



CITY COUNCIL AGENDA

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

**REGULAR MEETING
November 7, 2016
7:00 PM**

**CALL TO ORDER BY MAYOR
PLEDGE OF ALLEGIANCE
MOMENT OF REFLECTION**

1 ROLL CALL AND STATEMENT OF PARTICIPATION BY THE CITY CLERK

2 CITY MANAGER'S REPORT

a. ARIZONA CENTER FOR AFTERSCHOOL EXCELLENCE AWARD

City Council will recognize Chris Lopez, Avondale's Youth Services and Community Supervisor was awarded the Melanie McClintock Leadership Award during the Arizona Center for Afterschool Excellence annual conference.

3 RECOGNITION ITEMS (MAYOR PRESENTATIONS)

a. RESOLUTION 3344-1116 - HONORING OFFICER MICHAEL MCGHEE ON OCCASION OF HIS RETIREMENT

4 UNSCHEDULED PUBLIC APPEARANCES

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

5 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 October 17, 2016
2. Regular Meeting of October 17, 2016

b. 2017 COUNCIL MEETING SCHEDULE

City Council will consider a request to approve the Council Meeting Schedule for 2017 which includes the rescheduling of four council meetings in observance of holidays and to allow for a summer break. The Council will take appropriate action.

c. REPLAT - GATEWAY VILLAGE LOTS 6 & 7

City Council will consider a request by Mr. Jeff D. Behrana, Optimus Civil Design Group, on behalf of Vintage Partners, for approval of a Replat of Lots 6 & 7 of the Gateway Village commercial development located at the southeast corner of 103rd Avenue and McDowell Road by adjusting the lot line approximately 45-feet to the east that will increase the size of Lot 6 and reduce the size of Lot 7 in order to accommodate future commercial development. The Council will take appropriate action.

d. CONTRACT AWARD- CEM-TEC CORPORATION

City Council will consider a request to award a contract to Cem-Tem Corporation in a maximum aggregate amount of \$300,000 over the next five years for the purchase of streetlight pole and mast arm equipment and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take the appropriate action.

e. CONTRACT AWARD WESCO DISTRIBUTION

City Council will consider a request to award a contract to Wesco Distribution in an aggregate amount not to exceed \$500,000 over the next five years for the purchase streetlight fixtures, hardware and related appurtenances, subject to budgetary authority, and authorize the Mayor and City Clerk to execute the necessary documents. The Council will take appropriate action.

f. COOPERATIVE PURCHASING AGREEMENT- ADVANCED CHEMICAL TRANSPORT, INC.

City Council will consider a request to approve a Cooperative Purchasing Agreement with Advanced Chemical Transport, Inc. to provide environmental services in an annual amount not to exceed \$25,000 with an option to renew for up to three successive one-year terms and a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

g. COOPERATIVE PURCHASING AGREEMENTT - CENTENNIAL CONTRACTORS ENTERPRISES INC.

City Council will consider a request to approve a cooperative purchasing agreement with Centennial Contractors Enterprises Inc. in the amount of \$53,311.24 for construction services related to the Emergency Operations Center and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

h. RESOLUTION 3343-1116 - TERMINATING AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY

City Council will consider a resolution terminating the existing Intergovernmental Agreement with Maricopa County for the use of the County's radio system, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

i. RESOLUTION 3345-1116 - GRANT ACCEPTANCE FROM GOHS FOR DUI ENFORCEMENT

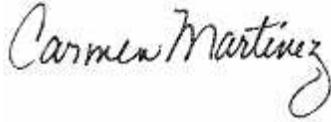
City Council will consider a resolution authorizing the acceptance of a grant provided by the Governor's Office of Highway Safety in the amount of \$50,000 for DUI enforcement through overtime expenses and authorize the Mayor or City Council and the City Clerk to execute the necessary documents. The Council will take appropriate action.

6 FIRE, EMERGENCY MEDICAL AND RESCUE RESPONSE AGREEMENT WITH RURAL/METRO FIRE DEPARTMENT

City Council will consider a request to approve a Fire, Emergency Medical and Rescue Response Agreement with Rural/Metro Fire Department Inc. and authorize the Mayor or City Manager and City Clerk to execute the necessary documents. The Council will take appropriate action.

7 ADJOURNMENT

Respectfully submitted,



Carmen Martinez
City Clerk

Council Members of the City of Avondale will attend either in person or by telephone conference call.

Los miembros del Concejo de la Ciudad de Avondale participaran ya sea en persona o por medio de llamada telefonica.

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 oido, o con necesidad de impresion grande o interprete, deben comunicarse con la Secretaria de la Ciudad at 623-333-1200 o TDD 623-333-0010 cuando menos dos dias habiles 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 politica 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 estos aparezcan en estos videos o grabaciones de audio. Los padres pueden ejercitar su derecho si presentan su consentimiento por escrito a la Secretaria de la Ciudad, o pueden asegurarse que los niños no estén presentes durante la grabacion de la junta. Si hay algun menor de edad presente durante la grabacion, la Ciudad dara por entendido que los padres han renunciado sus derechos de acuerdo a la ley contenida A.R.S. 1-602.A.9.



CITY COUNCIL AGENDA

SUBJECT: Arizona Center for Afterschool Excellence Award
MEETING DATE: 11/7/2016

TO: Mayor and Council
FROM: Stephanie Small, Director of Neighborhood and Family Services
THROUGH: David Fitzhugh, City Manager

PURPOSE:

The Arizona Center for Afterschool Excellence (AzCASE) will address council regarding the Melanie McClintock Leadership Award, presented to Avondale employee Chris Lopez, at the annual conference for the Arizona Center for Afterschool Excellence.

BACKGROUND:

The Arizona Center for Afterschool Excellence (AzCASE) is Arizona's leading statewide advocate and information resource for promoting high quality, affordable and accessible out-of-school time programs as an essential component in the positive development of Arizona's youth.
www.Azafterschool.org

The Arizona Center for Afterschool Excellence (AzCASE) annually recognizes innovative out-of-school time programs and staff members for their exemplary work in providing and promoting quality youth development programs for Arizona's children. The Arizona Center for Afterschool Excellence held the 15th Annual Conference at the Phoenix Convention Center in downtown Phoenix, at which Chris Lopez was awarded the Excellence in Leadership award on Saturday, October 22.

DISCUSSION:

Chris joined the City of Avondale in 2007 with the goal of establishing Youth Development Programs. Since then, he has dedicated his time to providing Avondale youth with a variety of enriching programs and opportunities. He has also served on the Arizona Quality Standards for Out of School Time Programs Statewide Quality Assessment committee, and on multiple youth development committees including United Way. Chris introduced the 'Kids at Hope' philosophy to the City and paved the way for Avondale to become the first official 'Kids at Hope' city in the nation. As a result, staff from various school districts, local government and community leaders have been trained in and have adopted the Kids at Hope belief and support system that all children are capable of success, no exceptions. Chris was also instrumental in fostering relationships with AmeriCorps VISTA, as well as expanding youth workforce development and teen leadership opportunities in Avondale.

BUDGET IMPACT:

No budgetary impact.

RECOMMENDATION:

This item is for information purposes only.



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3344-1116 - Honoring Officer Michael McGhee on Occasion of his Retirement

MEETING DATE:

11/7/2016

TO: Mayor and Council

FROM: Dale Nannenga, Police Chief 623-333-7207

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that the City Council adopt a resolution recognizing Officer Michael McGhee on the occasion of his retirement. The resolution will be presented to Officer Michael McGhee on November 7, 2016.

BACKGROUND:

Officer Michael McGhee began his employment as an Officer for the City of Avondale on July 8, 2004. During November of 2016, he will retire from the city having provided dedicated, exemplary service to the citizens of Avondale.

Officer Michael McGhee served the city, the department, and community by devoting his career to the Patrol Division. Officer McGhee's dedication to the citizen's of Avondale has been commendable and he has exemplified the department's mission statement of "Serving with Honor".

BUDGET IMPACT:

None

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution recognizing Officer Michael McGhee on the occasion of his retirement.

ATTACHMENTS:

Description

[Resolution 3344-1116](#)

RESOLUTION NO. 3344-1116

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, HONORING OFFICER MICHAEL MCGHEE FOR SIXTEEN YEARS OF DEDICATED SERVICE TO THE CITY OF AVONDALE.

WHEREAS, on July 8, 2004, Officer Michael McGhee began his career with the City of Avondale as a Police Officer; and

WHEREAS, fellow employees have embraced Officer McGhee as a friend; and

WHEREAS, Officer McGhee has demonstrated integrity and professionalism to all citizens and has faithfully served the City during periods of transition and growth; and

WHEREAS, the Council of the City of Avondale wishes to express its appreciation for his hard work, dedication and years of service and to honor Officer Michael McGhee on the occasion of his retirement after 16 years of exemplary service to the citizens of Avondale.

NOW, THEREFORE, BE IT RESOLVED BY THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, that the City of Avondale does hereby thank Officer Michael McGhee for his 16 years of loyal, dedicated service to the City of Avondale and its citizens.

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona, November 7, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

2017 Council Meeting Schedule

MEETING DATE:

11/7/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is recommending approval of the Council Meeting schedule for 2017. The proposed schedule includes the rescheduling of three council meetings in observance of holidays and one meeting to allow for a summer break.

BACKGROUND:

According to the City's Charter, the City Council shall meet no less than two times per month. The Council Rules of Procedures set the regular meetings to be held on the first and third Monday of the month. The Rules of Procedure provide for the rescheduling of council meetings when the day of a regularly scheduled council meeting falls on a legal holiday or for another reason provided that a seven day notice is published in the newspaper.

DISCUSSION:

The attached schedule proposes to reschedule four City Council meetings in observance of Martin Luther King Jr. Day, Presidents' Day and Labor Day.

Following past practice, staff is also proposing to reschedule the second meeting in August to allow for a summer break.

Over the last few years, staff has presented the Council Meeting schedule for approval once a year as we believe this allows for better planning for everyone. Approval of this item will constitute direction to staff to publish the seven day notice as required by the City Charter.

RECOMMENDATION:

Staff is recommending approval of the Council Meeting schedule for 2017 to reschedule three council meetings in observance of holidays and one meeting to allow for a summer break.

ATTACHMENTS:**Description**

[2017 Council Meeting Schedule](#)

CITY OF AVONDALE

2017 COUNCIL MEETING SCHEDULE

Month	Regular Meeting*	Work Session**
January	January 2, 2017	January 9, 2017
	January 17, 2017 (due to MLK Day)	
February	February 6, 2017	February 13, 2017
	February 21, 2017 (due to Presidents' Day)	
March	March 6, 2017	Will not be held due to NLC Conference
	March 20, 2017	
April	April 3, 2017	April 10, 2017
	April 17, 2017	
May	May 1, 2017	May 8, 2017
	May 15, 2017	
June	June 5, 2017	June 12, 2017
	June 19, 2017	
July	July 3, 2017	July 10, 2017
	July 17, 2017	
August	August 7, 2017	August 14, 2017
	August 14, 2017 (to allow for summer break)	
September	September 11, 2017 (due to Labor Day)	September 11, 2017
	September 18, 2017	
October	October 2, 2017	October 9, 2017
	October 16, 2017	
November	November 6, 2017	November 13, 2017
	November 20, 2017	
December	December 4, 2017	December 11, 2017
	December 18, 2017	

* Regular Meetings are held at 7:00 p.m.

