

CITY COUNCIL AGENDA

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

WORK SESSION
April 21, 2014
6:00 PM

CALL TO ORDER BY MAYOR ROGERS

1 ROLL CALL BY THE CITY CLERK

2 MUNICIPAL SUSTAINABILITY PLAN (MSP)

City Council will receive information related to the Municipal Sustainability Plan and its development, including the complete MSP draft and the strategies, projects, and targets selected for implementation. For information, discussion and direction.

3 AVONDALE TRAFFIC SAFETY PROGRAM

City Council will receive an overview on the development of an Avondale Traffic Safety Program. For information and discussion only.

4 ADJOURNMENT

Respectfully submitted,

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

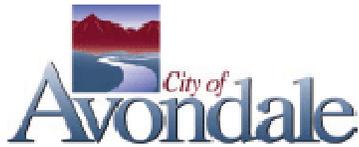
Carmen Martinez
City Clerk

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 ejercer 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:

Municipal Sustainability Plan (MSP)

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director (623) 333-4012

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff will present information to the Mayor and City Council related to the Municipal Sustainability Plan (MSP) and report on the MSP's development, including the complete MSP draft and the strategies, projects, and targets selected for implementation.

BACKGROUND:

Sustainability, or an integrated approach that views economic prosperity, environmental integrity, and community vitality as equal parts of the same interconnected system, has increasingly become a principle in government operations across the United States. Avondale has undertaken many sustainability projects, including offering efficiency rebates; adopting the 2012 International Energy Efficiency Code; installing efficient building fixtures; establishing the Energy, Environment and Natural Resources Commission (EENRC); creating a recycling program; adopting sustainable land use and landscaping guidelines; performing a greenhouse gas emissions inventory; installing solar energy equipment; and hiring an Environmental Program Manager. Additionally, the Avondale General Plan 2030 includes sustainability as an integral theme in all areas, and specifically includes a sustainable development section.

In its latest sustainability effort, the City is creating the MSP to integrate present and future sustainability actions into a systematic framework. While the scope of the MSP is currently limited to the City organization's policies, operations, and facilities, it employs a scalable framework that can be expanded into a community-wide effort. In this sense, the MSP is designed to enhance the City organization, provide an example for the community, and pilot the Plan's framework for expanded use in the future.

The MSP consists of 1) the Current State Assessment (CSA), 2) Vision and Goals, and 3) the Implementation System. Each area received significant input and review from stakeholders, and all are now in final draft form. The MSP is presented to the Council tonight for review and input. Staff will primarily focus on the MSP's strategies, actions, and targets since the Plan's framework and Vision and Goals were previously presented to Council.

DISCUSSION:

As society increasingly recognizes that environmental, social, and economic systems are highly interdependent, it is apparent why a sustainable approach is necessary. Sustainability provides a way to address multiple issues systematically and creates benefits over both the short- and long-term. It helps ensure that decisions do not create unintended consequences in other areas, or at other times. Furthermore, sustainability methods help select context-specific solutions that ensure actions fit the location where they are used. Using a sustainability approach to plan and guide our actions will help create a more livable, thriving Avondale for today and tomorrow. The Council and City leadership recognize this, and have begun incorporating sustainability throughout the City.

Avondale is taking the next step by creating the MSP to align the City organization's numerous sustainability actions, including those specified in the 2030 General Plan, in a common direction. The MSP assesses the organization's current practices, establishes a long-term vision and goals, and uses a proven implementation framework to select actions to create the desired outcomes. The City has entertained other sustainability-related plans in the past for energy and the built environment, but the MSP goes beyond these by incorporating all sustainability areas and capitalizing on their efficiencies and overlaps. Furthermore, the MSP's framework allows for adaptation as we progress. The Council reviewed the MSP's general framework on February 9, 2013, and provided input for the Vision and Goals in a work session on December 16, 2013.

All sections of the MSP are now in final draft form. The Current State Assessment (CSA) incorporated 32 staff interviews and extensive document reviews to identify 125 current sustainability actions in 11 Impact Areas. The Vision and Goals used input from the EENRC, staff, City leadership, City Council, and residents to form a vision statement and nine goals that provide direction and a long-term orientation for the MSP. The Implementation System uses a cyclical process to identify gaps between the CSA and Goals, and then selects strategies, actions, and targets to fill those gaps considering the organization's current context. The Implementation System process of assessing strategies, actions, and targets will occur annually. The first Implementation System cycle identified 34 strategies comprised of 90 actions that pursue 50 short- to mid-term targets.

Staff request that the Council review and to provide feedback on the draft MSP, and the Implementation System, particularly in the following areas by the end of May:

- Overall comfort level with the final draft of MSP;
- Strategies, actions, and targets included in the Implementation System section summarized in pages 46 - 48;
- Additional strategies, actions, or targets to be included in the Implementation System section summarized in pages 46 - 48.

Any changes will be incorporated and brought back to a work session prior to final Council approval.

BUDGETARY IMPACT:

There is no immediate financial impact of the plan. Many MSP projects will involve different approaches to actions the City already undertakes and will produce little to no budgetary impact in exchange for relatively large benefits. Staff will select strategies based on their ability to improve outcomes with the smallest operating and budget adjustments. However, other MSP action items will have budget impacts in the future. Staff will pursue opportunities where the benefits offset or surpass the costs and have strong a return on investment. In all cases, staff will seek actions whose costs are surpassed by fiscal, community, and ecological benefits.

RECOMMENDATION:

This item is presented for information, discussion and City Council direction.

ATTACHMENTS:

Click to download

[Municipal Sustainability Plan - draft](#)

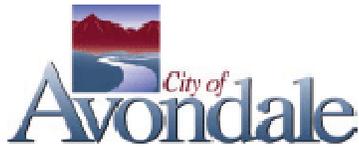
MUNICIPAL SUSTAINABILITY PLAN (DRAFT)

DUE TO ITS SIZE, THIS DOCUMENT

HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/34245>



CITY COUNCIL REPORT

SUBJECT:

Avondale Traffic Safety Program

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Tracy Stevens, Development Services Director (623) 333-4012

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff will provide an overview to the Mayor and City Council on the development of an Avondale Traffic Safety Program for information and discussion only.

BACKGROUND:

Over the past several years, traffic safety throughout the nation has been refocused on reducing fatalities and serious injury crashes due in large part to the passage of MAP-21. MAP-21, short for the Moving Ahead for Progress in the 21st Century Act, was signed into law on July 6, 2012 to address the many challenges facing the U.S. transportation system. These challenges include improving safety, maintaining infrastructure condition, reducing traffic congestion, improving efficiency of the system and freight movement, protecting the environment, and reducing delays in project delivery. MAP-21 created a performance-based surface transportation program that built on many of the multimodal programs and policies established in previous surface transportation legislation.

MAP-21 requires the Federal Highway Administration (FHWA) to establish measures to assess performance in 12 areas. The current Safety Performance Measures Notice of Proposed Rulemaking (NPRM) seeks to establish these performance measures for the four of the 12 areas required by MAP-21. The NPRM proposes to establish performance measures to carry out the Highway Safety Improvement Program (HSIP) and to assess serious injuries and fatalities, both in number and expressed as a rate, on all public roads. These are typical traffic safety statistics that many local, regional, and state agencies have evaluated as a part of their traffic safety programs for years.

DISCUSSION:

In an attempt to improve traffic safety in the City, and in anticipation of the impending rule making/regulations/legislation, City staff is proposing the development and implementation of a traffic safety program. The City of Avondale has made some significant transportation investments, and some impressive strides in advancing traffic safety and traffic operations. The Traffic Safety Program will build on this success.

The Traffic Safety Program will be a multifaceted approach to ascertain and improve traffic safety in the City of Avondale. The Traffic Safety Program will allow us to:

1. Analyze the existing transportation system;
2. Establish transportation safety goals;
3. Define emphasis areas;
4. Identify strategies/countermeasures;
5. Develop an implementation plan; and
6. Determine possible funding sources to meet identified traffic safety needs.

The program will include tasks that can be incorporated into the project development process such as performing crash analyses for new roadway projects to identify safety issues and incorporate countermeasures prior to construction of the given project. The program will also include a report on the current state of traffic safety in Avondale including a citywide blueprint for safety improvements to be incorporated into the CIP. Safety improvements could range from simple low-cost signage, pavement marking, or traffic signal operations adjustments to the more complex and costly roadway or intersection improvements.

The effectiveness of the traffic safety plan will depend on regular updates to this report to reflect changes in the circulation system, in land use, and in economic conditions, all of which significantly impact travel patterns and traffic volumes.

The Traffic Safety Program's performance management will focus on the City's transportation goals and improving transportation investment decision-making through performance-based planning and programming. Additionally, the Traffic Safety Program will create a positive agenda to make significant progress in reducing fatalities and serious injuries. It also continues to build on other aggressive safety efforts, including the City's push to improve bicycle and pedestrian safety. Developing and implementing an Avondale Traffic Safety Program will help to ensure that our surface transportation system can continue to support the City's economy and provide Avondale residents with a good quality of life.

BUDGETARY IMPACT:

There is no immediate financial impact.

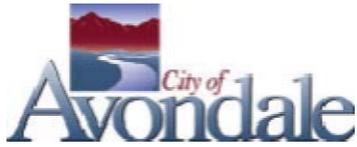
RECOMMENDATION:

This item is presented for information, discussion and Council direction.

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL AGENDA

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

REGULAR MEETING
April 21, 2014
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 CITY MANAGER'S REPORT

a. **Promotion - Stephanie Small, Neighborhood and Family Services Director**

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 April 7, 2014
2. Regular Meeting of April 7, 2014

b. **COOPERATIVE PURCHASING AGREEMENT - WESTERN STATES FIRE EQUIPMENT**

City Council will consider a request to approve a cooperative purchasing agreement with Western States Fire Equipment for the purchase of nine thermal imaging cameras in a total amount of \$92,635.99, approve the transfer of funds from non-departmental to the fire department capital budget and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

c. **MINOR LAND DIVISION/LOT COMBINATION - NORTHEAST CORNER OF DYSART ROAD AND WESTERN AVENUE (PL-14-0060)**

City Council will consider a request for approval of a Minor Land Division/Lot Combination concerning City-owned property located at the northeast corner of Dysart Road and Western Avenue to consolidate two existing parcels into a single 1.16 acre parcel and dedicate right-of-way to accommodate the future construction of Dysart Road/Western Avenue sidewalk/intersection improvements, abandon portions of public utility easements located in the proposed new right-of-way, and dedicate a new power easement on the eastern boundary of the property needed to serve adjacent property. The Council will take appropriate action.

d. **ORDINANCE 1543-414 - CONVEYANCE OF RIGHT-OF-WAY SOUTH OF BRINKER DRIVE AND EAST OF DYSART ROAD**

City Council will consider an ordinance authorizing the conveyance of certain real property generally located south of Brinker Drive and east of Dysart Road and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

5 **PUBLIC HEARING AND RESOLUTION 3179-414 - 2014-2015 ANNUAL ACTION PLAN**

City Council will hold a public hearing and consider a resolution approving the 2014-2015 Annual Action Plan portion of the 2010-2014 Consolidated Plan and authorize the Mayor or City Manager and City Clerk to take the steps necessary to submit the necessary documents for receipt of Community Development Block Grant Funds from the U.S. Department of Housing and Urban Development (HUD). The Council will take appropriate action.

6 **RESOLUTION 3178-414 - INTERGOVERNMENT AGREEMENT - UNIVERSITY OF ARIZONA**

City Council will consider a request to adopt a resolution authorizing an Intergovernmental Agreement with the University of Arizona, Norton School of Family and Consumer Sciences, for an amount of \$14,960 to complete a data analysis and program evaluation of First Things First programs at the Care1st Avondale Resource and Housing Center and authorize the Mayor or City Manager, City Clerk and City Attorney to execute the necessary documents. The Council will take appropriate action.

7 **ADJOURNMENT**

Respectfully submitted,



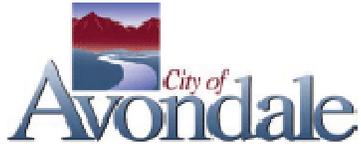
Carmen Martinez
City Clerk

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CITY COUNCIL REPORT

SUBJECT:

Promotion - Stephanie Small, Neighborhood and Family Services Director

MEETING DATE:

April 21, 2014

TO: Mayor and Council

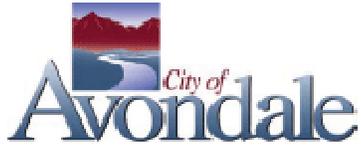
FROM: Carmen Martinez

THROUGH: David Fitzhugh, Acting City Manager

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:
APPROVAL OF MINUTES

MEETING DATE:
April 21, 2014

TO: Mayor and Council
FROM: Carmen Martinez, City Clerk (623) 333-1214
THROUGH: David Fitzhugh, Acting City Manager

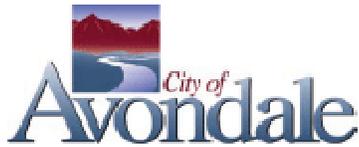
PURPOSE:

1. Work Session of April 7, 2014
2. Regular Meeting of April 7, 2014

ATTACHMENTS:

[Click to download](#)

No Attachments Available



CITY COUNCIL REPORT

SUBJECT:

Cooperative Purchasing Agreement - Western States Fire Equipment

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Paul Adams, Fire Chief (623) 333-6100

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

To request that the Mayor and City Council approve a cooperative purchasing agreement with Western States Fire Equipment for the purchase of nine thermal imaging cameras in a total amount of \$92,635.99, approve the transfer of funds from non-departmental to the fire department capital budget and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

BACKGROUND:

Over the past fifteen years the use of infrared imaging technology in the form of thermal imaging cameras has become an invaluable part of fire-rescue operations. The cameras are used routinely in emergency incidents to assist in locating victims in zero visibility conditions, hidden fires, and residual hot spots. The cameras are now considered standard operating equipment for fire departments and help ensure the highest level of firefighter safety and effectiveness.

DISCUSSION:

The cameras currently used by Avondale Fire-Rescue were purchased in 2005 and have reached the end of their useful life. We are no longer able to obtain parts to repair the cameras due to their age and we are presently using cameras on loan from Surprise to ensure that we have units available for all frontline fire apparatus. Camera technology has changed significantly since 2005 and today's cameras are smaller, lighter in weight, and have more advanced capability.

In January 2013 the City of Surprise entered into a purchasing contract with Western States Fire Equipment to purchase new thermal imaging cameras for their fire department. The contract (#COS13-006) is still active and allows other government entities to take advantage of pricing under the contract. The Fire-Rescue Department is seeking approval to purchase nine ISG X-380 thermal imaging cameras under the Surprise contract. This will provide a new camera for each frontline piece of fire apparatus, including the shift commander's vehicle, with one camera in reserve.

The purchase contract includes various accessory items and a three year warranty at a total cost of \$92,635.99 including shipping and applicable taxes.

BUDGETARY IMPACT:

A transfer of \$92,635.99 from Non-departmental line item 101-5300-00-9999 to Fire Department Capital line item 101-6330-00-8150 will be required to complete the purchase.

RECOMMENDATION:

Staff recommends that the Mayor and City Council approve a cooperative purchasing agreement with Western States Fire Equipment for the purchase of nine thermal imaging cameras in a total

amount of \$92,635.99, approve the transfer of funds from non-departmental to the fire department capital budget and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Click to download

[CPA - Western States Fire Equipment](#)

**COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTERN STATES FIRE EQUIPMENT**

THIS COOPERATIVE PURCHASING AGREEMENT (this "Agreement") is entered into as of April 21, 2014, between the City of Avondale, an Arizona municipal corporation (the "City"), and Western States Fire Equipment, a division of Freightliner of Arizona, Flagstaff, Inc., an Arizona corporation (the "Vendor").

RECITALS

A. After a competitive procurement process, the City of Surprise ("Surprise") entered into Contract No. COS13-006 dated January 24, 2013 (the "Surprise Contract"), for the Vendor to provide thermal imaging cameras. A copy of the Surprise Contract is attached hereto as Exhibit A and incorporated herein by reference, to the extent not inconsistent with this Agreement.

B. The City is permitted, pursuant to Section 25-24 of the City Code, to purchase such equipment under the Surprise Contract, at its discretion and with the agreement of the awarded Vendor, and the Surprise 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 their cooperative contractual relationship under the Surprise Contract and this Agreement, (ii) establishing the terms and conditions by which the Vendor may provide the City with nine thermal imaging cameras, as more particularly set forth in Section 2 below (the "Equipment") and (iii) setting the maximum aggregate amount to be expended pursuant to this Agreement related to the 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, 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 January 24, 2015 (the "Initial Term"), unless terminated as otherwise provided in this Agreement or the Surprise Contract. After the expiration of the Initial Term, this Agreement may be renewed for up to three successive one-year terms (each, a "Renewal Term") if (i) it is deemed in the best interests of the City, subject to availability and appropriation of funds for renewal in each subsequent year, (ii) the term of the Surprise 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 Surprise Contract, as evidenced by the City Manager's signature thereon, which approval may be withheld by the City for any reason. The Vendor's failure to seek a renewal of this Agreement shall cause the Agreement to terminate at the end of the then-current term of this Agreement; provided, however, that the City may, at its discretion and with the agreement of the Vendor, elect to waive this requirement and renew this Agreement. The Initial Term and any Renewal Term(s) are collectively referred to herein as the "Term." Upon renewal, the terms and conditions of this Agreement shall remain in full force and effect.

2. Scope of Work. Vendor shall provide the Equipment under the terms and conditions of the Surprise Contract and as set forth in the Quote attached hereto as Exhibit B and incorporated herein by reference.

3. Inspection; Acceptance. The Equipment is subject to final inspection and acceptance by the City. Equipment failing to conform to the requirements of this Agreement and/or the Surprise 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 Equipment, the City may elect to do any or either of the following by written notice to the Vendor: (i) waive the non-conformance or (ii) bring Equipment into compliance and withhold the cost of same from any payments due to the Vendor.

4. Compensation. The City shall pay the Vendor an amount not to exceed \$92,635.99 for the Equipment at the unit rates as set forth in the Quote attached hereto as Exhibit B and in the Surprise Contract.

5. Payments. The City shall pay the Vendor monthly, based upon acceptance and delivery of Equipment, and upon submission and approval of invoices. Each invoice shall (i) contain a reference to this Agreement and the Surprise Contract and (ii) document and itemize all Equipment delivered and accepted to date. Additionally, invoices submitted without referencing this Agreement and the Surprise Contract will be subject to rejection and may be returned.

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

7. Applicable Law; Venue. 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, the Surprise Contract and invoices, the documents shall govern in the order listed herein. Notwithstanding the foregoing, and in conformity with Section 2 above, unauthorized exceptions, conditions, limitations or provisions in conflict with the terms of this Agreement or the Surprise 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 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 Surprise Contract or to exercise or delay the exercise of any right or remedy provided in this Agreement, the Surprise Contract shall not alter such terms and conditions or relieve the Vendor from, nor be construed or deemed a waiver of, its requirements and obligations in the performance of this Agreement.

10. Rights and Privileges. To the extent provided under the Surprise Contract, the City shall be afforded all of the rights and privileges afforded to Surprise and shall be the “City” (as defined in the Surprise Contract) for the purposes of the portions of the Surprise Contract that are incorporated herein by reference.

11. Indemnification; Insurance. In addition to and in no way limiting the provisions set forth in Section 10 above, the City shall be afforded all of the insurance coverage and indemnifications afforded to Surprise to the extent provided under the Surprise Contract, and such 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 PAGE]

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

David W. Fitzhugh, Acting City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared David W. Fitzhugh, the Acting City Manager of the CITY OF AVONDALE, an Arizona municipal corporation, whose identity was proven to me on the basis of satisfactory evidence to be the person who he claims to be, and acknowledged that he signed the above document, on behalf of the City of Avondale.

Notary Public

(Affix notary seal here)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

“Vendor”

WESTERN STATES FIRE EQUIPMENT,
a division of Freightliner of Arizona,
Flagstaff, Inc., an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2014, before me personally appeared _____
_____, the _____ of WESTERN STATES FIRE
EQUIPMENT, a division of Freightliner of Arizona, Flagstaff, Inc., an Arizona corporation,
whose identity was proven to me on the basis of satisfactory evidence to be the person who
he/she claims to be, and acknowledged that he/she signed the above document on behalf of the
corporation.

Notary Public

(Affix notary seal here)

EXHIBIT A
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTERN STATES FIRE EQUIPMENT

[Surprise Contract]

See following pages.



INVITATION FOR BID

COS13-006
Thermal Imaging Cameras

Purchasing Department

16000 N. Civic Center Dr.
 Surprise, Arizona 85374
 Phone: (623) 222-3700
 Fax: (623) 222-3701

In accordance with City of Surprise Procurement Code competitive sealed bids for the material or services specified will be received by the City of Surprise Purchasing Division at the specified location until the date and time cited above. Bids received by the correct date and time shall be publicly opened and the bid price read. Bids shall be in the actual possession of the City of Surprise Purchasing Division on or prior to the exact date and time indicated above. Late bids will not be considered, except as provided in the City of Surprise Procurement Code. **Bids shall be submitted in a sealed envelope with the Invitation for Bid number and the bidder's name and address clearly indicated on the front of the envelope.** All bids shall be completed in ink or typewritten. Bidders are strongly encouraged to carefully read the **entire** invitation for Bid Package and **required** to initial each page.

OFFER

The undersigned hereby offers and agrees to furnish materials and/or services in compliance with all terms, conditions, specifications and amendments in the Notice of Invitation for Bid except for any written exceptions in the offer. The signature below also certifies his or her understanding and compliance with paragraph one of The City of Surprise Standard Terms and Conditions.

