mile/Station (Typ.)

McDowell Road



# CITY COUNCIL REPORT

**SUBJECT:**  
Senior services update

**MEETING DATE:**  
July 2, 2012

**TO:** Mayor and Council  
**FROM:** Christopher Reams, Director of Parks, Recreation & Libraries (623) 333-2412  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this report is to provide the City Council with an update on the City of Avondale Active Adult Program and seek direction on future program funding.

**BACKGROUND:**

The City of Avondale (the City) has contracted with the Area Agency on Aging (AAA) to provide nutritional meals and activities for active adults, homebound adults, and handicapped individuals for over 20 years. The program is in the Parks, Recreation and Libraries Department, Recreation Division. Program operations are managed out of the Avondale Community Center (ACC) at 1007 N. 3rd Street in Avondale.

Services are provided to eligible residents of Avondale, Goodyear, and Litchfield Park and the surrounding area. The senior program staff consists of:

- One (1) Recreation Coordinator
- One (1) Recreation Specialist
- One (1) Senior Program Aide
- Two (2) Cooks
- Five (5) Drivers - All drivers are regular part time employees

All programs and services fall under one of four major areas of responsibility:

- Congregate Meals
- Home Delivered Meals (HDM)
- Center Activities
- Transportation

**DISCUSSION:**

Each program area is outlined as follows:

Congregate Meals

The Congregate Meal program serves meals at the ACC. Staff serves about 40 - 50 meals daily, and approximately 12,000 meals annually. All meals served must meet 1/3 of daily federally mandated nutritional requirements, and all menus are approved by a registered dietician. The average age of participants in the congregate meal program is 74.

Participant breakdown for the congregate program is:

- Avondale residents 64%
- Goodyear residents 20%
- Litchfield Park residents 5%
- Other 11%

### Home Delivered Meals (HDM)

The HDM program delivers meals to homebound and handicapped adults. Avondale staff operates 5 specific meal routes each day, delivers approximately 73 meals each day, and delivers approximately 14,000 meals annually. The average age of HDM participant is 74. Meal options include diabetic and low sodium options.

HDM participation is decreasing due to Federal and state funding decreases. Individuals that do not qualify for subsidized meals may elect to participate in the private pay program. Private pay participants receive meals at a non-reduced rate based on the food and administrative cost. All current private pay participants reside in the City of Goodyear.

Participant breakdown for the HDM program is:

Avondale residents 66%

Goodyear residents 29%

Litchfield Park residents 1%

Other 4%

### Center Activities

Center activities include a variety of recreational, educational, and social activities for the participants. Center activities are conducted at the ACC and at various off site locations, including offsite trips to Casinos, restaurants, recreational outings, and sports activities. Local community groups also provide scheduled activities and programs to participants. Community group activities include: tax assistance, St. Mary's Mobile Pantry Program, American Legion and Rotary Club meal assistance, and Avondale Toyota staff recently volunteered to drive for the HDM program during the annual day of service. Participants are required to register as Senior Program Regular Participants. Registered participants are eligible to become members of the Senior Site Council and receive discounted rates on programs and activities. There are currently 132 registered participants. The average age of activity participants is 76.

There were over 100 participants attending center activities in 29 of the last 30 months. The highest attendance recorded was 132 participants in May, 2011 and the lowest attendance was 98 participants in April 2010. Center activities include: arts and crafts, aerobics, sports skills development, music, excursion, guest speakers, parties and other social gatherings. Participants also participate in fundraising activities. There has been a 13% increase in participation over the last 5 years. Staff is very proud of this statistic because one of the main goals of the program is to create an environment for seniors to actively participate in programming.

Participant breakdown for the Center Activities program is:

Avondale residents 60%

Goodyear residents 22%

Litchfield Park residents 5%

Other 13%

### Transportation

The transportation division began in 2009. The City of Avondale leases 3 vehicles from AAA for use in Transportation and HDM Programs. Transportation services include, the HDM program, rides from participants' homes to and from the community center, and any planned activity at other City of Avondale and surrounding City locations including: libraries, American Sports Center, local restaurants, and parks. Transportation is not provided for medical rides or rides for shopping. Staff transports over 40 passengers each day and approximately 6,500 rides annually.

Participant breakdown for the Transportation program is:

Avondale residents 65%

Goodyear residents 26%

Litchfield Park residents 5%  
Other 4%

### Program Funding

The projected annual cost for the City of Avondale Active Adult Program for FY 2012-13 is \$461,115. Sixty five percent of program funding is grant income from the AAA. Other funds come from grants, donations, participants, other municipalities, City of Avondale general funds and in-kind support as follows:

AAA Grant - \$300,564 (65%)  
Donations from participants - \$4350 (1%)  
City of Avondale Program Contribution - \$156,201 (34%)  
-- City of Avondale General Fund - \$117,701  
-- City of Avondale In-Kind - \$37,500

### ***Total program cost is \$461,115***

The City of Avondale also requests funding from the City of Goodyear and the Litchfield Park to offset some of the cost of non-Avondale participants. The City of Goodyear contributed \$16,500 in FY 11 and Litchfield Park contributed \$2,200. No change is expected in funding levels received from Goodyear or Litchfield Park in FY 12. Full funding from both cities will reduce the City of Avondale program contribution by an additional 4%.

The City of Avondale is also eligible for additional year end funding from AAA. Year-end funding for program enhancements is only provided when funds are available. The City of Avondale also receives funds from the United Way ongoing donation program. The City of Avondale Active Adult Program began receiving funds in FY11. Funds can average about \$30,000 per year. Donations of \$30,000 will decrease the City of Avondale program contribution by an additional 6%.

Participant donations are limited to what the participant can afford to contribute. Federal donations that come through AAA require participating cities to follow the guidelines of the Older Americans Act of 1965. One of the provisions of the Act states that participants must be given the opportunity to donate to the cost of the program. However, participants cannot be required to pay for meals or transportation.

### Program Successes and Challenges

The Avondale Active Adult Program has experienced both success and challenges.

Program success includes:

- Arizona Parks & Recreation Award Winner in 2009 & 2011
- Arizona Parks and Recreation Volunteer of the Year - J. Walter Fisch
- Participate in 3 evidenced based health programs
- Program is a benchmark used for other older adult centers
- The Program is being considered for the Village Network Pilot Program: a new aging in place model sponsored by Area Agency & MAG Aging Services Project
- One of a handful of programs in the Phoenix area that is experiencing growth

Program challenges include:

The Avondale Active Adult Program is a recreation and leisure based program. However, the aging and declining health of some of the participants create a challenge when the need for advanced care increases. Some patrons experience increased levels of dementia, Alzheimers, or other ailments that may restrict participation. Staff is not trained or certified for managed adult day care. Participants are not allowed to participate in activities if the participant is unable to perform certain medical and hygienic functions without assistance.

AAA has experienced reduced funding over the last few years and the downward trend is expected to continue. Funding reductions have not caused any major hardships for the City of Avondale program to this point. The City is required to contribute at least a 10% match in order to receive funding from AAA. The City program match has ranged from 18 - 27% over the last three years. Other municipalities that receive funding from AAA contribute varying amounts. The City of Avondale contributes less funding toward Active Adult programming than neighboring cities. However, the City of Avondale also provides services to non-Avondale resident; including, Litchfield Park, the City of Goodyear, and portions of Phoenix and Maricopa County, therefore the AAA portion for the City of Avondale program is higher in order to accommodate non-Avondale participants.

If the City of Avondale continues to receive funding from the United Way, Goodyear, and Litchfield Park, the annual City of Avondale program match can be reduced from 34% to 24%. Current area municipality contribution rates are estimated as follows:

Avondale - 24 - 34% (pending additional income)

Tolleson - 55%

Buckeye - 70%

Gila Bend - 71%

AAA funding requires a minimum match of 10%. Most municipalities do not have a maximum contribution amount established. The City of Avondale does not have an established program contribution limit either. If funding from AAA is reduced the City of Avondale contribution would have to increase proportionately in order to maintain current service levels. Municipalities that are served by the City of Avondale would also have to increase their contributions to the City of Avondale or risk reductions in service.

Staff seeks direction from the City Council on establishing a General Fund program contribution ceiling. Staff recommends establishing a program contribution limit of 40%. This percentage takes into consideration the non-Avondale participants. Historically, the City has maintained a contribution level from 18% to a projected 34% with additional outside funding. The City contribution is not significant but the Avondale share has increased slightly since FY09:

FY 09 15% (Additional ARRA Funding Received)

FY 10 23%

FY 11 30%

FY 12 Projected 34%

Staff will continue to seek outside funding from the municipalities that are served by the City of Avondale and will continue to participate in the united way donation program. However, once the program match ceiling has been reached, non-Avondale resident service levels will be reduced in direct proportion to funding shortfalls, followed by reductions in Avondale resident service levels.

Staff does not expect City funding contribution increases above the suggested ceiling for the foreseeable future. However, establishing a City of Avondale contribution limit will provide staff with the necessary direction to make both short term and strategic program planning decisions.

The City of Avondale program contribution based on specific funding limits would be as follows:

34% \$156,779

40% \$184,446

50% \$230,557

75% \$345,836

100% \$461,115

Percentages are based on a program budget of \$461,115.

**BUDGETARY IMPACT:**

Discussion and Direction Item Only

**RECOMMENDATION:**

This is an information and discussion item only. Staff provided City Council with a City of Avondale Active Adult program update and seeks direction on one of the following two funding options:

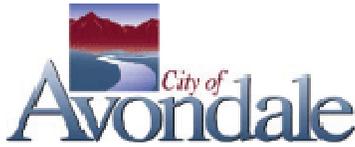
Option 1. Establish a City contribution program match limit of 50%. Service levels will be reduced once this point is reached.

Option 2. Do not add a program match limit at this time. Staff will provide the City Council with an annual program update as part of the City annual budget process. A determination on program funding will have to be made each year.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL AGENDA

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

REGULAR MEETING  
July 2, 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**

1. Work Session of June 18, 2012
2. Regular Meeting of June 18, 2012
3. Special Meeting of June 18, 2012

**b. CONTRACT RENEWAL - AREA AGENCY ON AGING (AAA)**

City Council will consider a request to approve the contract for FY 2012-2013 with the Area Agency on Aging in the amount of \$300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations, and Transportation and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents. The Council will take appropriate action.

**c. FIRST AMENDMENT TO DEVELOPMENT AGREEMENT WITH PHOENIX SPEEDWAY CORPORATION**

City Council will consider a request to approve the First Amendment to a development agreement between the City of Avondale and Phoenix Speedway Corporation and authorize the Mayor or City Manager and the City Clerk to execute the proper documents. Council will take the appropriate action.

**d. FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - CAPITALEDGE ADVOCACY LLC**

City Council will consider a request to approve the fourth amendment to the Professional Services Agreement with CapitalEdge Advocacy LLC in an amount not to exceed \$69,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **RESOLUTION 3054-712 - MEMORANDUM OF UNDERSTANDING RELATING TO AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT**

City Council will consider a resolution approving a Memorandum of Understanding relating to an Edward Byrne Memorial Justice Assistance Program Grant to receive funding in the amount of \$26,984 for the purpose of maintaining a temporary Records Clerk position in the Police Department and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **RESOLUTION 3055-712 - FIFTH AMENDMENT TO INTERGOVERNMENTAL AGREEMENT FOR LIBRARY RECIPROCAL BORROWING**

City Council will consider a resolution authorizing the Fifth Amendment to the Intergovernmental Agreement with the Maricopa County Library District decreasing the Reciprocal Borrowing Program reimbursement rate from \$28.50 to \$25 per patron and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **RESOLUTION 3058-712 - SETTING THE PROPERTY TAX LEVY FOR FY 2012-2013 IN THE AMOUNT OF \$4,595,850**

City Council will consider a Resolution setting the Property Tax Levy for fiscal year 2012-2013 in the amount of \$4,595,850. The Council will take appropriate action.

h. **RESOLUTION 3059-712 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK**

City Council will consider a resolution approving and Intergovernmental Agreement with the City of Litchfield Park relating to the annexation/deannexation of Wigwam Creek and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

4 **FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT - CORPORATE TECHNOLOGY SOLUTIONS LLC**

City Council will consider a request to approve the First Amendment to the Cooperative Purchasing Agreement with Corporate Technology Solutions LLC for telecommunications cabling and optical fiber systems services in an annual amount not to exceed \$75,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **COOPERATIVE PURCHASING AGREEMENT- INSIGHT PUBLIC SECTOR, INC. FOR TELECOMMUNICATIONS EQUIPMENT AND SERVICES**

City Council will consider a request to approve a cooperative purchasing agreement with Insight Public Sector, Inc., under a U.S. Communities contract, for the purchase of telecommunications, server, uninterruptible power supply, and electrical equipment and services in a maximum aggregate amount of \$1,200,000 over the life of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **COOPERATIVE PURCHASING AGREEMENT - INSIGHT PUBLIC SECTOR, INC. FOR NETWORK EQUIPMENT AND SERVICES**

City Council will consider a request to approve a cooperative purchasing agreement with Insight Public Sector, Inc., under a State of Arizona contract, for the purchase of network equipment and services for a total maximum aggregate amount of \$850,000 over the life of the agreement and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 **UPDATE ON PROGRESS TOWARD ACHIEVEMENT OF COUNCIL GOALS**

Staff will provide an update on the progress that has been made toward achieving the goals for Fiscal Year 2011-12, which were developed by the City Council during their budget planning retreat held on November 28, 2011. The council will discuss and provide direction to staff.

**8 EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**9 ADJOURNMENT**

Respectfully submitted,



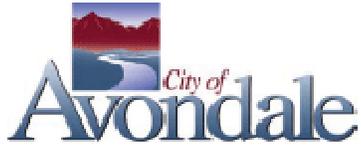
Carmen Martinez  
City Clerk

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

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



# CITY COUNCIL REPORT

**SUBJECT:**  
APPROVAL OF MINUTES

**MEETING DATE:**  
July 2, 2012

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

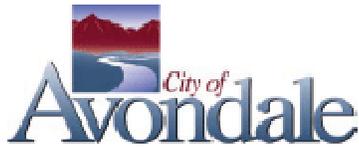
**PURPOSE:**

1. Work Session of June 18, 2012
2. Regular Meeting of June 18, 2012
3. Special Meeting of June 18, 2012

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**

Contract Renewal - Area Agency on Aging (AAA)

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council approve the contract for FY 2012-2013 with the Area Agency on Aging (AAA) in the amount of \$300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations, and Transportation and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

**BACKGROUND:**

The City of Avondale has contracted with AAA to provide nutritional meals and activities for active adults and handicapped individuals for over twenty (20) years. Services are provided to eligible residents in Avondale, Goodyear, and Litchfield Park. These services include the congregate meals program, the home delivered meals program, the multipurpose center operations program and transportation programs.

**DISCUSSION:**

AAA has awarded the City of Avondale \$300,564 of program funds, which will provide funds for services to the active adult population. This funding is a continuation of the grant which was renewed in FY 12. These funds will be used to provide meals, activities, programs, guest speakers and transportation to active adults at the Avondale Community Center.

AAA has also provided the City of Avondale with three vehicles for program use: 2 Ford Escapes and 1 Eldorado Bus. The vehicles are used to delivery meals to homebound clients, transporting seniors to and from their homes to the Avondale Community Center, and for programmed activities that require transportation. The annual vehicle lease to the City of Avondale is \$3.

**BUDGETARY IMPACT:**

Funds for AAA services provided under the terms of this agreement are included in the City of Avondale budget for FY 2012 - 2013 as part of the Parks Recreation and Libraries operating budget:

202-7120 - Congregate Meals

202-7121 - Home Delivered Meals

202-7122 - Multipurpose Center Support/Operations (MCSO)

202-7123 - Transportation

**RECOMMENDATION:**

Staff is recommending that the City Council approve the contract for FY 2012-2013 with the Area Agency on Aging (AAA) in the amount of \$300,564 to provide services for Congregate Meals, Home Delivered Meals, Multipurpose Center Operations, and Transportation and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

## ATTACHMENTS:

Click to download

[Contract](#)

**Contract #2013-05-AVO**

**CONTRACT FOR SERVICES BETWEEN**

**Area Agency on Aging, Region One, Incorporated AND**  
**1366 E. Thomas Road, Suite 108**  
**Phoenix, Arizona 85014**  
**602-264-2255 fax: 602-230-9132**

**City of Avondale**  
**11465 West Civic Center Drive**  
**Avondale, Arizona 85323**  
**623-333-1000 fax:623-333-0100**  
**EIN #866000233**

**DURATION OF THE CONTRACT, FY 2012:** July 1, 2012 and shall end June 30, 2013.

**CONTACT INFORMATION FOR NOTICES**

*Signatories:* Mary Lynn Kasunic, President & CEO  
*Programmatic Authority:* Jim Knaut, Sr. Vice President  
Contract Administration  
*Daily Contacts:* Jill Poe, Program Specialist

Charles McClendon, City Manager  
Chris Reams, Parks, Recreation and  
Libraries Director  
Francis McCoy, Recreation Coordinator

**REIMBURSEMENT PAYMENTS SHALL BE MAILED TO:**

Steven Montague, Controller, same address as above

**This Contract is entered into by and between City of Avondale, hereafter referred to as Contractor, and Area Agency on Aging, Region One, Incorporated, hereafter referred to as Area Agency. The Contractor, in consideration of the covenants and conditions set forth herein, shall provide and perform the services as set forth in the Uniform Terms and Conditions, Special Terms and Conditions, Scope(s) of Work, Service Specification(s), Contract Supporting Document, and other Area Agency manuals, policies, and directives. Contractor hereby affirms that all insurance and indemnification requirements as set forth in this contract have been met and shall be maintained fully throughout the terms of this contract. Further, Contractor will supply to Area Agency the required certificates of insurance including all required “additional insured” as identified in this contract. All rights and obligations of the parties shall be governed by the terms of this document, and shall include any subcontracts and the approved budget and / or unit rates and contract budget ceilings.**

**Notice under this Contract shall be given by personal delivery or by mail to the persons indicated above and shall be effective upon receipt by the party to whom addressed unless otherwise indicated in said notice.**

**IN WITNESS WHEREOF, the parties enter into this Contract:**

**AREA AGENCY ON AGING,  
REGION ONE, INCORPORATED**

**CITY OF AVONDALE**

\_\_\_\_\_  
Signature and Date

**Mary Lynn Kasunic, President & CEO  
Area Agency on Aging Director**

\_\_\_\_\_  
Signature and Date

**Charles McClendon, City Manager**

**CONTRACT SUMMARY**  
FIXED PRICE WITH PRICE ADJUSTMENT

CONTRACT #: 2013-05-AVO

CONTRACTOR: City of Avondale

Document *Original Contract*

Contract Term July 1, 2012 to June 30, 2013

**Contract Payment Ceiling for All Services:** TOTAL: \$ 300,564

**CONTRACT OPERATING BUDGET**

<b>REVENUE</b>	<b>Congregate Meals</b>	<b>Home Delivered Meals</b>	<b>Multipurpose Operations</b>	<b>Transportation</b>	<b>TOTAL</b>
Area Agency	77,586	124,294	48,946	49,738	300,564
Project Income	2,280	2,000	-	70	4,350
Non-Fed Inkind	7,875	10,312	18,750	-	36,937
Non-Fed Cash	38,625	42,311	27,898	10,430	119,264
Other Federal	-	-	-	-	-
<b>TOTAL</b>	<b>126,366</b>	<b>178,917</b>	<b>95,594</b>	<b>60,238</b>	<b>461,115</b>
<b>EXPENSES</b>					
Personnel	48,079	64,090	51,480	36,920	200,569
ERE	14,425	19,523	15,444	8,122	57,514
Prof&Outside	-	-	-	-	-
Travel	-	11,621	-	14,996	26,617
Space	12,939	18,600	20,950	-	52,489
Equipment	-	-	-	-	-
Materials/Supl	45,410	58,006	2,300	200	105,916
Operating Svc	5,513	7,077	5,420	-	18,010
Indirect	-	-	-	-	-
<b>TOTAL</b>	<b>126,366</b>	<b>178,917</b>	<b>95,594</b>	<b>60,238</b>	<b>461,115</b>
Units	14,000	20,000	2,917	7,500	
Unit Rate	\$ 9.03	\$ 8.95	\$ 32.77	\$ 8.03	

## UNIFORM TERMS AND CONDITIONS

- 1. Definitions of Terms** As used in this contract, the terms listed below are defined as follows:
- a. *Area Agency* means the Area Agency on Aging, Region One, Incorporated.
  - b. *Begin Date* means the date that the Contractor may start to provide services under this contract. The Contractor will not be paid or reimbursed for contract services provided prior to the Begin Date. Payments or reimbursements shall not be made under this contract until the effective date of this contract.
  - c. *Compensation* means that part of this contract that contains the approved method of payment or reimbursement which may include a budget or fee or rate for the delivery of services pursuant to this contract. Compensation also means Cost or Price.
  - d. *Contract* means the combination of the Solicitation, including the Uniform and Special Instructions to offerors, the Uniform and Special Terms and Conditions, Specifications and Scopes of Work; the Offer and any Best and Final Offer(s); Methodologies and Work Statements; any Solicitation or Contract Amendments; and any terms implied by law.
  - e. *Contract Amendment* means a written document signed by the Area Agency President/Chief Executive Officer (CEO) that is issued for the purpose of making changes in the Contract.
  - f. *Contract Expenditures* means expenditures made by the Contractor during the term of this Contract and pursuant to the approved budget and compensation terms and methods.
  - g. *Contract Monitor* means the Area Agency staff person who is assigned managerial responsibility for the contract.
  - h. *Contract Operating Budget* means the Contractor's itemized then condensed operating budget as approved through a Solicitation or Amendment.
  - i. *Contractor* means any person, agency, entity that has a Contract with the Area Agency. Contractor shall also be referred to as Provider.
  - j. *Contract Term* means the period of time from the contract Begin Date to the contract termination date as awarded, extended, or terminated based on these contract provisions.
  - k. *Days* means calendar days unless otherwise specified.
  - l. *Effective Date* means the date that the Area Agency President/CEO or designee signs the contract, unless another date is specifically stated in the contract.
  - m. *Eligible Persons* means the persons determined eligible for contract services in accordance with the criteria set forth by this contract.
  - n. *Equipment* means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$1,000 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., taxes, freight, installation, assembly and testing charges, etc.) and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land buildings, structures, or facilities' improvements).
  - o. *Fiscal Year* means the period beginning with July 1 and ending June 30.
  - p. *Gratuity* means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - q. *Materials* means all property, including equipment, supplies, printing, insurance, and leases of property but does not include land, a permanent interest in land or real property or leasing space.
  - r. *Offer* means bid, proposal, or quotation or *Solicitation*
  - s. *Procurement Officer* means the Area Agency President/CEO or designee who is duly authorized by Area Agency to enter into and administer contracts and make written determinations with respect to the contract.
  - t. *Quarter* means fiscal quarters July-September, October-December, January-March, and April-June.
  - u. *Reimbursement Ceiling* means the maximum amount payable by Area Agency to the

Contractor under this Contract.

- v. *Scope of Work* means the Arizona Department of Economic Services or Area Agency description of service(s) to be provided pursuant to this contract. Scope of Work also means *Service*.
- w. *Services* means the furnishing of labor, time, product, or effort by a Contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- x. *Solicitation* means an invitation for bids, a request for proposals, request for quotation, request for qualifications or *Offer*.
- y. *State* means the State of Arizona and the Department of Economic Security.
- z. *Subcontract* means any contract, expressed or implied, between the Contractor and another party or between the Contractor's subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or providing any service required for the performance of the Contract.

2. **Contract Interpretation** The materials and services supplied under this contract shall comply with all applicable federal, state, and local laws, and the Contractor shall maintain all applicable license and permit requirements.
- a. Arizona Law The law of Arizona applies to this contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
  - b. Implied Contract Terms Each provision of law and any terms required by law to be in this contract are a part of this contract as if fully stated in it.
  - c. Contract Order of Precedence In the event of a conflict in the provisions of the contract, as accepted by the Area Agency and as it may be amended, the following shall prevail in the order set forth below:
    - i. Special Terms and Conditions;
    - ii. Uniform Terms and Conditions;
    - iii. Provider Specific Terms for Programs with ALTCS Funded Services
    - iv. Provider Specific Terms
    - v. Statement, or Scope of Work,
    - vi. Service Specifications;
    - vii. Area Agency manuals, policies and directives;
    - viii. Contract Supporting Documents as approved by Area Agency,
    - ix. Documents referenced or included in the solicitation.
  - d. Contract Supporting Documents Contract Supporting Documents constitutes specific documents included by reference in this contract. The Contract Supporting Document is submitted by the Contractor to Area Agency to validate information pertinent and accountable to this contract. The Contract Supporting Document is approved by the Area Agency and includes any one or all of the following:
    - i. Contracted Service Methodology(s),
    - ii. Contractor Assurances Statements
    - iii. Disclosure of Substantial Interest, and
    - iv. Any other proposal related documents as required by Area Agency.
  - e. Vehicle Lease All provisions of this contract are applicable to and extended to any Vehicle Lease that may be initiated between Contractor and Area Agency during the terms of this contract.
  - f. Relationship of Parties
    - i. The Contractor under this contract is an independent Contractor. Neither party to this contract shall be deemed to be the employee or agent of the other party to the contract.
    - ii. In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this contract, the Contractor or their personnel will not be represented by the Area

- Agency or other funding source within this contract.
- iii. Taxes or Social Security payments will not be withheld from an Area Agency payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.
  - g. Severability The provisions of this contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the contract.
  - h. No Parole Evidence This contract 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 used in this contract and no other understanding either oral or in writing shall be binding.
  - i. No Waiver Either party's failure to insist on strict performance of any term or condition of the contract 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 to it.

### **3. Contract Administration and Operation**

- a. Records The Contractor shall retain and shall contractually require each subcontractor to retain all data and other records relating to the acquisition and performance of the contract for a period of five years after the completion of the contract. All records shall be subject to inspection and audit by Area Agency at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records. Contract service records will be maintained in accordance with prescribed Area Agency policies and procedures.
- b. Non-Discrimination The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable federal and state laws, rules and regulations, including the Americans with Disabilities Act.
- c. Audit At anytime during the term of this contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the Area Agency and, where applicable, the state or federal government, to the extent that the books and records relate to the performance of the contract or subcontract.
- d. Facilities Inspection and Materials Testing The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this contract. The Area Agency shall also have the right to test, at its own cost, the materials to be supplied under this contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the Area Agency determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the Area Agency for testing and inspection.
- e. Notices All notices under this contract shall be directed in writing to the persons and addresses as specified in this contract, or to such other persons and/or addresses as either party may designate to the other by notice. In the event that no person is designated to receive notices then notices shall be sent to the contract signatory.
  - i. The Area Agency President/CEO and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
  - ii. The Contractor shall give written notice to Area Agency of changes to the following and a written amendment to the contract shall not be necessary:
    - 1. Change of address and/or telephone number;
    - 2. Change in Contract Authorized Signatory and his/her designee;
    - 3. Change in the name of the Contractor, where the ownership or responsible entity remains the same;
    - 4. Changes in the name and/or address of the person to whom notices are to be sent;
    - 5. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this contract; or

6. In a fixed price with price adjustment contract, whenever there is less than a 10% increase in any budget category; any such increase must be offset by an equal value decrease in another budget category or categories or equal value increase in Contractor funds.
- f. Advertising, Publishing and Promotion of Contract
    - i. The Contractor shall not use, advertise, or promote information for commercial benefit concerning this contract without the prior written approval of the Area Agency President/CEO or designee.
    - ii. Any advertisement, publication, or other media of promotion of contracted services must include the following statement: *Services are funded in part by Area Agency on Aging, Region One, Incorporated.*
    - iii. The Contractor shall provide to Area Agency for review and approval all reports or publications (written, visual or sound) which are funded or partially funded under this contract, a minimum of fifteen (15) calendar days prior to public release.
    - iv. All reports and publications whether written, visual or verbal shall contain the following statement: *This program is funded through a contract with the Area Agency on Aging, Region One Incorporated. Any points of view are those of the author and do not necessarily represent the official position or policies of the Area Agency or related funders.*
  - g. Property of the Area Agency Any materials, including reports, computer programs and other deliverables, created under this contract are the sole property of Area Agency. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of Area Agency.
  - h. Ownership of Intellectual Property Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract (“Intellectual Property”), shall be work made for hire and the Area Agency shall be considered the creator of such Intellectual Property. The Area Agency in requesting the issuance of this contract shall own (for and on behalf of the Area Agency) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the Area Agency, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the Area Agency and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the Area Agency. The Intellectual Property shall not be disclosed by Contractor or its subcontractor(s) to any entity not the Area Agency without the express written authorization of the Area Agency President/CEO.

