

CITY COUNCIL AGENDA

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

REGULAR MEETING
September 10, 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 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

- a. [Debra Undhjem - IMS Marathon check presentation](#)

3 UNSCHEDULED PUBLIC APPEARANCES

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

4 CONSENT AGENDA

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

a. **APPROVAL OF MINUTES**

1. Work Session of August 13, 2012
2. Regular Meeting of August 13, 2012

b. **LIQUOR LICENSE - AGENT CHANGE AND ACQUISITION OF CONTROL – THAI ORCHID GARDEN**

City Council will consider a request from Netchanok Aphaisuwan for approval of an Agent Change and Acquisition of Control for the Series 12 Restaurant License at Thai Orchid Garden located at 12725 W Indian School Road in Avondale. The Council will take appropriate action.

c. **PROFESSIONAL SERVICES AGREEMENT - SOUTHWEST UMPIRES LLC**

City Council will consider a request to approve a professional services agreement with Southwest Umpires, LLC for professional umpiring services in an amount not to exceed \$71,000 during the initial term or \$355,000 for the entire term of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

d. **COOPERATIVE PURCHASING AGREEMENT - SAN DIEGO POLICE EQUIPMENT COMPANY, INC. FOR AMMUNITION**

City Council will consider a request to approve a Cooperative Purchasing Agreement with San Diego Police Equipment Company, Inc. for the purchase of ammunition in a total aggregate amount of \$100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

e. **PROFESSIONAL SERVICE AGREEMENT – KIMLEY-HORN AND ASSOCIATES, INC. – CADD SERVICES**

City Council will consider a request to approve a Professional Service Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. **PROFESSIONAL SERVICES AGREEMENT - STANLEY CONSULTANTS INC.– CENTRAL AVENUE IMPROVEMENTS**

City Council will consider a request to approve a professional services agreement with Stanley Consultants Inc. to provide traffic engineering design services for the Central Avenue Improvement project in the amount of \$61,949 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. **PROFESSIONAL SERVICES AGREEMENT - TRUCKS WEST OF PHOENIX, INC.**

City Council will consider a request to approve a Professional Services Agreement with Trucks West of Phoenix, Inc. to purchase Autocar refuse truck parts, service and accessories for a maximum aggregate amount not to exceed \$60,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. **CONTRACT AWARD - LUDVIK ELECTRIC CO. FOR RANCHO SANTA FE VFD INSTALLATION**

City Council will consider a request to award a contract to Ludvik Electric Co. in an amount not to exceed \$202,644.20 for the installation of new Variable Frequency Drives (VFDs) at the Rancho Santa Fe Booster Station and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. **CONSTRUCTION CONTRACT AWARD - STANDARD CONSTRUCTION COMPANY - SOUTH AVONDALE/PIR WATER AND SEWER LINES**

City Council will consider a request to award a construction contract to Standard Construction Company for construction of the South Avondale/PIR Sewer Line and South Avondale PIR Waterline in the amount of \$3,925,225.27 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

j. **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - HELPING FAMILIES IN NEED**

City Council will consider a request to approve the first amendment to the Professional Services Agreement with Helping Families in Need which provides \$44,000 for the continuation of public health insurance and benefit enrollment assistance activities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

k. **FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - PROJECT ENGINEERING CONSULTANTS, LTD - THOMAS RD WATERLINE DESIGN**

City Council will consider a request to approve a First Amendment to the Professional Services Agreement with Project Engineering Consultants, Ltd for Thomas Rd Waterline Design by increasing the agreement amount by \$4,645.08 for a total of \$53,150.08, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

l. **SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT - URS CORPORATION - PIR LIFT STATION WALL DESIGN**

City Council will consider a request to approve a Second Amendment to the Professional Services Agreement with URS Corporation for the PIR Lift Station Wall Design in an amount not to exceed \$72,267, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

m. **FOURTH AMENDMENT TO SUBSCRIPTION AGREEMENT - ZONAR SYSTEMS, INC.**

City Council will consider a request to approve the fourth amendment to the Subscription Agreement with Zonar Systems, Inc. for a maximum aggregate amount not to exceed \$75,000, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

n. **RESOLUTION 3067-912 - INTERGOVERNMENTAL AGREEMENT - AGUA FRIA UNION HIGH SCHOOL FOR A SCHOOL RESOURCE OFFICER**

City Council will consider a resolution authorizing an Intergovernmental Agreement with the Agua Fria Union High School District #216 to share the cost of providing a School Resource Officer during the 2012/2013 school year at an annual cost to the City of \$45,185 and to Agua Fria High School of \$32,275 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

o. **RESOLUTION 3068-912 - INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE TO PROVIDE SECURITY AT THE UOP STADIUM**

City Council will consider a resolution approving an Intergovernmental Agreement with the City of Glendale to provide law enforcement and security services for the University of Phoenix Stadium and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

5 **CONTRACT AWARD - KELLER ELECTRICAL INDUSTRIES, INC.**

City Council will consider a request to award a contract to Keller Electrical Industries, Inc. to provide pump, motor, electrical support, repairs, overhaul, and replacement services in a maximum aggregate amount not to exceed \$1,300,000.00 with multiple city department users, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

6 **CONTRACT AWARD - LUDVIK ELECTRICAL**

City Council will consider a request to award a contract to Ludvik Electrical in a maximum aggregate amount of \$1,250,000.00 to perform repairs, service, inspection, testing and analysis of pumps, switchgear and equipment at various city facilities and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 **BROADBAND TECHNOLOGY AND OPPORTUNITIES PROGRAM GRANT UPDATE**

City Council will receive an update on the Broadband Technology and Opportunities Program (BTOP). This report is for information only. No action is required for this item.

8 **EDUCATION IN AVONDALE**

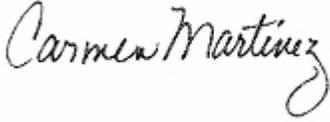
The Council will discuss the state of education in Avondale and engage in a dialogue on how to support the schools. This item is for information and discussion only.

9 **EXECUTIVE SESSION**

- a. The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property for City use; and (ii) 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 (a) potential litigation in the Martinez matter, (b) potential litigation re tax matters and (c) contract discussions regarding water treatment operations.

10 ADJOURNMENT

Respectfully submitted,



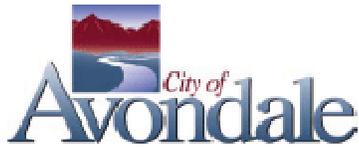
Carmen Martinez
City Clerk

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:
IMS Marathon Recognition

MEETING DATE:
September 10, 2012

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

PURPOSE:

Debra Undhjem, Race Organizer for the IMS Marathon, will be presenting the City of Avondale a check for \$3,000 for being a participating city and for reimbursement to the City of Avondale for city services provided during the IMS Marathon on February 19, 2012.

DISCUSSION:

The Integrated Medical Services (IMS) Arizona Marathon, MasterBlock Half Marathon, and Wal-Mart Marathon Relay is an annual event that routes through the West Valley. The City of Avondale is a participating city. The IMS Arizona Marathon consists of a full (Boston Marathon qualifying) marathon, a half marathon, marathon relay, and a 5K walk/run. The race takes runners, joggers, and walkers through six West Valley cities including the City of Avondale.

The City of Avondale provides staff support each year from the following departments: PRLD, Police, Fire, Community Relations, and Engineering. Each year the City of Avondale receives a percentage of the net profits from the event as a participating city and as a reimbursement for City services and personnel used for the event.

BUDGETARY IMPACT:

All fees associated with this event are covered from event fees. There is no budgetary impact to the City of Avondale for this event.

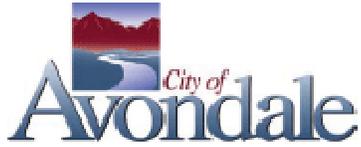
RECOMMENDATION:

For Information Only - No Action Required

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
September 10, 2012

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

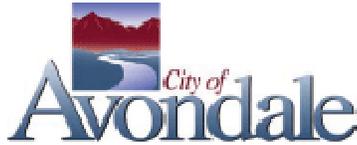
PURPOSE:

1. Work Session of August 13, 2012
2. Regular Meeting of August 13, 2012

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Liquor License - Agent Change and Acquisition of Control – Thai Orchid Garden

MEETING DATE:

September 10, 2012

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

PURPOSE:

Staff is requesting approval of a request from Netchanok Aphaisuwan for approval of an Agent Change and Acquisition of Control for the Series 12 Restaurant License at Thai Orchid Garden located at 12725 W Indian School Road in Avondale.

DISCUSSION:

The City Clerk's Department has received an application from Netchanok Aphaisuwan for an agent change and acquisition of control resulting from changes in their corporate structure. The required fees totaling \$750.00 have been paid.

The Arizona Department of Liquor License and Control has accepted the submitted application as complete. As required by state law and city ordinance, the application was posted at the location for the required period of time starting August 15, 2012 and a notice was published in the West Valley View on August 31 and September 4, 2012. No comments have been received.

The Development Services, Police and Fire Departments have reviewed the application and are recommending approval. While not required by the ordinance, the application was also reviewed by the Finance Department which has determined that the Center is in good financial standing with the City. Department comments are attached.

RECOMMENDATION:

Staff recommends approval of a request from Netchanok Aphaisuwan for approval of an Agent Change and Acquisition of Control for the Series 12 Restaurant License at Thai Orchid Garden located at 12725 W Indian School Road in Avondale.

ATTACHMENTS:

Click to download

- [Redacted-Application](#)
- [Department Review](#)
- [GIS](#)
- [PIC1](#)
- [PIC2](#)

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR AGENT CHANGE - ACQUISITION OF CONTROL - RESTRUCTURE

Check Appropriate Box

Agent Change | Acquisition of Control | Restructure

Complete Sections 1,2,3,4,6 (See Note 1 on back) | Complete Sections 1,2, (3,4 if changing Agent), 6 | Complete Sections 1,2,(3,4 if changing Agent), 5,6 (See Note 2 on back)

SECTION 1 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

1. Name (INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER)

Aphaisuwan Netchanok p 1067610 - 12077903

Last First Middle Liquor License #

2. Corporation L.L.C. N/A: Thai orchid Garden LLC B 1041551 Corp. File #: 114785604

(Exactly as it appears on Articles of Inc. or Articles of Org.)

3. Business Name: Thai Orchid Garden

4. Business Address: 12725 W Indian School Rd Avondale Maricopa 85392

(Do not use P.O. Box Number) SUTA #A 104 City COUNTY Zip

5. Is the business located within the incorporated limits of the above city or town? Yes No

6. Mailing Address: 12725 W. Indian School Rd Avondale Az 85392

SUTA 104 City State Zip

7. Business Phone: (623) 536-2800 Residence Phone: () _____

8. Does this transaction involve the sale of any portion of the corporate stock? YES NO N/A If yes, submit a certified copy of minutes.

9. Has there been any change of officers? YES NO N/A If yes, submit a certified copy of minutes.

SECTION 2 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

Each person listed in Section II must submit a personal questionnaire (Form LIC0101) and a Department approved fingerprint card which may be obtained at the Dept. A person appearing in both lists need only submit one questionnaire and fingerprint card.

1. List individual owner or partners or all directors, officers in corp., members in LLC:

Last	First	Middle	Title	Residence Address	City State Zip
Aphaisuwan	Netchanok		Member		
Aphaisuwan	Ron		Member		
	p 1067611				

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

2. List stockholders or controlling members owning 10% or more of Corp/LLC:

Last	First	Middle	% Owned	Residence Address	City State Zip
Aphaisuwan	Netchanok		50%		
Aphaisuwan	Ron		50%		

(ATTACH ADDITIONAL SHEET(S) IF NECESSARY)

Date Received 7/24/2012

CSR m.c

JUL 24 11:41 AM '12

SECTION 3 (COMPLETE THIS SECTION FOR AGENT CHANGE)

1. If the corporation/L.L.C. is owned by another entity, ATTACH AN OWNERSHIP AND DIRECTOR / OFFICER / MEMBER DISCLOSURE for the parent entity. Attach additional sheets as necessary in order to disclose real people.

As an Agent, will you be physically present and operating the licensed premises? [X] YES [] NO

If you answered YES, you must provide proof of attendance of a Department approved Liquor Law Training Course within the last five years before your application for Agent can be submitted. If "no" a manager with approved training must be submitted.

SECTION 4 (COMPLETE THIS SECTION FOR AGENT CHANGE)

To be completed by the INDIVIDUAL OR EXISTING AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER:

1. License Number: 12077903 Date of last renewal: 3/27/2012

2. Current Licensee or Agent: WILSON JOHN MICHAEL (Last First Middle)

I, PERRY ADAMS, hereby consent to the agent appointment named herein and agree to immediately assign a new agent in the event of the death, resignation, or discharge of this agent.

I also understand that if the background report shows that I, the corporation, or any officer, director, member, or stockholder have been convicted of a felony in the past five (5) years, I will immediately surrender the license to the Arizona Department of Liquor Licenses and Control and hereby waive all rights to appeal such action.

X Perry Adams (Signature of INDIVIDUAL/ CORPORATE/CLUB OFFICER/MEMBER)

State of ARIZ County of MARICOPA The foregoing instrument was acknowledged before me this 12 day of July Notary Public State of Arizona Maricopa County Month My Commission Expires Year June 24, 2013 (Signature of NOTARY PUBLIC)

My commission expires on: 6/24/2013

SECTION 5 (COMPLETE THIS SECTION FOR RESTRUCTURE)

Is there more than one licensed premises involved? [] YES [] NO If yes, SEPARATE APPLICATIONS must be filed and fees paid for each license/location.

Type of current ownership:

- [] J.T.W.R.O.S. [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [] LIMITED LIABILITY CO. [] TRUST [] OTHER Explain

Type of new ownership:

- [] J.T.W.R.O.S. [] INDIVIDUAL [] PARTNERSHIP [] CORPORATION [X] LIMITED LIABILITY CO. [] TRUST [] OTHER Explain

SECTION 6 (COMPLETE THIS SECTION FOR AGENT CHANGE, ACQUISITION OF CONTROL OR RESTRUCTURE)

To be completed by INDIVIDUAL OR EXISTING AGENT (if no agent change) OR NEW AGENT OR CORPORATE OFFICER OR L.L.C. CONTROLLING MEMBER as listed in Question 1 Section 1:

I, Netchanok Aphaisowan, hereby declare that I am the APPLICANT filing this application.

have read the application and the contents and all statements are true, correct and complete.

X Netchanok Aphaisowan (Signature of INDIVIDUAL OR AGENT)

State of AZ County of Maricopa The foregoing instrument was acknowledged before me this 12 day of July 2012 (Signature of NOTARY PUBLIC)

My commission expires on:



NOTE 1: The fee for an agent change MUST be submitted with this application: \$100.00 for the first application and \$50.00 for each additional application, not to exceed \$1,000.00. (A.R.S. 4-209.H)

NOTE 2: The \$100.00 fee for restructure MUST be submitted with this application (A.R.S. 4-209.A)

12 JUL 24 AM 4:03

AZ CORPORATION COMMISSION
FILED

SEP 23 2012

FILE NO. L14785104



ARTICLES OF ORGANIZATION
OF
THAI ORCHID GARDEN, L.L.C.

Pursuant to A.R.S. Section 29-632, the undersigned states as follows:

1. Name. The Name of the limited liability company is:
THAI ORCHID GARDEN, LLC
2. Registered Office. The address of the registered office in Arizona is located at:
1483 B HOLIDAY DRIVE CASA GRANDE, AZ 85222 located in the County of
MARICOPA.
3. Statutory Agent. The statutory agent's name and address is: John M Wilson,
located at 1483 B HOLIDAY DRIVE CASA GRANDE, AZ 85222 in Maricopa
County.
4. Management. Management of the liability company is vested in Members. The
name and address of the Members of the limited liability company are:

JOHN M WILSON
12725 W. Indian School Rd Ste A-104
Avondale, AZ 85392

PERRY ADAMS
12725 W. Indian School Rd Ste A-104
Avondale, AZ 85392

WANNA WATTANAWAT
12725 W. Indian School Rd Ste A-104
Avondale, AZ 85392

12 JUL 24 11:41 AM '12

5. Duration. This Limited Liability Company shall have a perpetual life.
6. Purpose. The purpose for which the Limited Liability Company is organized is the transaction of any and all lawful business for which a Limited Liability Company may be organized under the laws of Arizona, as they may be amended from time to time.
7. Initial Business. The LLC initially intends to conduct the business of a Retail Restaurant.
8. Indemnification. The Limited Liability Company shall indemnify any person who incurs expenses or liabilities by reason of the fact he or she is or was and officer, director, employee or agent of the Limited Liability Company or is or was serving the request of the Limited Liability Company as a director, officer, employee or agent of another company, partnership, joint venture, trust or other enterprise. This indemnification shall be mandatory in all circumstances in which indemnification is permitted by law.
9. Limitation of Liability. To the fullest extent permitted by the Arizona Revised Statutes, as the same exist or may hereafter be amended, a member, manager, officer, employee, agent of or advisor to the Limited Liability Company shall be exempt of any from any liabilities of the Limited Liability Company or any liabilities performed on behalf of the Company.

12 JUL 24 11:49 AM '08

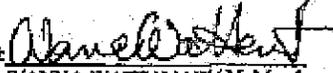
Dated: 9/16/08, 2008

Signed: 
JOHN M WILSON, Member

Dated: 9-15-08, 2008

Signed: 
PERRY ADAMS, Member

Dated: 9-15-08, 2008

Signed: 
WANNA WATTANA WATT, Member
WATTANA WATT

12 JUL 24 11:41 PM '08

Operating Agreement.

Thai Orchid Garden LLC

Ron Aphaisuwan - Member - 50%

Netchanok Aphaisuwan - Member - 50%

Netchok Aphaisuwan

7/24/12

Ron Aphaisuwan

7/24/12

AZ CORPORATION COMMISSION
FILED



APR 08 2012

FILE NO. L14785004

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 28-633 (F)

1. The name of the limited liability company is:

Thai Orchid Garden, LLC

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 27th day of March, 2012

Signature: [Handwritten Signature]

Print Name: John M. Wilson

Check One: Member Manager

DO NOT PUBLISH THIS SECTION
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

12 JUL 24 11:07 AM '12

EXHIBIT A

(Insert the text of the amendment)

(from page 1, section B. Removing Warren Waterman as a member because she has sold her portion to the other two members)

B. Management of the limited liability company is reserved to the members. The names and addresses of each person who is a member are:

JOHN M WILSON
 14725 N INDIAN SCHOOL ROAD STE A-104 AVONDALE, AZ 85392
 member

BERRY ADAMS
 14725 N INDIAN SCHOOL ROAD STE A-104 AVONDALE, AZ 85392
 member

12 JUL 24 10:11 AM '04



AZ CORPORATION COMMISSION
FILED

JUL 03 2012

ARTICLES OF AMENDMENT
Pursuant to A.R.S. 29-833 (F)

14795609

1. The name of the limited liability company is:

THAI DACHID GARDEN L.L.C.

2. Attached hereto as Exhibit A is the text of the amendment.

Dated this 4 July day of 2012

Signature: [Handwritten Signature]

Print Name: Jane M. Wilson

Check One: Member Manager

DO NOT PUBLISH THIS SECTION
The amendment must be executed by a manager if management of the limited liability company is vested in a manager or by a member if management is reserved to the members.

12 JUL 24 11P. LIC. PM 4 04

EXHIBIT A

(Insert the text of the amendment)

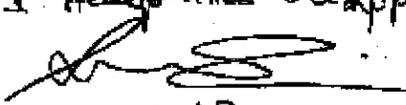
(From page 1 section 2 Removing John W. Wilson and Perry Adams as the members because they have sold their portion to the new two members)

B. Management of the limited liability company removed to the members. The names and address of each person who is a member are:

Don Aphaisawan
7826 N. Verde Ave., Glendale, AZ 85303
(X) Member

Mitchell Aphaisawan
7826 N. Verde Ave., Glendale, AZ 85303
(X) Member

Please remove John M. Wilson from
statutory Agent and add. Horakod
Aphaisawan, new statutory Agent.
10938 W. COLZEBE DR.
Phoenix, AZ 85037.
HORAKOD APHAISAWAN.

I Acceptance the appointment.

7-6-12

12 JUL 24 11:41 AM '12

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE.

In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License #

12077909

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete Questions 1-19) Manager (Only) (Complete All Questions except # 14, 14a & 21)

Controlling Person or Agent must complete #21 for a Manager. Controlling Person or Agent must complete #21

2. Name: Aphaisuan Netchanok Date of Birth: _____
Last First Middle Maiden (NOT a Public Record)

3. Social Security Number _____ Drivers License # _____ State: AZ
(NOT a public record) (NOT a public record)

4. Place of Birth: PETCHABURI Thailand Height: 5-0 Weight: 129 Eyes: Blk Hair: Blk
City State Country (not county)

5. Marital Status Single Married Divorced Widowed

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

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

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

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

10. Name of Licensed Premises: Thai orchid Garden Premises Phone: (623) 536-2800

11. Physical Location of Licensed Premises Address: 12725 W. Indian school Avondale Maricopa 8539
Suite A-104 Street Address (Do not use PO Box #) City County Zip

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
2005	CURRENT	Cartwright Mgr.	
07/2005	current	Cafaterias Manager	Cartwright school District # 83 3401 N. 67th Ave. Phoenix Az 85033

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION ↓

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address If rented, attach additional sheet with name, address and phone number of landlord	City	State	Zip
02/1991	CURRENT	OWN				

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises? YES NO
If you answered YES, how many hrs/day? 5 hr, and answer #14a below. If NO, skip to #15.
14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof) YES NO
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license.

15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years? YES NO
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related.

16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO

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

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

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

If any answer to any of the above questions is "YES" YOU MUST attach a signed statement.
Give complete details of all such incidents, agencies involved, and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

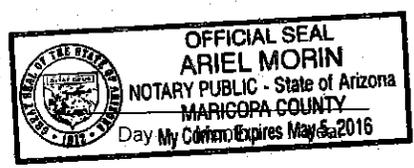
20. I, Netchanok Aphaisuwan, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

x Netchanok Aphai
(Signature of Applicant)

State of AZ County of Maricopa

The foregoing instrument was acknowledged before me this 17 day of July, 2012
Month Year

Ariel Morin
(Signature of NOTARY PUBLIC)



My commission expires on: _____

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

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

The foregoing instrument was acknowledged before me this _____

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

_____ day of _____ Month Year

(Signature of NOTARY PUBLIC)

Print Name

My commission expires on: _____
Day Month Year

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

QUESTIONNAIRE

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

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

TO BE COMPLETED BY EACH CONTROLLING PERSON, AGENT, OR MANAGER. EACH PERSON COMPLETING THIS FORM MUST SUBMIT AN "APPLICANT" TYPE FINGERPRINT CARD AVAILABLE AT THIS OFFICE. FINGERPRINTS ON FBI-APPROVED CARDS ARE ACCEPTED FROM LAW ENFORCEMENT AGENCIES, BONA FIDE FINGERPRINT SERVICES, OR THE DEPARTMENT OF LIQUOR. THE DEPARTMENT CHARGES A \$13 FEE. In addition to other fingerprint fees, a \$22 DPS background check fee will be charged for each fingerprint card.

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

Liquor License #
12077903

(If the location is currently licensed)

1. Check appropriate box → Controlling Person (Complete Questions 1-19) Agent (Complete All Questions except # 14, 14a & 21) Manager (Only) (Complete All Questions except # 14, 14a & 21) Controlling Person or Agent must complete #21 for a Manager Controlling Person or Agent must complete #21

2. Name: APHAISUWAN RON Last First Middle Maiden Date of Birth: [Redacted] (Public Record)

3. Social Security Number: [Redacted] Drivers License # [Redacted] State: AZ

4. Place of Birth: BANGKOK THAILAND City State Country (not county) Height: 5-05 Weight: 135 Eyes: BLK Hair: BLK

5. Marital Status Single Married Divorced Widowed

6. Name of Current or Most Recent Spouse: APHAISUWAN NETCHANOK Last First Middle Maiden Date of Birth: [Redacted] (NOT a public record)

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

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

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

10. Name of Licensed Premises: THAI ORCHID GARDEN Premises Phone: 623 536 2800

11. Physical Location of Licensed Premises Address: 12725 W. INDIAN SCHOOL RD. AVONDALE MARICOPA Street Address (Do not use PO Box #) City County Zip 85372

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

FROM Month/Year	TO Month/Year	DESCRIBE POSITION OR BUSINESS	EMPLOYER'S NAME OR NAME OF BUSINESS (street address, city, state & zip)
1/1	CURRENT	Customer Service Contact EF Data	2114 W. 7th St. Tempe AZ. 85281
8/1995	CURRENT		

ATTACH ADDITIONAL SHEET IF NECESSARY FOR EITHER SECTION

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

FROM Month/Year	TO Month/Year	Rent or Own	RESIDENTIAL Street Address (If rented, attach additional sheet with name, address and phone number of landlord)	City	State	Zip
01/91	CURRENT	OWN				

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

14. As a Controlling Person or Agent, will you be physically present and operating the licensed premises?
If you answered YES, how many hrs/day? 7, and **answer #14a below**. If NO, skip to #15. YES NO
- 14a. Have you attended a DLLC-approved Liquor Law Training Course within the past 5 years? (Must provide proof)
If the answer to # 14a is "NO", course must be completed before issuance of a new license or approval on an existing license. YES NO
15. Have you been cited, arrested, indicted or summoned into court for violation of ANY law or ordinance, regardless of the disposition, even if dismissed or expunged, within the past ten (10) years?
In addition, please include all traffic tickets and complaints within the last ten (10) years that resulted in a warrant for arrest AND any traffic tickets and complaints that are alcohol or drug-related. YES NO
16. Are there ANY administrative law citations, compliance actions or consents, criminal arrest, indictments or summonses PENDING against you or ANY entity in which you are now involved? Include only criminal traffic tickets and complaints. YES NO
17. Have you or any entity in which you have held ownership, been an officer, member, director or manager EVER had a business, professional or liquor application or license rejected, denied, revoked, suspended or fined in this or any other state? YES NO
18. Has anyone EVER filed suit or obtained a judgment against you, the subject of which involved fraud or misrepresentation? YES NO
19. Are you NOW or have you EVER held ownership, been a controlling person, been an officer, member, manager or any other liquor license in this or any other state? YES NO

If any answer to Question 15 through 19 is "YES" YOU MUST SIGN a signed statement.
Give complete details including dates, agencies involved and dispositions.
SUBSTANTIVE CHANGES TO THIS APPLICATION WILL NOT BE ACCEPTED

20. I, RON APHALSOWAN, hereby declare that I am the APPLICANT/REPRESENTATIVE
(print full name of Applicant)
filing this questionnaire. I have read this questionnaire and all statements are true, correct and complete.

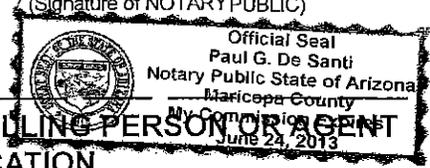
X [Signature]
(Signature of Applicant)

State of ARIZONA County of MARICOPA

The foregoing instrument was acknowledged before me this
11 day of JULY, 2012
Month Year

My commission expires on: 6/24/2013
Day Month Year

[Signature]
(Signature of NOTARY PUBLIC)



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

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

State of _____ County of _____

The foregoing instrument was acknowledged before me this

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

_____ day of _____
Month Year

Print Name

(Signature of NOTARY PUBLIC)

My commission expires on: _____
Day Month Year

*SEE AMENDMENT ATTACHED
FOLLOWING THIS PAGE***

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

12 AUG 13 Liq. Lic. PM12:32

AMENDMENT

CERTIFICATE OF TITLE 4 TRAINING COMPLETION

Do Not Duplicate This Form

Certificates must be completed by a state-approved training course provider, in black ink, on an original form.