For clarification of this offer contact:			
Name: ERNIE PUGA		Telephone: 623-907-6638 Fax: 623-907-6406	
WESTERN STATES FIRE EQUIPMENT		EPuga	
Company Name		Authorized Signature for Offer	
9899 W. ROOSEVELT STREET		ERNIE PUGA	
Address		Printed Name	
TOLLESON	AZ	85353	FIRE EQUIPMENT SALES
City	State	Zip Code	Title

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Surprise Use Only)

Your offer is hereby accepted. The Contractor is now bound to provide services in the bid, including all terms conditions, specifications, amendments, etc., and the Contractor's offer as accepted by the City. The Contractor is hereby cautioned not to commence any billable work or provide any material, service or construction under this contract until Contractor receives an executed **Notice to Proceed**.

Attested by: Sherry Ann Aguilar	City of Surprise, Arizona.
Sherry Aguilar, City Clerk	Effective Date: _____
For City Internal Use only: Signature for Scope/Content approval: [Signature] Department Director	Approved as to form: [Signature] Michael D. Bailey, City Attorney
Signature for Procurement/Budget Approval: [Signature] 1/24/15 Procurement Manager	

City Seal	COS13-006	Awarded on: [Signature] Chris Hillman, City Manager
	Contract Number	



December 20, 2012

CITY OF SURPRISE
Purchasing Office
16000 N. Civic Center Plaza
Surprise, AZ 85374

IFB COS13-006
Thermal Imaging Cameras
Bid Opening 12/20/2012, 3 pm

Western States Fire Equipment is pleased to offer pricing for IFB COS13-006.

Enclosed is the bid package, Exceptions Document and pricing sheet, and other related documents as required.

Western States proposes to supply an ISG Model E380 Thermal Imaging Camera, with accessories per Specifications. This camera is identical to the E380 Camera we furnished to the Surprise Fire Department in June, 2012.

ISG Corporate offices are located in Lawrenceville, GA.

We appreciate the opportunity to participate in this bid process and would be pleased to provide any additional information as might be required.

A handwritten signature in cursive script that reads "Ernie Pugh".

Ernie Pugh

Western States Fire Equipment
9899 W. Roosevelt St.
Tolleson, AZ 85353
623-907-6638



December 20, 2012

CITY OF SURPRISE IFB COS13-006
THERMAL IMAGING CAMERAS

EXCEPTIONS / CLARIFICATIONS

Western States Fire Equipment offers the following Exceptions and Clarifications:

Page 5

Warranty:

Item c) Extended Warranty

The camera will be Warranted for a period of two (2) years. An extended Warranty is not available from the Manufacturer, nor offered by Western States Fire Equipment.

All accessories (chargers, retractable lanyard, handle) are Warranted for a period of ninety (90) days.

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Item 32. Batteries for Life Program

All rechargeable batteries have a finite lifespan.

After basic warranty expiration, Batteries for Life enables the customer to obtain refurbished camera batteries directly from ISG Fire at a reduced cost. This program does not provide batteries at no cost. The customer returns batteries that no longer hold charge for repair/refurbishment and pays a refurbishing fee and shipping costs directly to ISG Fire.

END OF EXCEPTIONS / CLARIFICATIONS



Defining Vibrant Southwest Living

**CITY OF SURPRISE
INVITATION FOR BID
COS13-006
Thermal Imaging Cameras**

The City of Surprise, is seeking bids from qualified vendors to provide Thermal Imaging Cameras per the specifications herein. In accordance with the City of Surprise Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms to all material respects to the Invitation for Bid.

Information regarding the submittal requirements of this IFB may be obtained at the Purchasing Office located at 16000 North Civic Center Plaza, Surprise AZ 85374. Contact the Purchasing Office regarding documents at (623) 222-3700, FAX: (623) 222-3701. The entire information package can be downloaded from the City of Surprise website: <http://www.surpriseaz.gov>.

The City of Surprise shall not be held responsible for any oral instructions. Any changes to this Invitation for Bid will be in the form of a published amendment. All technical questions regarding this Invitation for Bid must be submitted in writing via e-mail or fax. Please reference COS13-006 in all your communications to the city.

Email: pamela.risaliti@surpriseaz.gov
Fax: 623-222-3701

Publish

City of Surprise Website: <http://www.surpriseaz.gov>

Publication: Arizona Business Gazette
Date: November 29, Dec. 6, 2012

Pam Risaliti

Pam Risaliti C.P.M., CPPB
Senior Contract Officer



**INVITATION FOR BID
COS13-006
Thermal Imaging Cameras**

Purchasing Division
16000 N. Civic Center Dr.
Surprise, AZ 85374-7470
Phone: (623) 222-3700
Fax: (623) 222-3701

IFB Schedule

Release IFB 11/29/2012

Final date for questions 12/13/2012

Final date for questions is December 13, 2012 at 2:00 pm; questions will not be accepted after this date and time.

IFB due date/time 12/20/2012

Submittals will not be accepted later than 3:00:00 pm, Local Time (AZ MST), Thursday December 20, 2012 at the City of Surprise Purchasing Office, 16000 N. Civic Center Plaza, Surprise, AZ 85374

Direct all questions regarding this Invitation for Bid via e-mail or fax only to:

Pam Risaliti C.P.M., CPPB
Senior Contract Officer
City of Surprise
16000 N. Civic Center Plaza
Surprise, AZ 85374-7470
pamela.risaliti@surpriseaz.gov
623-222-1857
623-222-3701

Publish

City of Surprise Website: <http://www.surpriseaz.gov>

Publication: Arizona Business Gazette

Date: Nov. 29, Dec 6, 2012

 <p>SURPRISE ARIZONA Defining Arizona Southwest Living</p>	<h2>INVITATION FOR BID</h2>	<p>Purchasing Department 16000 N. Civic Center Dr. Surprise, Arizona 85374 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p>COS13-006 Thermal Imaging Cameras</p>	

INSTRUCTIONS TO BIDDERS

Preparation of Bid:

- a. All bids shall be on the forms provided in this *Invitation to Bid* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram bids will not be considered.
- b. The Offer and Contract Award document shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the bid shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the bid, the unit price shall govern. No bid shall be altered, amended, or withdrawn after the specified bid due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Invitation for Bid* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Bid confers no right of withdrawal after bid due date and time.

Inquiries: Any question related to the *Invitation for Bid* shall be directed to the Buyer whose name appears on the cover page. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing. Any correspondence related to an *Invitation for Bid* should refer to the appropriate *Invitation for Bid* number, page, and paragraph number. However, the Offeror shall not place the *Invitation For Bid* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed bid and may not be opened until after the official *Invitation For Bid* due date and time.

Withdrawal of Bid: At any time prior to the specified bid due date and time, a Vendor (or designated representative) may withdraw the bid in writing and as under the guidelines of the Procurement Code.

Amendment of Bid: Receipt of a Solicitation Amendment shall be acknowledged by signing and returning the document prior to the specified bid due date and time.

Award of Contract:

- a. Unless the Offeror states otherwise, or unless provided within this *Invitation For Bid*, the City reserves the right to award by an individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.
- b. Notwithstanding any other provision of this *Invitation for Bid*, The City expressly reserves the right to:
 - i. Waive any immaterial defect or informality; or
 - ii. Reject any or all bids, or portions thereof, or
 - iii. Reissue an *Invitation For Bid*.
- c. A response to an *Invitation for Bid* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Invitation for Bid* and the written amendments thereto, if any. Bids do not become contracts unless and until they are accepted by the City. A contract may be formed when accepted by the City, but not finalized until a Purchase Order is issued. The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Invitation for Bid*; unless modified by a Solicitation Amendment or a Contract Amendment.

 <p>SURPRISE ARIZONA Defining Vibrant Southwest Living</p>	<p>INVITATION FOR BID</p>	<p>Purchasing Department 16000 N. Civic Center Dr. Surprise, Arizona 85374 Phone: (623) 222-3700 Fax: (623) 222-3701</p>
	<p>COS13-006 Thermal Imaging Cameras</p>	

Thermal Imaging Camera Specifications

Intent of Specifications:

This specification covers a commercially produced Thermal Imaging Camera and its associated hardware and software. The Thermal Imaging Camera system (Camera) delivered to these specifications shall be a standard commercial product that meets the requirements of these specifications. Exceptions to any of the line items are not acceptable. Materials used in construction of the Thermal Imaging Camera system shall be new, unused, and not less than the quality conforming to modern engineering and manufacturing practices. Materials shall be free of defects and suitable for the service intended.

Specific Line Item Requirements:

Vendors must indicate compliance with these specifications on a line item basis by placing a check mark in the yes/no column corresponding to each line item. Bidders must furnish descriptive literature and complete manufacturer specifications with the submission of this documentation.

Quality Assurance:

The company manufacturing the Thermal Imaging Camera in response to this bid must furnish proof of current certification to the ISO9001-2008 quality standard.

Compliance Guarantee:

Vendors answering this bid must guarantee that equipment tendered comply with all parts of this specification.

The purchasing entity reserves the right to require the bidder to submit a sample of the equipment being tendered to the purchasing entity for validation and verification that all items claimed to be in compliance are in fact true and correct. If a bidder is requested to supply a sample of the equipment being tendered for testing, the equipment shall be supplied to, and received by, the purchasing entity within one week of notice. Inability to meet the timeline provided herein shall disqualify the bidder.

Components and Accessories Included with each Camera:

For each Camera provided, the following items shall be included at no extra charge: 1 Lanyard, 2 rechargeable batteries, 1 user manual, 1 hard Pelican brand or equivalent quality carrying case, 1 charger and A/C power supply, truck mount charging system, and a removable handle.

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	COS13-006 Thermal Imaging Cameras	

	COMPLIANCE		Optional
	YES	NO	
<u>Warranty:</u>			
a) The Camera shall be warranted by the manufacturer to be free of defects for a period of two years from the date of delivery.	X		
b) The manufacturer shall provide 48-hour turn-around time on warranty service work to the equipment in such a manner to return the Camera to the purchasing entity, in normal usable condition, within 72 hours, or to provide for the use of comparable equipment on loan until such time that the Camera is returned to the purchasing entity.	X		
c) The Camera shall be eligible for extended warranties, up to three years of coverage in total. Extended warranty contracts for the Camera shall be provided by the Camera's manufacturer. The warranty contract shall be eligible for purchase either at the time of original Camera purchase, or in one-year intervals after the initial purchase of the Camera.		X <i>SEE EXCEPTIONS DOCUMENT</i>	
d) The manufacturer shall provide pick up and drop off for warranty service and pay for all shipping costs. Please include a list of maintenance facilities.	X		
<u>Physical and Performance Specifications:</u>			
1. The Camera shall be capable of sensing, imaging, and displaying infrared radiation in the 8 to 14 micron spectral wavelengths and shall have been designed specifically for use within a firefighting environment.	X		
2. The Camera shall be hand-held and portable allowing it to be passed from one firefighter to another within a firefighting environment without removing any articles of personal protective equipment.	X		
3. The Camera shall be equipped with an infrared imaging sensor containing a minimum of 100,000 imaging pixels.	X		
4. In typical ambient environments, when the Camera's on/off switch is activated to apply power to the Camera, the Camera shall render a usable thermal image in ten seconds or less.	X		
5. To facilitate imaging in extreme firefighting environments, the			

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	COS13-006 Thermal Imaging Cameras	

Camera shall have multiple operating sensitivities and shall be capable of providing clear distortion and saturation free images of scenes that include temperatures in excess of 2,000°F.	X		
6. The Camera shall be equipped with a Germanium Window protecting the optical lens. The window shall incorporate anti-reflective and hard carbon coating to minimize damage during operation.	X		
7. To facilitate high quality image representation, the Camera shall refresh the imaging sensor no less than 46 times per second.	X		
8. The Camera shall incorporate a system that identifies the hottest object in the field of view and displays the temperature of the hottest object via an on-screen digital readout.	X		
9. The Camera shall be resistant to vibration as specified in NFPA 1801-2010 Section 8, Vibration Test.	X		
10. The Camera shall incorporate screen layout, annotation and warnings as specified in NFPA 1801-2010.	X		
11. The internal video signal shall be displayed on backlit 3½ inch LCD with an aspect ratio of 4:3 consistent with the Camera's sensor. The LCD display shall be capable of reproducing all of the sensor's pixels by incorporating a resolution of no less than 384X288 pixels.	X		
12. To ensure the waterproofing integrity of the Camera in all situations, the Camera shall be designed to isolate the internal electronic systems from all user accessible areas. The Camera shall conform to the IP67 standard, the ability to withstand short-term immersion in water to a depth of three feet.	X		
13. The Camera shall have the ability to withstand flame as specified in Section 8, Heat and Flame Test, NFPA 1801-2010.	X		
14. The Camera's dimensions shall be no more than 4.75 X 8.5 X 6 inches.	X		
15. The Camera, including battery, shall weigh no more than 3.0 pounds with the battery installed.	X		
16. The Camera shall be tested for resistance to impact as specified in NFPA 1801-2010 Section 8.3, Impact-Acceleration Resistance Test.	X		

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	COS13-006 Thermal Imaging Cameras	

17. To eliminate confusion the Camera shall not incorporate a "sleep" mode that turns-off the Camera's internal LCD display while the Camera is "on".	X		
18. The battery level indicator shall also incorporate a low battery warning that, when used with a wireless transmission device, transmits the battery level information and low battery warning information to the receiver located remotely from the Camera.	X		
19. The Camera's rechargeable batteries shall be lithium ion technology and shall be capable of operating the Camera (with the Camera's internal LCD display device ON) for a minimum of 4 hours.	X		
20. The Camera's "pistol grip" handle shall be removable. The handle shall be easily attached and detached from the camera's main housing without the use of tools to facilitate quick removal and attachment at a fire scene.	X		
21. The Camera viewing surface, not including the optical lens, shall be tested for abrasion resistance as specified in NFPA 1801-2010 Section 8, Viewing Surface Abrasion Test, and shall not have the viewing surface exhibit an average delta haze greater than 14 percent.	X		
22. The Camera shall have the ability to be upgradeable to incorporate the capability of saving video and still thermal images to on-board memory for download to a personal computer using a standard USB interface. When coupled to a personal computer using a USB interface, the computer shall recognize the Camera as an external memory source similar to an external disk drive.	X		
23. The Camera shall incorporate through-the-lens direct temperature measurement capability that measures and displays relative surface temperature. The direct temperature measurement readings shall be displayed, in numerical form, in the lower right hand corner of the internal display device.	X		
24. The direct temperature measurement capability incorporated into the Camera shall be capable of measuring temperatures in excess of 2,000°F.	X		

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25. The Camera shall be capable of viewing thermal images in bright sunlight and shall NOT incorporate LCD auto-dim capability nor be equipped with an LCD display auto-dim capability nor be equipped with an LCD display auto-dim/bright sensor.	X		
26. The Camera shall be tested for resistance to heat as specified in Section 8, Heat Resistance Test, NFPA 1801-2010, and shall withstand a minimum of 500F for 5 minutes.	X		
27. The Camera shall be tested for durability as specified in NFPA 1801-2010 Section 8.13, Durability Test and withstand multiple 6 foot drops from multiple angles.	X		
28. The Camera shall be equipped with a truck mounted charging system capable of concurrently charging a battery installed in the Camera, and an additional spare battery installed in the truck charging system.	X		
29. The Camera's truck mounted charging system shall be equipped with an inline circuit breaker mechanism to protect against power surges and cross polarity.	X		
30. The truck mounted charging system shall operate on 12V DC. The Camera's truck mounted charging system shall conform to the NFPA 1901, 2009 vibration & rollover requirements.	X		
31. The Camera shall be optionally equipped with wireless video transmitter that transmits in the 2.4 GHz band.	X		
32. The Camera shall have a "battery for life" program to enable the purchaser a means to obtain refurbished and/or new batteries in replacement of defective batteries without incurring the cost of purchasing new batteries.	X		

Offerer is requested to provide price quotes for any special options or alternatives available which may not be covered in the specification.



INVITATION FOR BID

COS13-006
Thermal Imaging Cameras

Purchasing Department

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Pricing Sheet

COS13-006 Thermal Imaging Cameras			
Description	Quantity	Unit Price	Extended Price
ISG E300 THERMAL	1	8666.67	\$ 8666.67
IMAGING CAMERA			\$ -
TO INCLUDE CAMERA,			\$ -
TRUCK CHARGER, DESKTOP			\$ -
CHARGER, LANYARD, 2 IN			\$ -
BATTERY, HANDLE, 2-YEAR			\$ -
WARRANTY, BATTERIES FOR			\$ -
LIFE PROGRAM			\$ -
		Subtotal:	\$ 8666.67
Signature: <i>E. Pugh</i>		Freight:	\$ 90.00
Date: 12/20/2012		Tax:	\$ 615.33
NOTE:		TOTAL:	\$ 9372.00
		Delivery (Calendar Days):	60
		Payment Terms:	NET 30

7.1%

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General Terms and Conditions

THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page, the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11456.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Surprise 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.

Contractor warrants, for the term of this agreement and for six months thereafter, that it has fully complied with the requirements of the Immigration Reform and Control Act of 1986 and all related or similar legal authorities.

This contract shall be governed by the City, and Contractor shall have all remedies afforded by the Uniform Commercial Code, as adopted in the State of Arizona, except as otherwise provided in this contract or in statutes pertaining specifically to the City. This contract shall be governed by the laws of the State of Arizona and suit pertaining to this contract may be brought only in courts in the State of Arizona.

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Surprise Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in

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writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.

6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COS Form 350) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City, are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO 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 that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **ASSIGNMENT-DELEGATION:** No right or interest in this contract shall be assigned by Contractor without prior written permission of the City and no delegation of any duty of Contractor shall be made without prior written permission of the City.
13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer 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 contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations

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imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.

15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Consultant shall indemnify, defend and hold harmless the City and each council member, officer, board, commission, officers, officials, 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, claims processing, investigation, 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 in connection with the negligent or willful acts or omissions of work or professional services of the Consultant, its officers, employees, agents, or any tier of subcontractor in the performance of this Agreement. In consideration of the award of this contract, the Consultant agrees to waive all rights of subrogation against the City, its officers, officials, agents and employees for losses arising from the work performed by the Consultant for the City.
The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:

- a. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, an oversold condition of the market, inefficiencies, or similar occurrences.
- b. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this Force Majeure term and Condition.

Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure. If either party is delayed at any time in the progress of the work by force majeure, then the delayed party shall notify the other party in writing of such delay within forty-eight (48) hours commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand delivered or mailed *Certified-Return Receipt* and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing. The time of completion shall be extended by contract modification for a period of time equal to the time that the results or effects of such delay prevent the delayed party from performing in accordance with this contract.

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand

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is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.

19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect by a written determination to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.
26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** 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 as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in

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satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COS Form 200).
35. **FUNDING:** Contractor understands that the continuation of this Agreement after the close of any given fiscal year of Surprise, which ends on June 30, shall be subject to the budget of Surprise providing for the contract item as an expenditure. Surprise cannot assure that the budget item for funding this Agreement will be approved in the future, as such assurance would be a legislative and policy determination of the City Council at the time of the adoption of the budget. Should the funding of the Agreement not be approved by City Council, Surprise may terminate this Agreement as of the close of its fiscal year. Surprise represents that it intends to pay all monies due, if such funds have been legally appropriated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **COMPLIANCE WITH FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214.A. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this contract subject to penalties up to and including termination of this contract, and that the City retains the legal right to inspect the papers of any employee who works on the contract to ensure compliance with this warranty.
38. **PROHIBITION ON IRAN INVESTMENTS.** As required by A.R.S. §§ 35-391.06 and 35-393.06, Contractor certifies that it does not have a scrutinized business operation in either Sudan or

Definitions: The terms, as used in or pertaining to the contract, are defined as follows:

- o **City:** "City" shall refer to the City of Surprise, Arizona.
- o **Contract:** "Contract" will include this entire Bid solicitation package, including, but not limited to, the Invitation to Bid Notice, Instructions to Bidders, any and all Bonds, Notice of Award, Notice to Proceed, Change Orders, Certificate of Insurance & Schedule A, Certificate of Completion, Plans and Addenda thereto.
- o **Contractor:** "Contractor" is defined as the person, firm or corporation with whom the contract is made by the City.
- o **Materials:** "Materials" will include, in addition to materials incorporated in the project, equipment and other material used and/or consumed in the performance of the Work.

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- **Subcontractor:** “Subcontractor” is defined as those persons or groups of persons having a direct contract with the contractor and those who furnish material according to the plans and/or specifications for this Work, and includes those who merely furnish materials.
- **Work:** “Work” shall include all labor necessary to accomplish the construction required by the Contract and all materials and equipment incorporated or to be incorporated in said construction.

IFB Special Terms and Conditions

1. **Purpose:** Pursuant to provisions of the City Procurement Code, the City of Surprise, Purchasing Division intends to establish pricing for COS13-006 Thermal Imaging Cameras.
2. **Authority:** This Solicitation as well as any resultant contract is issued under the authority of the City Procurement Manager. No alteration of any resultant contract may be made without the express written approval of the City Procurement Manager in the form of an official contract amendment. Any attempt to alter any contract without such approval is a violation of the contract and the City Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
3. **Offer Acceptance Period:** In order to allow for an adequate evaluation, the City requires an offer in response to this Solicitation to be valid and irrevocable for ninety (90) days after the opening time and date.
4. **Cooperative Purchasing:** Any contract resulting from this solicitation shall be for the use of the City of Surprise. In addition, specific eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. In order to participate in any resultant contract, a political subdivision or nonprofit educational or public health institution must have been invited to participate in this specific solicitation and the contractor must be in agreement with the cooperative transaction. In addition to cooperative purchasing, any eligible agency may elect to participate (piggyback) on any resultant contract; the specific eligible political subdivision, nonprofit educational or public health institution and the contractor must be in agreement.