#### **4. Costs and Payments**

- a. Payments Payments shall comply with requirements of A.R.S. Title 35 and 41. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the Area Agency.
- b. Delivery Unless stated otherwise in the contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.
- c. Applicable Taxes
  - i. Payment of Taxes: The Contractor shall be responsible for paying all applicable taxes.
  - ii. State and Local Transaction Privilege Taxes: The State of Arizona and the Area Agency is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.
  - iii. Tax Indemnification: Contractor and all subcontractors shall pay all Federal, state, and local taxes applicable to its operation and any persons employed by the Contractor.

Contractor shall, and require all subcontractors to hold the State of Arizona, Area Agency, and its funders harmless from any responsibility for taxes, damages, and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Workmen's Compensation.

- iv. **IRS W9 Form:** In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the Area Agency, unless not required by law.
- d. **Availability of Funds for the Next Fiscal Year** Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the State or the Area Agency for any payment may arise under this Contract beyond the current fiscal year until funds are made available for performance of this Contract.
- e. **Availability of Funds for the Current Fiscal Year** Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State and/or the Area Agency may take any of the following actions:
  - i. Accept a decrease in price offered by the Contractor;
  - ii. Cancel the Contract
  - iii. Cancel the Contract and re-solicit the requirements

## **5. Contract Changes**

- a. **Amendments** This contract is issued under the authority of the Area Agency President/CEO who signed this contract. The contract may be modified only through a contract Amendment within the scope of the contract issued under the authority of the Area Agency President/CEO. Changes to the contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the Area Agency President/CEO in writing or made unilaterally by the Contractor are violations of the contract and of applicable law. Such changes, including unauthorized written contract amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this contract based on those changes.
  - i. A written amendment to this contract shall be required whenever there is a material change in the content including but not limited to the following:
    - 1. Reimbursement ceiling;
    - 2. Contract term if extended and/or reduced without terminating the contract;
    - 3. Service delivery plan, the scope of work, or the level/units of service to be provided;
    - 4. Rate paid per unit of service;
    - 5. Ownership or legal entity responsible for the contract; or
    - 6. For any other change in the terms and conditions of the contract which Area Agency deems substantial.
  - ii. Where a change does not fall in any of the categories listed in the above items, the Contractor must obtain approval from the Area Agency President/CEO prior to effecting the change.
- b. **Subcontracts** The Contractor shall not enter into any subcontract under this contract for the performance of this contract without the advance written approval of the Area Agency President/CEO. Area Agency will not allow a subcontract for any direct client / participant services, but may approve ancillary subcontracts for operational functions not related to direct client / participant services.
  - i. A request for approval of a subcontract must at least meet the following requirements.
    - 1. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities.
    - 2. The subcontract shall incorporate by reference all of the terms and conditions of this contract.
    - 3. The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to Area Agency within five (5) calendar days of execution.

- ii. Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.
- c. Assignment and Delegation The Contractor shall not assign any right nor delegate any duty under this contract, without the prior written approval of the Area Agency President/CEO. Area Agency shall not unreasonably withhold approval.

## 6. Risk and Liability

- a. Risk of Loss The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- b. Indemnification
  - i. Contractor/Vendor Indemnification (Not Public Agency): The parties to this contract agree that the Area Agency and the State of Arizona, ~~it's~~ its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the Area Agency or the State as a result of entering into this contract. However, the parties further agree that the Area Agency and the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its' own negligence. Each party to this contract is responsible for its' own negligence.
  - ii. Public Agency Language Only: Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') 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.
- c. Indemnification – Patent and Copyright The Contractor shall indemnify and hold harmless both Area Agency and the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of contract performance or use by the Area Agency or the State of materials furnished by Contractor or work performed under this contract by Contractor. The Area Agency shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph.
- d. Force Majeure
  - i. Except for payments of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.
  - ii. Force Majeure shall not include the following occurrences:
    - 1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
  3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.
- iii. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.
  - iv. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.
- e. Third Party Antitrust Violations The Contractor assigns to the Area Agency any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor toward fulfillment of this contract.

## 7. Warranties

- a. Liens The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- b. Services The Contractor warrants that all services provided under this contract shall conform to the requirements stated herein and any amendments hereto. The Area Agency's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Area Agency President/CEO may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this contract in the manner and to the same extent as the services originally furnished.
- c. Quality Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the Area Agency of the materials, they shall be:
  - i. Of a quality to pass without objection in the trade under the contract description;
  - ii. Fit for the intended purposes for which the materials are used;
  - iii. Within the variations permitted by the contract and are of even kind, quantity, and quality within each unit and among all units;
  - iv. Adequately contained, packaged, and marked as the contract may require; and
  - v. Conform to the written promises or affirmations of fact made by the Contractor.
- d. Fitness The Contractor warrants that any material supplied to the Area Agency shall fully conform to all requirements of the contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the contract.
- e. Inspection/Testing The warranties set forth in subparagraphs Liens, Quality, and Fitness of this section are not affected by inspection or testing of or payment for the materials by the Area Agency.
- f. Year 2000
  - i. Notwithstanding any other warranty or disclaimer of warranty in this Contract, the Contractor warrants that all products delivered and all services rendered under this Contract shall comply in all respects to performance and delivery requirements of the specifications and shall not be adversely affected by any date-related data Year 2000 issues. This warranty shall survive the expiration or termination of this Contract. In addition, the defense of *force majeure* shall not apply to the Contractor's failure to perform specification requirements as a result of any date-related data Year 2000 issues.
  - ii. Additionally notwithstanding any other warranty or disclaimer of warranty in this

Contract, the Contractor warrants that each hardware, software, and firmware product delivered under this Contract shall be able to accurately process date/time data (including but not limited to calculation, comparing, and sequencing) from, into, and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations, to the extent that other information technology utilized by the Area Agency in combination with the information technology being acquired under this Contract properly exchanges date-time data with it. If this Contract requires that the information technology products being acquired perform as a system, or that the information technology products being acquired perform as a system in combination with other Area Agency information technology, then this warranty shall apply to the acquired products as a system. The remedies available to the Area Agency for breach of this warranty shall include, but shall not be limited to, repair and replacement of the information technology products delivered under this Contract. In addition, the defense of *force majeure* shall not apply to the failure of the Contractor to perform any specification requirements as a result of any date-related data Year 2000 issues.

g. Compliance with Applicable Laws

- i. The materials and services supplied under this contract shall comply with all applicable federal, state and local laws, and the Contractor shall maintain all applicable license and permit requirements. Any changes in the governing laws, rules and regulations during the term of this contract shall apply but do not require an amendment to this contract.
- ii. Contractor shall comply with the laws, rules, regulations and standards contained within the Omnibus Budget Reconciliation Act of 1981 (Public Law 97-35) including Section 2352 "Title XX Block Grants;" Title 45 Code of Federal Regulations Parts 74 and 96; and the Arizona Title XX Social Services Plan.
- iii. Contractor shall comply with the laws, rules, regulations and standards contained within Title III of the Older Americans Act, as amended; Title 45 Code of Federal Regulations, Part 74 (except Subpart N); Title 45 of the Code of Federal Regulations parts 1320, 1321, 1324, and 1326. In accordance with Title 45 Code of Federal Regulations, Part 1321.51, the Area Agency shall afford the Contractor an opportunity for a hearing when required by the provisions of this part.
- iv. Contractor shall comply with the provisions of A.R.S. Sections §46-251 through §46-253, Supplemental Payments Program.
- v. The laws and regulations of the State of Arizona shall govern the rights of the parties, the performance of this contract and any disputes there under. Any action relating to this contract shall be brought in Arizona court.
- vi. The Contractor shall comply with the requirements of the Health Insurance Portability and Accountability Act of 1996 (Public Law 104-191) and all applicable implementing Federal regulations. The Contractor shall notify Area Agency no later than one hundred and twenty (120) days prior to any required compliance date if the Contractor is unwilling to or anticipates that it will be unable to meet these requirements. Receipt by the Area Agency of a notice of anticipated inability or unwillingness to comply with these requirements constitutes grounds for the termination of this contract.

h. Survival of Rights and Obligations after Contract Expiration or Termination

- i. Contractor's Representations and Warranties: All representations and warranties made by the Contractor under this contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. §12-510, except as provided in A.R.S. §12-529, the Area Agency or State are not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.
- ii. Purchase Orders: The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Area Agency President/CEO including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of the Contract.

## 8. Contractual Remedies

- a. Right to Assurance If Area Agency in good faith has reason to believe that the Contractor does not intend to or is unable to perform or continue performing under this contract, the Area Agency President/CEO may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of days specified in the demand may at Area Agency's option, be the basis for terminating the contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract..
- b. Stop Work Order
  - i. The Area Agency, at any time, by written order to the Contractor, may require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the Area Agency after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.
  - ii. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Area Agency President/CEO shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- c. Non Exclusive Remedies The rights and the remedies of the Area Agency under this contract are not exclusive.
- d. Nonconforming Tender Materials or services supplied under this contract shall fully comply with the contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services the Area Agency may terminate the contract for default under applicable termination clauses in the contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- e. Right of Offset Area Agency shall be entitled to offset against any sums due the Contractor any expenses or costs incurred by the Area Agency or damages assessed by the Area Agency concerning the Contractor's nonconforming performance or failure to perform the contract, including expenses, costs and damages described in these Uniform Terms and Conditions.

## 9. Contract Termination

- a. Cancellation for Conflict of Interest Pursuant to A.R.S §38-511, Area Agency may cancel this contract within three (3) years after contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the Area Agency is or becomes at any time while the contract or an extension of the contract is in effect an employee of or a consultant to any other party to this contract with respect to the subject matter of the contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this contract as provided in A.R.S §38-511.
- b. Gratuities The Area Agency may, by written notice to the Contractor, terminate this contract in whole or in part if Area Agency determines that employment or a gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the Area Agency for the purpose of influencing the outcome of the procurement or securing the contract, an amendment to the contract, or favorable treatment concerning the contract, including the making of any determination or decision about contract performance. The Area Agency, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the Contractor.
- c. Suspension or Debarment The Area Agency may, by written notice to the Contractor,

- immediately terminate this contract if the Area Agency determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the Contractor is not currently suspended or debarred. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the Area Agency. If a Contractor has, prior to or during this contract, been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, the Contractor shall disclose that information to Area Agency.
- d. Termination for Convenience The Area Agency reserves the right to terminate the contract, in whole or in part at anytime, when in the best interests of the Area Agency without penalty or recourse. In addition, the Area Agency has the right to terminate the contract upon the contractor's noncompliance which does or may jeopardize any Area Agency fund source requirements, standards, or expectations. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the Area Agency. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to Area Agency upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. The Contractor may terminate this contract at any time by providing at least sixty (60) days written notice to the Area Agency.
- e. Termination for Default
- i. In addition to the rights reserved under the contract, Area Agency may terminate the contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the contract. The Area Agency President/CEO shall provide written notice of the termination and the reasons for it to the Contractor by certified mail, return-receipt requested.
  - ii. Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the contract shall become the property of and be delivered to the Area Agency on demand.
  - iii. This contract is voidable and subject to immediate termination by Area Agency upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the contract and/or any rights there under without Area Agency's prior written approval.
  - iv. Area Agency may, upon termination of this contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this contract. The Contractor shall be liable to the Area Agency for any excess costs incurred by the Area Agency in procuring materials or services in substitution for those due from the Contractor.
  - v. This contract may immediately be terminated if Area Agency determines that the health or welfare or safety of service recipients is endangered.
- f. Continuation of Performance Through Termination The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

**10. Contract Claims** All contract claims or controversies under this contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

**11. Arbitration** The parties to this contract agree to resolve all disputes arising out of or relating to this contract through arbitration, after exhausting applicable administrative review, to the extent required by A.R.S. §12-1518, except as may be required by other applicable statutes (Title 41).

## SPECIAL TERMS AND CONDITIONS

1. **Definitions** In addition to the terms and conditions defined in Section 1 of the *Uniform Terms and Conditions*, the following shall apply.
  - a. *Additional Insured* specifically includes all agencies and requirements as identified in Section 3.c. *Additional Insured Requirements*.
  - b. *Department* means the Arizona Department of Economic Security (DES), unless otherwise indicated.
  - c. *Level of Service* as used throughout these Special Terms and Conditions and Service Specifications, means the number of units of service specified in the Contract Summary page.
  - d. *May* indicates something that is not mandatory but permissible.
  - e. *Shall, Must* indicates a mandatory requirement. Failure to meet these mandatory requirements may result in default of contract.
  - f. *Should* indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information or comply with a “*should*” statement in a Scope of Work, Service Specification, or Area Agency directive, Area Agency may, at its sole option, ask the Contractor to provide the information or comply with the action.
  - g. *Vulnerable adult* means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.
  
2. **Contract Administration and Operation**
  - a. Compliance with Applicable Laws All changes in the governing laws, rules, and regulations during the term of this contract shall apply but do not require an amendment to this contract. In addition to the terms and conditions in Section 7 of the *Uniform Terms and Conditions*, the following shall apply:
    - i. In accordance with A.R.S. §36-557 as may be amended (Purchase of community development disabilities services; application; contracts; limitation), as applicable, all recipients of contract services shall have all of the same specified rights as they would have if enrolled in a service program operated directly by the State.
    - ii. Nothing in this contract shall be construed as a waiver of an Indian tribe’s sovereign immunity; nothing shall be construed as an Indian tribe’s consent to be sued or as consent by an Indian tribe to jurisdiction of any State Court.
    - iii. The Contractor shall comply with the requirements related to reporting to a peace officer or to child or adult protective services incidents of child abuse or neglect as specified in A.R.S. §13-3620 and elder abuse as specified in A.R.S. §46-454 as may be amended.
    - iv. The Contractor shall comply with Public Law 101-121, Section 319 (31 USC Section 1352) as may be amended and 29 CFR Part 93 as may be amended which prohibits the use of federal funds for lobbying and which states, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.
    - v. The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.
    - vi. The Contractor shall comply with P.L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land or purchase, construction or permanent

- improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.
- vii. The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds of the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.
- b. Contract Extension The Area Agency has no obligation to extend or renew this contract. At the sole option of the Area Agency, this contract may be extended or renewed for multiple periods, or may be established as a multi-year contract in its entirety or in part. Any extension or renewal must be made prior to the end of the contract period specified in this contract.
- c. Contract Term
- i. The term of this contract shall be for the period of time from the contract begin date to the contract termination date as awarded in a contract or extended in an amendment.
  - ii. The begin date of the contract term is the date that the Contractor may start to provide services under this contract. The Contractor shall not provide services prior to contract term commencing or after the end date of the contract (no billable activity outside the effective dates).
- d. Cooperation and Understanding
- i. Area Agency may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and Area Agency employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or Area Agency employees. The Contractor shall cooperate as the Area Agency deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).
  - ii. In order for Area Agency to accomplish a comprehensive and coordinated service response system, some services must be provided through a joint venture between Area Agency and the Contractor. Area Agency recognizes the Contractor's role as both integral and significant to the delivery of services and understands the importance of a true partnership between itself and the Contractor. To this end, Area Agency recognizes the autonomy of the Contractor and will try to avoid unnecessary demands on the operations and business practices of the Contractor.
  - iii. Transfer of Knowledge: The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.
- e. Certifications The Contractor agrees to sign the following certifications within this contract:
- i. the Certification Regarding Lobbying form, compliance with 49 CFR part 20
  - ii. the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form.
- f. Federal Immigration and Nationality Act
- i. By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Area Agency President/CEO upon request. These warranties shall remain in effect through the term of the contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract.
  - ii. Area Agency may request verification of compliance for any Contractor or subcontractor performing work under the contract. Should the Area Agency suspect or find that the

Contractor or any of its subcontractors are not in compliance, Area Agency may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

- g. Predecessor and Successor Contracts The execution or termination of this contract shall not be considered a waiver by Area Agency of any and all rights it may have for damages suffered through a breach of this or prior contract with the Contractor.
- h. Substantial Interest Disclosure
  - i. Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to Area Agency.
  - ii. Leases or rental agreements or purchase of real property which would be covered by the above paragraph of this section shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.
  - iii. For the purpose of this section, the *relative* shall have the same meanings as in A.R.S. §38-502 as may be amended.
- i. Termination for Any Reason
  - i. In the event the contract is terminated, with or without cause, or expires, the Contractor whenever determined appropriate by Area Agency, shall assist the Area Agency in the transition of services or eligible persons to other contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this contract are satisfied.
  - ii. In the event of termination or suspension of the contract by Area Agency, such termination or suspension shall not affect the obligation of the Contractor to indemnify Area Agency, the State, and DES for any claim by any other party against Area Agency, the State, or DES arising from the Contractor's performance of this contract and for which the Contractor would otherwise be liable under this contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
  - iii. In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to Area Agency within ten (10) days after the date of termination of the contract or upon receipt of notice of termination of the contract, whichever is earlier.
- j. Transfer of Knowledge The contractor shall, whenever feasible, share strategies and techniques with the Area Agency to transfer the skills and knowledge acquired in the delivery of the contracted service.
- k. Transition of Activities In the event that a contract is awarded to a new contractor for services similar to those being performed by Contractor under this contract, there shall be a transition of services period. During this period, the Contractor under this contract, shall work closely with the new contractor's personnel and/or Area Agency staff to ensure a smooth and complete transfer of duties and responsibilities. Area Agency's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new contractor and/or Area Agency staff to implement the transfer of duties. Area Agency reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.
- l. Offshore Performance of Work Prohibited Due to security and identity protection concerns,

direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the Area Agency shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or “overhead” services, redundant back-up services or services that are incidental to the performance of the contract. 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.

m. Pandemic Contractual Performance

- i. The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. Area Agency may require a copy of the plan at anytime prior or post award of a contract. At a minimum, the pandemic performance plan shall include:
  1. Key succession and performance planning if there is a sudden significant decrease in Contractor’s workforce.
  2. Alternative methods to ensure there are services or products in the supply chain.
  3. An up to date list of company contacts and organizational chart.
- ii. In the event of a pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the Area Agency shall have the following rights:
  1. After the official declaration of a pandemic, Area Agency may temporally void the contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
  2. Area Agency shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. §41-2537 as may be amended of the Arizona Procurement Code
  3. Once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, Area Agency, at its sole discretion, may reinstate the temporarily voided contract(s).

**3. Indemnification and Insurance**

- a. Indemnification Clause The parties to this contract agree that the Area Agency, State of Arizona and the Department of Economic Security (DES) shall be indemnified and held harmless by Contractor for the vicarious liability of the Area Agency, State and/or DES as a result of entering into this contract. However, the parties further agree that the Area Agency, State of Arizona and DES shall each be responsible for its own negligence. Each party to this contract is responsible for its own negligence. *This indemnity shall not apply if the Contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*
- b. Insurance Requirements Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The Area Agency, State of Arizona, and DES in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.
- c. Additional Insured Requirements For the purposes of this contract, the identified agencies and specific language shall be identified as additional insured for all contract required insurance policies. The policies shall include or be endorsed to include the following provisions:

- i. Required Agencies:
    - √ Area Agency on Aging, Region One Incorporated
    - √ State of Arizona and Department of Economic Security
    - √ Bridgeway Health Solutions
    - √ EverCare Select
    - n/a Maricopa County Public Health Department / Magellan
    - √ Mercy Care
  - ii. The policy shall be endorsed to include the following Additional Insured language:
 

*"The Additional Insured agencies, their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor and including involvement of owned, leased, hired, or borrowed vehicles by the Contractor".*
  - iii. All Additional Insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this contract.
  - iv. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
  - v. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this contract.
  - vi. The Additional Insured endorsement(s), where applicable to liability policies required under these provisions, and which extend policy rights to the Area Agency, shall insure only the vicarious liability to the extent stated in the Indemnification Clause.
- d. Minimum Scope and Limits of Insurance Contractor shall provide coverage with limits of liability not less than those stated below.
- i. Commercial General Liability – Occurrence Form Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.
 

• General Aggregate	\$3,000,000 / \$2,000,000
• Products – Completed Operations Aggregate	\$1,000,000
• Personal and Advertising Injury	\$1,000,000
• Blanket Contractual Liability – Written & Oral	\$1,000,000
• Fire Legal Liability	\$ 50,000
• Each Occurrence	\$1,000,000

    1. The policy shall be endorsed to include coverage for sexual abuse and molestation.
    2. Policy shall contain a waiver of subrogation against all agencies identified in *Additional Insured Requirements*, Section 3.c., their departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor. This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.
  - ii. Business Automobile Liability Bodily Injury and Property Damage for any owned, hired, leased, and/or non-owned vehicles used in the performance of this Contract.
 

Combined Single Limit (CSL)	\$1,000,000
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    1. The policy shall be endorsed to include the following additional insured language: *The Additional Insured shall be named as additional insured with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.*
    2. Policy shall contain a waiver of subrogation against the Additional Insured, its departments, agencies, boards, commissions, universities and its officers,



5. The bond or policy shall contain no requirement for arrest and conviction.
  6. The bond or policy shall cover loss outside the premises of the Named Insured.
- e. Notice of Cancellation Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the Area Agency. Such notice shall be sent directly to the Area Agency Contracts Department and shall be sent by certified mail, return receipt requested.
- f. Acceptability of Insurers Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The Area Agency in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency. If the social services program utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt from the A.M. Best's rating requirements listed in this contract. If the Contractor or subcontractor chooses to use SSCIP or another approved insurance pool as its insurance provider, the contract/subcontract would be considered in full compliance with insurance requirements relating to the A.M. Best rating requirements.
- g. Verification of Coverage
- i. Contractor shall furnish the Area Agency with certificates of insurance (ACORD form or equivalent form approved by Area Agency) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.
  - ii. All certificates and endorsements are to be received and approved by the Area Agency before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.
  - iii. All certificates required by this Contract shall be sent directly to Area Agency Contracts Department. The Area Agency contract number and contract description shall be noted or referenced on the certificate of insurance. The Area Agency reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.
- h. Subcontractors Contractors' certificate(s) shall include all subcontractors as insureds under its policies **or** Contractor shall furnish to the Area Agency separate certificates and endorsements for each subcontractor. All coverage for subcontractors shall be subject to the minimum requirements identified within this contract.
- i. Approval Any modification or variation from the *insurance requirements* in this Contract shall be made by the Area Agency, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.
- j. Exceptions
- i. In the event the Contractor or subcontractor(s) is/are a public entity, then the Insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the Contractor or subcontractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
  - ii. In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth in this section and contract, the Contractor may request that the insurance requirements be modified pursuant to paragraph 3.i. *Approval*, provided that such request be delivered in writing to Area Agency at least ten days prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.
    1. As provided in paragraph 3.i. *Approval*, the Area Agency President/CEO shall decide whether to approve the modification.
    2. Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom

modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth fully in this *Section 3, Indemnification and Insurance*.

- iii. For any Contractor or subcontractor, which is a public entity (but not a state agency or state university referred to in paragraph *j.i.* above) the indemnification and insurance requirements are replaced in their entirety by the following:

INDEMNIFICATION: To the extent permitted by law, each party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other party (as "Indemnitee") from and against 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.

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

For subcontractors which are not public entities, insurance provisions *3.a* through *3.i Approval* above shall apply.

- iv. For any Contractor or subcontractor, which is a Tribal government, the indemnification and insurance requirements are replaced in their entirety by the following: Each party is responsible for its own negligence. Contractor is insured under the federal tort claims act.

#### 4. Services

- a. Services The Contractor shall provide the services as identified in the Contract Summary of this contract in accordance with the following:
  - i. Scope of Work(s);
  - ii. Service Specification(s);
  - iii. Approved Methodology(s);
  - iv. Approved Budget or Rate;
  - v. Approved Outreach Plan(s), if applicable; and
  - vi. Other Area Agency manuals, policies, procedures, and directives.
- b. Delivery of Services Contractor shall notify and obtain prior approval from Area Agency for modifications affecting the delivery of services which may include but is not limited to the following:
  - i. Increase or decrease in the number of days of operations to existing facilities.

- ii. Increase or decrease in the number of facilities where services are provided.
- iii. Changes to the Methodologies.
- c. Levels of Service
  - i. For designated non-case managed services, if the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate the units or services set forth in this contract to ensure continuity and availability of services to eligible persons during the term of this contract and during any transition to a subsequent Contractor.
  - ii. Area Agency makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein.
  - iii. Further, it is understood and agreed that this contract is for the sole convenience of the Area Agency and that the Area Agency reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Area Agency.
  - iv. Area Agency makes no guarantee to purchase all of the service units contracted or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Area Agency may decrease and/or increase them by providing written notice to the Contractor.
  - v. Any administration within the Area Agency may obtain services under this contract.
  - vi. Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
  - vii. When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.
    - 1. It is expected that the Contractor will serve in excess of contract authorized, case managed, units by as much as 10% without obligation for an Area Agency funding increase.
    - 2. Contractor is expected to serve, at least, within 90% of contracted levels of service. The Area Agency reserves the right to amend the contract funding and units within the contract to correspond with projected levels of service.

