



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Ian Hugh
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner

Tuesday, January 13, 2015

6:00 PM

Council Chambers

Voting Meeting

One or more members of the City Council may be unable to attend the Council Meeting in person and may participate telephonically, pursuant to A.R.S. § 38-431(4).

CALL TO ORDER

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Any prayer/invocation that may be offered before the start of regular Council business shall be the voluntary offering of a private citizen, for the benefit of the Council and the citizens present. The views or beliefs expressed by the prayer/invocation speaker have not been previously reviewed or approved by the Council, and the Council does not endorse the religious beliefs or views of this, or any other speaker. A list of volunteers is maintained by the Mayor's Office and interested persons should contact the Mayor's Office for further information.

APPROVAL OF THE MINUTES OF DECEMBER 9, 2014 AND DECEMBER 18, 2014

1. **15-052** APPROVAL OF THE MINUTES OF DECEMBER 9, 2014 AND DECEMBER 18, 2014

Staff Contact: Pamela Hanna, City Clerk

Attachments: [Minutes of December 9, 2014](#)
 [Minutes of December 18, 2014](#)

PROCLAMATIONS AND AWARDS

2. **15-024** PROCLAIM JANUARY 19, 2015 AS DR. MARTIN LUTHER KING, JR. DAY
Staff Contact: Office of the Mayor
Presented By: Office of the Mayor
Accepted By: Donna M. McGuire and Dr. Angela McGuire on behalf of Dr. Jesse R. McGuire, Sr.

CONSENT AGENDA

Items on the consent agenda are of a routine nature or have been previously studied by the City Council. Items on the consent agenda are intended to be acted upon in one motion unless the Council wishes to hear any of the items separately.

3. **15-014** APPROVE SPECIAL EVENT LIQUOR LICENSES, LUMP BUSTERS
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Application](#)
 [Calls for Service](#)
4. **15-015** APPROVE SPECIAL EVENT LIQUOR LICENSE, VALLEY YOUTH THEATRE
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Application](#)
 [Calls for Service](#)
5. **15-016** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC
CHURCH
Staff Contact: Susan Matousek, Revenue Administrator

Attachments: [Application](#)
 [Calls for Service](#)
6. **15-026** POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk
Management

Attachments: [Classification Study Status Report](#)
7. **15-003** AUTHORIZATION TO EXTEND AGREEMENT TERMS AND APPROVE
EXPENDITURE OF FUNDS FOR PURCHASE OF COMMERCIAL WATER
METERS AND REPLACEMENT PARTS FROM SENSUS USA INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Amendment No. 4 - Acceptance Agreement](#)
8. **15-006** AWARD OF RFP 15-25, AUTHORIZATION TO ENTER INTO AN
AGREEMENT, AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE
HYDROGEN PEROXIDE FROM U.S. PEROXIDE, LLC
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [AOB 15-25 Signed Vendor Agreement](#)
 [US Peroxide Price Sheet](#)
9. **15-011** AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK
WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR THE CONSTRUCTION
PHASE OF THE ZONE 3 WATER LINE IMPROVEMENTS NEAR DEER
VALLEY ROAD AND 67th AVENUE
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [CMAR agreement_Achen Gardner](#)

- 10. 15-012** AWARD OF BID IFB 15-21, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE BRASS WATER WORKS PARTS AND SUPPLIES FROM DANA KEPNER COMPANY
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Signed acceptance, bid documents](#)

- 11. 15-013** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR PROCESS AND EQUIPMENT EVALUATION AT THE CHOLLA WATER TREATMENT PLANT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: [Professional Services Agreement](#)

- 12. 15-019** AUTHORIZATION TO ENTER INTO AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH WOOD, PATEL AND ASSOCIATES, INC. FOR DOWNTOWN ALLEY IMPROVEMENTS FROM 57TH AVENUE TO 57TH DRIVE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Agreement - PSA Amendment - Signed](#)

- 13. 15-021** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC. AND APPROVE THE VEHICLE UP-FITTING PURCHASE FOR 32 GLENDALE POLICE DEPARTMENT CHEVROLET TAHOE POLICE VEHICLES UTILIZING A CITY OF PHOENIX, ARIZONA COOPERATIVE AGREEMENT
Staff Contact: Debora Black, Police Chief

Attachments: [Agreement - Creative Communications](#)

CONSENT RESOLUTIONS

- 14. 15-018** AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LUKE AIR FORCE BASE FOR USE OF THE GLENDALE POLICE DEPARTMENT FAMILY ADVOCACY CENTER
Staff Contact: Debora Black, Police Chief

Attachments: [Resolution 4912](#)
 [Agreement - MOU with LAFB](#)

- 15. 15-023** RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO ARIZONA GAME AND FISH DEPARTMENT FOR ARCHERY SHOOTING RANGE DEVELOPMENT
Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Resolution 4913](#)
 [AZGFD Grant Application](#)

16. 15-027 RESOLUTION IN SUPPORT OF AUTHORIZING THE CITY MANAGER TO
 ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE
 MARICOPA COUNTY HUMAN SERVICES DEPARTMENT
 Staff Contact: Erik Strunk, Director, Community Services

Attachments: [Resolution 4914](#)
 [City of Glendale HOME Agreement](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

17. 15-028 REZONING APPLICATION ZON13-10 (ORDINANCE) SABRE BUSINESS
 PARK (PUBLIC HEARING REQUIRED)
 Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [Ordinance 2927](#)
 [Ordinance Legal Descriptions & Exhibit A](#)
 [ZON13-10](#)
 [ZON13-10a](#)
 [Fiscal Report](#)

NEW BUSINESS

18. 15-007 COUNCIL SELECTION OF VICE MAYOR
 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

If you wish to speak on a matter concerning Glendale city government that is not on the printed agenda, please fill out a Citizen Comments Card located in the back of the Council Chambers and give it to the City Clerk before the meeting starts. The City Council can only act on matters that are on the printed agenda, but may refer the matter to the City Manager for follow up. When your name is called by the Mayor, please proceed to the podium. State your name and the city in which you reside for the record. If you reside in the City of Glendale, please state the Council District you live in (if known) and begin speaking. Please limit your comments to a period of three minutes or less.

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

Upon a public majority vote of a quorum of the City Council, the Council may hold an executive session, which will not be open to the public, regarding any item listed on the agenda but only for the following purposes:

- (i) discussion or consideration of personnel matters (A.R.S. § 38-431.03(A)(1));
- (ii) discussion or consideration of records exempt by law from public inspection (A.R.S. § 38-431.03(A)(2));
- (iii) discussion or consultation for legal advice with the city's attorneys (A.R.S. § 38-431.03(A)(3));
- (iv) discussion or consultation with the city's attorneys regarding the city's position regarding contracts that are the subject of negotiations, in pending or contemplated litigation, or in settlement discussions conducted in order to avoid or resolve litigation (A.R.S. § 38-431.03(A)(4));
- (v) discussion or consultation with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations with employee organizations (A.R.S. § 38-431.03(A)(5)); or
- (vi) discussing or consulting with designated representatives of the city in order to consider its position and instruct its representatives regarding negotiations for the purchase, sale or lease of real property (A.R.S. § 38-431.03(A)(7)).

This agenda has been reviewed and approved for posting by Brenda S. Fischer, ICMA-CM, City Manager.



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-052, **Version:** 1

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Tuesday, December 9, 2014

6:00 PM

VOTING VACATED-2015 COUNCIL INSTALLATION CEREMONY

Council Chambers

City Council

*Mayor Jerry Weiers
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Ian Hugh
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner*

CALL TO ORDER

- Present:** 5 - Mayor Jerry Weiers, Vice Mayor Yvonne J. Knaack, Councilmember Samuel Chavira, Councilmember Ian Hugh, and Councilmember Gary Sherwood
- Absent:** 2 - Councilmember Norma Alvarez, and Councilmember Manny Martinez

PRESENTATION OF COLORS - LUKE AIR FORCE BASE HONOR GUARD

The Colors were presented by the Luke Air Force Base Color Guard.

NATIONAL ANTHEM

The National Anthem was sung by Retired Master Sergeant John LaPorte.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Rabbi Sholom Lew, Chabad of the Northwest Valley.

MAYOR'S WELCOME

Mayor Weiers welcomed the new Councilmembers and acknowledged the current Councilmembers in attendance. Mayor Weiers shared a speech he recently heard for newly promoted sergeants. "Good evening, and welcome friends and co-workers and family on this special date. It's my privilege to begin offering some practical wisdom to the three individuals who are to be installed as Glendale City Councilmembers tonight. Winston Churchill said to every man, there comes in his lifetime that special moment when he figuratively is tapped on the shoulder and offered a choice to do a very special thing, unique to him and fitted to his talents. What a tragedy if that moment finds him unprepared or unqualified for the work which will be his finest hour. The voters of your districts have tapped each of you on the shoulder and now trust you with the leadership of their most prized possession, themselves. Leadership in its basic form is influence. Influence is the ability to present your solutions to problems and have others believe your way is best. People can and will, if they can trust in the person, giving the message. Trust is only developed through relationships where character and confidence are fully on display for others to see and above reproach.

Therefore, leadership at its core is all about relationships. Success as a leader depends on recognizing the core truth by which I live my life. We are here not to be served, but to serve. This model of servant leadership is the driving philosophy of our police department and is modeled after and the only true way to foster a culture where citizens and city government truly work together in partnership. Combining this with the primary focus on building relationships can and will be your why statement when seeking the purpose behind what you do. As each of you take the helm in your districts, consider what that means. It means leadership, not your title, is privilege. It means when you accept working odd hours, it means serve with strength of humility, recognizing that you are not above others, but part of them. Through this, you will not only gain people's trust, but you will influence them to a path of inspiration you, yourself, are living out day by day. Situations will arise daily where the strength of your convictions will be tested. What to do in a critical incident, how to handle a difficult issue or listening to someone who wants to vent about how your city staff handled a problem. Servant leaders embrace and welcome these situations. Jim Collins, in his book "Good to Great," identifies these

leaders in this way. Self-effacing, quiet and even, displaying reserve and strength of authority. These leaders are a paradoxical blend of personal humility and professionalism. They are more like Lincoln and Socrates than Patton or Cesar. You will balance practical wisdom, the right way to do the right thing at the right time, with the heart, head, hands and habits of a servant leadership. How does this look? Ken Blanchard and Phil Hodges break this down in four areas of their book *The Servant Leader*. Your heart, does a heart swelled by pride say the righter you sound, the madder I get. Spend your time with colleagues and constituents and you will come to appreciate and truly value their contribution. Have a heart to recognize and share their successes. Pride only breeds quarrels, but wisdom is found in those who take advice. Proverbs 13:10. A servant leader is always developing in others to replace him.

Your head, leadership requires vision and passion. No organization will rise above passion of a leader. A good leadership vision combines commitment to a purpose and a mission with a value-driven picture of how the future will look. Where there is no vision, the people are unrestrained. Proverbs 29:18, a servant leader combines a passionate vision for the organization seen through the eyes of an individual. Your hands, commitment to a vision rooted in wisdom will release change. It will happen. Your contribution to this process will be in how you directly deal with your fellow Councilmembers. A twenty year veteran of the council will likely see things differently than you. So you must, too, see your role to each one differently. Transformational leadership employs direction, coaching, supporting, delegating seamlessly into each situation, as needed. It will be through the work of your hands you transmit what is in your heart and head. An iron, an iron sharpens iron, so one man sharpens another. Proverbs 27:17, a servant leader meets each person where they are, and is willing to walk not only with that person, but also in front to lead the day.

Your habits, before something can become a habit must be practiced as discipline. Constant recalibration to the purpose, passionate vision and transformational change to your position will allow you to keep your edge. Seek reflection, feedback and accountability to support you through this journey. Be open and be vulnerable with your peers and embrace them doing the same. Find a mentor further down the path from whom to seek guidance. Two are better than one because they have a good return on their work. A cord of three stands is not quickly broken. A servant leader models humility as the strength and sees the value in intentionally committing to others daily."

As I close, I will leave you with this from Thomas Jefferson. When a man assumes a public trust, he should consider himself public property. Embrace this and earn the public's trust every day. Congratulations to all of you and I pray that you will always have the strength to change when wrong, give credit to others when right and let the power of your example far exceed the authority of your title. To the incoming Councilmembers, I congratulate you on your election. I look forward to working with all of you."

Mayor Weiers turned the podium over to the emcee Mr. Cary Pfeffer, Master of Ceremonies for the evening.

OATH OF OFFICE

Mr. Pfeffer welcomed everyone and said it was great to be a part of history. He said many different people joined the new Councilmembers this evening, including elected officials from the federal delegation, the state legislature, and county board of supervisors and former members of the Glendale City Council, other members of city government from neighboring cities and tribal members. He said they are also joined by the judges who will administer the oath of office to the new Councilmembers. He asked everyone he had mentioned to stand and be recognized by the audience. He spoke

about the tradition of this type of installation ceremony. He explained each member will be sworn in and then give a speech. Mr. Pfeffer said the new Councilmembers will be sworn in alphabetically.

**A. Councilmember-elect Jamie Aldama, Ocotillo District, Oath of Office Administered by
The Honorable David B. Gass, Judge of the Superior Court of Maricopa County**

Honorable David B. Gass, Judge of the Superior Court of Maricopa County administered the Oath of Office to Councilmember Jamie Aldama and presented him with his certificate of election.

Councilmember Aldama's speech: "Thank you everybody for being here tonight. First, I want to thank God for all of his blessings. I truly am blessed. I truly am. I want to thank my wife, Monica. I love you and I could not have done it without you. It has been exhausting thirteen months, but we made it. To my entire family, my two sons, and especially my daughter and son-in-law, thank you very much. I appreciate you. To my volunteers, I thank you so very much for your help, especially Manuel. I thank you, I thank you so much. Sir, you are a very special man, indeed you are. You have no limitations and the sky is the limit, as was evident in our campaign. Thank you very much, Manuel.

To the voters and citizens of Ocotillo, I am thankful and I appreciate you, every single one of you. Having been raised by a single parent, my mother, Andrea, with seven children, all boys, with the exception of the blessing of God, our sister, the only sister, who today remains the beacon, the patriarch of our family, who is in the audience today. Growing up, our family was poor, but rich in family traditions, of which I will never forget. My mother instilled in her children respect for others and integrity, compassion and faith in God, no matter the situation you find yourself in. No matter what situation you find yourself in. My mother did her best to provide for her children and she often faced adversity at her doorstep, but with faith in hand and heart, she would prove her resilience in the face of adversity. Adversity met her match. As adults, we, her children, learned that adversity is simply the clear revelation of God's favor, a challenge.