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.

5. **Contract Type:** Firm Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of sixty (60) months.
8. **Affirmative Action Report:** It is the policy of the City of Surprise that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability.
9. **Conference:** At this time no conference is scheduled. The City will take questions by email and issue a solicitation amendment or set a conference as necessary to clarify the contents of this Invitation for Bid in order to prevent any misunderstanding of the City’s position. Any doubt as to the requirements of this Invitation for Bid or any apparent

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omission or discrepancy should be addressed to the City in written format. The City will then determine the appropriate action necessary, if any. Oral statements or instructions shall not constitute an amendment to this Invitation for Bid.

10. **Non-Exclusive Contract:** Any contract resulting from this Solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Surprise. The City reserves the right to obtain like goods or services from another source when necessary. Off-Contract Purchase Authorization may only be approved by the City Purchasing Manager. Approval shall be at the discretion of the City Purchasing Manager and shall be conclusive, however, approval shall be granted only after a proper review and when deemed to be appropriate. Off-contract procurement shall be consistent with the City Procurement Code.
11. **Taxes:** Prices offered shall include all applicable State and local taxes. The City will pay all applicable taxes. Taxes must be listed as a separate item on the price sheet attached to this Solicitation and on all invoices.
12. **Warranty:** Each offer shall include a complete and exclusive statement of the product warranty.
13. **Warranty:** Each offer shall provide a one-year warranty/guarantee against defects in materials, workmanship and/or performance for all items.
14. **Price Adjustment:** The City of Surprise Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Surprise Purchasing Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
15. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
16. **Discussions:** In accordance with the City of Surprise Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.

Combined Single Limit (CSL) \$1,000,000

The policy shall be endorsed to include the following additional insured language: *"The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor"*.

Policy shall contain a waiver of subrogation against the City, as departments, agencies, boards, commissions, officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

Compensation and Employers' Liability	
Workers' Compensation	Statutory
Employers' Liability	
Each Accident	\$ 500,000
Disease – Each Employee	\$ 500,000
Disease – Policy Limit	\$1,000,000

Policy shall contain a waiver of subrogation against the City of Surprise, its departments, agencies, boards, commissions, and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

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a. Additional Insurance Requirements: The policies shall include, or be endorsed to include, the following provisions:

The City of Surprise, its departments, agencies, boards, commissions, officers, officials, agents, and employees wherever additional insured status is required. Such additional insured shall be covered to the full limits of liability purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

The Contractor's insurance coverage shall be primary insurance with respect to all other available sources. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

b. Notice of Cancellation: Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given from the Consultant to the City. Such notice shall be sent directly to the City Procurement.

c. Acceptability of Insurers: Insurance is to be placed with duly licensed or approved non-admitted insurers in the state of Arizona with an "A.M. Best" rating of not less than A- VII. The City in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.

d. Verification of Coverage: Contractor shall furnish the City with a declarations page of the liability insurance policy, as well as any amendments or riders in order to verify contractual insurance requirements are being satisfied.

All certificates and endorsements are to be received and approved by the City's Procurement department before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project. Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to the City Procurement division. The City project/contract number, if applicable, and project description shall be noted on the certificate of insurance. The City reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

e. Subcontractors: Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the City separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

f. Approval: Any modification or variation from the *insurance requirements* in this Contract shall be made by the City, whose decision shall be final. Such action will not require a formal Contract amendment, but may be made by administrative action.

17. **Evaluation:** In accordance with the City of Surprise Procurement Code, awards shall be made to the lowest responsible and responsive bidder whose bid conforms in all material respects to the Invitation for Bid.

18. **Independent Contractor:**

a. General

i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Surprise.

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- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

- i. The City of Surprise shall not be liable for any acts of Contractor outside the scope of authority granted under this Agreement or as the result of Contractor's acts, errors, misconduct, negligence, omissions and intentional acts.
- ii. To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting there from, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.

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

c. Other Benefits

The Contractor is an independent contractor; therefore, the City Manager will not provide the Contractor with health insurance, life insurance, workmen's compensation, sick leave, vacation leave, or any other fringe benefits. Further, Contractor acknowledges that he is exempt from coverage of the Comprehensive Benefit and Retirement Act (COBRA). Any such fringe benefits shall be the sole responsibility of Contractor.

- 19. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
 - a. The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - b. If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
- 20. **Manufacturer's Representative:** Dealers who submit an offer as a manufacturer's representative must supplement the offer with a letter from each manufacturer involved, certifying that the vendor is a bona fide dealer for the specific equipment presented, that the vendor is authorized to submit an offer on such equipment, and guarantees that should the dealer fail to satisfactorily fulfill any obligations established as a result of the anticipated contract awards, the manufacturer, upon assignment by the City, will either assume and discharge such obligations or provide for their competent assumption by one or more bona fide dealers for the balance of the contract period.

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21. **Estimated Quantities:** This solicitation references quantities as a general indication of the needs of the City. The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired.

No commitment of any kind is made concerning quantities and that fact should be taken into consideration by each potential contractor.

22. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.

23. **Maintenance:** The equipment specified in this solicitation is dependent upon the availability of prompt professional service. In order to be considered for award, each potential contractor is required to have existing maintenance facilities with sufficient parts inventory and trained technicians experienced in providing quality service on the equipment specified. Maintenance facilities are subject to inspection by the City to determine adequacy.

24. **Training:** The contractor shall install the equipment and provide training to City personnel for proper operation and utilization. Necessary manuals are to be furnished with each piece of equipment.

25. **Training:** Each offer shall include a complete statement of the training that shall be provided by the vendor for equipment supplied.

26. **Ordering Process:** Upon award of a contract by the City of Surprise, Purchasing Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Surprise Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites a valid current contract is the only document required for the department to order and the contractor to deliver the material and/or service.

Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Surprise is a violation of the contract and the City of Surprise Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

27. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.

28. **Current Products:** All products offered in response to this solicitation shall be new and in current and ongoing production shall have been formally announced for general marketing purposes; shall be a model or type currently functioning in a user (paying customer) environment and capable of meeting or exceeding all specifications and requirements set forth in this solicitation.

29. **Product Discontinuance:** The City may award contracts for particular products and/or models of equipment as a result of this solicitation. In the event that a product or model is discontinued by the manufacturer, the City at its sole discretion may allow the contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product or model and provide the following:

- a. A formal announcement from the manufacturer that the product or model has been discontinued.
- b. Documentation from the manufacturer that names the replacement product or model.

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- c. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation.
 - d. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model.
 - e. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
30. **Inventory:** The City of Surprise has an ongoing requirement for the material indicated in this solicitation. It is an express condition of any award that a contractor shall maintain a reasonable stock on hand for delivery to the requesting agency. Failure to maintain such a stock may result in cancellation.
 31. **Serial Numbers:** Offers shall be for equipment on which the original manufacturer's serial number has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.
 32. **Licenses:** 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.
 33. **Samples:** Samples of items, when requested, must be submitted within 72 hours. Unless otherwise specified by the City of Surprise Purchasing Division, samples will be furnished, at no expense to the City. They must be identified as to supplier, manufacturer, part number, model number, type, grade, applicable stock number, etc. If not destroyed by testing, samples will be returned at vendor's request and expense. If no instructions are received for their return, samples will be discarded 30 days after award date.
 34. **Demonstration Models:** All vendors are hereby notified that demonstration units of the equipment offered shall be available in Phoenix. The City of Surprise, Purchasing Division must arrange a time and place for equipment demonstrations for the purpose of evaluation. Demonstrations shall be performed at no expense to the City.
 35. **Brand Names:** Any manufacturer's names, trade names, brand names or catalog numbers used in the specifications are for the purpose of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors but are intended to establish the quality, design or performance which is desired. Any offer which proposes like quality, design or performance will be considered.
 36. **Safety Standards:** All items supplied on this contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.
 37. **Descriptive Literature:** All offerors shall include complete manufacturers' descriptive literature regarding the equipment they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the offer submitted. Failure to include this information may result in the offer being rejected.
 38. **Usage Report:** It is an express condition of any award that the contractor shall provide the City of Surprise, Purchasing Division with a quarterly report delineating the number of items by type and the dollar value of acquisitions for each department.
 39. **Usage Report:** It is an express condition of any award that the successful vendor(s) shall provide the City of Surprise, Purchasing Division with a quarterly report delineating the number of items by commodity number as shown on the bid for each item. Format for the usage report will be issued to the successful bidder(s).

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40. **Confidential Information:**

- a. If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Procurement Manager of this fact shall accompany the submission and the information shall be identified.
- b. The information identified by the person as confidential shall not be disclosed until the Procurement Manager makes a written determination.
- c. The Procurement Manager shall review the statement and information and shall determine in writing whether the information shall be withheld.
- d. If the Procurement Manager determines to disclose the information, the Procurement Manager shall inform the bidder in writing of such determination.

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

42. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.

43. **Contract Termination:** Any contract entered into as a result of this Solicitation is for the convenience of the City and as such, may be terminated without default by the City.

44. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:

- a. The contractor provides material that does not meet the specifications of the contract;
- b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
- c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
- d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.

Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:

- a. Cancel any contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;

 <p>SURPRISE ARIZONA <i>Defining Vibrant Southwest Living</i></p>	<h2>INVITATION FOR BID</h2>	Purchasing Department 16000 N. Civic Center Dr. Surprise, Arizona 85374 Phone: (623) 222-3700 Fax: (623) 222-3701
	COS13-006 Thermal Imaging Cameras	

- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliance with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
 - i. Deduction from an unpaid balance;
 - ii. Collection against the bid and/or performance bond, or;
 - iii. Any combination of the above or any other remedies as provided by law.
45. **Contract Default:** The City, by written notice of default to the contractor, may terminate the whole or any part of this contract in any one of the following circumstances:
- a. If the contractor fails to make delivery of the supplies or to perform the services within the time specified; or
 - b. If the contractor fails to perform any of the other provisions of this contract; and fails to remedy the situation within a period of ten (10) days after receipt of notice.

In the event the City terminates this contract in whole or part, the City may procure supplies or services similar to those terminated, and the contractor shall be liable to the City for any excess costs for such similar supplies or services.



Defining Vibrant Southwest Living

INVITATION FOR BID

COS13-006

Thermal Imaging Cameras

Purchasing Department

16000 N. Civic Center Dr.

Surprise, Arizona 85374

Phone: (623) 222-3700

Fax: (623) 222-3701



06-14-12

To: City of Surprise Fire

To Whom It May Concern:

This letter is to inform you that Western States Fire Equipment, located in Tolleson, AZ, is the sole source distributor for all ISG thermal imaging systems Cameras E380 and Elite XR, and Equipment For the City of Surprise Fire Department..

Please feel free to call me if you have any questions. My number is 310-736-8531

Thank you , Jay White
Infrared Systems Group, /ISG
Senior Sales Manager.
310-736-8531

Sincerely,

A handwritten signature in cursive script that reads "Patricia C. Morris".

Patricia C. Morris
VP Sales and Service
877-733-3473 ext 203



E380

Standard Warranty

ISG/Infrasy's offers a comprehensive warranty package that assures you of only the highest quality in workmanship and technical excellence.

48-Hour Repair / Loaner Program

ISG/Infrasy's operates a technical center in Atlanta, Georgia that is capable of conducting repairs and maintenance on every component of our products – including the highly technical IR camera engine. This unique capability ensures our customers enjoy the lowest cost of ownership and fastest repair turnaround time industrywide. In conjunction with our warranty, customers whose cameras require servicing will be provided with a loaner camera, if the repair cannot be turned around in 48 hours or less.

Extended Warranties

Extended warranties are available for customers who wish to extend their standard 1 year warranty for 2 additional years.

Repairs and Maintenance

If you are experiencing a maintenance issue with your camera, please fill out the Service Request Form, or contact our

THE POWER INSIDE THE LENS

Learn more about the power behind the ELITE E380:

- Camera Details
- Specifications
- Options & Accessories
- Warranty Information
- Training
- User Manual
- Download Brochure
- Bid Specifications
- Request Information From A Specialist

THOUSANDS OF FIRE DEPARTMENTS
WORLDWIDE RELY ON THE
POWER OF OUR CAMERAS

ISG cameras can take the heat!

Digitek Digital Technology





Date 01-13-14

Re; Surprise Fire Department, AZ.

To Whom It May Concern, ISG Thermal Cameras has changed the style of their camera E-380 to the X-380 to a smaller version, but all operations are the same. The Surprise Fire Department has looked at and evaluated the X-380 and has elected to change to this style. The price point is the same, but the style is Different. This was decided on by Division Chief Brenden Espie and Capt. Doug Richards.

Please feel free to contact me at any time.

Thank you
Jay White
Senior Sales Manager
ISG/INFRASYS
310-736-8531
jwhite@isgfire.com

EXHIBIT B
TO
COOPERATIVE PURCHASING AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
WESTERN STATES FIRE EQUIPMENT

[Quote]

See following pages.



Remit To:
 Freightliner, Sterling,
 Western Star of Arizona

9899 W. Roosevelt St.
 Tolleson, AZ 85353
 (800) 497-2211
 (623) 907-9900
 Fax (623) 907-6409
 With Additional Locations in:



www.wsfireequip.com

Tucson, Flagstaff, and Chandler

www.fswaz.com

001

Estimate

E001130560

Date

PO#

****QUOTE****

Bill-To 17838

Ship-To 17838A

CITY OF AVONDALE

AVONDALE FIRE-RESCUE SERVICES

Accounts Payable
 11465 W CIVIC CENTER DR # 290
 AVONDALE AZ 85323-6809

1825 N. 107 AVE

AVONDALE AZ 85392

Customer Quote

Reference#	Ship Via	Date Shipped	Writer	Terms
	I	3/25/2014	Ernie P.	30

Ship	Item	Description	List Price	Unit Price	Extended
9	001A/ISG X380 CAMERA PACKAGE	X380 PACKAGE	12,995.00	9,611.12	86,500.08
9		FRT CHARGE		90.00	810.00
SURPRISE CONTRACT 13-006					

Disclaimers of Warranties

Any warranties on the product sold hereby are those made by the manufacturer. The seller hereby expressly disclaims all warranties, either express or implied, including any implied warranty of merchantability or fitness for a particular purpose, and the seller neither assumes nor authorizes any other person to assume for it any liability in connections with the sale of said merchandise.

Return Policy

No returns without invoice. No return on electrical parts. No return on special orders. 20% restocking charge on returns. No returns after 30 days including cores.
 Core credited after inspection

Freight	810.00
Subtotal	86,500.08
Taxes	5,325.91
Total:	92,635.99

Customer Signature: _____



March 25, 2014

City of Avondale
Fire-Rescue Services

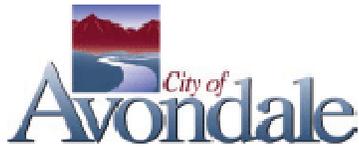
Subject: Co-Op use of City of Surprise Contract 13-006, Thermal
Imaging Cameras

This is a listing of the items and equipment included in the purchase of
a Camera Package under IFB 13-006, as quoted on Western States
Fire Equipment Quote #E1130560:

X380 Camera with Integral Handle
Truck Mount Charger for 12v
Desktop Charger for 120v
2 Batteries
Retractable Lanyard
Batteries for Life program eligibility
2-Year Warranty with added 3rd Year of coverage

A handwritten signature in black ink that reads 'Ernie Pugh'. The signature is written in a cursive style with a large, stylized 'E' and 'P'.

Ernie Pugh
Cpt., Peoria Fire Dept, Ret
Western States Fire Equipment



DEVELOPMENT SERVICES

SUBJECT:

Minor Land Division/Lot Combination - Northeast Corner of Dysart Road and Western Avenue (PL-14-0060)

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director (623) 333-4013

THROUGH: David Fitzhugh, Acting City Manager (623) 333-1014

REQUEST: Approval of a Minor Land Division/Lot Combination that consolidates two existing parcels into a single lot, dedicates right-of-way for future sidewalk/intersection improvements, dedicates a power easement for the benefit of adjacent property, and abandons portions of existing easements no longer needed.

PARCEL SIZE: Approximately 1.16 acres

LOCATION: Northeast Corner of Dysart Road and Western Avenue (Exhibits A and B)

APPLICANT: City of Avondale

OWNER: City of Avondale

BACKGROUND:

The City of Avondale acquired the subject property in March 2007 from the State of Arizona. The structures on the property were demolished in 2008 and the property has remained vacant since that date. The city has sought out opportunities to advance the economic goals of bringing new businesses and economic vitality to the Historic Avondale area, and on April 7, 2013 the City Council authorized the sale of the property to further those opportunities. The proposed Minor Land Division/Lot Combination will allow the property to be developed upon the sale.

SUMMARY OF REQUEST:

1. The proposed Minor Land Division/Lot Combination (Exhibit C) consolidates two existing City-owned parcels into a single 1.16 acre parcel.
2. City Council approval is required for any Minor Land Division application which dedicates and/or abandons public rights-of-way and easements. The proposed application:
 - Dedicates right-of-way (varying widths) to accommodate the future construction of Dysart Road/Western Avenue sidewalk/intersection improvements.
 - Abandons portions of existing public utility easements located in the proposed new right-of-way.
 - Dedicates a new power easement on the eastern boundary of the property needed by APS to serve adjacent property.

PARTICIPATION:

Public notification is not required for Minor Land Division applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review Minor Land Division applications.

ANALYSIS:

- The City of Avondale Zoning Ordinance prohibits development across lot lines. The proposed Lot Combination will allow the entire site to be developed as a unified development.
- The proposed Minor Land Division has been reviewed by the City's Registered Land Surveyor and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property.
- The proposed Minor Land Division is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.
- Approval of the proposed Minor Land Division will dedicate right-of-way needed by the City for future Dysart Road and Western Avenue pedestrian and intersection improvements to be completed as part of the Dysart Road Beautification Project.

FINDINGS:

The proposed request complies with all applicable City documents, including but not limited to the Avondale Subdivision Regulations, Avondale Zoning Ordinance, Avondale General Plan 2030, and the General Engineering Requirements Manual.

RECOMMENDATION:

Staff recommends that the City Council **APPROVE** application PL-14-0060 as part of the April 21, 2014 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-14-0060, a request for approval of a Minor Land Division/Lot Combination of City-owned property located at the northeast corner of Dysart Road and Western Avenue.