** Work Sessions are held at 6:00 p.m. as needed before regular Council meetings and on the second Monday of the month.



CITY COUNCIL AGENDA

SUBJECT:

Replat - Gateway Village Lots 6 & 7

MEETING DATE:

11/7/2016

TO: Mayor and Council

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

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

REQUEST: Approval of a replat of Lots 6 & 7 of the Gateway Village commercial subdivision shifting an existing lot line approximately 45-feet to the east.

PARCEL SIZE: Approximately 17.08 Net Acres

LOCATION: Southeast Corner of McDowell Road and 103rd Avenue (Exhibits A and B)

APPLICANT: Mr. Jeff D. Behrana, Optimus Civil Design Group, (602)-286-9300

OWNER: David Scholl, Vintage Partners (602) 549-9924

BACKGROUND:

On February 17, 2015, the City Council approved application PL-14-0224, rezoning the undeveloped subject property from AG (Agriculture) to C-3 (Freeway Commercial) for the Gateway Village development.

A Master Site Plan for the Gateway Village development was approved subject to conditions on November 3, 2015 (Exhibit E). The development, currently under construction, includes a variety of restaurants and retail tenants.

On February 16, 2016, Council approved a final plat (Case No. PL-15-0276) for the Gateway Village effectively subdividing the 17.08-acre property into 8 lots and dedicating all necessary right-of-way and easements for the overall development.

All private on-site improvements within the development have been completed in the initial phase of development including paving, retention, landscaping, site lighting, and dustproofing of vacant pad sites. All perimeter off-site improvements adjacent to Gateway Village were also completed in the initial phase of development.

SUMMARY OF REQUEST:

The proposed replat shifts an existing lot line between Lots 6 & 7 approximately 45-feet to the east. The adjustment alters the lots as follows:

Lot 6: Increase of 18,490 sf creating a 3.84- acre parcel to accommodate for future development.

Lot 7: Decrease of 18,490 square feet creating a 2.08- acre parcel to accommodate for future development.

There are no dedications required with this application.

PARTICIPATION:

Public notification is not required for replat applications.

PLANNING COMMISSION ACTION:

The Planning Commission does not review replat applications.

ANALYSIS:

The proposed replat has been reviewed and the document has been confirmed as geometrically accurate and in conformance with Arizona Statutes governing the subdivision of real property. The proposed replat is in conformance with the City of Avondale Zoning Ordinance and Subdivision Regulations.

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-16-0214 as part of the November 7, 2016 consent agenda.

PROPOSED MOTION:

I move that the City Council **APPROVE** application PL-16-0214, a request for approval of a replat of Lots 6 & 7 for Gateway Village, located at the southeast corner of McDowell Road and 103rd Avenue.

ATTACHMENTS:

Description

[Exhibit A - Zoning Vicinity Map](#)

[Exhibit B - Aerial Photograph](#)

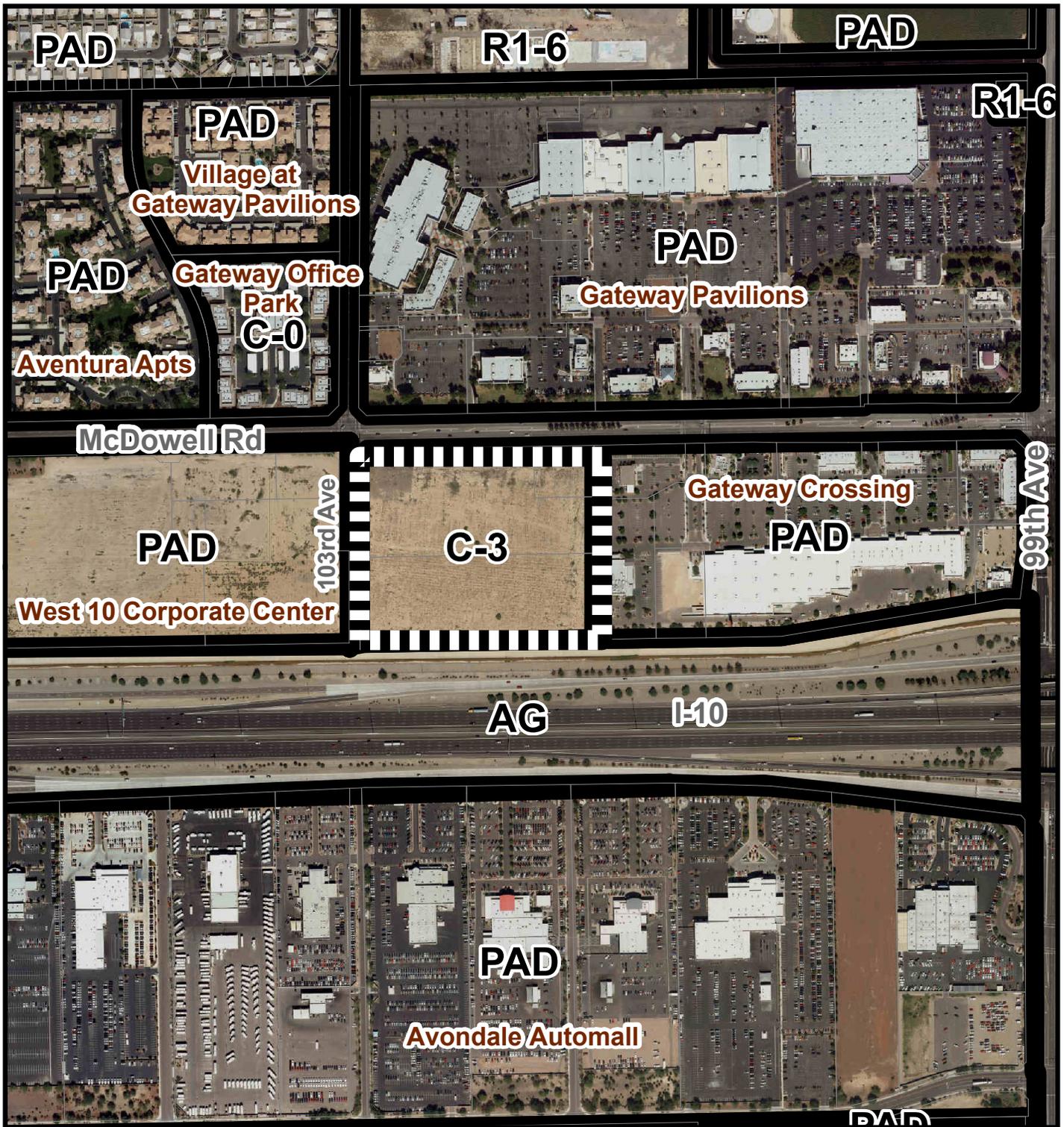
[Exhibit C - Approved Final Plat](#)

[Exhibit D - Proposed Replat Lots 6 & 7](#)

[Exhibit E - Approved Gateway Village Site Plan](#)

PROJECT MANAGER

Rick Williams, Planner II (623) 333-4018

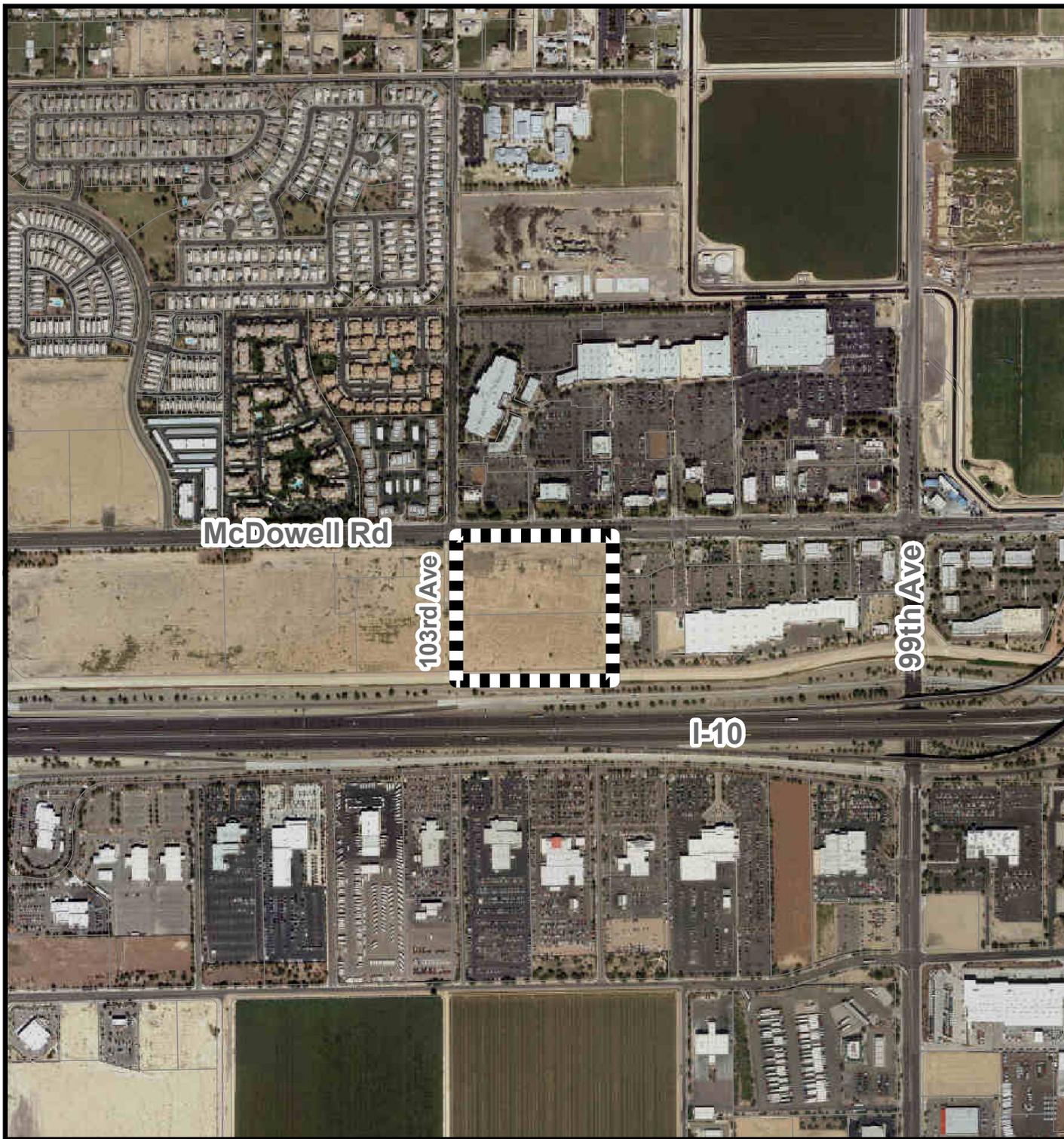


Zoning Map



Subject Property





2014 Aerial Photograph



Subject Property



EXHIBIT C – APPROVED FINAL PLAT

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39408>

EXHIBIT D – GATEWAY RE-PLAT

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39407>

EXHIBIT E – APPROVED GATEWAY VILLAGE SITE PLAN

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39409>



CITY COUNCIL AGENDA

SUBJECT:

Contract Award- Cem-Tec Corporation

MEETING DATE:

11/7/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council award a Streetlight Supplies Purchase Contract to Cem-Tec Corporation in an aggregate amount not to exceed \$300,000 to purchase streetlight pole and mast arm equipment, over the next five years, and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

In 2011, following the proper bidding process, the City awarded a supplies purchasing contract to Cem-Tec Corporation to supply street light poles and mast arms for a five year period, expiring in July 2016. In 2014, the City also conducted a competitively bid contract to pre-order street light poles and mast arms that were long-lead items for certain capital improvement projects. The award in that case went to Cem-Tec Corporation.