RON APHAISUWAN

Full Name (please print)

Ron Aphasuwan

Signature

AUGUST 11, 2017

Training Completion Date

AUGUST 11, 2017

Certificate Expiration Date

(MANAGEMENT - 5 years from completion date)
(BASIC - 3 years from completion date)

Type of Training Completed (check Yes or No)

- | | | | | | |
|-----------------------------------------|-----------------------------|------------|-----------------------------------------|----------------------------------------|----------|
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BASIC | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | ON SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | MANAGEMENT | <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | OFF SALE |
| <input checked="" type="checkbox"/> Yes | <input type="checkbox"/> No | BOTH | <input type="checkbox"/> Yes | <input checked="" type="checkbox"/> No | OTHER |

If Trainee Is Employed By A Licensee

THAI ORCHID GARDEN

Name of Licensee

Business Name

Liquor License #

Alcohol Training Program Provider Information

ARIZONA BUSINESS COUNCIL FOR ALCOHOL EDUCATION (ABC)

Company or Individual Name (please print)

77 EAST COLUMBUS AVENUE, SUITE 102

Address

PHOENIX

AZ

85012

(602) 285-1396

City

State

Zip

Daytime Contact Phone #

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

FRED MALLAIRE

Name of Trainer (please print)

Fred Mallaire

Trainer Signature

8-11-12

Date

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

The persons(s) required to attend both the BASIC and MANAGEMENT Title 4 liquor law training, on- or off-sale, will include all of the following:

Owner(s)

Licensee/agent or manager(s) actively involved in daily business operation

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

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



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL/AGENT CHANGE

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: NETCHANOK APHAISUWAN

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 W. INDIAN SCHOOL ROAD

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



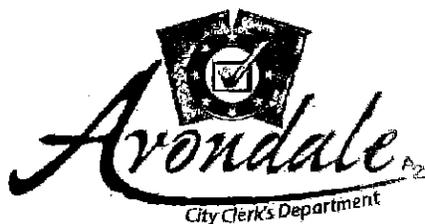
SIGNATURE


TITLE

8/13/12

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 10, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 16, 2012**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL/AGENT CHANGE

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: NETCHANOK APHAISUWAN

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 W. INDIAN SCHOOL ROAD

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

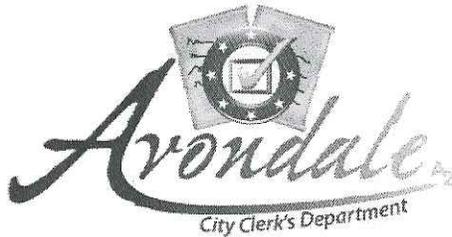
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Valorie Russell
SIGNATURE
Fire Inspector
TITLE

8/9/12
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 10, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 16, 2012**



DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL/AGENT CHANGE

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: NETCHANOK APHAISUWAN

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 W. INDIAN SCHOOL ROAD

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

DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED



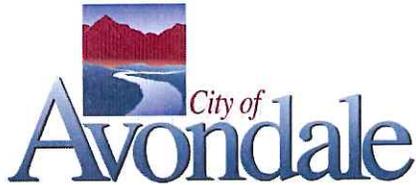
SIGNATURE
Zoning Specialist

TITLE

8/9/12

DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 10, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 16, 2012**



DEVELOPMENT SERVICES

MEMORANDUM

DATE: August 9, 2012

TO: Carmen Martinez, City Clerk

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

SUBJECT: Acquisition of Control – Series 12 Liquor License
Thai Orchard Garden Restaurant
12725 W. Indian School Road, Suite A-104

The proposed site is located at 12725 W. Indian School Road. This address is located within Palm Desert Plaza, a 5.1 acre retail and office center. Development of the site is complete.

The General Plan designates the property as Commercial and the subject property is zoned C-2 (Community Commercial). A restaurant is a permitted use within the C-2 Zoning District.

A Series 12 (Restaurant) liquor license is exempt from any separation requirements from churches, schools, or fenced school recreational areas. There are no zoning or separation issues with the site. A Series 12 liquor license was approved by City Council in March 2009.

Staff recommends approval of this request.

Attachment: 2011 Aerial Photo
Zoning Vicinity Map

**Unincorporated
Maricopa County**

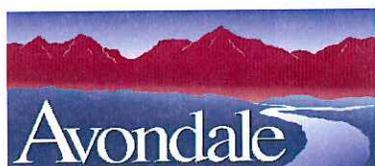
Indian School Road

Rancho Santa Fe Boulevard

Corte
Sierra

Sage
Creek

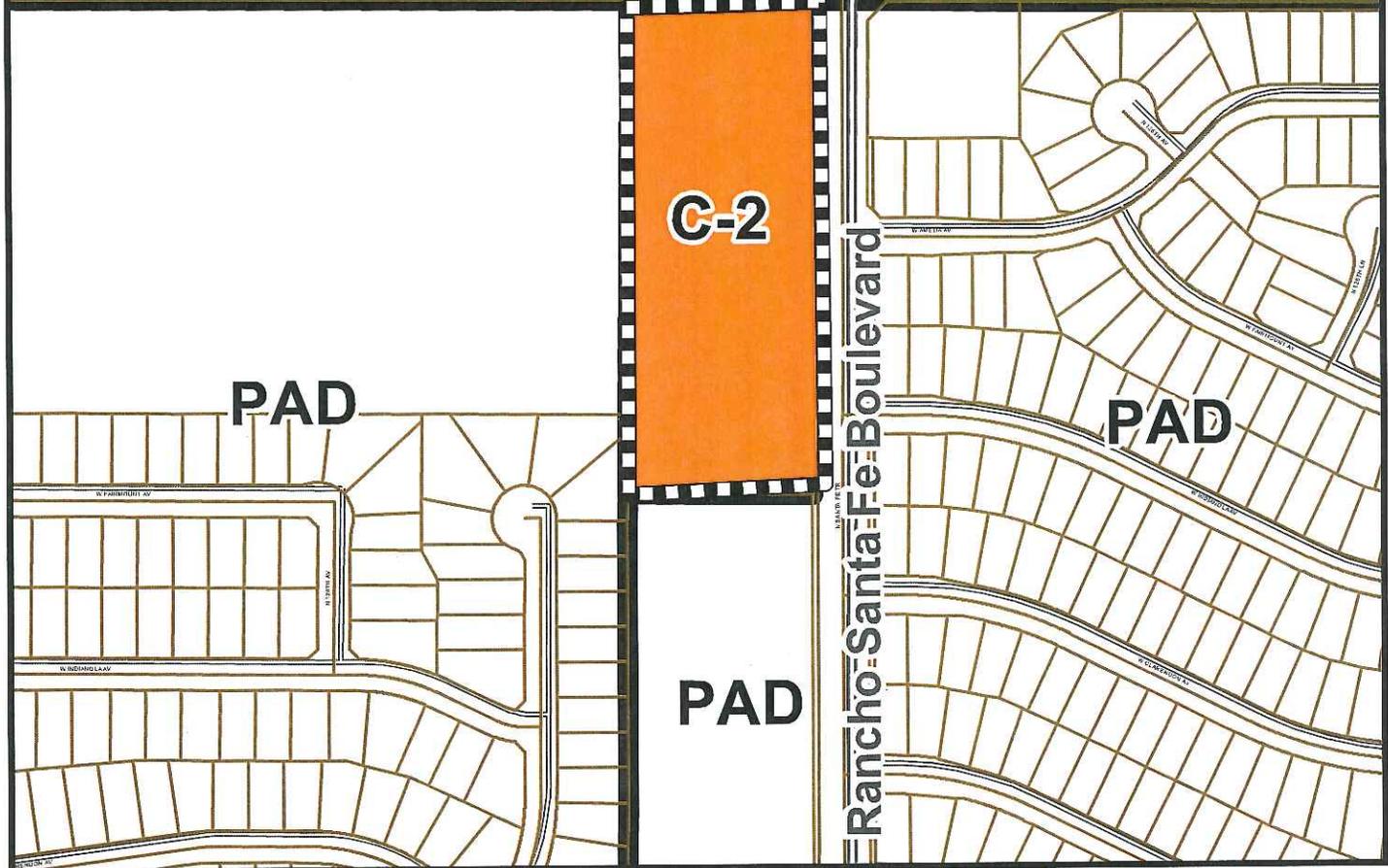
Aerial Photograph 2011



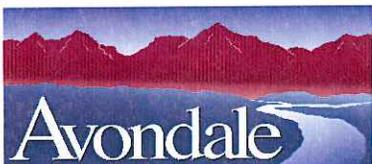
Subject Property



Unincorporated Maricopa County

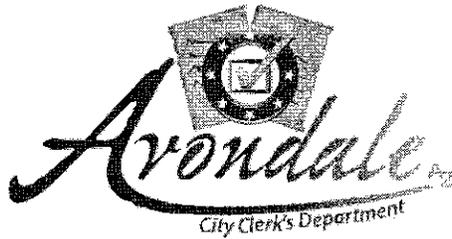


Zoning Vicinity Map



Subject Property





DEPARTMENTAL REVIEW FORM

TYPE OF LICENSE:

- OFF TRACK BETTING
- LIQUOR LICENSE SERIES #7
- EXTENSION OF PREMISES
- ACQUISITION OF CONTROL

ROUTING:

- DEVELOPMENT SERVICES
- FIRE DEPARTMENT
- FINANCE DEPARTMENT
- POLICE DEPARTMENT

APPLICANT'S NAME: NETCHANOK APHAISUWAN

BUSINESS NAME: THAI ORCHID GARDEN

ADDRESS: 12725 W. INDIAN SCHOOL ROAD

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

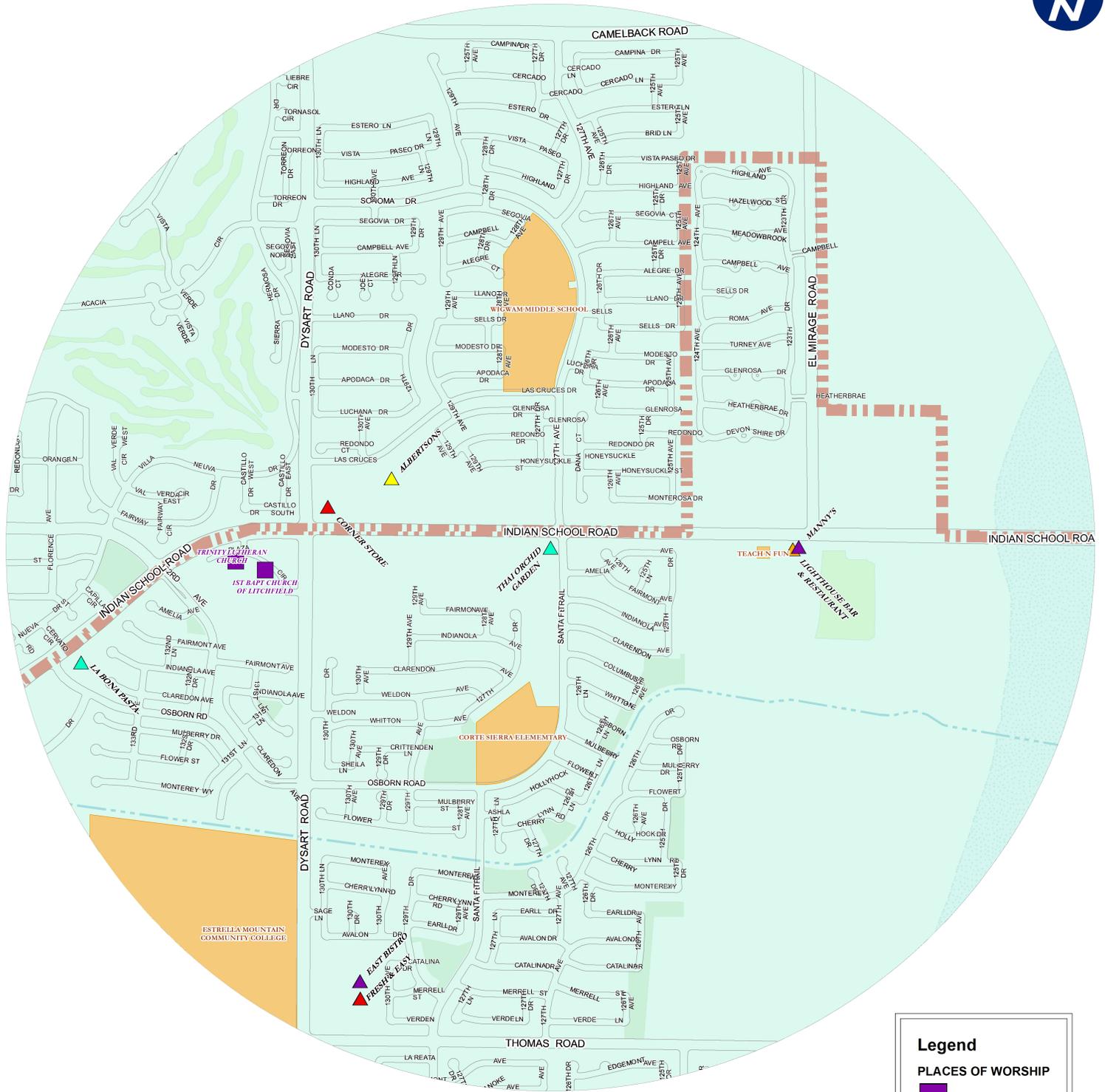
DEPARTMENTAL COMMENTS:

- APPROVED
- DENIED

Loen Punior
SIGNATURE
Revenue Collector
TITLE

8/9/12
DATE

**THIS LICENSE IS SCHEDULED FOR THE COUNCIL MEETING OF: SEPTEMBER 10, 2012
PLEASE RETURN YOUR COMMENTS TO THE CITY CLERK'S OFFICE BY: AUGUST 16, 2012**



Legend

PLACES OF WORSHIP

- CHURCH

Liquor License

- SERIES 6
- SERIES 7
- SERIES 9
- SERIES 10
- SERIES 12
- SERIES 14
- SERIES 16

SCHOOLS



Thai Orchid Garden
12725 W Indian School Rd #A104
1 Mile Buffer

Thai Orchid Garden

RESTAURANT

08.15.2012 15:26

SINGHA
LAGER BEER
First Distillery, First 8000

B
JEWELER

A-104

BUD LIGHT

SHOCK TOP

Thai Orchid Garden
Monday - Thursday
Lunch: 11am - 2pm
Dinner: 5pm - 10pm
Happy Hour
Reservations

RESTROOM

RESTAURANT

RESERVED PARKING
HANDICAP PLATE OR PERMIT ONLY
8.15.12 15:26



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Southwest
Umpires LLC

MEETING DATE:

September 10, 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 a professional services agreement with Southwest Umpires, LLC for professional umpiring services in an amount not to exceed \$71,000 during the initial term or \$355,000 for the entire term of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

BACKGROUND:

On October 17, 2011 the City of Avondale (the City) and Southwest Umpires Association (currently DBA: Southwest Umpires, LLC) entered into the initial Professional Services Agreement for professional umpiring services. The original agreement was part of a Cooperative Purchasing Agreement with the Town of Fountain Hills (Fountain Hills). Staff elected not to renew the agreement as part of a Cooperative Purchase with Fountain Hills and on July 17, 2012 issued a Request for Proposals, PR 13-003 from vendors to provide professional umpiring services to the City. Southwest Umpires, LLC was the selected bidder.

Staff is satisfied with the quality of service provided by Southwest Umpires, LLC. There have not been any negative Vendor Evaluation Reports during the initial contract term.

DISCUSSION:

The agreement shall be effective as of the date the agreement is signed for an initial period of one year unless otherwise terminated by either party. After the initial term, the agreement may be renewed for up to four (4) successive one-year terms if a renewal is in the best interest of the City, subject to availability of funds. The City of Avondale is required to approve each successive one-year term in writing at least 30 days prior to the end of the then current term of the Agreement.

BUDGETARY IMPACT:

The contract with Southwest Umpires, LLC will not exceed a cost of \$71,000 during the initial term of the agreement or \$355,000 for the entire term of agreement. Funding for the professional umpire services are allocated in the Parks, Recreation, and Libraries annual budget. Line item: 101-8125-00-6182 Sports Program Services.

RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Southwest Umpires, LLC for professional umpiring services in an amount not to exceed \$71,000 during the initial term or \$355,000 for the entire term of the agreement and authorize the Mayor or the City Manager and City Clerk to execute the applicable contract documents.

ATTACHMENTS:

Click to download

[PSA - Southwest Umpires LLC](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES, LLC**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of September 11, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Southwest Umpires, LLC, an Arizona limited liability company (the "Contractor").

RECITALS

A. The City issued a Request for Proposals, PR 13-003 "Adult Slow-Pitch Softball Umpiring Services" (the "RFP"), a copy of which is on file in the City's Finance Office, seeking proposals from vendors for umpiring services.

B. The Contractor submitted a proposal in response to the RFP (the "Proposal"), attached hereto as Exhibit A and incorporated herein by reference, and the City desires to enter into an Agreement with the Contractor for adult slow-pitch softball umpiring services (the "Services").

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated herein by reference, the following mutual covenants and conditions, and other good and valuable consideration, the receipt and sufficiency of which 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 September 10, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Contractor requests, in writing, to extend the Agreement for an additional one-year term and (iii) the City approves the additional one-year term in writing (including any price adjustments approved as part of this Agreement), as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Contractor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Contractor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

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

3. Compensation. The City shall pay Contractor an amount not to exceed \$71,000.00 for the Services during the Initial Term, with an aggregate not to exceed amount of \$355,000.00 for the entire Term of the Agreement, at the rates as set forth in the Fee Proposal, attached hereto as Exhibit C and incorporated herein by reference.

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

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

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

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

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

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

10. Indemnification. To the fullest extent permitted by law, the Contractor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to, reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out

of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the work or services of the Contractor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

11. Insurance.

11.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Contractor, Contractor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

11.2 Required Insurance Coverage.

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

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

Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be "follow form" equal or broader in coverage scope than underlying insurance.

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

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

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

12. Termination; Cancellation.

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

12.2 For Cause. If either party fails to perform any obligation pursuant to this Agreement and such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party's nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Contractor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

13. Miscellaneous.

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

13.2 Applicable Law; Venue. 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.

13.3 Laws and Regulations. Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Contractor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

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

13.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

13.14 Offset.

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

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

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

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

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

If to Contractor: Southwest Umpires, LLC
530 E. McDowell Road, Suite 107-307
Phoenix, AZ 85004
Attn: Jeffrey T. Kersch, Director

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. 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.

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

13.17 Records and Audit Rights. To ensure that the Contractor and its subcontractors are complying with the warranty under subsection 13.18 below, Contractor's and its subcontractor's books, records, correspondence, accounting procedures and practices, and any other supporting evidence relating to this Agreement, including the papers of any Contractor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Contractor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Contractor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 13.18 below. To the extent necessary

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

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

13.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Contractor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Contractor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 12.2 above.

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

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

13.22 Cooperative Purchasing. Specific eligible political subdivisions and nonprofit educational or public health institutions ("Eligible Procurement Unit(s)") are permitted to utilize procurement agreements developed by the City, at their discretion and with the agreement of the awarded Contractor. Contractor may, at its sole discretion, accept orders from Eligible Procurement Unit(s) for the purchase of the Materials and/or Services at the prices and under the terms and conditions of this Agreement, in such quantities and configurations as may be agreed upon between the parties. All cooperative procurements under this Agreement shall be transacted solely between the requesting Eligible Procurement Unit and Contractor. Payment for such purchases will be the sole responsibility of the Eligible Procurement Unit. The exercise of any rights, responsibilities or remedies by the Eligible Procurement Unit shall be the exclusive obligation of such unit. The City assumes no responsibility for payment, performance or any

liability or obligation associated with any cooperative procurement under this Agreement. The City shall not be responsible for any disputes arising out of transactions made by others.

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 September ____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

(affix notary seal here)

Notary Public in and for the State of Arizona

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

Southwest Umpires, LLC,
an Arizona limited liability company

By: Jeffrey T. Kersch

Name: JEFFREY T. KERSCH

Title: DIRECTOR

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on August 29, 2012, by Jeffrey T. Kersch, as Director of SOUTHWEST UMPIRES, LLC, an Arizona limited liability company, on behalf of the limited liability company.

[Signature]
Notary Public in and for the State of Arizona

(affix notary seal here)

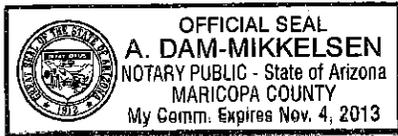


EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES, LLC

[Contractor's Proposal]

See following pages.



Southwest Umpires, LLC

530 E McDowell Rd Ste 107-307 • Phoenix, Arizona 85004 • 480.940.7515

Jeff Kersch
Director

August 2, 2012

To Whom It May Concern:

Thank you for allowing Southwest Umpires, LLC to bid on your contract. I would like to give you some additional information about our group.

Southwest Umpires, LLC has been in business for over 30 years, supplying umpires to various city contracts, and weekend organizational and private tournaments. We currently provide services to the City of Scottsdale, City of Phoenix, Town of Fountain Hills, Town of Queen Creek, City of Goodyear, City of Avondale, and the Town of Buckeye.

Southwest Umpires, LLC prides itself in the fact that we are one of the few organizations that trains new umpires before putting them on the field. Our training class consists of: two, four-hour classroom sessions, one, four-hour field drill session, and at least two nights of training with a senior staff member. In addition, ALL Southwest umpires are currently tested each year with the ASA Umpire Exam and must achieve a score of 80% or higher. Umpires who fail repeat training before working. All Southwest umpires wear and maintain their uniform in a professional manner at all times. Our uniform consists of a hat, white shirt, and jacket—all with the Southwest Umpires Association logo—navy blue pants in the winter and navy blue shorts in the summer and all required equipment.

In addition to supplying umpires for your contract, Southwest Umpires, LLC offers a number of other services at no extra charge. We will supply a representative at all league meetings. Business cards and/or phone numbers of Southwest Umpires, LLC director/assigners will be provided to all coaches so they may call us directly if they have rules questions. I will also be available to sit on any protest board you may have.

Again, thank you for the opportunity to bid on your contract. We look forward to continue to work with you to meet your adult softball umpiring needs.

Respectfully submitted,

Jeffrey T. Kersch
Director

Providing quality softball umpiring for over 30 years.

Section 1, B

Southwest Umpires, LLC is a limited liability company, established in 2011 after over 30 years as Southwest Umpires Association. The address is 530 E McDowell Rd., Ste. 107-307, Phoenix, AZ 85004. The Federal Employer Tax ID is 45-4276318. The Director and person of contact is Jeffrey T. Kersch, 530 E McDowell Rd., Ste. 107-307, Phoenix, AZ 85004; phone 480-940-7515; email isfump@cs.com.

Section 1, C

Southwest Umpires, LLC is located at 530 E McDowell Rd., Ste. 107-307, Phoenix, AZ 85004.

Section 1, D

Southwest Umpires, LLC started in 1979 with two municipal contracts has been in business providing professional adult, slow-pitch softball umpiring services for 33 years, supplying umpires to various city contracts, and weekend organizational and private tournaments throughout Arizona.

Section 1, E

Southwest Umpires, LLC has not had any contract terminated.

Section 1, F

In 2010, Southwest Umpires, LLC (at that time, Southwest Umpires Association) filed suit against the City of Maricopa for breach of contract for professional umpiring services. It was settled out of court in favor of Southwest Umpires Association.

Section 1, G

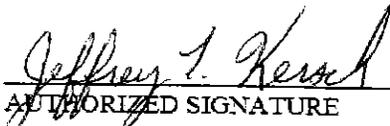
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CITY OF AVONDALE
PARKS, RECREATION, & LIBRARY DEPARTMENT
PR 13-003

SECTION A

IV. VENDOR INFORMATION FORM

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

<u>Southwest Umpires, LLC</u> VENDOR SUBMITTING PROPOSAL	<u>45-4276318</u> FEDERAL TAX ID NUMBER
<u>Jeffrey T. Kersch, Director</u> PRINTED NAME AND TITLE	 AUTHORIZED SIGNATURE
<u>530 E McDowell Rd, Ste. 107-307</u> ADDRESS	<u>480-940-7515</u> <u>NONE</u> TELEPHONE FAX #
<u>Phoenix</u> <u>AZ</u> <u>85004</u> CITY STATE ZIP	<u>August 2, 2012</u> DATE
WEB SITE: <u>NONE</u>	EMAIL ADDRESS: <u>isfump13@cs.com</u>

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

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

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

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

Section 2, A

Southwest Umpires, LLC has been providing umpire services throughout the Valley since 1979. Southwest first started providing umpire services for the City of Avondale in 2008. I feel we have a firm grasp on the City of Avondale's needs pertaining to this contract. We already have a communication system set up and have a great working relationship with the staff in Avondale's Recreation Department. I feel that our four years of experience in dealing with this contract qualifies us better than anyone going into the future.

Southwest Umpires, LLC has grown since 1979 when we started with two municipal contracts. We now have contracts with seven Valley cities (references attached). At the end of last year, Southwest Umpires became an LLC and we are registered with the State of Arizona as such. The other cities that Southwest Umpires contracts with for professional umpire services are as follows—City of Scottsdale, 32 years; City of Phoenix, 21 years; Town of Fountain Hills, 6 years; Town of Queen Creek, 6 years; City of Goodyear, 5 years; City of Avondale, 4 years; Town of Buckeye, 2 years. As of July 25, 2012, Southwest Umpires, LLC was awarded the City of Scottsdale's contract for professional umpire services for adult slow-pitch softball. This is a 5-year contract which will bring our service years for Scottsdale to 37 years.

Southwest Umpires, LLC prides itself in the fact that it is one of the few organizations that trains new umpires before putting them on the field. The training class consists of: two, four-hour classroom sessions, one, four-hour field drill session, and at least two nights of training with a senior staff member. In addition, ALL Southwest umpires are currently tested each year with the ASA Umpire Exam and must achieve a score of 80% or higher. Umpires who fail repeat training before working. All Southwest umpires wear and maintain their uniform in a professional manner at all times. The uniform consists of a hat, white shirt, and jacket—all with the Southwest Umpires Association logo—navy blue pants in the winter and navy blue shorts in the summer and all required equipment.

Southwest Umpires, LLC's Director, Jeffrey T. Kersch is responsible for management, scheduling, staffing, and training of umpires. Based on the schedule(s) provided by the customer, umpires are assigned to officiate the games. Completed assignments are verified after work has been performed and the customer is invoiced bi-monthly with a detailed list of assignments worked attached. The customer confirms the assignments billed and processes the invoice for payment.

Section 2, B

City of Scottsdale	Tim Nisbet	7447 E. Indian School Rd. Ste 300 Scottsdale, AZ 85251 480-312-0227 tnisbet@scottsdaleaz.gov	Professional Umpiring Services for Adult Slow-pitch Softball
City of Phoenix	Robert Estfan	1802 W Encanto Blvd Phoenix AZ 85007 602-262-6483 robert.estfan@phoenix.gov	Professional Umpiring Services for Adult Slow-pitch Softball

Town of Fountain Hills	Anjelica Giardino	16705 E Avenue of the Fountains Fountain Hills AZ 85268 480-816-5152 agiardino@fh.az.gov	Professional Umpiring Services for Adult Slow-pitch Softball
Town of Queen Creek	Anthony Baumann	22350 S Ellsworth Rd Queen Creek AZ 85142 480-358-3700 anthony.baumann@queencreek.org	Professional Umpiring Services for Adult Slow-pitch Softball
City of Goodyear	Troy Mickelson	3075 N Litchfield Rd Goodyear AZ 85395 623-882-7536 troy.mickelson@goodyearaz.gov	Professional Umpiring Services for Adult Slow-pitch Softball
Town of Buckeye	Jessica Thompson	1003 E Eason Av Buckeye AZ 85326 623-349-6350 jthompson@buckeyeaz.gov	Professional Umpiring Services for Adult Slow-pitch Softball

Reference letters are attached



To whom I may concern,

Southwest Officials is currently our provider of Softball Umpires. Jeffery Kersch is the Director of this organization.

This company has provided umpires for our program for more than 20 years.

These officials have met or exceeded our conditions of service.

The officials are well versed in A.S.A. rules and make the extra effort to understand and apply the League Rules for the City of Scottsdale softball program.

The service provided by Southwest Officials has always been one of professionalism.

Tim Nisbet

City of Scottsdale Adult Sports

480-312-7936- Office

480-312-9156-Fax



City of Phoenix

To: Whom it may concern

Date: May 25, 2011

From: Robert Estfan
Recreation Coordinator
City of Phoenix Parks and Recreation Department/Phoenix Softball
1802 W. Encanto
Phoenix, AZ 85007
602 262-4085

Subject: JEFF KERSCH
SOUTHWEST UMPIRES

This is a letter of recommendation for Jeff Kersch and Southwest Umpires. I have worked with this association for the past ten years; they have done the adult slow pitch leagues for the City of Phoenix Parks and Recreation Department/Phoenix Softball Office. Jeff has been great to work with over the years, he makes himself available when issues arise and always handles them in a timely manner. He and his association has been a great asset to our leagues. A big plus with his association is that he has a number of officials all over the valley which allows him to cover multiple sites. I have seen many umpire associations come and go over the years, Southwest Umpires has been one association to with-stand the many ups and downs and have continued to offer a great service to the City of Phoenix.

If I can be of further assistance please feel free to contact me, thank you for your time.



Fountain Hills Community Services Department

May 25, 2011

To Whom It May Concern:

This letter is in support of Southwest Umpires Association services. I have worked with them since 2007 with the Town of Fountain Hills.

Their responsibilities as our senior and adult slow pitch softball officials has included working with onsite field supervisors, being knowledgeable of ASA and Senior Softball rules and enforcing the rules to participants, regulating games, working under pressure, demonstrating a high level of independent judgment, and maintaining a safe and fun environment in leagues and tournaments.