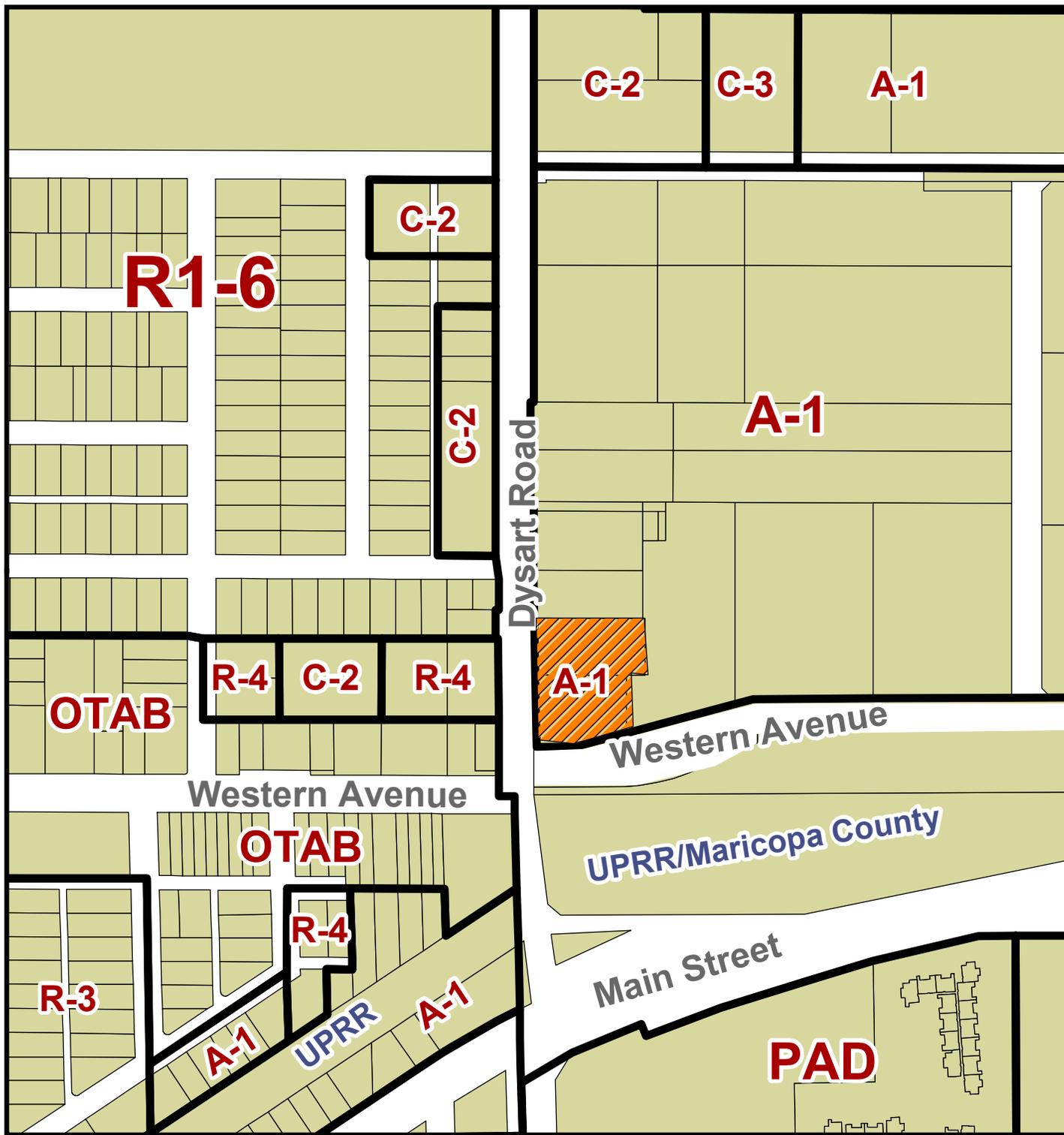
ATTACHMENTS:

Click to download

- [Exhibit A - Zoning Vicinity Map](#)
- [Exhibit B - Aerial Photograph](#)
- [Exhibit C - Proposed Minor Land Division](#)

PROJECT MANAGER:

Ken Galica, Senior Planner (623) 333-4019

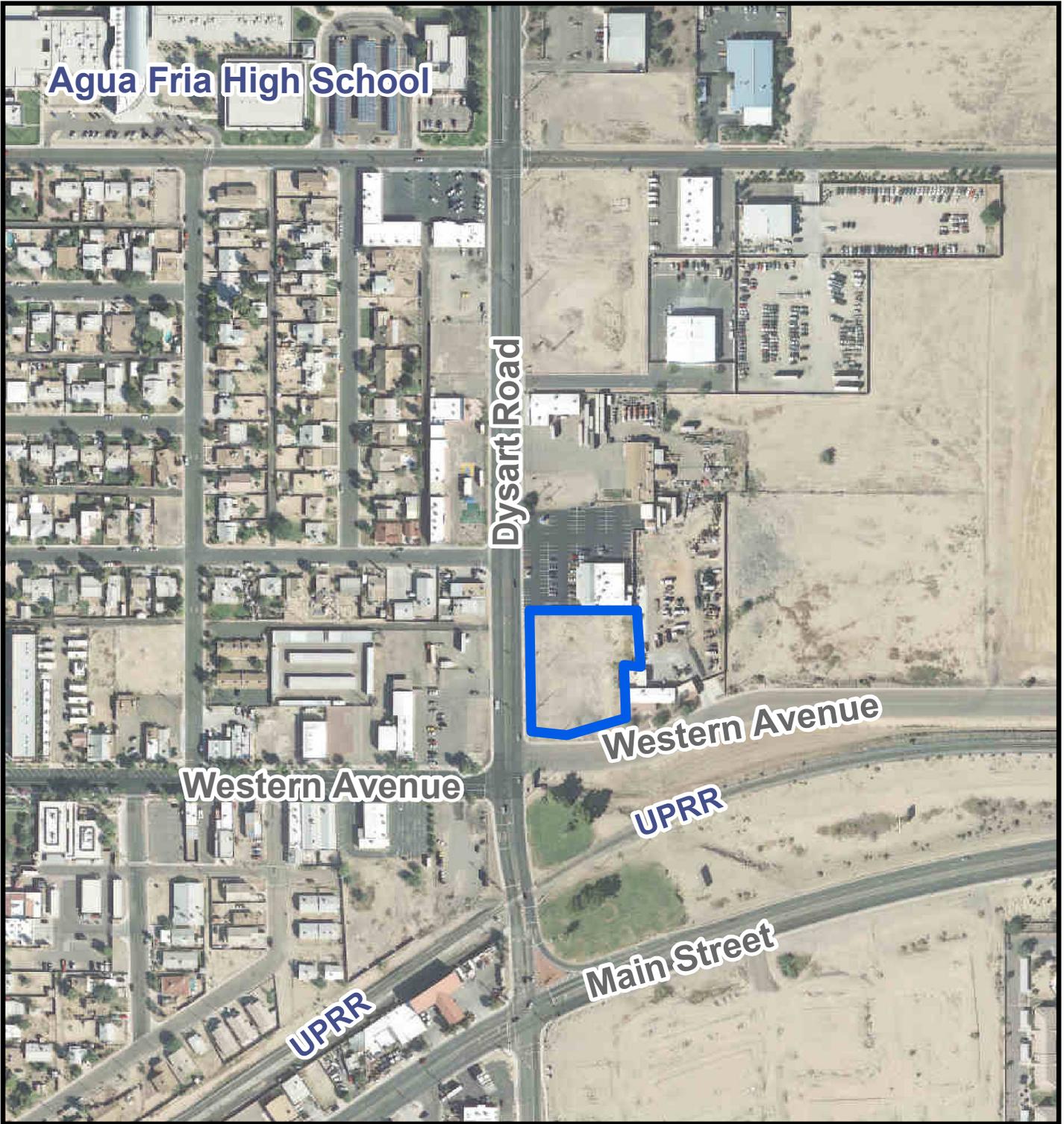


Zoning Vicinity Map



Subject Property





Aerial Photograph



Subject Property



MINOR LAND DIVISION FOR LOT COMBINATION PURPOSES "N.E. CORNER DYSART & WESTERN - AVONDALE"

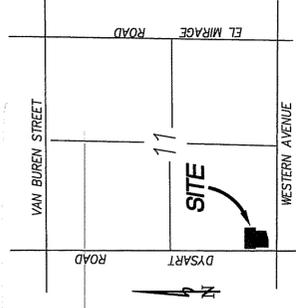
FOR
MARICOPA COUNTY ASSESSOR PARCELS
500-21-011A AND 500-21-017

AVONDALE, ARIZONA

PARCELS BEING LOCATED IN THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN MARICOPA COUNTY, ARIZONA

SHEET INDEX

- 1-----COVER SHEET
- 2-----LOT COMBINATION PARCELS



VICINITY MAP

NOT TO SCALE

PARCEL AREA TABLE

PARCEL NO.	AREA IN SQUARE FEET	AREA IN ACRES
1 (ONE)	26,875 (EXIST. TOTAL)	0.6170
2 (TWO)	28,800 (EXIST. TOTAL)	0.6612
*2 (R/W)	1,258 (R/W ESMT)	0.0289
* = ROAD RIGHT OF WAY EASEMENT MCR		
1960 RECORDED DOCKET, 3531, PAGE 185		
LOT A	50,428 (TOTAL)	1.1577
NEW R/W	5,247 (TOTAL FEE)	0.1205
POWER	1,001 (EASEMENT)	0.0230

Approved by the Council of the City of Avondale, Arizona,
this _____ day of _____, 2014

APPROVALS

Mayor _____ Date: _____
Attest, City Clerk _____ Date: _____
City Engineer _____ Date: _____

PLAN PREPARATION BLOCK

CASE # _____, 2014
SUBMITTAL # _____ PREPARATION DATE: _____
SUBMITTAL # _____ PREPARATION DATE: _____
SUBMITTAL # _____ PREPARATION DATE: _____

GENERAL NOTES

- ALL LANDSCAPING WITHIN THE ARTERIAL STREET RIGHT-OF-WAY IS TO BE MAINTAINED BY THE ADJACENT OWNERS.
- ALL UTILITY AND PUBLIC SERVICE EASEMENTS, INCLUDING ANY LIMITATIONS OR EASEMENTS, AND CONSTRUCTION WITHIN SUCH EASEMENTS, SHALL BE LIMITED TO UTILITIES AND LANDSCAPING.
- ALL UTILITIES SHALL BE INSTALLED UNDERGROUND.
- NO ALTERATIONS SHALL BE MADE TO THE STORM WATER RETENTION AREAS THAT ARE A PART OF THESE PREMISES WITHOUT WRITTEN APPROVAL BY THE CITY OF AVONDALE.
- NO STRUCTURES SHALL BE CONSTRUCTED IN OR ACROSS NOR SHALL OTHER IMPROVEMENTS OR ALTERATIONS BE MADE TO THE DRAINAGE FACILITIES THAT ARE A PART OF THIS SUBDIVISION WITHOUT WRITTEN AUTHORIZATION BY THE CITY OF AVONDALE.
- ALL RETENTION BASINS MUST DRAIN ANY STORM EVENT UP TO AND INCLUDING 100-YEAR, 2 HOUR STORM WITHIN 36 HOURS. OWNERS MUST TAKE CORRECTIVE ACTIONS TO BRING THE BASIN INTO COMPLIANCE.

BASIS OF BEARING

THE WEST LINE OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, G&SRM, HAVING A BEARING OF NORTH 00° 01' 11" EAST, PER RECORD OF SURVEY BY CRS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE IN BOOK 694, PAGE 19, AND BY THE 2014 MCR BOOK 1179, PAGE 03 OF THE MAPS RECORDED IN THE MARICOPA COUNTY RECORDERS OFFICE IN BOOK 694, PAGE 38, AND BY THE 2014 MCR BOOK 1179, PAGE 03.

LEGEND LINE TYPES

- EXTERIOR LOT "A" LIMITS
- SECTION 11 LINES OR STREET CENTER LINES
- EXISTING EASEMENT LINES
- NEW DEDICATED EASEMENT LINES
- ADJOINER OWNERSHIP LINES
- EXISTING R/W EASEMENT LINE

LEGEND

- R.L.S. = REGISTERED LAND SURVEYOR
- A.L.S. = AMERICAN LEGION SURVEYOR
- A.S.S. = AMERICAN SOCIETY OF SURVEYING AND MAPPING
- N.S.S. = NATIONAL SOCIETY OF PROFESSIONAL SURVEYORS
- G&SRM = GILA AND SALT RIVER MERIDIAN
- R/W = RIGHT OF WAY ROADWAY
- FT. = FEET MEASUREMENT UNITS INTERNATIONAL
- N = NORTH
- S = SOUTH
- E = EAST
- W = WEST
- MIN. = MINIMUM
- RECORD. = RECORD
- RTR = RECORD TITLE REPORT DESCRIPTION
- M = COMPUTED MEASURE VALUE
- C = MEASURED VALUE IN THE FIELD
- M = RECORDED DOCUMENT NUMBER SHOWN HEREON
- R# = CONSULTANT REGISTERED SURVEYING
- CRS = GEODETIC DENIFICATION AND CADASTRAL SURVEY
- GRACS = NOT TO SCALE
- APN = ASSESSOR PARCEL NUMBER (MARICOPA COUNTY)
- N.I.S. = NATIONALLY IDENTIFIED SURVEY
- ENL. = ENLARGED
- EXCPT. = EXCEPTION
- EXST. = EXISTING

SXXXX'XX" = ANGULAR TYPICAL DIRECTION DEGREES, MINUTES, SECONDS OF ANGULAR ARC

- = FOUND MONUMENT PER DESCRIPTION ON THIS SURVEY
- = MONUMENT NOT SEARCHED FOR WITH POSITION FALLING ON ASPHALT ROADWAY AND NO MAGNETIC SIGNAL DETECTED.
- = COMPUTED POSITION NOT SEARCHED FOR OR NOT SET.
- = 1/2 REBAR WITH "CRS 28742" 1/2 BRASS TAG ATTACHED WITH PIN WIRE FLAG UNLESS OTHERWISE DESCRIBED HEREON. MONUMENTS IN FIELD SET.

LEGAL DESCRIPTION (PARENT PARCELS)

PARCEL NO. 1 (ASSESSOR PARCEL NO. 500-21-017)
LOT 1, AVONDALE INDUSTRIAL PARK, ACCORDING TO BOOK 234 OF MAPS, PAGE 22, RECORDS OF MARICOPA COUNTY, ARIZONA.

PARCEL NO. 2 (ASSESSOR PARCEL NO. 500-21-011A)

THAT PART OF THE SOUTHWEST QUARTER OF THE SOUTHWEST QUARTER OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA DESCRIBED AS FOLLOWS:

BEGINNING 371.42 FEET NORTH AND 33 FEET EAST OF THE COMMON CORNER OF SECTIONS 10, 11, 14, AND 15, TOWNSHIP 1 NORTH, RANGE 1 WEST, OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY ARIZONA;

THENCE SOUTH PARALLEL, AND 33 FEET EAST OF THE WEST LINE OF SAID SECTION 11, A DISTANCE OF 120 FEET;

THENCE EAST A DISTANCE OF 240 FEET;

THENCE NORTH A DISTANCE OF 120 FEET;

THENCE WEST A DISTANCE OF 240 FEET TO THE POINT OF BEGINNING.

LEGAL DESCRIPTION (NEW LOT 'A')

THAT PORTION OF PARCEL NO. 1 AND PARCEL NO. 2 DESCRIBED IN MARICOPA COUNTY RECORDERS OFFICE (MCR) INSTRUMENT NO. 2008-1085607, LOCATED IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST OF THE GILA AND SALT RIVER MERIDIAN, CITY OF AVONDALE, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 11, BEING MARKED BY A CITY OF AVONDALE BRASS CAP IN HAND-HELP PER DESCRIPTION ON THE RECORD OF SURVEY RECORDED IN MARICOPA COUNTY RECORDERS OFFICE BOOK 1170, PAGE 19, FROM WHICH FOR A BEARING REFERENCE THE WEST QUARTER CORNER OF SAID SECTION 11, BEING MARKED BY A CITY OF AVONDALE BRASS CAP IN HAND HOLE PER SAID MCR BOOK 1170, PAGE 19, BEARS NORTH 00° 01' 11" EAST, 2844.87 FEET.

THENCE ALONG THE WEST LINE OF SAID SECTION 11, NORTH 00° 01' 11" EAST, 371.42 FEET PER SAID MCR 2008-1085607;

THENCE LEAVING SAID WEST LINE, ALONG THE NORTH LINE OF PARCEL NO. 2 OF SAID MCR 2008-1085607, SOUTH 89° 58' 49" EAST, 55.00 FEET TO THE EAST LINE OF THE WEST 1/4 INCH BRASS TAG STAMPED "CRS 28742", SAID REBAR BEING A TYPICAL SURVEY MONUMENT HEREAFTER DESCRIBED, ALSO BEING THE POINT OF BEGINNING;

THENCE LEAVING SAID NORTH LINE, ALONG SAID EAST LINE, SOUTH 00° 01' 11" WEST, 235.88 FEET TO A SAID TYPICAL SURVEY MONUMENT;

THENCE LEAVING SAID EAST LINE SOUTH 45° 07' 49" EAST, 35.26 FEET TO A SAID TYPICAL SURVEY MONUMENT;

THENCE NORTH 89° 43' 11" EAST, 87.21 FEET TO THE SOUTHEAST LINE OF LOT 1, BEING PARCEL NO. 1 OF SAID MCR 2008-1085607, BEING MARKED WITH A SAID TYPICAL SURVEY MONUMENT;

THENCE ALONG SOUTHEAST LINE, NORTH 74° 49' 17" EAST, 69.84 FEET TO THE SOUTHEAST CORNER OF SAID LOT 1, BEING SAID PARCEL NO. 1 OF MCR 2008-1085607, BEING MARKED WITH A FOUND 1/2 INCH REBAR, NOT HAVING ANY FOUND IDENTIFICATION, THUS A 1/2 INCH BRASS TAG STAMPED "CRS 28742" WAS ATTACHED;

THENCE ALONG THE EAST LINE OF SAID LOT 1, BEING SAID PARCEL NO. 1 OF MCR 2008-1085607, NORTH 00° 14' 12" WEST, 121.98 FEET TO THE SOUTH LINE OF SAID PARCEL NO. 2, BEING MARKED WITH A SAID TYPICAL SURVEY MONUMENT;

THENCE ALONG SAID SOUTH LINE, SOUTH 89° 58' 49" EAST, 38.93 FEET TO THE SOUTHEAST CORNER OF SAID PARCEL NO. 2 OF MCR 2008-1085607, BEING MARKED WITH A SAID TYPICAL SURVEY MONUMENT;

THENCE ALONG THE EAST LINE OF SAID PARCEL NO. 2 OF MCR 2008-1085607, NORTH 00° 01' 11" EAST, 120.00 FEET TO THE NORTHEAST CORNER OF SAID PARCEL NO. 2 OF MCR 2008-1085607, BEING MARKED WITH A SAID TYPICAL SURVEY MONUMENT;

THENCE ALONG THE SAID NORTH LINE OF PARCEL NO. 2, NORTH 89° 58' 49" WEST, 218.00 FEET BACK TO THE POINT OF BEGINNING.

PARCEL CONTAINS 50,428 SQUARE FEET OR 1.1577 ACRES MORE OR LESS.

SURVEY REFERENCES

- R1 = MCR PLATS BOOK 234, PAGE 22, AVONDALE INDUSTRIAL PARK, 3 LOT SUBDIVISION
- R2 = MCR PLATS BOOK 1170, PAGE 19, CRS RESULTS OF SURVEY FOR STREET AND SECTION MONUMENTS.
- R3 = MCR PLATS BOOK 694, PAGE 38 (GRID TO GROUND COMBINED SCALE FACTOR 1.000126616)
- R4 = MCR PLATS BOOK 1179, PAGE 03, CRS RESULTS OF SURVEY FOR THIS PARCEL AS PART OF AN AMERICAN LAND TITLE SURVEY COMPLETED BY CRS.

SURVEYORS CERTIFICATION

I, CARL SITTERLEY, AN ARIZONA REGISTERED LAND SURVEYOR, CERTIFY THAT THIS SURVEY WAS PERFORMED BY ME OR UNDER MY DIRECT SUPERVISION DURING FEBRUARY AND MARCH OF 2014, THAT THE DIMENSIONS, BEARINGS, SURVEY MONUMENTS SHOWN ON THIS MAP ARE CORRECT AND ACCURATE AND SURVEYING MONUMENTS ARE BEING FOUND IN THE LOCATIONS INDICATED HEREON. THIS SURVEY HAS BEEN MADE IN ACCORDANCE WITH THE CURRENT ARIZONA BOUNDARY SURVEY MINIMUM STANDARDS.

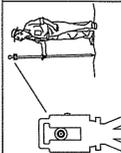
DATE:



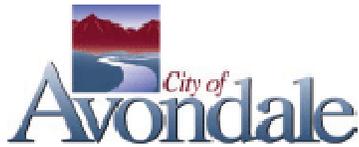
SIGNED WITH SEAL CARL SITTERLEY, RLS, ARIZONA NO. 28742 EXPIRES 03/31/2016

DATE	04/05/2014
SCALE	VARIES
DRAWN BY	CRS
APPROVED BY	CRS
SHEET	1 OF 2

CRS
CONSULTANT REGISTERED SURVEYING, INC.
8732 E. PICCADILLY ROAD
SCOTTSDALE, ARIZONA
480-620-1382



CITY OF AVONDALE---MINOR LAND DIVISION FOR LOT COMBINATION PURPOSES
MARICOPA COUNTY ASSESSOR PARCELS 500-21-011A AND 500-21-017
SECTION 11, TOWNSHIP 1 NORTH, RANGE 1 WEST, GILA & SALT RIVER MERIDIAN
CRS JOB NO. 14007



CITY COUNCIL REPORT

SUBJECT:

Ordinance 1543-414 - Conveyance of Right-of-Way
South of Brinker Drive and East of Dysart Road

MEETING DATE:

April 21, 2014

TO: Mayor and Council

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

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council adopt an ordinance authorizing the conveyance of real property generally located south of Brinker Drive and east of Dysart Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

BACKGROUND:

The City owns a remnant parcel of excess alley right-of-way located south of Brinker Drive east of Dysart Road. The parcel was a portion of right-of-ways which was quit-claimed on December 17, 1965. The adjacent property owner, All Service Automotive Professionals, LLC, has requested to purchase the property from the City to use it to access their property which is located at the southwest end of the subject strip.

DISCUSSION:

The subject remnant is an approximate 215 x 25 foot wide strip, with a total area of 5,372 square feet and is located about 660 feet east of and parallel with Dysart Road on the south side of Brinker Drive. Staff has researched and found no plans to develop the right-of-way into a public roadway; the parcel is an uneconomic remnant. Existing utilities are located in the subject remnant right-of-way. A public utility easement has been reserved by the City within the easement area.

BUDGETARY IMPACT:

The revenue from the sale of the city-owned property will be directed to the City's General Fund. The sale amount will be based on appraisal value and is expected to be a nominal amount.

RECOMMENDATION:

Staff recommends that City Council adopt an ordinance authorizing the conveyance of certain real property generally located south of Brinker Drive and east of Dysart Road, and authorize the Mayor, City Clerk and City Attorney to execute the necessary documents.