In September 2016, the City issued Invitation For Bid (IFB) EN16-021 for the purchase of streetlight poles, mast arms, fixtures, hardware, and related appurtenances. The City currently owns, operates and maintains approximately 7,960 streetlights. In addition to routine maintenance, this contract covers the poles and mast arms necessary to restore knockdowns and replacements. This contract allows city staff the authority to purchase the materials and equipment at competitively bid prices to facilitate the repairs in a timely and efficient manner.

DISCUSSION:

The intent of going out to bid was to secure qualified vendors to provide the City with Streetlight equipment and supplies that are compliant with the City's existing streetlight configuration and design.

The main scope included, in part:

- Streetlight Poles
- Mast Arms

Requests-for-Bid notices were published in the West Valley View on August 24 and August 31, 2016 and the Arizona Business Gazette on August 25, 2016. Addendums to the original Request-for Bids were published in the West Valley View on September 21 and September 28, 2016 and the Arizona Business Gazette on September 22, 2016. Regarding the streetlight poles and mast arm vendors, three (3) bids were received and opened on October 05, 2016. Each bid package was reviewed and all three (3) bidders met the bidding requirements. The firms meeting requirements

and the amount of their total bids for streetlight poles and mast arms are as follows with the lowest, responsible bid item shown in bold and italicized:

BIDDER	ITEMS 46-57*	DBE
Southwest Fabrication	\$30,716	No
Cem-Tec Corporation	<i>\$30,012</i>	No
Wesco Distribution	\$39,400	No

*- Bid items for various poles and mast arm supplies

Southwest Fabrication, Cem-Tec Corporation and Wesco bid on items 46-57 of the price sheet. Between the three, Cem-Tec came in with the lowest bid. Staff contacted references and believes Cem-Tec Corporation to be competent and qualified vendor. Cem-Tec Corporation has successfully completed similar work for the City and other local government agencies. The bid tabulation sheet, which provides a detailed breakdown of each submitted bid, is attached. Pending the completion of the LED conversion project, city staff will revisit and may re-advertise the IFB based on the final design.

BUDGET IMPACT:

Funding for streetlight supplies is available in Development and Engineering Services Traffic Engineering operating line item 201-5925-00-7692, Streetlights and 201-5925-00-6281, Risk Management (for knockdowns) and based on the following summarized costs:

- Cem-Tec Corporation – the annual cost of streetlight poles varies based upon the type of pole, and the number of knockdowns, replacements, and CIP projects. The estimated usage of this contract will vary, but should average approximately \$60,000 annually (subject to budgetary authority); \$300,000 over the 5-year term of the contract.

RECOMMENDATION:

Staff is requesting that City Council award a Streetlight Supplies Purchase Contract to Cem-Tec Corporation in an aggregate amount not to exceed \$300,000 over the next five-year period, subject to budgetary authority, and authorize the Mayor and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tab](#)

[Cem Tec Corporation - Award](#)



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-021 Streetlight Equipment and Supplies
 BID DATE: October 6, 2016

Item No.	Description of Materials and/or Services	Quantity (Each)	Southwest Fabrication		Cem-Tec Corporation		Wesco Distribution		Border States		Batteries Plus Bulbs	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	100 Watt HPS Lamp/Mogel Base/S54	590	No Bid	\$0.00	No Bid	\$0.00	\$11.51	\$6,790.90	\$9.82	\$5,793.80		\$0.00
2	150 Watt HPS Lamp/Mogel Base/S55	250	No Bid	\$0.00	No Bid	\$0.00	\$10.32	\$2,580.00	\$9.82	\$2,455.00		\$0.00
3	250 Watt HPS Lamp/Mogel Base/S50	170	No Bid	\$0.00	No Bid	\$0.00	\$12.49	\$2,123.30	\$10.39	\$1,766.30		\$0.00
4	400 Watt HPS Lamp/Mogel Base/S51	5	No Bid	\$0.00	No Bid	\$0.00	\$12.49	\$62.45	\$14.62	\$73.10		\$0.00
5	100 Watt HPS Cobra Luminaire, GE - M2AC10SOA2GMC22	55	No Bid	\$0.00	No Bid	\$0.00	\$182.45	\$10,034.75	\$158.67	\$8,726.85		\$0.00
6	150 Watt HPS Cobra Luminaire, GE - M2AC15SOA2GMC32	15	No Bid	\$0.00	No Bid	\$0.00	\$191.14	\$2,867.10	\$190.34	\$2,855.10		\$0.00
7	250 Watt HPS Cobra Luminaire, GE - M2AC25SOA2GMC32	15	No Bid	\$0.00	No Bid	\$0.00	\$193.31	\$2,899.65	\$192.68	\$2,890.20		\$0.00
8	250 Watt HPS Shoebox Luminaire, GE - DSME25SOA2GMC3DBC	5	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
9	250 Watt HPS Shoebox Luminaire, GE - TSP25SOA2FMC3SDB	15	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
10	Luminaire 67 Watt LED RWGR (APN# 128330) GE - ERS10CXB5402GRAY	55	No Bid	\$0.00	No Bid	\$0.00	\$278.02	\$15,291.10	\$294.27	\$16,184.85		\$0.00
11	Luminaire 130 Watt LED RWGR (APN# 128332) GE - ERS20HXEX5402GRAY	15	No Bid	\$0.00	No Bid	\$0.00	\$403.99	\$6,059.85	\$427.39	\$6,410.85		\$0.00
12	Luminaire 258 Watt LED RWGR (APN# 128364) GE - ERS40TXX5402GRAY	15	No Bid	\$0.00	No Bid	\$0.00	\$718.93	\$10,783.95	\$757.86	\$11,367.90		\$0.00
13	Luminaire 258 Watt LED RWDB (APN# 128365) GE - ERS40TXX5402DKBZ	15	No Bid	\$0.00	No Bid	\$0.00	\$718.93	\$10,783.95	\$757.86	\$11,367.90		\$0.00
14	INTENTIONALLY OMITTED	5	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
15	GE Evolve LED 108 Watt- RS1011D1X20ADKBZ	5	No Bid	\$0.00	No Bid	\$0.00	\$396.39	\$1,981.95	\$398.20	\$1,991.00		\$0.00
16	GE Evolve LED 232 Watt -ERS20F3A11402DKBZL	5	No Bid	\$0.00	No Bid	\$0.00	\$591.87	\$2,959.35	\$593.21	\$2,966.05		\$0.00
17	GE Evolve LED 157 Watt- ERMCOA360AZDKBZ	5	No Bid	\$0.00	No Bid	\$0.00	\$367.07	\$1,835.35	\$366.67	\$1,833.35		\$0.00
18	CREE Edge Series LED ARE-EDR-2M-R3-04-D-UL-SV-525-40K-HL	20	No Bid	\$0.00	No Bid	\$0.00	\$992.60	\$19,852.00	\$992.58	\$19,851.60		\$0.00
19	CREE Edge Series LED ARE-EDR-3M-R3-12-C-UL-SV-43K	10	No Bid	\$0.00	No Bid	\$0.00	\$1,536.69	\$15,366.90	\$1,536.75	\$15,367.50		\$0.00
20	Phillips Advance LED Electronic Driver - XA-9033	10	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
21	Phillips Advance LED Electronic Driver - XA-9363	20	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
22	100 Watt HPS Ballast Kit, Multi-tap	15	No Bid	\$0.00	No Bid	\$0.00	\$56.47	\$847.05	\$56.29	\$844.35		\$0.00
23	150 Watt HPS Ballast Kit, Multi-tap	25	No Bid	\$0.00	No Bid	\$0.00	\$57.56	\$1,439.00	\$60.18	\$1,504.50		\$0.00
24	250 Watt HPS Ballast Kit, Multi-tap	10	No Bid	\$0.00	No Bid	\$0.00	\$70.59	\$705.90	\$79.88	\$798.80		\$0.00
25	KTK-R-10 Midget Fuse	30	No Bid	\$0.00	No Bid	\$0.00	\$6.52	\$195.60	\$10.16	\$304.80		\$0.00
26	KTK-R-15 Midget Fuse	80	No Bid	\$0.00	No Bid	\$0.00	\$6.79	\$543.20	\$10.16	\$812.80		\$0.00



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-021 Streetlight Equipment and Supplies
 BID DATE: October 6, 2016

Item No.	Description of Materials and/or Services	Quantity (Each)	Southwest Fabrication		Cem-Tec Corporation		Wesco Distribution		Border States		Batteries Plus Bulbs	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
27	HEB-AA Fuse Holder	15	No Bid	\$0.00	No Bid	\$0.00	\$11.59	\$173.85	\$22.28	\$334.20		\$0.00
28	Bussman #2A0660 Rubber Boot Insulator	25	No Bid	\$0.00	No Bid	\$0.00	\$2.17	\$54.25	\$3.11	\$77.75		\$0.00
29	GE Glass Lens, M2AR10SOH	5	No Bid	\$0.00	No Bid	\$0.00	\$14.12	\$70.60	\$18.55	\$92.75		\$0.00
30	Photocontrol, ES124-WPJ-2.5 – TBK (Fail-On)	840	No Bid	\$0.00	No Bid	\$0.00	\$8.69	\$7,299.60	\$9.07	\$7,618.80		\$0.00
31	Intermatic Locking Type K4500 Photo Control Short cap 105-480	10	No Bid	\$0.00	No Bid	\$0.00	\$4.36	\$43.60	\$3.33	\$33.30		\$0.00
32	ESB-0432-14-UV Fluorescent Ballast	10	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
33	Illuminated Street Name Sign Ballast Kit Model # EESB104014L	10	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
34	Phillips F48T12 Fluorescent Lamp	15	No Bid	\$0.00	No Bid	\$0.00	\$4.53	\$67.95	\$6.01	\$90.15		\$0.00
35	Phillips F72T12 Fluorescent Lamp	15	No Bid	\$0.00	No Bid	\$0.00	\$22.50	\$337.50	\$4.92	\$73.80		\$0.00
36	Phillips F84T12 Fluorescent Lamp	15	No Bid	\$0.00	No Bid	\$0.00	\$26.37	\$395.55	\$7.53	\$112.95		\$0.00
37	Phillips F96T12/CW/HO/EW/ALTO Fluorescent Lamp	90	No Bid	\$0.00	No Bid	\$0.00	\$10.86	\$977.40	\$3.03	\$272.70		\$0.00
38	Phillips F108T12 Fluorescent Lamp	15	No Bid	\$0.00	No Bid	\$0.00	\$30.41	\$456.15	No Bid	\$0.00		\$0.00
39	Phillips F120T12/CW/HO Fluorescent Lamp	90	No Bid	\$0.00	No Bid	\$0.00	\$30.41	\$2,736.90	No Bid	\$0.00		\$0.00
40	#12 Solid Wire, Copper, THHN, Black, 500' Roll	500	No Bid	\$0.00	No Bid	\$0.00	\$0.12	\$60.00	\$0.09	\$42.80		\$0.00
41	#12 Solid Wire, Copper, THHN, White, 500' Roll	500	No Bid	\$0.00	No Bid	\$0.00	\$0.12	\$60.00	\$0.09	\$42.80		\$0.00
42	#12 Solid Wire, Copper, THHN, Green, 500' Roll	500	No Bid	\$0.00	No Bid	\$0.00	\$0.12	\$60.00	\$0.09	\$42.80		\$0.00
43	#12 Solid Wire, Copper, THHN, Red, 500' Roll	500	No Bid	\$0.00	No Bid	\$0.00	\$0.12	\$60.00	\$0.09	\$42.80		\$0.00
44	SRP Pull Box; SRP Stock 5034692 (Per attached detail 44)	10	No Bid	\$0.00	No Bid	\$0.00	\$102.08	\$1,020.80	\$86.05	\$860.50		\$0.00
45	APS Pull Box; T&D Construction Standards 8663 thru 8665 (Per attached detail 45)	10	No Bid	\$0.00	No Bid	\$0.00	\$55.39	\$553.90	\$285.21	\$2,852.10		\$0.00
46	26' 6" Pole (SRP Style) (Per attached detail 46)	5	\$341.47	\$1,707.35	\$302.99	\$1,514.95	\$564.72	\$2,823.60	No Bid	\$0.00		\$0.00
47	3' Radius Mast Arm (SRP Style) (Per attached detail 47)	5	\$66.02	\$330.10	\$60.82	\$304.10	\$83.62	\$418.10	No Bid	\$0.00		\$0.00
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49	31' Pole (SRP Style) (Per attached detail 49)	25	\$416.06	\$10,401.50	\$433.32	\$10,833.00	\$514.76	\$12,869.00	No Bid	\$0.00		\$0.00
50	6' Radius Mast Arm (SRP Style) (Per attached detail 50)	25	\$83.99	\$2,099.75	\$90.14	\$2,253.50	\$106.43	\$2,660.75	No Bid	\$0.00		\$0.00
51	38' Square Direct Bury Pole Per APS Specs 8027 and 8030, 31'-6" Above Ground, Code 1940.38, Bronze Powder Coat Paint (Per attached detail 51)	5	\$619.61	\$3,098.05	\$547.35	\$2,736.75	\$880.75	\$4,403.75	No Bid	\$0.00		\$0.00
52	32' x 5" Square Architectural Pole (Foundation), Bronze Powder Coat Paint (Per attached detail 52)	10	\$529.89	\$5,298.90	\$477.84	\$4,778.40	\$653.77	\$6,537.70	No Bid	\$0.00		\$0.00