My experience working with Southwest Umpires Association has been well received. The officials show up on time and check in with the onsite field supervisor regularly to see if there have been any rule changes. Being able to address rulings and resolve problems on the field is highly sought out in the sports industry where decisions have to be made on the spot so having effective officials like Southwest Umpires who demonstrate these skills is extremely valuable to us.

Customer service is definitely one their strongest areas. I can always count on Jeff Kersch, Dan Peterson and Steve Gibbs to get back to me promptly with any questions or concerns that I have which shows they are dependable and professional. I require officials to be present at my team manager meetings and they do a good job of being there to offer important input. An example where I felt they went over and beyond their call of duty was when Jeff Kersch initiated a meeting with other city Recreation Coordinators to discuss streamlining softball rules that are consistent with rule books. It spoke volumes about their involvement in adult sports programs and fostering good relationships with their customers. I am not familiar with other umpiring associations, but I would be willing to guess that it would not match what Southwest Officials has to offer.

I enjoy working with Southwest Umpire Association. Their employees are passionate about what they do and care about results, and I would recommend them to other municipalities where officials are being sought. Their dedication working for the Town of Fountain Hills Parks and Recreation Division has been positive and appreciated.

If you have any questions or would like more information, please contact me at (480) 816-5132 or by email at agiardino@fh.az.gov. Town Hall is open from 7 a.m. to 6 p.m. every Monday through Thursday. We are closed on Fridays.

Sincerely,

Anjelica Giardino, Recreation Coordinator for Adult and Youth Sports
Town of Fountain Hills Community Services/Parks and Recreation Division



TOWN OF
QUEEN CREEK

May 19, 2011

To Whom It May Concern:

Southwest Umpires Association has been contracted by the Town of Queen Creek Parks and Recreation Department for our Adult Softball leagues for over five years. The umpires and administrators, whom we have worked directly with, have been a pleasure to work with season after season.

Each season, we have been provided with umpires that are reliable, knowledgeable, and good spirited. They are able to adapt easily to any league differences such as rules, policies and procedures. They are always prepared with having reviewed the modified rules prior to the beginning of any season. The administrators have also been very dependable. Communication is quick, efficient and greatly appreciated. An example of an effective communication technique Southwest Umpires uses, is the yearly meeting to discuss feedback, rules, policies and procedures. Southwest is always looking for new ways to improve their relationship with the Town, such as being open to how the contract is prepared (by season, yearly, multiple years, etc.).

We highly recommend working with Southwest Umpires due to the leadership skills, open communication and willingness to improve the partnership between both organizations. If you have any questions regarding this reference or questions regarding our partnership, please contact Anthony Baumann or Cynthia Salazar at 480-358-3718. Thank you for your time.

Sincerely,

A handwritten signature in black ink, appearing to be "Anthony Baumann".

Anthony Baumann
Recreation Supervisor

A handwritten signature in black ink, appearing to be "Cynthia Salazar".

Cynthia Salazar
Recreation Technician

Parks and Recreation Department

22350 S. Ellsworth Road, Queen Creek, AZ 85142-9311 • 480-358-3700 • Fax 480-358-3701



City of Goodyear
Parks & Recreation Department
Recreation Division
Troy Mickelson
3075 North Litchfield Road
Goodyear, AZ 85395

Office (623) 882-7536
Fax (623) 882-7533
www.goodyearaz.gov/rec
troy.mickelson@goodyearaz.gov

May 25, 2011

TO: Whom it may concern

I am pleased to have the opportunity to write a few words of recommendation for Jeff Kersch.

I have had the pleasure of working with and getting to know Jeff for over 4 years as the contracted agency of Southwest Umpires for the City of Goodyear Parks & Recreation Department adult softball program. During this time Jeff has exemplified many qualities that will make him a valuable asset to your organization.

Jeff is a highly resourceful person, which is in part due to his background in umpiring. His ability to face a demanding schedule is very refreshing. Jeff also exhibits many of the qualities necessary to be a valuable team player to our organization. Jeff consistently communicates his expectations in a fair and firm manner.

While in Goodyear, Jeff is very involved in Adult Softball and is committed to providing safe, quality professional staff for our adult softball program.

Jeff is very dedicated and will do what it takes to get the job done. I recommend Jeff and Southwest Umpires for any softball program that he feels he is qualified to accept.

If you require additional information or have any questions, please do not hesitate to call me at (623) 882-7536.

Sincerely,

Troy Mickelson
Recreation & Aquatics Coordinator
City of Goodyear Parks & Recreation Department





Town of Buckeye
Community Services – Recreation Center

Jessica Thompson
Town of Buckeye
Dr. Robert A. Saide Recreation Center
1003 E. Eason Ave.
Buckeye, AZ 85326
May 27, 2011

To Whom It May Concern:

Jeff Kersh and Southwest Umpires have been providing officiating services for the Town of Buckeye's adult softball leagues since November 2010. As the program coordinator I have been extremely pleased with the level of service and communication that Jeff provides. Any time that there has been any question or issue he has made sure to address it with me right away. His umpires have proven to be knowledgeable about the game and control the tempo of our games in a positive manner. His officials are prompt, dressed appropriately and courteous. We have very much enjoyed working with them and Jeff and feel that switching our contract to Southwest Umpires has had a very positive effect on our programs.

I'm happy to provide any additional feedback that may be needed or that isn't addressed in this letter. I can be contacted at 623-349-6613 or jthompson@buckeyeaz.gov.

Thank you,

Sincerely,

Jessica Thompson
Recreation Coordinator
Town of Buckeye, Community Services

Section 3, A

Jeffrey T. Kersch, Director, Assigner, Bookkeeper, Umpire (see list)

Umpires:

Name	Experience (years)	ASA National Tournament Experience	ASA Medals Program	National Indicator Fraternity	ASA Elite Umpire	International Softball Federation Umpire
Andreozzi, Mario	5					
Ayers, Perry	1					
Bolden, Lonnie	11					
Bowman, Mike	8					
Brenden, Ken	8					
Brocks, Robert	8		Blue			
Bronson, Jim	18	7	Gold	Yes	Yes	
Charlton, Terry	15	2	Gold			
Dealy, Art	10					
Dhaemers, Sean	8					
Dragon, Ron	13	2	Bronze			
Earl, Erik	8					
Eddings, Rich	10	6	Gold	Yes	Yes	
Ellis, Brad	5					
Ellis, Steven	5					
Evers, Gary	15	2	Gold			
Friedlund, Benny	8					
Garcia, Joe	18	7	Gold	Yes	Yes	Yes
Gentile, John	13		Blue			
Gibbs, Steve	16	10	Gold	Yes	Yes	
Gonzales, Bobby	5					
Gonzalez, Rudy	15	4	Gold	Yes		
Hartman, Steve	5					
Hegrenes, Barry	8		Blue			
Hodel, Chris	8	1	Silver			
Howe, Dennis	2					
Jacobs, Matt	3					
Jambon, Kim	13	1	Gold			
Kaiser, Tom	13					
Kenan, Bud	18		Gold			
Kersch, Anna-Lisa	15		Blue			
Kersch, Jeff	35	17	Gold	Yes	Yes	Yes
Kilgallen, Michelle	10					
Kilgallen, Pete	9					
Lamatrice, Vince	4					
Lambke, Tom	11	2	Silver			
Lauer, Ann	1					
Lomax, Terry	7					
Lubert, Ray	4					
Machado, Jose	1					

Marquez, Martin	1				
McDonald, Scott	2				
Messeroll, Tyler	2				
Mowery, Robert	5				
Page, Gary	6				
Page, Gene	4				
Perez, Dario	7				
Petersen, Don	10				
Peterson, Dan	18	5	Gold	Yes	Yes
Pettit, Mike	3				
Pounder, James	7				
Powell, Carl	10	2	Gold		
Rawley, Dennis	4				
Redos, Richard	8				
Rickert, Bob	10				
Rodriguez, Jesse	2				
Rodriguez, Richard	5				
Rysavy, Steve	23	5	Gold	Yes	
Salazar, Ray	5				
Salazar, Rick	5				
Saunders, Lorne	13				
Shuck, Tim	5				
Skorniak, Frank	7				
Spano, Erik	8				
Steitzer, Matt	8	1	Blue		
Sterling, Sheldon	13	2	Silver		
Titus, Krista	7				
Traver, Tim	2				
Treick, Paul	6				
Trivison, Matt	4				
Vanderwerf, Mark	2				
Washington, Jesse	7				
Williams, Dave	7				
Wolfe, Larry	7				
Zell, Steve	15	4	Bronze		

Section 3, B

Director—Contract administrator; trainer, assigner, bookkeeper

Umpires-- charged with officiating adult slow-pitch softball games, including beginning and ending the game, enforcing the rules of the game and the grounds, making judgment calls on plays, and handling the disciplinary actions in conjunction with City staff.

Section 3, C

There will not be any subcontractors used for this contract.

Section 3, D

Our training consists of three nights of classroom work—four hours each night; one, four-hour night of field drills; and at least two nights working with a trainer before being allowed to work alone. We also provide ongoing training to keep up with any new rule changes or umpire mechanics that come along. We also have a retraining program for umpires that may be having problems and require additional training.

All Southwest Umpires are tested yearly. The Director certifies that all Southwest Umpires are given the ASA Umpire Exam each year. Any umpire scoring below 80% proficiency will not be allowed to work until they retake the test. A score of 80-90 percent allows an umpire to work coed and lower-level men's programs. A score of 90-100 percent allows them to work upper level men's programs.

Starting September 1, 2012, as per the new requirements in the City of ^{Averdale's} ~~Scottsdale's~~ contract, all Southwest umpires will be registered ASA umpires. _{AB.}

Section 4

Southwest Umpires, LLC's approach to performing the required services in the Scope of Work described in the Professional Services Agreement is to comply on its behalf of the Agreement as agreed upon by Southwest Umpires, LLC and the City of Avondale with these Exceptions:

Professional Service Agreement

4. Payments

It is requested that Southwest Umpires, LLC be allowed to bill the City of Avondale semi-monthly (middle and end of month, or end of league) in order to reimburse umpires in a timely manner. We have been operating under the current contract in this manner and would like to continue this practice.

EXHIBIT B
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES, LLC

[Scope of Work]

See following pages.

SCOPE OF WORK

1. General. Contractor shall provide adult slow-pitch softball umpiring services for adult softball league games, as required by the Parks, Recreation and Libraries Department.

2. General Requirements. Contractor shall manage, coordinate and oversee the scheduling and operations of the umpiring services. Contractor shall be responsible for the staffing, training and certification of umpires. For the Initial Term of the Agreement, Contractor must be able to provide the appropriate number of umpires at up to eight game sites, for approximately 4,000 games. For subsequent Renewal Term(s), if any, the City may require Contractor to provide umpires at up to 14 game sites for approximately 7,000 games per year. Contractor shall ensure that the adult slow-pitch softball games are played in accordance with the current rules of the Amateur Softball Association of America (ASA) or the United States Specialty Sports Association (USSSA), unless such rules are modified by the City of Avondale Softball Rules (the "City Rules"), attached hereto as Attachment 1 and incorporated herein by reference.

3. Contractor Responsibilities.

3.1 Administration. Contractor shall assign a representative to the City who shall act as the direct liaison between the Contractor and the City. Contractor shall process all complaints related to officiating and scheduling. Contractor shall work with the City to respond to complaints concerning officials, players, coaches and other persons involved with City games. Within 24 hours of an occurrence, Contractor shall provide the City with a written report of any ejection, incident or otherwise abnormal event that has taken place during the game. The City shall not be held responsible for any accident or injury sustained by Contractor's umpires.

3.2 Certification. Contractor shall provide the City with umpires who are tested and certified as competent to administer the current ASA or USSSA rules. Contractor shall require its umpires to attend at least one ASA or USSSA rules clinic per year. Contractor shall submit proof of its umpires' clinic attendance to the City before scheduling an umpire to officiate a City game. Contractor shall provide the City with a current list of registered ASA or USSSA umpires who may be scheduled to officiate City games prior to the start of the upcoming season, and in no case, later than one week prior to the first game of the upcoming season.

3.3 Umpire Scheduling. In accordance with the City's appropriate season schedule, Contractor shall assign umpires, in numbers as specified by the City, to officiate scheduled games. Contractor shall submit the schedule to the City in writing. The City shall have the right to refuse the officiating of an umpire provided by Contractor if the City deems the umpire unacceptable and such determination is justified by the City. Umpires shall arrive at the designated game site at least ten minutes prior to the scheduled game time. Contractor shall provide umpires for games rescheduled by the

City. The City shall notify Contractor of any changes in the scheduled date, time and location of a game at least three hours prior to the scheduled game.

3.4 Officiating. Games shall be played in accordance with the rules of the ASA or USSSA, however, City Rules shall take precedence at all times. Contractor shall instruct its umpires to adhere to City rule changes when necessary, however, the City will not change ASA or USSSA rule decisions previously determined by Contractor's umpire. Contractor shall ensure that umpires are properly attired in ASA or USSSA uniforms during games.

4. Fees.

4.1 Full Fee. The City shall pay Contractor the per game fee if Contractor's umpire is on the field of play and in proper uniform at the designated time and place for the scheduled game. After the start of the game, the City shall pay Contractor the per game fee in the event the game is canceled, delayed or postponed due to unforeseen conditions. The City shall pay Contractor the per game fee in the event of a forfeit or a change in the scheduled date, time or location of the game, unless Contractor is notified of the change in schedule prior to the scheduled game time.

4.2 Half Fee. The City shall pay Contractor half of the per game fee if Contractor's umpire arrives, to officiate a game, more than 15 minutes after the scheduled game time. Upon arrival, the umpire must officiate the remainder of the game.

4.3 No Charge. Contractor shall cover the cost for umpiring any scheduled game where Contractor's umpire fails to officiate or leaves the premises prior to the completion of the game. Contractor shall provide umpire(s) at no charge to the City if a game must be re-played due to umpire error (valid protest).

5. Game Locations. Games shall be held at any or all of the following locations:

- A. Festival Fields
101 E Lower Buckeye Rd
Avondale, AZ 85323
- B. Friendship Park
12325 McDowell Rd
Avondale, AZ 85323

6. Game Schedules. The City will provide Contractor with a game schedule prior to the beginning of the season. The City may schedule games by seasons as set forth below:

A. Winter Season. There shall be a maximum of 14 regular season games and seven Tournament games for a total of 21 games for the Winter Season. The

Winter Season typically begins no earlier than January and ends no later than March, each year.

B. Spring Season. There shall be a maximum of 14 regular season games and seven Tournament games for a total of 21 games for the Spring Season. The Spring Season typically begins no earlier than March and ends no later than June, each year.

C. Summer Season. There shall be a maximum of 14 regular season games and seven Tournament games for a total of 21 games for the Summer Season. The Summer Season typically begins no earlier than August and ends no later than July, each year.

D. Fall Season. There shall be a maximum of 14 regular season games and seven Tournament games for a total of 21 games for the Fall Season. The Fall Season typically begins no earlier than September and ends no later than December, each year.

E. Times and Duration. Games may be scheduled on Tuesdays, Thursdays, Fridays or Sundays at 6:30 p.m., 7:30 p.m., 8:30 p.m. or 9:30 p.m. Game schedules may require rescheduling of games due to inclement weather or for any reason deemed necessary by the City. All regular season games shall be completed in 55 minutes or seven full innings (whichever occurs first). A game becomes official after four innings. Tournament games shall last 55 minutes or seven complete innings (whichever occurs first).

7. Performance Review. The City shall review the performance of Contractor's umpires during the term of this Agreement. Contractor shall provide the City with an evaluation form or process that allows the City to evaluate umpires on promptness, hustle, knowledge and interpretation of the ASA, USAA and City rules, attitude and professionalism. If the City determines that an umpire is not competent or otherwise not performing the duties as set forth herein, Contractor shall not assign the umpire to officiate City games until the umpire improves his or her performance. Contractor shall be responsible for determining that the umpire has improved his or her performance. Contractor shall notify the City, in writing, that the umpire's performance has improved before the umpire is scheduled to officiate additional City games.

ATTACHMENT 1
TO
SCOPE OF WORK

[Avondale City League Rules]

See following pages.

**CITY OF
AVONDALE**

**Softball Rules
&
League
Information**



TEAM / PLAYERS

PLAYER ELIGIBILITY

All player's names, contact information and signatures must appear on the team roster. A player may be on only one roster in the same league. Both men and women players must be 18 years of age or older by the first scheduled league game.

RAIN-OUT PROCEDURE

Games will be cancelled due to inclement weather, such as rain and lightning. City staff will contact the managers or coaches by phone or email once games have been cancelled. Rain outs will be made up at the end of the season if schedule permits.

WARM-UPS

No warm up batting will be allowed on the infields. The pitcher may have 5 warm-up pitches before the 1st inning and 3 warm-up pitches between innings.

SAFETY

- Players should participate in league and tournament play that is compatible to their skills and abilities.
- For personal safety, players should not play if they have an injury.
- No batting warm-ups are allowed against the backstop or any fencing.
- Each team should provide insurance coverage for its players.
- Players must stay on the base during batting
- Sliding into home plate is not allowed in Co-Ed
- Commitment Lines and Double bases will be used when available.
- Men's Division may slide at home plate

The City of Avondale does not carry insurance to cover players injured during practice, league, or tournament play. When all rules and regulations are strictly followed, the potential for injury still exists. Involvement in this activity is done at the participant's own risk.



For additional information about Avondale softball leagues, please contact

**The City of Avondale Parks, Recreation, and
Libraries Department
623-333-2400
play@avondale.org**



DISCLAIMER
Non-Discrimination Notice

The City of Avondale prohibits discrimination on the basis of race, ethnicity, national origin, sex, religion, age, sexual orientation, or disability in its services, programs and activities. Anyone who believes he or she has been discriminated against may file a complaint with the City of Avondale.

TEAM / PLAYERS

TEAM ROSTER

Roster is limited to a maximum of 20 players. Rosters are due at the manager's meeting. Player signatures are due prior to any player playing in the game. Rosters are frozen by the end of the 3rd game. Falsification of signatures will result in the team forfeiting the game. *Rosters are the property of the City of Avondale.*

Players may be added to team rosters prior to the start of a game to prevent forfeitures only. The added player must be approved for play by both team coaches

MANAGER/COACH MEETING

Registered softball teams must have a responsible representative attend the mandatory scheduled manager/coach meeting prior to the start of that season's league play. **Failure to attend mandatory meeting will result in forfeit of their 1st game.**

NUMBER OF PLAYERS

Teams must start and finish a game with a minimum of eight players. If at any time there are less than eight players, the game is a forfeit. (Players may be added at any time by calling time-out and informing the official. The players will be added to the bottom of the lineup). Up to 14 players allowed.

GAME INFORMATION

TIES

Ties will stand if game time runs out. Ties will count as 1/2 win and 1/2 loss. If there is a tie in league standings, the following criteria, in the order listed, will be used to establish the final standings of the teams that are tied:

1. Who beat whom.
2. The run differential in league games between the teams who are tied.
3. The total run differential for the season for the teams who are tied.

SCORE KEEPING

The home team will be the designated scorekeeper. Both teams are responsible for keeping score. It is the responsibility of the VISITING TEAM to check the score at each 1/2 inning. Each team must provide their own scorebooks or sheets. Umpire is official scorekeeper.

LENGTH OF GAME

A regulation game will consist of 7 innings. No new inning will start after 55 minutes. Umpires will be the official time keepers. A game becomes official after 4 innings; or 3 1/2 innings if the Home Team is ahead. If a game does not reach 4 innings (or 3 1/2 innings, as noted above) due to undesirable playing conditions it will be rescheduled, if time permits.

RUN RULE

Run rule is in effect after 3 innings. USSSA Rule 4 Section 8

OFFICIAL GAME TIME

The umpire's time will be the official time for determining forfeits. It is the responsibility of the team managers to confirm the official start and finish time for their games. Game time is forfeit time for league and post season tournament games unless stated otherwise in league rules. Three forfeits or no shows will be cause a team to be dropped from the league. Appeals may be made after three forfeits or no shows. The score of a forfeited game will be recorded as 7-0. There will be a five (5) minute grace period for 1st game only. Those five (5) minutes are part of the game time.

SPORTSMANSHIP

All individuals are expected to conduct themselves in a civil manner at all times while involved in a City of Avondale Sports Program.

RESPECT - acknowledge the effort of opponents, officials, and teammates.

COURAGE - have the heart to do the right thing.
CIVILITY - be gracious in victory as well as defeat.

RESPONSIBILITY - take charge of your acts and works.

FAIRNESS - observe the spirit of the rules.

DEFINITIONS

- The term "individual" includes: manager, coach, player and spectator.
- The term "official" includes: umpire, league director and City Staff.
- The manager and entire team are responsible for the conduct of its individuals.
- Misconduct will result in penalizing an individual or a team with respect to the City of Avondale leagues and tournaments.

Multiple violations of the Code of Conduct will result in escalation of penalties.

INFRACTIONS AND PENALTIES

CATEGORY I

Minimum Penalty: Warning.

Maximum Penalty: Ejection from current game plus suspension for next game & probation for current season
NO INDIVIDUAL SHALL:

- A. Be guilty of objectionable demonstration of dissent by throwing gloves, bats, balls or any other forceful action.
- B. Discuss with an official, in any manner, the decision reached by an official except the manager, coach or captain.
- C. Be guilty of an abusive verbal attack upon any official or individual on or off the playing field.
- D. Use profane, obscene or vulgar language, in any manner, at any time, on or off the playing field.
- E. Appear on the field of play, at any time, in an intoxicated condition or under the influence of any other type of drug which will infringe upon the individual's safety or the safety of others.
- F. Unnecessary rough tactics in the play of game.
- G. Be guilty of any demonstration of unsportsmanlike conduct.

CATEGORY II

Minimum Penalty: Forfeit of game.

Maximum Penalty: Suspension from league & probation for the next season of play.

NO INDIVIDUAL SHALL:

- A. Possess or drink Alcoholic beverages during league or tournament games.
- B. Be guilty of any demonstration of unsportsmanlike conduct.

CATEGORY III

Minimum Penalty: Suspension from league (team and/or individual) and probation for one year.

Maximum Penalty: Banned from all City of Avondale Sports Programs and Tournaments.

NO INDIVIDUAL SHALL:

- A. Lay a hand upon, shove, strike or threaten to strike an official or individual.
- B. Be guilty of a physical attack upon any official or individual.
- C. Be guilty of damaging, destroying or stealing City property.
- D. Be guilty of any demonstration of unsportsmanlike conduct.

INDIVIDUALS DETERMINE THEIR INFRACTIONS BY THEIR ACTIONS.

Any imposed penalty shall apply to all City of Avondale Leagues and Tournaments

RULES

The City reserves the right to change any rule or regulation whenever due cause warrants, i.e. USSSA pertinent rule changes, safety factors, changes in costs, facility does not meet standards, etc.

If a change is made, all team managers affected by the change will be notified by the League Director. The Sports Staff reserves the right to add any rule or regulation when the addition will benefit the program.

Rules not covered within this booklet will be found in the current USSSA rule book. It is the manager's or coach's responsibility to know and understand all USSSA, City and league rules. USSSA rule book can be downloaded at www.ussa.com.

CO-REC RULES

Must have 4 MEN and WOMEN must equal or outnumber the Men

Man and Woman—Pitcher/Catcher

Two (2) Men and two (2) Women outfield and infield

Batting Order - 2 men or women cannot bat back to back

Alternating Ball will be in affect.

EQUIPMENT

The City of Avondale reserves the right to withhold or withdraw approval of any equipment which significantly changes the character of the game, affects the safety of participants or spectators, or renders a player's performance more a product of his/her equipment than individual skill. Only bats that are USSSA approved may be used in league and tournament play. If illegal equipment is used the ball is dead, the illegal equipment is removed from the playing field, the player is ejected from the game and additional penalties may be assessed.

Altered Bats:

Altered bats are not permitted in City of Avondale programs The umpire will address any player suspected of having an altered bat. In order for the player to continue in the game they must discontinue the use of the bat or the player will be suspended from the game.

Umpires can pull a bat at anytime and have it removed from the field of play.

RULES

GENERAL RULES

The USSSA pitching arc will be (6' - 10' from the ground), along with a mat.

No fake pitching. Pitcher must pitch from the rubber. Must be stationary for pitch. No walking up and pitching

All batters will start with a 1-1 count.

Metal spikes or metal cleats are not permitted.

No Music will be allowed in the dugout or playing area.

Only players, coaches and one scorekeeper are allowed in the dugout due to safety reasons.

Only batter, 1st and 3rd base coaches and on deck batter are allowed on the field.

Courtesy runner will be allowed as one (1) per gender per inning. All other rules are applied per USSSA rules.

Balls batted out of play (home run or foul ball) must be retrieved by the hitting team. Ball must be retrieved before the team's next time at bat.

The City of Avondale will provide one new softball for each game. Each team will supply one (1) back up ball. The game ball will go to the home team at the end of the game.

Homerun limit

Three (3) over the fence homeruns per team. Homeruns after the limit are considered outs. When a homerun is hit, the batter only needs to touch first base. Equalizer rules will be in affect after each team has hit three (3) homeruns.

Home Team

Home team is listed second on the league schedule.

PARK REGULATIONS

It is the responsibility of all players, coaches, managers and spectators to follow all park regulations, facility restrictions and posted signage.

RULES

ALCOHOL BEVERAGE RESTRICTIONS

No alcoholic beverages may be present or consumed in any City facility or parking lot. Violators may be cited. Any team cited by park rangers or discovered by staff with alcohol will be suspended for the remainder of current season and up to a permanent ban from participation. Coaches and managers are responsible for inspecting the dugout before and during each game.

PROTESTS

Protests must be made at the time the play in question is committed, by notifying the umpire. Protests cannot be made on judgment calls. Every attempt to settle a protest will be done. If a protest is not settled, managers must submit a written protest to the Avondale Community/Recreation Coordinator at City Hall by 5:00 pm the following work day. The protest will be reviewed and manager will be notified within 48 hours. A \$75.00 non-refundable protest fee will be required at the time written protest is submitted.

ILLEGAL PLAYER PROTEST

Players not listed on the roster will be considered illegal and will cause the team on which they have participated to forfeit. The protest of the player in question needs to take place prior to that player's second time at bat. (see Player Eligibility)

The player in question must produce a photo identification. The League Director can request proof of age and photo identification. Systematic or blanket protests of players are not allowed.

No protest can be made after the game is declared officially completed.

SUSPENSIONS

It is the team manager's responsibility that all players follow the Code of Conduct. If a player acts in an unsportsmanlike behavior, he/she will jeopardize their ability to play in a City of Avondale League. Please refer to the Code of Conduct for infractions and actions.

Once the behavior has been reviewed and all parties involved have submitted a written statement, a decision will be made as to any penalties or suspensions based on the infraction. This decision will be communicated in the form of a letter and/or email and will be addressed to the coach of the given team and the individual.

An appeal may be made by submitting a letter to the Avondale Sports Staff within one (1) week of notification. Appeals will be presented to the Avondale Parks and Recreation Board as required.

EXHIBIT C
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SOUTHWEST UMPIRES, LLC

[Fee Proposal]

See following page.

PROFESSIONAL UMPIRE SERVICES

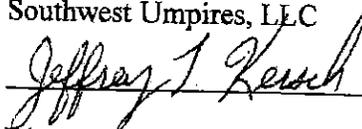
FEE PROPOSAL

Item	Description	Per Game Cost	Notes
1.	Regular Season: One umpire/game	\$23.00	
2.	Regular Season: Two umpires/game	\$46.00	
3.	Tournament Play: One umpire/game	\$23.00	
4.	Tournament Play: Two umpires/game	\$46.00	
5.	Other		

Company Name:

Southwest Umpires, LLC

Authorized Signature:

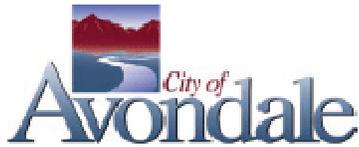


Title:

Director

Date:

August 2, 2012



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - San Diego
Police Equipment Company, Inc. for Ammunition

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff requests that the City Council approve a Cooperative Purchasing Agreement with San Diego Police Equipment Company, Inc. for one year with a one year renewal option, in the amount of \$50,000 for the 1st year and an aggregate amount of \$100,000 and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, the State of Arizona ("State"), entered into Contract No. SCC090003-1-A4 dated March 16, 2009, as amended (collectively, the "State Contract"), for the Vendor to provide ammunition. On November 21, 2011, Council approved a sole source contract with San Diego Police Equipment Company to purchase police ammunition. Federal ammunition has developed ammunition specifically for law enforcement use. San Diego Police Equipment Company is the only authorized vendor for this product in the region.

DISCUSSION:

This Cooperative Purchasing Agreement is requested for one year with a one year renewal option. It will allow the Police Department to purchase \$50,000 annually and a total not to exceed the amount of \$100,000 for the purchase of Federal brand ammunition over a two year period.