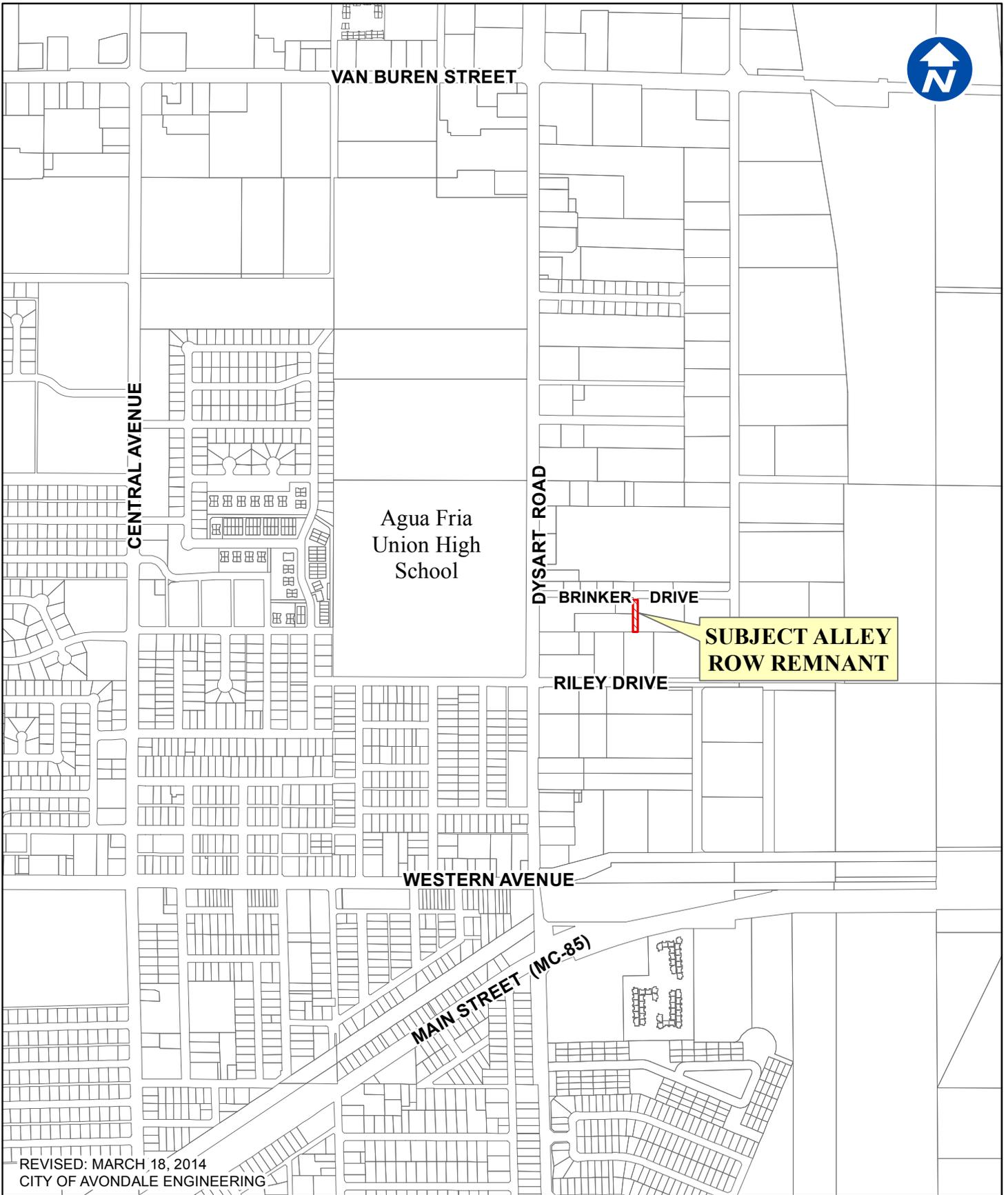
ATTACHMENTS:

Click to download

[Location Map](#)

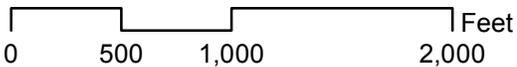
[Ordinance 1543-414](#)

LOCATION MAP



REVISED: MARCH 18, 2014
CITY OF AVONDALE ENGINEERING

APPROXIMATE SCALE



**BRINKER DRIVE ALLEY
REMNANT RIGHT-OF-WAY**

ORDINANCE NO. 1543-414

AN ORDINANCE OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE SALE OF CERTAIN REAL PROPERTY, GENERALLY LOCATED SOUTH OF BRINKER DRIVE AND EAST OF DYSART ROAD.

WHEREAS, the City of Avondale (the “City”) is the owner of certain real property generally located south of Brinker Drive and east of Dysart Road in Avondale (the “Property”), as more particularly described and depicted on Exhibit A, attached hereto and incorporated herein by reference; and

WHEREAS, pursuant to Article I, Section 3 of the Avondale City Charter, the City may sell property as the City’s interests may require; and

WHEREAS, the Council of the City of Avondale (i) has determined that the Property has no useful purpose or value and (ii) desires to sell whatever right, title or interest it has in the Property; and

WHEREAS, the City desires to reserve and except from the sale a public utility easement through, over, under and across the Property (the “Easement”), as convenient or necessary for use and operation by the City.

NOW THEREFORE, BE IT ORDAINED BY THE COUNCIL OF THE CITY OF AVONDALE as follows:

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The sale of the Property is hereby authorized, subject to reservation of the Easement.

SECTION 3. If any provision of this Ordinance is for any reason held by any court of competent jurisdiction to be unenforceable, such provision of portion hereof shall be deemed separate, distinct, and independent of all other provisions and such holding shall not affect the validity of the remaining portions of this Ordinance.

SECTION 4. The Mayor, the City Manager, the City Attorney and the City Clerk are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Ordinance.

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
ORDINANCE NO. 1543-414

[Legal Description and Map of Property]

April 3, 2014

ALLEY REMNANT SOUTH OF BRINKER DRIVE

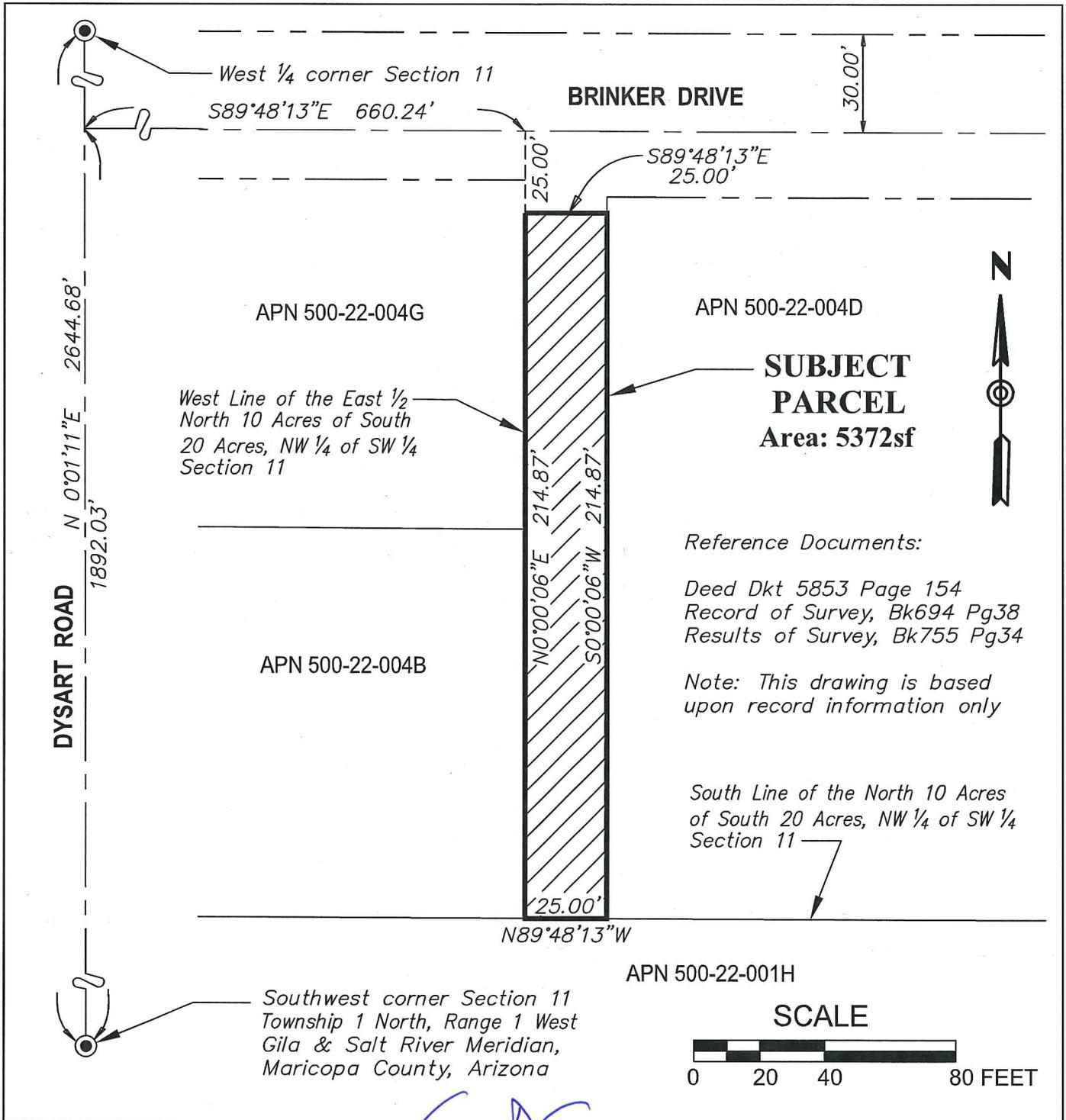
LEGAL DESCRIPTION

The West 25 feet of the East half of the North 10 Acres of the South 20 Acres of the of the Northwest Quarter of the Southwest Quarter of Section 11, Township 1 North, Range 1 West, Gila and Salt River Meridian, Maricopa County, Arizona.

Except the North 115 feet thereof.



Expires: June 30, 2016

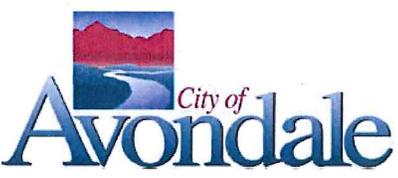


Reference Documents:

Deed Dkt 5853 Page 154
 Record of Survey, Bk694 Pg38
 Results of Survey, Bk755 Pg34

Note: This drawing is based upon record information only

South Line of the North 10 Acres of South 20 Acres, NW 1/4 of SW 1/4 Section 11

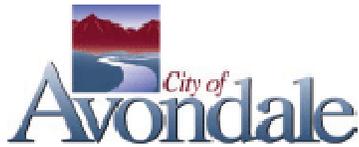


DEVELOPMENT SERVICES AND ENGINEERING



EXHIBIT MAP
BRINKER DRIVE
REMNANT ALLEY PARCEL

DATE: <u>04-03-2014</u>	PROJECT NAME Brinker Alley
DSN: _____	PAGE 1 OF 1
DRN: <u>LS</u>	
CHK: <u>CH</u>	



CITY COUNCIL REPORT

SUBJECT:

Public Hearing and Resolution 3179-414 - 2014-2015 Annual Action Plan

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Stephanie Small, Neighborhood and Family Services Director; 623-333-2711

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

The U.S. Department of Housing and Urban Development (HUD) has allocated \$601,691 in Community Development Block Grant (CDBG) funds and \$148,229 in Home Investment Partnership (HOME) funds to the City of Avondale for Fiscal year 2014/15 which begins on July 1, 2014 and extends through June 30, 2015. Council is requested to hold a public hearing on the plan.

BACKGROUND:

The City of Avondale receives annual allocations of HOME and CDBG funds from HUD. The federal objective of the CDBG program is to "develop viable urban communities by providing decent housing, a suitable living environment and economic opportunities for low-moderate income persons." The objective of the HOME program is to "create affordable housing opportunities for low-income persons."

City of Avondale goals and objectives with respect to CDBG and HOME are defined in the 5-Year Consolidated Plan which was approved by City Council in April 2010. The Consolidated Plan identified the housing, economic and social development needs of low-income and special needs persons and prescribed strategies to address them. The Annual Action Plan serves as an update to the Consolidated Plan and identifies the goals, strategies and expected outcomes for that program year. HUD requires that local governments involve the public in completing their Annual Action Plans. This plan represents the fifth planning year within this 5-year planning cycle.

DISCUSSION:

Neighborhood and Family Services (NFS) held an extensive public participation process to receive input for the Annual Action Plan. The first public meeting was held on January 15, 2014. The Neighborhood and Family Services Commission also reviewed and provided input in regards to the proposed plan on February 26, 2014 at which time the Commission gave their recommendation to request that the Council approve the activities and allocations as recommended by staff.

Following these forums, a draft Annual Action Plan was made available to the public for a 30-day comment period which began on March 4, 2014 and ended April 3, 2014. Data gathered from the public participation process did not reflect a change in community priorities which remain as follows: preserve the existing affordable housing stock, increase homeownership opportunities, affirmatively further fair housing in Avondale, support organizations that assist the City's special needs population, improve public infrastructure and economic conditions in low-income, economically-challenged neighborhoods, to reduce lead based paint hazards in residential dwellings in Avondale and to support new construction and rehabilitation of affordable rental development.

On April 7, 2014 staff presented the proposed Annual Action Plan to the Council. HUD released final 2014-2015 allocations in late March. Total CDBG funding will equal \$601,691 and total HOME funding will equal \$148,229. Staff recommends the following activity funding:

Recommended CDBG Allocations

1. Street Reconstruction \$240,784
2. Emergency Home Repair \$160,875
3. Revitalization Area and Small Business Assistance \$39,955
4. Youth Services \$39,955
5. Administration \$120,392

Recommended HOME Allocations:

1. Home Buyer Assistance \$40,000
2. Substantial Rehabilitation \$98,965
3. Administration \$9,264

BUDGETARY IMPACT:

The use of \$148,229 in HOME funds will require a 25% non-federal match from the City of Avondale of \$37,058 which has been included in the proposed 2014-15 budget in the Non-departmental Fund Line No. 101-5300-00-9823 Transfer Out Home Grants. CDBG funds do not require match.

RECOMMENDATION:

Staff recommends that Council hold a public hearing and adopt the Resolution approving the 2014/2015 Annual Action Plan and authorizing its submission to HUD.

ATTACHMENTS:

Click to download

[Resolution 3179-414](#)

RESOLUTION NO. 3179-414

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING THE 2014/2015 ANNUAL ACTION PLAN PORTION OF THE 2010-2014 CONSOLIDATED PLAN AND AUTHORIZING ITS SUBMISSION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT FOR RECEIPT OF FEDERAL COMMUNITY DEVELOPMENT BLOCK GRANT FUNDS.

WHEREAS, Title 1 of the Housing and Community Development Act of 1974, as amended, establishes a Community Development Block Grant (“CDBG”) program for the purpose of developing viable urban communities by providing decent housing and a suitable living environment, expanding economic opportunities and preventing and/or eliminating conditions of slum and blight, principally for persons of low and moderate income; and

WHEREAS, the City of Avondale (the “City”) desires to receive CDBG funds and to continue to carry out CDBG-funded programs; and

WHEREAS, the U.S. Department of Housing and Urban Development (“HUD”) is expected to provide approximately \$601,961 in CDBG funds to the City for Fiscal Year 2014/2015; and

WHEREAS, the Code of Federal Regulations, 24 CFR Part 91 requires the submission to HUD and subsequent approval by HUD of a multi-year Consolidated Plan and an Annual Action Plan as a condition of receiving CDBG funds; and

WHEREAS, the City of Avondale 2010-2014 Consolidated Plan (the “Consolidated Plan”) was approved by Council of the City of Avondale (the “City Council”) on April 19, 2010 and by HUD in June, 2010; and

WHEREAS, the City prepared an updated 2014/2015 Annual Action Plan element of the Consolidated Plan listing activities to be funded in the 2014/2015 program year (the “2014/2015 Annual Action Plan”); and

WHEREAS, all funding allocations are subject to final award/allocation by HUD and availability of funding and may be as much as 10% less than the award/allocation from the previous year; and

WHEREAS, the City has completed public participation requirements in accordance with 24 CFR Part 91, including (i) public hearings held on October 23, 2013, January 15, 2014 and February 26, 2014, at which an opportunity for public comment was available, (ii) a 30-day comment period beginning March 4, 2014 and extending through April 4, 2014, during which time comments were able to be received from City residents for incorporation into the 2014/2015 Annual Action Plan and (iii) an additional public hearing held by the City Council on April 21, 2014.

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

SECTION 1. The recitals above are hereby incorporated as if fully set forth herein.

SECTION 2. The 2014/2015 Annual Action Plan portion of the 2010-2014 Consolidated Plan and the allocation of funding to the activities to be undertaken described below are hereby approved and authorized for submission to HUD.

2014/2015 CDBG Annual Action Plan Allocations – Estimated	
Activity	Amount Proposed
Administration	\$120,392
Street Improvements	\$240,784
Emergency Home Repair	\$160,875
Youth Public Services	\$39,955
Western Avenue Revitalization/Small Business Asst.	\$39,955
Total Grant	\$601,961

SECTION 3. The City Council hereby finds that expenditures as set forth in the 2014/2015 Annual Action Plan are necessary and appropriate and further, that said expenditures for the CDBG program will serve to assist low- and moderate-income individuals/families (no less than 70 percent as described in federal regulations) and/or serve to prevent or eliminate conditions of slum or blight in the community.

SECTION 4. If the amount of funding approved by HUD is less than the total of estimates set forth in Section 2 above, the City Manager or designee is hereby authorized and directed to make adjustments as necessary to the activity allocations to ensure that the funds allocated are distributed to the listed activities in the proportions set forth in Section 2 above.

SECTION 5. The Mayor, the City Manager or authorized designee, the City Clerk and the City Attorney are hereby authorized and directed to take all steps and execute all documents necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, April 21, 2014.

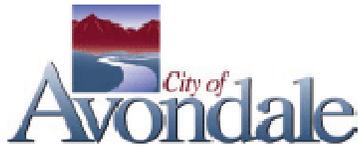
Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL REPORT

SUBJECT:

Resolution 3178-414 - Intergovernment Agreement
- University of Arizona

MEETING DATE:

April 21, 2014

TO: Mayor and Council

FROM: Stephanie Small, Neighborhood and Family Services Director (623) 333-2711

THROUGH: David Fitzhugh, Acting City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution authorizing an IGA with the University of Arizona, Norton School of Family and Consumer Sciences, in the amount of \$14,960 and authorize the Mayor or City Manger and City Clerk to execute the agreement.

BACKGROUND:

Funding provided by First Things First supports the services provided to families with children five years of age or younger. Care1st Avondale Resource and Housing Center connects families in the Southwest Valley to a wealth of human services provided in at one location. In fiscal year 2013, the average monthly utilization of the Center was over 5,000 participants. During this time, an average of 200 parents with children age birth to five years received services, referrals to outside services or information at the Care1st Avondale Resource and Housing Center each month. The Neighborhood and Family Services Department administers the Resource Center.

Some of the services and referrals provided at the Care1st Avondale Resource and Housing Center include the following: parent/caregiver literacy and parent education classes and events for families with children age birth to five years, assistance with renewals and applications for AHCCCS health care, nutrition assistance (food stamps) and for cash assistance, GED, literacy and ESL classes, walk-in services for WIC (Women, Infant and Children), employment services, support groups for various needs, and medicare benefits counseling.

DISCUSSION:

As part of efforts to continuously improve services and assure that limited funds are being spent efficiently, the Neighborhood and Family Services Department (NFS) in partnership with the Finance Department procured professional data analysis and evaluation services to assist in the examination of services and programs provided through our grant with First Things First. The University of Arizona, Norton School of Family and Consumer Sciences was selected to provide the services through the solicitation.

The University of Arizona, Norton School of Family and Consumer Sciences is uniquely situated to provide evaluate the early childhood and child development programs provided at the Care1st Avondale Resource and Housing Center, as it has completed data analysis and evaluations for the Southwest Maricopa Regional Partnership Council and the Arizona Early Childhood Development and Health Board (First Things First) grant.

BUDGETARY IMPACT:

There will be no impact to the General Fund. Grant funding for this project is provided through First Things First and is included in the current Neighborhood and Family Services Care, Grants, First

Things First budget line item Other Professional Services No. 209-7554-00-6180.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing an IGA with the University of Arizona, Norton School of Family and Consumer Sciences in the amount of \$14,960 and authorize the Mayor or City Manger and City Clerk to execute the agreement.

ATTACHMENTS:

Click to download

[Resolution 3178-414](#)

RESOLUTION NO. 3178-414

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, APPROVING AN INTERGOVERNMENTAL AGREEMENT WITH THE UNIVERSITY OF ARIZONA RELATING TO THE EVALUATION OF THE CARE 1ST AVONDALE RESOURCE AND HOUSING CENTER.

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

SECTION 1. The Intergovernmental Agreement (the “Agreement”) with the Arizona Board of Regents, University of Arizona relating to the evaluation of the Care 1st Avondale Resource and Housing Center is hereby adopted 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 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, April 21, 2014.

Marie Lopez Rogers, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3178-414

[Agreement]

See following pages.

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is made as of April 21, 2014, between the City of Avondale, an Arizona municipal corporation (the "City") and Arizona Board of Regents, acting through the University of Arizona, an Arizona university (the "University"). The City and the University are referred to herein individually as a "Party" and collectively as the "Parties."

RECITALS

A. The City operates the Care 1st Avondale Resource and Housing Center (the "Center") to provide human services to residents of the Southwest Valley.

B. The City receives grant funding from the Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board, First Things First ("First Things First") to assist with the provision of human services at the Center (the "Grant"). The Grant requires the City to evaluate the programs offered at the Center on a yearly basis.

C. The City issued a Request for Quotations Small Purchase for Program Evaluations and Data Analysis, NFS 13-046-QSP (the "RFQ"), seeking quotes from qualified vendors to perform a program evaluation and data analysis of the Center.

D. The University submitted a response to the RFQ (the "Response"), attached hereto as Exhibit A and incorporated herein by reference and the City desires to enter into an Agreement with the University to perform an evaluation and data analysis of the human services programs offered at the Center (the "Services").

E. The City and the University are authorized to enter into this Agreement pursuant to ARIZ. REV. STAT. §§ 11-951 and 11-952.

F. The City and the University desire to enter into this Agreement to establish the Parties' rights and responsibilities with respect to the performance of 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 Parties agree as follows:

1. Term. This Agreement shall be effective as of the date first set forth above and shall remain in full force and effect until June 30, 2014, unless terminated as otherwise provided pursuant to the terms and conditions of this Agreement.