## 5. Contract Compensation

- a. Availability of Funds
  - i. The provisions of this contract relating to payment for services shall become effective when funds assigned for the purpose of compensating the Contractor, as herein provided, are actually available to the Area Agency for disbursement. The Area Agency President/CEO shall be the authority in determining the availability of funds under this contract and the Area Agency shall keep the Contractor fully informed as to the availability of funds.
  - ii. If any action is taken by any county, state agency, federal department, or any other agency or instrumentality to suspend, decrease, or terminate its fiscal obligation under, or in connection with this Contract, the Area Agency may reduce funding, rates, and/or services or terminate this contract without further recourse, obligation, or penalty in the event that insufficient funds are appropriated or allocated.
  - iii. The Area Agency President/CEO shall have the sole and unfettered discretion in determining the availability of funds.
  - iv. Area Agency and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.
  - v. Funds may not presently be available for performance under this Contract beyond the current fiscal year. No legal liability on the part of the Area Agency for any payment may arise under this Contract beyond the current fiscal year of the Contract Term until funds are made available for performance of this Contract. The Area Agency shall make reasonable efforts to secure such funds.
- b. Contract Payment Types In addition to the terms and conditions in *Section 4* of the Uniform Terms and Conditions, payments regarding this contract shall be made according to the

type of payment indicated with the check mark and as identified on the Contract Summary page(s) and defined as follows:

- i. n/a Rate or Fixed Price – The Contractor is paid a specified amount for each unit of service or deliverable as designated in the contract, not to exceed the maximum number of units if indicated by the Area Agency for each contract service/deliverable. Area Agency may authorize units and adjust funding based on those authorized units throughout the term of the contract by amending the contract or through the process of issuing release orders. A Release Order is a separate document that may increase or decrease units and funds throughout the term of the contract without amending the contract. A client specific referral is considered a form of release order as well as a purchase authorization or other similar named document.
  - ii.  Fixed Price With Price Adjustment - Reimbursement to the Contractor is in accordance with actual, allowable costs incurred consistent with each Contract Budget and/or Contract Summary not to exceed the service reimbursement ceiling. The Contractor shall furnish Area Agency with an accounting of actual costs incurred consistent with the categories set forth in the Contract Budget. Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment, provided that the Total Service Cost shall not increase unless a price increase is permitted specifically by Area Agency.
- c. Contract Payment Provisions
- i. If the Contractor is in any manner in default in the performance of any obligation under this contract, or if audit exceptions are identified, Area Agency may, at its option and in addition to other available remedies, either adjust the amount of payment or withhold payment until satisfactory resolution of the default or exception.
  - ii. Under no circumstances shall Area Agency make payment to the Contractor:
    1. That exceeds the unit authorized as stated in *Section 5.b.i, Rate or Fixed Price*.
    2. That exceeds the service reimbursement ceiling as stated in the Contract Summary or Contract Budget without an amendment to this contract or
    3. Under no circumstances shall Area Agency make payment to the Contractor for services performed prior to or after the term of the contract without timely extension or renewal of the contract.
  - iii. Payments for Fixed Price with Price Adjustment requires that cash reimbursements be timed to coincide with cash disbursements.
  - iv. Failure to submit required financial and programmatic reports by the approved due date(s) may result, at the option of Area Agency, in the assessment of a penalty equal to one percent (1%) of Area Agency reimbursement ceiling for each occurrence. This penalty is in addition to the forfeiture allowed by the Uniform General Terms and Conditions. Should a penalty be assessed, the level of service shall remain unchanged.
  - v. The Contractor may offer a price reduction adjustment at any time during the term of the contract. Any price reduction shall be executed by a contract amendment.
- d. Compensation for Rate or Fixed Price
- i. Subject to the availability of funds and during the period of this contract, the Area Agency shall pay the fixed unit prices for each unit of service authorized and delivered to each client in accordance with the Contract Summary.
  - ii. The Contractor shall not be entitled to bill the Area Agency, nor shall the Area Agency honor any claim for payment for any client services performed in the development of, or review of a client's plan of care.
  - iii. The rates per unit of service as stated in the Contract Summary shall be considered payment in full for all services and supplies rendered or provided under the terms of this contract. The Contractor agrees that it will not bill or charge clients, their families, guardian or conservators for services provided under this contract without prior approval of the Area Agency. The provisions of this section shall not be construed as restricting the right of the Contractor to bill Medicare for allowable costs, and/or to bill clients for other services rendered that are not covered by this contract.

- iv. The Contractor shall be entitled to bill the Area Agency only for those units of service that have been performed in accordance with the Service Specifications of this contract and where the Contractor has obtained a valid client signature each time services were provided.
- v. The Area Agency, working from the Contractor's billing, shall determine the payments to be made to the Contractor for services. If a discrepancy exists between the Contractor's billing and the Area Agency's record of authorized clients and units of service, the amount of the discrepancy will be disallowed and the remainder of the claim processed for payment. The Contractor shall be notified in writing of the amount and reasons for any disallowance and shall be afforded the opportunity to document the appropriateness of the disallowed costs and to resubmit a billing for payment within thirty (30) days of the original due date. Any disagreement over any disallowance may be submitted by the Contractor to the disputes process in accordance with the Uniform General Terms and Conditions.
- vi. The Area Agency President/CEO shall be the sole determiner of the availability of funds.
- e. Compensation for Fixed Price with Price Adjustment
  - i. Subject to the availability of funds, Area Agency shall compensate the Contractor for delivery of the contract services designated within the Service Specifications, provided that the services are delivered during the term of the contract and in accordance with the terms and conditions set forth in this contract. The maximum reimbursement ceiling for all Fixed Price with Price Adjustment services provided during the term of this contract is stated in the Contract Summary.
  - ii. At least a ten percent (10%) non-federal match is required for each Area Agency dollar awarded. This non-federal match may be either cash or in-kind.
  - iii. If at contract termination the total number of eligible units of service delivered for any contracted service is less than ninety percent (90%) of the contracted units, Area Agency reserves the right to adjust payments to the Contractor proportionally.
  - iv. The Area Agency shall not be obligated to compensate the Contractor for delivery of contracted services at a ratio greater than the time remaining in the contract year. The schedule of compensation shall be applied quarterly; therefore, a Contractor may not exceed compensation greater than 25%, 50%, 75% based on the period of the contract year served. Area Agency shall have sole and unfettered discretion to deviate from this schedule.
- f. Reporting The Contractor shall report contract revenues and expenditures to the Area Agency in the manner prescribed by the *Reporting Requirements* section of these Terms and Conditions and Service Specifications or other directives. Upon receipt of applicable, accurate, and complete records, Area Agency shall authorize payment or reimbursement in accordance with the method(s) indicated by this contract.

## 6. Area Agency Responsibility

- a. Technical Assistance Area Agency may, but shall not be obligated to, provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

## 7. Contractor Responsibility

- a. Audit
  - i. In compliance with the Federal Single Audit Act (31 U.S.C. per. 7501-7507 as may be amended, Contractors designated as sub-recipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 as may be amended. As outlined in A-133. the Audit Reporting Package shall include:

1. Financial statements and a schedule of Expenditures of Federal Awards (SEFA)
  2. Summary schedule of prior audit findings
  3. Auditors Reports (detailed in the A-133)
  4. Corrective Action Plan
- ii. The Area Agency's contract numbers and award amounts must be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Area Agency's Chief Finance Officer within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Area Agency's Contracts Department.
  - iii. All Contractors are subject to the programmatic and fiscal monitoring requirements of Area Agency to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Area Agency contract numbers and award amounts. The Audit Report, Management Letter and Auditor's Opinion must be submitted to Area Agency within thirty (30) days after the completion of the audit.
  - iv. As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Area Agency. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Area Agency monitoring during the contract, and post-award audits.
  - v. Audits of non-profit corporations receiving federal or state monies required pursuant to federal or state law must be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. §35-181.03 and any other applicable statutes, rules, regulations and standards.
- b. Background Checks for Employment through the Central Registry. If providing direct services to children or vulnerable adults, the following shall apply:
- i. The provisions of A.R.S. §8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this contract.
  - ii. Background checks through the Central Registry shall be conducted for each Contract employee and volunteer including subcontractors that provide direct services to children or vulnerable adults. Individuals shall not provide direct services to contract service recipients until the results of the Central Registry background check is complete and the results indicate the individual has no disqualifying acts that would prohibit him/her from providing services to contract service recipients. If the Central Registry background check specifies any disqualifying act, the individual shall be prohibited from providing direct services to contract service recipients.
  - iii. Within thirty (30) days of contract award, the Contractor shall submit to Area Agency the *Request for Search of Central Registry for Employment* form for each employee or volunteer and subcontractor's employee or volunteer providing direct services to children or vulnerable adults.
  - iv. At least sixty (60) days prior to the contract end date, the Contractor shall submit the *Request for Search of Central Registry for Employment* form for each employee or volunteer and subcontractor's employee or volunteer providing direct services to children or vulnerable adults.
  - v. The Contractor shall maintain the Central Registry Background Check results in a confidential file for five (5) years after termination of the contract.
- c. Books and Records In addition to the terms and conditions in Section 3.a., *Records*, of the Uniform Terms and Conditions, the following shall apply.
- i. Contract service records will be maintained in accordance with this contract, amendment(s), scope(s) of service, service specification(s), and any other Area Agency policies and directives.
  - ii. Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
  - iii. Records shall, as applicable, meet the following standards:
    1. Adequately identify the service provided and each service recipient's application

- for contract and subcontract activities;
2. Obtain and maintain client signatures signifying receipt of each unit of service.
  3. Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
    - a. Specific to staff/volunteers providing transportation services, records must include a copy of a valid driver's license based on the vehicle to be driven and the initial physical exam and subsequent physical exams per contract requirements.
    - b. Specific to staff/volunteers providing home delivered meals, records must include a copy of a valid driver's license based on the vehicle to be driven.
  4. Include time and attendance records for individual employees to support all salaries and wages paid;
  5. Include records of the source of all receipts and the deposit of all funds received by the Contractor;
  6. Include original invoices, statements, sales tickets, billings for services, deposit slips, etc, and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the contract;
  7. Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the contract; and,
  8. Include copies of lease/rental agreements, mortgages and/or any other agreements which in any way may affect contract expenditures.
- iv. Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract except as provided in Section 7.q., *Reporting Requirements*, of these Special Terms and Conditions or if subject to HIPAA which is six (6) years from the date of final payment:
1. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
  2. Records which related to disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by the Area Agency, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.
- d. Certification of Cost or Pricing Data By submittal of an offer, the contract, contract amendment or other official form, the Contractor is certifying that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the Area Agency shall be adjusted to exclude any significant amounts by which the Area Agency finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of certification. Such adjustment by the Area Agency may include overhead, profit, or fees. The certifying of cost or pricing data does not apply when contract rates are set by law or regulation.
- e. Certification of Rate and/or Budget Contractor certifies the following:
- i. The contract Rate or Budget set forth in this contract was prepared in accordance with applicable Area Agency guidelines and procedures;
  - ii. The information which was provided to Area Agency by the Contractor for use as a basis in approving the compensation budget or rate is accurate and in accordance with the *Unallowable Costs* section of these terms and conditions;
  - iii. Similar types of costs were accorded consistent accounting treatment in the development of the compensation section; and
  - iv. No costs are included as both direct and indirect costs.
  - v. The Contractor agrees that the funds received under this contract will be expended to

achieve the purposes of this contract and to meet costs defined as allowable in applicable federal or state laws, rules, regulations and guidelines. For contracts where costs are reimbursed, any costs deemed unallowable as determined by a financial audit shall be subject to recoupment pursuant to *Personnel* section. The Contractor shall be entitled to appeal such determination through Area Agency's appeal process.

- f. Conflict of Interest Contractor is responsible to ensure that volunteers and staff do not engage in any extraneous, for hire, or non-contractual service tasks or otherwise engage in a conflict of interest relationship with a service recipient. Contractor shall have a specific Conflict of Interest policy to include staff training and monitoring system to ensure compliance.
- g. Gratuities Contractor and all representatives, staff, and volunteers shall not accept any form of gratuity including but not limited to cash, promise of cash, property, gifts, or services from service recipients. Contractor shall have a specific Gratuity Policy including staff training and monitoring system to ensure compliance.
- h. Code of Conduct The Contractor shall avoid action that might create or result in the appearance of:
  - i. Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract;
  - ii. Act or action on behalf of the Area Agency or contracted funding sources, without appropriate authorization;
  - iii. Provide favorable or unfavorable treatment to anyone;
  - iv. Make a decision on behalf of the Area Agency that exceeds Contractor's authority, that could result in impartiality, or have a political consequence for the Area Agency or contracted funding sources.
  - v. Misrepresent or otherwise impede the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the Area Agency or contracted funding sources.
  - vi. Loss of impartiality when advising the Area Agency or contracted funding sources.
- i. Competitive Bidding Contractor is authorized to purchase the supplies and equipment itemized in the contract or specified in an amendment for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items, having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception. The documentation of bids and bid acceptance decision must be maintained for Area Agency review.
- j. Disaster Preparedness Contractor will develop and implement and emergency preparedness plan describing agency protocols to assist clients in the event of an emergency/disaster. The plan should include agency methods of coordination with state and/or local emergency response agencies. Contractor agrees to conduct staff training on the implementation of the emergency preparedness plan.
- k. Equipment
  - i. If the Contractor is authorized, specifically by the Area Agency, to purchase equipment, it shall be itemized in the contract or in the Terms of the amendment for utilization in the delivery of contract services. If equipment is purchased as authorized by this contract, the Contractor shall maintain complete and up-to-date inventory records for all equipment purchased hereunder. Equipment specifically designated within this contract, to be purchased in whole or part with Area Agency funds, shall be reported in accordance with Area Agency Finance Manual inventory policies and procedures. The Contractor shall report equipment purchased with contract funds to Area Agency within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Area Agency funds and submit the equipment inventory to the Area Agency. Reimbursement claims for equipment must include the detailed receipt identifying the equipment item, cost including taxes, shipping, and installation, and the type(s) of funds used from the Area Agency.

- ii. The Area Agency and its funding sources shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all equipment purchased or assigned to the Contractor for the purposes of this contract. Area Agency shall be included as a co-insured on any insurance policy which covers equipment purchased under this contract.
- iii. The Contractor shall not dispose of any equipment purchased or assigned under this contract without the prior written consent of Area Agency during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- iv. Upon termination of this contract, any equipment purchased or assigned under this contract shall be disposed of as directed by Area Agency and, if sold, Area Agency shall be compensated in the amount of its equitable interest.
- v. Under a fixed Price contract, this section does not apply unless specifically requested by Area Agency or required by federal or state law.

l. E-Verify

- i. The Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. §23-214, subsection A as may be amended which reads: *“After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program and shall keep a record of the verification for the duration of the employee’s employment or at least three (3) years whichever is longer.”*
- ii. A breach of a warrant regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iii. Failure to comply with an Area Agency audit process to randomly verify the employment records of the Contractor and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract.
- iv. Area Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty statement herein.

m. Fingerprinting The provisions of A.R.S. §46-141 (as may be amended), are hereby incorporated in their entirety as provisions of this contract. For reference, these provisions include, but are not limited to, the following:

- i. Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall possess a fingerprint clearance card that meets Level One/Level I requirements as described in ARS 41-1758.07. The Contractor shall obtain a state and federal criminal records check pursuant to section 41-1758 and Public Law 92-544 or shall apply for fingerprint clearance card within seven working days of employment. The Contractor is required to maintain complete documentation of all personnel checks to certify and demonstrate all personnel have clearance.
- ii. If waiting receipt of their clearance card, Contractor and subcontractor staff may only provide services under the direct visual supervision and oversight of an employee who possess a level one fingerprint clearance card until they are issued a valid fingerprint clearance card that meets the Level One/Level I requirements.
- iii. Contractor and subcontractor staff includes current employees whether paid or not who transfer into and/or are in a direct service position, volunteers, and new employees whether paid or not.
- iv. The Contractor shall assume the costs of fingerprint checks and may charge these costs to its fingerprinted personnel. Area Agency may allow all or part of the costs of fingerprint checks to be included as an allowable cost in a contract.
- v. Except as provided in A.R.S. §46-141, this contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles

or vulnerable adults certifies pursuant to the provisions of A.R.S. §46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

- vi. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department of Economic Security and notarized whether they are awaiting trial on or have ever been convicted of any of the offenses described in A.R.S. §46-141 (as may be amended).
- vii. Personnel who are employed by any Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall certify on forms provided by the Department of Economic Security and notarized whether they have ever committed any act of sexual abuse of a child or vulnerable adults, including sexual exploitation and commercial sexual exploitation, or any act of child or adult abuse.
- viii. Federally recognized Indian tribes or military bases may submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing, or are awaiting trial on any offense as described in A.R.S. §46-141 (H) (as may be amended).
- ix. Contractor is solely responsible for maintaining and providing upon request documentation verifying all aspects of this section.
- n. IT 508 Compliance Unless specifically authorized in the contract, any electronic or information technology offered to Area Agency under this contract shall comply with A.R.S. §41-3531 and 3532 as may be amended and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public with disabilities shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
- o. Payment Indemnification The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the contract and will indemnify and save the Area Agency harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Area Agency's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.
- p. Payment Recoupment Contractor shall reimburse Area Agency upon demand or Area Agency may deduct from future payments the for the items below.
  - i. Any amounts received by the Contractor from Area Agency for contract services which have been inaccurately reported or are found to be unsubstantiated;
  - ii. Any amounts paid by the Contractor to a subcontractor not authorized in writing by Area Agency;
  - iii. Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the *Substantial Interest* and/or *Conflict of Interest*, sections 2.h. STC and 9.a. UTC of these terms and conditions;
  - iv. Any amounts paid by Area Agency for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
  - v. Any amounts expended for items or purposes determined unallowable by Area Agency. When this contract provides for the reimbursement of costs, see the Section 7.s., *Unallowable Costs*, of these terms and conditions;
  - vi. Any amounts paid by Area Agency for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
  - vii. Any amounts received by the Contractor from Area Agency which are identified as a

- financial audit exception;
  - viii. Any amounts paid or reimbursed in excess of the contract or service reimbursement ceiling;
  - ix. Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the *Certification of Cost or Pricing Data* section of these terms and conditions;
  - x. Any payments made for services rendered before the contract begin date or after the contract termination date.
- q. Reporting Requirements
- i. Unless otherwise provided in this contract and specifically excluding the last reporting month of the contract term, reporting shall adhere to the following schedule: no later than the tenth (10th) day following each month during the contract term the Contractor shall submit to Area Agency programmatic and financial reports in the form set forth in the contract or by Area Agency directive. Failure to submit accurate and complete reports by the tenth (10th) day following the end of each month may result, at the option of Area Agency, in retention of payment. Failure to provide such report within forty-five (45) days following the end of a month may result, at the option of Area Agency, in a forfeiture of such payment.
  - ii. No later than the twenty-fifth (25<sup>th</sup>) day following end of each contract term, or other date specified by Area Agency, the Contractor shall submit to Area Agency a final program and fiscal report.
  - iii. Failure to submit the final program and fiscal report within the above time period may result, at the option of Area Agency, in forfeiture of final payment.
- r. Supporting Documents and Information In addition to any documents, reports or information required by any other section of this contract, Contractor shall furnish Area Agency with any further documents and information deemed necessary by Area Agency. Upon receipt of a request for information from Area Agency, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.
- s. Unallowable Costs The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Area Agency funds. In addition, the Contractor shall comply with the following publications (including subsequent revisions) as applicable:
- i. OMB Circular A-87 for State, local and Indian tribal governments.
  - ii. OMB Circular A-122 for private nonprofit organizations other than institutions of higher education, hospitals or others specified in A-122.
  - iii. OMB Circular A-21 for educational institutions.
  - iv. OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

## **8. Contract Performance Terms**

- a. Evaluation Area Agency may evaluate and the Contractor shall cooperate in the monitoring, assessing, and evaluation of contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this contract. As requested by the Area Agency, the Contractor shall participate in third party evaluations relative to contract impact in support of Area Agency and contract goals.
- b. Monitoring Area Agency may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

- c. Non-Discrimination In addition to the terms and conditions in Section 3.b., *Non-Discrimination*, of the Uniform Terms and Conditions, the following shall apply:
- i. Unless exempt under federal law, the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
  - ii. If Contractor is an Indian Tribal government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
  - iii. The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services, and activities.
  - iv. The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:  
*“Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, [insert Contractor name here] prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The [insert Contractor name here] must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the [insert Contractor name here] must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the [insert Contractor name here] will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact [insert Contractor contact person and phone number here]. Para obtener este documento en otro formato u obtener informacion adicional sobre esta politica, contact [insert Contractor contact person and phone number here].”*
- d. Personnel The Contractor’s personnel shall satisfy all qualifications, carry out all duties, and work the hours set forth in this contract.
- e. Professional Standards The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, numbers of staff and individuals identified by name must be maintained as presented in the contract.
- f. Visitation, Inspection, and Copying Contractor's or subcontractor's facilities, services and individuals served, books and records pertaining to the contract shall be available for visitation, inspection and copying by Area Agency and any other appropriate agent of the state or federal government. At the discretion of Area Agency, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If Area Agency deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services, and individuals served, as well as inspect and copy their contract-related books and records.

## 9. Programmatic Terms

- a. Client Contributions, Fees, and Program Income The Contractor shall impose no fees or charges of any kind upon recipients of contract services without written approval from the Area Agency President/CEO. The Contractor shall solicit voluntary contributions from recipients/clients for services received. The Contractor shall not deny service to any client solely because he/she refuses to make a contribution. Any contributions generated and received by the Contractor as a result of contract services must be directly allocated to the contracted service and shall be disposed of and reported in accordance with the Area Agency Finance Manual.
- b. Confidentiality Contractor shall observe and abide by all applicable State and Federal statutes, rules, and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Area Agency and/or the Attorney General's Office as required by the terms of this contract, by law, or upon their request.
- c. Fair Hearings and Service Recipients' Grievances
  - i. The Contractor shall advise all applicants for and recipients of contract services of their right, at anytime and for any reason, to present to the Contractor and to Area Agency any grievances arising from the delivery of contract services, including but not limited to ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Area Agency may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
  - ii. The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Area Agency for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.
- d. Outcome Measurement Participation The Contractor shall participate with the Area Agency in efforts to comply with federal and state mandated requirements regarding the tracking of outcome measurement performance data and standards. Measurement data may be developed through joint planning efforts between the Contractor and the Area Agency or required as a result of mandates from federal or state fund sources.

## CONTRACTOR SPECIFIC TERMS

### *Subcontract Provisions for ALTCS Funded Service Programs*

Based on the Area Agency's contract with the ALTCS Agencies, the following provisions are additional requirements to all subcontractors for adult day health care and home delivered meal services.

1. Relationships of Parties The relationship order is as follows: ALTCS Agency is the contracting agency with Area Agency, therefore Area Agency is the Contractor, this contract represents the Area Agency's subcontract to a subcontractor.
2. Definitions
  - a. ALTCS shall mean Arizona Long Term Care System
  - b. ALTCS Agency shall mean individually or collectively the following agencies: Bridgeway, EverCare, Mercy Care, and any other agencies that may be initiated by ALTCS during the duration of this contract.
  - c. AHCCCSA shall mean Arizona Health Care Cost Containment System Administration.
3. Adult Day Health Care Rates The contracted unit rates for adult day health care shall be subject to the actions, decisions, and policies of the ALTCS Agencies individually.
4. Assignment and Delegation of Rights and Responsibilities No payment due the Contractor under this subcontract may be assigned without the prior approval of AHCCCSA. No assignment or delegation of the duties of this subcontract shall be valid unless prior written approval is received from AHCCCSA. (AAC R2-7-305)
5. Awards of Other Subcontracts AHCCCSA and/or the ALTCS Agency may undertake or award other contracts for additional or related work to the work performed by the Contractor and the Contractor shall fully cooperate with such other contractors, subcontractors or state employees. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other contractor, subcontractor or state employee. (AAC R2-7-308)
6. Certification of Compliance – Anti-Kickback and Laboratory Testing By signing this subcontract, the Contractor certifies that it has not engaged in any violation of the Medicare Anti-Kickback statute (42 USC §§1320a-7b) or the "Stark I" and "Stark II" laws governing related-entity referrals (PL 101-239 and PL 101-432) and compensation there from. If the Contractor provides laboratory testing, it certifies that it has complied with 42 CFR §411.361 and has sent to AHCCCSA simultaneous copies of the information required by that rule to be sent to the Centers for Medicare and Medicaid Services. (42 USC §§1320a-7b; PL 101-239 and PL 101-432; 42 CFR §411.361)
7. Certification of Truthfulness of Representation By signing this subcontract, the Contractor certifies that all representations set forth herein are true to the best of its knowledge.
8. Clinical Laboratory Improvement Amendments of 1988 The Clinical Laboratory Improvement Amendment (CLIA) of 1988 requires laboratories and other facilities that test human specimens to obtain either a CLIA Waiver or CLIA Certificate in order to obtain reimbursement from the Medicare and Medicaid (AHCCCS) programs. In addition, they must meet all the requirements of 42 CFR 493, Subpart A. To comply with these requirements, AHCCCSA requires all clinical laboratories to provide verification of CLIA Licensure or Certificate of Waiver during the provider registration process. Failure to do so shall result in either a termination of an active provider ID number or denial of initial registration. These requirements apply to all clinical laboratories. Pass-through billing or other similar activities with the intent of avoiding the above requirements are prohibited. Prime contractor may not reimburse providers who do not comply with the above

requirements. (CLIA of 1988; 42 CFR 493, subpart A)

9. Compliance with AHCCCS Rules Relating to Audit and Inspection The Contractor shall comply with all applicable AHCCCS Rules and Audit Guide relating to the audit of the Contractor's records and the inspection of the Contractor's facilities. If the Contractor is an inpatient facility, the Contractor shall file uniform reports and Title XVIII and Title XIX cost reports with AHCCCSA. (A.R.S. §41-2548; 45 CFR 74.48(d))
10. Compliance with Laws and Other Requirements The Contractor shall comply with all federal, State and local laws, rules, regulations, standards and executive orders governing performance of duties under this subcontract, without limitation to those designated within this subcontract. (42 CFR 434.70) [42CFR 438.6(1)]
11. Confidentiality Requirement Confidential information shall be safeguarded pursuant to 42 CFR Part 431, Subpart F, A.R.S. §36-107, 36-2903, 41-1959 and 46-135, and AHCCCS and/or ALTCS Rules and Health Insurance Portability and Accountability Act (CFR 164).
12. Conflict of Interpretation of Provisions In the event of any conflict in interpretation between provisions of this subcontract and the AHCCCS Minimum Subcontract Provisions, the latter shall take precedence.
13. Contract Claims and Disputes Contract claims and disputes shall be adjudicated in accordance with AHCCCS Rules.
14. Deficit Reduction Act of 2005 Training Contractors shall provide education and training to all staff on the following aspects of the Federal False Claims Act of 2005: (a) the administrative remedies for false claims and statements, (b) state laws relating to civil or criminal penalties for false claims and statements, and (c) the whistleblower protections under such laws. Contractors will retain documentation of such training to include, but not limited to: materials presented and/or distributed, date, duration, and attendance of training, employee signatures acknowledging training and compliance.
15. Encounter Data Requirement If the Contractor does not bill the Area Agency (e.g., Contractor is capitated), the Contractor shall submit encounter data to the Area Agency in a form, acceptable to AHCCCSA.
16. Evaluation of Quality, Appropriateness, or Timeliness of Services AHCCCSA or the U.S. Department of Health and Human Services may evaluate, through inspection or other means, the quality, appropriateness or timeliness of services performed under this subcontract.
17. Federal Immigration and Nationality Act The Subcontractor shall comply with all federal, state and local immigration laws and regulations relating to the immigration status of their employees during the term of the contract. Further, the Subcontractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of Contractor and Subcontractor records or to inspect papers of any employee thereof to ensure compliance. Should the State determine the Contractor and/or any Subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including, but not limited to: suspension of work, termination of the contract for default and suspension and/or debarment of the Contractor or Subcontractor.
18. Fraud and Abuse If the Contractor discovers, or is made aware, that an incident of potential fraud or abuse (related to business operations, not related to client / participant fraud or abuse) has occurred, the Contractor shall report the incident to the Area Agency and to AHCCCSA Office of Program Integrity. All other incidents of potential fraud should be reported to AHCCCSA, Office of the Director, Office of Program Integrity.
19. General Indemnification To the extent permitted by law, the parties to this contract agree that AHCCCS shall be indemnified and held harmless by the Contractor and Subcontractor for the vicarious liability of

AHCCCS as a result of entering into this contract. However, the parties further agree that AHCCCS shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

20. Insurance The Contractor shall maintain for the duration of this subcontract a policy or policies of professional liability insurance, comprehensive general liability insurance and automobile liability insurance in amounts that meet Program Contractor Requirements (Special Terms and Conditions, Section 3., *Indemnification and Insurance*). The Contractor agrees that any insurance protection required by this subcontract, or otherwise obtained by the Contractor, shall not limit the responsibility of Contractor to indemnify, keep and save harmless and defend the State and AHCCCSA, their agents, officers and employees as provided herein. Furthermore, the Contractor shall be fully responsible for all tax obligations, Worker's Compensation Insurance, and all other applicable insurance coverage, for itself and its employees, and AHCCCSA shall have no responsibility or liability for any such taxes or insurance coverage. (45 CFR Part 74) The requirement for Worker's Compensation Insurance does not apply when a Subcontractor is exempt under A.R.S. §23-901, and when such Subcontractor executes the appropriate waiver (Sole Proprietor/ Independent Contractor) form to Area Agency. *[This provision applies only if the Contractor provides services directly to AHCCCS members]*
21. Limitations on Billing and Collection Practices Except as provided in federal and state law and regulations, the Subcontractor shall not bill, or attempt to collect payment from a person who is AHCCCS eligible at the time the covered service(s) were rendered, or from the financially responsible relative or representative for covered services that were paid or could have been paid by the System.
22. Maintenance of Requirements to do Business and Provide Services The Subcontractor shall be registered with AHCCCSA through and in cooperation with the Area Agency and shall obtain and maintain all licenses, permits and authority necessary to do business and render service under this subcontract and, where applicable, shall comply with all laws regarding safety, unemployment insurance, disability insurance and worker's compensation.
23. Non-Discrimination The Subcontractor shall comply with State Executive Order No. 9904, which mandates that all persons, regardless of race, color, religion, gender, national origin, or political affiliation, shall have equal access to employment opportunities, and all other applicable Federal and state laws, rules and regulations, include the Americans with Disabilities Act and Title VI. The Subcontractor shall take positive action to ensure that applicants for employment, employees, and persons to whom it provides service are not discriminated against due to race, creed, color, religion, sex, national origin, or disability. (Federal regulations, State Executive Order #99-4)
24. Prior Authorization and Utilization Management The ALTCS Agency and Contractor shall develop, maintain and use a system for Prior Authorization and Utilization Review that is consistent with AHCCCS Rules and the ALTCS Agency's policies.
25. Records And Reports
  - d. The Subcontractor shall maintain books and records relating to covered services and expenditures including reports to AHCCCSA and working papers used in the preparation of reports to AHCCCSA. The Subcontractor shall comply with all specifications for record keeping established by AHCCCSA. All books and records shall be maintained to the extent and in such detail as required by AHCCCS Rules and Policies. Records shall include but not be limited to financial statements, records relating to the quality of care, medical records, dental records, prescription files, and other records specified by AHCCCSA.
  - e. The Subcontractor agrees to make available at its office at all reasonable times during the term of this contract and the period set forth in the following paragraphs, any of its records for inspection, audit, or reproduction by any authorized representative of AHCCCSA, state, or federal government.
  - f. The Subcontractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this contract unless a longer period of time is required by law.
  - g. If this contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five (5) years from the date of any such termination.