BUDGETARY IMPACT:

Sufficient funds for the purchase of ammunition are included in the Police Department's annual operating budget.

RECOMMENDATION:

Staff recommends that the City Council approve a Cooperative Purchasing Agreement with San Diego Police Equipment Company, Inc. for one year with a one year renewal option, in the amount of \$50,000 for the 1st year and an aggregate amount of \$100,000 for the purchase of ammunition and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Cooperative Purchasing Agreement](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SAN DIEGO POLICE EQUIPMENT COMPANY, INC.**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and San Diego Police Equipment Company, Inc., a California corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the State of Arizona ("State"), entered into Contract No. SCC090003-1-A4 dated March 16, 2009, as amended (collectively, the "State Contract"), for the Vendor to provide ammunition. A copy of the State Contract is attached hereto as Exhibit A and incorporated herein by reference.

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

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

AGREEMENT

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

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until March 15, 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 one successive one-year term (the "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 Vendor requests, in writing, to extend the Agreement for an additional one-year term and (iv) the City approves the additional one-year term in writing (including any price adjustments approved as part of the State Contract), as evidenced by the

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

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

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

3. Compensation. The City shall pay the Contractor for the Initial Term and for each the Renewal Term, if any, an annual aggregate amount not to exceed \$50,000.00 for Materials at the unit rates as set forth in the State Contract. The maximum aggregate amount for this Agreement shall not exceed \$100,000.00.

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

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

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

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

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

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

with the terms and conditions set forth in this Agreement or under the State Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the State Contract shall not alter or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

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

[State Contract]

See following pages.

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



Master Blanket Purchase Order SCC090003-1-A4

Header Information

Purchase Order Number:	SCC090003-1-A4	Release Number:	0	Short Description:	Ammunition
Status:	3PS - Sent	Purchaser:	Deborah Paddock	Receipt Method:	Quantity
Fiscal Year:	2010	PO Type:	Blanket	Minor Status:	
Organization:	Arizona Department of Public Safety				
Department:	FIN - Finance	Location:	FIN - Finance	Type Code:	
Alternate ID:		Entered Date:	03/16/2009 04:04:39 PM	Control Code:	
Days ARO:	0	Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different				
Catalog ID:		Release Type:	Direct Release	Pcard Enabled:	Yes
Contact Instructions:		Tax Rate:		Actual Cost:	\$968,353.84
Master Blanket/Contract End Date (Maximum):					
Project No.:					
Special Purchase Types:					
PIJ NUMBER:					
Attachments:	AZ State Letter 2-09.pdf , BC223NT5.pdf , GM223M.pdf , P9HST3.pdf , SCC090003-1-A1_CON.pdf , SCC090003-1-A3_CON.pdf , SCC090003-1-A4_CON.pdf , SCC090003-A1_SOL.pdf , SCC090003 Scope of Work.doc , SCC090003, Ammunition Executive Summary, Evaluation Report.rtf , San Diego Police Eq Extension Amendment.pdf , Amendment 2 SCC090003.pdf , Promotional Pricing through 1-11-12.pdf , Amendment 3.pdf , Amendment 4 SCC090003 San Diego Police.pdf				

Primary Vendor Information & PO Terms

Vendor:	9000008907 - SAN DIEGO POLICE EQPT INC Ryan King 8205-A Ronson Road San Diego, CA 92111 US Email: sales@sandiegopoliceequipment.com Phone: (858)974-8500 FAX: (858)974-8530	Payment Terms:	Net 30	Shipping Method:	
		Shipping Terms:		Freight Terms:	

PO Acknowledgements:	Document	Notifications	Acknowledged Date/Time
	Change Order 1	Emailed to sdpec1@aol.com at 01/12/2010 02:17:50 PM	
	Change Order 2	Emailed to sales@sandiegopoliceequipment.com at 02/22/2010 09:26:12 AM	12/28/2010 04:11:04 PM
	Change Order 3	Emailed to sales@sandiegopoliceequipment.com at 02/16/2011 09:18:36 AM	
	Change Order 4	Emailed to sales@sandiegopoliceequipment.com at 03/15/2011 09:00:11 AM	
	Change Order 5	Emailed to sales@sandiegopoliceequipment.com at 01/09/2012 10:26:26 AM	
	Change Order 6	Emailed to sales@sandiegopoliceequipment.com at 03/12/2012 07:42:18 AM	03/13/2012 06:21:10 PM

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
9000008907	13307138030	SAN DIEGO POLICE EQPT INC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 03/16/2009 **Master Blanket/Contract End Date:** 03/15/2013
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	\$183,755.38	\$0.00
ADPS - Arizona Department of Public Safety	FIN - Finance	\$0.00	\$0.00	\$0.00

Item Information

1-5 of 66
[1](#) [2](#) [3](#) [4](#) [5](#) [6](#) [7](#) [8](#) [9](#) [10](#)

Print Sequence # 1.0, Item # 1: 9mm 100 gr. RHT/Frang Speer Model: Lawman RHT Part #: 53365 3PS - Sent

NIGP Code: 680-04
 Ammunition

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$314.89	Thousand	0.00	\$0.00		\$0.00	\$314.89

Manufacturer: Brand: Model:
 Make: Packaging:

Print Sequence # 2.0, Item # 2: 9mm, 100gr. Frangible Federal BC9NT3 3PS - Sent

NIGP Code: 680-04
 Ammunition

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
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Quantity 1.0 \$324.19 Thousand 0.00 \$0.00 \$0.00 \$324.19

Manufacturer: Brand: Model:
 Make: Packaging:

Print Sequence # 3.0, Item # 3: 9mm, 124gr.HPFederal Model: HST Part #: P9HST3 3PS - Sent

NIGP Code: 680-04
 Ammunition

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	1.0	\$258.21	Thousand	0.00	\$0.00		\$0.00	\$258.21

Manufacturer: Brand: Model:
 Make: Packaging:

Print Sequence # 4.0, Item # 4: 9mm, 124 gr. TMJ Speer/Blazer 3579 3PS - Sent

NIGP Code: 680-04
 Ammunition

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	7.0	\$164.67	Thousand	0.00	\$0.00		\$0.00	\$1,152.69

Manufacturer: Brand: Model:
 Make: Packaging:

Print Sequence # 5.0, Item # 5: 9mm, 124 gr. TMJ Speer/Lawman 53651 3PS - Sent

NIGP Code: 680-04
 Ammunition

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	7.0	\$168.69	Thousand	0.00	\$0.00		\$0.00	\$1,180.83

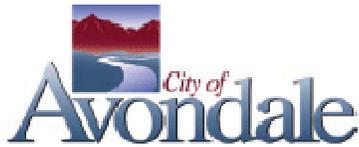
Manufacturer: Brand: Model:
 Make: Packaging:

Exit

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
SAN DIEGO POLICE EQUIPMENT COMPANY, INC.

[Materials Order(s)]

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



CITY COUNCIL REPORT

SUBJECT:

Professional Service Agreement – Kimley-Horn and Associates, Inc. – CADD Services

MEETING DATE:

September 10, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Acting City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a Professional Service Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

City staff provides in-house engineering design services. An intricate part of design services is computer-aided design and drafting (CADD) services, 2-D and/or 3-D modeling or similar.

DISCUSSION:

In order for staff to conduct in-house engineering design services, computer-aided design and drafting (CADD) services are needed. CADD services, 2-D and/or 3-D modeling, assists with construction document preparation for roadway, water, sewer, and drainage facilities.

This contract will assist staff with preparing and maintaining plan sheets for capital improvement projects utilizing reference base files in AutoCAD and/or Microstation CADD formats. In addition, construction documents will be prepared for existing roadway, water, sewer, and drainage facilities. This Agreement will enable these services to be performed in an effective and timely manner. Kimley-Horn and Associates, Inc. (Kimley-Horn) has successfully completed similar work for the City in the past. Staff has found Kimley-Horn to be competent and qualified.

BUDGETARY IMPACT:

Funding for this contract is available in the respective CIP and/or operating budget line items.

RECOMMENDATION:

Staff recommends that the City Council approve a Professional Service Agreement with Kimley-Horn and Associates, Inc. to provide CADD services in the amount of \$100,000 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

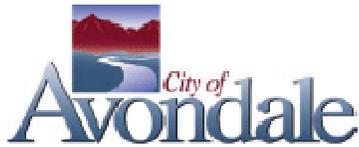
Click to download

[PSA - Kimley Horn and Associates, Inc.](#)

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/30214>



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Stanley
Consultants Inc.– Central Avenue Improvements

MEETING DATE:

September 10, 2012

TO: Mayor and Council

FROM: Charles Andrews, P.E., Acting City Engineer, 623-333-4216

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve a professional services agreement with Stanley Consultants Inc. (Stanley) to provide traffic engineering design services for the Central Avenue Improvement project in the amount of \$61,949 and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The current Capital Improvement Program includes a project for roadway improvements on Central Avenue from Van Buren Street to Western Avenue. This project proposes to narrow the existing street from five (5) lanes to three (3) lanes within the project limits. Based on the various needs of those impacted including residents, school districts, business owners and church leaders, staff felt it was important to get input and feedback. A project introductory meeting was held. An important action item from this meeting was the necessity to investigate the feasibility and impact upon the traveling public, prior to implementing any changes.

Therefore, upon completion of the draft study staff will again reach out to the various stakeholders and work toward a solution that best fits the needs of most users. The goal of the project is to create a corridor that is walkable, bikable and drivable while incorporating a distinct theme including landscape and hardscape.

DISCUSSION:**SCOPE OF WORK:**

The scope of work for this phase will include:

- Traffic Impact Study
- Lighting evaluation
- Roadway section selection
- Maintenance of Traffic Plan

SELECTION PROCESS:

In accordance with the City's Procurement Policy, staff requested proposals from three (3) firms listed on the Professional Consultants Selection List. A committee was formed and the proposals were evaluated. Upon review, it was determined that Stanley was the best qualified firm to provide engineering design consulting services for this project. Staff contacted references and found that Stanley is considered to be a competent, knowledgeable, and highly recommended consultant based on similar projects. Staff requested, received, and negotiated a proposal from Stanley for engineering services for the delivery of a traffic impact study and lighting evaluation.

SCHEDULE:

A tentative schedule is as follows:

Traffic Study:

Alternate Concepts - November 2012

Draft Traffic Study- January 2013

Final Traffic Study- February 2013

BUDGETARY IMPACT:

Appropriations in the amount of \$61,949 will be transferred from 304-1294-00-8420 to the Central Avenue Line Item 304-1178-00-8420.

RECOMMENDATION:

Staff recommends that the City Council approve a professional services agreement with Stanley Consultants Inc. to provide traffic engineering design services for the Central Avenue Improvement project in the amount of \$61,949, approve the transfer of project appropriations and authorize the Mayor, or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Vicinity Map](#)

[PSA - Stanley Consultants, LLC](#)



Van Buren St

AVONDALE J.H.S.

LATTIE COOR
ELEM.
LA CANADA

ELISEO G.
FELIX JR.
ELEM.

AGUA FRIA H.S.

Avondale/Goodyear City Limit

Fred Campbell
Park

ESTRELA
HIGH SCHOOL

Project Area

CARE 1ST
RESOURCE CENTER

Doc Rhodes
Park

Western Ave

SAM GARCIA
BOYS &
GIRLS CLUB

LIBRARY

DeConcini Park
STATION 171

MICHAEL-ANDERSON
ELEMENTARY
26 SIBRO AVE

Litchfield Rd

Central Ave

Main St

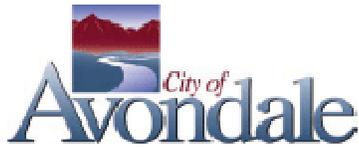
Dysart Rd

Dessie Lorenz Park

DUE TO ITS SIZE, THIS DOCUMENT
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<http://www.avondale.org/DocumentCenter/View/30213>



CITY COUNCIL REPORT

SUBJECT:

Professional Services Agreement - Trucks West of Phoenix, Inc.

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

City Council will consider a request to approve a Professional Services Agreement with Trucks West of Phoenix, Inc. to purchase Autocar refuse truck parts, service and accessories for a maximum aggregate amount not to exceed \$60,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City operates a refuse fleet of 13 Autocar trucks. Trucks West of Phoenix, Inc. is the sole source vendor for Autocar refuse trucks, OEM (original equipment manufacturer) parts and service in the state of Arizona. As required, the notice of intent to award a sole source contract was advertised in the West Valley View on August 14th & 21st and in the AZ Business Gazette on August 16th.

DISCUSSION:

In order to properly maintain the City refuse vehicles, fleet services must purchase parts, supplies and services from qualified vendors. Trucks West of Phoenix, Inc. is a current registered vendor with the City and has satisfactorily supplied the City with parts and service in the past.

BUDGETARY IMPACT:

Staff estimates \$12,000 in expenditures for necessary parts and services per fiscal year, for a cumulative total over the contract period not to exceed \$60,000, subject to budget approval.

Funding is available in the approved City budget.

RECOMMENDATION:

City Staff recommends City Council approve a Professional Services Agreement with Trucks West of Phoenix, Inc. to purchase Autocar refuse truck parts, service and accessories for a maximum aggregate amount not to exceed \$60,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[PSA](#)

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRUCKS WEST OF PHOENIX, INC.**

THIS PROFESSIONAL SERVICES AGREEMENT (this "Agreement") is entered into as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Trucks West of Phoenix, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. The City currently operates solid waste removal vehicles constructed on chassis manufactured by Autocar (the "Vehicles").

B. Vendor is in the business of selling replacement Autocar parts (the "Replacement Parts") and providing servicing and maintenance for such Vehicles (the "Services").

C. The City desires to purchase Replacement Parts and Services from Vendor for the servicing and maintenance of the Vehicles.

D. Pursuant to Avondale City Code, Section 25-23, the City has determined that the Vendor is the sole retailer of replacement parts, service and warranty for Autocar refuse trucks in the State of Arizona and, thus, Vendor possesses specialized knowledge and skills that are essential to providing the Replacement Parts and Services and qualify Vendor as the sole source for the Replacement Parts and Services.

E. The City and Vendor desire to enter into this Agreement for the purpose of (i) establishing the terms and conditions by which the Vendor may provide the City with Replacement Parts and Services, as more particularly set forth in Section 2 below on an "as required" basis, and (ii) setting the maximum aggregate amount to be extended pursuant to this Agreement related to the Replacement Parts 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 Vendor hereby agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until September 10, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement. After the expiration of the Initial Term, this Agreement may be renewed for up to four successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, the Vendor

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

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

2.1 Inspection; Acceptance. Replacement Parts are subject to final inspection and acceptance by the City. Replacement Parts failing to conform to the requirements of this Agreement will be held at the Vendor's risk and may be returned to the Vendor. If the Replacement Parts fail to conform to this Agreement and the City returns the Replacement Parts, all return costs are the responsibility of the Vendor. Upon discovery of non-conforming Replacement Parts, the City may elect to do both or either of the following by written notice to the Vendor: (A) waive the non-conformance or (B) return the Replacement Parts to the Vendor as set forth herein.

2.2 Cancellation. The City reserves the right to cancel any Work Order(s) within a reasonable period of time after issuance. Should a Work Order be canceled, the City agrees to reimburse the Vendor but only for actual and documentable costs incurred by the Vendor due to and after issuance of the Work Order. The City will not reimburse the Vendor for any costs incurred after receipt of the 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 Vendor for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$12,000.00 for the

Replacement Parts and Services. The maximum aggregate amount for this Agreement shall not exceed \$60,000.00.

4. Payments. The City shall pay the Vendor monthly, based upon Services performed and completed to date and upon acceptance and delivery of Replacement Parts, and upon submission and approval of invoices. All invoices shall document and itemize all Services completed and Replacement Parts delivered and accepted to date. The invoice statement shall include a record of materials delivered, time expended and work performed in sufficient detail to justify payment.

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

6. Freight. If applicable, unless otherwise agreed to in writing, signed by the City Manager or authorized designee, all delivery terms are FOB Destination and are to be prepaid. All other freight charges are to be prepaid and charged on the invoice. Vendor shall retain title and control of the Replacement Parts until they are delivered and the City has accepted delivery. All risk of transportation and all related charges shall be the responsibility of the Vendor. All claims for visible or concealed damage shall be filed by the Vendor. The City will notify the Vendor promptly of any damages to the Replacement Parts and shall assist the Vendor in arranging for inspection. The City reserves the right to cancel and reject the Replacement Parts upon default by Vendor in time, rate, or manner of delivery. Vendor must be notified of any damage within 30 days of delivery.

7. Packing. No extra charges shall be made for packaging or packing material unless authority is expressly incorporated in this Agreement. Vendor shall be responsible for safe packing which must conform to the requirement of carrier's tariffs. All shipments must carry the correct quantity, product identification, purchase order number, receiving address and product department plainly marked on all packages.

8. Performance Warranty. All Replacement Parts supplied under this Agreement shall be fully guaranteed by the Vendor for a minimum period of one year from the date of acceptance by the City. Any defects in design, workmanship or materials that would result in non-compliance with the terms of this Agreement shall be fully corrected by the Vendor (including parts and labor) without cost to the City. Vendor further agrees to execute any special guarantees as provided by the Agreement or by law. Vendor shall require similar guarantees from all of its consultants or its subcontractors. Vendor shall include a complete and exclusive statement of the product warranty. Vendor warrants that the Services rendered will conform to the requirements of this Agreement and to the highest professional standards in the field.

9. Price Warranty. Vendor shall give the City the benefit of any price reductions before actual time of shipment. However, if the City authorizes shipment prior to the specified shipment date, the City shall have the advantage of any price reduction prior to the specified shipment date.

10. Vendor Personnel. Vendor shall provide adequate, experienced personnel, capable of and devoted to the successful completion of the Services to be performed under this

Agreement. Vendor agrees to assign specific individuals to key positions. Vendor agrees that, upon commencement of the Services to be performed under this Agreement, key personnel shall not be removed or replaced without prior written notice to the City. If key personnel are not available to perform the Services for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the Services than initially anticipated, Vendor shall immediately notify the City of same and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.

11. No Replacement of Defective Tender. Tender of the Replacement Parts shall fully comply with all provisions of the Agreement. If a tender is made which does not fully conform, this may constitute a breach of the Agreement.

12. Waiver. Waiver by the City of a condition in any shipment shall not be considered a waiver of (i) any other terms of this Agreement or (ii) that condition for subsequent shipments.

13. Shipment Under Reservation Prohibited. Vendor is not authorized to ship Replacement Parts under reservation and no tender of a bill of lading will operate as a tender of the Replacement Parts.

14. Right to Assurance. Whenever one party to this Agreement in good faith has reason to question the other party's intent to perform it may demand that the other party give a written assurance of its intent to perform. In the event that a demand is made and no written assurance is given within five days, the demanding party may treat this failure as an anticipatory repudiation of the Agreement.

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

16. Indemnification. To the fullest extent permitted by law, Vendor shall indemnify, defend and hold the City harmless for, from and against any loss, damage or expense whatsoever resulting from any and all claims and demands on account of infringement, or alleged infringement, of any patent, copyright, trademark, trade name, or any other intellectual property right in conjunction with the manufacture or use of any product included in this Agreement and, upon written request, Vendor shall defend at its own cost and expense any legal action or suit against the City involving any such alleged infringement, and shall pay and satisfy any and all judgments or decrees rendered in any such legal actions or suits. To the fullest extent permitted by law, Vendor shall indemnify 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 all claims for damages to persons or property resulting from defects in materials or workmanship. To the fullest extent permitted by law, the Vendor shall indemnify, defend and hold harmless the City and each council member, officer, employee or agent thereof (the City and any such person being herein called an "Indemnified Party"), for, from and against any and all losses, claims, damages, liabilities, costs and expenses (including, but not limited to,

reasonable attorneys' fees, court costs and the costs of appellate proceedings) to which any such Indemnified Party may become subject, under any theory of liability whatsoever ("Claims"), insofar as such Claims (or actions in respect thereof) relate to, arise out of, or are caused by or based upon the negligent acts, intentional misconduct, errors, mistakes or omissions, in connection with the delivery of goods, the work or services of the Vendor, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. The amount and type of insurance coverage requirements set forth below will in no way be construed as limiting the scope of the indemnity in this Section.

17. Insurance.

17.1 General.

A. Insurer Qualifications. Without limiting any obligations or liabilities of Vendor, Vendor shall purchase and maintain, at its own expense, hereinafter stipulated minimum insurance with insurance companies authorized to do business in the State of Arizona pursuant to ARIZ. REV. STAT. § 20-206, as amended, with an AM Best, Inc. rating of A- or above with policies and forms satisfactory to the City. Failure to maintain insurance as specified herein may result in termination of this Agreement at the City's option.

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

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

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

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

F. Waiver. All policies, except for Professional Liability, including Workers' Compensation insurance, shall contain a waiver of rights of recovery (subrogation)

against the City, its agents, representatives, officials, officers and employees for any claims arising out of the work or services of Vendor. Vendor shall arrange to have such subrogation waivers incorporated into each policy via formal written endorsement thereto.

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

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

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

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

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

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

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

(2) Vendor’s insurance shall be primary insurance as respects performance of the Agreement.

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

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

17.2 Required Insurance Coverage.

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

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

Excess insurance is utilized to fulfill the requirements of this subsection, such Excess insurance shall be “follow form” equal or broader in coverage scope than underlying insurance.

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

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

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

18. Termination; Cancellation.

18.1 For City’s Convenience. This Agreement is for the convenience of the City and, as such, may be terminated without cause after receipt by Vendor of written notice by the City. Upon termination for convenience, Vendor shall be paid for all undisputed Services performed and Replacement Parts delivered to the termination date.

18.2 For Cause. If (A) either party fails to perform any obligation pursuant to this Agreement and (B) such party fails to cure its nonperformance within 30 days after notice of nonperformance is given by the non-defaulting party, such party will be in default. In the event of such default, the non-defaulting party may terminate this Agreement immediately for cause and will have all remedies that are available to it at law or in equity including, without limitation, the remedy of specific performance. If the nature of the defaulting party’s nonperformance is such that it cannot reasonably be cured within 30 days, then the defaulting party will have such additional periods of time as may be reasonably necessary under the circumstances, provided the defaulting party immediately (A) provides written notice to the non-defaulting party and (B) commences to cure its nonperformance and thereafter diligently continues to completion the cure of its nonperformance. In no event shall any such cure period exceed 90 days. In the event of such termination for cause, payment shall be made by the City to the Vendor for the undisputed portion of its fee due as of the termination date.

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

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

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

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

19. Miscellaneous.

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

19.2 Applicable Law; Venue. 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.

19.3 Laws and Regulations. Vendor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it and any person for whom the Vendor is responsible abides by, and remains in compliance with, all rules, regulations, ordinances, statutes or laws affecting the Services, including, but not limited to, the following: (A) existing and future City and County ordinances and regulations, (B) existing and future State and Federal laws and (C) existing and future Occupational Safety and Health Administration standards.

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

19.5 Provisions Required by Law. Each and every provision of law and any clause required by law to be in the Agreement will be read and enforced as though it were included herein and, if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the Agreement will promptly be physically amended to make such insertion or correction.

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

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

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

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

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

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

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

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

19.14 Offset.

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

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

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

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

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

If to Vendor: Trucks West of Phoenix, Inc.
2239 North Black Canyon Highway
Phoenix, Arizona 85009-1723
Attn: Mark W. Riley

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage, or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all required charges and instructing the delivery service to deliver on the following business day. 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.

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

19.17 Records and Audit Rights. To ensure that the Vendor and its subcontractors are complying with the warranty under subsection 19.18 below, Vendor'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 Vendor and its subcontractors' employees who perform any work or services pursuant to this Agreement (all of the foregoing hereinafter referred to as "Records"), shall be open to inspection and subject to audit and/or reproduction during normal working hours by the City, to the extent necessary to adequately permit (A) evaluation and verification of any invoices, payments or claims based on Vendor's and its subcontractors' actual costs (including direct and indirect costs and overhead allocations) incurred, or units expended directly in the performance of work under this Agreement and (B) evaluation of the Vendor's and its subcontractors' compliance with the Arizona employer sanctions laws referenced in subsection 19.18 below. To the extent necessary

for the City to audit Records as set forth in this subsection, Vendor 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 Vendor pursuant to this Agreement. Vendor and its subcontractors shall provide the City with adequate and appropriate workspace so that the City can conduct audits in compliance with the provisions of this subsection. The City shall give Vendor or its subcontractors reasonable advance notice of intended audits. Vendor shall require its subcontractors to comply with the provisions of this subsection by insertion of the requirements hereof in any subcontract pursuant to this Agreement.

19.18 E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Vendor and its subcontractors warrant compliance with all federal immigration laws and regulations that relate to their employees and their compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Vendor'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.

19.19 Scrutinized Business Operations. Pursuant to ARIZ. REV. STAT. §§ 35-391.06 and 35-393.06, the Vendor certifies that it does not have scrutinized business operations in Sudan or Iran. For the purpose of this subsection the term "scrutinized business operations" shall have the meanings set forth in ARIZ. REV. STAT. §§ 35-391 or 35-393, as applicable. If the City determines that the Vendor submitted a false certification, the City may impose remedies as provided by law including terminating this Agreement pursuant to subsection 18.2 above.

19.20 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, Work Orders and any invoices, the documents shall govern in the order listed herein.

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

[SIGNATURES ON FOLLOWING 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

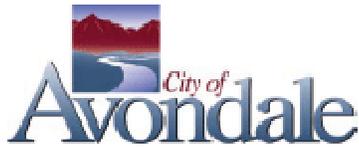
(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
TRUCKS WEST OF PHOENIX, INC.

[Work Order(s)]

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



CITY COUNCIL REPORT

SUBJECT:

Contract Award - Ludvik Electric Co. for Rancho Santa Fe VFD Installation

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that City Council award a contract to Ludvik Electric Co. for the purpose of installing (4) new Variable Frequency Drive units at the Rancho Santa Fe Booster Station, for a price not to exceed \$202,644.20, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

A variable frequency drive (VFD) is an electronic controller that adjusts the speed of an electric motor by regulating the power demands of the drive in order to operate efficiently. VFDs provide continuous control, matching motor speed to the specific demands of the water production booster sites. VFDs are used with the City's booster pumps because they allow operators to fine-tune processes and to maintain system pressures while reducing costs for energy and equipment maintenance. These VFDs are in use daily controlling the various pumps under normal operation conditions, and over years of continual service, these drives do have failures because of age or newer technology makes them obsolete. There are currently four motor controllers at the Rancho Santa Fe Booster Station that are in need of replacement.

DISCUSSION:

The Rancho Santa Fe Booster station is the heart of the city's water production and water distribution system. It allows staff to produce water which meets or exceeds water quality standards, while meeting the daily fluctuation of the system pressure demands. Without this site running efficiently and consistently, an increased and noticeable strain is placed on the other wells and treatment sites. Through discussions, evaluation, and designs performed in conjunction with Brown & Caldwell Engineering, the water production staff has identified the four VFDs at Rancho Santa Fe as critical components needed to be replaced to ensure the integrity of the entire city's potable water system. Due to the estimated costs of such a project, it was determined by the water production staff that a competitive bid process would be required to award this scope of work.

BID PROCESS:

The bid announcement PW12-061 for the Rancho Santa Fe Booster Station Variable Frequency Drive Project was advertised in the West Valley View, on June 29, 2012 and July 3, 2012. The Arizona Business Gazette on June 28, 2012. The bid opening was held on July 19, 2012. The following bidders met all of the IFB submittal requirements.

Vendor	Total Cost
Ludvik Electric Co.	\$184,222.00
Felix Construction	\$207,715.88

The Water Resources Department has contacted references in regards to the installation and construction services provided by Ludvik Electronic Co. All were pleased with the quality of work and made high recommendations for the City of Avondale to pursue the services of Ludvik Electric Co. in this VFD replacement project. The department has also used the services of Ludvik Electric Co. on other projects which lend even more confidence in their skills and abilities to provide this scope of work.

BUDGETARY IMPACT:

In addition to the Total Cost of the Ludvik Electric Co. quote, the department is adding a 10% contingency dollar amount to the project. Given the age and condition of the site, we are anticipating installation and construction unknowns that could not be quantified as items in the bid tab that could potentially impact the overall cost of the project. The funding for the work associated under this contract is available in the CIPBudget: 514-1283-00-8520.