2. University Obligations. The University shall:

2.1 Evaluation. Serve as a technical advisor to evaluate whether the services being provided by the Center meet the intent and purpose of the Grant.

2.2 Data Gathering. Contact individual partners to review progress to date to ensure that services provided at the Center are consistent with the goals and objectives of the Grant. Review the information gathering tools utilized by the Center and recommend necessary changes.

2.3 Data Analysis. Analyze the Center's success measures to determine if such measures are appropriate to the purpose and practicalities of the services provided with the Grant. Verify the achievement of outputs and the effectiveness of outcomes as provided in the Grant.

2.4 Data Review. Review all accumulated data generated from activities produced by the Center.

2.5 Reporting. Utilize data collected by the Center and partner agencies to generate a statistically accurate report that establishes a baseline of the community impact of the Center. Produce a final report with findings, conclusions and recommendations to determine the effectiveness of the Center. Final report shall be submitted to the City no later than 5:00 p.m. on Friday, June 20, 2014.

3. City Obligations. The City shall provide the University with data regarding the number of people referred to and serviced by the programs housed in the Center. The City will submit to the University all of the reports generated from the focus groups and surveys conducted by the Center and all of the reports collected from the Center's partner agencies regarding the success of the services provided by the individual partner agencies. The City shall provide the University with financial, outreach, service quality and collaboration objectives of the Grant. The City shall determine if the Grant objectives (i) have been met, (ii) are reasonable and (iii) need to be adjusted.

4. Compensation. The City shall pay the University an aggregate amount not to exceed \$14,960.00 for the Services at the rates as set forth in the Response, attached hereto as Exhibit A.

5. Insurance. The Parties agree to secure and maintain insurance coverage for any and all risks that may arise out of the terms, obligations, operations and actions as set forth in this Agreement, including but not limited to public entity insurance. The acquisition of insurance or the maintenance and operation of a self-insurance program may fulfill the insurance requirement.

6. Arbitration. The Parties agree that should a dispute arise between them concerning this Agreement and neither Party seeks affirmative relief other than monetary damages in the amount of \$50,000.00 or less, exclusive of interest, cost and attorneys' fees, the Parties shall submit the matter to arbitration pursuant to the Revised Uniform Arbitration Act, ARIZ. REV. STAT. § 12-3001 et. seq. (the "Act"), whose rules shall govern the interpretation, enforcement and proceedings pursuant to this section. Except as otherwise provided in the Act, the decision of the arbitrator(s) shall be final and binding upon the Parties.

7. Termination; Cancellation.

7.1 For Convenience. This Agreement may be terminated by either Party with or without cause upon 30 days' written notice to the other Party.

7.2 Conflict of Interest. This Agreement may be canceled by either Party for conflict of interest pursuant to ARIZ. REV. STAT. § 38-511.

7.3 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 or the incurring of expenses by the City or the University shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. Each Party shall be the sole judge and authority in determining the availability of funds under this Agreement and each Party shall keep the other Party fully informed as to the availability of funds for the Agreement. The obligation of each Party to make any payment pursuant to this Agreement is a current expense of such Party, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of such Party. If the governing body of either Party fails to appropriate money sufficient to pay the amounts as set forth in this Agreement or if the appropriation is reduced during the fiscal year, the Parties may reduce the scope of this Agreement, if appropriate or this Agreement shall terminate without further duty or obligation of the Parties.

8. Miscellaneous.

8.1 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.

8.2 Laws and Regulations. The Parties agree to comply with the provisions of applicable state and federal regulations governing equal employment opportunity and non-discrimination and immigration. Both Parties shall keep fully informed and shall at all times during the performance of their duties under this Agreement ensure that they and any person for whom the Parties are responsible for abide by, and remain in compliance with, all rules, regulations, ordinances, statutes or laws, 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.

8.3 Amendments. This Agreement may be modified only by a written amendment approved by the Parties' respective governing bodies and signed by persons duly authorized to enter into contracts on behalf of the Parties. Any attempt at oral modification of this Agreement shall be void and of no effect.

8.4 Provisions Required by Law. Each and every provision of law and any clause required by law to be in this 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, this Agreement will promptly be physically amended to make such insertion or correction.

8.5 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 this 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.

8.6 Assignment; Delegation. No right or interest in this Agreement shall be assigned by the University without prior, written permission of the City, signed by the City Manager, or authorized designee. Any attempted assignment or delegation by the University in violation of this provision shall be a breach of this Agreement by the University.

8.7 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 shall not release the University 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.

8.8 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.

8.9 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 City: City of Avondale
11465 West Civic Center Drive, Suite 220
Avondale, Arizona 85323
Attn: David W. Fitzhugh, Acting 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 University: Arizona Board of Regents
University of Arizona
P.O. Box 210158
Tucson, Arizona 85721
Attn: Sherry Esham, Contract Officer

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

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

8.11 Counterparts. This Agreement may be executed in any number of counterparts, all such counterparts shall be deemed to constitute one and the same instrument, and each of said counterparts shall be deemed original hereof.

8.12 Captions. Captions and section headings used herein are for convenience only and are not a part of this Agreement and shall not be deemed to limit or alter any provisions hereof and shall not be deemed relevant to construing this Agreement.

8.13 Conflicting Terms. In the event of any inconsistency, conflict or ambiguity among the terms of this Agreement, any City-approved Purchase Order, the RFQ and the Response, the documents shall govern in the order listed herein.

9. E-verify, Records and Audits. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Parties and their respective subcontractors certify compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). The Parties' or a subcontractor's breach of the above-mentioned warranty shall be deemed a material breach of this Agreement and may result in the termination of this Agreement by either Party under the terms of this Agreement. The Parties each retain the legal right to randomly inspect the papers and records of the other Party and the other Party's subcontractors who work under this Agreement to ensure that the other Party and its subcontractors are complying with the above-mentioned warranty. The Parties certify to keep their respective papers and records open for random inspection during normal business hours by the other Party. The Parties and their respective subcontractors shall cooperate with the other Party's random inspections including granting the inspecting Party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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

“University”

ARIZONA BOARD OF REGENTS,
UNIVERSITY OF ARIZONA, an Arizona
university

David W. Fitzhugh, Acting City Manager

Lee Anne T. Peters, Contract Officer

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 (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.

Andrew J. McGuire, City Attorney

Attorney for the University

EXHIBIT A
TO
INTERGOVERNMENTAL AGREEMENT
TO
BETWEEN
THE CITY OF AVONDALE
AND
ARIZONA BOARD OF REGENTS, UNIVERSITY OF ARIZONA

[Response]

See following pages.



CITY OF AVONDALE
Finance & Budget Department
City of Avondale
Civic Center 11465 W. Civic Center
Avondale, AZ 85323-6807

December 11, 2013

Michele E. Walsh, Ph.D.
Norton School of Family and Consumer Sciences
University of Arizona
PO Box 210078
Tucson, AZ 85721-0078

Subject: Request Extension of Irrevocable 365 Day Offer Period –Request for Quotations
NFS 13-046 Program Evaluation and Data Analysis

Dear Michele E. Walsh:

The above referenced bid was opened May 2, 2013, and the 365 Day Irrevocable Offer Period remains valid through May 2, 2014. The City is requesting the Extension of the irrevocable period making the new irrevocable expiration date June 30, 2014. Additional requests, changes, or decline of this request in part or in whole will require the City to Reject all Bids and Reissue the solicitation in full.

Mark the appropriate response below and provide your signature above your printed name. All prices must remain firm for the Option Renewal Period through June 30, 2014.

____ Yes, University of Arizona, Norton School of Family and Consumer Sciences will accept the offer to extend the same quoted pricing as included in the original bid offered in response to Request for Quotations NFS 13-046 dated May 2, 2013, (as enclosed). The initial term to commence upon the revised contract Effective Date on or about January 6, 2014, with the majority of the work due April 7, 2014.

____ No, University of Arizona, Norton School of Family and Consumer Sciences will not accept the offer to extend the 365 Irrevocable Period nor the quoted pricing through June 30, 2014.

Please mail or fax your signed response to the attention of Loretta Browning at the mailing address/fax number listed above, no later than **December 19, 2013**.

Sincerely,


Loretta Browning
Procurement Officer
City of Avondale


Name, Authorized Agent
University of Arizona, Norton School of
Family and Consumer Sciences
Lee Anne T. Peters
Contract Officer

Enclosures (1):
U of A QSP Response

for Arizona Board of Regents
University of Arizona



CITY OF AVONDALE
Finance Department
11465 W. Civic Center Drive, Suite 250
Avondale, AZ 85323-6807
Phone: 623-333-2029
Fax: 623-333-0002

REQUEST FOR QUOTATION SMALL PURCHASE
For
Program Evaluation and Data Analysis
NFS 13-046-QSP

All quotes due by May 2, 2013, 5:00 PM. (Revised Date)

The City of Avondale (the "City") Neighborhood and Family Services Department is seeking a licensed and qualified vendor to provide all material and labor required for evaluation and data analysis of the City's Care1st Avondale Resource and Housing Center (Family Resource Center) located at 328 W. Western Ave., Avondale, AZ 85323. The services are to be provided beginning May 2, 2013, and completed no later than June 30, 2013.

Section I –Introduction

City is seeking professional services to fulfill the requirement of the evaluation component for the Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) grant award titled *Southwest Maricopa Regional Partnership Council, Arizona Early Childhood Development and Health Board (First Things First) and City of Avondale*. The overall intent of the grant award is to support increased outreach, improve quality of social services, and promote collaboration among the Care1st Avondale Resource and Housing Center and partner agency service providers in order to strengthen early childhood health and education in the City of Avondale.

The program evaluation and data analysis is to include a review of services provided, customer service, partner agency satisfaction, areas of strength and collaboration and coordination with agencies serving young children and their families. The process will also be used to put in place ongoing customer surveys or another method of ongoing evaluation that will be used for continuous improvement.

The City is committed to positive outcomes for families. The evaluation will be used to help the Center strengthen its role in the system of early childhood health and education. The program evaluation will also be used to identify additional capacity needs of which we may not be aware. City may seek training, and technical assistance, as needed.

Section II –Background.

Funding provided by First Things First supports the 6,000-plus-square-foot Care1st Avondale Resource and Housing Center that connects Southwest Valley families to a wealth of human services provided in a one-stop location. In fiscal year 2013, an average of 200 parents with children age birth to five years received resource and referral information and direct services at the Care1st Avondale Resource and Housing Center each month. Some of the Services and referrals provided through the resources center include the following:

- Assistance with renewals and applications for AHCCCS health care, nutrition assistance (food stamps) and cash assistance
- GED, literacy and ESL classes
- Walk-in services for WIC (Women, Infant and Children) the USDA's nutrition program
- Support services for pregnant teenagers and their families
- Employment services
- Behavioral health counseling
- Classes that educate and certify in-home child care providers with CPR, safety and first-aid issues, instruction on positive communication and appropriate developmental play
- Supportive services for developmentally disabled children and adults and their families

AP-23PP7.4B
Nov 2011

- Legal services (civil cases only)
- Support groups for various groups (victims of domestic violence, sexual abuse, those suffering from depression, grandparents caring for grandchildren)
- First-time home buyer support under the City of Avondale’s Homebuyer Assistance Program
- Workshops for caregivers of Alzheimer patients
- Literacy and Parenting classes for families with children ages birth to five years
- Medicare benefits counseling
- Court-ordered parent information classes
- United States citizenship classes

Section III—Scope of Services

- A. The following Task Items are to be completed by the resultant contractor. Contractor shall:
1. Serve as a technical advisor to evaluate that the work being performed meets the intents and purposes of the grant award.
 2. Contact individual partners to review progress to date and to ensure that work being performed is consistent with grant goals and objectives.
 3. Review information gathering tools. Recommend necessary changes.
 4. Utilize data collected by Care1st Avondale Resource Center and partner agencies to generate a statistically accurate report that establishes a baseline of the community impact of the Care1st Resource Center.
 5. Analyze the success measures to determine if they are appropriate to the purposes and practicalities of the work being applied within the grant award.
 6. Verify the achievement of outputs and the effectiveness of outcomes listed in the grant award.
 7. Review all accumulated data generated from activities produced by this project.
 8. Produce a final report with findings, conclusions, and recommendations to determine the effectiveness of the grant project. Final report due date Monday, July 1, 2013, 5:00 p.m.
- B. City Responsibilities. The following is a listing of anticipated data sources to be provided to the resultant contractor:
1. Data regarding number of people referred to and served by programs housed in the Care1st Avondale Resource Center.
 2. Financial, outreach, service quality, and collaboration objectives are enumerated within the grant agreement. Data will be accumulated and needs to be reviewed to determine if these objectives have been met, whether they are reasonable, or need to be adjusted.
 3. Reports generated from focus groups and surveys shall be provided.
 4. Reports from partner agencies regarding the success of their individual services.

Section IV Pricing

Use the table below to detail hours and anticipated costs of project requirements. Bid need to include estimated professional fees in an amount not to exceed \$15,000 aggregate total.

Task Item Description	Projected Date of Completion	Hours Required to Complete	Hourly Rate
Total Lump Sum			

See Attachment 1

FOB POINT
 City of Avondale
 11465 W. Civic Center Drive
 Avondale, AZ 85323

Section V – Special Terms and Conditions:

1. Indemnification. Each party (as 'Indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'Indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage, but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. ~~To the fullest extent permitted by law, the Contractor shall~~ ✓RB
2. ~~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.~~

3-1. Insurance.

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. 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.

c. 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.

d. 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.

e. 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.

f. 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.

g. Use of Subcontractors. If any work under this Agreement is subcontracted in any way, Contractor shall execute written agreement 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.

h. 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 RFQ number and title or this Agreement. Additionally, certificates of insurance and declaration page(s) of the insurance policies submitted without referencing the appropriate RFQ 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: 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.

i. 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.

j. 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 materially change without 30 days' prior written notice to the City. 12. Applicable Law; Venue. In the performance of this Agreement, Contractor shall abide by and conform to any and all laws of the United States, State of Arizona and City of Avondale, including but not limited to, federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this Agreement. This Agreement shall be governed by the laws of the State of Arizona and suit pertaining to this Agreement may be brought only in courts in the State of Arizona.

k. If Contractor is insured under the State of Arizona Self Insurance program, only the limits of insurance listed above will apply. No certificates of insurance will be issued with the City named as additional insured. ✓ RB

4.2. Termination; Cancellation 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 thirty (30) days written notice by one party to the other. Upon termination for convenience, Contractor shall be paid for all undisputed services performed and non-cancellable obligations to the termination date.

5. 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. ✓ RB

a.3. 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 ✓ RB

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. ✓ RB

- 6.4. Independent Contractor. The Contractor acknowledges that the Services provided under this Agreement are being provided as an independent contractor, not as an employee or agent of the City. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing its profession elsewhere.
- 7.5. Laws and regulations. The Contractor shall keep fully informed and shall at all times during the performance of its duties under this Agreement ensure that it any person for whom the Contractor is responsible remains in compliance with all rules, regulations, ordinances, statutes or laws affecting the Services including he following: (i) existing and future City and County ordinances and regulations, (ii) state and federal laws and (iii) Occupational Safety and Health Administration ("OSHA") Standards.
- 8.6. Vendor Licensing and Registration. Prior to award of the award or acceptance of the agreement, the successful Vendor shall (a) be licensed with the Arizona Corporation Commission to do business in Arizona and (b) have completed a Request for Vendor Number on file with the City Financial Services Department. The Vendor shall provide licensure information with the RFQ. Corporations and partnerships shall be able to provide a Certificate of Good Standing from the Arizona Corporation Commission.
- 9.7. Material and equipment purchased will be inspected by the receiving activity as to meeting the quality and quantity requirements of the request for quotations. When deemed necessary, samples of supplies or materials will be taken at random from stock received for submission to commercial laboratory for analysis and test as to whether the material conforms in all respects to the specifications.
- 10.8. New Equipment: All items bid shall be new equipment supplied from the manufacturer. Bids for remanufactured equipment will be considered as non-responsive and rejected.
- 11.9. Quality: Contract expressly warrants certifies that all good or services furnished under this contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants certifies that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods, or services and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods or services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods or services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties certification shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors, and assigns. ✓ RB
- 12.10. Agreement Subject to Appropriation: The provisions of this Agreement for payment of funds by the City shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment. The City shall be the sole judge and authority in determining the availability of funds under this Agreement and the City shall keep the 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 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 Contractor shall be relieved of any subsequent obligation under this Agreement.
- 13.11. E-verify Requirements. To the extent applicable under ARIZ. REV. STAT. § 41-4401, the Contractor and its Subcontractors warrant certify compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under ARIZ. REV. STAT. § 23-214(A). Contractor's or its Subcontractor's failure to comply with such warranty certification shall be deemed a material breach of this Contract and may result in the termination of this Contract by the City. ✓ RB

Section VI Instructions and Conditions

1. Bid price shall be made F.O.B. Avondale to the designated delivery points within the City. Deliveries shall be made to the location designated by the City.
2. Quantities as shown in form are estimates only based upon available information. The City reserves the right to adjust the quantities as necessary to meet its needs.
3. Materials and equipment are for delivery not later than seven (7) days after receipt of a City purchase order unless otherwise stated.

- 8. Award will be made on an individual or overall low basis whichever is most advantageous to the City of Avondale.
- 9. These price quotations are confidential and will not be divulged to others except as the accounts are settled through the auditing department.
- 10. Please submit the Request for Quotation to the address above.

To request a copy of the grant award contact, additional information or have questions please contact Neighborhood and Family Services, Family Services Manager, Stephanie Small at 623-333-2722 or by email ssmall@avondale.org

This offer will remain in effect for a period of 365 calendar days from the bid opening date and is irrevocable unless it is the City's best interest to do so.

Note: Prices offered shall not include applicable state and local taxes. The city will pay all applicable taxes. Taxes must be listed as a separate item on all invoices.

Lee Anne T. Peters - In the event of award, terms will need to be negotiated

Signature of Authorized Agent	Lee Anne T. Peters
	Contract Officer
Typed or Printed Name	Title
520-626-6000	/ /
Telephone No	Date

Company Name: Arizona Board of Regents, University of Arizona

Address: PO Box 210158

City: Tucson State AZ Zip: 85721-0158

Email Address: sponsor@u.arizona.edu

(City Manager Signature required for awards over \$25,000.00). Quotations resulting in \$50,000. or greater will not be authorized and will require a formal procurement process.

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Avondale Use Only)

The Contractor Offer is hereby accepted. The Contractor shall not commence any billable work or provide any materials or service under this Contract prior to the date this Contract is executed.

City of Avondale, an Arizona municipal corporation.

Charles McClendon, City Manager

Attachment 1

Section IV Pricing

Use the table below to detail hours and anticipated costs of project requirements. Bid need to include estimated professional fees in an amount not to exceed \$15,000 aggregate total.

Task Item Description	Projected Date of Completion	Hours Required to Complete	Hourly Rate
Review Family Resource Center grant documentation and develop partner interview forms to be used to assess progress consistent with grant goals and objectives.	March 14, 2014	20	\$85
Contact individual partners to review progress to date	April 25, 2014	25	\$85
Review information gathering tools to determine if they are appropriate for the purposes of the project.	May 9 th , 2014	16	\$85
Receive and analyze data collected by Care1st Avondale Resource Center and partner agencies	May 23 rd , 2014	40	\$85
Produce a final report with findings, conclusions, and recommendations to determine the effectiveness of the project to date. Also included will be recommendations for ongoing evaluations to lead to continuous improvements.	Draft: June 4 th , 2014 Final: June 20 th , 2014	75	\$85
Total Lump Sum			\$14,960

The University of Arizona's **Frances McClelland Institute for Children, Youth, and Families (FMI)** in the **Norton School of Family and Consumer Sciences** is submitting this response to the City of Avondale's request for quotation for evaluation of the City's Care1st Avondale Resource and Housing Center. Our strong expertise in community-based participatory research and our familiarity with the Arizona early childhood system, including within Maricopa County, make us an ideal vendor for this work.

Since 2009, our team has worked with several First Things First Regional Partnership Councils to conduct community assessments and to make recommendations for improving their services. We served three Regions in the 2010 cycle of assessments, ten Regions in the 2012 cycle (including 2 Maricopa Regions), and will be serving 20 Regions (including all 6 Maricopa Regions) in the 2014 cycle.

Working with FMI (Norton School) provides several key advantages to the City of Avondale:

1. Our mission is to strengthen families and communities through innovative programs, a concern for society, a focus on hands-on experience and cutting-edge research. Our goal is to be a resource and partner to Arizona communities to solve real-world problems that families face. We have worked "on the ground" with State, County and Tribal partners across Arizona.
2. We have direct experience in producing thorough and useful community assessments for Tribal and County-Based FTF Regional Partnership Councils that meet the needs of diverse communities for regionally-specific information to help with planning.
3. In addition to content expertise in early childhood issues, we have experience in a number of qualitative and quantitative evaluation methods, including survey, interview and focus group methodology, and expertise in sophisticated quantitative analysis techniques for examining and reporting on large and small datasets in an accessible way. We have a strong IT infrastructure to support data management and web-based data collection, where appropriate. We have GIS capabilities to allow for data mapping in an informative way.
4. We are intimately familiar with the regional variability of the social and environmental determinants of health and wellness that affect children and families across Arizona. We can bring this knowledge to bear in better understanding the programs being offered through the Avondale Resource and Housing Center and in better interpreting project results.

Partnering with our team will provide value-added to the Southwest Maricopa Regional Partnership Council, because more detailed information about the programs within the Resource and Housing Center could be used to strengthen their Regional Needs and Assets report. Including details about their programming in that Regional report will also help the City of Avondale disseminate information about their efforts to strengthen local families to the FTF Board and to a statewide audience.