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54	Square Architectural Pole Mast Arm (Dual), Bronze Powder Coat Paint (Per attached detail 54)	5	\$261.51	\$1,307.55	\$313.86	\$1,569.30	\$323.63	\$1,618.15	No Bid	\$0.00		\$0.00
55	38' 6" Round Pole (APS Style) (Per attached detail 55)	5	\$535.77	\$2,678.85	\$561.47	\$2,807.35	\$661.37	\$3,306.85	No Bid	\$0.00		\$0.00
56	8' Mast Arm (APS Style) (Per attached detail 56)	5	\$90.38	\$451.90	\$70.59	\$352.95	\$114.03	\$570.15	No Bid	\$0.00		\$0.00
57	Anchor Bolts (1" x 36" x 4") (Per attached detail 57)	10	\$64.13	\$641.30	\$16.29	\$162.90	\$84.71	\$847.10	No Bid	\$0.00		\$0.00
TOTAL*			\$30,716.25		\$30,011.95		\$169,831.40		\$128,756.80		\$0.00	
TOTAL SUBMITTED BY BIDDER*			\$30,716.25		\$30,011.95		\$176,186.39		\$130,246.65			
Met Requirements and Required Attachments Included?			Yes		Yes		Yes		Yes		No	

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

CONTRACT AWARD - CEM-TEC CORPORATION

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39379>



CITY COUNCIL AGENDA

SUBJECT:

Contract Award Wesco Distribution

MEETING DATE:

11/7/2016

TO: Mayor and Council

FROM: Tracy Stevens, Development and Engineering Services Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting that City Council award a Streetlight Supplies Purchase Contract to Wesco Distribution in an aggregate amount not to exceed \$500,000, to purchase streetlight fixtures, hardware and related appurtenances, over the next five years, subject to budgetary authority, and authorize the Mayor and City Clerk to execute the necessary documents.

BACKGROUND:

In 2011, following the proper bidding process, the City awarded a supplies purchasing contract with Brown Wholesale, dba Wesco Distribution, to supply streetlight fixtures/equipment for a five year period, expiring in July 2016. In 2014, the City also conducted a competitively bid contract to pre-order street light fixtures that were long-lead items for certain capital improvement projects. The award in that case went to Brown Wholesale, dba Wesco Distribution.

In September 2016, the City issued Invitation For Bid (IFB) EN16-021 for the purchase of streetlight fixtures, hardware, and related appurtenances. The City currently owns, operates and maintains approximately 7,960 streetlights. In addition to routine maintenance, this contract covers the equipment and materials to restore knockdowns and replacements. This contract allows city staff the authority to purchase the materials and equipment at competitively bid prices to facilitate the repairs in a timely and efficient manner.

DISCUSSION:

The intent in going out to bid was to secure qualified vendors to provide the City with Streetlight equipment and supplies that are compliant with the City's existing streetlight configuration and design.

The main scope includes, in part:

- Various Lamps
- Fuses
- Ballast Kits
- Copper Wire
- Pull Boxes

Requests-for-Bid notices were published in the West Valley View on August 24 and August 31, 2016 and the Arizona Business Gazette on August 25, 2016. Addendums to the original Request-for Bids were published in the West Valley View on September 21 and September 28, 2016 and the

Arizona Business Gazette on September 22, 2016. Regarding the streetlight fixtures and related equipment, two (2) bids were received and opened on October 05, 2016. Each bid package was reviewed and both bidders met the bidding requirements. The firms meeting requirements and the amount of their total bids are as follows with the bold-italicized amounts meeting the lowest, responsible bid items:

BIDDER	TOTAL BID	ITEMS 1-45* (Excluding 38 & 39)	ITEMS 38-39*	DBE
Wesco Distribution	\$130,431	\$127,238	\$3,193	No
Border States	\$128,757	\$128,757	No Bid	No

*- Bid items related to streetlight fixtures, hardware and related appurtenances.

Wesco Distribution and Border States bid on items 1-45 of the price sheet, with the exception of items 38 and 39, for which Wesco was the only bidder. Comparing Wesco and Border States' bids on items 1-45 (excluding items 38 and 39), Wesco Distribution came in with the lowest overall bid.

Staff contacted references and believes Wesco Distribution to be competent and qualified vendors. Wesco Distribution has successfully completed similar work for the City and other local government agencies.

The bid tabulation sheet, which provides a detailed, bid item breakdown of each submitted bid, is attached. The bid tabs include items that will be phased in and out over the next couple years (for example, the replacement of high pressure sodium bulbs with LED fixtures), therefore the actual annual costs will likely be less. Pending the completion of the LED conversion project, city staff will revisit and may re-advertise the IFB based on the final design.

BUDGET IMPACT:

Funding for streetlight supplies is available in Development and Engineering Services Traffic Engineering operating line item 201-5925-00-7692, Streetlights and 201-5925-00-6281, Risk Management (for knockdowns) and based on the following summarized costs:

- Wesco Distribution – the estimated cost for fixtures and related appurtenances will likely vary per year as the transition from high pressure sodium to LED fixtures takes place, but estimate approximately \$100,000 (subject to budgetary authority) per year and \$500,000 over the 5-year term of the contract.

RECOMMENDATION:

Staff is requesting that City Council award a Streetlight Supplies Purchase Contract to Wesco Distribution in an aggregate amount not to exceed \$500,000, to purchase streetlight fixtures, hardware and related appurtenances over the next five-year period, subject to budgetary authority, and authorize the Mayor and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Bid Tab Sheet](#)

[Wesco Distribution - Award](#)



CITY OF AVONDALE
 BID TABULATION SHEET
 Solicitation # EN16-021 Streetlight Equipment and Supplies
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Item No.	Description of Materials and/or Services	Quantity (Each)	Southwest Fabrication		Cem-Tec Corporation		Wesco Distribution		Border States		Batteries Plus Bulbs	
			Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price	Unit Price	Total Price
1	100 Watt HPS Lamp/Mogel Base/S54	590	No Bid	\$0.00	No Bid	\$0.00	\$11.51	\$6,790.90	\$9.82	\$5,793.80		\$0.00
2	150 Watt HPS Lamp/Mogel Base/S55	250	No Bid	\$0.00	No Bid	\$0.00	\$10.32	\$2,580.00	\$9.82	\$2,455.00		\$0.00
3	250 Watt HPS Lamp/Mogel Base/S50	170	No Bid	\$0.00	No Bid	\$0.00	\$12.49	\$2,123.30	\$10.39	\$1,766.30		\$0.00
4	400 Watt HPS Lamp/Mogel Base/S51	5	No Bid	\$0.00	No Bid	\$0.00	\$12.49	\$62.45	\$14.62	\$73.10		\$0.00
5	100 Watt HPS Cobra Luminaire, GE - M2AC10SOA2GMC22	55	No Bid	\$0.00	No Bid	\$0.00	\$182.45	\$10,034.75	\$158.67	\$8,726.85		\$0.00
6	150 Watt HPS Cobra Luminaire, GE - M2AC15SOA2GMC32	15	No Bid	\$0.00	No Bid	\$0.00	\$191.14	\$2,867.10	\$190.34	\$2,855.10		\$0.00
7	250 Watt HPS Cobra Luminaire, GE - M2AC25SOA2GMC32	15	No Bid	\$0.00	No Bid	\$0.00	\$193.31	\$2,899.65	\$192.68	\$2,890.20		\$0.00
8	250 Watt HPS Shoebox Luminaire, GE - DSME25SOA2GMC3DBC	5	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
9	250 Watt HPS Shoebox Luminaire, GE - TSP25SOA2FMC3SDB	15	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
10	Luminaire 67 Watt LED RWGR (APN# 128330) GE - ERS10CXB5402GRAY	55	No Bid	\$0.00	No Bid	\$0.00	\$278.02	\$15,291.10	\$294.27	\$16,184.85		\$0.00
11	Luminaire 130 Watt LED RWGR (APN# 128332) GE - ERS20HXEX5402GRAY	15	No Bid	\$0.00	No Bid	\$0.00	\$403.99	\$6,059.85	\$427.39	\$6,410.85		\$0.00
12	Luminaire 258 Watt LED RWGR (APN# 128364) GE - ERS40TXX5402GRAY	15	No Bid	\$0.00	No Bid	\$0.00	\$718.93	\$10,783.95	\$757.86	\$11,367.90		\$0.00
13	Luminaire 258 Watt LED RWDB (APN# 128365) GE - ERS40TXX5402DKBZ	15	No Bid	\$0.00	No Bid	\$0.00	\$718.93	\$10,783.95	\$757.86	\$11,367.90		\$0.00
14	INTENTIONALLY OMITTED	5	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
15	GE Evolve LED 108 Watt- RS1011D1X20ADKBZ	5	No Bid	\$0.00	No Bid	\$0.00	\$396.39	\$1,981.95	\$398.20	\$1,991.00		\$0.00
16	GE Evolve LED 232 Watt -ERS20F3A11402DKBZL	5	No Bid	\$0.00	No Bid	\$0.00	\$591.87	\$2,959.35	\$593.21	\$2,966.05		\$0.00
17	GE Evolve LED 157 Watt- ERMCOA360AZDKBZ	5	No Bid	\$0.00	No Bid	\$0.00	\$367.07	\$1,835.35	\$366.67	\$1,833.35		\$0.00
18	CREE Edge Series LED ARE-EDR-2M-R3-04-D-UL-SV-525-40K-HL	20	No Bid	\$0.00	No Bid	\$0.00	\$992.60	\$19,852.00	\$992.58	\$19,851.60		\$0.00
19	CREE Edge Series LED ARE-EDR-3M-R3-12-C-UL-SV-43K	10	No Bid	\$0.00	No Bid	\$0.00	\$1,536.69	\$15,366.90	\$1,536.75	\$15,367.50		\$0.00
20	Phillips Advance LED Electronic Driver - XA-9033	10	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
21	Phillips Advance LED Electronic Driver - XA-9363	20	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00	No Bid	\$0.00		\$0.00
22	100 Watt HPS Ballast Kit, Multi-tap	15	No Bid	\$0.00	No Bid	\$0.00	\$56.47	\$847.05	\$56.29	\$844.35		\$0.00
23	150 Watt HPS Ballast Kit, Multi-tap	25	No Bid	\$0.00	No Bid	\$0.00	\$57.56	\$1,439.00	\$60.18	\$1,504.50		\$0.00
24	250 Watt HPS Ballast Kit, Multi-tap	10	No Bid	\$0.00	No Bid	\$0.00	\$70.59	\$705.90	\$79.88	\$798.80		\$0.00
25	KTK-R-10 Midget Fuse	30	No Bid	\$0.00	No Bid	\$0.00	\$6.52	\$195.60	\$10.16	\$304.80		\$0.00
26	KTK-R-15 Midget Fuse	80	No Bid	\$0.00	No Bid	\$0.00	\$6.79	\$543.20	\$10.16	\$812.80		\$0.00