RECOMMENDATION:

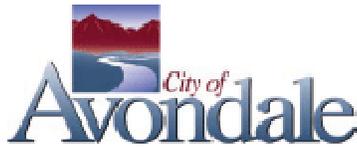
Staff is recommending that City Council award a contract to Ludvik Electric Co. for the purpose of installing (4) new Variable Frequency Drive units at the Rancho Santa Fe Booster Station, for a price not to exceed \$202,644.20, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Final Bid Tab](#)

Item No.	Description of Materials and/or Services	Qty	Unit	Felix Construction		Ludvik Electric	
				Unit Price	Total Price	Unit Price	Total Price
1	Variable Speed Drives 125 Horsepower, 460Vac	2	EA	\$ 26,500.00	\$ 53,000.00	\$ 20,206.00	\$ 40,412.00
2	Variable Speed Drives 150 Horsepower, 460Vac	2	EA	\$ 28,500.00	\$ 57,000.00	\$ 22,642.00	\$ 45,284.00
3	Demolition of 4 Existing Motor Controllers	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 2,708.00	\$ 2,708.00
4	Delivery, Unloading, Installation of 4 VFDs and 2 Temporary Motor Controllers	1	LS	\$ 22,886.88	\$ 22,886.88	\$ 24,738.00	\$ 24,738.00
5	Wiring to Existing Pump-Motor, Control Station, and Protection Devices	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 18,186.00	\$ 18,186.00
6	Wiring to Existing SCADA Panel	1	LS	\$ 3,500.00	\$ 3,500.00	\$ 1,112.00	\$ 1,112.00
7	Other Labor, Material, and Tools	1	LS	\$ 1,500.00	\$ 1,500.00	\$ 5,750.00	\$ 5,750.00
8	Cost of On-Site Temporary Work Facilities	1	LS	\$ 500.00	\$ 500.00	\$ 9,328.00	\$ 9,328.00
9	Submittals and Spare Parts (Per Section 11069)	1	LS	\$ 7,500.00	\$ 7,500.00	\$ 2,460.00	\$ 2,460.00
10	Installation Coordination (2 Days)	2	LS	\$ 7,500.00	\$ 15,000.00	\$ 3,069.00	\$ 6,138.00
11	Testing and Field Service (2 Days)	2	LS	\$ 7,200.00	\$ 14,400.00	\$ 7,120.00	\$ 14,240.00
12	Training (2 Sessions, 2 Hours Each)	2	LS	\$ 5,500.00	\$ 11,000.00	\$ 1,719.00	\$ 3,438.00
SUBTOTAL					\$ 193,286.88		\$173,794.00
Taxes As Applicable					\$ 14,429.00		\$ 10,428.00
TOTAL					\$ 207,715.88		\$184,222.00
TOTAL SUBMITTED BY BIDDER					\$ 207,715.88		\$184,222.00
Is the Contract Signed & Complete?					Yes		Yes
Bid Bond Attached?					Yes		Yes
Licenses Attached?					Yes		Yes
References Attached & Complete?					Yes		Yes
Addendum 1 Acknowledged?					Yes		Yes



CITY COUNCIL REPORT

SUBJECT:

Construction Contract Award - Standard
Construction Company - South Avondale/PIR
Water and Sewer Lines

MEETING DATE:

September 10, 2012

TO: Mayor and Council

FROM: Wayne Janis P.E., Water Resources Director (623) 333-4444

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council award a construction contract to Standard Construction Company for construction of the South Avondale/PIR Sewer Line and South Avondale PIR Waterline in the amount of \$3,925,225.27 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

On July 2, 2012, City Council approved the First Amendment to Development Agreement with Phoenix International Raceway (PIR). This agreement provided new dates for completion for the water and sewer facilities for PIR due to the requested relocation of the lift station. The water and force main line designs were extended to serve the new lift station site. The City also made other changes to the water facilities to enhance the service to PIR and the former Rigby water service areas.

DISCUSSION:

The scope of this project will include construction of approximately 22,500 feet of 16" & 8" water line, 8,700 feet of 14" HDPE force main, pressure reducing stations, and connections to existing former Rigby service areas. See attached vicinity map. Invitation-for-Bid notices were published in the West Valley View on July 31, 2012 and August 3, 2012 and in the Arizona Business Gazette on August 2, 2012. A mandatory pre-bid meeting was held on August 13, 2012. Eight (8) bids were received and opened on August 22, 2012. Each bid package was reviewed. One bid was disqualified. The bids ranged from approximately \$3,925,000 to \$4,500,000. Firms submitting the lowest four bids and the amount of their bids are as follows:

Standard Construction Company	\$3,925,225.27
Achen Gardner	\$3,999,999.00
Pierson	\$4,092,704.22
Markham	\$4,146,034.37

The attached Bid Tabulation Sheet has the detailed bid item breakdown of each submitted bid. Standard Construction Company with a bid of \$3,925,225.27 was determined to have submitted the lowest responsive bid. Staff contacted references provided and Standard Construction Company did receive positive recommendations. Standard Construction Company has completed similar work. Staff contacted the Registrar of Contractors and found no claims on file against this contractor. Staff

determined that Standard Construction Company is competent and qualified for this project. A tentative construction schedule is as follows:

City Council Approval	9/10/12
Notice of Award	9/11/12
Notice to Proceed	9/28/12
Completion	5/31/13

BUDGETARY IMPACT:

\$2,670,757 is available in WA 514-1139-00-8520 and 514-1140-00-8520, and \$1,254,468 is available in SW 1295-00-8520.

RECOMMENDATION:

Staff recommends that the City Council award a construction contract to Standard Construction Company for construction of the South Avondale/PIR Sewer Line and South Avondale PIR Waterline in the amount of \$3,925,225.27 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Bid Tabulation](#)

[Vicinity Map](#)

**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
105.30100	As-built documentation	1	LS	\$4,000.00	\$4,000.00	\$5,200.00	\$5,200.00	\$500.00	\$500.00	\$1,200.00	\$1,200.00	\$2,500.00	\$2,500.00	\$1,290.00	\$1,290.00	\$3,647.07	\$3,647.07
105.80100	Construction Staking, Survey and Layout	1	LS	\$13,000.00	\$13,000.00	\$18,000.00	\$18,000.00	\$19,100.00	\$19,100.00	\$20,000.00	\$20,000.00	\$9,500.00	\$9,500.00	\$12,500.00	\$12,500.00	\$18,946.72	\$18,946.72
107.02000	AZPDES (NPDES) SWPPP	1	LS	\$6,500.00	\$6,500.00	\$25,000.00	\$25,000.00	\$11,800.00	\$11,800.00	\$25,000.00	\$25,000.00	\$6,000.00	\$6,000.00	\$12,920.00	\$12,920.00	\$32,790.99	\$32,790.99
107.15000	Community Relations	1	Allowance	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00	\$25,000.00
109.09010	Mob/Demob	1	LS	\$47,000.00	\$47,000.00	\$15,000.00	\$15,000.00	\$75,000.00	\$75,000.00	\$70,000.00	\$70,000.00	\$300,000.00	\$300,000.00	\$19,400.00	\$19,400.00	\$18,173.16	\$18,173.16
109.04000	Miscellaneous reimbursables	1	Allowance	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00	\$200,000.00
250.10000	PRV Station Grading, PRV No. 5	1	LS	\$4,700.00	\$4,700.00	\$5,000.00	\$5,000.00	\$3,990.00	\$3,990.00	\$5,500.00	\$5,500.00	\$8,500.00	\$8,500.00	\$13,200.00	\$13,200.00	\$10,335.61	\$10,335.61
310.03012	Aggregate Base Course, (12" thick)	5265	SY	\$13.00	\$68,445.00	\$9.00	\$47,385.00	\$17.25	\$90,821.25	\$4.50	\$23,692.50	\$12.00	\$63,180.00	\$14.00	\$73,710.00	\$9.38	\$49,385.70
317.01000	Mill 2" asphalt pavement	9746	SY	\$5.00	\$48,730.00	\$5.00	\$48,730.00	\$5.00	\$48,730.00	\$2.00	\$19,492.00	\$4.00	\$38,984.00	\$5.50	\$53,603.00	\$3.56	\$34,695.76
321.00202	Asphalt Concrete Surface Course, (2" thick)	10649	SY	\$8.00	\$85,192.00	\$13.00	\$138,437.00	\$12.15	\$129,385.35	\$11.00	\$117,139.00	\$8.50	\$90,516.50	\$11.40	\$121,398.60	\$17.11	\$182,204.39
321.00302	Asphalt Concrete Base Course, (2" thick or match existing)	5265	SY	\$20.00	\$105,300.00	\$23.00	\$121,095.00	\$12.25	\$64,496.25	\$23.00	\$121,095.00	\$12.75	\$67,128.75	\$14.00	\$73,710.00	\$21.54	\$113,408.10
322.10200	MAG Type II slurry seal application	39500	SY	\$1.60	\$63,200.00	\$2.00	\$79,000.00	\$1.65	\$65,175.00	\$1.70	\$67,150.00	\$3.50	\$138,250.00	\$1.55	\$61,225.00	\$1.84	\$72,680.00
345.01000	Adjust sanitary MH F&C to grade	15	EA	\$350.00	\$5,250.00	\$320.00	\$4,800.00	\$353.00	\$5,295.00	\$360.00	\$5,400.00	\$650.00	\$9,750.00	\$380.00	\$5,700.00	\$465.76	\$6,986.40
345.01410	Adjust valve box and cover to grade	26	EA	\$320.00	\$8,320.00	\$280.00	\$7,280.00	\$325.00	\$8,450.00	\$300.00	\$7,800.00	\$350.00	\$9,100.00	\$320.00	\$8,320.00	\$422.29	\$10,979.54
350.11000	Remove tee at Lower Buckeye Rd	1	LS	\$10,000.00	\$10,000.00	\$5,300.00	\$5,300.00	\$4,000.00	\$4,000.00	\$3,700.00	\$3,700.00	\$5,400.00	\$5,400.00	\$2,500.00	\$2,500.00	\$8,154.03	\$8,154.03
350.12000	Removal of Valve Box & Cover, Avondale Blvd Sta 103+60	1	LS	\$5,600.00	\$5,600.00	\$1,000.00	\$1,000.00	\$400.00	\$400.00	\$1,700.00	\$1,700.00	\$1,800.00	\$1,800.00	\$510.00	\$510.00	\$1,826.37	\$1,826.37
350.13000	Cut and cap 1.5" waterline at Sta 124+50	1	LS	\$1,300.00	\$1,300.00	\$500.00	\$500.00	\$400.00	\$400.00	\$400.00	\$400.00	\$1,750.00	\$1,750.00	\$610.00	\$610.00	\$577.94	\$577.94
350.14000	Abandon existing water service, Avondale Blvd Sta 113+80	1	LS	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$330.00	\$330.00	\$400.00	\$400.00	\$600.00	\$600.00	\$320.00	\$320.00	\$846.02	\$846.02
350.15000	Abandon existing water service, Avondale Blvd Sta 95+25	1	LS	\$1,300.00	\$1,300.00	\$1,000.00	\$1,000.00	\$330.00	\$330.00	\$400.00	\$400.00	\$1,800.00	\$1,800.00	\$320.00	\$320.00	\$760.83	\$760.83
350.41000	Remove and replace guardrail, water	2	Ea	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$800.00	\$1,600.00	\$900.00	\$1,800.00	\$1,775.00	\$3,550.00	\$2,200.00	\$4,400.00	\$2,630.70	\$5,261.40
350.42000	Remove and replace guardrail, sewer	2	EA	\$2,500.00	\$5,000.00	\$1,000.00	\$2,000.00	\$700.00	\$1,400.00	\$900.00	\$1,800.00	\$1,775.00	\$3,550.00	\$2,200.00	\$4,400.00	\$2,630.70	\$5,261.40

**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
350.60000	Removal of existing pavement	5265	SY	\$11.00	\$57,915.00	\$6.00	\$31,590.00	\$3.00	\$15,795.00	\$3.00	\$15,795.00	\$5.50	\$28,957.50	\$8.00	\$42,120.00	\$5.91	\$31,116.15
350.70000	Remove and replace CLD at Sta 130+00	1	LS	\$4,500.00	\$4,500.00	\$1,300.00	\$1,300.00	\$4,000.00	\$4,000.00	\$1,650.00	\$1,650.00	\$31,000.00	\$31,000.00	\$4,700.00	\$4,700.00	\$7,600.66	\$7,600.66
370.10000	Restoration of shoulder treatment	5000	LF	\$2.50	\$12,500.00	\$2.50	\$12,500.00	\$3.00	\$15,000.00	\$3.50	\$17,500.00	\$3.00	\$15,000.00	\$4.10	\$20,500.00	\$5.18	\$25,900.00
401.01000	Traffic Control	1	LS	\$55,000.00	\$55,000.00	\$71,214.00	\$71,214.00	\$100,000.00	\$100,000.00	\$75,000.00	\$75,000.00	\$50,000.00	\$50,000.00	\$93,000.00	\$93,000.00	\$71,209.14	\$71,209.14
401.01100	Uniformed Off-Duty Officer	1	Allowance	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00	\$10,000.00
461.01100	100 mm (4") White traffic paint stripe	31300	LF	\$0.20	\$6,260.00	\$0.25	\$7,825.00	\$0.12	\$3,756.00	\$0.15	\$4,695.00	\$0.35	\$10,955.00	\$0.10	\$3,130.00	\$0.28	\$8,764.00
461.01200	100 mm (4") Yellow traffic paint stripe	15100	LF	\$0.20	\$3,020.00	\$0.25	\$3,775.00	\$0.11	\$1,661.00	\$0.15	\$2,265.00	\$0.35	\$5,285.00	\$0.10	\$1,510.00	\$0.28	\$4,228.00
463.01100	Reflectorized raised pavement markers (Type D, Yellow 2-Way)	850	EA	\$4.00	\$3,400.00	\$4.50	\$3,825.00	\$0.11	\$93.50	\$2.60	\$2,210.00	\$1.20	\$1,020.00	\$10.30	\$8,755.00	\$3.18	\$2,703.00
463.01200	Reflectorized raised pavement markers (Type G, Clear, One-Way)	800	EA	\$4.00	\$3,200.00	\$4.50	\$3,600.00	\$0.11	\$88.00	\$2.60	\$2,080.00	\$1.20	\$960.00	\$6.50	\$5,200.00	\$3.18	\$2,544.00
602.20036	Encasement of water or sewer pipe by jacking or tunneling operations	72	LF	\$780.00	\$56,160.00	\$600.00	\$43,200.00	\$780.00	\$56,160.00	\$425.00	\$30,600.00	\$850.00	\$61,200.00	\$650.00	\$46,800.00	\$503.55	\$36,255.60
610.02116	16" DIP, Class 250, native backfill	9108	LF	\$50.25	\$457,677.00	\$57.00	\$519,156.00	\$64.65	\$588,832.20	\$60.00	\$546,480.00	\$60.00	\$546,480.00	\$63.74	\$580,543.92	\$75.50	\$687,654.00
610.02216	16" DIP, Class 250, CLSM backfill	4221	LF	\$64.00	\$270,144.00	\$72.00	\$303,912.00	\$85.00	\$358,785.00	\$88.00	\$371,448.00	\$110.00	\$464,310.00	\$95.04	\$401,163.84	\$91.34	\$385,546.14
610.12116	16" DIP, Class 250, w/ restrained joints, native backfill	4534	LF	\$68.00	\$308,312.00	\$73.00	\$330,982.00	\$83.25	\$377,455.50	\$81.00	\$367,254.00	\$69.00	\$312,846.00	\$85.77	\$388,881.18	\$97.63	\$442,654.42
610.12216	16" DIP, Class 250, w/ restrained joints, CLSM backfill	3483	LF	\$91.00	\$316,953.00	\$90.00	\$313,470.00	\$127.00	\$442,341.00	\$124.00	\$431,892.00	\$118.00	\$410,994.00	\$142.70	\$497,024.10	\$109.55	\$381,562.65
610.12224	24" DIP, Class 250, w/ restrained joints, CLSM backfill	124	LF	\$205.00	\$25,420.00	\$222.00	\$27,528.00	\$241.00	\$29,884.00	\$295.00	\$36,580.00	\$170.00	\$21,080.00	\$415.00	\$51,460.00	\$201.62	\$25,000.88
610.13108	8" DIP Class 350, w/ restrained joints, native backfill	912	LF	\$54.00	\$49,248.00	\$58.00	\$52,896.00	\$51.00	\$46,512.00	\$60.00	\$54,720.00	\$54.00	\$49,248.00	\$53.00	\$48,336.00	\$46.18	\$42,116.16
610.13112	12" DIP, Class 350, w/ restrained joints, native backfill	56	LF	\$145.00	\$8,120.00	\$80.00	\$4,480.00	\$86.00	\$4,816.00	\$127.00	\$7,112.00	\$72.00	\$4,032.00	\$130.00	\$7,280.00	\$80.89	\$4,529.84
610.13204	4" DIP, Class 350, restrained, CLSM backfill	72	LF	\$76.00	\$5,472.00	\$127.00	\$9,144.00	\$88.00	\$6,336.00	\$120.00	\$8,640.00	\$74.00	\$5,328.00	\$105.00	\$7,560.00	\$65.47	\$4,713.84
610.13208	8" DIP Class 350, restrained, CLSM backfill	237	LF	\$88.00	\$20,856.00	\$126.00	\$29,862.00	\$62.00	\$14,694.00	\$105.00	\$24,885.00	\$53.00	\$12,561.00	\$195.00	\$46,215.00	\$66.33	\$15,720.21
610.13212	12" DIP Class 350, restrained, CLSM backfill	68	LF	\$100.00	\$6,800.00	\$168.00	\$11,424.00	\$79.00	\$5,372.00	\$120.00	\$8,160.00	\$123.00	\$8,364.00	\$264.00	\$17,952.00	\$147.43	\$10,025.24
610.30102	2" Copper pipe, native backfill	112	LF	\$35.00	\$3,920.00	\$52.00	\$5,824.00	\$41.00	\$4,592.00	\$46.00	\$5,152.00	\$65.00	\$7,280.00	\$31.00	\$3,472.00	\$31.77	\$3,558.24

**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
610.30202	2" Copper pipe, CLSM backfill	276	LF	\$38.00	\$10,488.00	\$65.00	\$17,940.00	\$48.00	\$13,248.00	\$46.00	\$12,696.00	\$70.00	\$19,320.00	\$22.00	\$6,072.00	\$30.71	\$8,475.96
610.82002	Reconnect exist meter to exist 2" PVC w/ new 1" service line	1	EA	\$2,300.00	\$2,300.00	\$1,000.00	\$1,000.00	\$795.00	\$795.00	\$900.00	\$900.00	\$2,400.00	\$2,400.00	\$990.00	\$990.00	\$2,034.63	\$2,034.63
610.82006	Reconnect exist meter to exist 6" ACP w/ new 1" service line	4	EA	\$2,300.00	\$9,200.00	\$2,200.00	\$8,800.00	\$1,109.00	\$4,436.00	\$1,020.00	\$4,080.00	\$2,400.00	\$9,600.00	\$1,140.00	\$4,560.00	\$2,887.37	\$11,549.48
610.82008	Reconnect exist meter to new 8" DIP w/ new 1" service line	1	EA	\$1,800.00	\$1,800.00	\$1,300.00	\$1,300.00	\$1,129.00	\$1,129.00	\$920.00	\$920.00	\$2,400.00	\$2,400.00	\$1,350.00	\$1,350.00	\$2,876.06	\$2,876.06
610.82016	Reconnect exist meter to new 16" DIP w/ new 1" service line	2	EA	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00	\$1,438.00	\$2,876.00	\$1,500.00	\$3,000.00	\$3,300.00	\$6,600.00	\$2,030.00	\$4,060.00	\$3,565.14	\$7,130.28
610.92016	Curb stop w/ flushing pipe: below grade	6	EA	\$1,900.00	\$11,400.00	\$1,500.00	\$9,000.00	\$2,050.00	\$12,300.00	\$950.00	\$5,700.00	\$1,815.00	\$10,890.00	\$1,560.00	\$9,360.00	\$899.91	\$5,399.46
615.13212	12" Ductile Iron Pipe, Class 350, w/ Restrained Joints, CLSM backfill, Protecto 410 lined	8	LF	\$195.00	\$1,560.00	\$330.00	\$2,640.00	\$182.00	\$1,456.00	\$132.00	\$1,056.00	\$190.00	\$1,520.00	\$314.00	\$2,512.00	\$912.41	\$7,299.28
615.30118	18" VCP high strength sewer pipe, native backfill	30	LF	\$160.00	\$4,800.00	\$230.00	\$6,900.00	\$174.00	\$5,220.00	\$260.00	\$7,800.00	\$200.00	\$6,000.00	\$685.00	\$20,550.00	\$313.18	\$9,395.40
615.30218	18" VCP high strength sewer pipe, CLSM backfill	11	LF	\$370.00	\$4,070.00	\$275.00	\$3,025.00	\$262.00	\$2,882.00	\$484.00	\$5,324.00	\$200.00	\$2,200.00	\$1,010.00	\$11,110.00	\$645.19	\$7,097.09
615.40114	14" HDPE DR 13.5, native backfill	510	LF	\$45.00	\$22,950.00	\$50.00	\$25,500.00	\$73.00	\$37,230.00	\$55.00	\$28,050.00	\$45.00	\$22,950.00	\$50.00	\$25,500.00	\$84.29	\$42,987.90
615.40214	14" HDPE DR 13.5, CLSM backfill	8177	LF	\$62.00	\$506,974.00	\$51.00	\$417,027.00	\$44.50	\$363,876.50	\$84.00	\$686,868.00	\$71.00	\$580,567.00	\$48.23	\$394,376.71	\$69.61	\$569,200.97
615.47114	14" preformed HDPE 90 bend	1	EA	\$410.00	\$410.00	\$650.00	\$650.00	\$500.00	\$500.00	\$3,700.00	\$3,700.00	\$750.00	\$750.00	\$590.00	\$590.00	\$1,078.94	\$1,078.94
615.47214	14" preformed HDPE 45 bend	1	EA	\$320.00	\$320.00	\$415.00	\$415.00	\$600.00	\$600.00	\$3,700.00	\$3,700.00	\$650.00	\$650.00	\$480.00	\$480.00	\$967.04	\$967.04
615.47914	14" preformed HDPE Wye	1	EA	\$800.00	\$800.00	\$1,500.00	\$1,500.00	\$500.00	\$500.00	\$6,000.00	\$6,000.00	\$1,200.00	\$1,200.00	\$1,240.00	\$1,240.00	\$1,886.87	\$1,886.87
615.48014	14" HDPE Mechanical joint adaptor	24	EA	\$520.00	\$12,480.00	\$500.00	\$12,000.00	\$584.46	\$14,027.04	\$1,100.00	\$26,400.00	\$1,150.00	\$27,600.00	\$1,410.00	\$33,840.00	\$1,237.90	\$29,709.60
625.05400	Manhole 2 (MH on existing sewer main)	1	LS	\$13,000.00	\$13,000.00	\$28,000.00	\$28,000.00	\$11,200.00	\$11,200.00	\$16,400.00	\$16,400.00	\$9,300.00	\$9,300.00	\$14,200.00	\$14,200.00	\$12,868.90	\$12,868.90
625.05401	Manhole 1 (MH on new force main)	1	LS	\$18,000.00	\$18,000.00	\$27,000.00	\$27,000.00	\$11,200.00	\$11,200.00	\$22,000.00	\$22,000.00	\$11,160.00	\$11,160.00	\$13,500.00	\$13,500.00	\$13,532.23	\$13,532.23
625.45401	Sewer cleanout assembly, Dtl 1	9	EA	\$10,000.00	\$90,000.00	\$11,000.00	\$99,000.00	\$6,000.00	\$54,000.00	\$10,500.00	\$94,500.00	\$8,500.00	\$76,500.00	\$12,700.00	\$114,300.00	\$7,070.27	\$63,632.43
625.45402	Sewer cleanout Assembly, Dtl 2	1	EA	\$11,000.00	\$11,000.00	\$11,000.00	\$11,000.00	\$8,000.00	\$8,000.00	\$12,500.00	\$12,500.00	\$10,500.00	\$10,500.00	\$12,900.00	\$12,900.00	\$9,478.74	\$9,478.74
625.45403	Double sewer cleanout assembly	2	EA	\$20,000.00	\$40,000.00	\$20,000.00	\$40,000.00	\$22,200.00	\$44,400.00	\$13,900.00	\$27,800.00	\$18,100.00	\$36,200.00	\$25,600.00	\$51,200.00	\$15,883.55	\$31,767.10
630.00004	4" GV B&C	1	EA	\$675.00	\$675.00	\$850.00	\$850.00	\$750.00	\$750.00	\$520.00	\$520.00	\$1,000.00	\$1,000.00	\$980.00	\$980.00	\$863.22	\$863.22

**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total	Unit	Total
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
630.00008	8" GV B&C	6	EA	\$1,100.00	\$6,600.00	\$1,200.00	\$7,200.00	\$1,280.00	\$7,680.00	\$1,025.00	\$6,150.00	\$1,650.00	\$9,900.00	\$1,680.00	\$10,080.00	\$1,211.03	\$7,266.18
630.00012	12" GV B&C	2	EA	\$1,900.00	\$3,800.00	\$2,000.00	\$4,000.00	\$1,775.00	\$3,550.00	\$1,800.00	\$3,600.00	\$2,900.00	\$5,800.00	\$2,510.00	\$5,020.00	\$2,412.36	\$4,824.72
630.00016	16" GV B&C	18	EA	\$4,600.00	\$82,800.00	\$5,600.00	\$100,800.00	\$5,575.00	\$100,350.00	\$4,900.00	\$88,200.00	\$6,600.00	\$118,800.00	\$6,500.00	\$117,000.00	\$5,539.55	\$99,711.90
630.32016	2" water ARV assembly	5	EA	\$5,800.00	\$29,000.00	\$6,900.00	\$34,500.00	\$3,886.00	\$19,430.00	\$5,500.00	\$27,500.00	\$6,500.00	\$32,500.00	\$7,980.00	\$39,900.00	\$3,839.26	\$19,196.30
630.34016	4" water ARV assembly	1	EA	\$10,500.00	\$10,500.00	\$7,200.00	\$7,200.00	\$8,474.00	\$8,474.00	\$8,600.00	\$8,600.00	\$11,000.00	\$11,000.00	\$11,300.00	\$11,300.00	\$7,263.66	\$7,263.66
630.42014	2" sewer ARV assembly	3	EA	\$5,800.00	\$17,400.00	\$6,700.00	\$20,100.00	\$4,176.00	\$12,528.00	\$5,400.00	\$16,200.00	\$6,400.00	\$19,200.00	\$6,840.00	\$20,520.00	\$4,169.88	\$12,509.64
650.11000	Pressure reducing valve station, No. 1	1	LS	\$31,000.00	\$31,000.00	\$25,000.00	\$25,000.00	\$22,391.00	\$22,391.00	\$31,500.00	\$31,500.00	\$35,000.00	\$35,000.00	\$49,900.00	\$49,900.00	\$28,799.95	\$28,799.95
650.12000	Pressure reducing valve station, No. 2	1	LS	\$12,000.00	\$12,000.00	\$9,000.00	\$9,000.00	\$24,465.00	\$24,465.00	\$14,000.00	\$14,000.00	\$13,300.00	\$13,300.00	\$15,200.00	\$15,200.00	\$14,191.89	\$14,191.89
650.13000	Pressure reducing valve station, No. 3	1	LS	\$18,000.00	\$18,000.00	\$14,000.00	\$14,000.00	\$26,264.00	\$26,264.00	\$18,400.00	\$18,400.00	\$12,000.00	\$12,000.00	\$14,200.00	\$14,200.00	\$12,551.11	\$12,551.11
650.14000	Pressure reducing valve station, No. 4	1	LS	\$24,000.00	\$24,000.00	\$14,600.00	\$14,600.00	\$20,480.00	\$20,480.00	\$26,500.00	\$26,500.00	\$12,000.00	\$12,000.00	\$14,400.00	\$14,400.00	\$11,879.71	\$11,879.71
650.15000	Pressure reducing valve station, No. 5	1	LS	\$49,000.00	\$49,000.00	\$45,000.00	\$45,000.00	\$19,900.00	\$19,900.00	\$53,000.00	\$53,000.00	\$83,000.00	\$83,000.00	\$74,300.00	\$74,300.00	\$25,875.37	\$25,875.37
650.16000	Individual pressure reducing valve installation	2	EA	\$1,700.00	\$3,400.00	\$1,100.00	\$2,200.00	\$5,202.00	\$10,404.00	\$760.00	\$1,520.00	\$2,800.00	\$5,600.00	\$2,020.00	\$4,040.00	\$22,492.00	\$44,984.00
650.21000	Waterline connection to existing system, bridge waterline	2	EA	\$4,200.00	\$8,400.00	\$2,400.00	\$4,800.00	\$3,390.00	\$6,780.00	\$1,390.00	\$2,780.00	\$1,100.00	\$2,200.00	\$2,450.00	\$4,900.00	\$2,996.55	\$5,993.10
650.22000	Rigby water system connection, Avondale Blvd Sta 103+81	1	LS	\$10,000.00	\$10,000.00	\$4,300.00	\$4,300.00	\$4,720.00	\$4,720.00	\$4,600.00	\$4,600.00	\$6,500.00	\$6,500.00	\$7,100.00	\$7,100.00	\$12,539.27	\$12,539.27
650.23000	Rigby water system connection, well site	1	LS	\$7,900.00	\$7,900.00	\$6,000.00	\$6,000.00	\$2,888.00	\$2,888.00	\$6,700.00	\$6,700.00	\$3,300.00	\$3,300.00	\$2,680.00	\$2,680.00	\$3,676.40	\$3,676.40
650.24000	Rigby water system connection, Avondale Blvd Sta 113+87	1	LS	\$6,700.00	\$6,700.00	\$4,900.00	\$4,900.00	\$2,900.00	\$2,900.00	\$4,500.00	\$4,500.00	\$4,500.00	\$4,500.00	\$3,700.00	\$3,700.00	\$5,378.26	\$5,378.26
650.25000	Waterline connection to existing system, Miami & Winslow Ave.	2	EA	\$6,400.00	\$12,800.00	\$4,400.00	\$8,800.00	\$4,793.00	\$9,586.00	\$2,800.00	\$5,600.00	\$2,000.00	\$4,000.00	\$3,600.00	\$7,200.00	\$7,047.47	\$14,094.94
650.26000	Waterline connection to existing system, Lower Buckeye Rd	1	LS	\$11,000.00	\$11,000.00	\$4,600.00	\$4,600.00	\$3,744.00	\$3,744.00	\$3,050.00	\$3,050.00	\$2,300.00	\$2,300.00	\$6,950.00	\$6,950.00	\$3,582.17	\$3,582.17
650.27000	Rigby water system connection, Southern Avenue Sta 16+29	1	LS	\$8,500.00	\$8,500.00	\$5,300.00	\$5,300.00	\$6,448.00	\$6,448.00	\$2,100.00	\$2,100.00	\$3,600.00	\$3,600.00	\$4,750.00	\$4,750.00	\$5,131.14	\$5,131.14
650.28000	Rigby water system connection, Southern Avenue Sta 32+53	1	LS	\$7,500.00	\$7,500.00	\$4,000.00	\$4,000.00	\$4,338.00	\$4,338.00	\$1,200.00	\$1,200.00	\$3,500.00	\$3,500.00	\$4,600.00	\$4,600.00	\$4,972.65	\$4,972.65
650.29000	Rigby water system connection, Roeser Rd	1	LS	\$7,000.00	\$7,000.00	\$4,000.00	\$4,000.00	\$18,230.00	\$18,230.00	\$700.00	\$700.00	\$4,400.00	\$4,400.00	\$5,600.00	\$5,600.00	\$5,696.24	\$5,696.24