Because of the likely synergy with the other work our team is doing for the FTF Southwest Maricopa Regional Partnership Council, we are offering to complete this project for the hourly rate established with FTF for current Regional Needs and Assets work (\$85/hr), which is lower than our typical evaluation services rate of \$120/hour.

Our evaluation team will be led by Dr. Michele Walsh. Dr. Walsh is an evaluation researcher with considerable experience in community-based participatory research. She served as the project director of the 2010 and 2012 UA FTF Regional Needs and Assets team, and will lead the team again this coming year. Dr. Walsh received her BA in psychology and philosophy from Claremont McKenna College, California; her MA in psychology and philosophy from The Queen's College, Oxford University, England; and her PhD in Program Evaluation and Research Methods (minor in Developmental Psychology), from the University of Arizona. Dr. Walsh has been a visiting professor at the University of Mannheim where she taught courses in program evaluation and applied social measurement, and was a Marshall Scholar at Oxford University, England. Dr. Walsh has been a resident of Arizona for over 30 years.

The project will be staffed by core FMI FTF Needs and Assets team members, including Ms. Violeta Dominguez. Ms. Dominguez obtained a Master's degree in Latin American Studies from the University of Texas at Austin with a focus on border and immigrant health issues and on gender studies. She has substantial experience conducting qualitative research on public health and other social issues, particularly among underserved populations. As a native Spanish-speaker, Ms. Dominguez will be able to conduct interviews in Spanish where appropriate.

As further background on the work that our team has done in the state and nationwide, we have attached Dr. Walsh's curriculum vitae. Please feel free to contact her with any additional questions you may have about our team's experience or expertise.

Michele E. Walsh, Ph.D.
Associate Research Professor
Frances McClelland Institute for Children, Youth, and Families
Norton School of Family and Consumer Sciences
College of Agriculture and Life Sciences
The University of Arizona
mwalsh@email.arizona.edu
520-621-8739

We look forward to hearing from the review committee.

Michele Walsh

Associate Research Professor
Frances McClelland Institute for Children, Youth and Families
John & Doris Norton School of Family & Consumer Sciences
The University of Arizona
PO Box 210078
Tucson, AZ 85721-0078
Tel. (520) 621-8739
Fax (520) 621-4979

- **Experienced health services researcher and program evaluator**
- **Expertise in grant writing, study design, measurement, and data analysis**
- **Skilled manager and mentor**

Education

- **Ph.D.** 1993-1999. University of Arizona, AZ. Major: Psychology (Program Evaluation & Research Methodology). Minor: Developmental Psychology.
- **M.A.** 1985-1987. The Queen's College, Oxford University, England. Majors: Psychology and Philosophy.
- **B.A.** 1982-1985. Claremont McKenna College, CA. Major: Psychology. Minor: Philosophy (magna cum laude).

Experience

- **Associate Research Professor**, Frances McClelland Institute for Children, Youth, & Families, John & Doris Norton School of Family & Consumer Sciences, University of Arizona, Dec 2010 – present.
- **Associate Director**, Evaluation, Research and Development Unit, Department of Psychology, University of Arizona, August 2002-Dec 2010.
- **Consultant**, TriService Nursing Research Program, Bethesda, MD, April 2002-present.
- **Adjunct Assistant Professor**, Department of Psychology, University of Arizona, September 1999-August 2002.
- **Evaluation Associate/Data Management Department Manager**, LeCroy & Milligan Associates, Inc., September 1999 to August 2002.
- **Visiting Professor**, University of Mannheim, Germany, courses in Program Evaluation and Applied Social Measurement, April 1999 to September 1999.
- **Research Associate**, Evaluation Group for Analysis of Data (EGAD), University of Arizona, August 1994 to present.

Experience (continued)

- **Health Sciences Specialist**, Research Health Care Group, Veterans Affairs Medical Center, Tucson, AZ, November 1997 to September 1999.
- **Director**, Health Services Research Center, VAMC, Tucson, AZ, July 1996 to November 1997.
- **Program Coordinator**, Health Services Research Center, VAMC, Tucson, AZ, July 1995 to June 1996.
- **Research Associate**, Health Services Research Center, VAMC, Tucson, AZ, January 1995 to July 1995.
- **Data Analyst**, Cancer Prevention Center, University of Arizona, September 1994 to March 1995.
- **Research Assistant**, Women and Family Project, University of Arizona, August 1992 to December 1994.
- **Child and Family Specialist**, La Frontera, November 1990 to May 1992.
- **Research Assistant**, Centre for Human Development and Learning, The Open University, England, April 1988 to September 1990.
- **Editor/Author**, School of Education, The Open University, England, March 1989 to September 1990.
- **Research Assistant/Student Therapist**, Claremont Center for the Study of Autism, August 1983 to May 1985.

Research Skills

- Grant writing
- Measurement design and analysis, including classical test theory techniques, factor analysis and item response analysis
- Quantitative data analysis techniques, including general linear models, individual growth curve analysis, logistic regression, multi-level modeling, structural equations modeling
- Qualitative techniques including designing, conducting, and analyzing semi-structured interviews, focus groups, concept mapping
- Statistical software proficiency:
 - SPSS
 - SAS
 - AMOS
 - EQS
 - ACCESS
 - EXCEL

Publications

- Duncan, B., Shen, K. Zou, L., Han, T. Lu, Z. Zheng, H., **Walsh, M.**, Venker, C., Su, Y., Schnyer, R., Caspi, O. (2012). Evaluating intense rehabilitative therapies with and without acupuncture for children with cerebral palsy: a randomized controlled trial. *Archives of Physical Medicine and Rehabilitation*, 93(5), 808-815.
- Herman, P., Rissi, J., & **Walsh, M.** (2011). Health insurance status, medical debt, and the impact of each on access to care. *American Journal of Public Health*. Published online ahead of print, *American Journal of Public Health*, 10.2105/AJPH.2010.300080
- Beck, C. J. A., **Walsh, M.**, Ballard, R., Holzworth-Munroe, A., Applegate, A., and Putz, J. (2010). Divorce mediation with and without legal representation: A focus on intimate partner violence and abuse. *Family Court Review*, 48(4), 631-645.
- Herman, P. & **Walsh M.** (2011). Declines in hospital admissions for acute myocardial infarction, angina, stroke, and asthma after implementation of Arizona's comprehensive statewide smoking ban. *American Journal of Public Health*, 101(3), 491-496.
- Beck, C. J. A., **Walsh, M.**, Mechanic, M. & Taylor, C. (2010). Mediator assessment, documentation, and disposition of child custody cases involving intimate partner abuse: A naturalistic evaluation of one county's practices. *Law and Human Behavior*, 34, 227-240.
- Beck, C. J. A., **Walsh, M.**, & Weston, R. (2009). The difficult balance of safety versus access: Mediation agreements of families with intimate partner abuse. Invited paper. Special Issue of *Family Court Review*, 47(3), 401-415.
- Primack, B., **Walsh, M.**, Bryce, C., & Eissenberg, T. (2009). Waterpipe tobacco smoking among middle and high school students. *Pediatrics*, 123, e282-e288.
- Herman, P., Avery, D., Schemp, C. & **Walsh, M.** (2008). Are cost-inclusive evaluations worth the effort? *Evaluation and Program Planning*, 32, 55-61.
- Brumbach, B., **Walsh, M.**, & Figueredo, A.J. (2007). Sexual restrictedness in adolescence: A life history perspective. *Acta Psychologica Sinica*, 39, 481-488.
- McGuire, J., **Walsh, M.** & LeCroy, C. (2005). Content analyses of Title V Abstinence Only Education Programs: Links between program topics and participant responses. *Sexuality Research and Social Policy*, 2, 18-31.
- Adam, M., McGuire, J., **Walsh, M.**, Basta, J., & LeCroy, C. (2005) Acculturation as a predictor of the onset of sexual intercourse among Hispanic and White teens. *Archives of Pediatric and Adolescent Medicine*, 159, 261-265.
- **Walsh, M.**, Katz, M., Sechrest, L. (2002). Unpacking cultural factors in adaptation to Type II diabetes mellitus. *Medical Care*, 40(1 Supp), 129-139.
- **Walsh, M.**, Smith, R., Morales, A. & Sechrest, L. (2000). *Ecocultural Research: A Mental Health Researcher's Guide to the Study of Race, Ethnicity, and Culture*. Human Services Research Institute: Cambridge, MA.
- **Walsh, M.** (1999). *Unpacking Proxy Variables: Adaptation to Type II Diabetes*. Dissertation Abstracts International, Section A: Humanities & Social Sciences.

Publications (continued)

- Bell, I., **Walsh M.**, Russek, L., Schwartz, G. (1999). Proposed applications of conventional research concepts and tools to homeopathic clinical research. *Journal of the American Institute of Homeopathy*, 92, 111-128.
- Bell, I., Warg-Damiani, L., Baldwin, C., **Walsh, M.**, & Schwartz, G. (1998). Self-reported chemical sensitivity and wartime chemical exposures in Gulf War veterans with and without decreased global health ratings. *Military Medicine*, 163, 725-732.
- Sechrest, L. & **Walsh, M.** (1997). Dogma or data: Bragging rights. *American Psychologist*, 52, 536-540.
- Bell, I.R., **Walsh, M.**, Goss, A., Gersmeyer, J., Schwartz, G., & Kanof, P. (1997). Cognitive dysfunction and disability in geriatric veterans with self-reported sensitivity to environmental chemicals. *Journal of Chronic Fatigue*, 3, 15-42.
- **Walsh, M.**, Richardson, K., & Faulkner, D. (1993). Perceptual, thematic and taxonomic relations in children's mental representations: Responses to triads. *European Journal of Psychology of Education*, 8, 85-102.
- **Walsh, M.** & Sheldon, S. (1991). Workbook 3: Case Studies. In *Working with Under Fives: An In-service Training Pack*. Course #PE365, produced through the Centre for Human Development & Learning, School of Education, The Open University, England.
- Charlop, M. & **Walsh, M.** (1986). Increasing autistic children's spontaneous verbalizations of affection: An assessment of time delay and peer modeling procedures. *Journal of Applied Behavior Analysis*, 19, 307-314.

Evaluation Reports

- Daws, J., **Walsh, M.**, Kaplan, D., Dominguez, E.V. (2013) *Approaches to Public-Private Partnerships for Tobacco Cessation in Arizona: Employer Coverage Study*. Prepared for the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease.
- **Walsh, M.**, Dominguez, E.V. & Daws, J. (2013). *Community Partner Concept Mapping Project*. Prepared for the Arizona Department of Health Services Bureau of Tobacco and Chronic Disease.
- **Walsh, M.**, Dominguez, E.V., Daws, J. & Kaplan, D. (2012). *First Things First Community Needs and Assets Reports*. Prepared for the following First Things First Regional Partnership Councils: Colorado River Indian Tribes; Hualapai Tribe; Gila River Indian Community; Navajo Nation; Tohono O'odham Nation; Central Maricopa; La Paz/Mohave; Santa Cruz; Southeast Maricopa; Yavapai.
- Daws, J. & **Walsh, M.** (2012). *Preschool dental-health survey results*. Prepared for Arizona Department of Health Services Office of Oral Health
- Daws, J. & **Walsh, M.** (2012). *Third-grade dental-health survey results*. Prepared for the Arizona Department of Health Services Office of Oral Health

Evaluation Reports (continued)

- **Walsh, M.** & Daws, J. (2011). *First Things First Regional Partnership Council Boundaries Review: Findings and Recommendations*. Prepared for the Arizona Early Childhood Development and Health Board.
- Daws, J., **Walsh, M.**, & Herman, P. (2011). *Health Insurance for Adults in Arizona*. Prepared for St. Luke's Health Initiatives.
- **Walsh, M.**, Dominguez, E.V., Avery, D., & Daws, J. (2010). *First Things First Community Needs and Assets Reports*. Prepared for the following First Things First Regional Partnership Councils: Colorado River Indian Tribes; Gila River Indian Community; La Paz/Mohave.
- Herman, P. & **Walsh, M.** (2010). *The Value of Smoking Prevention: An Estimate of the Dollar Value of Preventing One Otherwise-Smoker from Starting*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Daws, J. & **Walsh, M.** (2010). *Youth Access to Tobacco in Arizona During Fiscal Year 2008-09*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Malter, F., Chen, M-K., & **Walsh, M.** (2010). *Arizona Youth Tobacco Report 2009*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Herman, P., Chen, M-K., & **Walsh, M.** (2010). *Predictors for Improved Youth Treatment Program Placement: An Analysis of the GAIN-I Dataset*. Prepared for The Partnership.
- **Walsh, M.**, Herman, P., Chen, M-K. & Dominguez, E.V. (2009). *Report for My Border Research Initiative: Report on the Effect of 'Border Site' on Substance Use and Delinquency of Justice-Involved Minority Youth*. Prepared for The Partnership.
- Daws, J., Herman, P., Malter, F., & **Walsh, M.** (2009). *Tobacco Tax Evasion and Avoidance in Arizona*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Avery, D. & **Walsh, M.** (2009). *Arts for Critical Thinking (ACT): Process Evaluation Pilot*. Prepared for Arts for Critical Thinking.
- Daws, J. & **Walsh, M.** (2009). *Youth Access to Tobacco in Arizona During Fiscal Year 2007-08*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco and Chronic Disease.
- Chen, M-K., Herman, P., & **Walsh, M.** (2009). Mental health and cigarette smoking in Arizona. *Square One*, 6(4).
- Dominguez, E.V. & **Walsh, M.** (2009). *Arizona Department of Health Services Bureau of Tobacco Education and Prevention Evaluability Assessment*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Olderbaek, S., & **Walsh, M.** (2009). Examining the relationship between academic achievement and smoking in Arizona youth. *Square One*, 6(3)

Evaluation Reports (continued)

- Rissi, J., **Walsh, M.**, Daws, J., Chen, M-K., Herman, P., Malter, F., & Sechrest, L. (2008). *Health Insurance for Arizona Adults: Findings from the Arizona Health Survey 2008*. Prepared for St. Luke's Health Initiatives.
- Malter, F., Herman, P.M., Schemp, C. S. & **Walsh, M.** (2008). *Evaluation of Arizona's Statewide Smoking Ban – Comprehensive Evidence from Multiple Sources*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Avery, D. & **Walsh, M.** (2008). *Cessation Services Quit Rate Report: July-December 2007*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Olderbaek, S., & **Walsh, M.** (2008). *Arizona Youth Tobacco Survey 2007 Report*. Prepared for the Arizona Department of Health Services, Bureau of Tobacco Education and Prevention.
- Malter, F., Eisen-Cohen, E., & **Walsh, M.** (2008). Smoker populations in Maricopa County. *Square One, 6(1)*.
- Malter, F., Williams, S., & **Walsh, M.** (2008). Statewide smoking ban reduces air pollution in Mohave County establishments by 99 percent. *Square One, 5(6)*.
- Dominguez, E.V. & **Walsh, M.** (2007). *Arizona Health Care Cost Containment System (AHCCCS) Project Report: A Collaborative Project to Assess Tobacco-Related Activity among AHCCCS-Affiliated Health Plans, Healthcare Providers and Clients*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Coffman, S. & **Walsh, M.** (2007). Hookah use gaining in popularity among youth. *Square One, 4(3)*.
- Evaluation, Research and Development Unit (2006). *Arizona Youth Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Evaluation, Research and Development Unit (2006). *Arizona Adult Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- Malter, J.F. & **Walsh, M.** (2006). *Spanish Adult Tobacco Survey 2005 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- **Walsh, M.** (2005). Young adult never smoker rates: Arizona vs. National. *Square One, 3(5)*.
- Brown, C., **Walsh, M.** & Bothe, T. (2005). *Arizona Youth Tobacco Survey 2003 Report*. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.

Evaluation Reports (continued)

- **Walsh, M.**, Basta, J., Nodora, J., Solop, F., Hagen, K., & McCarrier, K. (2004). Adult Tobacco Survey 2002 Executive Report. Prepared for the Arizona Department of Health Services, Office of Tobacco Education and Prevention Program.
- **Walsh, M.** (2004). American Indian Smoking Rates in Arizona. *Square One*, 2(8).
- Basta, J., Chen, M., & **Walsh, M.** (2004). Does Exposure to Smoking in the Home Matter if You are Trying to Quit? *Square One*, 2(6).
- Basta, J. & **Walsh, M.** (2004). Why Quit? Reasons Women and Men Give for Trying to Stop Smoking. *Square One*, 2(5).
- Basta, J., Sechrest, L., & **Walsh, M.** (2004). Self-Reported Adult Cigarette Consumption Declining in Arizona. *Square One*, 2(2).
- **Walsh, M.** (2004). Self-Reported Adult Cigarette Consumption Declining in Arizona. *Square One*, 2(1).
- Elm, A. & **Walsh, M.** (2004). Self-Reported Tobacco Use During Pregnancy. *Square One*, 1(4).
- Bothe, T. & **Walsh, M.** (2004). Patterns in Under-Age Cigarette Purchasing. *Square One*, 1(3).
- LeCroy & Milligan Associates, Inc. (2001). *Juvenile Drug/Family Court and Diversion Program Evaluation: Year 1 Final Report*. Prepared for the Arizona Governor's Division of Drug Policy.
- LeCroy & Milligan Associates, Inc. (2001). *The Arizona Abstinence Only Education Program Evaluation Annual Report June 2001*. Prepared for the Arizona Department of Health Services, Office of Women's and Children's Health.
- LeCroy & Milligan Associates, Inc. (2000). *Evaluation of the Arizona Abstinence Only Education Program: Year Two—Program Process and Short Term Program Outcomes*. Prepared for the Arizona Department of Health Services, Office of Women's and Children's Health.

Workshops/Colloquia

- Figueredo, A.J., Sechrest, L., **Walsh, M.**, and Olderbak, S. (March, 2013). *Individual Growth Curve Analysis of Longitudinal Data*. Presented for the Department of Psychology, University of Arizona.
- **Walsh, M.** (July 2012, July 2011, July 2009, July 2008). *Health Program Evaluation*. Invited as part of the UA College of Medicine Clinical Leadership and Administration summer intensive.
- **Walsh, M.** (July 2012, July 2011, May 2010, May 2009, May 2008, May 2007, May 2006, May 2005, May 2004, July 2003, July 2002). *Applied Measurement and Statistics; Sampling, Recruitment and Retention; Mentoring*. Invited as part of the TriService Nursing Research Group Grant Development Workshop, presented at the Uniformed Services University, Bethesda, MD and Naval Air Station North Island, San Diego, CA.

Workshops/Colloquia (continued)

- **Walsh, M.** (July 2009). *Youth Prevention Program Evaluation*. Invited training for Arizona Youth Partnership's program directors and coordinators.
- Beck, C. J. A., Mechanic, M., Walsh, M., Taylor, C. S. (Nov 2008). *IPV Assessment, Screening and Accommodations: Implications for Court-Based Divorce Mediation*. Presentation to the conference, For the Sake of the Children: Advances in Family Dispute Resolution, Indiana University School of Law, Bloomington, IN.
- Beck, C. J. A., Mechanic, M., **Walsh, M.**, & Taylor, C. S. (2008). *IPV Assessment, Screening and Accommodations: Implications for Court-Based Divorce Mediation*. Presentation to the Arizona Legislative Committee on the Impact of Domestic Violence and the Courts, Phoenix, Arizona.
- Bowman, R. & **Walsh, M.** (May 2007). *Community Evaluation: The Perspective from Arizona*. Invited as part of the Centers for Disease Control's Office on Smoking and Health's evaluation netconference "Community Evaluation in Tobacco Use Prevention and Control: Two States' Perspectives".
- **Walsh, M.** & Baumann, C. (October 2006). *The Benefits of Regional Cooperation on Evaluation: Examples from the Western States Tobacco Control Evaluators Consortium*. Invited as part of the Centers for Disease Control's National Tobacco Control Program and Evaluation Meeting, Atlanta, GA.
- Dominguez, V. & **Walsh, M.** (October 2006). *Practical Interventions for Working with Low Socioeconomic Status Populations*. Invited as part of the Priority Populations and Coalitions Conference, Marina del Rey, CA.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2005). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Closing Plenary, Arizona Association of Family and Conciliation Courts Annual Conference, Sedona, Arizona.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Invited colloquium presented at the Udall Center for Policy Studies, Tucson, Arizona.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at Governor Janet Napolitano's Ending Domestic Violence, State-Wide Training Conference, Scottsdale, Arizona.
- Figueredo, A.J., & **Walsh, M.** (April 2002). *Construct Validity : The Case of Emergent Variables*. Mini-tutorial. Arizona Evaluation Network Annual Meeting, Tucson, AZ.
- Sechrest, L. and **Walsh, M.** (June, 2001). *Characterizing Rural Communities*. Annual meeting of the National Association for Rural Mental Health Research, Wilmington, NC. Workshop invited and sponsored by the Office of Rural Mental Health, National Institutes of Mental Health.