However, in 1997, my mother met adversity once again. This time it arrived with a vengeance. She suffered the greatest loss in her life, her youngest son, to a cowardly drunk driver who fled the scene, only to be captured by neighbors. He has since been forgiven. We bless him. God bless him. Mother passed away in 2004 after a battle with cancer, but before her passing, she left her children, including me, a life lesson. She said be passionate, have compassion for others, treat others with respect, forgive, but don't forget, and that leaving adversity to God is the only way to overcome. There is only way to overcome adversity. I share this story with you because the city of Glendale has suffered its share of adversity. Remembering the decisions that nearly collapsed our city will remain a memory.

Working to secure our future because we will spend the rest of our lives here shall be a priority. Working together as councilwomen and councilmen we'll reimagine Glendale. Sending the message, that we are rapidly recovering, that we are resilient, that our staff is capable of standing near collapse without permanent deformation. We are one. Together we will reimagine Glendale as the best city in the state. We are Glendale, we are resilient and we are open for business. Having been raised in the Ocotillo district, I could never have imagined being elected to office as a representative to our citizens. It is an astronomical time in my life and an opportunity of a lifetime. I am sincerely humbled, honored and grateful for the trust bestowed upon me by each of you. In all my life, I have called Glendale my home, a city I am passionate for and committed to make sure it remains the best city in the state. On February 27, 1892, Glendale becomes an official

city, celebrating its official birthday, a day we opened for business. Since this day, Glendale has evolved over years, increasing its residents its amenities and services and began to foster relationships with business owners, developers and farmers that still exist today. For this reason, I will work diligently to continue fostering relationships with our business owners, encourage new businesses for Glendale's Ocotillo district and the city as a whole. Increasing our relationships with organizations such as the Glendale Chamber of Commerce will remain a priority, affirming our commitment to our business owners. I will work hard to ensure that the critical services that our citizens are accustomed to are available. I will serve to encourage family advocacy, work with our city managers and Councilmembers to make them knowledgeable and help them recognize the needs of the Ocotillo district. Together, we will better Ocotillo and we will better Glendale.

Our employees, who are all in the room today, some working and some at home. They deserve the very best leadership from their council and from their administration. I will work to support and create policies that bring advanced workplace equality and diversity for our employees, ensuring them we are employee family friendly. To each and every one of you, thank you so much for making Glendale better. You guys are truly professionals and I appreciate you, as does my family. I will work to strengthen relationships with our local schools and colleges and encourage council to do the same. I remain committed to education and I will work to maintain programs that serve children and the elderly and work with organizations that provide the same.

Tonight, I want to congratulate Ms. Tolmachoff and Mr. Turner, and I look forward to serving with both of you and our current council. I leave you tonight with two quotes in my closing. Cesar Chavez once said, "We cannot seek achievement for ourselves and forget about progress and prosperity for our community. Our ambitions must be broad enough to include the aspirations and needs of others for their sake and for our own." Martin Luther King once said, "The ultimate measure of a man is not where he stands in a moment of comfort or convenience, but where he stands in times of challenge and controversy."

I am Councilmember Aldama of the Ocotillo district and I stand ready to serve. Thank you very much."

B. Councilmember-elect Lauren Tolmachoff, Cholla District, Oath of Office Administered by The Honorable Elizabeth R. Finn, Presiding Judge of the Glendale City Court

Honorable Elizabeth R. Finn, Presiding Judge, Glendale City Court administered the oath of office to Councilmember Lauren Tolmachoff and presented her with her certificate of election.

Councilmember Tolmachoff said she had never been on that side of the podium before. She thanked Judge Finn and everyone in the audience for coming tonight. "First and foremost, I want to thank the citizens of the Cholla district who placed their trust in me with their votes. I promise to represent Cholla and all of Glendale with honesty and integrity. Glendale is not just a place to live for me. Our family history goes back over one hundred years in Glendale. My son is a third generation Glendale native. A few years ago, when I had a client tell me he would not consider Glendale as a place to buy a home, I took it personally. I love this community, but was not really informed about the issues facing Glendale, other than what I had heard on the news and read in the paper, so I started attending the city council meetings. I soon realized that Glendale was in real distress. Growing up, my dad taught me to either step up or shut up when faced with a problem. Whether it was standing up to a bully on the playground or in this case, stepping up to serve my community by running for city council, I can't just sit and

complain about a situation. I want to try to be part of the solution. I had no idea how to run a campaign, but I know how to work hard, so I turned in my paperwork and started gathering signatures.

The timing was very fortunate, because my son, Ben, had just recently graduated from ASU with a degree in journalism that focused on public relations that we contributed heavily to. Luckily, he was willing to take on the job of my campaign manager. Early on, I asked him if he was going to add campaign manager to his resume, and he said he would if I won the election. I'm glad I was able to help him with his resume by winning the election. Ben, I thank you for all of your hard work and your patience. I'm so proud of you and would not be standing here tonight without your help. Thank you to my husband, Andy, the other half of my sign crew. We did most of our sign installations during the hottest part of the summer. Anybody who has ever run for office knows what that is like. Sometimes I had to bribe him with chicken wings and beer on our way home, but he was a good sport. He understood when I walked the district many, many nights, knocking on doors until dark, and I thank him for his love and support. I'm blessed to have the support of wonderful friends and to have made a lot of new friends along the way. Many of them are here tonight and my treasurer, Rhonda Gall, who was very helpful in learning how to fill out all the paperwork and trying to figure things out as we go, learning on the fly. Many other friends are here tonight as well. Thank you all for being here. Thank you for your help, the time you devoted to helping me to be here tonight. I really appreciate it and I cherish our friendship. I learned very quickly, though, that a political campaign requires more than just the support of family and friends.

I was fortunate enough to receive help that I needed and would not have been successful without the help of many others. I'd like to recognize the chairman of the Tohono O'odham Nation. Chairman Norris is here this evening. Thank you Chairman Norris and the rest of your delegation, I'm very grateful for your support and the support of the Tohono O'odham Nation. Thank you. The Professional Association of Firefighters, thank you for your support. The yellow fire truck signs were a big hit. They disappeared almost as fast as they were put up. I'm still trying to get my hands on one. Thank you also to my colleagues at the West Maricopa Association of Realtors. They formed a campaign committee that I knew nothing about until after the election. Now I understand why everyone acted like I was contagious every time I happened to be in the building for a class or a member meeting. They would scatter when I walked in the door. I am grateful for your hard work, your support and your friendship. Thank you.

The future of Glendale is bright and I look forward to serving this wonderful city with Mayor Weiers, Councilmembers Hugh, Chavira, Sherwood, Turner and Aldama. I believe that by working together, we can move the city forward and I am committed to doing that with an open door and an open mind. Thank you all from the bottom of my heart. I'm ready to get to work. Thank you."

C. Councilmember-elect Bart Turner, Barrel District, Oath of Office Administered by The Honorable Scott Bales, Chief Justice of the Arizona Supreme Court

Honorable Scott Bales, Chief Justice, Arizona State Supreme Court administered the oath of office to Councilmember Bart Turner and presented him with his certificate of election.

Councilmember Turner apologized for his voice being hoarse. He said he wore out his voice at the hockey game, selling charity raffle tickets. He said they raised about \$10,000 for charity. He said tonight was a night for thank you for the others, as well as for him. "First of all, I want to thank the voters of the Barrel district for the trust you've placed in me by electing me to represent you on the city council. You have my promise

that I will do my very best in this endeavor and I will always be available to you via phone, email and in person. Secondly, I would like to thank those who supported me in my campaign. The early and yes, constant, encouragers, Jessica Koory, Dennis Burke and Maureen West, Elaine McLane, Nancy Adamson, Don Dawson, Wayne Parish, Mary Beth Sullivan. Without your initial encouragement, I would have never thrown my hat in the ring. Without your support throughout the campaign, I doubt I would have reached the finish line. I thank you all very, very much. I thank my talented and patient campaign advisory, Cheryl Coolis. Cheryl, I appreciate you more than you will ever know. Your campaign skill and intuition put me on a winning track and it kept me there.

To my volunteers, in addition to those I've already mentioned, I'd like to thank Doug, Craig, Marlene, Tom, Kim, Pete, Nick, John, Lucas, Arlene, Kristin, Anne, Sandy, Jan, and I'm sure there are many, many more who I'm forgetting. I want you all to know how deeply I appreciate you and I thank you all very much. I would also like to thank my endorsers, the Glendale Star, the 3500 firefighters and paramedics in the Professional Firefighters Association, my friends in labor and industry and over at the Tohono O'odham Nation. I appreciate your support and your faith in me to help bring jobs to Glendale.

I'd like to thank also Rodene Widom, Reginald Martinez, David Prescott, Lee Stanley and many other friends and associates whose names you recognize and have known over these many years. For your faith in me, I thank you, as well. And, of course, I'd like to thank my financial contributors. Fortunate for me, there are too many to mention here, but you can find them all on the City Clerk's website if you are truly interested.

Thirdly, I'd like to thank people who have contributed so much to my life over the years and have really helped shape the person that I am today. People like Mr. Vale, my high school speech and debate coach, Mr. Tipton, my 8th grade history and government teacher and my 5th grade teacher, Mrs. Johnson, who actually called me today from Murfreesboro, Tennessee just to wish me well. Mrs. Johnson also said to say hi from her to any of my 5th grade classmates that might be here tonight. So, hello! Now, none of those educators could be here tonight, but there is one gentleman in the audience who has not only educated thousands of Glendale students, but has been a mentor of mine for many, many years. That would be former Glendale City Councilmember Bruce Heatwole. Bruce, thank you for your many years of service to Glendale and for being here tonight as a representation of all the wonderful teachers that I've had in my life. I appreciate you, my friend. Another gentleman here tonight that I would like to thank is my former scoutmaster, John Osborn. Now the Boy Scout organization is wonderful not just for developing camping skills, but for developing leadership skills. Scouting leaders like Mr. Osborn helped young boys to grow to become good men and good citizens. Scouting certainly made a positive difference in my life and I doubt that I would be standing here tonight before you were it not for the skills I learned in scouting. Thank you, Mr. Osborn.

Now, my father was a scout leader also, but more than that, he was a family leader. The lessons a father teaches a son are innumerable, but the example he gives is singular. My father and I do so wish he could be here tonight, taught me everything I know about responsibility, how to accept it and how to live up to it. Dad, I will do my best to make you proud. Now, lest any of you think perhaps I've forgotten someone, I haven't. You all were briefly introduced to my mother a few minutes ago, and it is a joy to have her sitting next to me tonight. For those of you who know her, I think you will agree that she is a force of nature and quite often a force to be reckoned with. But I know her as exactly the kind, loving mother that this little boy needed and still needs. Mother taught me everything I know about compassion through many lessons over these many years.

Thank you mother, I love you.

Lastly tonight, I would like to thank Arizona State Supreme Court Chief Justice Scott Bales for coming here to Glendale tonight to administer my oath of office. Not only is being sworn in by a friend who I believe appreciates the breadth and depth of my commitment to civic service especially meaningful to me, Chief Justice, I also hope that your presence here tonight will help me send the signal to our community and to our staff from the Mayor to the Council, from the City Manager to the city meter readers, for all of us, whether we be elected, appointed, hired, sworn or civilian, that only the highest degree of professional ethics, personal integrity and legal adherence is anticipated and no less will be tolerated. Thank you Chief Justice Bales. So now for the sake of my voice and your ears, I'm going to cut my remarks short. I thank you all for being here tonight. God bless you and God bless Glendale."

Mr. Pfeffer said diplomacy, heartfelt emotion and sense of humor was evident this evening. He again asked everyone to welcome the new Councilmembers. Mayor Weiers and the entire new council came up for official pictures.

CEREMONIAL CITY COUNCIL PHOTOGRAPH

The new Council gathered for the Ceremonial Photograph.

Master Sgt. LaPorte returned to the podium to sing God Bless America.

Mayor Weiers recognized the MYAC students that were in the audience. He said they are Glendale's finest. He challenged the new Councilmembers to get students from their district to join this wonderful organization.

Mayor Weiers adjourned the meeting.

ADJOURNMENT

The meeting was adjourned at 6:53 p.m.

City of Glendale

*5850 West Glendale Avenue
Glendale, AZ 85301*



Meeting Minutes - Draft

Thursday, December 18, 2014

6:00 PM

Voting Meeting

Council Chambers

City Council

*Mayor Jerry Weiers
Councilmember Jamie Aldama
Councilmember Samuel Chavira
Councilmember Ian Hugh
Councilmember Gary Sherwood
Councilmember Lauren Tolmachoff
Councilmember Bart Turner*

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Ian Hugh, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Brenda Fischer, City Manager; Julie Frisoni, Assistant City Manager; Jennifer Campbell, Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

Pastor John Farmer from the Vineyard Church offered the invocation.

APPROVAL OF THE MINUTES OF NOVEMBER 24, 2014**1. 14-503 APPROVAL OF THE MINUTES OF NOVEMBER 24, 2014**

Staff Contact: Pamela Hanna, City Clerk

A motion was made by Councilmember Hugh, seconded by Councilmember Chavira, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

CONSENT AGENDA

Ms. Fischer said Item 13 has been pulled administratively by the Fire Department. Ms. Fischer then read the consent agenda items 2 through 12 and 14 through 24.

Ms. Hanna read the resolutions for items 25 through 35.

Councilmember Sherwood asked to hear Item 30 separately.

As a point of clarification for Item 29, Councilmember Tolmachoff asked Mr. Bailey to confirm for the record that the IGA does not put any liability on the Glendale taxpayers.

Mr. Bailey said that was correct. He said statutorily, the city can approve the resolution, but there is no debt burden to the city at all.

2. 14-467 APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE ARTS COUNCIL

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

3. 14-468 APPROVE SPECIAL EVENT LIQUOR LICENSE, HEART FOR THE CITY

Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.

4. **14-492** APPROVE SPECIAL EVENT LIQUOR LICENSE, 100 CLUB OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
5. **14-469** APPROVE LIQUOR LICENSE NO. 5-14835, JIMBO'S SPORTS BAR & GRILL
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
6. **14-470** APPROVE LIQUOR LICENSE NO. 5-15092, HOT N JUICY CRAWFISH
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
7. **14-471** APPROVE LIQUOR LICENSE NO. 3-1131, WAL-MART SUPERCENTER #1532
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
8. **14-483** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH QCM TECHNOLOGIES, INC. FOR SERVER AND DATA STORAGE HARDWARE, SOFTWARE, MAINTENANCE AND SUPPORT
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was approved.
9. **14-484** AUTHORIZATION FOR A CONTRACT AMENDMENT WITH COPPER STATE COMMUNICATIONS, INC. FOR CITYWIDE TELEPHONE UPGRADE FOR CITY TELEPHONE EQUIPMENT, MAINTENANCE AND SUPPORT
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was approved.
10. **14-495** AUTHORIZATION FOR A CONTRACT AMENDMENT WITH CHERRYROAD FOR THE CITYWIDE HCM UPGRADE
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was approved.
11. **14-381** AGREEMENT EXTENSION WITH BAKER, DONELSON, BEARMAN, CALDWELL & BERKOWITZ, PC FOR FEDERAL LEGISLATIVE REPRESENTATIVE SERVICE OF LUKE AIR FORCE BASE

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

This agenda item was approved.