Records which relate to grievances, disputes, litigation or the settlement of claims arising out of the performance of this contract, or costs and expenses of this contract to which exception has been taken by AHCCCSA, shall be retained by the Subcontractor for a period of five (5) years after the date of final disposition or resolution thereof unless a longer period of time is required by law. (45 CFT 74.53; 42 CFR 431.17; ARS §41-2548)

26. Severability If any provision of these standard subcontract terms and conditions is held invalid or unenforceable, the remaining provisions shall continue valid and enforceable to the full extent permitted by law.
27. Subjection of Subcontract The terms of this subcontract shall be subject to the applicable material terms and conditions of the contract existing between the Contractor and AHCCCSA for the provision of covered services.
28. Termination of Subcontractor AHCCCSA may, by written notice to the Contractor, terminate this subcontract if it is found, after notice and hearing by the State, that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor, or any agent or representative of the Contractor, to any officer or employee of the State with a view towards securing a contract or securing favorable treatment with respect to the awarding, amending or the making of any determinations with respect to the performance of the Contractor; provided, that the existence of the facts upon which the state makes such findings shall be in issue and may be reviewed in any competent court. If the subcontract is terminated under this section, unless the prime contractor is a governmental agency, instrumentality or subdivision thereof, AHCCCSA shall be entitled to a penalty, in addition to any other damages to which it may be entitled by law, and to exemplary damages in the amount of three times the cost incurred by the Contractor in providing any such gratuities to any such officer or employee. (AAC R2-5-501; ARS §41-2616 C.; 42 CFR 434.6,a.(6))
29. Voidability of Subcontractor This subcontract is voidable and subject to immediate termination by AHCCCSA upon the Contractor becoming insolvent or filing proceedings in bankruptcy or reorganization under the United States Code, or upon assignment or delegation of the subcontract without AHCCCS's prior written approval.
30. Warranty of Services The Contractor, by execution of this subcontract, warrants that it has the ability, authority, skill, expertise and capacity to perform the services specified in this contract.
31. Adult Day Health Care Transportation Service Requirements In addition to the DES Scopes of Work and Area Agency Service Specifications for adult day health care and citizen transportation, the following requirements shall apply.
  - a. Subcontractor shall conduct drug and alcohol tests on all employees document such training certifications and be prepared to provide copies upon request.
  - b. Subcontractor will train all employees through the National Safety Council and document such training certifications and be prepared to provide copies upon request.
  - c. Subcontractor will provide training to employees to include cultural competency, sensitivity training, needs of the adult day care population including but not limited to those referred to as the *aged*, *blind*, and *disabled* and document such training certifications and be prepared to provide copies upon request.
  - d. Transportation service shall include door to door service if the condition of the client requires assistance between the door and the vehicle.
  - e. Employees shall provide attendant assistance to clients in and out of the vehicle, including assistance with wheelchairs, in a safe manner and in accordance with the needs of the client.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**  
**SCOPE OF WORK**

**17.0 CONGREGATE MEALS**

**17.1 Purpose Statement**

17.1.1 The service help to increase the nutrient intake of participants to prevent or reduce the risk of chronic diseases, preserve and promote health, and improve nutritional status.

**17.2 Service Description**

17.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual in a congregate setting.

17.2.3 Congregate nutrition services:

1. Provide for meal planning, preparation and service.
2. Provide staff training, nutrition education and social interaction.
3. Links older adults with community-based services and provide resources that give participants choices for physical and health interventions, where available.

17.2.4 The Older Americans Act as amended in 2006 adopted 1/3 of Dietary Reference Intakes as the meal standard.

17.2.5 Eligibility Requirements – The Contractor shall ensure services are provided to individuals that meet the eligibility requirements described in chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

**17.3 Service Requirements – The Contractor shall provide:**

17.3.1 Menu planning

1. Develop cycle menus to be used on a semi-annual basis (every 6 months). A cycle menu is a six or more week menu that will be rotated throughout the period.
2. Keep menus, as served, available for audit inspection for at least one year after the meals have been served. Menus shall also be kept for at least one year at the meal preparation site and the location where the meal was served.
3. Ensure a mechanism is in place to solicit the advice and expertise of:
  - a. a dietitian or other individual described in paragraph in 17.3.1.11
  - b. meal participants, and
  - c. other individuals knowledgeable with regard to the needs of older individuals as stated in DAAS Policy and Procedure Manual, Chapter 3200
4. Write menus in the dominant language or languages of the participant group for each site.
5. Incorporate ethnic and cultural preferences of participants when planning menus.
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual (2008)” and as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes for nutrients as may be amended, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
  - i. Each meal must contain a specified number of calories as defined in DAAS policies and procedures.
  - ii. Plan the menu with a majority as hot meals.
  - iii. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.

8. Submit menus per the DAAS Policy and Procedures Manual, as may be amended on a standardized menu form and secure the approval of a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving.
  - i. The R.D., Nutritionist, DTR, or CDM shall verify this by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the Arizona Department of Economic Security Division of Aging and Adult Services "Nutrition, Food Service, and Wellness Manual" and as may be amended from time to time.

9. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.

10. Plan menus considering the availability of foods during seasons when they are most plentiful.

### 17.3.2

Provide meal preparation and service

1. Prepare or arrange for preparation and service of meals, and adhere to menus as written. Substitutions which shall be made because of a temporary inability to obtain certain foods shall be selected from the same food group, for example, ½ cup carrots for ½ cup green beans. Substitution menus for holidays and special occasions must meet menu requirements. All substitutions shall be documented on the menu for site review.
2. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
3. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus shall be approved by a Registered Dietitian or Nutritionist.
4. Maintain a distinct and physical separation of dining facilities from food preparation facilities.
5. Use facilities and equipment that are suitable and accessible for use by aged and disabled individuals when providing congregate meals.
6. Allow adequate aisle space between tables for the use of wheelchairs, or to allow persons with canes or other support devices to walk with ease.
7. Post monthly menus at the site at least one week in advance, in a location at the site that is clearly accessible and visible to individuals attending the congregate meals site.
8. Obtain the individual's signature and date for each meal served and maintain the signatures in a central file.
9. Document the number of meals provided each month.
10. Review food service expenditures in order to further cost effective management.
11. Develop and implement an emergency plan to be used when a meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.
12. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual Chapter 3200, as may be amended.
13. Prepare and serve congregate meals in compliance with all municipal, county, state, and federal requirements related to the food service operation.

### 17.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum, but not limited to: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal and/or storage of left-overs.

2. Ensure that all food handlers pass a course in food safety and sanitation as specified by their County Health Department, within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
  3. Provide training on a periodic basis to persons preparing meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety.
  4. Document staff training in personnel files.
- 17.3.4 Nutrition Education
1. Plan, develop, and implement a written nutrition education program that includes at least two sessions/activities each quarter.
  2. Nutrition education includes written materials, demonstrations, audio-visual presentations, lectures, and small group discussions.
  3. Nutrition education pertains to nutritionally related topics that are culturally sensitive such as: dietary guidelines for older adults, modified meals and chronic disease, food and drug interaction, physical fitness health information as it relates to nutrition, meal planning and preparation, budgeting, shopping, and sanitation.
  4. Nutrition information shall be backed by credible research. Only materials from reputable sources shall be used such as The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.
  5. Post and advertise nutrition education sessions/activities in advance.
  6. Ensure that each center/site submits to the Contractor an outline of the proposed nutrition education program annually.
  7. Document the date, topic covered, name of the presenter and the number of people who attended the nutrition education. Keep documentation available for audit inspection for at least one year at the center/site.
  8. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or higher are referred to a healthcare professional for nutrition-related counseling.
- 17.3.5 Social Interaction
- a. Provide activities that encourage social interaction, e.g., recreation and group activities.
- 17.3.6 Site Monitoring
- iii. Monitor on an annual basis the centers/sites for compliance.
  - iv. Establish timeframes (not to exceed 30 days) for centers/sites to respond to monitoring reports and to initiate corrective actions.
- 17.4 Licensure/Certification Requirements – The Contractor shall ensure that:**
- 17.4.1 Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.
- 17.4.2 Nutritionists hold a Bachelor’s or Master’s degree in food and nutrition.
- 17.4.3 Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association, in good standing with the Board, and meet continuing education requirements.
- 17.4.4 Staffing Standards
1. Newly hired employees providing congregate meals shall submit three (3) references from persons other than their family members. All references, whether verbal or written, shall be contacted and results documented in the personnel record.
- 17.5 Performance Measures**
- 17.5.1 Number of congregate meals served annually.
- 17.6 Reporting Unit**
- 17.6.1 One unit of service equals one meal.

# ARIZONA DEPARTMENT OF ECONOMIC SECURITY

## SCOPE OF WORK

### 20.0 HOME DELIVERED MEALS

#### 20.1 Purpose Statement

20.1.1 The service helps increase the nutrient intake of older adults at nutrition risk and allow them to remain independent in their homes.

#### 20.2 Service Description

20.2.1 Taxonomy Definition – A service that provides for a nutritious meal containing at least 1/3 of the Recommended Dietary Allowance for an individual, delivered to his/her place of residence.

20.2.2 Home delivered nutrition services provide older adults, in their home or place of residence, with nutritious meals that meet 1/3 of the Dietary Reference Intakes.

20.2.3 Home delivered nutrition services provide resources and options, when available, that allow older adults to remain independent in their homes and communities.

20.2.4 A “wellness check” is conducted at the time of the meal delivery to ensure the general health and well-being of the client.

20.2.5 The service also provides for the opportunity for socialization.

20.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described in Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

<https://www.azdes.gov/common.aspx?menu=36&menuc=28&id=8252>

20.3 Service Requirements – The Contractor shall provide:

20.3.1 Menu planning

1. Develop cycle menus of six weeks or more to be rotated on a semi-annual basis (every six months).
2. Keep menus available, as served, for audit inspection for at least one year after the meals have been served.
3. Develop/distribute menus in the dominant language or languages of the participant group.
4. Incorporate ethnic and cultural preferences when planning menus.
5. Ensure a mechanism is in place to solicit the advice and expertise of:
  1. a dietitian or other individual described in 20.3.1.11,
  2. meal participants, and
  3. other individuals knowledgeable with regard to the needs of older individuals as stated in the DAAS Policy and Procedure Manual, Chapter 3200
6. Plan, prepare, provide and serve meals in accordance with the Arizona Department of Economic Security Division of Aging and Adult Services “Nutrition, Food Service, and Wellness Manual” as amended.
7. Ensure that each meal contains at least one-third (1/3) of the current Dietary Reference Intakes of nutrients, as established by the Food and Nutrition Board of the National Academy of Science – National Research Council.
8. Ensure that meals are planned following the current Dietary Guidelines for Americans, as may be amended.
9. Each meal must contain a specified number of calories as defined in the DAAS Policy and Procedure Manual.
10. Plan a majority of meals as hot. A few cold meals may be planned, such as once a week during the summer, to add variety to the menu. Examples include chef salad, sub sandwich or deli plate.
11. Submit menus on a standardized menu form to, and secure the approval of, a Registered Dietitian (R.D.), Nutritionist, Dietetic Technician Registered (DTR), or Certified Dietary Manager (CDM) prior to serving. The R.D., Nutritionist, DTR, or

CDM verifies menus by computerized nutritional analysis of at least one meal per week of the menu cycle and adherence to menu requirements in the DES/DAAS "Nutrition, Food Service and Wellness Manual" as may be amended.

12. Plan menus to reduce the frequent use of foods high in sugar, salt, and saturated fats.
13. Plan menus considering the availability of foods during seasons when they are most plentiful.

### 20.3.2

#### Meal Preparation and Service

1. Provide a nutritious home delivered meal at least once a day, five days a week except in rural areas where such frequency is not feasible, and has been approved by the Area Agency on Aging, Region One.
2. Prepare or arrange for preparation and service of meals, and adhere to menus as written.
3. Ensure that menu substitutions made because of a temporary inability to obtain certain foods are selected from the same food group.
  1. Substitution menus for holidays and special occasions must meet menu requirements.
  2. All substitutions must be documented on the menu for site review.
4. Purchase and receive food contributions only from an approved source, such as grocery stores and food vendors. The following shall not be used: cans which are bulging, dented, leaking, rusty, or which spurt liquid when opened; food with an off-odor; food which shows signs of mold; food prepared or canned in the home.
5. Package and deliver meals in a safe and sanitary manner.
6. Deliver meals directly to an individual, i.e., not left on doorsteps, mailboxes, or porches.
7. Provide each new participant with a current week's menu and provide on-going individuals with a copy of the monthly menu at least one week in advance.
8. Obtain the client's or authorized signature and date for each meal delivered and maintain the signatures in a central file.
9. Document in the individual's service log the number of meals received each month.
10. Maintain record/log of the number of meals delivered each month to each participant.
11. Assess general mental and physical health status ("wellness check") of the individual at the time of meal delivery.
12. Refer all individuals for appropriate action who present additional medical or social problems during the course of service delivery.
13. Prepare, then chill/freeze meals for distribution when appropriate for the preservation of the nutritional quality of the meal and/or the efficiency of food delivery. Documentation of the participant's ability to store and reheat the meal to appropriate temperatures must be maintained in the file.
14. Provide a frozen or shelf stable meal when it will be used as meals for non-delivery days, additional meals for the same day, or where it is cost-effective to service expansion to provide frozen meals beyond the limitations of a hot meal delivery circuit, provided that:
  1. The meal, its menu, and its preparation meet all the required standards;
  2. It is verified and documented in the case record that the individual has the facilities to properly store and prepare frozen meal(s); and
  3. If an individual is to receive more than one frozen meal per delivery, that the reason for receiving delivery of multiple meals is documented in the individual's case record.
15. Prepare and serve meals for persons needing diabetic or sodium-restricted diets, etc. (when appropriate and feasible) with written approval from the individual's physician, e.g., diet order. All special diet menus must be approved by a RD, Nutritionist, DTR, or CDM.
16. Review food service expenditures in order to further cost effective management.
17. Develop and implement an emergency plan to be used when the meal cannot be prepared or is unsuitable for consumption. This includes a one-day emergency menu with supplies on hand for implementation.

18. Give participants an opportunity to contribute towards the cost of the meal in accordance with the DAAS Policy and Procedure Manual, Chapter 3190, as may be amended.
19. Ensure that every participant is given the Nutrition Screening Survey initially, and annually thereafter. Those at high nutritional risk with a score of six or greater are referred to a healthcare professional for nutrition-related counseling.

20.3.3

Staff Training

1. Provide food safety and sanitation training for all new food service personnel within the first month of employment to include at a minimum: personal hygiene, proper attire for food service workers, cleaning and sanitizing, correct use of gloves, proper hot and cold food temperatures, proper use of a thermometer, food delivery procedures and correct disposal or storage of leftovers.
2. Ensure that all food handlers complete a course of food safety and sanitation within one month of employment. The site manager or the appropriate management staff shall have additional training such as ServSafe or other course approved by their County Health Department.
3. Provide training on a periodic basis to persons preparing and delivering meals. Training is encouraged in the areas of food safety and sanitation, storage, food preparation and service, cost effective management, purchasing, menu planning, equipment operation and safety;
4. Train meal delivery staff in communication and observation skills necessary to evaluate an individual's general mental and physical status at the time of meal delivery. This evaluation is considered a wellness check.
5. Document staff training in personnel files.

20.3.4

Nutrition Education

1. Provide to home delivered meal participants the printed nutrition education materials two times per quarter.
2. Plan, develop, and implement a written nutrition education program that includes at least two handouts each quarter, and that pertain to nutritionally related topics that are culturally sensitive such as, but not limited to:
  1. dietary guidelines for older adults
  2. modified meals and chronic disease
  3. food and drug interaction
  4. physical fitness health information as it relates to nutrition
  5. meal planning and preparation
  6. budgeting, shopping
  7. sanitation
3. Ensure that materials provided to participants allow for participant choices to achieve optimal nutritional health and remain independent in their homes and communities.
4. Ensure that nutrition information provided to participants is backed by credible research, such as but limited to: The American Dietetic Association, United State Department of Agriculture, United States Food and Drug Administration, National Institutes of Health, Centers for Disease Control, Administration on Aging, and the National Institute on Aging.

**20.4**

**Licensure/Certification Requirements – The Contractor shall:**

20.4.1

Ensure that Registered Dietitians and Registered Dietetic Technicians meet the requirements for membership in the American Dietetic Association, have successfully completed the examination for registration, and meet continuing education requirements.

20.4.2

Ensure that Nutritionists hold a Bachelor's or Master's degree in food and nutrition.

20.4.3

Ensure that Certified Dietary Managers meet the requirements for certification as identified by the Certifying Board of Dietary Managers of the Dietary Managers Association and who meet continuing education requirements and are in good standing with the Board.

20.4.4

Prepare and deliver meals in compliance with all local, county, state, and federal regulations and requirements for food service.

**20.5 Performance Measure**

20.5.1 Number of home delivered meals served annually

20.5.2 Percentage of Home Delivered Meal clients who experienced socialization at least 2 times per week.

**20.6 Reporting Unit**

20.6.1 One unit of service equals one meal.

**AREA AGENCY ON AGING, REGION ONE, INCORPORATED**  
**SERVICE SPECIFICATIONS**

**HOME DELIVERED MEALS**

1. ADDITIONAL SERVICE DESCRIPTION

- a. To provide for delivery of home delivered meals.
- b. Home delivered meals are a case managed service such that services under this contract are specific to Area Agency designated case management client referrals. Client eligibility shall be the sole discretion of the Area Agency and designated case management units.
- c. Within the parameters of the contract, Contractor may only serve clients authorized by Area Agency designated case management agencies.
- d. Assessments of clients need for meals and the specific need for more than one meal per day shall be the sole responsibility of case management.
- e. Annual Nutrition Screening Survey shall be the sole responsibility of case management.

2. ADDITIONAL DEFINITION OF UNIT OF SERVICE

- a. One unit of service equals one meal delivered to an authorized client.

3. SERVICE TASKS

The provider is responsible for transporting meals to clients based on the service authorization. The provider shall comply with the following requirements when delivering meals:

a. Delivery of Home Delivered Meals

- i. The vehicle in which meal delivery is provided must have valid license plates and, at a minimum, the State of Arizona required level of liability insurance.
- ii. Individuals conducting the delivery must be a minimum of eighteen (18) years of age and shall carry agency identification badge. Persons under the age of eighteen may assist with the delivery process if accompanied and supervised by a designated person over the age of eighteen.
- iii. Three (3) references from persons other than family members must be contacted for newly hired home delivered meal employees and newly recruited volunteers for delivery of home delivered meals. Documentation of contacts must be kept on file.
- iv. Training shall be provided for persons delivering home delivered meals. Training shall be conducted prior to the person performing the delivery on their own. Training must minimally include:
  1. social needs of the homebound client;
  2. development of observation of skills necessary to detect changes in client functioning or status;
  3. appropriate methods of interacting with homebound clients;
  4. appropriate responses to client medical emergencies;
  5. methods of reporting changes in client's physical/mental status;
  6. methods for reporting barriers to service delivery; and
  7. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors.
- v. A review must be conducted at least monthly by staff and/or delivery coordinator of the client status, routes (including time and distance) delivery specifications, compliance, and changes, and other home delivered meal services.

b. Client Signatures

- i. All clients must sign for the receipt of each home delivered meal.
- ii. If a client is unable to sign his/her name, then an adult in the home must sign the client's name and initial the signature. In the absence of a person in the home, the delivery person may execute a signature and initial the signature.

- c. Meal Delivery
  - i. Meals will be provided based on case management specific authorization as to day(s) per week and number of meals per day.
  - ii. A route sheet shall be used daily to document all clients' names, addresses, diet of meal, drink delivered, signature, and any special delivery instructions.
  - iii. Delivery of the meal must be made directly to the client..
  - iv. Delivery person will provide assistance, if needed, in opening the meal containers.
  - v. Delivery staff will allow for time in the home to inquire as to the well being and health of the client.
    - 1. The delivery staff must report all changes in client's mental or physical status to the senior center staff.
    - 2. The senior center staff must document the report in the client's file and the client's case manager and/or the emergency contact person for follow up.
  - vi. If the client is not home to receive the meal, the meal must be returned to the senior center.
- d. Non-Provision of Service Non-provision of service occurs when a client does not receive a scheduled home delivered meal. All instances of non-provision of service must be fully documented in the client's case file and appropriate action taken with the client, case manager, and/or emergency contact.

#### 4. CLIENT CONTRIBUTION POLICIES

- a. SAIL clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates shall be developed by the Contractor through the site council and reviewed annually. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods for clients to contribute must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client during delivery or by mail.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency on Aging monthly financial report.

#### 5. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. All home delivered meal operations must be conducted using the Pharos™ software.
- b. Reports and documentation must be reported on a calendar month only as follows:
  - i. HDM Master List
  - ii. Program Report
  - iii. Financial Statement

*ARIZONA DEPARTMENT OF ECONOMIC SECURITY*  
*SCOPE OF WORK*

**28.0 MULTIPURPOSE CENTER OPERATIONS**

**28.1 Purpose Statement**

28.1.1 The service is to help foster social, emotional, mental and physical well-being and reduce the social isolation of eligible individuals as well as providing beneficial intergenerational opportunities.

**28.2 Service Description**

28.2.1 Taxonomy Definition - A service that operates facilities and maintains activities necessary for the delivery of services.

28.2.2 Multipurpose centers are community facilities utilized for the organization and provision of a broad spectrum of services for older adults.

28.2.3 Activities and services are planned based on the participant's needs and preferences.

28.2.4 Centers provide:

1. An array of physical activities on a daily or weekly basis which may include but not limited to, chair exercises, aerobics, balance exercises, yoga, and Tai Chi.
2. Opportunities for socialization through group activities such as games, discussions, special events, crafts, and lectures
3. Required nutrition education activities such as food demonstrations, guest speakers, discussions, and videos
4. Other educational and recreational activities such as gardening, computer training, dancing
5. Outreach to the community on the available programs and services.
6. Assistance and information for available services such as housing, transportation, and legal services

28.2.5 Centers that serve as nutrition sites provide meals that meet 1/3 of the Dietary Reference Intakes.

28.2.6 Eligibility Requirements - The Contractor shall provide services to individuals that meet the eligibility requirements described Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.

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**28.3 Service Requirements – The Contractor shall provide:**

28.3.1 Operations

1. Provide services to meet the cultural and language needs of those being served.
2. Employ bilingual staff in centers whose participants have limited English proficiency
3. Maintain records (e.g., client participation, financial, staffing, activities).
4. Establish and post a contribution policy for services.
5. Train staff on services related to the elderly.
6. Establish and maintain project/site councils.
7. Involve participants in program planning and implementation.

28.3.2 Information on available services

1. Maintain and update a resource file of currently available services and resource referrals.
2. Provide written and verbal information on the following as available: housing, transportation, legal services, governmental programs, physical and mental health related services, food assistance, financial assistance, support groups, residential repair, energy assistance, and other relevant information.

28.3.3 Referral and assistance in accessing the services.

1. Assess/determine the services needed by individuals and groups.
2. Contact agencies providing the identified services.

3. Provide/arrange for transportation of individuals and groups to services when necessary.
4. Provide or arrange for assistance when the individual is handicapped or has limited English abilities.
5. Provide follow-up with individual and with agency providing service to ensure contact was made by the agency.

28.3.4 Outreach

1. Conduct outreach to ensure the participation of economically and socially needy individuals and of minorities.
2. Provide written and verbal information to community groups on services available at the center and offered by other agencies.
3. Conduct home visits to home-bound elderly in the community to conduct wellness checks.

28.3.5 Education

1. Provide educational opportunities that assist older individuals with their economic and personal needs including the following topics: consumer and continuing education, retirement and financial planning.
2. Provide or arrange a variety of health promotion and disease prevention sessions designed to maintain and/or improve the physical and mental health status of older individuals.
3. Provide written information on health promotion, disease prevention, mental and physical health to include home bound individuals.
4. Develop and maintain on-going physical activity programs.
5. Coordinate with local community resources to provide health screening and health risk assessments.
6. Provide training on the self-management of chronic conditions.
7. Develop and distribute a monthly calendar for educational activities.

28.3.6 Volunteer Opportunities

1. Designate a volunteer coordinator to provide meaningful volunteer opportunities for older individuals.
2. Develop a volunteer recruitment system.
3. Provide job descriptions for volunteers.
4. Provide training for volunteers.

28.3.7 Recreational Activities

1. Provide recreational activities appropriate to the physical and emotional needs of older individuals.
2. Develop and distribute a monthly calendar for recreational activities that may include, but not limited to entertainment, arts and crafts, field trips, special interest classes, and table games.

28.3.8 Intergenerational Programs

1. Provide intergenerational programs of mutual benefit that includes input from all age groups involved.

**28.4 Licensure/Certification Requirements**

28.4.1 All facilities used for Multipurpose Center Operations shall comply with Federal, State and local laws regarding public facilities, fire and sanitary codes and licensures, as may be amended.