Workshops/Colloquia (continued)

- **Walsh, M.**, and LeCroy & Milligan Associates (September 2000). *Evaluation Institute for Arizona Abstinence-Only Education Program Providers*, Tucson, AZ. Sessions included: Designing for Impact: How will the evaluation answer the question “Does the program work?”; Statewide Preliminary Outcome Findings: What we’ve learned and how you can use it; and More News to Use: Utilizing individual site report data.
- **Walsh, M.** (June 1999). *Cultural Factors in Adaptation to Chronic Illness*. Invited colloquium, University of Fribourg, Switzerland.
- Sechrest, L. & **Walsh, M.** (October 1998). *Developing a Nursing Research Program*. Conducted at the College of Nursing, Texas Woman’s University, Denton, TX.
- Figueredo, A.J., Sechrest, L., & **Walsh, M.** (September and November 1998). *Individual Growth Curve Analysis of Longitudinal Data*. Conducted at the Department of Psychology and College of Nursing, University of Arizona, Tucson, AZ.
- Sechrest, L. & **Walsh, M.** (August 1997). *Advancing Understanding of the Rural Experience: the Ecocultural Approach*. Conducted at the National Association of Rural Mental Health Conference, Grand Forks, N.D.
- Figueredo, A.J. & **Walsh, M.** (April 1997). *Evaluating Small Programs*. Conducted as a pre-session to the Arizona Evaluation Network Annual Meeting, Mesa, AZ.
- Sechrest, L., **Walsh, M.** & Stickle, T. (July 1996) *Measurement for Effective Program Evaluation and Program Evaluation: A Basic Course*. Conducted at the Evaluation Institute in Baltimore, MD.
- **Walsh, M.** (April 1996). *Developing Conceptual and Analytic Models*. Conducted as part of two-day seminar conducted by EGAD entitled *Toward a Comprehensive Strategy of Research Design, Method, and Data Analysis*.
- **Walsh, M.** & Gerdeman, A. (December 1995). *Improving the Quality of Data*. Conducted at Tucson VA Medical Center.
- Babcock, J. & **Walsh, M.** (September 1995). *Preparing a Successful Letter of Intent*. Conducted at Tucson VA Medical Center.
- Workshop Associate (March 1997 and September 1995). *Arizona Research Day*, Tucson VA Medical Center.
- Workshop Associate (June 1995). Half-day workshop for the Arizona Evaluation Network.

Conference Proceedings

- Saul, JE, Guy, MC, **Walsh, M.**, Lockett, P., & Bailey, J. (February 2011). *The Relationship Between Reach and Spending in U.S. Quitlines*. Society for Research on Nicotine and Tobacco, 17th Annual Meeting, Toronto, Canada.
- Beck, C. J. A., **Walsh, M.**, Ballard, R.H, Holtzworth-Munroe, A., Applegate, A.G., Putz, J. W., & Anderson, E. R. (June 2010). *Divorce Mediation & Legal Representation: A Focus on Intimate Partner Violence and Abuse*. Presented at the 47th Annual Conference of the Association of Family and Conciliation Courts, Denver, CO.

Conference Proceedings (continued)

- Saul, J., Connell, C., MacNevin, P., Avery, D., & **Walsh, M.** (November 2009). *North American Quitlines in 2008: Results of the NAQC Annual Survey of Quitlines*. Presented as a poster at the Canadian National Conference on Tobacco or Health, Montréal, Québec.
- **Walsh, M.**, Malter, F., Daws, J., & Herman, P. (November 2009). *Using Multiple Sources of Evidence to Evaluate Policy Changes: Examining the Impact of the 2007 Smoke-Free Arizona Act*. Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.**, Saul, J., & Leischow, S. (November 2009). *Evaluating Collaboration Effectiveness in Disperse and Diverse Contexts: The Case of Tobacco Quitlines in North America*. Presented as part of the panel *Taming, Testing and Tapping Collaboration: A Panel Discussion on Multi-level Methods and Models for Evaluating Communities of Practice* at the American Evaluation Association Annual Meeting, Orlando, FL.
- Beck, C.J.A., **Walsh, M.**, Weston, R., & Mechanic, M. (November 2009). *Analysis of Divorce Mediation Agreements of Families Reporting Intimate Partner Abuse/Violence*. Presented at the Association of Behavioral and Cognitive Therapies Annual Convention, New York, NY.
- Doyle, J., **Walsh, M.**, Malter, F., Daws, J., Herman, P. (June 2009) *Illegal Trafficking of Commercial Tobacco*. Presented at the National Conference on Tobacco or Health, Phoenix, AZ.
- Beck, C.J.A., **Walsh, M.**, Mechanic, M., & Tehee, M. (May 2009). *Mediator identification and response to IPV in couples participating in divorce mediation*. Presented at Association of Family and Conciliation Courts, 46th Annual Conference in New Orleans, LA.
- Beck, C. J. A., **Walsh, M.** Mechanic, M., Taylor, C. S. (March 2009). *A Naturalistic Evaluation of Mediator Assessment, Documentation, and Disposition of Child Custody Cases Involving IPV*. Presented at the American Psychology-Law Society Annual Conference, San Antonio, TX.
- Beck, C. J. A., Mechanic, M., **Walsh, M.**, Taylor, C. S. (March 2008). *IPV Assessment in the Context of Divorce Mediation*. Presented at the American Psychology-Law Society Annual Conference, St. Petersburg, Florida.
- Bowman, R. & **Walsh, M.** (November 2007). *Implementing Process Evaluation in a Dispersed State Program*. Presented at the American Evaluation Association Annual Meeting, Baltimore, MA.
- Voelker, S., Daws, J., & **Walsh, M.** (November 2007). *Applications of Geographic Information Systems in Local and Statewide Evaluation*. Presented at the American Evaluation Association Annual Meeting, Baltimore, MA.
- **Walsh M.** & Herman PM. (November, 2007). *Costs and effects from several sources? Putting it all together with a Monte Carlo simulation*. Presented as part of the panel *Money Talks: Including Costs in Your Evaluation* at the American Evaluation Association Annual Meeting, Baltimore, MA.

Conference Proceedings (continued)

- Dominguez, E.V. & **Walsh, M.** (June, 2007). *Tobacco Use among American Indians in Arizona: What we know and what we need to learn*. Invited presentation at the American Indian Tobacco Cessation and Health Conference, Sedona, AZ.
- **Walsh, M.** & Dominguez, E.V. (February, 2007). *Examining American Indian Smoking Rates*. Poster presented at the Society for Research in Nicotine and Tobacco Annual Meeting, Austin, TX.
- **Walsh, M.** (October, 2006). *An Overview of Bootstrapping for Program Evaluation*. Presented as part of the panel *Introduction to the Application of Bootstrapping in Program Evaluation* at the American Evaluation Association Annual Meeting, Portland, OR.
- **Walsh, M.** (October, 2006). *Moving Beyond Surveillance Methodology as a Primary Measurement Tool in a Public Health Program Evaluation and Health Policy Consequences of Evaluation Data*. Presented as part of the panel *The Use of Multiple Methodologies to Inform Public Health Evaluations* at the American Evaluation Association Annual Meeting, Portland, OR.
- **Walsh, M.** (October, 2006). *Surveillance Methods in Evaluation: Survey Methods*. Presented at the Joint International Conference of the European and UK Evaluation Societies, London, England.
- **Walsh, M.** & Menke, J.M. (September, 2006). *Clearing the Air in Flagstaff, AZ*. Invited presentation at the *Coalition for Tobacco Free Arizona Annual Meeting*, Tempe, AZ.
- Malter, J.F., Dominguez, E.V., & **Walsh, M.** (July 2006). *Methodological Issues in Tobacco Use Surveillance of Hispanics in the Southwest*. Poster presented at the 13th World Conference on Tobacco and Health, Washington, D.C.
- Malter, J.F., Williams, S., & **Walsh, M.** (June, 2006). *Smoking Disparities Lead to Cancer Disparities—Tackling a ‘Smoker Stronghold’*. Presented at Reducing Cancer Disparities in Arizona, Chandler, AZ.
- Menke, J.M., **Walsh, M.**, Hagen, K., Sechrest, L., Najab, J., McKnight, P. (November, 2005). *Modification of p53 Mediated Risk from ETS by Reducing Cigarette Smoke in Flagstaff, Arizona*. Poster presented at 11 th Annual Duke Nicotine Conference, Durham, NC.
- **Walsh, M.** , Brown, C., & Voelker, S. (October, 2005). *Use of Geographic Information Systems in Program Evaluation*. Presented at the American Evaluation Association Annual Meeting, Toronto, Canada.
- Beck, C. J. A., **Walsh, M.**, Taylor, C., & Mechanic, M. (August, 2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at Governor Janet Napolitano’s Ending Domestic Violence Statewide Training Conference, Scottsdale, AZ.
- Beck, C. J. A., **Walsh, M.**, Mechanic, M. & Taylor, C. (March, 2004). *Domestic Violence in Couples Mandated to Attend Divorce Mediation*. Presented at the American Psychology-Law Society Conference, Scottsdale, AZ.

Conference Proceedings (continued)

- Nodora, J., **Walsh, M.**, Basta, J. (December 2003). *Developing an evaluation plan for a comprehensive tobacco control program*. Presented at the National Conference on Tobacco or Health, Boston, MA.
- **Walsh, M.** (November 2003). *Surveillance and measuring reduction of tobacco use as part of the panel: Improving Outcomes Assessment of (Tobacco) Prevention and Control Programs*. Presented at the American Evaluation Association Annual Meeting, Washington, D.C.
- **Walsh, M.** & Figueredo, A.J. (July 2003). *Calibration and the measurement of change as part of the panel Measuring and Understanding Individual Differences in Change*. Presented at the 11 th biennial meeting of the International Society for the Study of Individual Differences, Graz, Austria.
- **Walsh, M.** & Figueredo, A.J. (June 2003). *Sexual restrictedness in adolescence as part of the panel Life History Strategy as an Individual Difference*. Presented at the 15 th Annual Meeting of the Human Behavior and Evolution Society, Lincoln, Nebraska.
- Figueredo, A.J. & **Walsh, M.** (March 2003). *Structural modeling of emergent variables in psychology and the social sciences*. Presented at the 6th National and 5th International Conference on Thinking and Language, at the University of Sonora, Hermosillo.
- **Walsh, M.** (November 2002). Getting NECGD: The search for converging evidence as part of the panel Ruling in the Program: Challenges of a Multi-site Abstinence Only Education Program Evaluation. Presented at the American Evaluation Association Annual Meeting, Washington, D.C.
- Adam, M., Reyna V.F., & **Walsh, M.** (March 2002) *Health Educators' Biases in Risk Estimation of Sexually Transmitted Infections*. Presented at STD Prevention Conference, San Diego, CA.
- Figueredo, A.J., & **Walsh, M.** (March 2002). *Identificación y estudio de variables latentes y emergentes por medio de modelos de ecuaciones estructurales*. Invited Paper. III Congreso Nacional de Estadística, Colegio de Profesionales en Ciencias Económicas de Costa Rica, San José, Costa Rica.
- **Walsh, M.** (November 2001). *Beyond proxy variables: Measuring what you mean as part of the panel: Variables, Relationships and Theories: Choosing Your Battles and Measures*. Presented at the American Evaluation Association Annual Meeting, St. Louis, Missouri.
- **Walsh, M.** (November 2001). *Status variables as causes as part of the panel: Causal Explanations in Program Evaluation*. Presented at the American Evaluation Association Annual Meeting, St. Louis, Missouri.
- **Walsh, M.** and Davis, M. (September 2001). *Toward a taxonomy of methods as part of a panel on identifying and measuring method variance*. Presented at the 6 th European Conference on Psychological Assessment, Aachen, Germany.

Conference Proceedings (continued)

- **Walsh, M.** and Sechrest, L. (September 2001). *Dimensions of residential geography: rural vs. urban*. Presented at the 6 th European Conference on Psychological Assessment, Aachen, Germany.
- McGuire J., **Walsh M.**, Adam M., Wilhelm O. (April, 2001). *Running the bases: Development of sexual behavior in adolescence*. Presented at the Society for Research in Child Development, Minneapolis, MN.
- **Walsh, M.** (November 2000). *Issues in power analysis: Reliability, validity and design* as part of the panel: *Power in Multivariate Analysis*. Presented at the American Evaluation Association Annual Meeting, Honolulu, Hawaii.
- **Walsh, M.** (November 2000). *Assessing the impact of the Arizona abstinence-only education programs*. Invited presentation at the Arizona Evaluation Network Fall Conference, Phoenix, AZ.
- **Walsh, M.**, Basta, J. & McGuire, J. (October 2000). *Cultural factors in teen pregnancy prevention: Data from the Arizona Abstinence-Only Until Marriage program evaluation*. Plenary session at the Arizona Coalition on Adolescent Pregnancy and Parenting conference Cultural Considerations: Healthy Youth, Healthy Sexuality, Teen Pregnancy, Teen Parenting, Mesa, AZ.
- **Walsh, M.** (November 1999). *The entitivity of adaptation to chronic illness* as part of the panel: *The Entitivity of Emergent Variables II: Applicable Quantitative Methods*. Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.** (November 1999). *Measuring eco-cultural factors in health services research* as part of the panel: *Methodological Issues in Health Care Evaluations* Presented at the American Evaluation Association Annual Meeting, Orlando, FL.
- **Walsh, M.** (August 1999). *Assessing ethnicity and race in mental health research*. Presented at the 5 th European Conference on Psychological Assessment, Patras, Greece.
- **Walsh, M.** (November 1998). *Cultural factors in adaptation to chronic illness*. Presented at the American Evaluation Association Annual Meeting, Chicago, IL.
- Bell, I., **Walsh, M.**, and Schwartz, G. (November 1998). *Proposed applications of conventional research tools to homeopathic clinical research*. Presented at the 4 th Annual Homeopathic Research Network Symposium, Washington, DC.
- Figueredo, A.J. and **Walsh, M.** (June 1998). *Longitudinal data analysis in rehabilitation research*. Presented at the 6 th European Congress on Research in Rehabilitation: Improving Practice by Research, Berlin, Germany.
- Kroesen, K. and **Walsh, M.** (April 1998). *U.S. veterans' accommodation to chronic illness*. Presented at the Society for Applied Anthropology Annual Meeting, San Juan, Puerto Rico.
- **Walsh, M.**, Kroesen, K, Bernheimer, C., and Katz, M. (February 1998). *Cultural factors in adaptation to chronic illness*. Presented at the Veterans Affairs Health Services Research and Development Service Sixteenth Annual Meeting, Washington D.C.

Conference Proceedings (continued)

- **Walsh, M.** (November 1997). *Beyond sex, race, and education: improving on the use of proxy variables in evaluation*. Presented at the American Evaluation Association Annual Meeting, San Diego, CA.
- **Walsh, M.** and Sechrest, L. (October 1997). *Making the most of small data sets*. Presented at the Australasian Evaluation Society Conference, Adelaide, Australia.
- Sechrest, L. and **Walsh, M.** (April 1997) *Research methodology and rural mental health research*. Presented at *From Research to Practice: A Conference on Rural Mental Health Research*, Oxford, MS. Sponsored by NIMH and the University of Mississippi.
- **Walsh, M.** (November 1996). *Growth curve analysis in health services research*. Presented at the American Evaluation Association Annual Meeting, Atlanta, GA.
- **Walsh, M.** (November 1996). *Calibration of measures in health services research*. Presented at the American Evaluation Association Annual Meeting, Atlanta, GA.
- **Walsh, M.**, Babcock, J., & Gerdeman, A. (November 1995). *Race as a construct: measurement issues*. Presented at the International Evaluation Conference, Vancouver, Canada.

Research Support

Current Funding

- FRS 456660 (Walsh, PI) 2010-2013
Blanket contract for evaluation services to the Arizona Department of Health, Division of Public Services, Public Health Prevention Services. Clients include the Bureau of Women's & Children's Health, Bureau of Tobacco & Chronic Disease, Bureau of Nutrition & Physical Activity, and Bureau of Health Systems Development
Role: Principal Investigator
Funding Agency: Arizona Department of Health
- FRS 4206490 (Walsh, P.I.) 2013
Navajo Nation Regional Needs and Assets Report completion.
Role: Principal Investigator
Funding Agency: First Things First
- FRS 4206510 (Walsh, P.I.) 2013
Statewide Needs and Assets Data Tables.
Role: Principal Investigator
Funding Agency: First Things First
- FRS 4206520 (Walsh, PI) 2012-13
First Things First Regional Boundary Review.
Role: Consultant to Taskforce
Funding Agency: First Things First

Completed Funding

- EPS 090070-24 (Walsh, PI) 2009-2013
Blanket contract for program evaluation, needs assessment and survey research services for the Governor's Office for Children, Youth and Families
Role: Principal Investigator
Funding Agency: Arizona Department of Administration
- FRS 222310 (Walsh, PI) 2009 – ongoing
Decision Support, Evaluation Services and Education account. Clients have included Asian Pacific Community in Action (2009-2011), Vermont Program for Quality in Health Care (2009), Arts for Critical Thinking (2009), Arizona Youth Partnership (2009)
- FRS 422640 (Walsh, P.I.; Mastergeorge, Co-P.I.; Borden, Co-PI) 2011-2012
Regional Needs and Assets Reports for the following Regional Partnership Councils: Central Maricopa, Colorado River Indian Tribes, Gila River Indian Community, Hualapai Indian Tribe, La Paz/Mohave, Santa Cruz, Southeast Maricopa, Tohono O'odham Nation, Yavapai. Funding Agency: First Things First
- FRS 25150 (Walsh, P.I.) 2011
Statewide Needs and Assets Data Tables.
Role: Principal Investigator
Funding Agency: First Things First
- FRS 422640 (Walsh, PI) 2011
First Things First Regional Boundary Review.
Role: Principal Investigator
Funding Agency: First Things First
- R01 CA 128638-01A1 (Leischow, PI) 2008-2011
Knowledge Integration in Quitlines: Networks that Improve Cessation
Role: Co-investigator
Funding Agency: National Institutes of Health
- NIJ 2007-WG-BX-0028 (Beck, PI) 2007-2010
Intimate Partner Violence in Mandatory Divorce Mediation: Outcomes from a Long-Term Multi-cultural Study
Role: Data Analyst
Funding Agency: National Institute of Justice
- FRS 448380 (Walsh, PI) 2009-2010
Evaluation of Specialized Navajo Traditional Treatments
Role: Principal Investigator
Funding Agency: Navajo Department of Behavioral Health

Completed Funding (continued)

- FRS 452570 (Walsh, PI) 2009-2010
Community Needs and Assets Assessment: La Paz/Mohave, Colorado River Indian Tribes, and Gila River Indian Community Regions
Role: Principal Investigator
Funding Agency: Arizona Early Childhood Development and Health Board (First Things First)
- AZ ISA HS655323 (Sechrest, PI) 2002-2010
Tobacco Education and Prevention Program Evaluation
Role: Senior Evaluator
Funding Agency: Arizona Department of Health Services
- FRS 444530 (Bowman, PI) 2009-2010
Management and Analysis of Annual North American Quitline Consortium Survey
Role: Co-Investigator
Funding Agency: North American Quitline Consortium
- FRS 441660 (Walsh, PI) 2009
Development of Grantee Data Reporting Requirements and Templates
Role: Principal Investigator
Funding Agency: Arizona Early Childhood Development and Health Board (First Things First)
- FRS 407130 (Walsh, PI) 2008- 2010
MyBorder Project Data Analysis
Role: Principal Investigator
Funding Agency: Pima Prevention Partnership
- FRS 442880(Bowman, PI) 2008-2010
Arizona Health Survey Data Portal Development
Role: Co-Investigator
Funding Agency: St. Luke's Health Initiatives
- FRS 433870(Walsh, PI) 2008-2009
Management and Analysis of Arizona Health Survey
Role: Principal Investigator
Funding Agency: St. Luke's Health Initiatives
- FRS 430190 (Walsh, PI) 2008-2009
Management and Analysis of Annual North American Quitline Consortium Survey
Role: Principal Investigator
Funding Agency: North American Quitline Consortium

Completed Funding (continued)

- HSR&D PCC-98033 (Bell, PI) 1998-1999
Complementary Medical Treatment Among Veterans Accessing VA Primary Care
Role: Co-Investigator
Funding Agency: VA Health Services Research and Development
- HSR&D ECV 97-009 (Katz, PI) 1997-1998
Cultural Factors in Adaptation to Chronic Illness
Role: Project Director
Funding Agency: VA Health Services Research and Development
- HSR&D DEV 94-024 (Katz, PI) 1994-1997
Established a Health Services Research Center within Research Service at the Tucson Veterans Affairs Medical Center
Role: Co-Investigator
Funding Agency: VA Health Services Research and Development
- Alzheimer's Association of Arizona (Kaszniak, PI) 1996-1997
Pilot Evaluation of the Arizona Model Alzheimer's Disease Specific Residential Care Program
Role: Project Director
Funding Agency: Alzheimer's Association

Academic Honors and Awards

- University of Arizona Graduate Assistantships, 1993-1994.
- Marshall Scholarship, 1985-87.
- Outstanding Research in Behavioral Analysis, Claremont McKenna College, 1985.
- Departmental Honors, Psychology & Philosophy, Claremont McKenna College, 1985.
- Army ROTC Scholarship, 1982-83.
- Outstanding ROTC Cadet, Greater Los Angeles Area, 1983.
- ROTC Cadet of the Year, Claremont Colleges, 1983.

Professional Service

- Member, Pima County Juvenile Justice Data Committee, 2011-2013
- Associate Member, University of Arizona Cancer Center, Cancer Prevention and Control Program, 2008 - present
- Panel reviewer, Canadian Tobacco Control Research Initiative's Quitline Evaluation, 2006-2007

Professional Service (continued)

- Vice-President for Budget and Finance, Arizona Evaluation Network, May 2000-May 2002
- Member, Electronic Communications Committee, American Evaluation Association, April 1998-April 1999
- Member, VA HSR&D Databases Advisory Board, August 1997 to August 1998.
- Chair, Electronic Communications Committee, American Evaluation Association, October 1996 - March, 1998
- Ad Hoc Reviewer: American Journal of Public Health; Journal of Consulting and Clinical Psychology; Metabolism; Psychological Methods; Quality of Life Research; American Journal of Evaluation