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TOTAL*			\$30,716.25		\$30,011.95		\$169,831.40		\$128,756.80		\$0.00	
TOTAL SUBMITTED BY BIDDER*			\$30,716.25		\$30,011.95		\$176,186.39		\$130,246.65			
Met Requirements and Required Attachments Included?			Yes		Yes		Yes		Yes		No	

*All bids are presumed to include all applicable taxes.

Calculation or Extension Error

CONTRACT AWARD – WESCO DISTRIBUTION

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CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement- Advanced Chemical Transport, Inc.

MEETING DATE:

11/7/2016

TO: Mayor and Council

FROM: Cindy Blackmore, Public Works Director

THROUGH: David Fitzhugh, City Manager

PURPOSE:

City Council will consider a request to approve a Cooperative Purchasing Agreement with Advanced Chemical Transport, Inc. to provide environmental services in an annual amount not to exceed \$25,000 with an option to renew for up to three (3) successive one-year terms and a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

BACKGROUND:

After a competitive procurement process, Maricopa County, Arizona entered into Serial Contract No. 13134-ITN, dated April 9, 2014 with Advanced Chemical Transport, Inc. The Maricopa County contract permits cooperative use by other governmental agencies including the City of Avondale. The initial contract term is through April 30, 2017. After expiration of the initial term, this agreement may be renewed for up to three (3) successive one-year terms.

DISCUSSION:

The City of Avondale in cooperation with our neighboring cities of Goodyear, Litchfield Park and Tolleson provide a household hazardous waste (HHW) day event twice a year. These events allow citizens the opportunity to properly dispose of any hazardous waste generated at their residence. This service prevents hazardous waste from being illegally dumped into our landfills, sewers and storm drains. Advanced Chemical Transport, Inc. has the necessary staff, equipment and resources to perform these services and is required to follow all regulatory agency requirements to collect, transport and dispose of household hazardous waste.

BUDGET IMPACT:

Funding is available in the approved operating budget line item 520-6830-00-6181.

RECOMMENDATION:

Staff is recommending City Council approval of a Cooperative Purchasing Agreement with Advanced Chemical Transport, Inc. to provide environmental services in an annual amount not to exceed \$25,000 with an option to renew for up to three (3) successive one-year terms and a maximum aggregate amount not to exceed \$100,000, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:**Description**

[CPA - ADVANCED CHEMICAL TRANSPORT, INC.](#)

CPA – ADVANCED CHEMICAL TRANSPORT, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

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<http://www.avondale.org/DocumentCenter/View/39381>



CITY COUNCIL AGENDA

SUBJECT:

Cooperative Purchasing Agreement - Centennial Contractors Enterprises Inc.

MEETING DATE:

11/7/2016

TO: Mayor and Council

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

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff requests the City Council approve a cooperative purchasing agreement with Centennial Contractors Enterprises, Inc in the amount of \$53,311.24 for construction services related to the Emergency Operations Center (EOC) / Traffic Operations Center (TOC).

BACKGROUND:

The City is utilizing approximately 4,000 square feet of space in the PIR building to establish an Emergency Operations Center / Traffic Operations Center. This will be a multi-phased project dependent on funding availability. Prep work to install a fiber optic line was completed last fiscal year and additional funding was allocated this year to continue the project.

DISCUSSION:

The Fire and Medical Department seeks to prepare the space in the building to be operational for the Emergency Operations Center. It will also make it possible to relocate the Traffic Operations Center from its current location at the Municipal Operations Service Center and will make the space functional. The first phase of the EOC/TOC project can be completed through Mohave Educational Services Cooperative from Centennial Contractors Enterprises, Inc. for a total amount of \$53,311.24.

Work will increase electrical panel capacity for additional circuits within the existing building MDF room. A new separate electrical panel, transformer and circuit will be installed. This will allow for easier back-up electrical power equipment installation in future phases. Work will also include new 110v electrical circuits for EOC and TOC prep work and minor space modifications.

BUDGET IMPACT:

Funding for this purchase is available in line item 101-6320-00-6290 of the Fire and Medical Department budget.

RECOMMENDATION:

Staff recommends that the Mayor and Council approve a cooperative purchasing agreement with Centennial Contractors Enterprises, Inc in the amount of \$53,311.24 for construction services related to the Emergency Operations Center (EOC) / Traffic Operations Center (TOC).

ATTACHMENTS:**Description**

[CPA - Centennial Contractors Enterprises, Inc.](#)

COOPERATIVE PURCHASING AGREEMENT – CENTENNIAL
CONTRACTORS ENTERPRISES, INC.

DUE TO ITS SIZE, THIS DOCUMENT
HAS BEEN POSTED SEPARATELY

PLEASE CLICK ON THE LINK BELOW TO VIEW

<http://www.avondale.org/DocumentCenter/View/39370>



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3343-1116 - Terminating an Intergovernmental Agreement with Maricopa County

MEETING DATE:

11/7/2016

TO: Mayor and Council**FROM:** Cindy Blackmore, Public Works Director (623)-333-4410**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff is requesting that the City Council adopt a resolution terminating an existing Intergovernmental Agreement between the City and Maricopa County for the use of the County's Smartzone radio system.

BACKGROUND:

In June 2006, the City Council approved Resolution No. 2575-606 which adopted an Intergovernmental Agreement (IGA) with Maricopa County for the use of the County's 800 MHz Smartzone radio system. Following the approval of the IGA, the city's Police and Public Works Department operated equipment on the County radio system.

The City is also a member of the Regional Wireless Cooperative (RWC). The RWC was created in 2008 to provide a centralized communication system for public agencies within the Phoenix Metropolitan region. The city's Fire Department began to operate on the RWC radio network in 2008. In 2014, the Police Department purchased the equipment to allow them to operate on the RWC network.

Since 2006, The Public Works Department has operated 55 radios on the Maricopa County radio system. In 2015, the County notified the city that they are upgrading their radio system, requiring Public Works to replace our existing radio units. While Public Works has had no issues with the service provide by the County radio network, it is prudent to change to the RWC network to facilitate interoperability between Public Works, Police and Fire Departments. Being on a single radio network also creates a unified emergency communications system with Avondale. The equipment needed for Public Works to switch to the RWC radio network became operational on September 30, 2016.

DISCUSSION:

To facilitate radio interoperability between city departments, Public Works needed to switch from the County radio network to the RWC network. Now that Public Works has setup the equipment necessary to operator on the RWC, the city is no longer utilizing the County radio system. Staff is requesting that the City Council approve terminating the existing Intergovernmental Agreement between the City and Maricopa county for the use of the County's Smartzone radio system.

BUDGET IMPACT:

The funding to replace the existing County radios was approved as part of the Fiscal Year 2015-16 approved budget. The County was charging \$36.09 per month for each radio operated on their network. With the switch to the RWC, the monthly radio fee will lower to \$32.03 per radio unit. The monthly expenditures are typically charged to the Streets (fund 201) and Solid Waste Divisional (fund 520) budgets under account 6300 Contractual Maintenance Radio and Communications.

RECOMMENDATION:

Staff is recommending that the City Council adopt a resolution terminating the existing Intergovernmental Agreement between the City and Maricopa County for the use of the County's Smartzone radio system, and authorize the Mayor or City Manager and City Clerk to execute the necessary documents.

ATTACHMENTS:

Description

[Resolution 3343-1116](#)

RESOLUTION NO. 3343-1116

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, TERMINATING THE INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY RELATING TO THE USE OF THE SMARTZONE™ INFRASTRUCTURE SYSTEM.

WHEREAS, the City of Avondale (the “City”) by Resolution No. 2575-606 approved the Intergovernmental Agreement (the “Agreement”) with Maricopa County, Arizona (“Maricopa County”) to enable the City to use the SmartZone™ Infrastructure System and to allow Maricopa to maintain the City Public Works Department radio fleet; and

WHEREAS, the City Police Department and the City Fire Department radios currently operate on the Regional Wireless Cooperative (RWC) radio network system; and

WHEREAS, the City desires to migrate the Public Works Department radio fleet to the RWC radio network system to facilitate a unified emergency community within the City; and

WHEREAS, the City desires to terminate the Agreement with Maricopa County.

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 Intergovernmental Agreement with Maricopa County, Arizona relating to the City’s use of the SmartZone™ Infrastructure System is hereby terminated as of September 30, 2016.

SECTION 3. The Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to take all steps necessary to carry out the purpose and intent of this Resolution.

[SIGNATURES ON FOLLOWING PAGE]

PASSED AND ADOPTED by the Council of the City of Avondale, Arizona,
November 7, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney



CITY COUNCIL AGENDA

SUBJECT:

Resolution 3345-1116 - Grant Acceptance from
GOHS for DUI Enforcement

MEETING DATE:

11/7/2016

TO: Mayor and Council

FROM: Dale Nannenga, Chief of Police 623-333-7207

THROUGH: David Fitzhugh, City Manager

PURPOSE:

Staff is requesting City Council adopt a resolution authorizing the acceptance of a grant provided by the Governor's Office of Highway Safety (GOHS) in the amount of \$50,000. The grant will support the Police Department's funding of Driving under the Influence (DUI) enforcement through overtime expenses and the resolution will authorize the Mayor or City Council and the City Clerk to execute the necessary documents.

BACKGROUND:

The Avondale Police Department is an active participant in most West Valley DUI Task Forces and recognizes the responsibilities for participating in these events. The Avondale Police Department plans to host a minimum of four (4) DUI Task Forces between October 1, 2016, and September 30, 2017, with jail, transport, and processing facilities being open to participating agencies. The funding will be used to conduct dedicated enforcement within the City of Avondale.

DISCUSSION:

DUI task forces are crucial in educating, enforcing, and preventing impaired drivers in the valley. Prior year funding has been used to conduct dedicated DUI enforcement within Avondale. This funding allows the Avondale Police Department to use its resources to the fullest, extending DUI coverage through the holidays where enforcement is most important.