12. 14-482

POSITION RECLASSIFICATIONS

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

13. 14-491

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STRENGTH TRAINING INCORPORATED FOR OCCUPATIONAL HEALTH MEDICAL SERVICES

Staff Contact: Mark Burdick, Fire Chief

This agenda item was administratively removed from the agenda.

14. 14-493

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PANASONIC CORPORATION OF NORTH AMERICA AND APPROVE THE PURCHASE OF MOBILE DATA COMPUTERS FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A CITY OF TUCSON PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

15. 14-494

EXPENDITURE AUTHORIZATION FROM THE MUNICIPAL ARTS FUND FOR "ART OF FIRST RESPONSE" PROJECT

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

16. 14-502

AUTHORIZATION TO AMEND A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR PYRAMID PEAK WATER TREATMENT PLANT FACILITY ASSESSMENT

Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

17. 14-412

APPROVE EXPENDITURE OF FUNDS FOR ANNUAL SOFTWARE MAINTENANCE FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEMS FROM GE INTELLIGENT PLATFORMS, INC.

Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

18. 14-454

EXPENDITURE AUTHORIZATION FOR THE REPAIR OF PUMPS LOCATED AT THE OASIS WATER TREATMENT FACILITY WITH PUMP SYSTEMS, INC.

Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

19. **14-451** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STANTEC CONSULTING SERVICES INC. FOR WATERLINE IMPROVEMENTS
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

20. **14-458** EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF PARTS AND SUPPLIES FROM A SOLE SOURCE VENDOR, CP MANUFACTURING, INC.
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

21. **14-459** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PARADIGM SOFTWARE, LLC, TO PURCHASE LICENSES AND UPGRADE THE LANDFILL WEIGH SCALE SOFTWARE
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

22. **14-464** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PARADIGM SOFTWARE, LLC, TO PURCHASE WEIGH SCALE SOFTWARE SUPPORT SERVICES FOR THE LANDFILL
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

23. **14-465** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH FCI CONSTRUCTORS, INC., FOR CONSTRUCTION OF PHASE ONE OF THE GLENDALE LANDFILL SCALE HOUSE RELOCATION PROJECT
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

24. **14-476** AUTHORIZATION TO ENTER INTO AMENDMENT NUMBER ONE TO EXTEND THE CURRENT AGREEMENT WITH STANLEY CONSULTANTS, INC. FOR THE DESIGN OF INTELLIGENT TRANSPORTATION SYSTEMS INFRASTRUCTURE ON 67TH AVENUE, FROM GLENDALE AVENUE TO CHOLLA STREET
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

25. **14-440** AUTHORIZATION TO TERMINATE AIRPORT LEASE AND DEVELOPMENT AGREEMENT

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4901 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TERMINATION OF THE 2007 GLENDALE MUNICIPAL AIRPORT LEASE AND DEVELOPMENT AGREEMENT AND THE AMENDMENT TO LEASE AND DEVELOPMENT AGREEMENT OF CERTAIN REAL PROPERTY AT THE GLENDALE AIRPORT WITH ENTERPRISE BANK.

This agenda item was approved.

26. 14-447

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT TO STORE WATER AT THE SUPERSTITION MOUNTAINS RECHARGE PROJECT

Staff Contact: Craig Johnson, P.E., Director, Water Services

RESOLUTION NO. 4902 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT PROVIDING FOR THE STORAGE OF WATER AT THE SUPERSTITION MOUNTAINS RECHARGE PROJECT.

This agenda item was approved.

27. 14-448

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT TO STORE WATER AT THE HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT

Staff Contact: Craig Johnson, P.E., Director, Water Services

RESOLUTION NO. 4903 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT PROVIDING FOR THE STORAGE OF WATER AT THE HIEROGLYPHIC MOUNTAINS RECHARGE PROJECT.

This agenda item was approved.

28. 14-449

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT TO STORE WATER AT THE AGUA FRIA RECHARGE PROJECT

Staff Contact: Craig Johnson, P.E., Director, Water Services

RESOLUTION NO. 4904 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CENTRAL ARIZONA WATER CONSERVATION DISTRICT PROVIDING FOR THE STORAGE OF WATER AT THE AGUA FRIA RECHARGE PROJECT.

This agenda item was approved.

- 29. 14-488** ADOPT A RESOLUTION APPROVING THE GLENDALE INDUSTRIAL DEVELOPMENT AUTHORITY'S ISSUANCE OF REVENUE BONDS NOT TO EXCEED \$15,000,000 IN SUPPORT OF THE MIDWESTERN UNIVERSITY FOUNDATION'S STUDENT LOAN PROGRAM
Staff Contact: Brian Friedman, Director, Office of Economic Development
RESOLUTION NO. 4905 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS STUDENT LOAN PROGRAM REVENUE BONDS (MIDWESTERN UNIVERSITY FOUNDATION) IN ONE OR MORE SERIES IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$15,000,000.

This agenda item was approved.

- 31. 14-498** AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH SP PLUS CORPORATION TO USE CITY-OWNED PROPERTY FOR PARKING ASSOCIATED WITH NATIONAL FOOTBALL LEAGUE GAMES TAKING PLACE AFTER JANUARY 1, 2015 THROUGH FEBRUARY 1, 2015

Staff Contact: Jean Moreno, Program Administrator, Office of Economic Development

RESOLUTION NO. 4907 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A LICENSE AGREEMENT WITH SP PLUS CORPORATION FOR THE USE OF CITY-OWNED PROPERTY IN THE VICINITY OF THE BETHANY HOME ROAD AND THE AGUA FRIA FREEWAY (LOOP 101) IN GLENDALE, ARIZONA TO BE UTILIZED FOR PARKING USES ASSOCIATED WITH NATIONAL FOOTBALL LEAGUE GAMES TAKING PLACE AFTER JANUARY 1, 2015 THROUGH FEBRUARY 1, 2015 IN EXCHANGE FOR LICENSE CONSIDERATION WITH AN IN-KIND VALUE THAT BENEFITS THE CITY OF GLENDALE.

Mayor Weiers said Andrew Marwick requested to speak on Item 31 and asked him to come up and speak now.

Andrew Marwick, a Phoenix resident, spoke about the parking situation at the stadium for the events related to the Super Bowl. He hoped this would relieve the city from some of its responsibilities regarding shuttle services for these events. He also spoke about friction between the owner of the Cardinals and the city, and hoped this would solve some of these issues.

This agenda item was approved.

- 32. 14-490** AUTHORIZATION TO ENTER INTO GRANT AGREEMENT DUIAC-I-016 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4908 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

- 33. 14-487** AUTHORIZATION TO ENTER INTO A MODIFICATION TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING ADMINISTRATION OF TAXES

Staff Contact: Tom Duensing, Director, Finance and Technology

RESOLUTION NO. 4909 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO A MODIFICATION TO AN INTERGOVERNMENTAL AGREEMENT ENTITLED "MODIFICATION TO INTERGOVERNMENTAL AGREEMENT BETWEEN THE ARIZONA DEPARTMENT OF REVENUE AND CITY/TOWN" REGARDING AN INTERIM METHOD FOR AUDITING AND DISCLOSURE OF INFORMATION.

This agenda item was approved.

- 34. 14-443** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE FOR ISSUANCE OF ANNUAL AND RENEWAL MUNICIPAL PRIVILEGE TAX LICENSES

Staff Contact: Tom Duensing, Director, Finance and Technology

RESOLUTION NO. 4910 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN AGREEMENT ENTITLED "AGREEMENT BETWEEN ARIZONA DEPARTMENT OF REVENUE AND THE CITY/TOWN OF GLENDALE ARIZONA" FOR ANNUAL MUNICIPAL PRIVILEGE TAX LICENSES AND TAX LICENSE RENEWALS.

This agenda item was approved.

- 35. 14-485** ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "2014 AMENDMENTS TO CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE III - LICENSING AND RECORDKEEPING, SEC. 21.1-300 THRU 21.1-380"

Staff Contact: Tom Duensing, Director, Finance and Technology

RESOLUTION NO. 4911 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "2014 AMENDMENTS TO CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE III - LICENSING AND RECORDKEEPING, SEC. 21.1-300 THRU 21.1-380."

This agenda item was approved.

A motion was made by Councilmember Sherwood, seconded by Councilmember Chavira, that Consent Agenda items 2 through 12, 14 through 24 and Consent Resolutions 25 through 29 and 31 through 35 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

30. 14-501

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AFFIRMING GLENDALE'S COMMITMENT TO INCLUSION AND DIVERSITY IN ITS WORKFORCE, AND SIGNING ONE COMMUNITY'S UNITY PLEDGE

Staff Contact: Brian Friedman, Director, Office of Economic Development

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Staff Contact: Nancy Mangone, Assistant City Attorney

RESOLUTION NO. 4906 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AFFIRMING GLENDALE'S COMMITMENT TO INCLUSION AND DIVERSITY IN ITS WORKFORCE, AND SIGNING ONE COMMUNITY'S UNITY PLEDGE.

Mr. Friedman said the topic of antidiscrimination was brought up as a Council item of special interest to affirm the city's commitment to inclusion and diversity in its workforce.

Bob Gonzalo, a Barrel resident, said he was in favor of the resolution, but said it doesn't mean a thing if the city doesn't fulfill its promise. He spoke about the process that occurred when the City Manager was hired. He said the only person that interviewed the City Manager at the time was Councilmember Sherwood. He also spoke about the hiring of the two Assistant City Managers and a City Manager from another city that wasn't granted an interview. He said what is written down on a piece of paper means nothing unless it is put in practice.

A motion was made by Councilmember Chavira, seconded by Councilmember Sherwood, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PUBLIC HEARING - ORDINANCES

36. 14-444

ADOPT AN ORDINANCE AMENDING THE MODEL CITY PRIVILEGE (SALES) TAX CODE, CHAPTER 21.1, ARTICLE III - LICENSING AND RECORDKEEPING AND DELETING CERTAIN PROVISIONS IN ARTICLE VII (ORDINANCE) (PUBLIC HEARING REQUIRED)

Staff Contact: Tom Duensing, Director, Finance and Technology

ORDINANCE NO. 2925 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE) CONSISTENT WITH CHANGES APPROVED BY THE MUNICIPAL TAX CODE COMMISSION BY DELETING ARTICLE VII – REGULATIONS-PRIVILEGE AND EXCISE TAXES, REG. 21.1-300.1, 21.1-300.2, 21.1-310.1, 21.1-350.1, 21.1-350.2, 21.1-350.3, 21.1-360.1, AND 21.1-360.2 AND BY DELETING IN ITS ENTIRETY ARTICLE III – LICENSING AND RECORDKEEPING, SEC. 21.1-300 THROUGH 21.1-370, AND REPLACING IT WITH THAT DOCUMENT DECLARED A PUBLIC RECORD AND ENTITLED “2014 AMENDMENTS TO CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE III – LICENSING AND RECORDKEEPING, SEC. 21.1-300 THRU 21.1-380” AS SHOWN ON EXHIBIT A TO THE RESOLUTION DECLARING THE PUBLIC RECORD; ESTABLISHING AN EFFECTIVE DATE; AND PROVIDING FOR SEVERABILITY AND PROVING PENALTIES FOR VIOLATIONS.

Mr. Duensing said the Model City Tax Code was adopted by the Arizona Municipal Tax Code Commission and he provided a short background for this item. He said these changes are being made in preparation for the transition of the administration of the sales tax collection and tax licensing from the city to the Arizona Department of Revenue. The Department of Revenue will begin tax collection on January 1, 2016. He explained the amendment includes elimination of the tax license application fee, proration of tax licensing fees for new applications, the addition of a requirement that real property rentals must be licensed by location to the property owners rather than property managers and a provision for the waiver of tax license penalty fees. He said Ms. Rios was instrumental in the implementation of the tax simplification and staff requests a public hearing be held and action be taken.

Mayor Weiers opened the public hearing. There were no speakers and the public hearing was closed.

A motion was made by Councilmember Tolmachoff, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES

37. 14-477 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR PROPERTY EXCHANGES ALONG GRAND AVENUE

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2926 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF AN INTERGOVERNMENTAL AGREEMENT (IGA/JPA 13-0002457-I) WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR PROPERTY EXCHANGES AND TRANSFERS FOR THE PURPOSE OF FINALIZING THE PREVIOUS INTERGOVERNMENT AGREEMENT (IGA/JPA 10-142-I) BETWEEN GLENDALE AND MARICOPA COUNTY DATED FEBRUARY 16, 2012 FOR A HIGHWAY IMPROVEMENT

PROJECT IN AND AROUND THE AREAS OF US 60, GRAND AVENUE, AND 71ST AVENUE TO 43RD AVENUE.

Jack Friedline said the item was for exchange of property along Grand Avenue. He said the city and the Arizona Department of Transportation have long worked together to make Grand Avenue safer. He said the land exchange identifies the properties to be exchanged between the city and ADOT. He also said these properties may be combined in the future to sell to new developers. He said this agreement also includes the cost to construct walls as part of the Grand Avenue Improvement Project. He said due to the disparity in value of the land being exchanged, ADOT will compensate the city for the property exchange, less the local share of wall costs in the amount of just over \$256,000.

A motion was made by Councilmember Turner, seconded by Councilmember Hugh, that this agenda item be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Mayor Weiers, seconded by Councilmember Hugh, to hold the next regularly scheduled City Council Workshop on Tuesday, January 6, 2015 at 1:30 P.M. in Room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. He additionally moved to hold a Special City Council Workshop meeting on Friday, January 9, 2015 at 9:00 A.M. in the Conference and Convention Center of the Renaissance Glendale Hotel and Spa, 9495 West Coyotes Boulevard, Glendale, Arizona. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Councilmember Aldama, Councilmember Chavira, Councilmember Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

CITIZEN COMMENTS

Arthur Thruston, a Cactus resident, said he came in the spirit of the holidays and he respected the beliefs of everyone. He spoke about the wonderful Christmas parade and thanked the Councilmembers for the wonderful jobs they are going to do. He wished everyone happy holidays.

John Kelley, a Cholla resident, thanked the Councilmembers for serving the city. He asked the Council to seek public comment regarding equal rights. He said many cities have passed ordinances too quickly and without public comment. He said as a pastor, this ordinance will have a tremendous impact on the businesses and people of the city.

Angela Hughes, a Phoenix resident, thanked everyone for supporting the unity pledge and for making a strong statement that the city is open for business to everyone. She encouraged the city to move forward with the discussion about adopting a nondiscrimination ordinance.