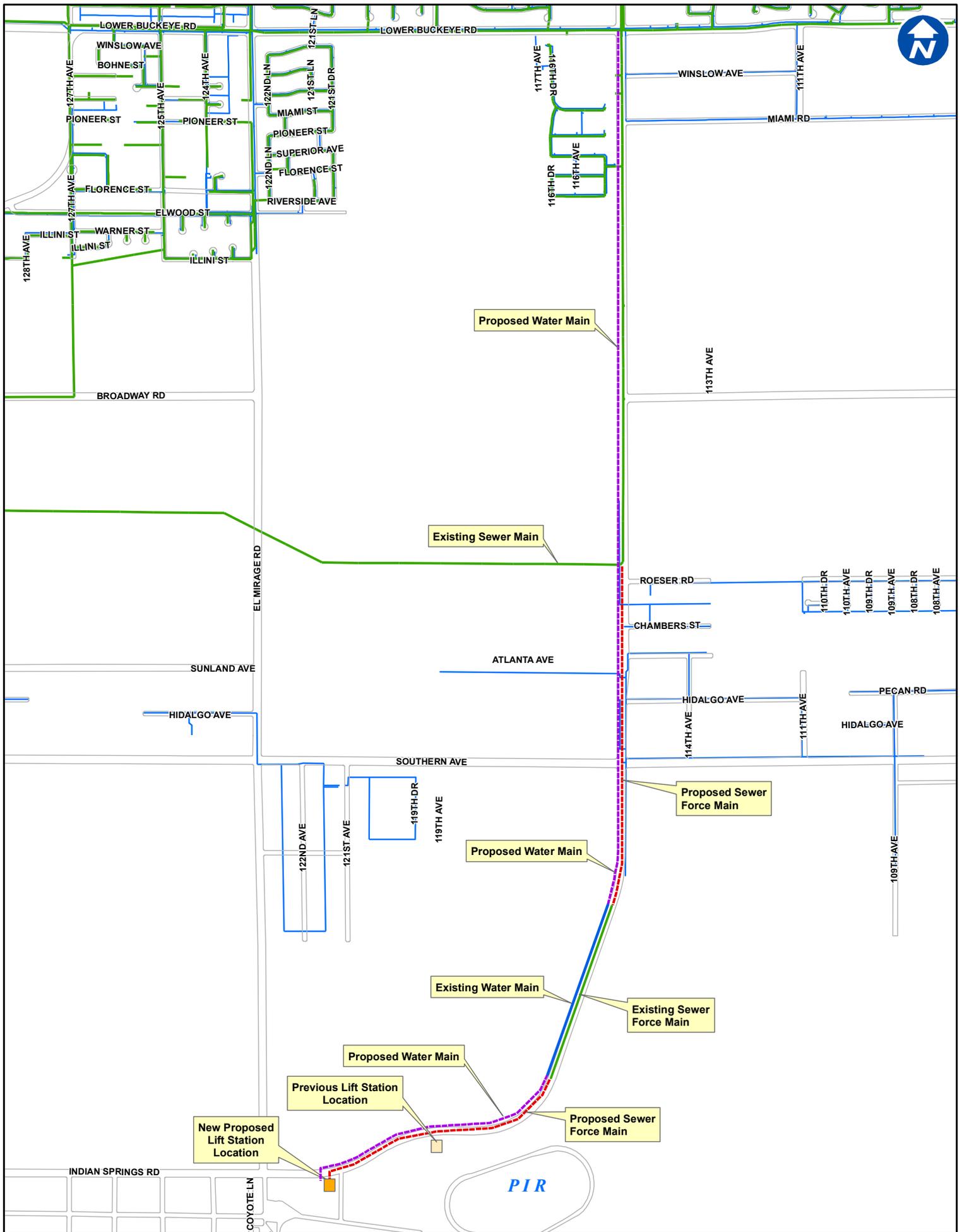
**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
				Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price	Price
650.31000	Sewer line connection to existing system, bridge sewer line	2	EA	\$4,500.00	\$9,000.00	\$5,200.00	\$10,400.00	\$1,870.00	\$3,740.00	\$2,275.00	\$4,550.00	\$4,000.00	\$8,000.00	\$2,220.00	\$4,440.00	\$2,313.22	\$4,626.44
650.41000	Waterline crossing under irrigation, Avondale Blvd/Southern	1	LS	\$45,000.00	\$45,000.00	\$29,000.00	\$29,000.00	\$5,683.38	\$5,683.38	\$10,300.00	\$10,300.00	\$5,500.00	\$5,500.00	\$13,500.00	\$13,500.00	\$33,896.75	\$33,896.75
650.42000	Waterline crossing under irrigation at Sta 115+00	1	LS	\$7,500.00	\$7,500.00	\$10,500.00	\$10,500.00	\$6,689.00	\$6,689.00	\$4,900.00	\$4,900.00	\$5,300.00	\$5,300.00	\$7,700.00	\$7,700.00	\$18,488.53	\$18,488.53
650.43000	Waterline crossing under irrigation at Sta 166+50, water	1	LS	\$7,900.00	\$7,900.00	\$8,000.00	\$8,000.00	\$4,936.00	\$4,936.00	\$4,900.00	\$4,900.00	\$3,500.00	\$3,500.00	\$5,700.00	\$5,700.00	\$6,494.64	\$6,494.64
650.44000	Waterline crossing under irrigation at Sta 206+50, water	1	LS	\$5,600.00	\$5,600.00	\$6,000.00	\$6,000.00	\$2,900.00	\$2,900.00	\$2,500.00	\$2,500.00	\$4,100.00	\$4,100.00	\$3,700.00	\$3,700.00	\$10,040.91	\$10,040.91
650.45000	Waterline crossing under irrigation at Southern Ave Sta 16+50	1	LS	\$6,000.00	\$6,000.00	\$10,000.00	\$10,000.00	\$6,585.00	\$6,585.00	\$1,650.00	\$1,650.00	\$400.00	\$400.00	\$3,400.00	\$3,400.00	\$9,303.80	\$9,303.80
650.46000	Waterline crossing over irrigation on Bridge at Roeser Rd	1	LS	\$15,000.00	\$15,000.00	\$15,000.00	\$15,000.00	\$6,585.00	\$6,585.00	\$13,000.00	\$13,000.00	\$400.00	\$400.00	\$29,200.00	\$29,200.00	\$20,973.69	\$20,973.69
650.47000	Waterline crossing under storm drain at Sta 88+40	1	LS	\$1,500.00	\$1,500.00	\$6,000.00	\$6,000.00	\$4,600.00	\$4,600.00	\$400.00	\$400.00	\$400.00	\$400.00	\$3,400.00	\$3,400.00	\$4,870.97	\$4,870.97
650.51000	Sewer line crossing under irrigation at Avondale Blvd/Southern	1	LS	\$43,000.00	\$43,000.00	\$23,000.00	\$23,000.00	\$2,416.00	\$2,416.00	\$10,400.00	\$10,400.00	\$400.00	\$400.00	\$9,700.00	\$9,700.00	\$10,738.61	\$10,738.61
650.52000	Sewer line crossing under irrigation at Sta 115+00	1	LS	\$5,000.00	\$5,000.00	\$5,600.00	\$5,600.00	\$3,272.00	\$3,272.00	\$4,900.00	\$4,900.00	\$400.00	\$400.00	\$1,830.00	\$1,830.00	\$9,191.07	\$9,191.07
650.53000	Sewer line crossing under storm drain at Indian Springs Rd Sta 31+40	1	LS	\$1,500.00	\$1,500.00	\$6,100.00	\$6,100.00	\$4,320.00	\$4,320.00	\$3,500.00	\$3,500.00	\$60.00	\$60.00	\$1,830.00	\$1,830.00	\$4,137.77	\$4,137.77
650.54000	Sewer line crossing under storm drain at Sta 84+15	1	LS	\$2,900.00	\$2,900.00	\$6,100.00	\$6,100.00	\$2,974.00	\$2,974.00	\$3,500.00	\$3,500.00	\$60.00	\$60.00	\$1,830.00	\$1,830.00	\$3,756.28	\$3,756.28
650.55000	Sewer line crossing under storm drain at Sta 88+40	1	LS	\$1,500.00	\$1,500.00	\$6,100.00	\$6,100.00	\$2,646.00	\$2,646.00	\$3,500.00	\$3,500.00	\$60.00	\$60.00	\$915.00	\$915.00	\$3,756.28	\$3,756.28
650.91000	Chlorination of exist 16" waterline on bridge	1	LS	\$5,500.00	\$5,500.00	\$3,900.00	\$3,900.00	\$1,232.00	\$1,232.00	\$1,700.00	\$1,700.00	\$3,000.00	\$3,000.00	\$1,900.00	\$1,900.00	\$4,534.61	\$4,534.61
650.92000	Double polyethelene wrapping of 4" DIP	68	LF	\$3.00	\$204.00	\$2.00	\$136.00	\$3.00	\$204.00	\$0.85	\$57.80	\$2.00	\$136.00	\$4.00	\$272.00	\$3.86	\$262.48
650.93000	Double polyethelene wrapping of 16" DIP	380	LF	\$2.00	\$760.00	\$3.00	\$1,140.00	\$3.00	\$1,140.00	\$0.85	\$323.00	\$0.60	\$228.00	\$3.70	\$1,406.00	\$1.71	\$649.80
650.94000	Installation of 4" Gate Valve, Box & Cover, Southern Avenue	1	LS	\$4,500.00	\$4,500.00	\$900.00	\$900.00	\$1,287.00	\$1,287.00	\$2,900.00	\$2,900.00	\$3,000.00	\$3,000.00	\$1,770.00	\$1,770.00	\$2,677.09	\$2,677.09
650.95000	AC Pipe locating	1	LS	\$2,800.00	\$2,800.00	\$600.00	\$600.00	\$470.00	\$470.00	\$5,500.00	\$5,500.00	\$8,500.00	\$8,500.00	\$12,900.00	\$12,900.00	\$4,354.76	\$4,354.76
650.96000	Gravity sewer pipe, concrete cap	34	LF	\$145.00	\$4,930.00	\$13.00	\$442.00	\$52.00	\$1,768.00	\$65.00	\$2,210.00	\$85.00	\$2,890.00	\$65.00	\$2,210.00	\$98.82	\$3,359.88
SUBTOTAL					\$3,704,235.00		\$3,746,999.00		\$3,831,998.97		\$4,119,791.30		\$4,321,800.75		\$4,235,253.35		\$4,350,788.14
Taxes As Applicable					\$220,990.27		\$253,000.00		\$260,705.25		\$26,243.07		\$0.00		\$269,782.16		\$238,848.02

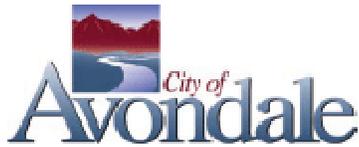
**CITY OF AVONDALE
 BID TABULATION
 PW12-060 SOUTH AVONDALE/PIR SEWER LINE and SOUTH AVONDALE/PIR WATERLINE
 BID DATE: August 22, 2012**

Item No.	Description of Materials and/or Services	Qty	Unit	Standard Construction		Achen Gardner		Pierson		Markham		SJ Louis		B&F		Team Fishel	
				Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
	TOTAL BASED ON UNIT PRICES				\$3,925,225.27		\$3,999,999.00		\$4,092,704.22		\$4,146,034.37		\$4,321,800.75		\$4,505,035.51		\$4,589,636.16
	TOTAL SUBMITTED BY BIDDER				\$3,925,225.27		\$3,999,999.00		\$4,092,704.22		\$4,146,034.37		\$4,321,800.75		\$4,504,980.96		\$4,566,464.16
	Required Attachments Included?				Yes		Yes		Yes		Yes		Yes		Yes		Yes

Calculation or extension error



Proposed Water & Sewer Exhibit



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Professional Services Agreement - Helping Families in Need

MEETING DATE:

September 10, 2012

TO: Mayor and Council

FROM: Gina Montes, Neighborhood & Family Services Director, 623.333.2727

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the first amendment to the Professional Services Agreement between the City of Avondale and Helping Families in Need which provides \$44,000 for the continuation of public health insurance and benefit enrollment assistance activities.

BACKGROUND:

The Arizona Early Childhood Development and Health Board, known as First Things First, is a state agency established by a voter initiative to support a voluntary system of early care and education for children five and under. The Southwest Maricopa Regional Partnership Council (Regional Council) represents Avondale and the surrounding communities. The Regional Council is charged with making funding and strategy recommendations to the First Things First Board. The Neighborhood and Family Services Department received a grant of \$175,000 from the Regional Council for fiscal year 12-13 to provide services in the Southwest Valley. The grant agreement with the Regional Council requires that health insurance enrollment services be provided through the Care1st Avondale Resource and Housing Center, which is operated by the NFS Department.

The City entered into an agreement with Helping Families In Need (HFIN) in October 2011 to be the health insurance enrollment provider at the Resource Center. Helping Families In Need (HFIN), is a non-profit organization that assists with the Health e-Arizona application process. The system enables eligible individuals and families to apply through the State of Arizona for medicaid, Supplemental Nutrition Assistance Program -SNAP (formerly known as food stamps) and cash assistance. HFIN is located at the Care1st Avondale Resource and Housing Center on a full-time basis and assists more than 500 individuals per month.

DISCUSSION:

A need has been identified by the Regional Council to assist residents in obtaining and enrolling in health insurance and other State assistance programs for low-income families in the Southwest Valley. With the approval of this contract, this service will continue to be provided at the Care1st Avondale Resource and Housing Center.

BUDGETARY IMPACT:

There is no impact on the General Fund. The grant received from the First Things First Southwest Maricopa Regional Council will fully fund the cost of this agreement.

RECOMMENDATION:

Staff recommends that the City Council approve the first amendment to the Professional Services Agreement with Helping Families in Need which provides \$44,000 for the continuation of public health insurance and benefit enrollment assistance activities.

ATTACHMENTS:

Click to download

[First Amendment to PSA - Helping Families in Need](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HELPING FAMILIES IN NEED**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is made as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City"), and Helping Families In Need, an Arizona non-profit corporation (the "Contractor").

RECITALS

A. The City and Contractor entered into a Professional Services Agreement, Contract No. 13372, dated October 17, 2011 (the "Agreement"), for the Contractor to provide health insurance outreach and application assistance to eligible families by providing access to information and support necessary to improve and increase children's health coverage in public programs and additional community resources (the "Services").

B. The term of the Agreement expires on September 19, 2012, and the City has determined that the Services are necessary for an additional term.

C. The City and the Contractor desire to enter into this First Amendment to extend the term of the Agreement.

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. The term of the Agreement is hereby extended and shall remain in full force and effect until September 19, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

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

3. Compensation. The City shall pay Contractor an amount not to exceed \$44,000.00 for the Services during the extended term at the rates as set forth in the Fee Proposal, attached hereto as Exhibit 1, and incorporated herein by reference.

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 canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this First Amendment 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 September ____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

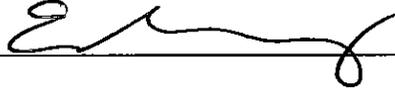
Notary Public in and for the State of Arizona

(affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Contractor”

HELPING FAMILIES IN NEED, an
Arizona non-profit corporation

By: 

Name: Edny Gonzalez

Its: Co-Executive Director

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September 27, 2012, by Edny Ivow Gonzalez
as Co-Executive Director of HELPING FAMILIES IN NEED, an
Arizona non-profit corporation, on behalf of the company.




Notary Public in and for the State of Arizona

EXHIBIT 1
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
HELPING FAMILIES IN NEED

[Fee Proposal]

See following page.

FEE PROPOSAL - HELPING FAMILIES IN NEED

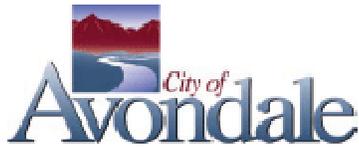
<u>Category</u>	<u>Line Item</u>	<u>Total Cost</u>	
Personnel and Fringe Benefits			
Personnel			
	Co-Director/Application Assistor - Reyna Gonzalez	8 hours/wk @ \$18/hour for 50 wks	7,200
	Co-Director/Application Assistor - Edny Gonzalez	8 hours/wk @ \$18/hour for 50 wks	7,200
	Outreach Worker/Application Assistor - Cynthia Castro	12 hours/wk @ \$15/hour for 50 wks	9,000
	Outreach Worker/Application Assistor - Flor Olivas	12 hours/wk @ \$15/hour for 50 wks	9,000
	Outreach Coordinator/Admin Asst. - Cynthia Castro	6 hours/wk @ \$12/hour for 50 wks	3,600
Fringe			
			-
		Subtotal Personnel/Fringe	36,000
Travel			
	In State	Milage .445 a mile	1,650
		Subtotal Travel	1,650
Supplies and Other Operating Expenses			
		3 phones @ \$302/month@ 40% of total monthly costs x 12 mos (total costs allocated among different contractors)	1,450
	Cell Phones		
	E-App Subscription	50% of total annual cost of \$600	300
	Supplies	Office Supplies @ \$166.66/month	2,000
	Training	Training & Meeting Expenses	1,000
	Printing	Flyer, brochures, outreach materials	1,600
		Subtotal Other	6,350
Subtotal Direct Program Costs			44,000
Administrative/Indirect Costs			0
		TOTAL	44,000

BUDGET NARRATIVE

1 Co-Directors will provide administrative oversight including coordination with the City of Avondale and the Care 1st Avondale Resource and Housing Center; provide application assistance; develop partnerships and coordinate with community partners; schedule, plan and implement outreach activities, including participation at community events and health fairs; design and disseminate written and electronic outreach materials; collect and organize data and complete monthly reports; provide quality control and follow-up advocacy; plan and implement trainings; contract with and supervise subcontractors; maintain all licenses and certifications needed to

do business; provide application assistance to families at the Resource Center.

- 2 Application Assistors will staff the Resource Center and assist families at the Center and at community sites as needed. Resource Center will be staffed for five days each week for a minimum of six hours per day. Application Assistors will also participate in trainings, assist in outreach and provide support for data collection.
- 3 Outreach Coordinator/Administrative Assistant will work with Resource Center scheduler to ensure Application Assistors are present for scheduled Resource Center hours; will also provide overall administrative support to Co-Directors.
- 4 In-state local travel funds are allocated to support staff travel to meet with community partners and conduct outreach visits to community or home sites.
- 5 Cell phones are for use by Co-Directors and Outreach Coordinator to support work at community sites; 40% of total costs allocated to this project.
- 6 Project budget will pay for 50% of E-Ap subscription; split with another contractor.
- 7 Office materials include paper and printer cartridges for printing applications, which are heavily used.
- 8 Training and meeting expenses include copies of instructional materials and may include other expenses such as speaker stipends for informational lectures at monthly staff training meetings, which include all 4 staff members assigned to this project, as listed under Personnel. Can also include meals for trainings and meetings
- 9 Printing costs will pay for flyers and brochures for distribution at community outreach events.



CITY COUNCIL REPORT

SUBJECT:

First Amendment to Professional Services Agreement - Project Engineering Consultants, Ltd - Thomas Rd Waterline Design

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council will consider a request to approve a First Amendment to the Professional Services Agreement with Project Engineering Consultants, Ltd for Thomas Rd Waterline Design by increasing the agreement amount by \$4,645.08 for a total of \$53,150.08, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

DISCUSSION:

On July 13, 2011, the City Manager approved a Professional Services Agreement with Project Engineering Consultants, Ltd for Thomas Rd Waterline Design between 103rd Avenue and 99th Avenue for the amount of \$48,505. The design was completed, and City Council approved an IFB for the construction on May 12, 2012. The additional fee requested will be used to provide additional support with field information requests, complete as-built plans, and supply documents needed for final County Health approvals, which were not in the original proposal.

BUDGETARY IMPACT:

Funding is available in line item 514-1132-00-8520.

RECOMMENDATION:

Staff recommends that the City Council approve a First Amendment to the Professional Services Agreement with Project Engineering Consultants, Ltd for Thomas Rd Waterline Design by increasing the agreement amount by \$4,645.08 for a total of \$53,150.08, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

ATTACHMENTS:

Click to download

[First Amendment to PSA - Project Engineering Consultants](#)

**FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROJECT ENGINEERING CONSULTANTS, LTD.**

THIS FIRST AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this "First Amendment") is entered into as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and Project Engineering Consultants, Ltd., an Arizona corporation (the "Consultant").

RECITALS

A. The City and the Consultant entered into a Professional Services Agreement dated June 6, 2011 (the "Agreement"), with the Consultant for the design of the Thomas Road waterline from 103rd Avenue to 99th Avenue in Avondale, Arizona (the "Services").

B. The City has determined that additional work is necessary to complete the Services (the "Additional Services").

C. The City and the Consultant desire to enter into this First Amendment to (i) extend the term of the Agreement, (ii) modify the scope of work to include the Additional Services and (iii) increase the compensation to the Consultant 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 Consultant hereby agree as follows:

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until October 31, 2012, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Contract Modification Request No. 2, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Consultant's total compensation under the Agreement shall increase by no more than \$4,645.08 from \$48,505.00 to \$53,150.08 for the Additional Services at the rates as set forth in Contract Modification Request No. 2, attached hereto as Exhibit A.

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

5. Non-Default. By executing this First Amendment, the Consultant affirmatively asserts that (i) the City is not currently in default, nor has it 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 may be canceled by the City pursuant to ARIZ. REV. STAT. § 38-511.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment 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

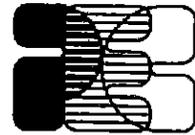
(affix notary seal here)

EXHIBIT A
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
PROJECT ENGINEERING CONSULTANTS, LTD.

[Contract Modification Request No. 2]

See following pages.

Project Engineering Consultants, Ltd.



July 23, 2012

City of Avondale Public Works
399 E. Lower Buckeye Road
Suite 100
Avondale, AZ 85323

Attention: Mr. Mike Smith

Subject: WA 1132 Thomas Rd. Waterline, 103rd Avenue to 99th Avenue WA 1132

RE: Contract Modification Request No. 2

Dear Mr. Smith:

Project Engineering Consultants, Ltd. (PEC) hereby submits this Contract Modification Request No. 2, for post design engineering services.

The original Contract and Contract Modification No. 1 did not include post design services for specific items including: Clarifications & RFI's, site visits, review and certification of as-builts, preparation and submittal of application for MCESD Approval of Construction. Additionally, the post design services allowance that was included with the original contract was partially used during the design phase for out of scope changes made by the City subsequent to the 90% plan submittal.

The labor estimate attached (Exhibit A) provides a breakdown estimate for the anticipated services required during final construction. Some of these services are already being performed by PEC as previously agreed.

All of PEC's engineering services provided for this extra work will be in accordance with the City of Avondale standards.

Our estimate to provide these services is based on hourly rates established under the original contract.

Our estimate for the required services is an Hourly Not to Exceed total of \$4,645.08. The breakdown for the anticipated tasks and respective effort is attached.

Please call if you have any questions with our proposal. We look forward to successful and timely completion of this project.

Sincerely yours,

Tom Braatlien, P.E.

EXHIBIT A

CITY OF AVONDALE

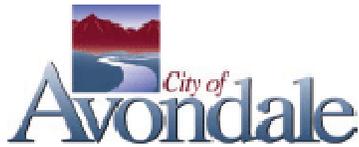
Project Title: Thomas Road Waterline, 103rd Avenue to 99th Avenue Project No. WA 1132

Contract Modification No. 2 PROJECT LABOR ESTIMATE

Prepared By: T. Breatellen

July 23, 2012

TASK	Project Mgr./Senior Engineer \$157.41 /Hour		Project Engineer \$133.65 /Hour		Senior CADD Technician \$95.04 /Hour		Total Direct Labor Fees	
	Hours	Amount	Hours	Amount	Hours	Amount	Hours	Amount
Clarifications and RFI's	8.0	\$1,259.28					8.0	\$1,259
Site Visits	6.0	\$944.46		\$0.00			6.0	\$944
Review and Certify As-builts	4.0	\$629.64			4.0	\$380.16	8.0	\$1,010
Prepare and Submit Application For Approval of Construction	4.0	\$629.64	6.0	\$801.90			10.0	\$1,432
DIRECT LABOR SUBTOTALS:	22.0	\$3,463.02	6.0	\$801.90	4.0	\$380.16	32.0	\$4,645.08



CITY COUNCIL REPORT

SUBJECT:

Second Amendment to Professional Services Agreement - URS Corporation - PIR Lift Station Wall Design

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is recommending that City Council approve a Second Amendment to the Professional Services Agreement with URS Corporation for the PIR Lift Station Wall Design in an amount not to exceed \$72,267, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

BACKGROUND:

On July 2, 2012, City Council approved the First Amendment to Development Agreement with Phoenix International Raceway (PIR). This agreement provided new dates for completion for the water and sewer facilities for PIR due to the requested relocation of the lift station. This relocation required redesign of both the structural and aesthetic characteristics of the wall.

DISCUSSION:

The City Manager approved a PSA for URS for the lift station wall design on June 7, 2011. A first amendment was later approved that extended the date of the contract. When the new location of the PIR lift station was determined, additional work was required on the aesthetics of the wall, which was necessary once the lift station was moved, and additional design effort required. Staff requested a proposal from URS to complete the design at the new location.

BUDGETARY IMPACT:

The original PSA was for \$28,858. The additional funds of \$47,409 for this item are available in Line Item 513-1295-00-8520, for a total of \$72,267.

RECOMMENDATION:

Staff recommends that City Council approve an Amendment to the Professional Services Agreement with URS Corporation for the PIR Lift Station Wall Design in an amount not to exceed \$72,267, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

ATTACHMENTS:

Click to download

[PSA](#)

**SECOND AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION**

THIS SECOND AMENDMENT TO PROFESSIONAL SERVICES AGREEMENT (this “Second Amendment”) is entered into as of September 10, 2012 between the City of Avondale, an Arizona municipal corporation (the “City”) and URS Corporation, a Nevada corporation (the “Consultant”).

RECITALS

A. The City and Consultant entered into a Professional Services Agreement dated May 26, 2011, for the design of wall and other related structures enclosing a new lift station facility near Phoenix International Raceway along Indian Springs Road (the “Initial Agreement”).