**28.5 Performance Measure**

28.5.1 Participants needs and preferences will be met at least 90% of the time as measured through client satisfaction surveys conducted annually.

**28.6 Reporting Unit**

28.6.1 One unit of service equals 60 minutes of service time.

**ARIZONA DEPARTMENT OF ECONOMIC SECURITY**  
**SCOPE OF WORK**

*Multipurpose Center Operations Service Cluster*

**41.0 SOCIALIZATION AND RECREATION**

<b>41.1 Purpose</b>	<b>Statement</b>
41.1.1	This service promotes the improvement in social, emotional, mental and physical well-being of older adults.
<b>41.2 Service</b>	<b>Description</b>
41.2.1	Taxonomy Definition - A service that promotes mentally and emotionally healthy interaction between participants and that may be organized around leisure activities.
41.2.2	This service is to increase or maintain the functional independence of the eligible individuals by providing purposeful activities appropriate to the participants' preferences and needs.
41.2.3	Preferences and needs of the individuals, as well as the group, are evaluated and activities are planned accordingly.
41.2.4	The service may include physical activities such as chair exercises, balance exercises, dancing, and walking; developmental activities such as writing, drawing, reading, crafts, and sewing; emotional activities such as support groups and discussions; cognitive activities such as games, and puzzles that promote memory and thinking; and social activities such as group events (e.g., singing, dancing, trips to museums, theater, and parks.
41.2.5	Services include a variety of individual and group activities.
41.2.6	Target Population – The Contractor shall provide services in accordance with Chapter 3100 of the DAAS Policy and Procedure Manual, as may be amended.
<b>41.3 Service</b>	<b>Requirements</b> – The Contractor shall provide one or more of the following:
41.3.1	Assess the preferences and needs of the participants individually and/or as a group.
41.3.2	Develop and implement an activity plan in conjunction with the program participants.
41.3.3	Establish and maintain working relationships with community resources.
41.3.4	Utilize community resources for the provision of services.
41.3.5	Provide training and instruction in techniques necessary for individuals to participate in program activities and to independently choose and perform a variety of leisure-time activities.
41.3.6	Actively enlist participation of individuals in the service.
41.3.7	Provide a variety of recreational activities.
41.3.8	Document those activities in which the individual participated.
41.3.9	Providing training to paid and volunteer staff.
41.3.10	Solicit input from Site Councils, where available.
<b>41.4 Performance</b>	<b>Measure</b>
41.4.1	Number of participants attending recreational activities.
<b>41.5 Reporting</b>	<b>Unit</b>
41.5.1	One unit of service equals 60 minutes of staff time.

# **AREA AGENCY ON AGING, REGION ONE INCORPORATED**

## **SERVICE SPECIFICATIONS**

### **MULTIPURPOSE CENTER OPERATION**

### **SOCIALIZATION & RECREATION**

#### **1. ADDITIONAL REPORTING UNIT DEFINITIONS**

Area Agency recognizes two forms of units for this service:

- a. Activity: A unit shall be one activity in the categories of health promotion and exercise.
- b. Staff Hour: The staff reporting time is limited to the following categories:
  - i. Program Planning
  - ii. Conducting Activities
  - iii. Providing Social Services
  - iv. Conducting Outreach
  - v. Volunteer Coordination to include recruitment, supervision, recognition
  - vi. Staff Training provided to Contractor staff / volunteers
  - vii. Continuing Education for staff / volunteers

#### **2. SERVICE STANDARDS**

Contractor shall comply with the following minimum standards:

- a. Health Promotion

Conduct a minimum of two (2) health promotion activities per month that may include (but not limited to) health screening, disease information, nutrition education, home safety, and education sessions that will emphasize the benefits of physical exercise and activity.
- b. Exercise

Conduct a minimum of two (2) exercise classes per week. Exercise classes should be geared to a variety of skill levels to encourage participation from as many participants as possible.

#### **3. SERVICE REQUIREMENTS FOR SOCIALIZATION AND RECREATION**

Contractor will comply with all of the services as outlined in the Arizona DES Scope of Work, 41.3.

#### **4. REPORTING REQUIREMENTS**

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. All health promotion and exercise sessions must be reported using the Pharos™ software.
- b. Reports and documentation must be reported as follows:
  - i. Program Report for Activities
  - ii. Program Report for MCO Units
  - iii. Calendar of Activities
  - iv. Financial Statement

# ARIZONA DEPARTMENT OF ECONOMIC SECURITY

## SCOPE OF WORK

### 19.0 GENERAL TRANSPORTATION

#### 19.1 Purpose Statement

19.1.1 The service helps to assist older individuals and individuals with disabilities to maintain their independence and avoid costly and unwanted placement in a care facility by providing access to services.

#### 19.2 Service Description

19.2.1 Taxonomy Definition - A service that provides or assists in obtaining various types of transportation for specific needs.

19.2.2 The service includes the arrangement/provision of transportation services which may include the use of a bus or van.

19.2.3 Under the Family Caregiver Support Program, the service is provided as a supplemental service, on a limited basis, to complement the care provided by the caregiver.

19.2.4 Senior center participants may be transported from their place of residence to the center and returned to their residence; they may also be transported to appointments or other community services such as shopping.

19.2.5 Services may include the transport of groups to activities such as recreational, educational or community events.

19.2.6 Eligibility Requirements – The Contractor shall provide services to individuals and caregivers who meet the eligibility requirements described in Chapter 3100 and 3600 of the DAAS Policy and Procedure Manual, as may be amended.

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19.3 Service Requirements – The Contractor shall:

19.3.1 Ensure the vehicles used are constructed specifically for the transportation of persons. All seats are securely fastened to the body of the vehicle, individuals are properly seated when the vehicle is in operation, and individuals utilize seatbelts.

19.3.2 Ensure the availability and use of vehicles that are wheelchair accessible for those individuals who are wheelchair bound.

19.3.3 Maintain logs of maintenance completed on all vehicles used for the transportation of clients.

19.3.4 Ensure that drivers, including volunteers, carry required identification.

19.3.5 Provide training to drivers that includes instructing drivers how to assist individuals entering and exiting vehicles, handling emergencies, safe driving, vehicle safety, and disease specific training (e.g., Alzheimer's, Parkinson's, and Diabetes).

19.3.6 Ensure protection of the client's physical, emotional and mental well-being while using this service.

19.3.7 Provide information to individuals on accessing the transportation service.

19.3.8 Arrange transportation for individuals -

1. Make arrangements for transportation through public or private transportation methods.
2. Determine, with the individual and/or significant others, a plan for providing transportation.
3. Ensure that drivers are physically capable and carry identification, when transportation is provided by a volunteer.

19.3.9 Provide transportation for individuals

1. Transport individuals from one location to another. (This includes traveling to and from designated locations to pick up or drop off individuals.)
2. Ensure that drivers are physically capable to assist the individual with entering and exiting the vehicles as needed, and securing them safely within the vehicle.

3. Provide transportation to individuals with a physical disability in a vehicle adapted to their needs.
4. Record services delivered to each individual.
5. Adhere to time schedules.

**19.4 Licensure/Certification Requirements – The Contractor shall:**

- 19.4.1 Ensure that vehicles used for the transportation of clients meet federal, state and local safety and maintenance standards.
- 19.4.2 Ensure that individuals providing transportation are at least 18 years of age and possess valid Arizona Operator's or Commercial Driver's License.
- 19.4.3 Ensure that the vehicle in which transportation is provided has a valid Arizona license plate and, at a minimum, the required level of liability insurance.
- 19.4.4 Ensure that individuals providing transportation services have the expertise in safety standards to perform their tasks which may include training in CPR and first aid.
- 19.4.5 Pass a physical prior to providing transportation service to clients and pass a physical at least every two years.

**19.5 Performance Measure**

- 19.5.1 Number of one-way trips annually.

**19.6 Reporting Unit**

- 19.6.1 One unit of service equals one trip per person one way.

**AREA AGENCY ON AGING, REGION ONE INCORPORATED**  
**SERVICE SPECIFICATIONS**

**CITIZEN TRANSPORTATION – SENIOR CENTERS**

1. SERVICE DESCRIPTION / GOAL

This service provides or assists eligible participants in obtaining transportation.

2. ADDITIONAL STANDARDS / LICENSURE REQUIREMENTS

The Contractor shall comply with the following standards and/or licensure requirements:

- i. The vehicle shall be basically constructed for the transportation of persons. All seats shall be securely fastened to the body of the vehicle and individuals shall be properly seated when the vehicle is in operation. The vehicle must have seat belts installed and provide seat belt extenders as needed. Seat belts must be used by driver and passengers.
- b. Staff/volunteers shall be trained in the following areas:
  - i. CPR and First Aid and additional training on response for emergency situations;
  - ii. full vehicle equipment and operation training including optional manual over-rides on any equipment;
  - iii. appropriate methods of interacting with clients and observation techniques to detect changes in health and welfare;
  - iv. response protocol for emergency or urgent situations;
  - v. contribution procedures to ensure availability for clients to contribute and ensure confidentiality for all contributors
- c. Annually the Contract shall submit,
  - i. the boundaries for service, listing all senior centers served, and
- d. Service will be available to eligible riders to coincide with senior centers and adult day centers within the service area. The Area Agency on Aging reserves the right to change the hours of service within thirty (30) days written notice.
- e. Client eligibility shall consist of persons age sixty (60) or older, the spouse of a person age sixty (60) or over, or a person who is under sixty (60) who is disabled. All such persons in Maricopa County are eligible for this service.
- f. The drivers/aides are required to use the highest degree of care with the operation of equipment and assistance of riders. Each of the Contractor's drivers must provide assistance to passengers who need help going to/from the vehicle and home or senior center. Contractor may limit the number of bags or packages which passengers may have on board. Drivers will assist passengers with the packages from portal to portal, if necessary.
- g. The maximum in-vehicle ride time for ambulatory riders is forty (40) minutes. This assumes that the driver is transporting more than one rider.
- h. All drivers/aides in the program must carry agency identification and practice good hygiene and are required to be neat, clean and well groomed.
- i. All equipment used in the program must be kept clean and be cleaned regularly.
- j. The contractor must provide communications equipment for every vehicle used in the provision of this service.
- k. Smoking, expectorating, eating, and drinking alcoholic beverages by drivers or passengers while on board any vehicle providing service for this program is prohibited.
- l. Contractor shall assure that all federal, state, and local laws, regulations, ordinances, licenses, and inspections governing vehicles in this service are in compliance before service is begun and at all times covered by the period of this contract.
- m. Vehicle Maintenance
  - i. Contractors are expected to maintain their vehicles in good working condition. Area Agency reserves the right to inspect vehicles to ensure their safety, and to immediately

remove from the program any vehicle it deems unsafe until necessary corrections are made.

- ii. Vehicles to be used in providing services under the Area Agency contract may be inspected prior to awarding of the contract.
- iii. Vans and buses should be equipped with comfortable sized steps, grab bars, and seat belt extenders for added safety to senior citizen passengers.

### 3. CLIENT CONTRIBUTION POLICIES

- a. Clients shall be provided the opportunity to contribute toward the cost of service.
- b. Clients shall be informed of their right to contribute toward the service as well as their right to obtain the services if unable to contribute.
- c. Suggested contribution rates may be developed by the Contractor. Any suggested contribution shall not imply a charge.
- d. Any method or combination of methods must allow for a free and voluntary contribution, protect the privacy and confidentiality of each client with respect to his/her contribution, and be readily accessible to any client who chooses to make a contribution.
- e. Written guidelines and procedures for collections, handling, counting and depositing of contributions shall be developed. These procedures shall follow generally accepted accounting principles.
- f. Contributions toward the service shall be used solely to maintain or expand the service and accounted for on the Area Agency monthly financial report.
- g. Contractors shall be monitored on their effort in collecting contributions.

### 4. REPORTING REQUIREMENTS

Contractor shall comply with all Area Agency policies, procedures and directives regarding billing and as follows:

- a. Reports and documentation must be reported as follows:
  - i. Program Report
  - ii. Financial Statement

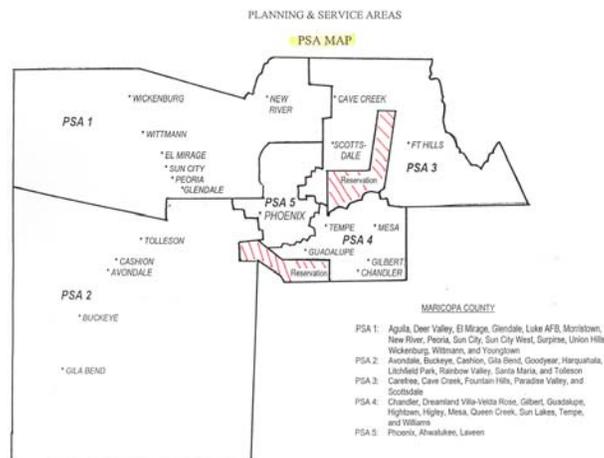
## FACILITY LOCATION

Contract services shall be delivered only at facilities and locations specified below and will be available during the hours and days of operation indicated:

AGENCY INFORMATION	CONTRACTED SERVICES BY SITE	S U B C O N T R A C T	DAYS OF WEEK & HOURS OF OPERATION BY SITE	GEOGRAPHIC SERVICE AREA  (service area by PSA, City(s) & communities or north, south, east, west boundaries)	ADULT DAY HEALTH CARE TRANSPORTATION or HOME DELIVERED MEALS DELIVERY AREA  (specific north, south, east, west boundaries)
City of Avondale 11465 W Civic Center Dr Avondale, AZ 85323 623-333-1000 623-333-0100 fax		N O T  A P P L I C A B L E	Monday-Thursday 7am to 6pm		
Avondale Community Center 1007 S. 3 <sup>rd</sup> Street Avondale, AZ 85323 (623) 333-2401 (623) 333-0270	Congregate Meals Home Delivered Meals Multipurpose Ctr Operations Transportation		Monday-Friday 8am to 2pm	PSA 2 City of Avondale, Goodyear, Litchfield Park	North – Camelback Rd South – Southern Ave East – 107 <sup>th</sup> Avenue West – Sarival Avenue

**HOLIDAY OBSERVANCES** A √ indicates the HOLIDAYS that the facility(s) listed above will not be open:

√	New Years Day	√	Labor Day	Other Holidays:	
√	Martin Luther King Day		Columbus Day		
√	President's Day	√	Veteran's Day		
	Good Friday	√	Thanksgiving Day(s): 2		
√	Memorial Day	√	Christmas Day(s): 1		
√	Independence Day		HOLIDAYS marked are administrative only; services are provided 24/7		



## CERTIFICATE REGARDING LOBBYING

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### Certification for Contracts, Grants, Loans, and Cooperative Agreements

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

### Statement for Loan Guarantees and Loan Insurance

The undersigned states, to the best of his or her knowledge and belief, that:

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If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

**CITY OF AVONDALE**

---

Signature and Date

**Charles McClendon, City Manager**

## CERTIFICATE OF DEBARMENT

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 28, 1988 Federal Register (pages 19160 - 19211).

1. By signing and submitting this document, the prospective recipient of federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the federal government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of federal assistance funds shall provide immediate written notice to the Area Agency President/CEO if at any time the prospective recipient of federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms "covered transaction," "debarred," "suspended," "ineligible," "lower tier covered transaction," "participant," "person," "primary covered transaction," "principal," "proposal," and "voluntarily excluded," as used in this clause, have the meanings set out in the Definitions and Coverage sections of rules implementing Executive Order 12549.
5. The prospective recipient of federal assistance funds agrees by signing this certification, that should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the Department of Labor (DOL).
6. The prospective recipient of federal assistance funds further agrees by signing this certification that it will include the clause titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion – Lower Tier Covered Transactions," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Non-Procurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, in addition to other remedies available to the federal government, the DOL may pursue available remedies including suspension and/or debarment.

**CITY OF AVONDALE**

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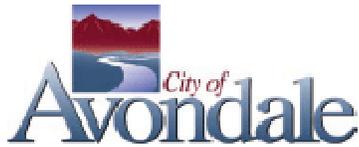
Signature and Date

**Charles McClendon, City Manager**

**COMMUNICATION PAGE**  
*(not an integral page of the Contract)*

**City of Avondale**  
**Contract 2013-05-AVO**

**6/11/12** EMAILED TO: [cmartinez@avondale.org](mailto:cmartinez@avondale.org)  
[fmccoy@avondale.org](mailto:fmccoy@avondale.org)



# CITY COUNCIL REPORT

**SUBJECT:**

First Amendment to Development Agreement with Phoenix Speedway Corporation

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

**FROM:** David Fitzhugh, Assistant City Manager (623) 333-1014

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff requests that the City Council consider a request to approve the First Amendment to a development agreement between the City of Avondale and Phoenix Speedway Corporation d/b/a Phoenix International Speedway and authorize the Mayor or City Manager and the City Clerk to execute the proper documents.

**BACKGROUND:**

The City Council approved a development agreement between the City of Avondale and Phoenix Speedway Corp. d/b/a Phoenix International Speedway (PIR) on November 22, 2010. The agreement establishes a mutual understanding of responsibilities for certain actions and expectations relating to infrastructure and current and future development. The City agreed to extend water and sewer services to the facility. PIR agreed to complete \$10 million track and facility improvements in the near term (completed) and to pursue long term improvements including diversified uses commensurate with a major sports and entertainment district as outlined in their Expansion Development Plan.

**DISCUSSION:**

In late December 2011, City and PIR staff mutually agreed to extend the completion dates to facilitate a more thorough review of the location of the proposed sewer lift station. This decision was made subsequent to the rejection of all bids for the water and sewer force main construction in late November 2011. PIR representatives were concerned with siting the sewer lift station facility near the front entrance to the grandstands and vendor area. As a result of the re-evaluation, all parties agreed to move the lift station approximately 2,000 feet west. The relocation requires additional design and modifications to the existing construction documents for the water line, sewer force main and lift station. PIR has agreed to reimburse the City for additional design costs directly resulting from the relocation. Staff is not seeking reimbursement of construction costs since the proposed location was the site originally included in our estimate.

The relocation requires modifications to the water line and sewer force main construction drawings to add 2,000 feet of pipe respectively. Council recently approved an amendment to our Professional Services Agreement with Kimley-Horn which includes fees to prepare additional design and plan sheets to extend the water line and sewer force main to the new location. The amendment also includes the design of an access driveway adjacent to the lift station and parallel to Indian Springs Road. These items are additional work and the result of the relocation of the lift station.

The lift station relocation requires additional design services by our consultant, Brown and Caldwell. The new location changes the length and elevation of the sewer force main entering the site. The changes in elevation requires the redesign of the wet well and associated structures, mechanical

(pumps), odor control, and electrical controls as well as additional project management, cost estimating and CAD services. All associated plan sheets must be modified to reflect these changes.

Not all of the changes are the result of the relocation. Staff re-evaluated the configuration of equipment on the site and, in consultation with operations staff, determined it to be in the best interest of operations to reconfigure the layout of the equipment. The City will pay for these design modifications. Council approved an amendment to our Professional Services Contract with Brown and Caldwell on June 18, 2012 in the amount of \$90,505 to revise construction drawings for the proposed lift station to reflect the change in location and facility configuration.

The existing Development Agreement included specific project delivery dates that cannot be met due to the change in the location of the lift station. An amendment to the agreement must be executed to reflect the extension of the schedule and the reimbursement of additional design costs incurred by the City resulting solely from the relocation of the facility.

**Revised Schedule:**

The following is the revised schedule with the proposed delivery dates incorporated into the First Amendment:

Water/Sewer Lines:

Open Bids August 22, 2012

Award Construction Contract: September 3, 2012

Water Line Completed to PIR: March 1, 2013

Construction Complete: May 2013

Sewer Lift Station:

Open Bids: November 14, 2012

Award Construction Contract: December 3, 2012

Construction Completed: November 1, 2013

**Reimbursement:**

PIR has agreed to reimburse the City for costs incurred to modify the construction documents due solely to the relocation of the lift station:

Revised Water and Sewer Plans (Kimley-Horn):

Water Line Design (2 sheets): \$5,031

Sewer Force Main Design (2 sheets): \$5,031

Indian Springs Rd Access: \$12,300 Water/Sewer Line Total: \$22,362

Revised Lift Station Plans (Brown and Caldwell):

Lift Station Design Changes (Brown and Caldwell): \$24,268 Geotechnical Investigation (Western Technologies): \$ 4,700

Lift Station Subtotal: \$28,968

Total Amount Reimbursed to the City: \$51,330

The new location will better meet the needs of PIR and will not adversely affect the City. This proposed amendment to the development agreement will extend the City's facility delivery obligation to compensate for the delay due to the relocation and provides a reimbursement by PIR for additional design costs resulting from the change in location.

**BUDGETARY IMPACT:**

Funding for the projects identified in the Development Agreement and this First Amendment are included in the proposed 2012-13 Capital Improvement Program (CIP). The Water Development program includes \$2.6 million in Project WA 1139 and \$500,000 in WA 1135. The Sewer

Development program includes \$3.5 million in project SW 1295.

**RECOMMENDATION:**

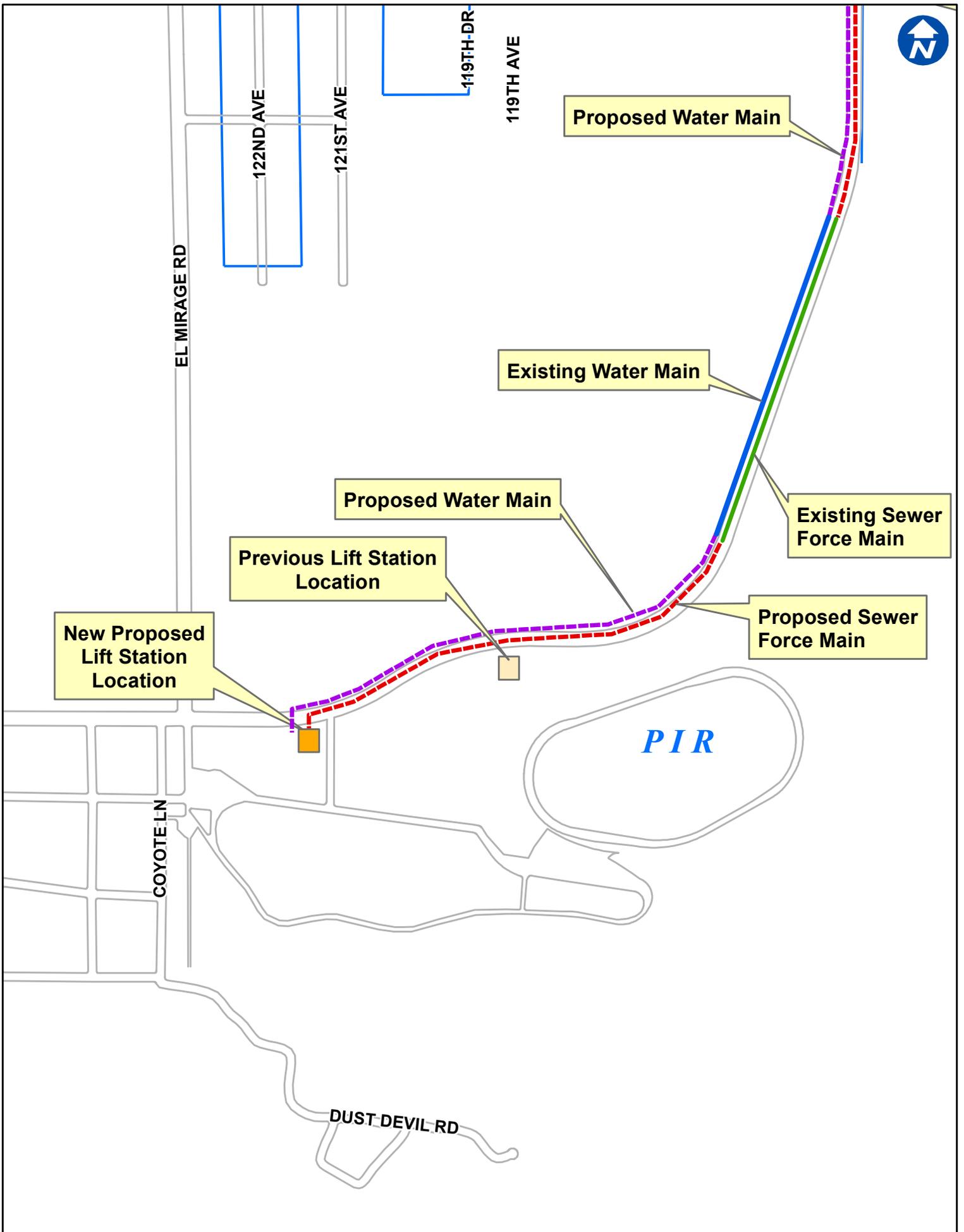
Staff recommends that the City Council approve the First Amendment to a development agreement between the City of Avondale and Phoenix Speedway Corporation d/b/a Phoenix International Speedway and authorize the Mayor or City Manager and the City Clerk to execute the proper documents.

**ATTACHMENTS:**

Click to download

[Location Map](#)

[Development Agreement](#)



**Proposed Water, Sewer, & Lift Station Exhibit**

**FIRST AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PHOENIX SPEEDWAY CORP.**

THIS FIRST AMENDMENT TO DEVELOPMENT AGREEMENT (this “First Agreement”) is entered into as of July 2, 2012, between the City of Avondale, an Arizona municipal corporation (the “City”) and Phoenix Speedway Corp., a Delaware corporation d/b/a Phoenix International Raceway (“PIR”).

RECITALS

A. The City and PIR entered into a Development Agreement dated November 22, 2010, relating to certain infrastructure improvements and other matters associated with PIR’s operations in Avondale, Arizona (the “Original Agreement”). Capitalized terms used herein and not otherwise defined shall have the meanings ascribed to them in the Original Agreement.

B. Pursuant to Subsection 3.1(A) of the Original Agreement, the City was to construct certain infrastructure referred to therein as the Avondale Boulevard Water Line.

C. Pursuant to Subsection 3.1(B) of the Original Agreement, the City was to construct certain infrastructure referred to therein as the Lift Station. For the purposes of this First Amendment, the “Lift Station” shall refer only to the lift station to be constructed on the PIR Property and the force main component described in Subsection 3.1(B) of the Original Agreement shall be referred to herein as the “Sewer Line.”

D. The Avondale Boulevard Water Line design documents and the Sewer Line design documents are currently 95% complete and the Lift Station design documents are currently 60% complete.

E. PIR has identified the need to relocate the Lift Station to a point on the PIR Property approximately 2,000 feet from the location at which it is currently being designed, causing a need to modify the designs for the Avondale Boulevard Water Line, the Sewer Line and the Lift Station (the “Design Changes”). The relative locations of the Lift Station and the necessary related water and sewer lines are depicted on Exhibit A, attached hereto and incorporated herein by reference.

F. The Parties have agreed to amend the Original Agreement to (i) allow for additional time for the Design Changes and (ii) allocate a portion of the cost for the Design Changes to PIR.

## 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 PIR hereby agree as follows:

1. Extensions of Time for Water Line Design Changes. The references to “November 1, 2012” set forth in Subsections 3.1(A) and 3.2(A) are hereby deleted and replaced with “March 1, 2013” wherever such references are found.