Andrew Marwick, a Phoenix resident, he said a lot of city resources have been put into financing the arena. He said the revenues didn't seem to be doing very well for the hockey team. He spoke about the repair costs the arena is incurring, including the costs for a new scoreboard. He said the NHL has to look at other ways of upgrading the arena.

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said he was privileged to have voted on the unity pledge which will spotlight the west valley as a trendsetter. He encouraged staff to continue their attempts to diversity staff. He asked staff to consider qualified minorities when hiring. He thanked all the employees for the job they do.

Councilmember Chavira agreed with the comments made by Councilmember Chavira and said it was privilege to be a part of supporting the unity pledge. He wished staff and members of the public happy holidays. He asked everyone to remember to find the positive in everything.

Councilmember Hugh thanked Mayor Weiers for putting on the Christmas parade and his rotary club for their entry.

Councilmember Sherwood welcomed the three new Councilmembers and wished the staff happy holidays. He mentioned former Vice Mayor Knaack and former Councilmember Martinez who were watching the meeting.

Councilmember Tolmachoff reminded everyone what Christmas is all about and about those struggling. She said it is much more gratifying to give than to receive.

Councilmember Turner thanked the staff and other members of the Council for their assistance during the transition period. He said the parade was a great event and he thanked Mayor Weiers for his efforts. He wished everyone happy holidays.

Mayor Weiers said the Christmas parade got people together who started new traditions for their families. He thanked the committees and all the people who worked really hard to make the parade a success. He said it didn't cost the taxpayers any money as it was all done by the citizens. He said some of the proceeds will go to Hope for Hunger Organization to help people in need. He mentioned that Governor Jan Brewer and Kurt Warner were in the parade. He wished everyone happy holidays.

ADJOURNMENT

The meeting adjourned at 6:55 p.m.



Legislation Description

File #: 15-024, Version: 1

PROCLAIM JANUARY 19, 2015 AS DR. MARTIN LUTHER KING, JR. DAY

Staff Contact: Office of the Mayor

Presented By: Office of the Mayor

Accepted By: Donna M. McGuire and Dr. Angela McGuire on behalf of Dr. Jesse R. McGuire, Sr.

Purpose and Recommended Action

This is a request for City Council to proclaim January 19, 2015 as Dr. Martin Luther King, Jr. Day. This proclamation will be accepted by Donna M. McGuire and Dr. Angela McGuire on behalf of Dr. Jesse R. McGuire, Sr.

Background

The Reverend Dr. Martin Luther King, Jr. was born January 15, 1929 in Atlanta, Georgia. During the 1950's Dr. King became active in the movement for civil rights and worked for racial equality in the United States. Dr. King participated in the Montgomery, Alabama bus boycott and many other peaceful demonstrations that helped create better treatment for African Americans. On August 28, 1963, during the March on Washington, Dr. King gave his "I Have a Dream" speech which helped bring about the passage of the Civil Rights Act of 1964. Because of his commitment to racial equality, Dr. King was awarded the Nobel Peace Prize in 1964. Dr. King and his legacy have had a lasting positive impact on society.

Community Benefit/Public Involvement

Proclaiming January 19, 2015 as Dr. Martin Luther King, Jr. Day benefits the city and the community, as it demonstrates Glendale's long-standing commitment towards creating a society that is more just, peaceful, and understanding.



Legislation Description

File #: 15-014, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSES, LUMP BUSTERS

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of three special event liquor licenses for Lump Busters, submitted by Terri Dee Gall. Two of the special event liquor licenses are for fundraisers at the Pro Bowl on Sunday, January 25, 2015 at Westgate's parking lot R from 2:30 p.m. to 5:30 p.m. and the Renaissance Hotel's south parking lot from noon to 6:00 p.m. The third special event liquor license is for a fundraiser at the Super Bowl on Sunday, February 1, 2015 from 9:00 a.m. to 9:00 p.m. at Westgate's parking lot 3.

Background Summary

Westgate is zoned PAD (Planned Area Development) and located in the Yucca District. Lump Busters was previously approved for two special event liquor licenses on January 31 and February 1, 2015; therefore, if these applications are approved, the total number of days expended by this applicant will be five of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed these applications and determined that they meet all technical requirements.

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: LUMP BUSTERS

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- ☒ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: WESTGATE ENTERTAINMENT DISTRICT - LOT R

Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA/ AZ 85305
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GALL TERRI DEE [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: ()

4. Applicant's email address: _____

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No (If yes, attach explanation.)
2. How many special event licenses have been issued to this location this year? 2
(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No
(If yes, attach a copy of the agreement.)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name LUMP BUSTERS Percentage 25%

Address _____

Street City State Zip

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage 47%

Address 8701 S. HARDY DRIVE TEMPE AZ 85284

Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

3 Number of Police 6 Number of Security Personnel ☒ Fencing ☒ Barriers

Explanation: AREA WILL BE ENCLOSED BY CHAIN LINK FENCE AND BIKE BARRICADE.

AREA WILL BE MONITORED BY SECURITY PERSONNEL, OFF DUTY POLICE AND AN ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-25-15</u>	<u>SUNDAY</u>	<u>2:30 pm</u>	<u>5:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

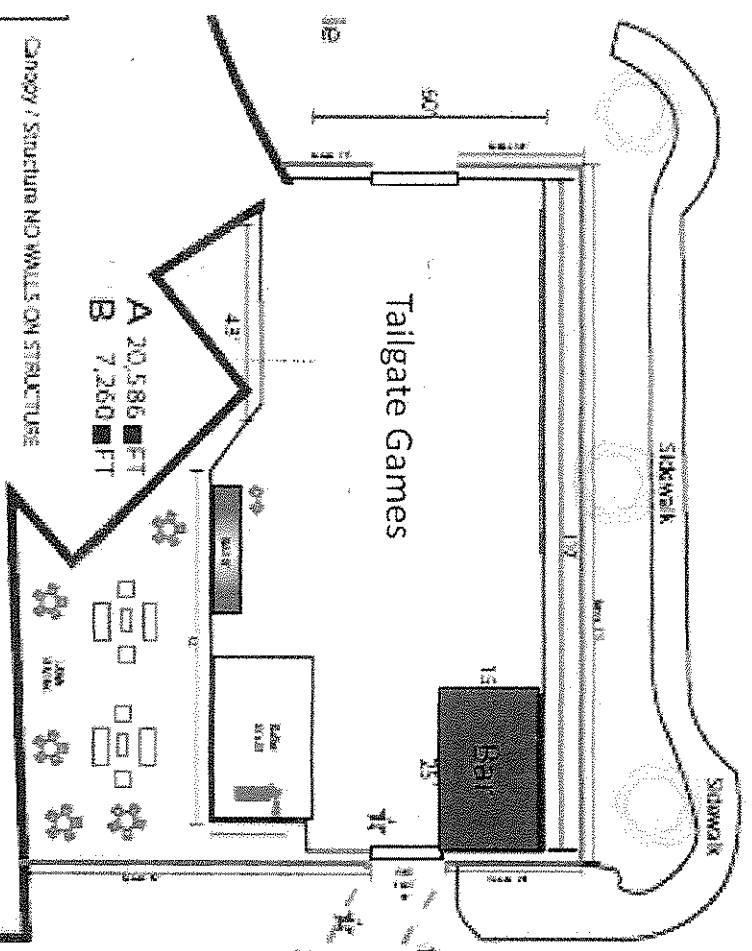
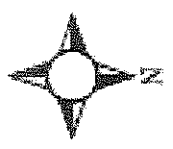
Section 10

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	Rojo Hospitality Group	Percentage	28%
Address	1 Cardinals Drive Glendale, AZ 85305		

owl Site Plan for January 25, 2015

W Coyotes Blvd



A 20,586 FT
B 7,260 FT

CANOPY / STRUCTURE NO WALLS ON STRUCTURE

CLAMP LINE RACK KIT
Podcast with DAWSON

Cabana 15'x15'

100KW 14'x9'

Off Duty Police

Security Officer

Extinguisher

- Qty 7 18"x96" Pub Tables
- Qty 10 3'x8' Communal Tables
- Qty 8 4'x8' Mahogany Tables
- Qty 52 - 32" Truss High Boy
- Qty 16-36" High Bow Linens
- Qty 19 - Furniture Grouping
- Qty 12 - Executive Stalls
- Qty 3 - 7' Pod Circle Stage

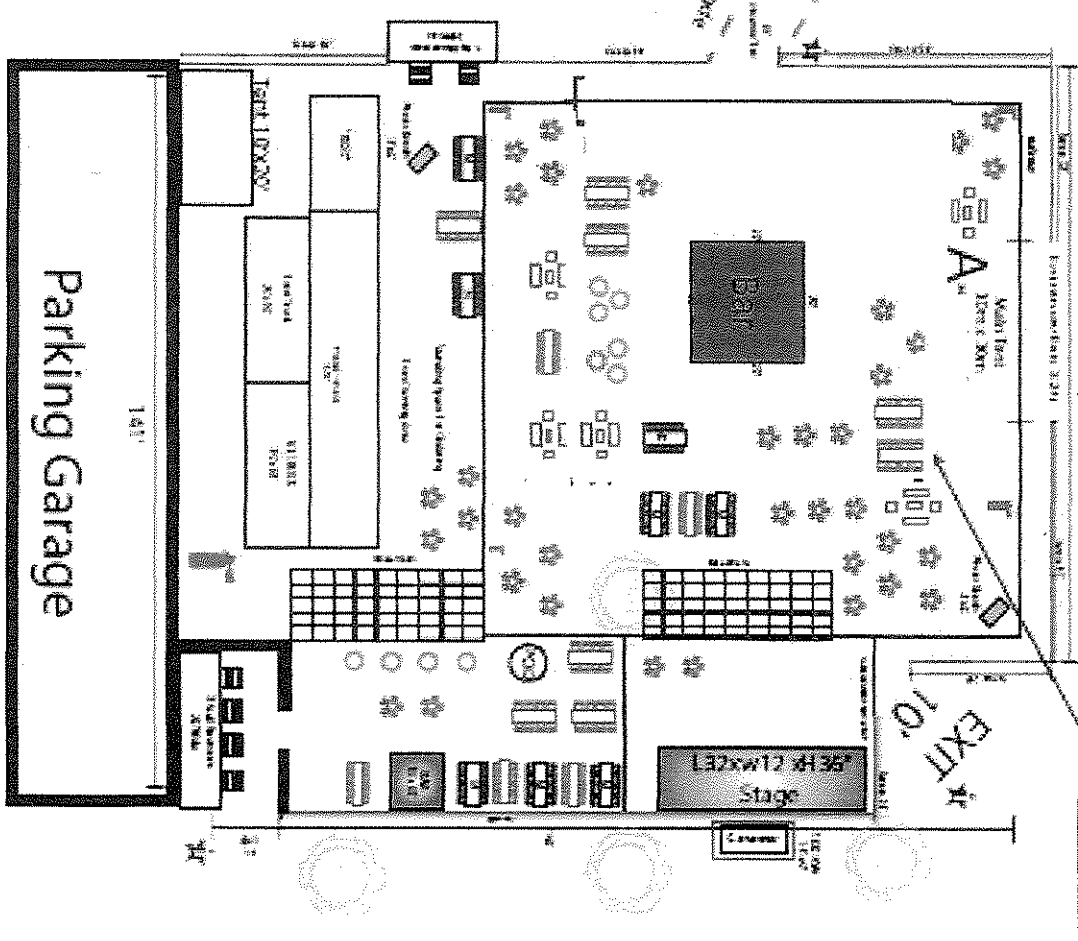
W Coyotes Blvd

Sidewalk

No mezzanine

Parking Garage Entrance

Parking Garage Entrance



A 20,586 FT
B 7,260 FT

EXIT 10

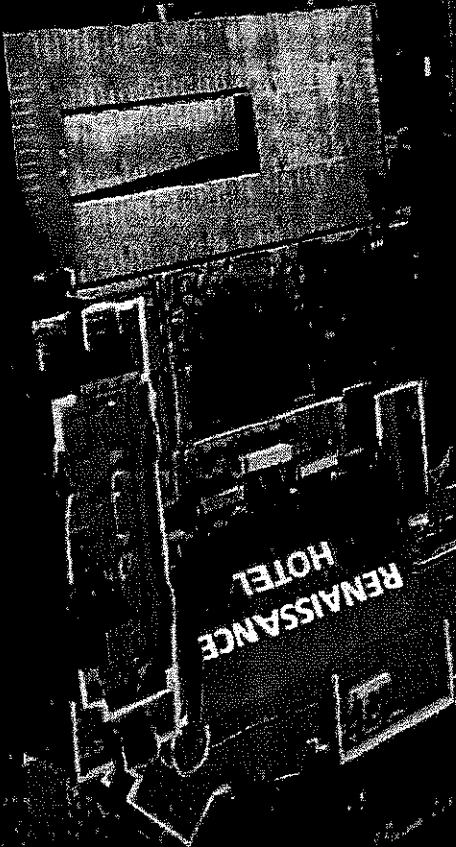
13'x12' 4136" Stage

Parking Garage

141'

N

UNIVERSITY OF PHOENIX STADIUM



© 2014 Google

1992

Imagery Date: 3/7/2014 33°31'53.64" N 112°15'45.46" W elev 1102 ft eye alt 2051 ft

Google earth

UNIVERSITY OF
PHOENIX STADIUM

MARYLAND AVE

WESTGATE

INDIANAPOLIS DISTRICT



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

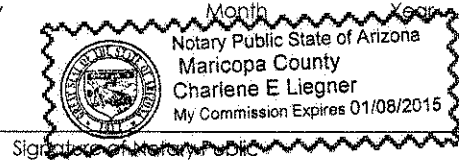
I, Terri Dee Gall declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

x Terri D. Gall Founder 12.2.14 602.670.8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 12 14
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 1.8.15
Date



SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, Terri Dee Gall declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

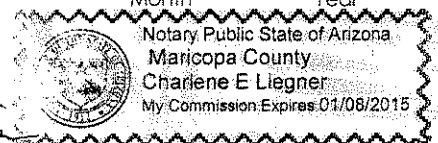
x Terri D. Gall Founder 12-2-14 602.670.8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 12 14
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 1.8.2015
Date

Charlene E. Liegner
Signature of Notary Public



The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

IMPORTANT INFORMATION: This document must be fully completed or it will be returned.

The Department of Liquor Licenses and Control must receive this application ten (10) business days prior to the event. If the special event will be held at a location without a permanent liquor license or if the event will be on any portion of a location that is not covered by the existing liquor license, this application must be approved by the local government before submission to the Department of Liquor Licenses and Control (see Section 15).