B. The Initial Agreement was amended once on October 25, 2011, to extend the term of the Agreement to February 29, 2012 (the “First Amendment”). The Initial Agreement and the First Amendment are collectively referred to herein as the “Agreement.”

C. The City has determined that additional design services and specialty inspections by the Consultant are necessary to complete the project (the “Additional Services”).

D. The City and the Consultant desire to enter into this Second Amendment to (i) extend the term of the Agreement, (ii) provide for the Additional Services and (iii) to increase the Consultant’s compensation.

AGREEMENT

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

1. Term of Agreement. The term of the Agreement is hereby extended and shall remain in full force and effect until October 31, 2013, unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement.

2. Scope of Work. Consultant shall provide the Additional Services as set forth in the Additional Scope of Work and Fee Proposal, attached hereto as Exhibit A and incorporated herein by reference.

3. Compensation. The Consultant's total compensation under the Agreement shall be increased by no more than \$47,409.00 from \$24,858.00 to \$72,267.00 as consideration for the Additional Services at the rates as more particularly set forth in the Additional Scope of Work and Fee Proposal attached hereto as Exhibit A and incorporated herein by reference.

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 Second 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 Second 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 Second Amendment are forever waived.

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

[SIGNATURES ON FOLLOWING PAGES]

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

“City”
CITY OF AVONDALE, an
Arizona municipal corporation

Charles P. McClendon, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

This instrument was acknowledged before me on September ____, 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

My Commission Expires:

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

EXHIBIT A
TO
FIRST AMENDMENT
TO
PROFESSIONAL SERVICES AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
URS CORPORATION

[Additional Scope of Work and Fee Proposal]

See following pages.



August 27, 2012

Mike Smith
City of Avondale Public Works
399 East Lower Buckeye Road, Suite 100
Avondale, AZ 85323

Re: Perimeter Wall around PIR Sewer Lift Station

Dear Mike:

At your request we are submitting this cost proposal as a modification to the existing Professional Services Agreement (PSA) dated May 26, 2011 between City of Avondale and URS Corporation. The original PSA included architectural and structural design services for a masonry perimeter wall around the proposed sewer lift station at Phoenix International Raceway (PIR), which is part of a larger project led by Brown & Caldwell (B&C). However, at the City's direction, actual time spent developing architectural concepts exceeded the original budget for architectural services. In addition, the final concept selected by the City, as shown on the attached Conceptual Elevation, Option 2, expands the scope of architectural and structural services. Since the remaining budget in the original PSA will not be sufficient to complete the requested services, we are submitting this cost proposal to cover the difference.

The new perimeter wall will be constructed of masonry block and require a steel fence atop the block wall. We understand that the finished grades on opposite sides of the new wall will vary up to 2'-0" and that the top of the masonry wall will be 8'-0" above the higher finished grade. The fence above the block wall will have a constant height of 8'-0" and consist of expanded steel mesh attached to steel framing members. Architectural treatments will be attached to the masonry wall, but the steel fence above the wall will not support any architectural treatments.

The wall will have two openings approximately 14'-0" wide for access to the site. Each opening will require two 8'-0" high manually-operated rolling gate panels. Steel fencing is not required above the rolling gates.

We propose the following scope of work:

Task 1: Structural Design

We will generate design calculations for: 1) a masonry wall and concrete spread footing with up to 2'-0" of differential soil on opposite sides of the wall; and 2) steel framing members that support the expanded steel mesh.

Task 2: Construction Documents

We will generate the following drawings for incorporation into the larger plan set prepared by B&C:

- Wall elevations depicting the overall aesthetic treatments on the masonry wall (2 sheets)
- Enlarged details of the individual aesthetic panels along with attachment details (1 sheet)

URS Corporation
7720 North 16th Street, Suite 100
Phoenix, AZ 85020
Tel: 602.371.1100
Fax: 602.371.1615



- Details for the masonry wall, concrete footing and rolling gate (1 sheet)
- Details for the steel fence (1 sheet)

For the rolling gate details, we will contact a local gate manufacturer (say Phoenix Fence Company) to collect basic gate requirements, but our details will be kept generic such that other fabricators can submit competitive bids.

We will develop special provisions for the steel fence and rolling gates. They will be incorporated into the larger set of special provisions prepared by B&C.

Task 3: Post-Design

We will review shop drawings for: 1) wall reinforcing steel, 2) steel fence, 3) rolling gates, and 4) aesthetic treatments.

We have also allocated 8 hours to respond to contractor questions and information requests.

Based on my discussions with Brett Harris with City of Avondale Building Department, City personnel will provide inspection services for reinforcing steel placement, concrete pouring, masonry wall construction, and rolling gate installation. For the fence installation, URS will provide two onsite observations, estimated at 8 hours each, in cooperation with City personnel to ensure the installation is in accordance with project plans and approved shop drawings. The first observation will be for the installation of the steel sleeves embedded in the topmost bond beam course of the masonry wall. The second observation will be for assembly of the steel framing members and expanded metal mesh that compose the fence. After these two initial observations by URS, City personnel will continue to observe the sleeve and fence installations.

We propose to provide these services for an estimated fee of \$50,479.00 as detailed in the accompanying hour and fee estimate. Recognizing that the original PSA budget will have \$3,070.00 remaining, **the resulting increase to the PSA is \$47,409.00.**

Please feel free to contact me with any questions or comments.

Sincerely,
URS Corporation

A handwritten signature in blue ink that reads "Russell A. Stuart".

Russ Stuart, PE
Project Manager

Encl: Conceptual Elevation, Option 2
Hour and fee estimate



**Derivation of Cost Proposal Summary
Phoenix International Raceway Lift Station Wall Design**

LABOR

Classification	Person-Hours	Billing Rate	Cost
Project Principal	6	\$201.40	\$1,208
Project Manager	92	\$154.97	\$14,257
Senior Project Engineer	92	\$153.54	\$14,126
Senior Landscape Architect	36	\$105.79	\$3,808
Project Engineer	92	\$95.72	\$8,806
Designer/CADD	88	\$86.87	\$7,645
Administration/Clerical	8	\$70.49	\$564
Total Hours =	414		
		Total Labor =	\$50,414

DIRECT EXPENSES

Delivery/Courier	\$0
Reproduction	\$0
Travel (2 round trips at 58 miles each)	\$64
Total Direct Expenses =	\$64

OUTSIDE SERVICES AND SUBCONSULTANTS **\$0**

TOTAL LABOR, EXPENSES AND OUTSIDE SERVICES **\$50,479**

BUDGET REMAINING IN ORIGINAL PSA **\$3,070**

INCREASE TO ORIGINAL PSA **\$47,409**

This fee proposal is valid for a period of 90 days from the date noted below

URS CORPORATION

Russ Stuart, PE, Project Manager

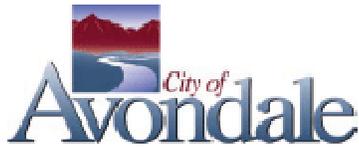
8/27/12

DATE

Phoenix International Raceway Lift Station Wall Design

Estimated Person Hours

	Project Principal	Project Manager	Senior Project Engineer	Senior Landscape Architect	Project Engineer	Designer /CADD	Clerical/ Admin	Total Hours	Total Fee
Hourly Rate:	\$201.40	\$154.97	\$153.54	\$105.79	\$95.72	\$86.87	\$70.49		
Task 1: Wall Structural Design									
Wall and footing design			12		24			36	\$4,139.76
Fence design			8		16			24	\$2,759.84
QA/QC			12					12	\$1,842.48
Total Task 1:	0	0	32	0	40	0	0	72	\$8,742.08
Task 2: Construction Documents									
Coordination with Brown & Caldwell		4						4	\$619.88
Aesthetic wall elevations (2 sheets)				16	4	16		36	\$3,465.44
Aesthetic panel details (1 sheet)			8	16		16		40	\$4,310.88
Wall, footing and gate details (1 sheet)			8		24	32		64	\$6,305.44
Steel fence details (1 sheet)			8		16	24		48	\$4,844.72
Special provisions		24						24	\$3,719.28
QA/QC	4	32						36	\$5,764.64
Total Task 2:	4	60	24	32	44	88	0	252	\$29,030.28
Task 3: Post-Design									
Review rebar shop drawings		2	4		4			10	\$1,306.98
Review steel fence shop drawings		2	4		4			10	\$1,306.98
Review rolling gate shop drawings		2	8					10	\$1,538.26
Review aesthetic panel shop drawings		2	4	4				10	\$1,347.26
Respond to contractor questions and information requests		8						8	\$1,239.76
Observe installation of fence sleeves into masonry bond beam			8					8	\$1,228.32
Observe assembly of steel framing and expanded metal mesh			8					8	\$1,228.32
Total Task 3:	0	16	36	4	8	0	0	64	\$9,195.88
Task 4: Project Administration	2	16					8	26	\$3,446.24
Total Task 4:	2	16	0	0	0	0	8	26	\$3,446.24
Totals	6	92	92	36	92	88	8	414	\$50,414.48



CITY COUNCIL REPORT

SUBJECT:

Fourth Amendment to Subscription Agreement -
Zonar Systems, Inc.

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council approve the fourth amendment to the Subscription Agreement between the City of Avondale and Zonar Systems, Inc. for a maximum aggregate amount not to exceed \$75,000, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

In 2009 the City of Avondale entered into a subscription agreement with Zonar Systems to provide Electronic Vehicle Inspection Reporting Systems (EVIR) and Global Positioning Systems (GPS). The agreement provides for the purchase of necessary equipment and a web based service, which provides staff access to real-time data collected and stored by the system.

DISCUSSION:

The City currently has a total of sixty-five GPS systems installed in vehicles throughout the fleet, including refuse vehicles, heavy and medium duty work trucks and administrative/light duty use vehicles. The GPS system is a management tool that staff utilizes to track and manage the fleet on a day-to-day basis.

Thirty-five of the vehicles are also equipped with the EVIR systems. This is an electronic pre-trip and post-trip inspection system. This system allows staff to closely monitor inspections, sends defect data directly to the fleet shop, stores all the data and provides reports for management analysis.

Staff seeks approval to amend the agreement to extend the term through September of 2013, and allow for two additional one-year extensions, subject to the terms and conditions of the agreement.

BUDGETARY IMPACT:

Under the renewal agreement the cost for the service is:

\$16.99 per month per GPS unit installed

\$6.00 per month per EVIR unit installed

Staff also anticipates the need for additional units as vehicles are added and has included funds to purchase them within the contract amount. This Fourth Amendment will authorize the expenditure of an amount not to exceed \$25,000 per fiscal year, with an aggregate amount not to exceed \$75,000, subject to availability and appropriation of funds. Operating and new equipment funds are included in the approved operating budgets of those departments utilizing the service.

RECOMMENDATION:

Staff recommends that the City Council approve the fourth amendment to the Subscription Agreement between the City of Avondale and Zonar Systems, Inc. for a maximum aggregate amount not to exceed \$75,000, and authorize the Mayor or the City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Agreement](#)

**FOURTH AMENDMENT
TO
SUBSCRIPTION AGREEMENT
BETWEEN
ZONAR SYSTEMS, INC.
AND
THE CITY OF AVONDALE**

THIS FOURTH AMENDMENT TO SUBSCRIPTION AGREEMENT (this "Fourth Amendment") is entered into as of September 10, 2012, between Zonar Systems, Inc., a Washington corporation ("Zonar"), and the City of Avondale, an Arizona municipal corporation (the "Subscriber").

RECITALS

A. Zonar and the Subscriber entered into a Subscription Agreement and Addendum to the Subscription Agreement and EULA dated June 9, 2009, as amended by (i) that certain First Amendment dated March 8, 2011, (ii) that certain Second Amendment dated April 12, 2011, and (iii) that certain Third Amendment dated March 16, 2012 (collectively, the "Agreement") for Zonar to provide to the Subscriber GPS and related devices, associated software and a license for the Subscriber to utilize such software.

B. The Subscriber has determined that it is necessary to amend the Agreement to (i) purchase annual service for the GPS and related devices and associated software (the "Additional Services") and (ii) purchase additional equipment on an as-required basis as more particularly set forth in Section 2 below (the "Additional Equipment").

C. Zonar and the Subscriber desire to enter into this Fourth Amendment for the Subscriber to (i) extend the term of the Agreement, (ii) provide for possible renewal terms if approved by the Subscriber, (iii) purchase the Additional Services and Additional Equipment and (iv) provide compensation to Zonar for the Additional Services and Additional Equipment.

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, Zonar and the Subscriber hereby agree as follows:

1. Term. The term of the Agreement is hereby extended and shall remain in full force and effect until September 9, 2013 (the "Initial Term"), unless terminated as otherwise provided pursuant to the terms and conditions of the Agreement. After the expiration of the Initial Term, the Agreement may be renewed for up to two successive one-year terms (each a "Renewal Term") if (i) it is deemed in the best interests of the Subscriber, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) at least 30 days prior to the end of the then-current term of the Agreement, Zonar requests, in writing, to extend the Agreement for an additional one-year term and (iii) the Subscriber approves the additional one-year term in writing (including any price adjustments approved as part of the Agreement), as

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

2. Scope of Work.

2.1 Additional Services. Zonar shall provide the Additional Services under the terms and conditions of the Agreement, and as set forth in Quotation No. Q131131, attached hereto as Exhibit 1 and incorporated herein by reference.

2.2 Additional Equipment. This is an indefinite quantity and indefinite delivery Agreement for Additional Equipment. The Subscriber does not guarantee any minimum or maximum number of purchases will be made pursuant to the Agreement. Purchases will only be made when the Subscriber identifies a need and proper authorization and documentation have been approved. For purchase(s) determined by Subscriber to be appropriate for the Agreement, Zonar shall provide the Additional Equipment to Subscriber 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 materials to be delivered (each, a "Materials Order"). Each Materials Order approved and accepted by the parties pursuant to the Agreement shall (i) contain a reference to the Agreement and (ii) be attached hereto as Exhibit 2 and incorporated herein by reference. Materials Orders submitted without referencing the Agreement will be subject to rejection. By signing the Agreement, Zonar acknowledges and agrees that Materials Order(s) containing unauthorized exceptions, conditions, limitations, or provisions in conflict with the terms of the Agreement, other than Subscriber's project-specific requirements, are hereby expressly declared void and shall be of no force and effect.

A. Inspection; Acceptance. The Additional Equipment is subject to final inspection and acceptance by the Subscriber. Additional Equipment failing to conform to the requirements of the Agreement will be held at Zonar's risk and may be returned to Zonar. If so returned, all costs are the responsibility of Zonar. Upon discovery of non-conforming Additional Equipment, the Subscriber may elect to do any or either of the following by written notice to Zonar: (A) waive the non-conformance or (B) bring the Additional Equipment into compliance and withhold the cost of same from any payments due to Zonar.

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

3. Compensation. The Subscriber shall pay Zonar for the Initial Term and for each subsequent Renewal Term, if any, an annual aggregate amount not to exceed \$25,000.00 for the Additional Services at the unit rates as set forth in the Quotation, attached hereto as Exhibit 1, and for the Additional Equipment as set forth in Materials Orders, to be attached hereto as Exhibit 2. The maximum aggregate amount for the Term shall not exceed \$75,000.00.

4. Information Technology.

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

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

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

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

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

4.6 Survival. The obligations of Zonar under this Section shall survive the termination of the Agreement.

5. 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.

6. Non-Default. By executing this Fourth Amendment, Zonar affirmatively asserts that (i) the Subscriber 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.

7. Conflict of Interest. This Fourth Amendment and the Agreement may be canceled by the Subscriber 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.

“Subscriber”

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)

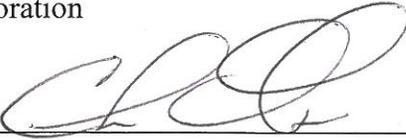
This instrument was acknowledged before me on _____, 2012, by Charles P. McClendon, the City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, on behalf of the City of Avondale.

Notary Public in and for the State of Arizona

(affix notary seal here)

“Zonar”

ZONAR SYSTEMS, INC., a Washington corporation

By: 

Name: Chris Oliver

Title: VP of Sales and Marketing

(ACKNOWLEDGMENT)

STATE OF Washington)

) ss.

COUNTY OF KING)

This instrument was acknowledged before me on September 4, 2012, by Chris Oliver, as VP of Sales and Marketing of Zonar Systems, Inc., a Washington corporation, on behalf of the corporation.





Notary Public in and for the State of Washington

EXHIBIT 1
TO
FOURTH AMENDMENT
TO
SUBSCRIPTION AGREEMENT
BETWEEN
ZONAR SYSTEMS, INC.
AND
THE CITY OF AVONDALE

[Quotation No. Q131131] See

following page.



INSPECT • TRACK • KNOW

18200 Cascade Ave S
Seattle, WA 98188
www.zonarsystems.com

Voice: 206.878.2459

Fax: 206.878.3082

QUOTATION

Quote Number:
Q131131

Quote Date:
07/11/12

Page:
1

Quoted To:
Avondale, City Of
Attn: Accounts Payable
11465 W Civic Center Dr
Ste 290
Avondale, AZ 85323-6809

Customer ID	Good Thru	Payment Terms	SalesPerson
AVO0617	08/10/12	Net 30 Days	Robert L Cohill

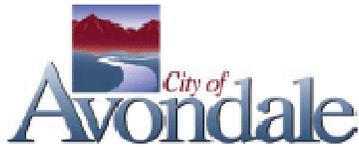
Order Qty	Item	Description	Unit Price	Discount %	Extension
		3 Year Contract Option			
65	S40003A-3	Annual Light Duty Package Service	203.88		13,252.20
30	S40005A-3	Annual CSA Inspection Package Svc	72.00		2,160.00
		Three Year Contract Required Early Termination Fees Apply			

Subtotal:	15,412.20
Total Sales Tax:	0.00
Total:	15,412.20

EXHIBIT 2
TO
FOURTH AMENDMENT
TO
SUBSCRIPTION AGREEMENT
BETWEEN
ZONAR SYSTEMS, INC.
AND
THE CITY OF AVONDALE

[Materials Orders]

See following page(s) (to be attached subsequent to execution).



CITY COUNCIL REPORT

SUBJECT:

Resolution 3067-912 - Intergovernmental Agreement - Agua Fria Union High School for a School Resource Officer

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer (SRO) during the 2012/2013 school year.

BACKGROUND:

In recent years the population increase in Avondale has revealed school safety issues that has identified the benefit/need to maintain an SRO in the high schools located in Avondale. In 1994 the City of Avondale began to actively pursue alternative funding for the SRO program. Eventually, the School Districts and the City of Avondale made State and Federal grant requests to fund the SRO's.

In October 2004, the concept of splitting the costs of an SRO with the respective Avondale School District was presented to the Avondale City Council and approved, in concept, in order to fund all future SRO's when grant funding is no longer available. This concept has also been approved by the Agua Fria Union High School District.

The proposed IGA establishes a funding agreement for the school year from July 01, 2012, through June 30, 2013, for Agua Fria High School and provides direction, supervision and management of the assigned SRO. The SRO program continues the partnership between the police department and Agua Fria High School. The SRO will work with school staff to coordinate a variety of law enforcement related topics including criminal law, traffic law and constitutional law. The SRO will provide a positive police role model for the students as well as serving as a security advisor to school administrators. The police department enjoys the benefit of having an SRO assigned to the school who can field most calls for service that would normally be handled by a patrol officer. Further, the SRO conducts follow up on criminal investigations involving the students attending Agua Fria High School, which provides relief to officers who would otherwise handle follow up investigations.

BUDGETARY IMPACT:

The Agua Fria Union High School District has committed financially to fund half of the assigned SRO's salary, benefits, and school related overtime during the school year at Agua Fria Union High School. The cost sharing between the two entities is as follows:

- Total yearly salary and ERE for the assigned SRO at Agua Fria High School \$77,460.
- Assuming a ten month school year, the cost to Agua Fria High School would be \$32,275.
- The City's cost would be \$45,185 for Agua Fria High School as the City of Avondale will pay half of the SRO's total salary and ERE, and two months of salary when school is out of session.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an Intergovernmental Agreement between the Agua Fria Union High School District #216 and the City of Avondale to share the cost of providing a School Resource Officer during the school year at an annual cost to the City of \$45,185 and to Agua Fria High School of \$32,275 and authorize the Mayor or City Manager and City Clerk to execute the necessary documents

ATTACHMENTS:

Click to download

[Resolution 3067-912](#)

RESOLUTION NO. 3067-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216 RELATING TO SCHOOL RESOURCE OFFICER SERVICES FOR AGUA FRIA HIGH SCHOOL.

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

SECTION 1. The Intergovernmental Agreement with Agua Fria Union High School District No. 216 relating to school resource officer services for Agua Fria High School (the "Agreement") is hereby approved in substantially the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to 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, September 10, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3067-912

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into as of September 10, 2012, between the City of Avondale, an Arizona municipal corporation (the "City") and the Agua Fria Union High School District No. 216, an Arizona school district (the "District").

RECITALS

A. The District has funding available through its maintenance and operations budget to fund school resource officer services ("SRO Services") for Agua Fria High School.

B. The City has funding available through its operating budget to provide the District with trained, certified police officers capable of performing the SRO Services for the District.

C. The City and the District desire to enter into an agreement whereby the City will provide sworn, certified police officers to serve as school resource officers (each, an "SRO") to provide SRO Services at Agua Fria High School.

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

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

AGREEMENT

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

SECTION I - OBLIGATIONS OF THE CITY

1.1 Services to be Provided.

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

B. The Avondale Police Officer performing SRO Services shall fulfill his or her duties as a sworn law enforcement officer for the State of Arizona. The SRO may be temporarily assigned to duties other than SRO Services during school times when deemed necessary by the Avondale Police Chief, in his sole discretion.

C. The SRO will assist the Dean of Students with preparation of an annual performance evaluation based upon requirements of the Arizona Department of Education (the "ADE") and the District. The SRO shall also provide a monthly recap of law-related education (as more fully described in the Avondale Police Department SRO Program, attached hereto as Exhibit A and incorporated herein by reference), law enforcement activity and time on campus to the Dean of Students.

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

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

F. The roles and responsibilities of the City and the District with respect to the SRO Services shall be as set forth in the Avondale Police Department SRO Program, attached hereto as Exhibit A.

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

SECTION II - OBLIGATIONS OF THE DISTRICT

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

A. The District shall pay 50% of the costs associated with SRO Services received on an hourly, per diem (hourly pay rate plus actual cost of employer-paid benefits) basis for the ten-month period covering the school year; the City shall pay 100% of the SRO's costs during the two-month summer break and any other school breaks or school observed holidays or vacations during which the City assigns the SRO to City-related duties. The SRO's time spent at Agua Fria High School, including all overtime, must be substantiated by time cards and approved by the high school's Dean of Students. The District shall pay 100% of any SRO overtime worked on school-related investigations. The SRO must seek approval from the appropriate Avondale Police Department supervisor before working on school-related overtime. The District

will not pay for any SRO Services for week-long school breaks in October, December, January and March, nor for any personal vacations taken by an SRO nor for any sick leave incurred by an SRO.

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

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

2.3 SRO-Related Training. The District shall pay \$500.00 during the term of this Agreement toward the annual conference costs for each of the SROs that provide SRO Services to receive and maintain certification by the National Association of School Resource Organizations.

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

SECTION III - GENERAL TERMS AND CONDITIONS

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

3.2 Term. The term of this Agreement shall be for one year from July 1, 2012 until June 30, 2013, unless sooner terminated by the parties hereto pursuant to subsection 3.6 below.

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

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

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

3.6 Termination. Either party may terminate this Agreement upon 30 days' written notice to the other party at the addresses indicated below. The City may terminate this Agreement by giving ten days' written notice to the District for failure to make reimbursements upon the dates as required in this Agreement and the District's failure to make such payments within five days of such notice. In any event, this Agreement shall be deemed terminated no later than the effective date of any resolution adopted by the City to withdraw from this Agreement. At the time of termination, the City shall invoice the District for all SRO Services provided to that date, which the District shall pay invoices within 30 days thereafter. The District has the right to terminate this Agreement immediately should the ADE state funding not be appropriated for any reason.

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

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

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

If to the District: Agua Fria Union High School District
1481 North Eliseo Felix Jr. Way, Suite 110
Avondale, Arizona 85323
Attn: Dr. Dennis Runyan, Superintendent

With a copy to: Udall Shumway, PLC
1138 North Alma School Road, Suite 101
Mesa, Arizona 85201
Attn: Denise Lowell-Britt, Esq.

or at such other address, and to the attention of such other person or officer, as any party may designate in writing by notice duly given pursuant to this subsection. Notices shall be deemed received (A) when delivered to the party, (B) three business days after being placed in the U.S. Mail, properly addressed, with sufficient postage or (C) the following business day after being given to a recognized overnight delivery service, with the person giving the notice paying all

required charges and instructing the delivery service to deliver on the following business day. If a copy of a notice is also given to a party's counsel or other recipient, the provisions above governing the date on which a notice is deemed to have been received by a party shall mean and refer to the date on which the party, and not its counsel or other recipient to which a copy of the notice may be sent, is deemed to have received the notice.

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

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

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

3.11 Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona, and suit pertaining to this Agreement may be brought only in courts in Maricopa County, Arizona.

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

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

"All employees are hereby further notified that they may be required to work under the jurisdiction or control or within the jurisdictional

boundaries of another public agency pursuant to an intergovernmental agreement or contract, and under such circumstances they are deemed by the laws of Arizona to be employees of both public agencies for the purposes of worker's compensation.”

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

3.15 Non-Discrimination. Both parties agree to comply with all applicable provisions of state and federal laws and regulations, including the Americans with Disabilities Act and Executive Order 99-4 and 2009-09, which are incorporated herein by reference, mandating non-discrimination and requiring that all persons, regardless of race, religion, sex, age, national origin or political affiliation shall have equal access to employment opportunity.

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

3.17 Sudan/Iran. Pursuant to ARIZ. REV. STAT. §§ 35-391, *et seq.* and 35-393, *et seq.*, the parties hereby warrant, and represent to each other that the parties and the parties' subcontractors do not have, and will not have, a scrutinized business operation in either Sudan or Iran during the term of this Agreement.

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

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

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

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

“City”

“District”

CITY OF AVONDALE, an Arizona
municipal corporation

AGUA FRIA UNION HIGH SCHOOL
DISTRICT NO. 216, an Arizona school district

By: _____
Marie Lopez Rogers, Mayor

By: _____
Dr. Dennis Runyan, Superintendent

Date: _____

Date: _____

ATTEST:

Carmen Martinez, City Clerk

In accordance with the requirements of ARIZ. REV. STAT. § 11-952(D), the undersigned attorneys acknowledge that (i) they have reviewed the above Agreement on behalf of their respective clients and 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.

Denise Lowell-Britt, Attorney for the District

Andrew J. McGuire, Attorney for the City

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
BETWEEN
AGUA FRIA UNION HIGH SCHOOL DISTRICT NO. 216
AND
THE CITY OF AVONDALE
FOR
SCHOOL RESOURCE OFFICER SERVICES

[Avondale Police Department SRO Program]

See following pages.

AVONDALE POLICE DEPARTMENT SRO PROGRAM

I. Introduction.

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

II. Mission and Values.

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

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

B. Values:

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

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

3. **Diversity:** We support an organization that contains employees from various backgrounds which helps to improve how we relate to the various cultures in our community. Most importantly, we look for the strength of diversity in the employees we hire which goes beyond exterior diversity and includes the ability to look past our differences and recognize being different is actually a strength.

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

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

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

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

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

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

10. Mindset: All members of the Avondale Police Department should be open to changing their mindset to understand the changing needs of our community. The mindset of Avondale police employees must adapt to change, to improve service and support the community. Avondale police employees will strive to develop working partnerships with the community in order to jointly resolve community concerns. We will accomplish this by constantly changing our way of thinking, policing, and communicating with the people we “serve with honor.”

11. Wellness: The Avondale Police Department encourages all employees to maintain personal wellness through positive practices that enhance all human dimensions: Spiritual, Mental, Physical and Emotional.

III. Goals.

A. To reduce incidents of school violence:

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

B. Reduction of criminal offenses committed by students.

1. Provide law-related education (“LRE”) counseling to students and parents to educate them regarding the law and consequences of violating the law.

C. Establish positive rapport with students and parents.

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

D. Establish positive rapport with teachers, staff and administrators.

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

IV. Organizational Structure.

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

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

V. Procedures.

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

- SROs are first and foremost police officers and shall be responsible for carrying out all duties and responsibilities of a police officer in the City of Avondale and shall at all times remain under the command and control of the Avondale Police Department.
- SROs shall not enforce any school or district rules.
- SROs are not disciplinarians and shall not assume this role under any circumstances.
- SROs report directly to an Avondale Police Supervisor for all activities.
- SROs will not involve themselves with Agua Fria High School administrative matters that are not criminal offenses.
- SROs are not formal counselors, and will not act as such; however, they are to be used as a law-related resource to assist students, staff and all persons involved with Agua Fria High School.
- SROs will present varied topics to students to better inform them of their rights and expectations as citizens as well as consequences for violating laws. The SROs are not certified teachers and therefore should present in classrooms with a teacher present at all times.