BUDGET IMPACT:

Staff is requesting authorization for the acceptance of grant funds of \$50,000 to provide overtime costs associated with DUI enforcement. There are no match requirements for this grant. Federal funds will support personnel services (overtime) expenses to enhance DUI enforcement throughout the City of Avondale.

RECOMMENDATION:

Staff recommends that the City Council adopt a resolution authorizing Avondale's acceptance of the grant in the amount of \$50,000 for the Avondale Police Department's Driving Under the Influence Enforcement Program through the Governor's Office of Highway Safety Grant Program.

ATTACHMENTS:**Description**

[Resolution 3345-1116](#)

RESOLUTION NO. 3345-1116

A RESOLUTION OF THE COUNCIL OF THE CITY OF AVONDALE, ARIZONA, AUTHORIZING THE ACCEPTANCE OF GRANT FROM THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR DUI ALCOHOL ENFORCEMENT OVERTIME PAY.

WHEREAS, the Governor's Office of Highway Safety ("GOHS") has awarded the City of Avondale (the "City") a grant in the amount of \$50,000.00 for project funding relating to overtime pay to support DUI alcohol enforcement (the "Grant"); and

WHEREAS, the Mayor and Council of the City of Avondale ("City Council") desire to accept the Grant funds.

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 City Council hereby authorizes (i) the acceptance of the Grant in an amount not to exceed \$50,000.00 and (ii) the execution of the GOHS Highway Safety Contract with GOHS relating to the acceptance and administration of the Grant funds (the "Agreement") in substantially the form and substance attached hereto as Exhibit A and incorporated herein by reference.

SECTION 3. That the Mayor, the City Manager, the City Clerk and the City Attorney are hereby authorized and directed to execute and submit the Agreement and any other necessary or desirable instruments in connection with the Grant 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, November 7, 2016.

Kenneth N. Weise, Mayor

ATTEST:

Carmen Martinez, City Clerk

APPROVED AS TO FORM:

Andrew J. McGuire, City Attorney

EXHIBIT A
TO
RESOLUTION NO. 3345-1116

[Agreement]

See following pages.



DOUGLAS A. DUCEY
GOVERNOR

ALBERTO GUTIER
DIRECTOR
GOVERNOR'S HIGHWAY SAFETY REPRESENTATIVE

Chief Dale Nannenga
Avondale Police Department
11485 W. Civic Center Dr,
Avondale, AZ 85323

PROJECT REFERENCE:

Contract Number: 2017-II-001
Total Estimated Costs: \$50,000.00
Purpose of Project: DUI Enforcement Overtime

Dear Chief Nannenga:

Enclosed are two (2) copies of the referenced Highway Safety Contract for your review and signature. This is not an authorization to proceed with the project.

Please complete the following steps:

1. Please review the entire contract as there have been **significant changes** throughout the contract;
2. Have your fiscal staff complete the Reimbursement Instructions (page 21) of both copies;
3. As Project Director, sign and date the signature page of both copies;
4. Obtain the signature of David Fitzhugh, City Manager, City of Avondale, as the Authorized Official of Governmental Unit, on the signature page of both copies;
5. Return all signed copies of the contract to Governor's Office of Highway Safety, 1700 W. Washington St., Suite 430, Phoenix, Arizona 85007

Please do not incur any costs at this time as it would nullify the contract. Once the signed copies are received, I will approve and sign the contract as the GOHS Director/Governor's Highway Safety Representative and an original executed contract with a letter of authorization to proceed will be forwarded to you.

Sincerely,

Alberto Gutier, Director
Governor's Highway Safety Representative

9-26-16

Date

Enclosures
AG: gg

HIGHWAY SAFETY CONTRACT

This page, the Project Director's Manual and attached hereto and incorporated herein by reference, constitute the entire Contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA 20.616

1. APPLICANT AGENCY Avondale Police Department		GOHS CONTRACT NUMBER: 2017-II-001
ADDRESS 11485 W. Civic Center Dr. Avondale, AZ 85323		PROGRAM AREA: 405d
2. GOVERNMENTAL UNIT City of Avondale		AGENCY CONTACT: Albert Bates
ADDRESS 11465 W. Civic Center Dr. Avondale, AZ 85323		3. PROJECT TITLE: DUI/Impaired Driving Enforcement
4. GUIDELINES: 405d		
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.		
6. BUDGET		Project Period
COST CATEGORY		FFY 2017
I. Personnel Services		\$38,462.00
II. Employee Related Expenses		\$11,538.00
III. Professional and Outside Services		\$0.00
IV. Travel In-State		\$0.00
V. Travel Out-of-State		\$0.00
VI. Materials and Supplies		\$0.00
VII. Capital Outlay		\$0.00
TOTAL ESTIMATED COSTS		\$50,000.00
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2017
CURRENT GRANT PERIOD	FROM: 10-01-2016	TO: 09-30-2017
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$50,000.00		

A political subdivision or State agency that is mandated to provide a certified resolution or ordinance authorizing entry into this Contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded Contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Avondale is comprised of 63 square miles and borders the Cities of Phoenix, Tolleson, Litchfield Park and Goodyear. Avondale's current population is 76,238, according to the 2010 Census Bureau. The Maricopa Association of Government (MAG) has forecast the population to be about 104,527 by the year 2020. There is an estimated 298 miles of roadway within the City of Avondale that are traveled by over 50 million vehicles (Estimated) in a year, according to the City of Avondale Traffic Engineering Department.

Avondale has three major highways; 101 Loop, Interstate 10 and Maricopa County Route 85. The Avondale Police Department is comprised of 115 sworn officers. The Avondale Police Department is responsible for traffic enforcement within the City of Avondale to include, enforcing traffic laws, investigation collisions and the detection and apprehension of impaired drivers.

Agency Problem/Attempts to Solve Problem:

The Avondale Police Department continues to rely upon the Governor's Office of Highway Safety (GOHS) funding to support participation in DUI enforcement activities. The Avondale Police Department seeks to continue with its proud participation; however, the inability to fund the overtime necessary to address current issues with regard to impaired driving and impaired driving related collisions continues to restrain active and sustained enforcement.

The Avondale Police Department continues to work cooperatively with regional partners in the West Valley DUI Task Force as a means to address the current DUI issue. The agency continues to seek additional funding for enforcement to enhance the existing DUI enforcement efforts. The Avondale Police Department has committed to host four (4) DUI Task Force Details in the 2016 federal fiscal year.

Agency Funding:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

How Agency Will Solve Problem With Funding:

The funds awarded by the Governor's Office of Highway Safety in the Federal Fiscal Year of 2016 - 2017 will support personnel services, (Overtime), and Employee Related Expenses to support and enhance the Impaired Driver/DUI Alcohol Enforcement throughout the City of Avondale and the West Valley.

GOALS/OBJECTIVES:

Federal 405d funds will support Personnel Services (Overtime), and Employee Related Expenses to enhance DUI/Impaired Driving Enforcement throughout the City of Avondale.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials and Supplies, Capital Equipment, and/or Travel In and Out-of-State shall comply with the Impaired Driving Program goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program goal is to reduce the incidences of alcohol and drug related driving fatalities and injuries through enforcement, education, and public awareness throughout the State of Arizona. Law enforcement personnel participating in Impaired Driving Enforcement/DUI activities including, DUI Task Force details under this program, shall be HGN/SFST certified.

MEDIA RELEASE:

To prepare complete press release information for media (television, radio, print, and on-line) during each campaign period including a main press release, schedule of events, departmental plans, and relevant data. The material will emphasize the campaign's purpose, aggressive enforcement, and the high cost of DUI/Impaired Driving in terms of money, criminal, and human consequences.

The Avondale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Avondale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00 a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports, and/or Report of Costs Incurred (RCIs) timely and correctly may delay reimbursement for expenditures to your Agency.

METHOD OF PROCEDURE:

The Avondale Police Department will make expenditures, as follows, to meet the outlined Program Goals/Objectives:

Personnel Services - To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses - To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are **required** to develop and distribute a press release announcing this grant award **upon receipt** of the executed Contract. A copy of this press release shall be sent to the GOHS Director for approval prior to being sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that accurate data on all drivers involved is reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving Federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub-grantees will use their own procurement procedures which reflect applicable State and local laws and regulations, provided the procurement procedures conform to applicable Federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State procurement process.

A clear audit trail must be established to determine costs charged against this Contract. Substantiation of costs shall, where possible, be made utilizing the Avondale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Agency shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open State contract award. Documents submitted to substantiate purchases using an open State contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned Project Coordinator. It is critical the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **All Quarterly Reports and RCIs shall include the signature of the Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report and RCI (October 1 to December 31, 2016)	January 30, 2017
2nd Quarterly Report and RCI (January 1 to March 31, 2017)	April 20, 2017
3rd Quarterly Report and RCI (April 1 to June 30, 2017)	July 20, 2017
4th Quarterly Report and RCI (July 1 to September 30, 2017)	October 15, 2017
Final Statement of Accomplishments	October 15, 2017

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM, IN ADDITION TO SUBMITTING THE QUARTERLY ENFORCEMENT REPORT.

Final Statement of Accomplishments

The Project Director shall submit a Final Statement of Accomplishments Report to the GOHS **no later than fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishments Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of Federal funds or termination of the Contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Dale Nannenga, Chief, Avondale Police Department, shall serve as Project Director.

Albert Bates, Sergeant, Avondale Police Department, shall serve as Project Administrator.

Gabriela Gallegos, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Agency shall submit a Report of Costs Incurred (RCI), with supporting documentation attached, to the Governor's Office of Highway Safety, at a minimum, on a quarterly basis in conjunction with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

Accepted supporting documentation to submit with a Report of Cost Incurred (RCI) includes, but is not limited to; scanned copies of timesheets, payroll records, paid invoices/purchase orders, and other account records.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted fifteen (15) days after the conclusion of each Federal Fiscal Year (September 30th). **Expenditures submitted after the expiration date may not be reimbursed and the Agency will accept fiscal responsibility.**

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures, and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information, and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000	Desk Review/Phone Conference
\$50,000 and over	In-House GOHS Review
\$100,000+	On-Site Review
Desk Review and Phone Conference	Internal review of all written documentation related to contractual project including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted, and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs,

	inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings, areas of improvement, concern, or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including, but not limited to the Contract, Quarterly Reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's Agency with monitoring form completed on-site by Project Coordinator. Any findings, areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or in-house monitoring for grantees of designated projects with large Capital Outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems may need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to ensure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly Reports
- Status of expenditures related to the outlined budget
- Accounting records and RCI's
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated Agency will ensure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the Agency's respective Federal file. Findings will be discussed with the designated contract representative (Project Administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to obstacles. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the Project Coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The project period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30th of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the Contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Agency will submit notification on the Agency's letterhead and hand deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of sixty days (60) prior to the end of the project period.