SECTION 1 Name of Organization: LUMP BUSTERS

SECTION 2 Non-Profit/IRS Tax Exempt Number: [REDACTED]

SECTION 3 The organization is a: (check one box only)

- ☒ Charitable (501.C) ☐ Fraternal (must have regular membership and have been in existence for over five (5) years)
☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

- ☐ Place license in non-use
☐ Dispense and serve all spirituous liquors under retailer's license
☒ Dispense and serve all spirituous liquors under special event
☐ Split premise between special event and retail location

(If not using retail license, submit a letter of agreement from the agent/owner of the licensed premise to suspend the license during the event. If the special event is only using a portion of premise, agent/owner will need to suspend that portion of the premise.)

SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: RENAISSANCE HOTEL - SOUTH LOT

Address of Location: 9495 COYOTES BLVD GLENDALE MARICOPA / AZ 85305
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GALL TERRI DEE [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED] [REDACTED] [REDACTED] [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: ()

4. Applicant's email address: _____

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?

☐ Yes ☒ No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 1

(The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No

(If yes, attach a copy of the agreement.)

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	<u>LUMP BUSTERS</u>			Percentage	<u>25 %</u>
Address	<u>3640 W. GRANDVIEW RD</u>	<u>PHOENIX</u>	<u>AZ</u>	<u>85053</u>	
	Street	City	State	Zip	
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>			Percentage	<u>47 %</u>
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>	
	Street	City	State	Zip	

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.

"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

1 Number of Police 2 Number of Security Personnel ☒ Fencing ☐ Barriers

Explanation: AREA WILL BE ENCLOSED BY CHAIN LINK FENCE. AREA WILL BE MONITORED BY SECURITY PERSONNEL, OFF DUTY POLICE AND AN ALCOHOL COMPLIANCE TEAM FROM ROTO HOSPITALITY GROUP

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.

See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-25-15</u>	<u>SUN</u>	<u>12 pm</u>	<u>6 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Rojo Hospitality Group

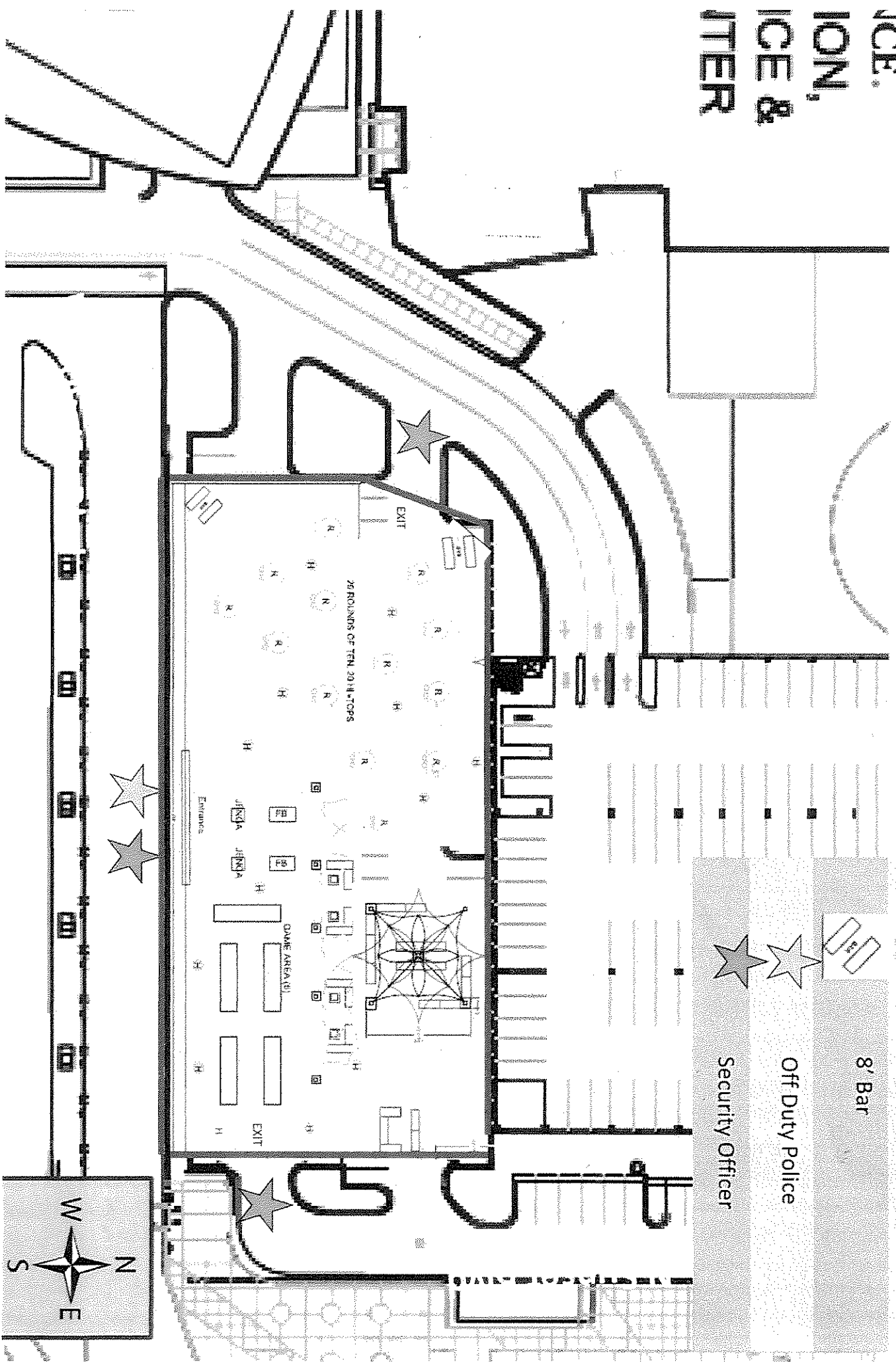
Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305

Timesport Pro Bowl Party

January 25, 2015

ICE.
ION,
ICE &
INTER



LEGEND

Chain link Fence

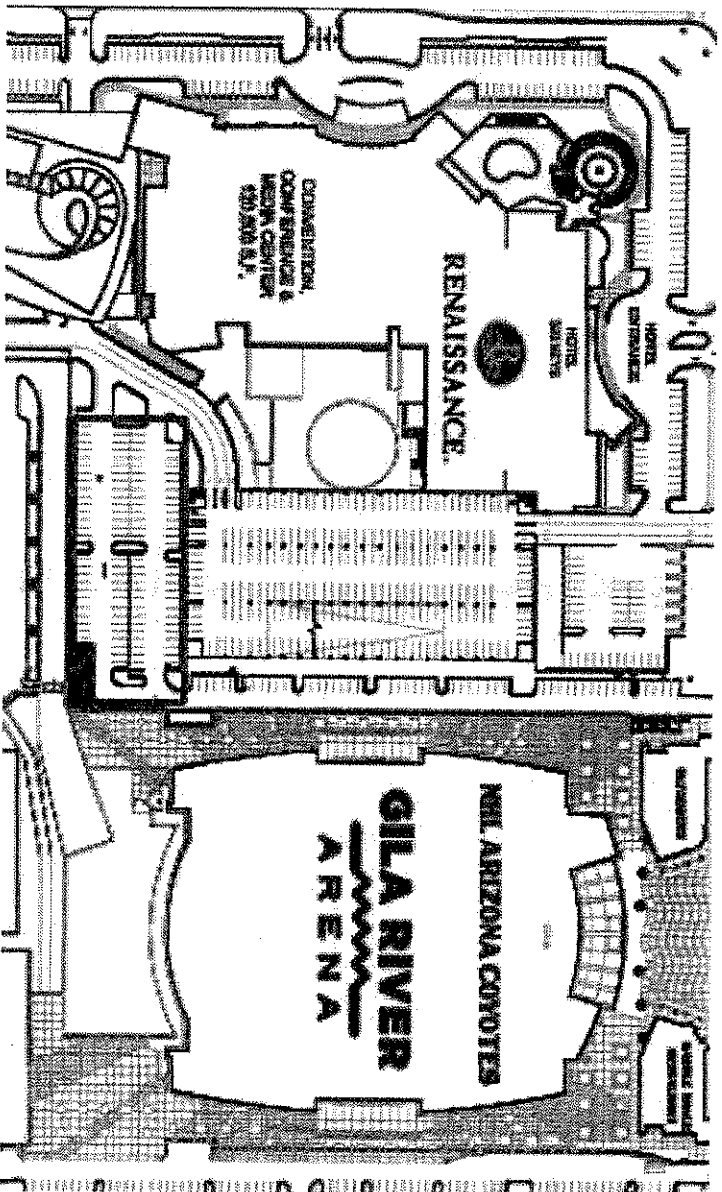
60' Round Tables with 10
Chairs & Umbrella

8' Bar

Off Duty Police

Security Officer

SITE PLAN



SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

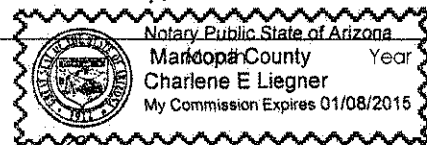
I, Terri Dee Gall declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
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x Terri D. Gall Founder 12.2.14 (602) 670-8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2

Day

State Arizona County of Maricopa



My Commission Expires on: 1.8.2015
Date

Charlene E. Liegner
Signature of Notary Public

SECTION 14 This section is to be completed only by the applicant named in Section 9.

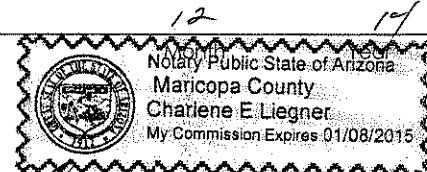
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(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
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I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

Arizona Department of Liquor Licenses and Control
800 W Washington 5th Floor
Phoenix AZ 85007-2934
www.azliquor.gov
(602) 542-5141

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

Fee= \$25.00 per day for 1-10 days (consecutive)

A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. §44-6852)

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☐ Religious ☐ Civic (Rotary, College Scholarship) ☐ Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

☐ Yes ☒ No

Name of Business

License Number

Phone (include Area Code)

SECTION 5 How is this special event going to conduct all dispensing, serving, and selling of spirituous liquors? Please read R-19-318 for explanation (look in special event planning guide) and check one of the following boxes.

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SECTION 6 What is the purpose of this event? ☒ On-site consumption ☐ Off-site (auction) ☐ Both

SECTION 7 Location of the Event: WESTGATE ENTERTAINMENT DISTRICT - LOT 3

Address of Location: 6751 N. SUNSET BLVD GLENDAL MARICOPA / AZ 85305
Street City County/State Zip

SECTION 8 Will this be stacked with a wine festival/craft distiller festival? ☐ Yes ☒ No

SECTION 9 Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Section 1. (Authorizing signature is required in Section 13.)

1. Applicant: GALL TERRI DEE [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: [REDACTED]
Street City State Zip

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: ()

4. Applicant's email address: _____

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
☐ Yes ☒ No (If yes, attach explanation.)
2. How many special event licenses have been issued to this location this year? 1
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
3. Is the organization using the services of a promoter or other person to manage the event? ☒ Yes ☐ No
 (If yes, attach a copy of the agreement.)
4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name	<u>LUMP BUSTERS</u>		Percentage	<u>25 %</u>
Address	<u>3640 W. GRANDVIEW RD</u>	<u>PHOENIX</u>	<u>AZ</u>	<u>85053</u>
	Street	City	State	Zip
Name	<u>ARIZONA CARDINALS FOOTBALL CLUB</u>		Percentage	<u>47 %</u>
Address	<u>8701 S. HARDY DRIVE</u>	<u>TEMPE</u>	<u>AZ</u>	<u>85284</u>
	Street	City	State	Zip

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1 Number of Police 2 Number of Security Personnel ☒ Fencing ☐ Barriers
 Explanation: AREA WILL BE ENCLOSED BY CHAIN LINK FENCE. AREA WILL BE MONITORED BY SECURITY PERSONNEL, OFF DUTY POLICE AND AN ALCOHOL COMPLIANCE TEAM FROM RUJO HOSPITALITY GROUP

SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>2-01-15</u>	<u>SUN</u>	<u>9 AM</u>	<u>9 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

4. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name Rojo Hospitality Group

Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305

LEGEND

Chain link Fence

60' Round Tables with 8 Chairs & Umbrella

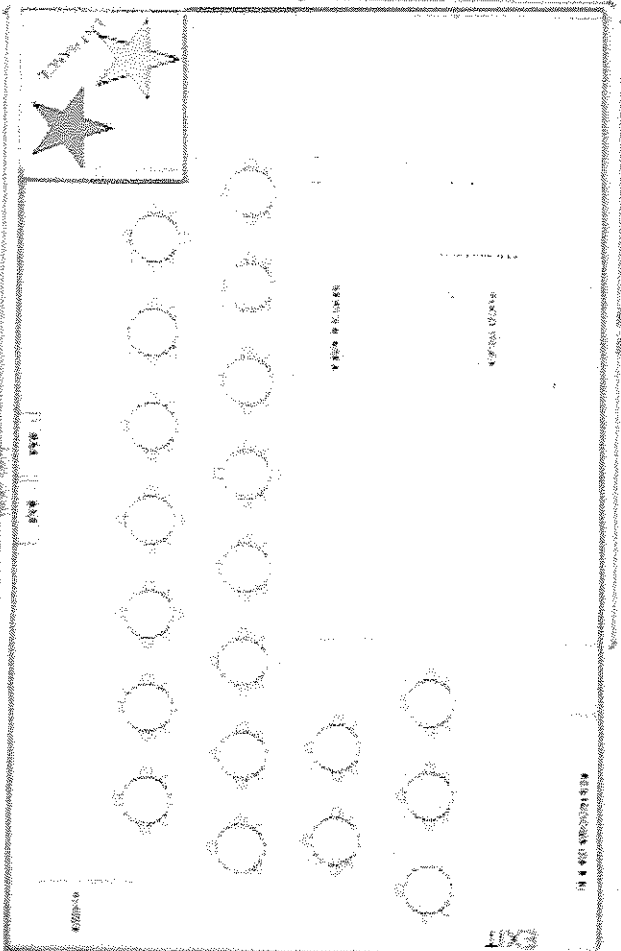
8' Bar

Off Duty Police

Security Officer



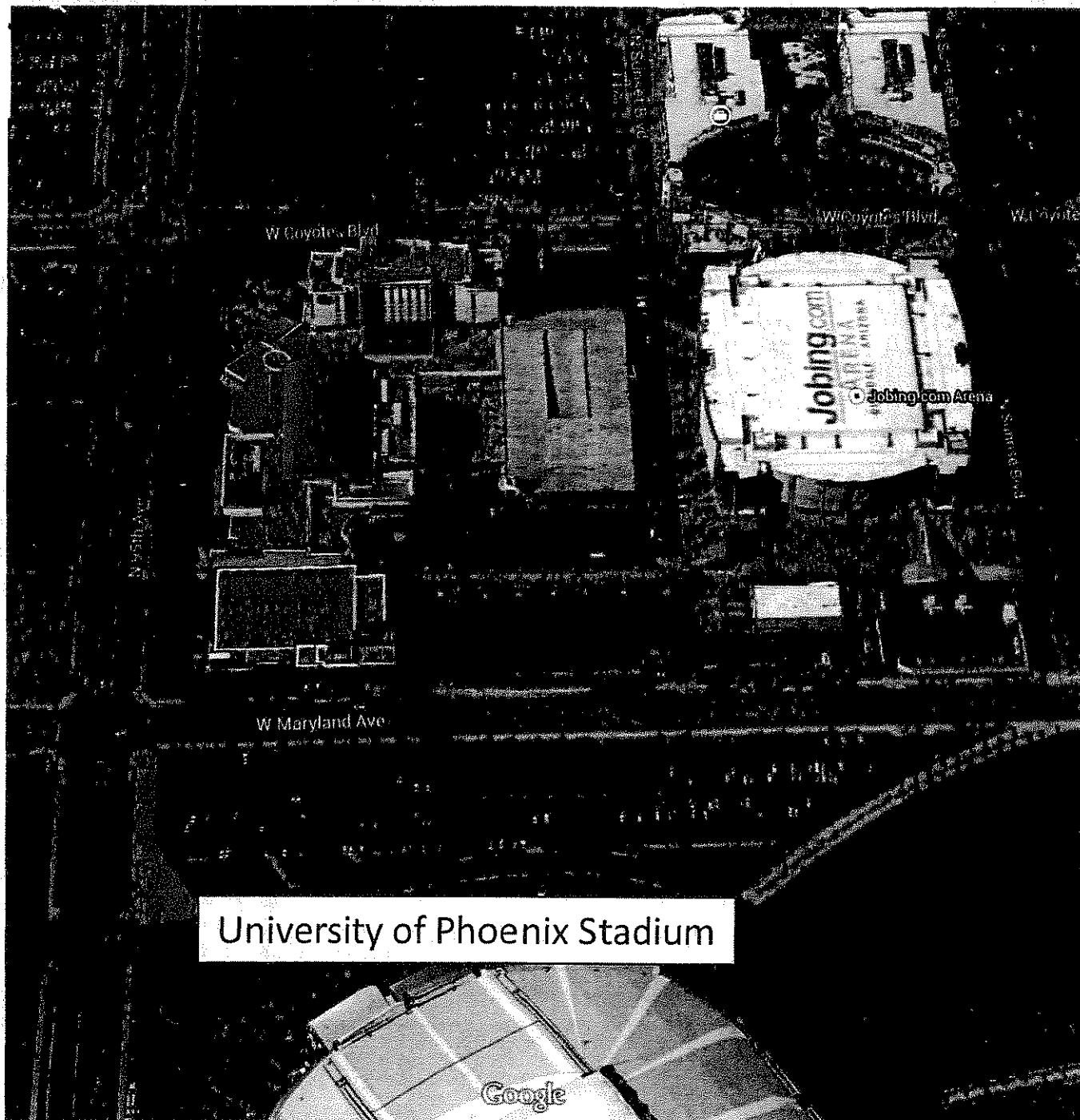
Bar



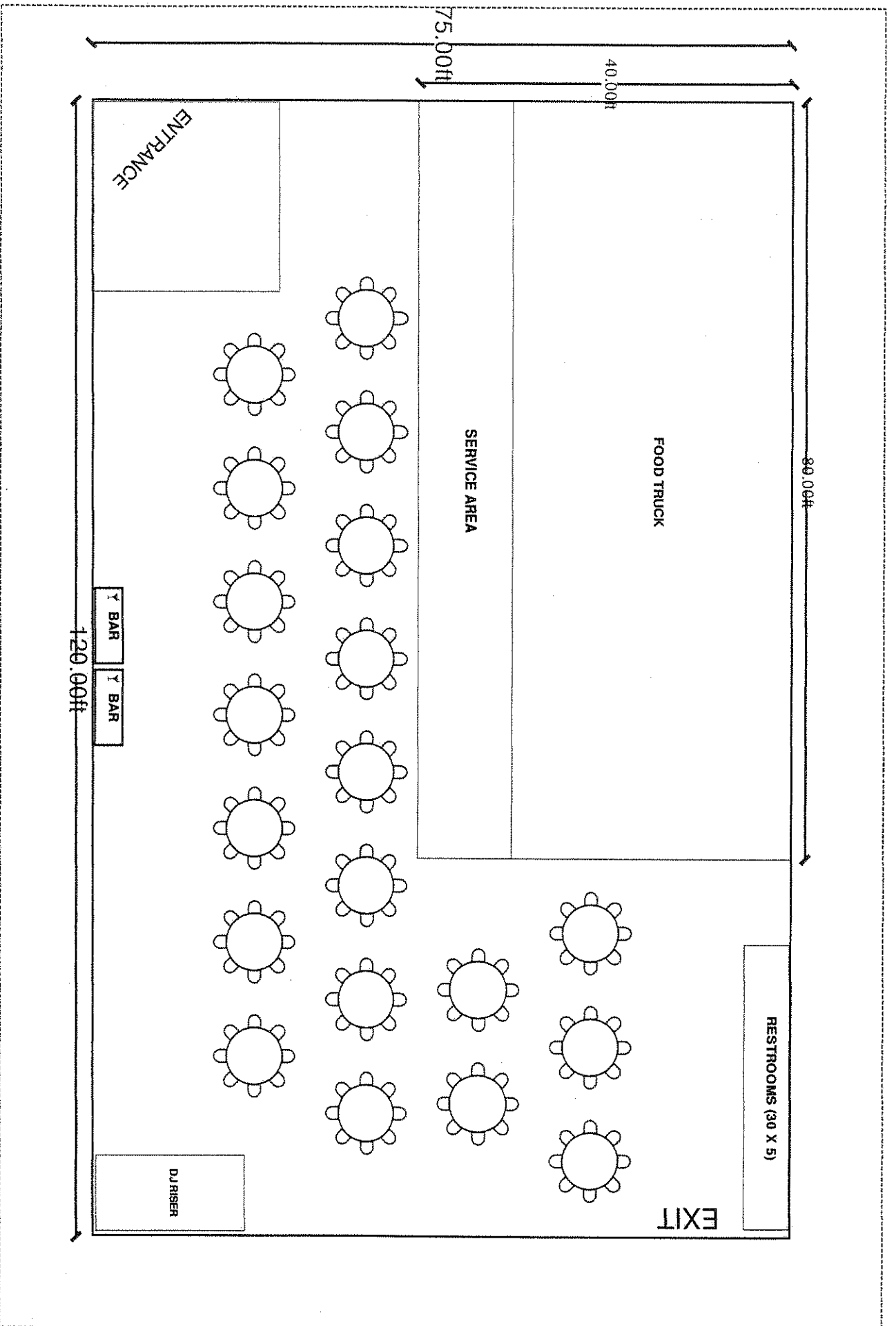
W. Coyotes Blvd

N Sunset Blvd

Google



University of Phoenix Stadium



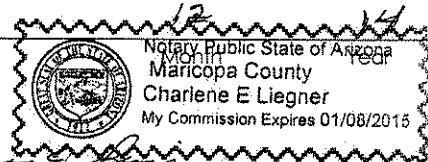
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Terri Dee Gall declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)
appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event
Liquor License.

x Terri D. Gall Founder 12.2.14 602670-8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2
Day

State Arizona County of Maricopa



My Commission Expires on: 1.08.15
Date

Charlene E. Liegner
Signature of Notary Public

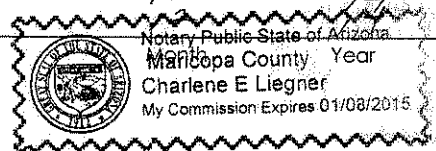
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I, Terri Dee Gall declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
complete.

x Terri D. Gall Founder 12.2.14 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2
Day

State Arizona County of Maricopa



My Commission Expires on: 1.08.15
Date

Charlene E. Liegner
Signature of Notary Public

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SECTION 15 Local Governing Body Approval Section

I, _____ recommend ☐ APPROVAL ☐ DISAPPROVAL
(government official) (Title)

on behalf of _____
(City, Town, County) Signature Date Phone

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

☐ APPROVAL ☐ DISAPPROVAL BY: _____ DATE: _____

14-181

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-10-14

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Westgate 6751 N. Sunset Blvd. Lot-R)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/10/2013	Other Suites	New ownership call history beginning:
Liquor Related		3	
Vice Related			
Drug Related		1	
Fights / Assaults		17	
Robberies			
Burglary / Theft		21	
911 calls		1	
Trespassing		5	
Accidents		7	
Fraud / Forgery		3	
Threats			
Criminal damage		5	
Other non-criminal*		37	
Other criminal		1	
Total calls for service	N/A	101	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to Lump Busters, Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 01-25-15 (Sun). PrimeSport Pro Bowl Tailgate - Westgate Lot R.

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Approval is for Lot-R, Area-A of the submitted diagram (SouthWest corner of W. Coyotes Blvd and N. Sunset Blvd).

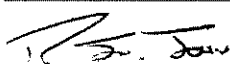
Date

Investigating Officer – M. Ervin

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

_____	_____
_____	_____
_____	_____
	12-11-14

14-180

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **12-10-14**

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Renaissance Hotel-south lot 9495 W. Coyotes Blvd.)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/10/2013	Other Sultes	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults	5		
Robberies			
Burglary / Theft	16		
911 calls	3		
Trespassing	3		
Accidents	6		
Fraud / Forgery	1		
Threats			
Criminal damage	2		
Other non-criminal*	19		
Other criminal	2		
Total calls for service	58	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to Lump Busters, Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 01-25-15 (Sun). Frito Lay - PrimeSport Pro Bowl Party - Renaissance - South Lot.

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:


No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	_____	_____
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 _____	12-11-14

14-102

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-11-14

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Westgate 6751 N. Sunset Blvd. Lot-3)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/11/2013	Other Suites	New ownership call history beginning:
Liquor Related		4	
Vice Related			
Drug Related		1	
Fights / Assaults		18	
Robberies			
Burglary / Theft		21	
911 calls		1	
Trespassing		3	
Accidents		4	
Fraud / Forgery		4	
Threats			
Criminal damage		5	
Other non-criminal*		36	
Other criminal		1	
Total calls for service	N/A	98	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to Lump Busters, Arizona Cardinals Football Club and Rojo Hospitality Group.

Event is scheduled for 02-01-15 (Sun), Cardinals PrimeSport Super Bowl Tailgate - Westgate - Lot 3.

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

Approval is for Lot-R, Area-A of the submitted diagram.

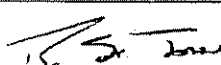
Date

Investigating Officer – M. Ervin

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee



12-11-14



Legislation Description

File #: 15-015, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, VALLEY YOUTH THEATRE

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Valley Youth Theatre, submitted by Bobb Cooper. The event will be held at the Tanger Outlet Mall located at 6800 North 95th Avenue, Suite 490 on Sunday, February 1, 2015, from 11 a.m. to 4 p.m. The purpose of this special event liquor license is for a private ticketed Super Bowl culinary event.

Background Summary

Tanger Outlet Mall is zoned PAD (Planned Area Development) and located in the Yucca District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.
PLEASE ALLOW 10 BUSINESS DAYS FOR PROCESSING.

****Application must be approved by local government before submission to Department of Liquor Licenses and Control. (Section #20)**

DLIC USE ONLY

LICENSE #

1. Name of Organization: Valley Youth Theatre
2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]
3. The organization is a: (check one box only)
- ☒ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)
- ☐ Civic ☐ Religious ☐ Political Party, Ballot Measure, or Campaign Committee
4. What is the purpose of this event? ☒ on-site consumption ☐ off-site consumption (auction) ☐ both
- Private ticketed Super Bowl culinary event

5. Location of the event: 6800 N 95th Street suite 490 Glandale 85305
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Cooper Bobb [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: 8017 N. Third St. Phoenix AZ 85004
Street City State Zip

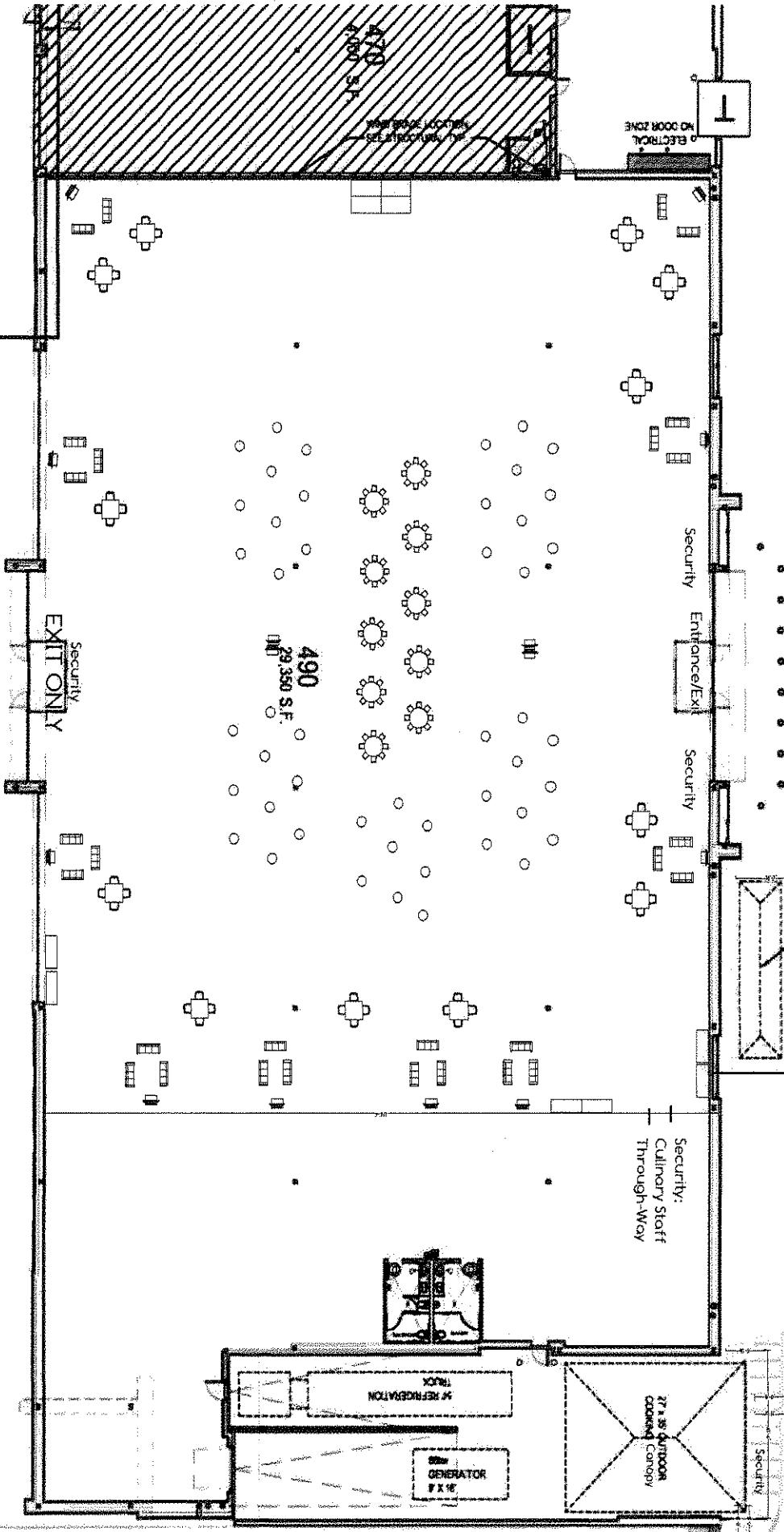
8. Phone Numbers: (602) 253-8188 ext 305 (602) 253-8188 ext 305 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (see A.R.S. 4-244(15) and (17) for legal hours of service)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>02/01/2015</u>	<u>Sunday</u>	<u>11am</u>	<u>4pm</u>
Day 2:	<u></u>	<u></u>	<u></u>	<u></u>
Day 3:	<u></u>	<u></u>	<u></u>	<u></u>
Day 4:	<u></u>	<u></u>	<u></u>	<u></u>
Day 5:	<u></u>	<u></u>	<u></u>	<u></u>
Day 6:	<u></u>	<u></u>	<u></u>	<u></u>
Day 7:	<u></u>	<u></u>	<u></u>	<u></u>
Day 8:	<u></u>	<u></u>	<u></u>	<u></u>
Day 9:	<u></u>	<u></u>	<u></u>	<u></u>
Day 10:	<u></u>	<u></u>	<u></u>	<u></u>