2. Extensions of Time for Sewer Design Changes. Subsection 3.1(B) of the Original Agreement is hereby deleted in its entirety and replaced with the following:

B. Wastewater Improvements. The City will budget sufficient funds in Fiscal Years 2011/2012 and 2012/2013 to design and construct a wastewater lift station that will provide sufficient sewer utility service to meet the minimum flow requirements as detailed in the Report and to be located at an appropriate site on the PIR Property as detailed in Section 3.2(C) below (the “Lift Station”) and the necessary accompanying sewer force main in Avondale Boulevard (the “Sewer Force Main”). The City will, subject to PIR’s obligations set forth in Subsections 3.2 below, design and construct the Lift Station by November 1, 2013 and the related Sewer Force main by March 1, 2013. The design of the Lift Station and Sewer force Main shall be at the City’s sole discretion, after considering and reasonably incorporating comments from PIR. PIR specifically agrees and understands that the City’s wastewater improvements, as set forth in this Subsection 3.1(B), shall not include a reservoir for wastewater storage for peak events, which reservoir, if any, shall be constructed, owned and operated by PIR at its sole cost and expense. The Avondale Boulevard Water Line, the Sewer Force Main and the Lift Station are collectively referred to herein as the “Public Infrastructure.”

3. Modification of Infrastructure Completion Schedule. Subsection 3.1(C) of the Original Agreement (Infrastructure Completion Schedule) is hereby deleted in its entirety and Subsection 3.1(D) of the Original Agreement (Agreement Subject to Appropriations) is hereby renumbered as Subsection 3.1(C).

4. PIR Contribution to Design Changes. The Original Agreement is hereby amended by adding new Subsection 3.2(I), to read as follows:

I. Design Change Cost Allocation. As its share of the costs related to PIR-requested modifications to the designs for the Avondale Boulevard Water Line, the Sewer Line and the Lift Station (the “Design Changes”), PIR shall contribute \$51,300.00 (\$5,031 for Avondale Boulevard Water Line changes; \$5031 for Sewer Force Main Changes; \$12,300 for a new driveway adjacent to Indian Springs Road; \$24,268 for sewer lift station design changes; and \$4,700 for geotechnical investigations at the new Lift Station location). Such payment for the Design Changes shall be made to the City not later than July 31, 2012.

5. Development Fee Payment. PIR shall be permitted to pay the applicable Development Fees related to the water/sewer improvements contemplated by the Original Agreement (and as modified by this First Amendment) according to the following schedule: (i) water-related development impact fees shall be payable at the earliest to occur of (A) PIR, or anyone acting on PIR's behalf, applying for any permit related to water improvements on the PIR Property or (B) September 1, 2012; and (ii) sewer-related development impact fees shall be payable at the earliest to occur of (A) PIR, or anyone acting on PIR's behalf, requesting and/or being granted permission to connect the sewer infrastructure on the PIR Property to the Lift Station or (B) 30 days following notice by the City, pursuant to Section 24-71 of the City Code, that sewer service is available to the property.

6. Payback Improvements. Subsection 5.2(B) of the Agreement is hereby deleted in its entirety and replaced with the following:

5.2 Payback Improvements. If PIR elects to design and/or construct all or any portion of the Public Infrastructure (a "Payback Improvement") and the City agrees, in writing prior to commencement of any Payback Improvement, to allow PIR to assume such obligation, the City agrees to reimburse PIR for all costs expended by PIR in such design and construction through a separate payback agreement between the City and PIR (the "Payback Agreement"). City may elect to reimburse PIR in full for the Payback Improvement upon dedication by PIR and acceptance by City of the Public Infrastructure. If City cannot pay for the Payback Improvement at the time of acceptance, then such reimbursement shall be provided through the Payback Agreement. The amount to be reimbursed through the Payback Agreement shall include all design, engineering, financing and construction costs, up to a maximum of the original cost of the Payback Improvement incurred by PIR in the design and construction of the Payback Improvement, but will not include the fair market value of any PIR Property dedicated by PIR on which any of the Payback Improvements are constructed.

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

8. Non-Default. By executing this First Amendment (i) PIR affirmatively asserts that (A) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Original Agreement and (B) any and all claims, known and unknown, relating to the Original Agreement and existing on or before the date of this First Amendment are forever waived and (ii) the City affirmatively asserts that (A) PIR is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Original Agreement and (B) any and all claims, known and unknown, relating to the Original Agreement and existing on or before the date of this First Amendment are forever waived.

9. Conflict of Interest. This First Amendment and the Original Agreement may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

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

“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
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)

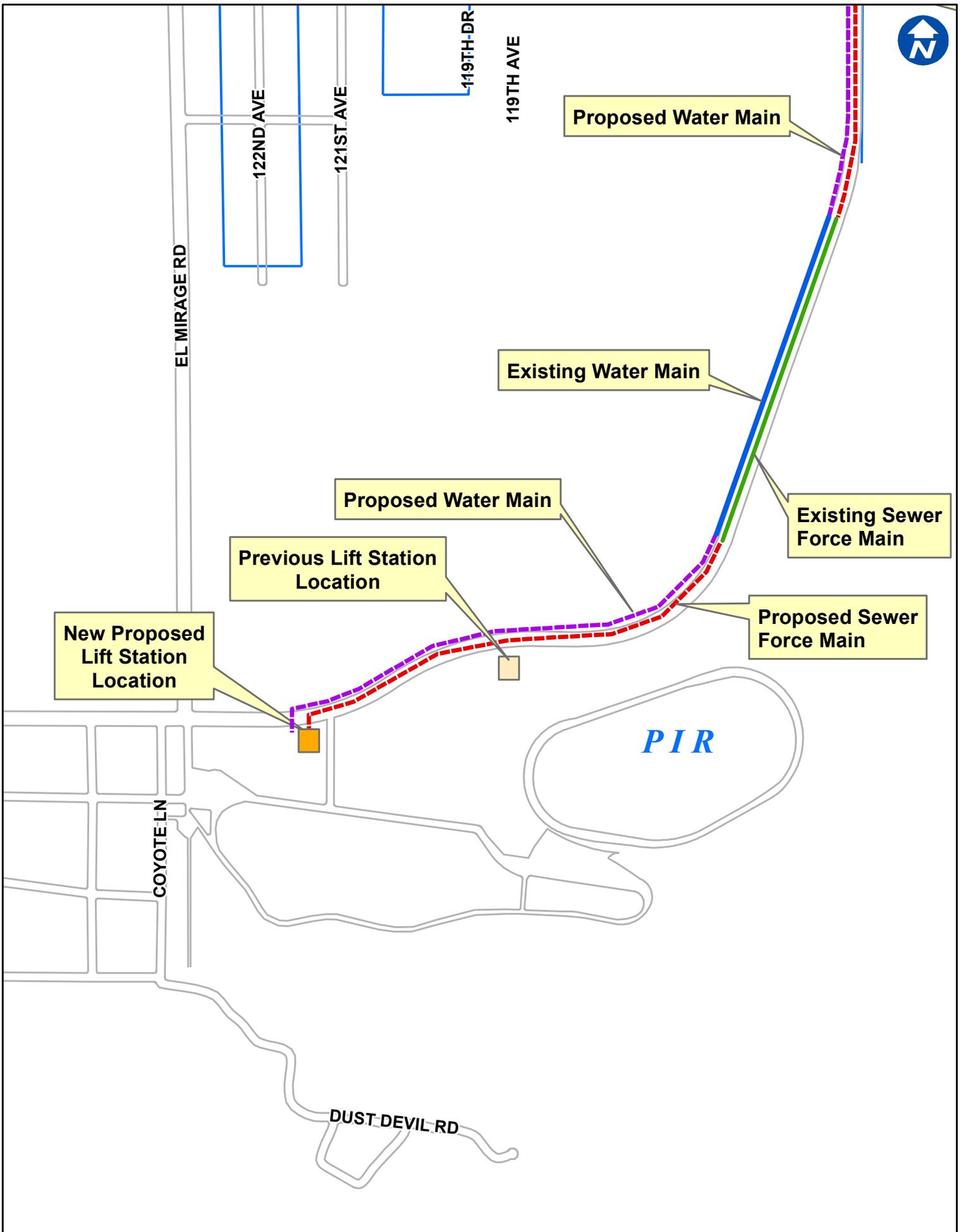
[SIGNATURES CONTINUE ON FOLLOWING PAGE]



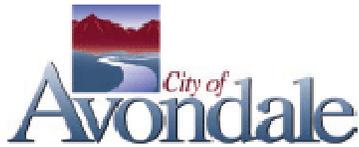
**EXHIBIT A  
TO  
FIRST AMENDMENT  
TO  
DEVELOPMENT AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
PHOENIX SPEEDWAY CORP.**

[Location Map]

See following page.



**Proposed Water, Sewer, & Lift Station Exhibit**



# CITY COUNCIL REPORT

**SUBJECT:**

Fourth Amendment to Professional Services Agreement - CapitalEdge Advocacy LLC

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council extend its contract with CapitalEdge Advocacy Inc., a Washington, D.C. based advocacy firm for one year. CapitalEdge will continue to represent Avondale in obtaining federal assistance to achieve the goals of Avondale's federal policy agenda. The contract amount will remain the same as in FY 11-12 for the amount not to exceed \$69,000.

**BACKGROUND:**

CapitalEdge Advocacy is one of a few firms in Washington that provides services exclusively to local governments. Its president, Carolyn Chaney, founded CapitalEdge in 1995, and has more than thirty years experience lobbying in Washington, D.C. Over the years, the principals at CapitalEdge have established a very successful track record in securing federal funds, influencing legislation, negotiating relief from burdensome regulations, as well as identifying grant opportunities.

**Services**

*Federal Program Development* - CapitalEdge will visit Avondale at least once a year in order to discuss federal issues of interest with elected officials and City staff with the intention of developing a Federal Program for the coming year. The Federal Program will then serve as the basis for the City of Avondale's efforts throughout the year. However, unanticipated issues may come up after the Plan is developed that will be addressed based on their importance to the City.

*Advocacy* - On behalf of the City of Avondale, CapitalEdge will lobby Congress and the Executive Branch based on the established list of City priorities. CapitalEdge will assist with federal competitive grants processes in helping Avondale identify funding opportunities and address grant details.

*National Organization Support* - CapitalEdge will help facilitate Mayor and Council with their involvement regarding government membership organizations in Washington such as the National League of Cities (NLC) and U.S. Conference of Mayors (USCM).

*Information Services* - CapitalEdge will provide up to date information on their advocacy activities and timely information services regarding Congressional matters. CapitalEdge will provide weekly reports and monthly reports that pertain to Congressional activities and their advocacy efforts on behalf of the City of Avondale.

**DISCUSSION:****2012 - 2013 Federal Issue**

During the next Congressional Session there is a strong likelihood that Congress will still be dealing with reauthorization of federal highway and transit programs. This continues to be an opportunity for the City of Avondale and other cities within the region to advocate for regional projects. Additionally,

we anticipate needed assistance and monitoring of the Environmental Protection Agency's actions with regard to the Phoenix-Goodyear Airport North Superfund. Support staff is needed to facilitate discussions with Congressional members within Arizona and in other States on regional issues pertaining to the improvement of Arizona entry ports to maximize regional economic development opportunities.

Finally, CapitalEdge maintains an expertise in the policy and process areas of National League of Cities. As Mayor Rogers transitions from the Second Vice President to the President of the National League of Cities, staff facilitation from CapitalEdge will be essential in her role as President and in her role as the MAG Regional Chair.

**BUDGETARY IMPACT:**

If approved by Council, the CapitalEdge Advocacy Inc, contract will be effective July 1, 2012 - June 30, 2013 in an amount not to exceed \$69,000. Funds are included in the annual operating budget.

**RECOMMENDATION:**

Staff recommends that the City Council extend the CapitalEdge contract for an additional year to cover the period from July 1, 2012 - June 30, 2013 in an amount not to exceed \$69,000.

**ATTACHMENTS:**

Click to download

[PSA](#)

**FOURTH AMENDMENT  
TO  
PROFESSIONAL SERVICES AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CAPITALEEDGE ADVOCACY LLC**

THIS FOURTH AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "Fourth Amendment") is made as of July 2, 2012, between the City of Avondale, an Arizona municipal corporation ("City"), and CapitalEdge Advocacy LLC, a Washington, D.C. limited liability company (the "Consultant").

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated December 14, 2009, as amended by that certain First Amendment dated January 5, 2010, amended again by that certain Second Amendment dated November 15, 2010, and amended again by that certain Third Amendment dated June 20, 2011 (collectively, the "Agreement"), for federal lobbyist and information services (the "Services").

B. The City and the Consultant have determined that it is necessary to amend the Agreement to (i) continue the Consultant's performance of the Services on behalf of the City beyond the expected end date (the "Continued Services"), (ii) extend the term of the Agreement to permit performance of the Continued Services and (iii) authorize additional compensation to the Consultant for the Continued Services.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is extended from July 1, 2012 through June 30, 2013.

2. Compensation. The City shall pay Consultant an aggregate amount not to exceed \$69,000.00 for the Continued Services.

3. Payments. The City shall pay the Consultant in equal monthly payments of \$5,750.00, based upon work or other efforts undertaken on behalf of the City and upon submission and approval of monthly reports. All monthly reports shall describe all work or other efforts undertaken on behalf of the City justifying payment therefor.

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

5. Non-Default. By executing this Fourth Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this Fourth Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this Fourth Amendment are forever waived.

6. Conflict of Interest. The Agreement and this Fourth Amendment may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.

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

**“City”**

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGEMENT)

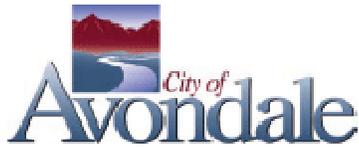
STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

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)





# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3054-712 - Memorandum of Understanding relating to an Edward Byrne Memorial Justice Assistance Grant

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing the acceptance of \$26,984 from the Edward Byrne Memorial Justice Assistance program for the purpose of maintaining a temporary Records Clerk position for the Police Department. This position was originally funded by this grant in 2010 and again in 2011.

**BACKGROUND:**

The Department of Justice has released the Edward Byrne Memorial Justice Assistance Grant (JAG). The JAG Program provides states, tribes, and local governments with funding to support a range of program areas including law enforcement, prosecution and court, prevention and education, corrections and community corrections, drug treatment and enforcement, planning, evaluation, and technology improvement, and crime victim and witness initiatives.

**DISCUSSION:**

The Avondale Police Department used this funding in 2010 to hire a Records Clerk. This position has been assigned various projects within the Records Bureau, most of which pertain to a backlog of police records that need to be analyzed to determine if they can be archived, merged with existing files, or destroyed per the Arizona State Library Archives and Public Records Schedule. In addition, this person has been cross trained in all other areas of records, and is tasked with creating an efficient way to track citations for the purpose of improving accountability and cross referencing in relation to citations that have been issued.

**BUDGETARY IMPACT:**

Grant funding is in the amount of \$26,984 with no match requirements. The temporary position includes salary and benefits, and when the grant funds are exhausted, the position will be eliminated. Technology related items such as computers and phones already exist for this position.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the acceptance of \$ 26,984 from the Edward Byrne Memorial Justice Assistance program for the purpose of maintaining a temporary Records Clerk position for the Police Department.

**ATTACHMENTS:**

Click to download

[Resolution 3054-712](#)

**RESOLUTION NO. 3054-712**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING A MEMORANDUM OF UNDERSTANDING RELATING TO AN EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE PROGRAM GRANT FOR LAW ENFORCEMENT ENHANCEMENT ACTIVITIES.

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

SECTION 1. The Memorandum of Understanding among the City of Avondale, the City of Chandler, the Town of Gilbert, the City of Glendale, the City of Goodyear, the City of Mesa, the City of Peoria, the City of Phoenix, the City of Scottsdale, the City of Tempe, and the County of Maricopa, Arizona, relating to acceptance and administration of Edward Byrne Memorial Justice Assistance Program Grant funds for law enforcement enhancement activities (the “MOU”) 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 MOU 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, July 2, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3054-712

[MOU]

See following pages.

**THE STATE OF ARIZONA  
COUNTY OF MARICOPA**

**KNOW ALL BY THESE PRESENT**

**MEMORANDUM OF UNDERSTANDING  
AMONG**

**CITY OF AVONDALE, CITY OF CHANDLER, TOWN OF GILBERT, CITY OF GLENDALE,  
CITY OF GOODYEAR, CITY OF MESA, CITY OF PEORIA, CITY OF PHOENIX, CITY OF  
SCOTTSDALE, CITY OF TEMPE, AND COUNTY OF MARICOPA, ARIZONA**

**EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) PROGRAM  
FY 2012 LOCAL SOLICITATION (CFDA #16.738)**

This Memorandum of Understanding (MOU) is made and entered into by and among the COUNTY of MARICOPA, hereinafter referred to as COUNTY; and the CITY of AVONDALE; and the CITY of CHANDLER; and the TOWN of GILBERT; and the CITY of GLENDALE; and the CITY of GOODYEAR; and the CITY of MESA; and the CITY of PEORIA; and the CITY of PHOENIX; and the CITY of SCOTTSDALE; and the CITY of TEMPE, hereinafter referred to as CITIES and TOWNS; all of Maricopa County, State of Arizona, witnesseth:

**WHEREAS**, this MOU is made under the authority of A.R.S. §§11-201, -251:

**WHEREAS**, the CITIES and TOWNS and the COUNTY have become entitled to certain grant funds through the Edward Byrne Memorial Justice Assistance Grant (JAG) Program; and

**WHEREAS**, each governing body, in performing governmental functions or in paying for the performance of governmental functions hereunder, shall make that performance or those payments from current revenues legally available to that party; and

**WHEREAS**, each governing body finds that the performance of this MOU is in the best interests of all parties, that the undertaking will benefit the public, and that the division of costs fairly compensates the performing party for the services or functions under this agreement; and

**WHEREAS**, the CITIES and TOWNS agree the COUNTY shall receive all the funds and distribute the funds to the CITIES; and

**WHEREAS**, the CITIES and TOWNS and COUNTY believe it to be in their best interests to reallocate the JAG funds;

**NOW THEREFORE, the COUNTY and CITIES and TOWNS agree as follows:**

**Section 1**

COUNTY agrees to receive \$1,404,287 from the JAG award for the Maricopa County JAG Program.

COUNTY agrees to pay City of Avondale a total of \$26,984 of JAG funds.

COUNTY agrees to pay City of Chandler a total of \$55,800 of JAG funds.

COUNTY agrees to pay Town of Gilbert a total of \$16,045 of JAG funds.

COUNTY agrees to pay City of Glendale a total of \$94,222 of JAG funds.

COUNTY agrees to pay City of Goodyear a total of \$8,312 of JAG funds.

COUNTY agrees to pay City of Mesa a total of \$138,780 of JAG funds.

COUNTY agrees to pay City of Peoria a total of \$21,381 of JAG funds.

COUNTY agrees to pay City of Phoenix a total of \$690,019 of JAG funds.

COUNTY agrees to pay City of Scottsdale a total of \$30,720 of JAG funds.

COUNTY agrees to pay City of Tempe a total of \$65,272 of JAG funds.

All payments to CITIES and TOWNS will be made within thirty (30) days after receipt of the JAG funds by COUNTY.

**Section 2**

COUNTY agrees to use \$256,752 for the JAG Program until September 30, 2015.

**Section 3**

- 1. Term.** This Agreement shall be in effect for the term of the FY2012 JAG grant, being October 1, 2011 through September 30, 2015, unless terminated sooner in accordance with the terms of the grant, and such reasonable time thereafter as may be needed to complete the administration of the grant. Per Section 7 below, this MOU shall not be effective until filed with the Maricopa County Recorder's Office.
- 2. Obligations of the COUNTY.** The COUNTY agrees to administer the Funds as provided in Section 1, and shall:
  - A. Ensure that the funds received by COUNTY are dispersed to the CITIES and TOWNS in accordance to this MOU, and shall
  - B. Collect and transmit to the appropriate Federal funding authorities all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
- 3. Obligations of the CITIES and TOWNS.** During the term of this Agreement;
  - A. The CITIES and TOWNS agree that the COUNTY will administer the Funds as provided in Section 1.
  - B. The CITIES and TOWNS will maintain and provide to the COUNTY all financial and program reports as required by the terms and conditions of the grant and applicable Federal regulations.
  - C. The CITIES and TOWNS will be responsible for their own actions in providing services under this MOU and shall hold harmless the parties to this MOU from any liability that may arise from the furnishing of the services by the other parties.
- 4. DISCLAIMER.** This MOU is not intended to and will not constitute, create, give rise to, or otherwise recognize a joint venture, agency, partnership or formal business association or organization of any kind among the parties, and the rights and obligations of the parties shall be only those expressly set forth in this MOU.
- 5. NON-AVAILABILITY OF FUNDS.** Each payment obligation of the parties created hereby is conditioned on the availability of funds. The parties recognize that the continuation of this MOU after the close of any of their respective fiscal years shall be subject to the approval of their respective governing bodies providing an appropriation covering this item as an expenditure. None of the parties represent that said budget items will be actually adopted.

**6. NOTICES.** Notices provided under this Agreement shall be directed to the following persons:

<p>The <b><u>COUNTY</u></b>:</p> <p>Alice Bustillo  C/O County Manager's Office  301 W. Jefferson Street, 10th Floor  Phoenix, AZ 85003  602-372-7059  Fax: 602-506-1642</p>	<p>The CITY of <b><u>AVONDALE</u></b>  Name: Charles McClendon</p> <hr/> <p>Address: 11465 West Civic Center Drive</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Avondale AZ 85323</p> <hr/> <p>Phone: 623-333-1000</p> <hr/> <p>Fax: 623-333-0100</p> <hr/>
<p>The CITY of <b><u>CHANDLER</u></b>  Name: Judy Mandt</p> <hr/> <p>Address: Chandler Police Department</p> <hr/> <p>Address: Mail Stop 303</p> <hr/> <p>Address: PO Box 4008</p> <hr/> <p>City/St/Zip: Chandler AZ 85244-4008</p> <hr/> <p>Phone: 480-782-4085</p> <hr/> <p>Fax: 480-782-4086</p> <hr/>	<p>The TOWN of <b><u>GILBERT</u></b>  Name: John W. Lewis, Mayor</p> <hr/> <p>Address: 50 E. Civic Center Dr</p> <hr/> <p>Address:</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Gilbert AZ 85296</p> <hr/> <p>Phone: 480-503-6860</p> <hr/> <p>Fax: 480-497-4943</p> <hr/>
<p>The CITY of <b><u>GLENDALE</u></b>  Name: Ed Beasley, City Manager</p> <hr/> <p>Address: 5850 W. Glendale Avenue</p> <hr/> <p>Address: Suite 431</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Glendale AZ 85301</p> <hr/> <p>Phone: 623-930-2870</p> <hr/> <p>Fax: 623-847-1399</p> <hr/>	<p>The CITY of <b><u>GOODYEAR</u></b>  Name: Christine McMurdy</p> <hr/> <p>Address: City Manager's Office</p> <hr/> <p>Address: 190 North Litchfield Road</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Goodyear AZ 85338</p> <hr/> <p>Phone: 623-882-7806</p> <hr/> <p>Fax: 623-882-7077</p> <hr/>
<p>The CITY of <b><u>MESA</u></b>  Name: Bill Kalaf</p> <hr/> <p>Address: Mesa Police Department</p> <hr/> <p>Address: P.O. Box 1466</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Mesa AZ 85211</p> <hr/> <p>Phone: 480-644-5365</p> <hr/> <p>Fax: 480-644-2857</p> <hr/>	<p>The CITY of <b><u>PEORIA</u></b>  Name: Teresa Corless</p> <hr/> <p>Address: City of Peoria Police Department</p> <hr/> <p>Address: 8351 W. Cinnabar Avenue</p> <hr/> <p>Address:</p> <hr/> <p>City/St/Zip: Peoria, AZ 85345</p> <hr/> <p>Phone: 623-773-7035</p> <hr/> <p>Fax: 623-773-7015</p> <hr/>

<u>The CITY of <b>PHOENIX</b></u> Name: Gary Turner Address: Phoenix Police Department Address: 4 <sup>th</sup> Floor, Suite 422 Address: 620 W. Washington St City/St/Zip: Phoenix AZ 85003 Phone: 602-534-3622 Fax: 602-534-1613	<u>The CITY of <b>SCOTTSDALE</b></u> Name: Melissa Miller Address: Scottsdale PD Headquarters Address: 8401 E. Indian School Rd. Address: City/St/Zip: Scottsdale AZ 85251 Phone: 480-312-1979 Fax: 480-312-7891
<u>The CITY of <b>TEMPE</b></u> Name: Miyoung Kim Address: C/O Tempe Police Department - OMBR Address: 120 E. 5 <sup>th</sup> Street Address: City/St/Zip: Tempe AZ 85281 Phone: 480-350-8358 Fax:	

**Section 4**

The parties to this MOU do not intend for any third party to obtain a right by virtue of this MOU.

**Section 5**

**CONFLICT OF INTEREST.** This MOU is subject to A.R.S. §38-511.

**Section 6**

By entering into this MOU, the parties do not intend to create any obligations express or implied other than those set out herein; further, this MOU shall not create any rights in any party not a signatory hereto.

**Section 7**

This MOU shall not be effective until filed with the Maricopa County Recorder's Office.

**Section 8**

The COUNTY and CITIES and TOWNS warrant they are in compliance with the provisions in A.R.S. §41-4401 (e-verify).

**Section 9**

Pursuant to A.R.S. §§ 35-391.06 and 35-393.06, all Parties hereby warrant, and represent that they do not have, and its subcontractors do not have, and during the term hereof will not have a scrutinized business operation in either Sudan or Iran.

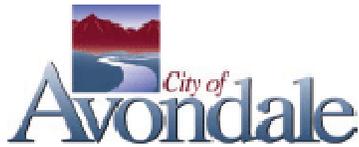
**Section 10**

Mutual Indemnification. Each Party (as “Indemnitor”) agrees to indemnify, defend, and hold harmless the other Party (as “Indemnatee”) from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys’ fees, expert witnesses’ fees and other litigation costs) (hereinafter collectively referred to as “Claims”) arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnatee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p>	<p><b>MARICOPA COUNTY</b></p>
<p>Deputy County Attorney, Civil Svcs Div      Date</p>	<p><b>By:</b> _____ Max Wilson</p> <p><b>Its:</b> <u>Chairman of the Board of Supervisors</u></p> <p><b>Attest:</b> _____ Fran McCarroll, Clerk of the Board</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p>	<p><b>CITY OF AVONDALE</b></p>
<p>Avondale City Attorney      Date</p>	<p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p>	<p><b>CITY OF CHANDLER</b></p>
<p>Chandler City Attorney      Date</p>	<p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p>	<p><b>TOWN OF GILBERT</b></p>
<p>Gilbert Town Attorney      Date</p>	<p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p>	<p><b>CITY OF GLENDALE</b></p>
<p>Glendale City Attorney      Date</p>	<p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Goodyear City Attorney Date</p>	<p><b>CITY OF GOODYEAR</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Mesa City Attorney Date</p>	<p><b>CITY OF MESA</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Peoria City Attorney Date</p>	<p><b>CITY OF PEORIA</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Phoenix City Attorney Date</p>	<p><b>CITY OF PHOENIX</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>
<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p> <p>_____</p> <p>Scottsdale City Attorney Date</p>	<p><b>CITY OF SCOTTSDALE</b></p> <p><b>By:</b> _____</p> <p>Type Name: _____</p> <p><b>Its:</b> _____</p> <p><b>Attest:</b> _____</p> <p><b>DATE:</b> _____</p>

<p>This Agreement is in the proper legal form and is within the powers and authority granted under the laws of this State to those parties represented by the undersigned legal counsel.</p>	<p><b>CITY OF TEMPE</b></p>
<p>_____</p> <p>Tempe City Attorney</p>	<p><b>By:</b> _____</p>
<p>Date</p>	<p>Type Name: _____</p>
	<p><b>Its:</b> _____</p>
	<p><b>Attest:</b> _____</p>
	<p><b>DATE:</b> _____</p>



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3055-712 - Fifth Amendment to Intergovernmental Agreement for Library Reciprocal Borrowing

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that the City Council adopt a resolution authorizing the Fifth Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Library District (MCLD) decreasing the Reciprocal Borrowing Program (RBP) reimbursement rate from \$28.50 to \$25 per patron and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**BACKGROUND:**

The RBP is collaboration between MCLD and participating valley cities. The program provides a seamless use of libraries throughout Maricopa County for patrons, and offers financial reimbursement to local municipalities for non-residents who use city libraries.