The Agency shall address all requests to modify the Contract to the Director of the Governor's Office of Highway Safety on Agency's official letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the Contract. Any unexpended funds remaining at the termination of the Contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$38,462.00
II.	Employee Related Expenses (ERE)	\$11,538.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$50,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of forty (40) percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Avondale Police Department shall absorb any and all expenditures in excess of \$50,000.00.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
Total Contacts (Traffic Stops)		
Total Sober Designated Drivers Contacted		
TOTAL DUI ARRESTS		
Total DUI Aggravated		
Total DUI Misdemeanor		
Total DUI Extreme (.15 or Above)		
Under 21 DUI Arrests		
Average BAC		
Minor Consumption / Possession Citations		
Total DUI Drug Arrests		
30-Day Vehicle Impounds		
Seat Belt Citations		
Child Restraint Citations		
Criminal Speed Citations		
Aggressive Driving Citations		
Civil Speed Citations		
Other Citations		
Other Arrests		
Participating Officer/Deputies (Cumulative)		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY's Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under Section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY's regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be subcontracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Non-Discrimination

During the performance of this contract/funding agreement, the contractor/funding recipient agrees—

- A. To comply with all Federal nondiscrimination laws and regulations, as may be amended from time to time;
- B. Not to participate directly or indirectly in the discrimination prohibited by any Federal non-discrimination law or regulation, as set forth in Appendix B of 49 CFR part 21 and herein;
- C. To permit access to its books, records, accounts, other sources of information, and its facilities as required by the State highway safety office, US DOT or NHTSA;
- D. That, in event a contractor/funding recipient fails to comply with any nondiscrimination provisions in this contract/funding agreement, the State highway safety agency will have the right to impose such contract/agreement sanctions as it or NHTSA determine are appropriate, including, but not limited to, withholding payments to the contractor/funding recipient under the contract/agreement until the contractor/funding recipient complies; and/or cancelling, terminating, or suspending a contract or funding agreement, in whole or in part; and
- E. To insert this clause, including paragraphs A through E, in every subcontract and subagreement and in every solicitation for a subcontract or sub-agreement, that receives Federal funds under this program.
- F. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions:
 1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- G. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

The AGENCY will comply with provisions of the Hatch Act (5 U.S.C. 1501-1508), which limits the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. **Policy:** It is the policy of the USDOT that minority business enterprises as defined in 49 CFR Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR Part 23 apply to this Contract.
- B. **Obligation:** The recipient or its contractor agrees to ensure that minority business enterprises, as defined in 49 CFR Part 23, have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both parties acknowledge that immigration laws require them to register and participate with the E-Verify Program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this State. Both parties warrant that they have registered with and participate with E-Verify. If either party later determines that the other non-compliant party has not

complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, 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 or the Contract.

The cancellation shall be effective when written notice from the Governor or Chief Executive Officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

Buy America Act

The State and each subrecipient will comply with the Buy America requirement (23 U.S.C. 313) when purchasing items using Federal funds. Buy America requires a State, or subrecipient, to purchase only steel, iron, and manufactured products produced in the United States with Federal funds, unless the Secretary of Transportation determines that such domestically produced items would be inconsistent with the public interest, that such materials are not reasonably available and of a satisfactory quality, or that inclusion of domestic materials will increase the cost of the overall project contract by more than twenty-five (25) percent. In order to use Federal funds to purchase foreign produced items, the State must submit a waiver request that provides an adequate basis and justification to and approved by the Secretary of Transportation.

Prohibition on Using Grant Funds to Check for Helmet Usage

The State and each subrecipient will not use 23 U.S.C. Chapter 4 grant funds for programs to check helmet usage or to create checkpoints that specifically target motorcyclists.

Certification Regarding Debarment and Suspension

- A. By signing and submitting this proposal, the prospective primary participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The inability of a person to provide the certification required below will not necessarily result in denial of participation in this covered transaction. The prospective participant shall submit an explanation of why it cannot provide the certification set out below. The certification or explanation will be considered in connection with the department or agency's determination whether to enter into this transaction. However, failure of the prospective primary participant to furnish a certification or an explanation shall disqualify such person from participation in this transaction.
- C. The certification in this clause is a material representation of fact upon which reliance was placed when the department or agency determined to enter into this transaction. If it is later determined that the prospective primary participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the department or agency may terminate this transaction for cause or default or may pursue suspension or debarment.
- D. The prospective primary participant shall provide immediate written notice to the department or agency to which this proposal is submitted if at any time the prospective primary participant learns its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
- E. The terms *covered transaction*, *debarment*, *suspension*, *ineligible*, *lower tier*, *participant*, *person*, *primary tier*, *principal*, and *voluntarily excluded*, as used in this clause, have the meaning set out in the Definitions and Coverage sections of 2 CFR part 180. You may contact the department or agency to which this proposal is being submitted for assistance in obtaining a copy of those regulations.
- F. The prospective primary participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- G. The prospective primary participant further agrees by submitting this proposal that it will include the clause titled Instructions for Lower Tier Certification including the Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction, provided by the department or agency entering into this covered transaction, without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- H. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the list of Parties Excluded from Federal Procurement and Non-procurement Programs.

- I. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- J. Except for transactions authorized under paragraph 6 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, and Other Responsibility Matter

- A. The prospective primary participant certifies to the best of its knowledge and belief, that its principal:
 1. Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency;
 2. Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of record, making false statements, or receiving stolen property;
 3. Are not presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in paragraph (1)(b) of this certification; and
 4. Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.
- B. Where the prospective primary participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Instructions for Lower Tier Certification

- A. By signing and submitting this proposal, the prospective lower tier participant is providing the certification set out below and agrees to comply with the requirements of 2 CFR parts 180 and 1300.
- B. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective lower tier participant knowingly rendered an erroneous certification, in addition to other remedies available to the Federal government, the department or agency with which this transaction originated may pursue available remedies, including suspension and/or debarment.
- C. The prospective lower tier participant shall provide immediate written notice to the person to which this proposal is submitted if at any time the prospective lower tier participant learns that its

certification was erroneous when submitted or has become erroneous by reason of changed circumstances.

- D. The terms covered transaction, debarment, suspension, ineligible, lower tier, participant, person, primary tier, principal, and voluntarily excluded, as used in this clause, have the meanings set out in the Definition and Coverage sections of 2 CFR part 180. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
- E. The prospective lower tier participant agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by NHTSA.
- F. The prospective lower tier participant further agrees by submitting this proposal that it will include the clause titled "Instructions for Lower Tier Certification" including the "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion—Lower Tier Covered Transaction," without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions and will require lower tier participants to comply with 2 CFR parts 180 and 1300.
- G. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not proposed for debarment under 48 CFR part 9, subpart 9.4, debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may, but is not required to, check the List of Parties Excluded from Federal Procurement and Non-procurement Programs.
- H. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
- I. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is proposed for debarment under 48 CFR part 9, subpart 9.4, suspended, debarred, ineligible, or voluntarily excluded from participation in this transaction, the department or agency with which this transaction originated may disallow costs, annul or terminate the transaction, issue a stop work order, debar or suspend you, or take other remedies as appropriate.

Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion

- A. The prospective lower tier participant certifies, by submission of this proposal, that neither it nor its principals is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- B. Where the prospective lower tier participant is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

2. Agency's Fiscal Contact:

Name: _____

Title: _____

Telephone Number: _____ Fax Number: _____

E-mail Address: _____

Federal Identification Number: _____

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

Warrant/Check to be mailed to:

(Agency)

(Address)

(City, State, Zip Code)

4. DUNS Number:

(DUNS #)

(Registered Address & Zip Code)

Restriction on State Lobbying

None of the funds under this program will be used for any activity specifically designed to urge or influence a State or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any State or local legislative body. Such activities include both direct and indirect (e.g., "grassroots") lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with State or local legislative officials, in accordance with customary State practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

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

Signature of Project Director:

Dale Nannenga, Chief
Avondale Police Department

***Signature of Authorized Official of
Governmental Unit:***

David Fitzhugh, City Manager
City of Avondale

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §405 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 405d, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$50,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

 Alberto Gutier, Director
 Governor's Office of Highway Safety
 Governor's Highway Safety Representative

 Approval Date



CITY COUNCIL AGENDA

SUBJECT:

Fire, Emergency Medical and Rescue Response
Agreement with Rural/Metro Fire Department

MEETING DATE:

11/7/2016

TO: Mayor and Council**FROM:** Paul Adams, Fire Chief 623-333-6100**THROUGH:** David Fitzhugh, City Manager**PURPOSE:**

Staff requests that the City Council approve an agreement with Rural/Metro Fire Department Inc. relating to fire, emergency medical and rescue response in the unincorporated areas and authorize the Mayor or City Manager and the City Clerk to execute the appropriate documents.

BACKGROUND:

The Arizona Revised Statutes do not delegate authority to the counties to provide fire protection and as a result Maricopa County has no ability to provide fire protection in any area that has not been incorporated into a city or existing fire district. Rural/Metro Fire Department, a private, for profit corporation, provides fire and emergency medical services to the unincorporated areas of Maricopa County on either a service contract (HOA for example) or individual subscription basis.

The Avondale Fire and Medical Department has responded to requests for assistance from Rural/Metro and continues to respond on a regular basis at their request for assistance to emergency incidents in the unincorporated areas surrounding Avondale. Article 9, Section 7 of the Arizona Constitution prohibits the City from donating its resources to any "individual, association or corporation" so over the years staff has endeavored to find an equitable means of recovering the cost of our responses into the unincorporated areas.

To this point there has been no formal agreement between the City and Rural/Metro relating to emergency response. The department has been operating under a letter from the City Manager in 2003 to Rural/Metro which established parameters allowing the department to respond and bill for services. There is no evidence that Rural/Metro ever agreed to the terms set forth in that letter and the rates established in the letter are now considered to be somewhat excessive.

DISCUSSION:

Recently the issue of reimbursement for unincorporated area responses was discussed by the Central Arizona Life Safety Response System Council (CALSRSC or Life Safety Council) which manages the automatic aid system. Following two significant fires in Cave Creek at which Rural/Metro, who is the contract service provider for the area, required assistance from the automatic aid system it was determined that there was no consistent form of response agreement between jurisdictions and Rural/Metro. The members of the Life Safety Council, and Rural/Metro, both expressed a desire to establish a consistent form of agreement and reimbursement rate structure to be used with Rural/Metro by all automatic aid partners.

Phoenix Fire Department administration agreed to take on the task of reviewing all existing agreements and rate structures currently in place with Rural/Metro and to develop a single agreement and associated rate structure that would be utilized by all automatic aid partners. The resulting agreement was modeled after an agreement developed between the City of Peoria and Rural/Metro. The base agreement and rate structure has been reviewed and approved by the Life Safety Council and is subsequently being presented for adoption by the various local agencies.

The proposed agreement establishes response parameters, command structure to be followed, standard operating procedures, sets a reimbursement fee schedule and establishes a billing and reimbursement process.

BUDGET IMPACT:

The department responds to an average of 6 or fewer incidents in the unincorporated area per month. The increase in revenue to the city based on the agreement would be dependent on number of resources required and length of incident but is anticipated to be an overall increase in revenue of less than \$100,000 per year which assumes that the City would send a full response compliment of two engines, one ladder, one utility truck and one command vehicle for one hour on each incident. Many incidents require a single engine response only.

RECOMMENDATION:

Staff recommends that the City Council approve an agreement with Rural/Metro Fire Department Inc. relating to fire, emergency medical and rescue response in the unincorporated areas and authorize the Mayor or City Manager and City Clerk to execute the appropriate documents.

ATTACHMENTS:

Description

[Agreement - Rural Metro](#)

**FIRE, EMERGENCY MEDICAL, AND RESCUE RESPONSE AGREEMENT
BETWEEN THE CITY OF AVONDALE AND RURAL/METRO FIRE DEPT. INC.**

This Fire, Emergency Medical, and Rescue Response Agreement (“Agreement”), made and entered into _____, 2016 (the “Effective Date”), by the City of Avondale (the “City”), an Arizona municipal corporation acting by and through its Fire and Medical Department (the “Department”), and Rural/Metro Fire Dept. Inc. (“Rural/Metro”), an Arizona corporation; individually a “Party” and collectively the “Parties.”