VI. SRO Selection.

A. Recommended Qualifications:

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

B. SRO Duties Include:

- Establish liaison with school administrators, staff, students, and parents.
- Inform students of their rights and responsibilities as lawful citizens through presentation of law-related education in the classroom.
- Network with community agencies that may or do provide services to the school.
- Act as a resource in the investigation of school-related criminal activities

- Participate in the Parent-Teacher association as requested.
- Participate in campus activities, student organizations, and athletic events when feasible and appropriate.
- Provided a visible deterrence to crime while presenting a positive impression of a law enforcement officer.
- Investigate criminal offenses occurring on campus.
- Conduct follow-up of assigned criminal cases.
- Conduct interviews, interrogations and make arrests when necessary.
- Provide information when requested to students, parents, and staff in law-related situations.
- Maintain tracking system of statistical information required by supervisor and school administration.

VII. SRO Role.

The School Resource Officer has three basic roles:

A. Law Enforcement Officer:

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

B. Law-Related Educator:

1. The SRO should collaborate with classroom teachers to engage teachers to integrate law-related education into their curriculum. The teacher must be present in the classroom during LRE instruction.
2. The SRO must keep an activity log that tracks LRE classroom instruction hours and law enforcement or probation activity. Situations that take an officer off his or her assigned campus must be logged. This data must be shared with the school administrator and agency supervisor. The

following data will be tracked and provided to the Agua Fria High School Principal or designee:

- a. Total hours of LRE classroom instruction
- b. LRE topic and law enforcement
- c. Teacher name and subject of each class where an LRE lesson is taught
- d. Total hours of Law Enforcement/Probation activity
- e. Time spent per LRE lesson
- f. Total time spent off campus

C. Positive Role Model:

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

VIII. SRO Supervisor Role:

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

- Communicate to staff, and carry out the philosophy and goal of the City of Avondale SRO Program.
- Attend SRO Program management training for supervisors.
- Conduct ongoing visits to schools under where an Avondale SRO is assigned.
- Ensures the SRO keep an activity log that tracks LRE classroom instruction hours, the topic of each LRE class and law enforcement or probation activity and situations that take an officer off his or her assigned campus.
- Motivate officers and provide positive reinforcement recognizing excellent performance.
- Review all investigations by assigned SROs for accuracy, thoroughness and proper procedures.
- Supervise and monitor performance of SROs, including confronting performance deficiencies and providing documentation and plan for improvement.
- Thoroughly investigate and document allegations of SRO misconduct.

- Regularly brief their Chain of Command on any unusual incidents at Avondale Schools.
- Ensure SROs conduct timely, professional and thorough investigations of criminal activity on school campuses.
- Conduct one supervisory follow-up of a criminal investigation per SRO per semester. Includes a written evaluation and assessment of the SRO's performance.
- Meet collectively with SROs once a month for training, policy review, and collaboration.
- Provide School Principal or designee with a monthly recap of SRO activities to include number of LRE hours, time off campus and law enforcement activity.
- Meet with or talk on the telephone with principal of schools that have SROs, once a month to discuss SRO performance and law enforcement-related issues.

IX. School District Role:

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

A. District Level:

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

B. Building Level Administration:

1. Supports and communicates the SRO Program philosophy to all staff, students and parents on their campus.
2. Promotes the integration of law-related education into the classrooms.
3. Understands and agrees to the SRO Program guidelines.
4. Ensures a teacher is present in the classroom at all times during LRE instruction.
5. Introduces the officer to staff and students.
6. Develops a collaborative relationship with the SRO while allowing the officer to function independently. The officer serves as a resource to the students and staff.
7. Meets with the SRO before the first day of duty to review the Intergovernmental Agreement, school operational procedures and specifics of the SRO Program on campus.
8. Monitors the SRO Program's implementation process and meets with the SRO on a regular schedule.
9. Directs staff development of teachers and SRO involved in the delivery of LRE.
10. Provides a semi-annual evaluation of the SRO relating to his or her role as an SRO.

C. Teacher:

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

X. The Performance Evaluation

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

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

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

XI. Law-Related Education (LRE)¹

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

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

1. Promotes critical, analytical and problem-solving skills.
2. Actively involves students, teachers and the community.
3. Increases students' knowledge base of the law, making them better informed citizens and consumers.

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

4. Demonstrates constructive ways to resolve conflict and can reduce violence and discipline problems in schools.
5. Discourages delinquent behavior and encourages positive behavior.
6. Promotes positive self-image in students.
7. Encourages students to respect rules, laws, and persons in authority when exposed to a “balanced” view of “democratic” society.

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

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

In primary grades, students might consider a rule they don’t like, explore why it was made, examine, the consequence for breaking it, and discover who acts as judge when the rule is broken. They might evaluate existing or hypothetical rules to determine whether or not they are clear, consistent, fair, and enforceable. They could listen to and analyze rules issues in stories and they could create and enforce their own set of classroom rules. Intermediate students might role-play as a law enforcement officer encountering a criminal dilemma. They might work in cooperative groups to offer solutions to problems that arise when a law is too general or vague. Older students might use the case study method of analysis to examine legal conflicts throughout history. Information from this exercise could then be applied to current dilemmas. Simulations of trials, known as mock trials or moot court, legislative hearings, constitutional conventions, police procedures, role playing, conflict resolution, mediation, formal and informal debate, cooperative group problem-solving, outside speakers, from the legal community typify LRE classes at all levels.

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

One of the cornerstones of LRE is the use of outside resources: school safety officers, attorneys, and other legal professionals. These resource people visit classrooms regularly, provide insight into how and why the system operates the way it does, and develops on-going positive, non-adversarial relationships with students in the class. Though typically not

individualized as in mentoring, these relationships often hold meaning for the students and provide an opportunity for them to develop bonds or attachment with representatives of “the system.”

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

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

WEBSITES

Arizona Department of Education

www.ade.az.gov

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

Arizona Foundation for Legal Services and Education

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

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

Law For Kids

www.lawforkids.org

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

Arizona Prevention Resource Center (APRC)

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

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

Join Together ONLINE

<http://www.drugfree.org/join-together>

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

Keep Schools Safe

www.keepschoolssafe.org

A collection of resources to help make schools safer.

National Association of School Resource Officers (NASRO)

www.nasro.org

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

Arizona School Resource Officers Association (ASROA)

www.asroa.org

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

National Dropout Prevention Center

www.dropoutprevention.org

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

National Resource Center for Safe Schools

www.nwrel.org

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

National School Safety Center

www.nssc1.org

Clearinghouse for school safety information.

National Youth Gang Center

www.iir.com/nygc

Provides information about gangs and effective responses to them.

Office of Juvenile Justice and Delinquency Prevention

www.ojjdp.gov

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

Constitutional Rights Foundation (CRF)

www.crf-usa.org

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

National Law-Related Education Resource Center (NLRC)

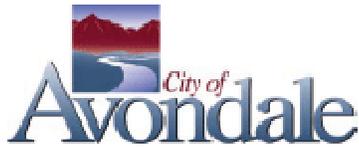
www.abanet.org

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

Street Law, Inc.

www.streetlaw.org

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



CITY COUNCIL REPORT

SUBJECT:

Resolution 3068-912 - Intergovernmental Agreement with the City of Glendale to Provide Security at the UOP Stadium

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a Resolution approving an Intergovernmental Agreement (IGA) between the City of Avondale and the City of Glendale to provide security services for the University of Phoenix Stadium in Glendale and to authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

DISCUSSION:

In the fall of 2006, the City of Glendale began hosting special events in their newly completed football stadium. In order to provide security and traffic control, the City of Glendale has requested the assistance of numerous Valley cities, including Avondale, to participate in an IGA for this purpose. The Avondale Police Department supports this request and recommends Council approve this IGA.

All officers working these special events will be compensated by the City of Glendale while working on their scheduled time off and they are only permitted to work when there is no conflict with special events or operational issues in their respective cities.

BUDGETARY IMPACT:

There is no budgetary impact since participating employees will be compensated by the City of Glendale.

RECOMMENDATION:

Staff recommends that the City Council adopt a Resolution approving an Intergovernmental Agreement (IGA) between the City of Avondale and the City of Glendale to provide security services for the University of Phoenix Stadium in Glendale and to authorize the Mayor or City Manager and the City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Resolution 3068-912](#)

RESOLUTION NO. 3068-912

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF GLENDALE RELATING TO PROFESSIONAL LAW ENFORCEMENT AND SECURITY SERVICES WITH RESPECT TO THE UNIVERSITY OF PHOENIX STADIUM.

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

SECTION 1. The Intergovernmental Agreement with the City of Glendale relating to professional law enforcement and security services with respect to the University of Phoenix Stadium (the "Agreement") is hereby approved substantially in the form attached hereto as Exhibit A and incorporated herein by reference.

SECTION 2. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to cause the execution of the 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, September 10, 2012.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3068-912

[Agreement]

See following pages.

CITY CLERK ORIGINAL

C-8016
05/08/2012

INTERGOVERNMENTAL AGREEMENT BETWEEN CITY OF GLENDALE AND CITY OF AVONDALE

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of Avondale ("Avondale"), collectively known herein as the "parties" and individually as a "party".

RECITALS

- A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and
- B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority (the "AZSTA"); and
- C. Global Spectrum has the need for qualified personnel to provide law enforcement and security services at the Stadium; and
- D. The parties desire to participate in providing law enforcement and security services to Global Spectrum for the Stadium by making available Avondale Police Department ("APD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.
- E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the APD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 Avondale acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to events.
 - 2.3 Avondale agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for events; however, Glendale will provide information regarding staffing decisions to Avondale as soon as it becomes available.

3. Assigned Personnel

- 3.1 Avondale shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at events (hereinafter referred to as “Assigned Officers”).
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify the Assigned Officers are “at will” temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with Avondale prior to terminating any Assigned Officer.
- 3.2 While working an event, the Assigned Officers must wear uniforms approved by APD, and the Assigned Officers may carry other equipment authorized by APD.
- 3.3 When working an event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer shall also all times also be an employee of APD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing worker’s compensation insurance as set forth below.
 - a. Assigned Officers’ compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.
 - b. Glendale shall provide the workers’ compensation coverage and liability coverage in such amounts and under the same terms and conditions as other sworn, full-time GPD employees.
 - c. Except for worker’s compensation and liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.

- 4.3 Glendale shall make available to the APD information about the hours worked by Assigned Officers not later than seven days following each event to enable APD to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 The parties affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 Glendale shall indemnify, defend, save and hold harmless Avondale, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") for, 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 acts or willful misconduct of the Assigned Officers.
- 5.2 Glendale's indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such Indemnitee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against Avondale, its officers, officials, agents and employees for losses arising from the work performed by Avondale's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an event or any activities carried out under this agreement will be coordinated by Glendale in cooperation with Avondale but, except as provided below, no unilateral media releases will be distributed by Avondale without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an event or any activities carrying out this agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of APD's Assigned Officer, APD will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, Avondale agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, Avondale's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.

7.2 Glendale and Avondale agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

8.1 This Agreement will be effective as to Avondale immediately upon the approval and execution by Glendale and Avondale and shall remain in full force and effect until February 15, 2015.

8.2 This Agreement may be executed in counterparts.

8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.

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

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

9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.

9.5 Termination. Avondale may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving Avondale not less than sixty (60) days prior written notice.

9.6 Dispute Resolution. In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. In the event the parties cannot settle the dispute, the GPD Chief of Police shall have the final authority to decide the dispute, claim, question or disagreement.

9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.

9.9 Further Acts. Each party 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.

9.10 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.

10.2 The parties warrant that they have registered with and participate with E-Verify.

10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above. Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.

10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Sudan and Iran

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

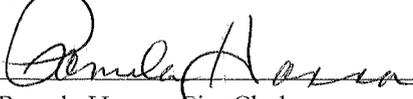
[signatures appear on the following pages]

CITY OF GLENDALE



Ed Beasley, City Manager

ATTEST:



Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Avondale is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:



Craig Tindall, City Attorney

CITY OF AVONDALE

BY: _____
MAYOR

DATE: _____

ATTEST:

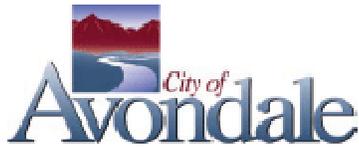
CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of Avondale is in proper form and is within the powers and authority of the City of Avondale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

CITY ATTORNEY



CITY COUNCIL REPORT

SUBJECT:

Contract Award - Keller Electrical Industries, Inc.

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize pump, motor, electrical support, repairs, overhaul, and replacement services from Keller Electrical Industries for a maximum aggregate amount not to exceed \$1,300,000.00 with multiple city department users, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The City has various pumps, motors, electrical gear and equipment at the water production facilities, sewer collection lift stations, water reclamation plant and other city facilities for which we need to have performed by an outside vendor both preventative and corrective maintenance activities. There is also the need to have unexpected repairs, electrical work, and maintenance performed at these sites, as failures do occur during normal operations. By having a contract in place with an outside contractor, our safety, troubleshooting, and repair needs can be met at the water production, collections and treatment sites over a range of potential water and wastewater issues, where returning a pump, motor, or electrical device back into service as quickly as possible is paramount to providing reliable service to the city residents and ensuring effective treatment. Keller Electric Industries offers the preventative and corrective maintenance services that are needed, and their services will also be used to optimize the operations and maintenance of our water production facilities, sewer collection lift stations, and water reclamation facility.

DISCUSSION:

The Public Works Department has previously secured a piggyback contract with Keller Electric Industries to provide only water production well pump/motor repairs, overhauls and replacements as needed. The water resources staff has determined that there is still the need to have electrical troubleshooting, repairs and replacement services provided at the lift stations, treatment facility, as well as the water production sites, and facilities, under a more general electrical contract. The competitive bid process was selected in order to award multiple vendors a contract for these services.

BID PROCESS:

The bid announcement for Electrical Services, PW12-055, was advertised in the West Valley View on July 17, 2012 and July 24, 2012. Invitation for bids was also posted in the Arizona Business Gazette on July 12, 2012. The bid opening was held on August 2, 2012. Keller Electric Industries was the successful bid provider for services provided to pumps, motors, and electric support components and auxiliary controls.

BUDGETARY IMPACT:

The Public Works Water Resources Staff estimates \$250,000 annually, and Facilities Staff estimates \$10,000 annually, in expenditures for these types of repairs, overhauls, and replacement of equipment, for a cumulative total over the contract period not to exceed \$1,300,000.000, subject to budget approval. The funding for the work associated under this contract is available in the Water Production Budget: 501-9122-00-6740, Sewer Collections Budget: 503-9222-00-6780, Water Reclamation Facility Budget: 503-9230-00-6770, and Facilities Budget: 101-5420-00-6730.

RECOMMENDATION:

Staff is recommending that the City Council authorize a contract with Keller Electrical Industries for pump, motor, electrical support, repairs, overhaul, and replacement services in a maximum aggregate amount not to exceed \$1,300,000.00 with multiple City department users, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Bid Tab](#)

**City of Avondale
Bid Tabulation**

Solicitation No: PW 12-055

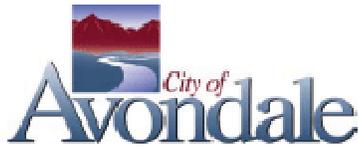
Solicitation Name: Electrical Services

Date Completed: 8/2/2012

Closing Date: Thursday, August 02, 2012 03:00 p.m. Arizona Local Time

				LE Ludvik Electrical	Keller Electric	AZ Pump & Equipment			
COPY				Supplier Name					
				Bid Method			DQ		
				Supplier Notes		Exception taken on Inspection/Testing			
				Bundled Bid					
				Shipping Fee					
				Delivery Days					
				Payment Terms					
Total				-	-	-	-		
Qty	Unit	Item No	Item Name	Price	Total	Price	Total	Price	Total
Pumps									
	Hour	1	Standard Service Regular Business Hour - 4 hour response time	95.00	-	55.00	-		
	Hour	2	Emergency (24/7) after hours call out charge	142.50	-	75.00	-		
	Hour	3	Weekend rate, 3 hour response time	142.50	-	75.00	-		
	Hour	4	Holiday rate, 3 hour response time	190.00	-	75.00	-		
	Hour	5	Shop repairs	95.00	-	55.00	-		
	Hour	6	Service Truck w/Electrician/Technician	75.00	-	85.00	-		
	Hour	7	Material, parts replacements, components percentage (%) markup	15%	-	n/a	N/A		
			Total Cost	-	-	-	-		
Electric Motors									
	Hour	1	Standard Service Regular Business Hour - 4 hour response time	95.00	-	55.00	-		
	Hour	2	Emergency (24/7) after hours call out charge	142.50	-	75.00	-		
	Hour	3	Weekend rate, 3 hour response time	142.50	-	75.00	-		
	Hour	4	Holiday rate, 3 hour response time	190.00	-	75.00	-		
	Hour	5	Shop repairs	95.00	-	55.00	-		
	Hour	6	Service Truck w/Electrician/Technician	75.00	-	55.00	-		
	Hour	7	Material, parts replacements, components percentage (%) markup	15%	-	12%	-		
			Total Cost	-	-	-	-		
Electrical Support Components and Auxiliary Controls									
	Hour	1	Standard Service Regular Business Hour - 4 hour response time	75.00	-	55.00	-		
	Hour	2	Emergency (24/7) after hours call out charge	112.50	-	75.00	-		
	Hour	3	Weekend rate, 3 hour response time	112.50	-	75.00	-		
	Hour	4	Holiday rate, 3 hour response time	150.00	-	75.00	-		
	Hour	5	Shop repairs	75.00	-	50.00	-		
	Hour	6	Service Truck w/Electrician/Technician	75.00	-	55.00	-		
	Hour	7	Material, parts replacements, components percentage (%) markup	15%	-	12%	-		
			Total Cost	-	-	-	-		
Inspection, Testing, Analysis									
	Hour	1	Electrical Engineer - Analysis	144.00	-	No Bid	N/A		
	Hour	2	Inspection/Testing, Field Engineer	127.00	-	No Bid	N/A		
			Total Cost	-	-	-	-		

COPY



CITY COUNCIL REPORT

SUBJECT:

Contract Award - Ludvik Electrical

MEETING DATE:

September 10, 2012

TO: Mayor and Council

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

THROUGH: Charlie McClendon, City Manager

PURPOSE:

Staff is requesting that the City Council authorize pump repairs, services, replacements, electrical inspection, testing, and analysis from Ludvik Electric Co. for a maximum aggregate amount not to exceed \$1,250,000.00 for multiple department users, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

The city has various of pumps, electrical switchgear and equipment at the water production facilities, sewer collection lift stations, and water reclamation facility for which we need to have performed by an outside vendor both preventative and corrective maintenance activities. There is also the need to have unexpected repairs, electrical work, and maintenance performed at these sites, as failures do occur during normal operations. Once services are performed on motor control centers or switchgear, ARC flash analysis inspection and testing, also needs to be performed. By having a contract in place with an outside contractor, our safety, troubleshooting, and repair needs can be met at the water production, collections and treatment sites over a range of potential water and wastewater issues, where returning a pump, switchgear, motor control center, or other electrical devices back into service as quick as possible is paramount to providing reliable service to the city residents and ensuring effective treatment. Ludvik Electric Co. offers the preventative and corrective maintenance services that are needed, and their services will also be used to optimize the operations and maintenance of our water production facilities, sewer collection lift stations, and water reclamation facility.

DISCUSSION:

The water resources staff has determined that there is the need to have pump services and replacements, as well as electrical inspection, testing, and analysis performed at the lift stations, treatment facility, as well as the water production sites, under a general electrical contract. The competitive bid process was selected in order to award multiple vendors a contract for these services.

BID PROCESS:

The bid announcement for Electrical Services, PW12-055, was advertised in the West Valley View on July 17, 2012 and July 24, 2012. Invitation for bids was also posted in the Arizona Business Gazette on July 12, 2012. The bid opening was held on August 2, 2012. Ludvik Electric Co. was the successful bid provider for pump services and replacements, as well as electrical inspection, testing, and analysis.

BUDGETARY IMPACT:

The Water Resources Staff estimates \$250,000 annually in expenditures for these types of repairs, overhauls, and replacement of equipment, for a cumulative total over the contract period not to exceed \$1,250,000.000, subject to budget approval. The funding for the work associated under this contract is available in the Water Production Budget: 501-9122-00-6740, Sewer Collections Budget: 503-9222-00-6780, and Water Reclamation Facility Budget: 503-9230-00-6770.

RECOMMENDATION:

Staff is recommending that the City Council authorize pump repairs, services, replacements, electrical inspection, testing, and analysis from Ludvik Electric Co. for a maximum aggregate amount not to exceed \$1,250,000.00 for multiple department users, and to authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Click to download

[Bid Tab](#)

**City of Avondale
Bid Tabulation**

Solicitation No: PW 12-055

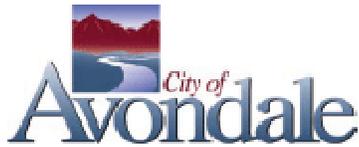
Solicitation Name: Electrical Services

Date Completed: 8/2/2012

Closing Date: Thursday, August 02, 2012 03:00 p.m. Arizona Local Time

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				Bundled Bid					
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				Payment Terms					
Total				-	-	-	-		
Qty	Unit	Item No	Item Name	Price	Total	Price	Total	Price	Total
Pumps									
	Hour	1	Standard Service Regular Business Hour - 4 hour response time	95.00	-	55.00	-		
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	Hour	5	Shop repairs	95.00	-	55.00	-		
	Hour	6	Service Truck w/Electrician/Technician	75.00	-	85.00	-		
	Hour	7	Material, parts replacements, components percentage (%) markup	15%	-	n/a	N/A		
			Total Cost	-	-	-	-		
Electric Motors									
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Inspection, Testing, Analysis									
	Hour	1	Electrical Engineer - Analysis	144.00	-	No Bid	N/A		
	Hour	2	Inspection/Testing, Field Engineer	127.00	-	No Bid	N/A		
			Total Cost	-	-	-	-		

COPY



CITY COUNCIL REPORT

SUBJECT:

Broadband Technology and Opportunities Program
Grant Update

MEETING DATE:

September 10, 2012

TO: Mayor and Council

FROM: Christopher Reams, Parks, Recreation and Libraries Director (623)333-2412

THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this presentation is to provide the City Council with an update on the Broadband Technology and Opportunities Program (BTOP). This report is for information only. No action is required for this item.

BACKGROUND:

The American Recovery and Reinvestment Act provided \$4.7 billion to the Department of Commerce's National Telecommunications and Information Administration (NTIA) for the BTOP program. The Arizona State Library Archives and Public Records Department is the administrator of the program and distributes the funds to participating municipalities.

The specific purpose of the grant funding is to provide job seekers and entrepreneurs with assistance, targeted resources and longer periods of uninterrupted computer time to complete job searches, resumes, and unemployment forms. Funding will also support small business development. Participant Libraries will utilize grant funded instructors to provide classes on resume building, online job searching and computer literacy. Participant libraries will also provide a dedicated space for program materials, classes, and other program support material.

The BTOP program is a two phase program. Phase I ensures sustainable community growth and provides a foundation for enhanced household and business broadband Internet services. Phase II addresses the increased demand by job-seekers on local libraries as a local resource where patrons can utilize internet access to search for jobs, apply to jobs, and obtain or improve job-related skills. The BTOP Grant award also consists of two component parts: Virtual Workforce Workstations (VWW) and Job Help Hubs (JHH).

The VWW includes one computer and a printer/scanner/copier dedicated to program participants. The grant also supplies paper, toner, folders, flash drives, earbuds, and other related office supplies as needed.

THE JHH includes: an 18 hour/week instructor who will teach computer and job seeking classes, assist job seekers one-on-one, and report statistics. The JHH also includes: ten patron laptops and 1 instructor laptop; a portable projector and screen; miscellaneous office supplies as needed; a wireless printer and modem; and the following software: Microsoft Office, McAfee, Deep Freeze.

DISCUSSION:

VWW's were awarded to 198 libraries in Arizona and JHH's were awarded to 28 libraries in Arizona, including, two tribal libraries and at least one library in each county. JHH's are developed differently in each county based on specific library programs, populations, and needs.

On December 1, 2011, the City of Avondale was awarded a BTOP grant in the amount of \$50,000. The Avondale program includes an instructor that will provide Avondale library patron assistance for a minimum of 12 hours per week. The instructor's time will be split evenly between the Civic Center and Sam Garcia Library Branches.

The Avondale Public Library Program is developed around five focus areas.

- Basic computer classes in English and Spanish
- Job Skills Workshops
- One-on-one appointments
- Open computer lab
- Support for the program, participants, and library staff

The BTOP program also promotes the following additional opportunities for job seekers.

- A dedicated area in the Civic Center Library that serves as a place to gather information.
- A one-stop research section of small business books and materials
- The promotion of other groups and programs that assist small business development (Gangplank-Avondale, Arizona Small Business Development Center, Maricopa Workforce Connection, Avondale Care First, Local School Districts, and Arizona Entrepreneur's Edge)

BUDGETARY IMPACT:

This report is for information only. There is no budgetary impact at this time.

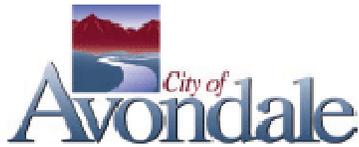
RECOMMENDATION:

This report is for information only. No action is required for this item.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
Education in Avondale

MEETING DATE:
September 10, 2012

TO: Mayor and Council
FROM: Gina Montes, Neighborhood & Family Services Director
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The purpose of this item is to discuss the state of education in Avondale and engage in a dialogue on how to support the schools, improve graduation rates and publicize school strengths.

BACKGROUND:

As a Kids At Hope city, Avondale City Councilmembers and the staff believe that all children are capable of success without exception. This commitment has resulted in an effort to support a culture and belief system that supports the success of all children. Since 2009, the City of Avondale has made Kids At Hope training available to the community. Several school districts have participated in that training and have adopted the Kids At Hope belief system. The Littleton Elementary and Avondale Elementary school districts joined Pendergast Elementary as Kids at Hope districts in recent years.

The quality of the educational system and perceptions of the school districts has a direct impact on the success of the community. The obvious impact concerns the preparation of children and youth to matriculate to colleges and universities and to enter the workforce. The education system also impacts the overall desirability of the community from a real estate and development perspective. The City Council seeks to take an active role in the educational system and has assigned liaisons to each school district in Avondale.

The Council will begin a dialogue with school district officials with the objective of understanding the strengths and opportunities within each district and also with the purpose of learning the best ways to partner with the schools, support their success and celebrate strengths.

DISCUSSION:

Over the next several months, a series of speakers from the school districts, charter schools and other stakeholder organizations will make presentations before the City Council and discuss the future prospects for Avondale schools. Superintendents from the six school districts within Avondale's boundaries have been invited to participate. This will be an opportunity to engage in a dialogue concerning how the City of Avondale can contribute to improving educational attainment and outcomes for Avondale's children and youth.

The first presentation will be from Expect More Arizona, a non-profit organization that exists to build statewide support a world-class education for all Arizona students. The organization aims to raise public awareness, educate, advocate and mobilize Arizonans to support five building blocks: 1) World Class Achievement; 2) Excellence for All; 3) Commitment to Innovation; 4) Strategic Investment; 5) Communities Working Together. Expect More Arizona has specific strategies and tools for all community members that work toward achieving the building blocks.

At the conclusion of the presentation series, the City will host an education summit to discuss specific collaborations and methods of supporting Avondale schools. Members of the community and stakeholders will be invited to join the discussion and contribute to the educational system.

BUDGETARY IMPACT:

This item has no impact on the budget, and no funds will be required to engage in a dialogue on education.

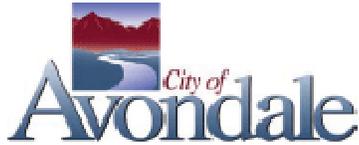
RECOMMENDATION:

This report is for information and discussion only.

ATTACHMENTS:

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No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
EXECUTIVE SESSION

MEETING DATE:
September 10, 2012

TO: Mayor and Council
FROM: Andrew McGuire, City Attorney (602) 257-7664
THROUGH: Charlie McClendon, City Manager

PURPOSE:

The Council may hold an executive session pursuant to (i) Ariz. Rev. Stat. § 38-431.03 (A)(7) for discussion or consultation with City representatives in order to consider its position and instruct its representatives regarding negotiations for the acquisition of real property for City use; and (ii) 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 (a) potential litigation in the Martinez matter, (b) potential litigation re tax matters and (c) contract discussions regarding water treatment operations.

ATTACHMENTS:

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No Attachments Available