On July 1, 2001 the City of Avondale entered into an IGA with the MCLD authorizing the RBP. This agreement stipulates that the city will provide library services to non-residents of the City of Avondale under the same regulations as the City uses to serve Avondale residents. The services include access to and use of City library facilities for the purpose of identifying, reading, using or borrowing books and materials, library reference services, children's library services and other library services mutually agreed upon between the City and the MCLD.

The IGA further provided that the City of Avondale will receive an annual reimbursement per patron for non-residents usage of the City of Avondale Public Library. The per-patron amount received is set by MCLD and is based on current Maricopa County tax receipts. The amount received by participating municipalities is calculated based upon non-residents using the Avondale Public Library less Avondale residents using other participating libraries. The parameters of this agreement prevent the City of Avondale from ever owing money to the Maricopa County Library District. If the City is not eligible for reimbursement, no money will change hands. The original reimbursement rate was \$20 per patron.

**DISCUSSION:**

This is the fifth amendment to this agreement. MCLD assesses the rate each year based on their financial outlook and presents an annual rate proposal to partnering municipalities.

On April 17, 2006 Council approved the First Amendment to the IGA which allowed the County to raise the reimbursement amount in two phases to \$24.50 for FY 05/06 and then again in FY 06/07 to \$29.00 based on revenue projections. On May 18, 2009 City Council approved the Second Amendment decreasing the RBP reimbursement rate to \$26.00. City Council approved the third amendment on July 19, 2010 increasing the rate to \$28.50. The fourth amendment was approved on August 3, 2011 and extended the agreement for one additional year but did not change the existing

rate of \$28.50. Approval of this amendment will allow the MCLD to amend the agreement with the City for one year to decrease the reimbursement rate from \$28.50 to \$25. This request is for a one year decrease only.

**BUDGETARY IMPACT:**

Maricopa county income projections are expected to decrease for the upcoming FY due to economic variables that effect Maricopa County tax receipts which fund this program. This resolution will allow the MCLD to amend the agreement with the City of Avondale for one year to decrease the Reciprocal Borrowing Program reimbursement rate from \$28.50 to \$25.00. Projected revenue received by the City of Avondale from this program will decrease by approximately 13% from \$235,000 to about \$204,450.

**RECOMMENDATION:**

Staff recommends that the City Council adopt a resolution authorizing the Fifth Amendment to the Intergovernmental Agreement (IGA) with the Maricopa County Library District (MCLD) decreasing the Reciprocal Borrowing Program (RBP) reimbursement rate from \$28.50 to \$25 per patron and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

**ATTACHMENTS:**

Click to download

[Resolution 3055-712](#)

**RESOLUTION NO. 3055-712**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE FIFTH AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY LIBRARY DISTRICT, RELATING TO THE RECIPROCAL BORROWING PROGRAM.

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

SECTION 1. The Fifth Amendment to Intergovernmental Agreement with the Maricopa County Library District, relating to the reciprocal borrowing program (the “Fifth Amendment”) is hereby approved substantially in 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 take all steps necessary to cause the execution of the Fifth 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, July 2, 2012.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3055-712

[Fifth Amendment]

See following pages.

FIFTH AMENDMENT TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN THE  
MARICOPA COUNTY LIBRARY DISTRICT  
AND THE CITY OF AVONDALE  
FOR  
THE RECIPROCAL BORROWING PROGRAM

Agenda # C-65-06-029-0-04

THIS FIFTH AMENDMENT ("Amendment") TO INTERGOVERNMENTAL AGREEMENT C-65-02-011-2 that was effective July 1, 2001, by and between the City of Avondale ("City") and the Maricopa County Library District ("Library District"), with reference to the following facts:

RECITALS

WHEREAS, the Library District has established a Reciprocal Borrowing Program for the benefit of its members in order to expand the availability of Library Services;

WHEREAS the City has participation in this program; and

WHEREAS the Library District is willing to continue the program;

NOW THEREFORE the City and the Library District agree that the IGA, effective July 1, 2001, shall continue with the following amendments:

AMENDMENTS

- 1.1. The effective date for services under this Amendment shall be July 1, 2012 to June 30, 2013.
- 1.2. The Library District shall reimburse the City, semi-annually, at a rate of \$25.00 per net non-resident user.
- 1.3. The IGA, as amended by this Amendment, is hereby confirmed. All other terms and conditions of the IGA shall remain in full force and effect.

IN WITNESS WHEREOF, the CITY OF AVONDALE and the MARICOPA COUNTY LIBRARY DISTRICT have executed this Agreement effective on the date first above written.

CITY OF AVONDALE

MARICOPA COUNTY LIBRARY DISTRICT

By: \_\_\_\_\_  
Mayor  
City of Avondale

By: \_\_\_\_\_  
Chairman, Board of Directors  
Maricopa County Library District

ATTEST:

ATTEST:

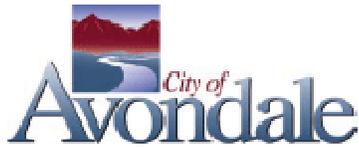
By: \_\_\_\_\_  
City Clerk  
Date

By: \_\_\_\_\_  
Clerk of the Board  
Date

The foregoing Agreement has been reviewed by the undersigned counsel who has determined that it is in proper form and within the power and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney  
City of Avondale  
Date

By: \_\_\_\_\_  
Attorney  
Maricopa County Library District  
Date



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3058-712 - Setting the Property Tax Levy for FY 2012-2013 in the Amount of \$4,595,850

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

**FROM:** Kevin Artz, Finance & Budget Director (623) 333-2011

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting that Council adopt a resolution setting the property tax levy for fiscal year 2012-2013, in the amount of \$4,595,850.

**DISCUSSION:**

As required by City Charter, Article VI, Section 6 and A.R.S. §42-17151, the Council must fix, levy and assess the amount to be raised by property taxes as proposed in the annual budget by the third Monday in August. In compliance with A.R.S. §42-17104, a public hearing was held on June 18, 2012 to solicit public input on the final budget and proposed tax levy. Because the amount to be levied this next fiscal year does not exceed the previous year, the City did not have to comply with Truth in Taxation requirements of A.R.S. §42-17107 by publishing a Truth in Taxation notice in the West Valley View.

Based on the amounts presented in the final adopted budget, the City will levy less than the maximum allowable primary property tax levy for the 2012-2013 fiscal year. The primary property tax levy will be utilized to fund general government operations as allowed by State Law. The primary property tax levy is \$2,328,590. Based on the assessed valuation provided by Maricopa County, the primary property tax rate is \$0.6751 per \$100 of assessed valuation.

The secondary tax levy will be utilized for the retirement of principal and payment of interest on general obligation bonds of the City as allowed by State Law. The secondary property tax levy is fixed at \$2,267,260. The secondary property tax rate is \$0.6559 per \$100 of assessed valuation.

The total estimated tax rate for fiscal year 2012-2013 is \$1.3310 per one-hundred dollars of assessed valuation, which maintains the tax rate from fiscal year 2011-2012 (\$1.3310). The total tax levy is \$4,595,850.

**RECOMMENDATION:**

Staff recommends that Council adopt a resolution setting the primary and secondary property tax levies for fiscal year 2012-2013, in the amount of \$4,595,850.

**ATTACHMENTS:**

Click to download

[Resolution 3058-712](#)

**RESOLUTION NO. 3058-712**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF AVONDALE SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH ONE HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS; AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING JUNE 30, 2013.

**WHEREAS**, the Council of the City of Avondale (the "City Council") is required by ARIZ. REV. STAT. §§ 42-17151 and 42-17253 to adopt, by resolution, an annual tax levy based upon the rate to be assessed per each one hundred dollars (\$100.00) of valuation of property within the corporate limits of the City of Avondale (the "City"); and

**WHEREAS**, by the provisions of State Law, the resolution levying taxes for fiscal year 2012-2013 is required to be finally adopted on or before the third Monday in August and not less than 14 days after a hearing thereon; and

**WHEREAS**, the required hearing was held and the City's annual budget was adopted by Resolution No. 3050-612 at a meeting of the City Council held on June 18, 2012, at least 14 days prior to adoption of this Resolution No. 3058-712; and

**WHEREAS**, Maricopa County is the assessing and collecting authority for the City.

**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.** There is hereby levied on each one hundred dollars (\$100.00) of the assessed value of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a primary property tax rate of \$0.6751 (or such other amount as deemed necessary by the Maricopa County Assessor), which is sufficient to raise the sum of \$2,328,590, the maximum levy allowed by law for the fiscal year ending on June 30, 2013.

SECTION 3. In addition to the rate set in Section 2 hereof, there is hereby levied on each one hundred dollars (\$100.00) of assessed valuation of all property, both real and personal, within the corporate limits of the City, except such property as may be by law exempt from taxation, a secondary property tax rate of \$0.6559 (or such other amount as deemed necessary by the Maricopa County Assessor), which is sufficient to raise the sum of \$2,267,260 for the purpose of providing bond interest and redemption funds for General Obligation Bond debt service for the fiscal year ending June 30, 2013.

SECTION 4. Failure by the officials of Maricopa County, Arizona, to properly return the delinquent list, any irregularity in assessments or omissions in the same, or any irregularity in any proceedings shall not invalidate such proceedings or invalidate any title conveyed by any tax deed; failure or neglect of any officer or officers to timely perform any of the duties assigned to him or to them shall not invalidate any proceedings or any deed of sale pursuant thereto, the validity of the assessment or levy of taxes or of the judgment or sale by which the collection of the same may be enforced shall not affect the lien of the City upon such property for the delinquent taxes unpaid thereon, and no overcharge as to part of the taxes or of costs shall invalidate any proceedings for the collection of taxes or the foreclosure; and all acts of officers de facto shall be valid as if performed by officers de jure.

SECTION 5. The City Clerk is hereby authorized and directed to transmit a certified copy of this Resolution to the Maricopa County Assessor and the Maricopa Board of Supervisors.

SECTION 6. If any provision of this Resolution 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 Resolution.

SECTION 7. 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.

[SIGNATURES ON FOLLOWING PAGE]

**PASSED AND ADOPTED** by the Council of the City of Avondale, July 2, 2012.

---

Marie Lopez Rogers, Mayor

ATTEST:

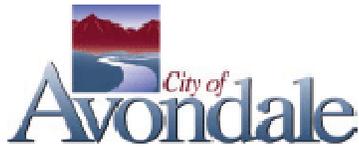
---

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

---

Andrew J. McGuire, City Attorney



# CITY COUNCIL REPORT

**SUBJECT:**

Resolution 3059-712 - Intergovernmental Agreement with the City of Litchfield Park

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

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

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Wigwam Creek South Community Association Board representatives continue to seek the annexation of their community into the City of Avondale. The proposed Intergovernmental Agreement between the City of Avondale and the City of Litchfield Park articulates the actions each city will take allowing residents of Wigwam Creek South to conduct an annexation petition campaign. The Council will take appropriate action.

**BACKGROUND:**

In April 2012 staff presented the concept of preparing an Intergovernmental Agreement between Avondale and Litchfield Park that charted the course of action each city would take to enable the residents of Wigwam Creek South to begin their part of the annexation process. Without the assurances the IGA provides, the leadership of the Wigwam Creek South Community Association cannot invest the resources needed to conduct an annexation petition drive.

The City of Litchfield Park strip annexed around this residential community and secured the commercial corners. Therefore, the City of Avondale cannot annex the residential community of Wigwam Creek South, unless Litchfield Park removes a portion of the strip. The WWC South Community Association representatives have sought removal of a portion of the strip so that Avondale could consider their annexation request. Litchfield Park has agreed to remove a portion of the strip along the northern boundary of Indian School pursuant to the terms of the attached Intergovernmental Agreement.

The IGA represents an agreed upon method and sequence of actions that gives the WWC South Community Association confidence to invest the financial and physical resources needed to mount an annexation petition drive.

Once the strip along the northern boundary of Indian School is removed and the contiguity requirement of the annexation law satisfied, the WWC South Board can begin its petition drive to secure 51% of property owners' signatures on the annexation petition. It is only after 51% of property owners have signed the petition that Avondale City Council can consider the community's formal annexation request.

The IGA spells out the land swap agreement between Avondale and Litchfield Park that will take place if Avondale City Council agrees to annex WWCS. The IGA articulates the sequence of legislative actions each city will take to complete the agreed upon land swaps.

The proposed land swaps outlined in the IGA take place only if and when Avondale annexes WWC South. At that time, Avondale would release the Post Office parcel to be annexed by Litchfield Park.

Litchfield Park would release for Avondale to annex the business park at El Mirage and Camelback. Litchfield Park would retain the commercial corners at Dysart and Indian School and Dysart and Camelback. The construction sales tax revenues on the business park at Camelback and El Mirage would be partially rebated (1.5% of the 2.5%) to Litchfield Park, if the business park develops in the next 25 years.

Because the City of Litchfield Park does not have the staff needed to manage the maintenance of an arterial roadway, the IGA specifies that Avondale will retain responsibility for Indian School Road west of Dysart to the Goodyear border.

**DISCUSSION:**

In 2008, officers of the Wigwam Creek South Community Association approached the City to explore the possibility of being annexed. The WWC South Board had at that time obtained letters of interest signed by approximately 51% of the property owners.

The resident's primary interest is in securing Police and Fire protection from the City of Avondale. As a county island, the residents currently purchase fire protection from Rural Metro and police service is provided by the County Sheriff. If the annexation is approved, sanitation services would be provided by Avondale. Wigwam Creek South is currently served by Liberty Water and would remain on that system even if the annexation is approved.

According to the County Assessor's records there are 1266 Single Family Homes and one 300 unit Apartment Complex.

Number of Homes	1,266
Est. Population	4,051
Avg. Home Value	142,000
Est. Assessed Valuation	17,977,200

Finance staff used the assessed valuations data from the county and rental data to prepare estimated revenues. These are slightly outdated estimates of possible revenue generated by the residential community.

Primary Property Tax	\$96,926
State Shared (GF) \$444.8 per home	\$563,117
HURF \$163.2 per home	\$206,611
Secondary Property Tax \$92.60 per home	\$141,864
Sanitation @\$20/month	\$303,840
Potential Annual Revenue	\$1,390,349

Staff estimates indicate that the cost of providing Police, Fire and Sanitation services would consume most of the revenues generated. A more updated and complete revenue and cost analysis will be completed once the annexation petition process is underway and before the Council is asked to consider the annexation.

**BUDGETARY IMPACT:**

None.

**RECOMMENDATION:**

Staff recommends approval of the Intergovernmental Agreement between the City of Avondale and the City of Litchfield Park regarding the legislative actions each will take in consideration of a possible annexation petition from the residents of Wigwam Creek South.

**ATTACHMENTS:**

Click to download

[Resolution 3059-712](#)

**RESOLUTION NO. 3059-712**

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK RELATING TO THE ANNEXATION/DEANNEXATION OF WIGWAM CREEK.

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

SECTION 1. The Intergovernmental Agreement with the City of Litchfield Park relating to the annexation/deannexation of Wigwam Creek (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, July 2, 2012.

\_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Andrew J. McGuire, City Attorney

EXHIBIT A  
TO  
RESOLUTION NO. 3059-712

(Agreement)

See following pages.

## INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (this “Agreement”) is made and entered into \_\_\_\_\_, 2012 (the “Effective Date”) by and between the City of Litchfield Park, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona (hereinafter referred to as “Litchfield Park”), and the City of Avondale, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona (hereinafter referred to as “Avondale”). Avondale and Litchfield Park may be referred to herein individually as a “Party” or collectively as the “Parties.”

### RECITALS

A. Avondale has been requested to consider annexation of an area of residential development situated in unincorporated Maricopa County located northeast of the intersection of Indian School Road and Dysart Road, commonly referred to as “Wigwam Creek South.”

B. In order to consider such annexation request, Avondale has determined that certain areas of land lying within the strip-annexed area of Litchfield Park will need to be deannexed from Litchfield Park and annexed into Avondale in order to meet the contiguity requirements of Arizona Revised Statutes (“A.R.S.”) § 9-471 *et seq.*

C. Avondale and Litchfield Park have identified other areas of their respective jurisdictions that are desirable for annexation/deannexation in conjunction with the Wigwam Creek South annexation.

D. Avondale and Litchfield Park desire to enter into this Agreement to facilitate (i) the annexation of Wigwam Creek South into Avondale and (ii) the annexation / deannexation of the other identified areas.

### AGREEMENT

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

#### **1. General Provisions.**

1.1 Purpose and Intent. The purpose and intent of this Agreement is to set forth the procedures and obligations of Litchfield Park and Avondale with respect to (i) the deannexation from Litchfield Park and annexation into Avondale of a portion of Litchfield Park’s annexed strip, (ii) the annexation of Wigwam Creek South into Avondale, (iii) the deannexation from Litchfield Park and annexation into Avondale of certain other property, (iv) the deannexation from Avondale and annexation into Litchfield Park of certain property, (v) the preservation of some revenues each Party would have received from construction sales taxes generated from property to be annexed to the other Party and (vi) responsibility for maintenance and repair of portions of the Indian School Road Right-of-Way after completion of the contemplated

deannexations/annexations. The Parties intend that both of the annexations described in Paragraphs 4 and 5 of this Agreement be completed, and if only one such annexation is completed, then the annexing city will deannex that property back into the city from which it was deannexed pursuant to this Agreement.

1.2 Duration. The duration of this Agreement shall commence on the Effective Date and shall remain in full force and effect until such time as all acts required to be performed in this Agreement are completed.

1.3 Manner of Financing. The Parties agree that each shall bear its own costs associated with its respective obligations and duties under this Agreement from duly budgeted funds. Beyond payment of its own costs, neither Party shall have any financial obligation to the other Party with respect to the terms of this Agreement.

## **2. Deannexation by Litchfield Park of a Portion of its Annexed Strip.**

2.1 Ordinance Adoption. Litchfield Park shall adopt an ordinance deannexing a portion of its annexed strip along Indian School Road (the “Indian School Annexation Strip”), as described and depicted in Exhibit A, into Avondale and Avondale shall adopt an ordinance annexing the Indian School Annexation Strip, pursuant to the requirements and procedures set forth in A.R.S. § 9-471.02.

2.2 Board of Supervisors Notification. Avondale and Litchfield Park shall each forward a copy of their respective ordinances adopted pursuant to Paragraph 2.1 above to the Maricopa County Board of Supervisors (the “Board”) for approval by the Board.

2.3 Property Owner Notification. Litchfield Park shall forward the notice required by A.R.S. § 9-471.02(E) to the owners of real property within the Indian School Annexation Strip.

2.4 Certification and Filing. Upon receipt of the order from the Board ordering the deannexation and annexation of the Indian School Annexation Strip as set forth herein (the “Indian School Annexation Strip Order”), Avondale shall ensure that the Indian School Annexation Strip Order is certified and filed in accordance with A.R.S. § 9-471.02(I).

## **3. Annexation of Wigwam Creek South into Avondale.**

3.1 Commencement of Annexation. Within 30 days following receipt of the Indian School Annexation Strip Order, Avondale shall file with the Maricopa County Recorder’s Office a blank petition and map describing territory proposed to be annexed by Avondale (Wigwam Creek South) in accordance with A.R.S. § 9-471(A). The map and legal description of Wigwam Creek South shall substantially conform to the map and legal description attached hereto as Exhibit B.

3.2 Signature Gathering Period. After the 30-day waiting period described in A.R.S. § 9-471(A)(1), signatures may be obtained on an annexation petition to annex Wigwam Creek South into Avondale, and if sufficient signatures are obtained on the annexation petition,

Avondale may proceed to adopt an ordinance annexing Wigwam Creek South in accordance with A.R.S. § 9-471.

3.3 Failure to Annex. If sufficient signatures are not obtained to annex Wigwam Creek South into Avondale prior to the end of the one-year period set forth in A.R.S. § 9-471(A)(4), or if Avondale notifies Litchfield Park that it will not annex Wigwam Creek South, whichever occurs first, then within 60 days of either event, Avondale shall adopt an ordinance deannexing the Indian School Annexation Strip into Litchfield Park and Litchfield Park shall adopt an ordinance annexing the Indian School Annexation Strip in accordance with A.R.S. § 9-471.02. The Parties shall thereafter comply with the requirements of said statute in order to ensure that the Indian School Annexation Strip is ultimately annexed into Litchfield Park.

#### **4. Annexation of County Right-of-Way by Litchfield Park.**

If the annexation of Wigwam Creek South into Avondale is completed as set forth in Section 3 above, Litchfield Park shall adopt an ordinance and take such other steps as necessary pursuant to A.R.S. § 9-471(N) to cause the annexation into Litchfield Park of the strip of right-of-way described and depicted in Exhibit C (the “Indian School Road Right-of-Way”). Litchfield Park shall commence the annexation process set forth in this Section 4 as soon as reasonably possible after completion of the Wigwam Creek South annexation and shall diligently pursue it to completion.

#### **5. Deannexation of Territory by Litchfield Park and Annexation by Avondale.**

5.1 Ordinance Adoption. If the annexation of Wigwam Creek South into Avondale is completed as set forth in Section 3 above, and Litchfield Park has completed the annexation of the Indian School Road Right-of-Way set forth in Section 4 above, Litchfield Park shall adopt an ordinance deannexing into Avondale the strip area described and depicted on Exhibit D (the “Wigwam Creek Strip”) and the business park also described and depicted on Exhibit D (the “Monument Point Area”) (the Wigwam Creek Strip and the Monument Point Area are collectively referred to herein as the “Litchfield Park Territory”) and Avondale shall adopt an ordinance annexing the Litchfield Park Territory, pursuant to the requirements and procedures set forth in A.R.S. § 9-471.02. Such ordinances shall be adopted within 60 days of the completion of the annexation of Wigwam Creek South into Avondale.

5.2 Board of Supervisors Notification. Avondale and Litchfield Park shall each forward a copy of their respective ordinances adopted pursuant to Paragraph 4.1 above to the Board for its consideration.

5.3 Property Owner Notification. Litchfield Park shall forward the notice required by A.R.S. § 9-471.02(E) to the owners of real property within the Litchfield Park Territory.

5.4 Certification and Filing. Upon receipt of the order from the Board ordering the deannexation and annexation of the Avondale Territory as set forth herein (the “Litchfield Territory Order”), Avondale shall ensure that the Litchfield Territory Order is certified and filed in accordance with A.R.S. § 9-471.02(I).

## **6. Deannexation of Territory by Avondale and Annexation by Litchfield Park.**

6.1 Ordinance Adoption. At the same meetings as the adoption of their respective ordinances by Litchfield Park and Avondale described in Paragraph 5.1 above, Avondale shall adopt an ordinance deannexing the territory described and depicted in Exhibit E (the “Post Office Area”) into Litchfield Park and Litchfield Park shall adopt an ordinance annexing said territory, pursuant to the requirements and procedures set forth in A.R.S. § 9-471.02.

6.2 Board of Supervisors Notification. Avondale and Litchfield Park shall each forward a copy of their respective ordinances adopted pursuant to Paragraph 6.1 to the Board for its consideration.

6.3 Property Owner Notification. Avondale shall forward the notice required by A.R.S. § 9-471.02(E) to the owners of real property within the Post Office Area.

6.4 Certification and Filing. Upon receipt of the order from the Board ordering the deannexation and annexation of the Post Office Area as set forth herein (the “Avondale Order”), Avondale shall ensure that the Avondale Order is certified and filed in accordance with A.R.S. § 9-471.02(I).

## **7. Mutual Cooperation.**

7.1 Reliance on Agreements. The Parties agree that the deannexations and annexations of territory described in Sections 5 and 6 above are interrelated and that Litchfield Park would not deannex the Litchfield Park Territory into Avondale and Avondale would not deannex the Post Office Area into Litchfield Park but for the obligations, covenants and conditions set forth in Sections 5 and 6 above.

7.2 Failure to Complete. Avondale and Litchfield Park agree that the annexation of the Litchfield Park Territory into Avondale and the annexation of the Post Office Area into Litchfield Park are interrelated and that it is necessary that if both cannot be completed, the Post Office Area will remain in Avondale and the Litchfield Park Territory will remain in Litchfield Park. Accordingly, Avondale agrees that if the Litchfield Park Territory is not annexed into Avondale for whatever reason within 180 days of completion of the Wigwam Creek Annexation as set forth in Section 3 above, it will cease the process of annexing the Litchfield Park Territory and Litchfield Park agrees that if the Post Office Area is not annexed into Litchfield Park for whatever reason within 180 days of completion of the Wigwam Creek Annexation, it will cease the process of annexing the Post Office Area. Both Parties agree that if one of the territories is successfully annexed into the corporate boundaries of the other Party, but the companion territory is not, the Party successfully annexing the territory shall deannex such territory to the city of origin.

7.3 Coordinated Actions. Litchfield Park and Avondale shall cooperate with each other and shall coordinate their actions to fulfill the purposes of this Agreement and to facilitate the required actions by the Board.

## **8. Duties Following Annexation/Deannexation**

8.1 Rebates. Avondale collects transaction privilege taxes (levied pursuant to the Avondale Tax Code) for taxable construction activities (“Construction Sales Taxes”). One percent of the City’s current 2.5% rate for Construction Sales Taxes is restricted for funding public safety, water, sewer and streets (the “Restricted Construction Sales Tax Portion”). After completion of the annexation of the Litchfield Park Territory by Avondale and continuing for a period of 25 years from the effective date of this Agreement, Avondale will pay to Litchfield Park an amount equal to the first 1.5% of Construction Sales Taxes generated from the Litchfield Park Territory. This obligation to pay such amounts to Litchfield Park shall only apply to that portion of Construction Sales Taxes that are not included in the Restricted Construction Sales Tax Portion, but in no event shall the amounts payable to Litchfield Park be less than the amount equal to the first 1.5% of such Construction Sales Taxes. This obligation is further restricted to those Construction Sales Taxes that are collected as a result of new development upon the Litchfield Park Territory, and shall not be applicable to any re-use or redevelopment of property for which the Construction Sales Taxes have already been rebated to Litchfield Park pursuant to this Subsection.

8.2 Maintenance of Indian School Road. Upon completion of all of the annexation and deannexation actions contemplated by this Agreement, Avondale shall be solely responsible for maintenance of the Indian School Road Right-of-Way described in Section 4 above. As used herein, “maintenance” shall include, but not be limited to, paving, striping, reconstruction, barricading and traffic control and maintaining or replacing traffic control devices in the Indian School Road Right-of-Way in a manner consistent with Avondale’s maintenance of arterial roadways within its control, including its existing portions of Indian School Road to the east and west of the Indian School Road Right-of-Way. It is the intent of the Parties that Litchfield Park shall have no responsibility whatsoever, now or in the future, with respect to the Indian School Road Right-of-Way. Litchfield Park agrees to execute all documents necessary to grant Avondale the access necessary to complete its maintenance obligations as set forth in this Subsection. Avondale shall, to the extent permitted by law, indemnify and hold harmless Litchfield Park, its agents, representatives, officers, officials and employees for, from and against all claims, damages, losses and expenses, including but not limited to, attorney fees, court costs, expert witness fees and the cost of appellate proceedings, relating to, arising out of or alleged to have resulted from the maintenance by Avondale of the Indian School Road Right-of-Way. This indemnification does not extend to Litchfield Park’s willful misconduct or gross negligence.