*Disabled individuals requiring special accommodations, please call (602) 542-9027

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked? ☐ YES ☒ NO (attach explanation if yes)



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Bob Cooper declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Bob Cooper Producing Artist Director 12/5/14 (602) 253-8188
(Signature) (Title/Position) (Date) (Phone #)

State of

Arizona
The foregoing instrument was acknowledged before me this 05 Day May 9, 2014 My Commission Expires 2014
Chelsea Fox
(Signature of NOTARY PUBLIC)

My Commission expires on: May 09, 2017
(Date)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Bob Cooper declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Bob Cooper State of Arizona Chelsea Fox
(Signature) (Title/Position) (Date) (Phone #)

The foregoing instrument was acknowledged before me this 05 Day May 9, 2014 My Commission Expires 2014
Chelsea Fox
(Signature of NOTARY PUBLIC)

My commission expires on: May 09, 2017
(Date)

You must obtain local government approval. City or County MUST recommend event and complete item #20. The local governing body may require additional applications to be completed and submitted 60 days in advance of the event. Additional licensing fees may also be required before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED ☐ DISAPPROVED BY: _____
(Title) (Date)

14-183

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 12-11-14

License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New license

Business Name: **Valley Youth Theatre**

Business Address: **807 N. 3rd Street (Event At Tanger Outlet 6800 N. 95th Ave Ste 490)**

Applicant/s Information

Name: **Cooper, Bobb**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 12/11/2013	Other Suites	New ownership call history beginning:
Liquor Related		5	
Vice Related			
Drug Related		1	
Fights / Assaults		4	
Robberies			
Burglary / Theft		148	
911 calls		1	
Trespassing		5	
Accidents		20	
Fraud / Forgery		12	
Threats		7	
Criminal damage		4	
Other non-criminal*		150	
Other criminal		4	
Total calls for service	N/A	361	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to Valley Youth Theatre and Bullseye Event Group.

Event is scheduled for 02-01-15 (Sun).

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Calls for Service are for all Suites that share the address.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

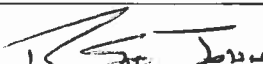
Date

Investigating Officer – M. Ervin

CID Lieutenant or Commander

Deputy City Attorney

Chief of Police or designee

_____	_____
_____	_____
_____	_____
	12-11-14



Legislation Description

File #: 15-016, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC CHURCH

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for St. Helen Catholic Church, submitted by Donald J. Gorny. The event will be held inside St. Helen's Social Center located at 5510 West Cholla Street on Saturday, February 7, 2015, from 6 p.m. to 11 p.m. The purpose of this special event liquor license is for a social.

Background Summary

St. Helen's Catholic Church is zoned R1-7 (Single Family Residential District) and located in the Sahuaro District. If this application is approved, the total number of days expended by this applicant will be one of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

The City of Glendale Development Services, Police, and Fire Departments have reviewed the application and determined that it meets all technical requirements.

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

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

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

Fee = \$25.00 per day, for 1-10 day events only
A service fee of \$25.00 will be charged for all dishonored checks (A.R.S. § 44-6852)

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: ST. HELEN PARISH

2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]

3. The organization is a: (check one box only)

☐ Charitable ☐ Fraternal (must have regular membership and in existence for over 5 years)

☐ Civic ☐ Political Party, Ballot Measure, or Campaign Committee

☒ Religious

4. What is the purpose of this event? SOCIAL

5. Location of the event: 5510 W. CHolla ST, GLENDALE, MARICOPA, 85304
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: GARY Donald J. [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: 5510 W. CHolla ST GLENDALE, AZ 85304
Street City State Zip

8. Phone Numbers: (623) 979-4202 () [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>2/7/2015</u>	<u>SAT</u>	<u>6:00 PM</u>	<u>11:00 PM</u>
Day 2:				
Day 3:				
Day 4:				
Day 5:				
Day 6:				
Day 7:				
Day 8:				
Day 9:				
Day 10:				

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
☐ YES ☒ NO (attach explanation if yes)
11. This organization has been issued a special event license for 1 days this year, including this event
(not to exceed 10 days per year).
12. Is the organization using the services of a promoter or other person to manage the event? ☐ YES ☒ NO
If yes, attach a copy of the agreement.

13. List all people and organizations who will receive the proceeds. Account for 100% of the proceeds.
**THE ORGANIZATION APPLYING MUST RECEIVE 25% of the gross revenues of
Alcoholic Beverage Sales.**

Name	Address	Percentage
ST. HELEN PARISH	5510 W. CHOLLA ST	100
GLENDALE, AZ	85304	

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

15. What security and control measures will you take to prevent violations of state liquor laws at this event?
(List type and number of security/police personnel and type of fencing or control barriers if applicable)

2 # Police ☐ Fencing
2 # Security personnel ☐ Barriers

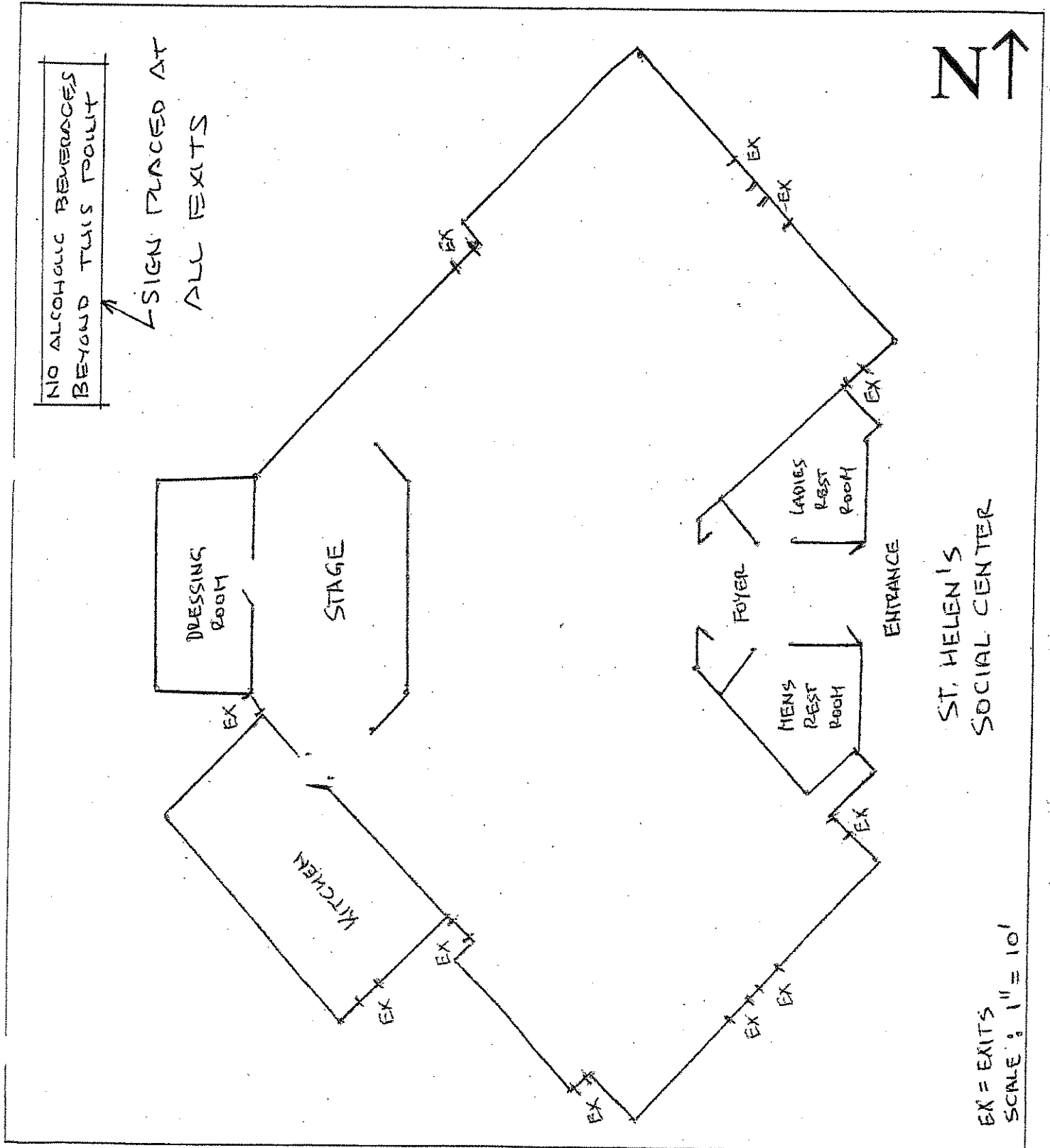
16. Is there an existing liquor license at the location where the special event is being held? ☐ YES ☒ NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? ☐ YES ☐ NO
(ATTACH COPY OF AGREEMENT)

Name of Business () Phone Number

17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

7
SPECIAL EVENT LICENSED PREMISES DIAGRAM
(This diagram must be completed with this application)

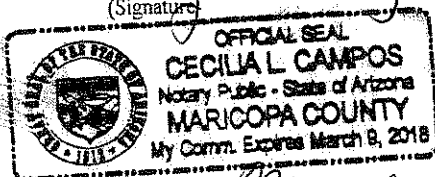
Special Event Diagram: (Show dimensions, serving areas, and label type of enclosure and security positions)
NOTE: Show nearest cross streets, highway, or road if location doesn't have an address.



THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, Donald J. Gorny, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event Liquor License.

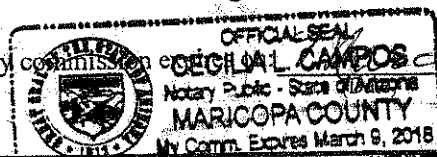
X Donald J. Gorny CHAIRPERSON 12/3/2014 623-930-0018
(Signature) (Title/Position) (Date) (Phone #)
State of Arizona County of Maricopa
The foregoing instrument was acknowledged before me this 3 December 2014
Day Month Year
My Commission expires on: March 9, 2018 Cecilia L. Campos
(Date) (Signature of NOTARY PUBLIC)



THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, Donald J. Gorny, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Donald J. Gorny State of Arizona County of Maricopa
(Signature) The foregoing instrument was acknowledged before me this 3 December 2014
Day Month Year
My Commission expires on: March 9, 2018 Cecilia L. Campos
(Date) (Signature of NOTARY PUBLIC)



You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
(Government Official) (Title)
on behalf of _____
(City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

(Employee) (Date)

☐ APPROVED

☐ DISAPPROVED

BY: _____

(Title)

(Date)

14-178

GLENDALE POLICE DEPARTMENT**Liquor Application Worksheet**Date: **12-10-14**License Type: **Series 15 Special Event (Temporary License)**

Definition: Allows a charitable, civic, fraternal, political or religious organization to sell and serve spirituous liquor for consumption only on the premises where the spirituous liquor is sold, and only for the period authorized on the license. This is a temporary license.

Application Type: **New License**

Definition: New License

Business Name: **St. Helen Catholic Church**Business Address: **5510 W. Cholla St.****Applicant/s Information**Name: **Gorny, Donald J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 12/10/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	1		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Other criminal			
Total calls for service	3	N/A	N/A

* Other non-criminal includes calls such as suspicious persons, juveniles disturbing and other information only reports that required Police response or phone call.

GLENDAL POLICE DEPARTMENT

Liquor Application Worksheet

Page 2 of 2

Applicant Background Synopsis:

All proceeds from this event go to the St. Helen Catholic Church.

Event is scheduled for 02-07-15 (Sat) (Social).

None of the listed applicant(s) have any known felony convictions within the past five years or any other known criminal history that would lead to police department recommendation for denial.

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>12-10-14</u>
CID Lieutenant or Commander	<u>R. S. Jones</u>	<u>12-11-14</u>
Deputy City Attorney	_____	_____
Chief of Police or designee	_____	_____



Legislation Description

File #: 15-026, Version: 1

POSITION RECLASSIFICATIONS

Staff Contact: Jim Brown, Director, Human Resources and Risk Management

Purpose and Recommended Action

This is a request for the City Council to authorize the City Manager to reclassify existing positions within the organization that have experienced a change in duties and/or responsibilities.

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2014-15 Budget. Human Resources Policy 301.II.A.2 states the following with regard to position reclassifications:

A position may be reclassified when the essential duties and responsibilities of the position change significantly through the addition or deletion of essential job functions. Positions may be reclassified to a higher or lower classification and pay range as a result of a job study. The decision made by the Human Resources Director is final. Classification decisions are not appealable or grievable.

- a. When a position is reclassified to a class in a higher pay range, the employee shall receive the same salary as before the reclassification, unless the employee's current salary is less than the minimum of the new range, in which case the employee will be placed at the minimum of the new range.
- b. If a position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the salary will be "red-lined," meaning that the employee will not be eligible for any additional increase in salary, including Merit, General Wage Increase or other adjustments, until the pay range maximum (through General Wage Increase) is once again higher than the actual salary.