AGREEMENT

NOW THEREFORE, in consideration of the mutual promises contained herein, the Parties agree as follows:

1. City Response to Rural/Metro Calls. The Department may respond to calls for help received from the Fire Chief of Rural/Metro or other authorized person in command of or responsible for the fire protection provided by Rural/Metro; provided, however, that the response is to be given only when the Department is not otherwise occupied and only when the services of the responding unit can be spared by the Department with a margin of safety to protect the citizens and property of the City. Rural/Metro agrees not to call for such help unless (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by its equipment due to resources being committed to other fires, medical emergencies or rescues simultaneously, or (b) due to the geographical distance to the call for service, it would be in the interest of public safety to seek assistance from a closer provider.

2. Rural/Metro Response to City Calls. Rural/Metro may respond to calls for help received from the Fire Chief or an assistant Fire Chief of the City; provided, however, that response is to be given only when Rural/Metro is not otherwise occupied and only when the services of the responding unit can be spared by Rural/Metro with a margin of safety to protect its customers and their property. The City agrees not to call for such help unless (a) the fire, medical emergency or rescue is of such a nature that it cannot be handled by its equipment due to resources being committed to other fires, medical emergencies or rescues simultaneously, or (b) due to the geographical distance to the call for service it would be in the interest of public safety to seek assistance from a closer provider.

3. Role of the Fire Chief in Providing Assistance. It is understood and agreed that the Fire Chief, or his/her designee, of the Party requesting assistance shall be the sole judge of how much assistance is needed, which shall be consistent with the response protocols within the automatic aid system to which the City belongs (the “Automatic Aid System”), and the Fire Chief, or his/her designee, of the Party receiving the request for assistance shall be the sole judge of how much of the requested assistance it shall furnish in a given instance, and neither Party is in any way liable to

the other or to any other person, firm, or corporation for failure to give the assistance requested.

4. Working Under the Direction of a Unified Command Structure. It is understood and agreed that the responding fire units shall work under the direction of a unified command structure which shall be responsible for directing the firefighting, emergency medical services, or rescue operations.

5. Operational Consistency. For consistency of incident operations it is understood and agreed that the responding units shall operate in accordance with the operational procedures established in Phoenix Volume 2: Regional Standard Operating Procedures.

6. City Receiving Payment for Services Provided. It is understood that the City will receive payment for all calls for service initiated through Dispatch through the valley automatic aid system under this Agreement with all subsidiaries of Rural/Metro. A reimbursement schedule is agreed upon by both Parties and is included in this Agreement as Appendix A. The City shall invoice Rural/Metro within 30 days of the response date. Rural/Metro agrees to make payment within 30 days following receipt of invoice.

7. Billing Non-Subscribers. Rural/Metro shall have the right to invoice Non-Subscribers the market rate for its services.

8. Term. This Agreement shall commence on the Effective Date and continue in force for three years, at which time the Agreement will be reviewed by the Parties and may be renewed thereafter for an additional three-year period on the annual anniversary hereof unless terminated by formal act of the governing body of either or both Parties to this Agreement. If terminated by only one Party, the terminating Party must provide written notice of intention to terminate; this Agreement will terminate 30 days after such notice is given to the other Party.

9. Assignment. No Party may assign this Agreement without first obtaining the prior, written approval of the other Party, which approval may be granted or withheld in the sole and unfettered discretion of such other Party.

10. Applicable Law and Venue. The laws of the State of Arizona shall govern the interpretation and enforcement of this Agreement, without regard to conflicts of laws principles. Prior to litigation in any court, the Parties agree to mediate any dispute between them with the assistance of an independent mediator, to be appointed as they may agree. Any mediation, arbitration, or legal proceedings initiated to enforce the terms and conditions of this Agreement shall be conducted in Phoenix, Arizona, or in the Maricopa County Superior Court or the United States District Court for the District of Arizona, as appropriate.

11. Rights and Remedies are Cumulative. Except as otherwise expressly stated in this Agreement, the rights and remedies of the Parties are cumulative, and the exercise by either Party of one or more of its rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default or any other default by the other Party.

12. Indemnity and Insurance.

a. Each Party shall indemnify and hold harmless the other Party, its directors, officers, employees, and agents, pursuant to Arizona law, for, from and against all claims, demands, suits and costs including, but not limited to, costs of defense, reasonable attorneys' fees, witness fees of any type, losses, damages, expenses and liabilities, whether direct or indirect, and whether to any person including, but not limited to, employees of the Party, or to property, to which the other Party, its directors, officers, employees, or agents may be put or subject to by reason of (i) any act or omission by the respective Party, or any of its directors, officers, employees, agents, or invitees relating to the Party's actions under this Agreement by any person or entity, including but not limited to the Party and the Party's employees, agents, contractors, or invitees; or (ii) any failure on the part of the other Party, or any of its directors, officers, employees, or agents to fulfill its obligations hereunder, but only to the extent that any loss, damage, expense, and liability is attributable to the negligent acts and/or misconduct of the Party, its directors, officers, employees, and agents. The provisions of this Section shall survive for a period of three years following revocation and/or termination of this Agreement.

b. Each Party shall secure and maintain during the life of this Agreement statutory worker's compensation and employer's liability insurance, commercial general liability, public liability and property damage and automobile liability insurance, including contractual liability, with limits of not less than \$1,000,000.00 combined single limit per occurrence and not less than \$2,000,000.00 general aggregate. Each Party shall retain the option of discharging this obligation by means of funded self-insurance. Should coverage be provided on a claims-made basis, the reporting period for claims shall be written so that it can be extended for two years after this Agreement is terminated for any reason.

13. Non-Discrimination. Rural/Metro warrants that it complies with any state and federal laws, rules and regulations which mandate that all persons, regardless of race, color, creed, religion, sex, genetic information, age, national origin, disability, familial status or political affiliation, shall have equal access to employment opportunities, including but not limited to the Americans with Disabilities Act. Rural/Metro shall take affirmative action to ensure that it will not participate either directly or indirectly in the discrimination prohibited by or pursuant to Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Section 109 of the Housing and Community Development Act of 1974, and the Age Discrimination Act of 1975. The Parties agree to comply with Arizona Governor's Executive Order 2000-4, and Arizona Governor's Executive Order 2009-09 – "Prohibition of Discrimination in

Contracts, Non-Discrimination in Employment by Government Cooperators and Sub Contractors, Superseding Executive Order 99-4 and Amending Executive Order 75-5". Further, the Parties will not participate either directly or indirectly in the discrimination prohibited by the Genetic Nondiscrimination Act of 2008.

14. Legal Arizona Workers Act Compliance. Rural/Metro is required to comply with A.R.S. §41-4401, and hereby warrants that it will, at all times during the term of this Agreement, comply with all federal immigration laws applicable to the employment of its employees, the requirements of A.R.S. §41-4401, and with the e-verification requirements of A.R.S. §23-214(A) (together the "state and federal immigration laws"). Rural/Metro further agrees to ensure that each subcontractor that performs any work under this Agreement likewise complies with the state and federal immigration laws. A breach of a warranty regarding compliance with the state and federal immigration laws shall be deemed a material breach of the Agreement and the Party who breaches may be subject to penalties up to and including termination of the Agreement. City retains the legal right to inspect the papers of any contractor or subcontract employee working under the terms of this Agreement to ensure that the other Party is complying with the warranties regarding compliance with the state and federal immigration laws.

15. Non-appropriation. This Agreement shall be subject to available funding for City, and nothing in this Agreement shall bind City to expenditures in excess of funds appropriated and allotted for the purposes outlined in this Agreement.

16. Notices, Demands, and Communications Between the Parties. 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:

To City:

City of Avondale
11465 W Civic Center Drive
Avondale, AZ 85323
Attn: David W. Fitzhugh, City Manager

With a copy to:

Gust Rosenfeld, P.L.C.
One East Washington Street, Suite 1600
Phoenix, Arizona 85004-2553
Attn: Andrew J. McGuire, City Attorney

With additional copy to:

Paul Adams, Chief of Department
Avondale Fire & Medical Department
1825 N 107th Avenue
Avondale, AZ 85392

To Rural/Metro:

Ted Beam, Fire Chief
9221 E. Via De Ventura
Scottsdale, Az. 85258

With copy to:

General Counsel
9221 E. Via De Ventura
Scottsdale, Az. 85258

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

17. Entire Agreement, Waivers, and Amendments. This Agreement integrates all of the terms and conditions mentioned herein, or incidental hereto, and supersedes all negotiations or previous agreements between the Parties with respect to all or any part of the subject matter hereof. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the Party to be charged, and all amendments and modifications hereto must be in writing and signed by the appropriate authorities of the City and Rural/Metro.

18. No Third Party Beneficiaries. This Agreement is made and entered into solely for the benefit of the City and Rural/Metro. No other person shall have any right of action or claim under or by reason of this Agreement.

19. No Partnership or Joint Venture. Nothing in this Agreement is intended to or does establish the Parties as partners, joint venturers, or principal and agent with each other.

20. Conflicts of Interest. The provisions of A.R.S. § 38-511 are applicable to this Agreement.

21. Israel. Rural/Metro certifies that it is not currently engaged in, and agrees for the duration of this Agreement that it will not engage in, a “boycott” of Israel, as that term is defined in A.R.S. § 35-393.

IN WITNESS WHEREOF, the City and Rural/Metro have executed this Agreement through their representatives duly authorized to execute this Agreement and bind their respective entities to the terms and obligations contained herein to be effective on the date first written above.

[SIGNATURES ON FOLLOWING PAGES]

Rural/Metro

RURAL/METRO FIRE DEPT., INC.,
an Arizona corporation

By: _____

Name: _____

Title: _____

(ACKNOWLEDGMENT)

STATE OF ARIZONA)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared
_____, the _____ of RURAL/METRO FIRE
DEPT. 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)

[SIGNATURES CONTINUE ON FOLLOWING PAGE]

City

CITY OF AVONDALE,
an Arizona municipal corporation

David W. Fitzhugh, City Manager

ATTEST:

Carmen Martinez, City Clerk

(ACKNOWLEDGMENT)

STATE OF Arizona)
) ss.
COUNTY OF MARICOPA)

On _____, 2016, before me personally appeared David W. Fitzhugh, the 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)

Appendix A - Rural / Metro Billing Rates

Apparatus / Number of Personnel	Hourly Rate	15 Minute Increment Rate
Brush Truck / Two Personnel	\$228.38 / Per Hour	\$57.10 / Per 15 Minutes
Fire Engine / Four Personnel	\$426.76 / Per Hour	\$106.69 / Per 15 Minutes
Ladder Tender / Four Personnel	\$426.76 / Per Hour	\$106.69 / Per 15 Minutes
Ladder Truck / Four Personnel	\$513.76 / Per Hour	\$128.44 / Per 15 Minutes
Command Vehicle / Two Personnel	\$244.38 / Per Hour	\$61.10.44 / Per 15 Minutes
Support Vehicle / Haz mat/ TRT Two Personnel	\$228.38 / Per Hour	\$57.10 / Per 15 Minutes
Water Tender / One Person	\$183.69 / Per Hour	\$45.93 / Per 15 Minutes
Staff Vehicle / One Person	\$147.69 / Per Hour	\$36.92 / Per 15 Minutes

All billing will be done starting with a One Hour minimum, and then will be in 15 minute increments; starting with Dispatch time, and ending with Available On Radio (AOR) time.