## **9. General Provisions.**

9.1 Compliance With the Law. It is recognized by Avondale and Litchfield Park that any annexation or deannexation must comply with the provisions of A.R.S. §§ 9-471 and 9-471.02, respectively. It is further recognized that neither Avondale nor Litchfield Park can prohibit property owners from protesting the deannexations or annexations. However, to the extent the law allows, it is agreed that Litchfield Park and Avondale shall complete the deannexations and annexations in the manner described in this Agreement.



received (i) when delivered to the Party, (ii) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (iii) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a Party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a Party shall mean and refer to the date on which the Party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

9.8. Waiver. No delay in exercising any right or remedy shall constitute a waiver thereof, and no waiver by the either Party of the breach of any covenant of this Agreement shall be construed as a waiver of any preceding or succeeding breach of the same or any other covenant or condition of this Agreement.

9.9 Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. The signature pages from one or more counterparts may be removed from such counterparts and such signature pages all attached to a single instrument so that the signature of all Parties may be physically attached to a single document.

9.10 Headings. The descriptive headings of the sections of this Agreement are inserted for convenience only and shall not control or affect the meaning or construction of any of the provisions hereof.

9.11 Further Acts. Each of the Parties hereto shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.

9.12 E-Verify. The Parties are subject to the requirements and provisions in A.R.S. §§ 23-214 and 41-4401 and Federal Immigration Laws and Regulations and shall verify compliance upon request.

9.13 Scrutinized Businesses. The Parties are subject to the requirements and provisions in A.R.S. §§ 35-391.06 and 35-393.06 (Scrutinized Business Relations with Sudan and Iran) and shall certify compliance upon request.

[SIGNATURES ON FOLLOWING PAGE]

**IN WITNESS WHEREOF**, the City of Litchfield Park and the City of Avondale have executed this Agreement effective the date first above written.

CITY OF LITCHFIELD PARK:

CITY OF AVONDALE

By: \_\_\_\_\_  
Thomas L. Schoaf, Mayor

By: \_\_\_\_\_  
Marie Lopez Rogers, Mayor

ATTEST:

ATTEST:

By: \_\_\_\_\_  
Mary Rose Evans, City Clerk

By: \_\_\_\_\_  
Carmen Martinez, City Clerk

In accordance with the requirements of A.R.S. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and that (ii) as to their respective clients only, each attorney has determined that this Agreement is in proper form and is within the powers and authority granted under the laws of the State of Arizona.

By: \_\_\_\_\_  
Attorney for the City of Litchfield Park

By: \_\_\_\_\_  
Attorney for the City of Avondale

EXHIBIT A  
TO  
INTERGOVERNMENTAL AGREEMENT  
BETWEEN  
THE CITY OF LITCHFIELD PARK  
AND  
THE CITY OF AVONDALE  
FOR  
ANNEXATION OF WIGWAM CREEK SOUTH

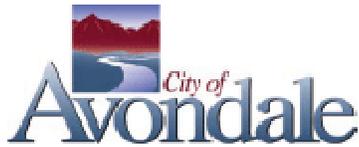
[Indian School Annexation Strip Map and Legal Description]

See following pages.

DUE TO ITS SIZE, THE REMAINDER OF THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/Home/View/29706>



# CITY COUNCIL REPORT

**SUBJECT:**

First Amendment to Cooperative Purchasing Agreement - Corporate Technology Solutions LLC

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council  
**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to obtain City Council approval for amending the City's Purchasing Agreement with Corporate Technology Solutions LLC, under State of Arizona contract, for telecommunications cabling and optical fiber systems services.

**BACKGROUND:**

The State of Arizona entered into contract number AD020193-014-A9 with Corporate Technology Solutions LLC (CTS), on April 1, 2009. The contract was extended by the State to September 30, 2012.

The Eligible Agencies clause of the contract allows political subdivisions of the State of Arizona to purchase materials and services from the vendor at the advantageous rates obtained the formal procurement. Using this allowance, the City and the Contractor entered into a Cooperative Purchasing Agreement, Contract No. 13258C, on May 17, 2011, for the Contractor to provide telecommunications cabling and optical fiber systems services.

The Information Technology Department (IT) coordinates and authorizes purchases for the City's telecommunications wiring, installations, and standards. Related purchases are made on an as-needed basis.

**DISCUSSION:**

Information Technology Department traditionally orders wiring and installations when facilities are built or reconfigured and the work falls beyond what internal staff can accommodate. The City's purchasing agreement with CTS was capped at \$15,000 per year in previous years, except for 2011, when wiring was completed for the Avondale Randall McDaniel Sports Complex.

In the 2012-2013 fiscal year, telecommunications wiring needs for the new Southwest Family Advocacy Center, water well sites, and aggregated small requests are estimated to total between \$60,000 and \$75,000. This is above the \$15,000 limit the City's current Purchasing Agreement allows. In adherence with the City's procurement rules, staff requests to amend the Purchasing Agreement to extend the agreement to match the expiration of the State contract, as well as increase the amount up to \$75,000.

**BUDGETARY IMPACT:**

For each fiscal year the contract is maintained, annual expenditures may not exceed an aggregate of \$75,000 across all City departments. Expenditures depend on sufficient allocated in the budgets of departments requesting work.

**RECOMMENDATION:**

Staff recommends that City Council approve the First Amendment to the Purchasing Agreement with Corporate Technology Solutions LLC, under a State of Arizona contract, for purchase of telecommunications cabling and optical fiber systems services, and authorizing the Mayor or City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

Click to download

[Amendment to City CPA](#)

**FIRST AMENDMENT  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
CORPORATE TECHNOLOGY SOLUTIONS LLC**

THIS FIRST AMENDMENT TO COOPERATIVE PURCHASING AGREEMENT (this "First Agreement") is entered into as of July 2, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Corporate Technology Solutions LLC, an Illinois limited liability company ("Contractor").

RECITALS

A. The City and the Contractor entered into a Cooperative Purchasing Agreement, Contract No. 13258C dated May 17, 2011, for the Contractor to provide telecommunications cabling and optical fiber systems services (the "Agreement").

B. The City has determined that it is necessary to purchase additional telecommunications cabling and optical fiber systems services (the "Additional Services").

C. The City and the Contractor desire to enter into this First Amendment to (i) extend the term of the Agreement (ii) provide for the purchase of the Additional Services and (iii) increase the compensation due to the Contractor for the Additional Services.

AGREEMENT

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

1. Term of Agreement. The Agreement is hereby extended and shall remain in full force and effect until September 12, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. The Contractor shall provide the Additional Services on an as-needed basis pursuant to work orders issued by the City, at the rates and under the terms and conditions of the State Contract.

3. Compensation. The Contractor's total compensation under the Agreement shall be increased by no more than \$60,000.00 from \$15,000.00 to \$75,000.00 for the Additional Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for the Agreement shall not exceed \$75,000.00.

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

5. Non-Default. By executing this First Amendment, the Contractor affirmatively asserts that (i) the City is not currently in default, nor has been in default at any time prior to this First Amendment, under any of the terms or conditions of the Agreement and (ii) any and all claims, known and unknown, relating to the Agreement and existing on or before the date of this First Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an Arizona  
municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGEMENT)

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

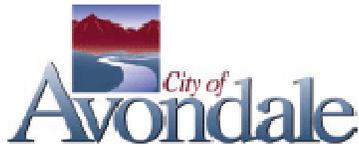
This instrument was acknowledged before me on \_\_\_\_\_ 2012,  
by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona  
municipal corporation, on behalf of the City of Avondale.

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

(affix notary seal)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]





# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement- Insight Public Sector, Inc. for Telecommunications Equipment and Services

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council  
**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The purpose of this item is to obtain City Council approval of a purchase agreement with Insight Public Sector, Inc., under a U.S. Communities contract, for the purchase of telecommunications, server, uninterruptible power supply, and electrical equipment and services.

**BACKGROUND:**

Fairfax County, Virginia, entered into contract number Contract # RQ09-997736-42B /4400001195 with Insight Public Sector, Inc., on May 1, 2009, as the lead agency for the U.S. Communities purchasing alliance. The awarded Contract provides local governments the ability to purchase equipment and services from the vendor at negotiated rates based on the competitive government procurement process that was completed.

The Information Technology Department (IT) coordinates and authorizes purchases for the City's telecommunications, server, uninterruptible power supply, and electrical equipment and services. The majority of these purchases are made based on IT's Infrastructure Systems Plan, which is incorporated into the technology replacements fund of the City's Annual Budget and Financial Plan.

Additional projects arise over the course of the fiscal year that require equipment and services not included in long-range plans. Examples include outfitting the new Southwest Family Advocacy Center and uninterruptible power supply needs for water well sites as they are constructed and upgraded.

**DISCUSSION:**

Past IT practices involved submitting purchases individually for telecommunications and power needs. Related negotiations, reviews of quotes, and legal agreements occurred purchase by purchase. Collectively, this requires significant repetitive work from multiple departments. Consolidating purchases of these products and services under the U.S. Communities contract allows the City of Avondale to minimize repeat work and help meet accelerated project deadlines where requirements include component covered by the contract.

The language of the Purchasing Agreement that City Council is considering under this items provides that the Agreement will only be extended if deemed in the best interests of the City, is subject to availability and appropriation of funds each year by City Council, and is dependent on U.S. Communities maintaining its Contract with Insight Public Sector. Further, the City does not guarantee any amount of expenditure. The agreement provides only an up-to amount that City may expend at its discretion based on approval by City Council via the City budget or other action.

The City would use the U.S. Communities contract primarily for non-Cisco telecommunications, server, uninterruptible power supply, and electrical equipment and services. Different cooperative purchasing vehicles have better rates for hardware and services. IT staff works to purchase on the contract for the lowest price to the City. For example, the City normally defaults to the State of Arizona contract to purchase Cisco equipment as it includes competitive pricing and includes first-year maintenance with no additional charge.

**BUDGETARY IMPACT:**

For each fiscal year the contract is maintained, annual expenditures may not exceed an aggregate of \$300,000 in each fiscal year, across all City departments. The total may not exceed \$1,200,000 for the full term of the U.S. Communities Contract with extensions, ending in Fiscal Year 2016. Expenditures will depend on allocation of funds by Council in the City's budget process and on supporting revenues existing to make purchases.

**RECOMMENDATION:**

Staff recommends that City Council approve the purchasing agreement, under the U.S. Communities contract, for purchase of telecommunications, server, uninterruptible power supply, and electrical equipment and services, and authorize the Mayor or City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

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**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INSIGHT PUBLIC SECTOR, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 2, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc., an Illinois corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the U.S. Communities Government Purchasing Alliance entered into contract number RQ09-997736-42B, dated May 1, 2009, as amended, with the Contractor to provide technology products/equipment and technology services/solutions (the "U.S. Communities Contract"). A copy of the U.S. Communities 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 U.S. Communities Contract, at its discretion and with the agreement of the awarded Contractor, and the U.S. Communities 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 U.S. Communities Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with network equipment and maintenance services, as more particularly set forth in Section 2 below on an "as-required" basis (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 July 1, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the U.S. Communities Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the U.S. Communities 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

U.S. Communities 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 U.S. Communities Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the Contractor shall provide the Materials and Services to the City in such quantities and configurations as may be agreed upon between the parties in writing, in the form of a written invoice, quote, work order or other form of written agreement between the parties describing the name of the software publisher, the materials to be provided, the support and maintenance services, if any, and the applicable period, including any possible renewals, for any support or maintenance services (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 U.S. Communities Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the U.S. Communities 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 U.S. Communities 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 the U.S. Communities Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. Upon discovery of non-conforming Materials or Services, the City may elect to do any or all of the following by written notice to the Contractor: (A) waive the non-conformance; (B) stop the work immediately; or (C) bring Materials or Service into compliance and withhold the cost of same from any payments due to the Contractor.

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

3. Compensation. The City shall pay Contractor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$300,000.00 for

Materials and Services at the unit rates as set forth in the U.S. Communities Contract. The maximum aggregate amount for this Agreement shall not exceed \$1,200,000.00.

4. Delivery Terms. All Materials shall be delivered free on board, City's place of business. Delivery shall be no later than 30 days from receipt of Work Order by Contractor.

5. Payments. The City shall pay the Contractor 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 U.S. Communities 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 and Services performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the U.S. Communities Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all 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 7 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.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. 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.

9. Conflict of Interest. This Agreement may be canceled pursuant to ARIZ. REV. STAT. § 38-511.

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

11. 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.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, the U.S. Communities Contract and invoices, 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 U.S. Communities Contract (collectively, the “Unauthorized Conditions”), other than the City’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or the U.S. Communities Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Subcontractor Contracts. Contractor shall provide the software support and maintenance services as set forth in the U.S. Communities Contract. The terms and conditions of the software support and maintenance provided to the City by one of the Contractor’s subcontractors shall be governed by the terms and conditions of the U.S. Communities Contract.

In the event that any other agreement related to software support and maintenance services, in any form (including a “click wrap” agreement), is provided to the City by one of the Contractor’s subcontractors and such agreement contains terms and conditions in conflict with the terms and conditions of the U.S. Communities Contract, the U.S. Communities Contract terms and conditions shall govern such agreements.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an  
Arizona municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 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  
INSIGHT PUBLIC SECTOR, INC.

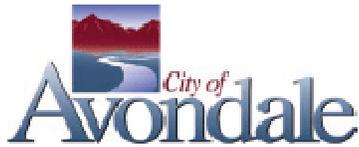
[U.S. Communities Contract]

See following pages.

DUE TO ITS SIZE, THE REMAINDER OF THIS DOCUMENT  
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/Home/View/10209>



# CITY COUNCIL REPORT

**SUBJECT:**

Cooperative Purchasing Agreement - Insight Public Sector, Inc. for Network Equipment and Services

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council  
**FROM:** Rob Lloyd, CIO/IT Director (623) 333-5011  
**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

Staff is requesting Council approval of a purchase agreement with Insight Public Sector, Inc., under a State of Arizona contract, for the purchase of network equipment and services.

**BACKGROUND:**

After a competitive procurement process, the State of Arizona entered into contract number EPS060043-8-A8 with Insight Public Sector, Inc., on July 1, 2009. The Contract provides political subdivisions of the State the ability to purchase network equipment and services from the vendor at competitive rates based on the formal procurement that was completed, under Section 25-24 of the contract.

The Information Technology Department (IT) coordinates and authorizes purchases for the City's network equipment, services, and maintenance and support. The majority of network-related purchases are made based on IT's Infrastructure Systems Plan, which is incorporated into the technology replacement fund of the City's Annual Budget and Financial Plan.

Additional projects arise over the course of the fiscal year that require network hardware and services not included in long-range plans. Examples include outfitting the new Southwest Family Advocacy Center and new telecommunications needs for water well sites as they are constructed and upgraded.

**DISCUSSION:**

Past IT practices involved submitting purchases individually for network needs. Related negotiations, reviews of quotes, and legal agreements occurred purchase by purchase. Collectively, this requires significant repetitive work from multiple departments. Consolidating purchases of these products and services under the State of Arizona's contracts and its authorized contractors allows the City of Avondale to minimize repeat work and help accelerate project deadlines for required technology.

The language of the Purchasing Agreement that City Council is considering under this item provides that the Agreement will only be extended if deemed in the best interests of the City, is subject to availability and appropriation of funds each year by City Council, and is dependent on the State extending its Contract with Insight Public Sector. Further, the City does not guarantee any amount of expenditure. The agreement provides only an up-to amount that the City may expend at its discretion based on approval by City Council via the City budget or other action.

The City would use State of Arizona contract number EPS060043-8-A8 primarily for Cisco equipment and maintenance services, as the vehicle with the best rates for these items. Different cooperative purchasing vehicles have better rates for other network-related equipment and services.

**BUDGETARY IMPACT:**

For each fiscal year the contract is maintained, annual expenditures may not exceed an aggregate of \$500,000 in Fiscal Year 2013 and \$350,000 in Fiscal Year 2014, across all City departments. The total may not exceed \$850,000 for the full term of the State Contract with extensions. Expenditures will depend on allocation of funds by Council in the City's budget process and on supporting revenues existing to make purchases.

**RECOMMENDATION:**

Staff recommends that City Council approve the purchasing agreement, under the State of Arizona contract, for purchase of network equipment and services, and authorize the Mayor or City Manager and City Clerk to execute the agreement.

**ATTACHMENTS:**

Click to download

[Cooperative Purchasing Agreement and State Contract](#)

**COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INSIGHT PUBLIC SECTOR, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of July 2, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Insight Public Sector, Inc., an Illinois corporation ("Contractor").

RECITALS

A. After a competitive procurement process, the State of Arizona ("State") entered into contract number EPS060043-8-A8, dated July 1, 2009, with the Contractor to provide telecommunications network equipment and services (the "State Contract"). A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such materials and services under the State Contract, at its discretion and with the agreement of the awarded Contractor, and the State 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 State Contract, (ii) establishing the terms and conditions by which the Contractor may provide the City with network equipment and maintenance services, as more particularly set forth in Section 2 below on an "as-required" basis (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 July 1, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement or the State Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to one successive one-year term (a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the State Contract has been extended, (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 State 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 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 State Contract. The City does not guarantee any minimum or maximum number of purchases will be made pursuant to this Agreement. Purchases will only be made when the City identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by the City to be appropriate for this Agreement, the 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 name of the software publisher, the materials to be provided, the support and maintenance services, if any, and the applicable period, including any possible renewals, for any support or maintenance services (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 State Contract and (ii) be attached hereto as Exhibit B and incorporated herein by reference. Work Orders submitted without referencing this Agreement and the State 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 State Contract, other than City's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

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

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

3. Compensation. For the Initial Term, the City shall pay Contractor an aggregate amount not to exceed \$500,000.00 for Materials and Services at the unit rates as set forth in the State Contract. Thereafter, for each subsequent Renewal Term, if any, the City shall pay the

Contractor an annual aggregate amount not to exceed \$350,000.00 for the Materials and Services at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed \$850,000.00.

4. Delivery Terms. All Materials shall be delivered free on board, City's place of business. Delivery shall be no later than 30 days from receipt of Work Order by Contractor.

5. Payments. The City shall pay the Contractor 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 State 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 and Services performed in sufficient detail to justify payment. Additionally, invoices submitted without referencing this Agreement and the State Contract will be subject to rejection and may be returned.

6. Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under Section 7 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all 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 7 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.

7. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its subcontractor's failure to comply with such warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by the City.

8. 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.

9. Conflict of Interest. This Agreement may be canceled pursuant to ARIZ. REV. STAT. § 38-511.

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

11. 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.

12. Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Work Orders, the State Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the State (collectively, the “Unauthorized Conditions”), other than the City’s project-specific requirements, are expressly declared void and shall be of no force and effect. Acceptance by the City of any Work Order or invoice containing any such Unauthorized Conditions or failure to demand full compliance with the terms and conditions set forth in this Agreement or the State Contract shall not alter or relieve Contractor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

13. Subcontractor Contracts. Contractor shall provide the software support and maintenance services as set forth in the State Contract. The terms and conditions of the software support and maintenance provided to the City by one of the Contractor’s subcontractors shall be governed by the terms and conditions of the State Contract. In the event that any other

agreement related to software support and maintenance services, in any form (including a “click wrap” agreement), is provided to the City by one of the Contractor’s subcontractors and such agreement contains terms and conditions in conflict with the terms and conditions of the State Contract, the State Contract terms and conditions shall govern such agreements.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”

CITY OF AVONDALE, an  
Arizona municipal corporation

\_\_\_\_\_  
Charles P. McClendon, City Manager

ATTEST:

\_\_\_\_\_  
Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA        )  
                                          ) ss.  
COUNTY OF MARICOPA    )

This instrument was acknowledged before me on \_\_\_\_\_, 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  
INSIGHT PUBLIC SECTOR, INC.

[State Contract]

The documents listed on the following pages, together with duly authorized change orders and amendments, comprise the State Contract and are incorporated herein by reference.



**Master Blanket Purchase Order EPS060043-28-A5**

**Header Information**

<b>Purchase Order Number:</b>	EPS060043-28-A5	<b>Release Number:</b>	0	<b>Short Description:</b>	NETWORKS, EQUIPMENT AND SERVICES
<b>Status:</b>	3PS - Sent	<b>Purchaser:</b>	Terri Johnson	<b>Receipt Method:</b>	Quantity
<b>Fiscal Year:</b>	2011	<b>PO Type:</b>	Blanket	<b>Minor Status:</b>	
<b>Organization:</b>	State Procurement Office	<b>Location:</b>	STRGC - SPO Strategic	<b>Type Code:</b>	Statewide
<b>Department:</b>	ADSPO - State Procurement Office	<b>Entered Date:</b>	07/01/2009 04:04:39 PM	<b>Control Code:</b>	
<b>Alternate ID:</b>		<b>Retainage %:</b>	0.00%	<b>Discount %:</b>	0.00%
<b>Days ARO:</b>	30	<b>Print Dest Detail:</b>	If Different	<b>Pcard Enabled:</b>	Yes
<b>Catalog ID:</b>		<b>Release Type:</b>	Direct Release	<b>Actual Cost:</b>	\$0.00
<b>Contact Instructions:</b>	addl contact: Erica Falchetti at erica.falchetti@insight.com		<b>Tax Rate:</b>		

**Master Blanket/Contract End Date (Maximum):**

**Project No.:**

**Building Code:**

**Cost Code:**

**Special Purchase Types:**

**PIJ NUMBER:**

**Attachments:** [Contract EPS060043-28-A4-Insight.pdf](#), [EPS060043-28-A4 CON.pdf](#), [EPS060043-28-A5 CON.pdf](#), [Insight Public Sector Catalogs.zip](#), [60043-Awards-Summary-rev0110~16.xls](#), [A2X-erate-60043-28-Insight-0211.pdf](#), [Cisco Amend-UCS-A4-InsightPS-0411.pdf](#), [Cisco Amend-UCS-ProductsList-0411~2.xls](#)

**Primary Vendor Information & PO Terms**

<b>Vendor:</b>	<a href="#">9000002163 - INSIGHT PUBLIC SECTOR INC</a> Pam Potter 444 Scott Drive Bloomingdale, IL 60108 US	<b>Payment Terms:</b>	Net 30	<b>Shipping Method:</b>	
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Email: ppotter@insight.com  
 Phone: (630)924-6810 Ext. 6810  
 FAX: (630)924-6694

**Shipping Terms:**

**Freight Terms:**

**PO Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to ppotter@insight.com at 09/01/2009 07:38:49 AM	
Change Order 1	Emailed to ppotter@insight.com at 12/29/2009 11:09:38 AM	12/30/2009 08:19:00 AM
Change Order 2	Emailed to ppotter@insight.com at 03/23/2010 05:09:03 PM	03/25/2010 10:17:51 AM
Change Order 3	Emailed to ppotter@insight.com at 02/25/2011 08:01:36 AM	04/14/2011 05:25:57 AM
Change Order 4	Emailed to ppotter@insight.com at 04/14/2011 08:11:21 AM	05/09/2011 09:40:27 AM
Change Order 5	Emailed to ppotter@insight.com at 05/25/2011 04:47:35 PM	05/26/2011 08:51:05 AM
Change Order 7	Emailed to ppotter@insight.com at 10/31/2011 12:57:02 PM	10/31/2011 01:14:14 PM
Change Order 6	Emailed to ppotter@insight.com at 09/12/2011 04:49:33 PM	09/13/2011 02:08:56 PM
Change Order 8	Emailed to ppotter@insight.com at 02/02/2012 07:47:25 AM	02/02/2012 08:11:09 AM
Change Order 9	Emailed to ppotter@insight.com at 04/30/2012 04:55:07 PM	05/01/2012 07:05:19 AM

**Master Blanket/Contract Vendor Distributor List**

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>9000002163</u>	13639490000	INSIGHT PUBLIC SECTOR INC	Email	Active

**Master Blanket/Contract Controls**

**Master Blanket/Contract Begin Date:** 07/01/2009 **Master Blanket/Contract End Date:** 06/30/2012  
**Cooperative Purchasing Allowed:** Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$551,413.58	\$0.00

**Item Information**

1-5 of 33  
[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#)

**Print Sequence # 1.0, Item # 1:** Products - 3Com (PRICE: 77% of list); list price location - www.ips.insight.com 3PS - Sent

NIGP Code: 204-64  
 Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.

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

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:

**Print Sequence # 2.0, Item # 2:** Products - D-Link (PRICE: 70% of list); list price location - 3PS - Sent  
 www.ips.insight.com

NIGP 204-64  
 Code: Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.

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

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:

**Print Sequence # 3.0, Item # 3:** Products - Cisco (PRICE: 59.5% of list); list price location - 3PS - Sent  
 www.ips.insight.com

NIGP 204-64  
 Code: Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.

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

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:

**Print Sequence # 4.0, Item # 4:** Products - HP (PRICE: 63% of list); list price location - 3PS - Sent  
 www.ips.insight.com

NIGP 204-64  
 Code: Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
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Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	\$0.00	\$0.00
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Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:

**Print Sequence # 5.0, Item # 5:** Products - Netgear (PRICE: 63% of list); list price location - 3PS - Sent  
 www.ips.insight.com

NIGP 204-64  
 Code: Network Components: Adapter Cards, Bridges, Connectors, Expansion Modules/Ports, Firewall Devices, Hubs, Line Drivers, MSAUs, Routers, Transceivers, etc.

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

Manufacturer: Brand: Model:  
 Make: Packaging:  
 Project No.:  
 Building Code:  
 Cost Code:

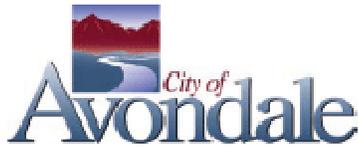
1-5 of 33  
 1 **2** 3 4 5 6 7

Exit

EXHIBIT B  
TO  
COOPERATIVE PURCHASING AGREEMENT  
BETWEEN  
THE CITY OF AVONDALE  
AND  
INSIGHT PUBLIC SECTOR, INC.

[Work Orders]

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



# CITY COUNCIL REPORT

**SUBJECT:**

Update on Progress Toward Achievement of Council Goals

**MEETING DATE:**

July 2, 2012

**TO:** Mayor and Council

**FROM:** Charlie McClendon, City Manager (623) 333-1015

**THROUGH:** Charlie McClendon, City Manager

**PURPOSE:**

The Council met in a budget planning retreat on November 28, 2011 and developed goals and objectives for Fiscal Year 2011-2012. The goals were subsequently adopted by resolution on February 2, 2012.

**DISCUSSION:**

The goals and objectives developed and adopted by the City Council each year serve as the primary source of guidance for development of the City's annual budget. Additionally, the goals and objectives provide the basis for the City Manager's work plan as well as work plans for individual City departments.

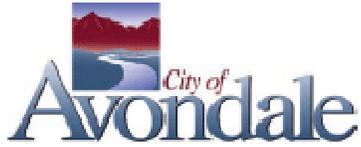
**RECOMMENDATION:**

This item is presented for discussion and direction.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available



# CITY COUNCIL REPORT

**SUBJECT:**  
EXECUTIVE SESSION

**MEETING DATE:**  
July 2, 2012

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

**PURPOSE:**

The Council may hold an executive session pursuant to Ariz. Rev. Stat. § 38-431.03 (A)(4) for discussion or consultation with the City's Attorney in order to consider its position and instruct the City's Attorney regarding Winners Development Company vs City of Avondale.

**ATTACHMENTS:**

[Click to download](#)

No Attachments Available