Under previous management, reclassifications were considered to be under the administrative authority of the City Manager; however, moving forward, it has been determined that since this action creates a change to the Council approved Budget Schedule 9 which addresses jobs by titles and allocations, Council must be apprised of the change and vote to approve the position reclassifications as an amendment to Schedule 9 of the budget. This new process provides transparency for both the Council and the public with regard to the city's budget.

As the city moves forward, it is prudent to reassess the current structure and opportunities for realignment to better prepare the city for the future.

The Water Services Department has a need to reclassify a vacant PC Support Specialist II position to a PC Operator position. The PC Operator will provide support services to the Water Distribution, Wastewater Collection, and Storm Water divisions and will be one of three PC Operators dedicated to asset management in the department. This reclassification will support the department's responsibility to deliver high quality and uninterrupted water and sewer service by effectively managing current and new assets through their useful life cycle.

The Police Department has a Police Community Services Officer who has been performing the duties of a Police Property/Evidence Custodian since 2010. At that time, the City was addressing budgetary issues which resulted in employees within the department being placed into positions where work needed to be done, even if the work was not within the normal scope of the employee's classification. This reclassification is being done to place the employee into the proper classification for the work he has been doing since May, 2010.

Human Resources & Risk Management has identified a need to reclassify a vacant HR Coordinator position to a lower level HR Specialist position. The Coordinator position had been responsible for supervising the front desk person, records retention activities, entering data into the PeopleSoft System and a variety of other duties. Due to the requirements of the Affordable Care Act and other Federal Laws, the department has a need for a position which will provide entry level paraprofessional and analytical support for responding to, processing and tracking FMLA and other leave requests; coordinating and monitoring the Drug-Free Workplace and Drug and Alcohol Testing for Commercial Driver's License (CDL) holder's, Affordable Care Act monitoring and tracking, assistance with department budget preparation and monitoring as well as a variety of other analytical support functions throughout Human Resources.

Analysis

The Human Resources and Risk Management Department works closely with Department Directors in conducting job studies to determine whether a job requires reclassification. It is important that job descriptions accurately reflect the duties being performed by employees and that the job classification reflects the level of duties and responsibilities required of the position. This helps ensure that the City provides a clear understanding to employees of what their duties are, helps to identify the appropriate level within the organization the position holds and helps supervisors with directing and assessing the performance of employees. It also assists with any confusion that might arise between the City and employees as to the duties and responsibilities required of a position.

Previous Related Council Action

On June 10, 2014, Council approved the FY 2014-15 Budget which includes a listing of all approved positions in Schedule 9 of the Budget Book.

Council approved position reclassifications at the August 12, 2014 Council meeting.

Council approved position reclassifications at the October 14, 2014 Council meeting.

Council approved a position reclassification at the October 28, 2014 Council meeting.

Council approved position reclassifications at the December 18, 2014 Council meeting.

Community Benefit/Public Involvement

Ensuring that job descriptions appropriately reflect the duties being performed protect the city from potential litigation and help ensure that the citizens are receiving the appropriate level of services necessary.

Budget and Financial Impacts

Based on salary savings, there is no budget impact this fiscal year.

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Positions Recommended for Reclassification
January 13, 2015

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
0505	Water Services	2360	Water and Sewer	PC Support Specialist II	PC Operator	Review position as part of department restructuring.	1/24/2015	\$0.00
1637	Police	1000	General	Police Community Svcs Officer	Police Property/Evidence Custodian	Reorganizing to better address service demands within the department	1/24/2015	\$0.00
1119	Human Resources & Risk Management	1000	General	HR Coord	HR Specialist	Realign to better meet department needs.	1/24/2015	\$0.00



Legislation Description

File #: 15-003, **Version:** 1

AUTHORIZATION TO EXTEND AGREEMENT TERMS AND APPROVE EXPENDITURE OF FUNDS FOR PURCHASE OF COMMERCIAL WATER METERS AND REPLACEMENT PARTS FROM SENSUS USA INC.

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to extend the agreement terms and expenditure authorization for the two remaining annual extensions, for Sensus USA Inc. for the purchase of commercial water meters and replacement parts, as needed, in an amount not to exceed \$276,000 (\$138,000 annually for contract extensions 4 and 5).

Background

The city has over 61,700 water meters that serve residential and commercial customers. In addition, the city delivers water to contractors through the use of fire hydrant meters. Water meters and associated parts are necessary to maintain industry standards for new residential and commercial developments, and to maintain the citywide meter maintenance and replacement program.

Analysis

The products provided by Sensus USA Inc. are necessary to replace or repair commercial meters used throughout the city. The initial agreement term was for one year through November 8, 2011, with an option to extend the agreement annually for an additional five years. The first, second, and third extensions were approved administratively.

Previous Related Council Action

On November 9, 2010, Council approved the award of RFP #11-28 to Sensus USA Inc. for the purchase of water meters and associated parts.

Community Benefit/Public Involvement

Award of this bid and expenditure authorization will allow the department to maintain an adequate inventory of commercial meters and meter parts. Well maintained water meters enable the city to provide uninterrupted water delivery, and accurately track and measure water consumption for billing purposes.

Budget and Financial Impacts

Total expenditures are not to exceed \$276,000 for the remaining two extensions of this agreement. Funding

is available in the Fiscal Year 2014-15 Water Services operating budget below. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$138,000	2400-17300-524400, Meter Maintenance

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 4

ACCEPTANCE AGREEMENT
For City of Glendale Solicitation No. IFB 11-28

This Amendment to the IFB 11-28 Agreement is made this ____ day of _____, 2014 ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Sensus USA, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Contractor previously entered into an Acceptance Agreement, dated November 9, 2010 ("Agreement"); and
- B. City and Contractor previously amended the Agreement October 5, 2011, November 7, 2012, and September 5, 2013.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from November 9, 2014 through November 8, 2015, unless otherwise terminated or canceled as provided by the Agreement.
- 3. **Compensation.** Contractor's compensation is amended as of the Effective Date of this Amendment and Exhibit B of the original Agreement is amended as set forth in Exhibit B-Amendment No. 4, attached hereto.
- 4. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to December 17, 2014.

5. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE,
an Arizona municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Sensus USA, Inc.,
a Delaware corporation



By: Rob Joyce
Its: Regional Sales Manager

EXHIBIT B-AMENDMENT NO. 4

IFB 11-28

AMENDED COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

See attached.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$138,000 annually.

DETAILED PROJECT COMPENSATION

See attached.

IFB 11-28 AMENDMENT No. 4
EXHIBIT

Page 1

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com



QUOTATION

Your Quote Number: 25841
Reference: R2 & OMNI METER

Bill to Customer: 313081

Ship to Customer: 1

ATTENTION: ANTHONY WEATHERSBY
GLENDALE CITY OF
FINANCE DEPARTMENT
6210 W MYRTLE AVE STE 112
GLENDALE AZ 85301

USA

GLENDALE CITY OF
6210 W MYRTLE AVE
GLENDALE AZ 85301

Salesman: KUNKLE JON
Terms: NET 30 DAYS

Effective Date: 12/01/14
Expiration Date: 11/30/15

Line	Description	Quantity	U/M	US Dollar Unit Price
1	Part#: R11EXXXG8GTXX METER 1.5" OMNI R2 1,000 GALLON, 5WHL4A TOTAL 13" LAY LENGTH 25' SENSUS SUPPLIED ERT	1	EA	506.420
2	Part#: R21EXXXG8GTXX METER 2" OMNI R2 MAINCASE 1,000 GALLON, 5WHL4A TOTAL 25' SENSUS SUPPLIED ERT 17" LAY LENGTH	1	EA	691.530
3	Part#: R25EXXXG8GTXX MTR 2 OMNI R2 MNCS 10"LL ERT 1000G 5WHL4A TOTAL L/STRNR 25'ERT	1	EA	574.140
4	Part#: 5381696161015 4" LARGE PORTABLE TESTER W1250 RESETTABLE ELECTRONIC REGISTER GALLON PER MINUTE/GALLON W/ACCESSORIES, W/TEST CURVE	1	EA	8,146.440
5	Part#: T11EXXXG1GT0X METER 1-1/2" OMNI T2 TURBO MAINCASE 1000 GALLON, 5 WHEEL 4A 1 GALLON PULSE, TOTAL REG ID = MFG S/N W/25' SMS ERT INLINE CONNECTOR	1	EA	729.250

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a printed copy of the Terms of Sale.

450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 25841



US Dollar

Line	Description	Quantity	U/M	Unit Price
6	Part#: T21EXXXG1GT0X METER 2" OMNI T2 TURBO MAINCASE 1000 GALLON, 5 WHEEL 4A 1 GALLON PULSE, TOTAL REG ID = MFG S/N W/25' SMS ERT INLINE CONNECTOR	1	EA	856.220
7	Part#: T25EXXXG1GT0X MTR 2 OMNI T2 MNCS 10"LL ERT 1GAL PULSE 1,000G 5WHL4A TOTL REG ID = MFG S/N	1	EA	856.220
8	Part#: T31EXXXG1GT0X METER 3" OMNI T2 TURBO MAINCASE 1000 GALLON, 5 WHEEL 4A 1 GALLON PULSE, TOTAL REG ID = MFG S/N W/25' SMS ERT INLINE CONNECTOR	1	EA	1,055.330
9	Part#: T41EXXXG1GT0X MTR 4 OMNI T2 MNCS/TURB ERT 10GAL PULSE 10,000G 5WHL4A TOT 25'ERT	1	EA	2,009.860
10	Part#: T61EXXXG1GT0X MTR 6 OMNI T2 MNCS/TURB ERT 10G PULSE 10000G 5WHL4A TOTAL REG ID = MFG S/N 25'ERT	1	EA	3,580.620
11	Part#: C33EXXXG1GT0X MTR 3 OMNI C2 MNCS/COMP ERT 1GAL PULSE 1000G 5WHL4A TOTAL 25'ERT REG ID = MFG S/N	1	EA	1,503.820
12	Part#: C43EXXXG1DT0X METER 4" OMNI C2 COMPOUND MAINCASE 10 GALLON PULSE 1,000 GALLON, 6WHL3A TOTAL 25' SENSUS SUPPLIED ERT	1	EA	2,577.100

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450 North Gallatin Avenue
P.O. Box 487
Uniontown, PA 15221 USA

1-800-MeterIt
1-800-638-3748
www.sensus.com

Your Quote Number: 25841

SENSUS

US Dollar

Line	Description	Quantity	U/M	Unit Price
13	Part#: C63EXXXG1DT0X METER 6" OMNI C2 COMPOUND MAINCASE 10 GALLON PULSE 1,000 GALLON,6WHL3A TOTAL 25' SENSUS SUPPLIED ERT	1	EA	4,417.020

4 WEEK LEAD TIME ON ALL 1-1/2" AND 2" OMNI R2
METERS

FULL FREIGHT ALLOWED ON ORDERS OF \$7500 NET
FOB SHIPPING POINT

REPLACES OLD QUOTE 21885

IF MODIFICATIONS IN METER MATERIALS OR PROCESSING ARE REQUIRED TO MEET
NEW REGULATIONS, THE PRICING SUBMITTED IS SUBJECT TO IMMEDIATE CHANGE
Thank you for your interest in quality products by Sensus.

Current as of: 10/02/14

Correspondence:

SENSUS

16333 ALIPAZ COURT
SAN DIEGO, CA 92127

Purchase Orders:

SENSUS

PO BOX 487

UNIONTOWN, PA 15401

PHONE: 800-METER-IT
800-638-3748

ROB JOYCE

Regional Sales Manager

This Quotation is an offer to sell which includes and is subject to the Sensus Metering Systems Terms of Sale available for viewing and
downloading at <http://www.sensus.com/tc> Please contact Customer Service at 1-800-638-3748 if you are unable to access this site and require a
printed copy of the Terms of Sale.



Legislation Description

File #: 15-006, Version: 1

AWARD OF RFP 15-25, AUTHORIZATION TO ENTER INTO AN AGREEMENT, AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE HYDROGEN PEROXIDE FROM U.S. PEROXIDE, LLC

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award the RFP 15-25, authorize the City Manager to enter into an agreement, and approve expenditure of funds for the purchase of hydrogen peroxide supply, service and maintenance from U.S. Peroxide, LLC in an amount not to exceed \$7,136,500 (\$2,854,600 for the initial two-year term and \$1,427,300 for each three one-year extensions).

Background

Glendale has 707 miles of sewer lines ranging in size from 6 inches to 54 inches in diameter. These sewer lines are designed to collect wastewater from residences and businesses, and convey it to the three reclamation and treatment plants in an environmentally safe manner that ensures continued compliance with all federal and state regulatory requirements. Within the collection system, there are eight odor control stations. Glendale infuses hydrogen peroxide at these stations as a means to control odor and reduce corrosion in the wastewater collection system.

Analysis

The city's Materials Management Division and Water Services Department developed the solicitation requirements for the purchase of hydrogen peroxide supply, service and maintenance. A Request for Proposal (RFP) was opened on October 27, 2014 and one response was received. An evaluation panel reviewed the response and concurred, U.S. Peroxide, LLC submitted the lowest responsive, responsible proposal.

Previous Related Council Action

On October 28, 2014, Council authorized the City Manager to extend the agreement terms for the remaining extension and approved expenditure of funds with U.S. Peroxide, LLC for the purchase of hydrogen peroxide.

On December 8, 2009, Council approved the award of RFP 09-27 to U.S. Peroxide, LLC for the purchase of hydrogen peroxide.

Community Benefit/Public Involvement

The odor control program enhances the quality of the environment by reducing corrosion within the wastewater collection system and nuisance odors within the community.

Budget and Financial Impacts

Funding for the remainder of the year in the amount of \$947,300 is available in the Water Services FY 2014-15 operating budget. Funding for the remainder of the initial two-year term in the amount of \$1,907,300 and the three one-year extensions in the amount of \$1,427,300 each year is contingent upon Council approval of the fiscal year operating budgets.

Cost	Fund-Department-Account
\$947,300	2420-17630-524600, Wastewater Collection

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
Hydrogen Peroxide Supply, Service, and Maintenance
City of Glendale Solicitation No. RFP 15-25**

This Agreement for hydrogen peroxide supply, service, and maintenance ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and U.S. Peroxide, LLC, a limited liability company, authorized to do business in Arizona, (the "Contractor"), as of the _____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. 15-25 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

In consideration of the Recitals, which are confirmed as true and correct and incorporated by this reference, the mutual promises and covenants contained in this Agreement, and other good and valuable consideration, City and Contractor agree as follows:

1. Key Personnel; Sub-contractors.

- 1.1 Services. Contractor will provide all services necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors or consultants, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's option, complete the Project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement;
 - (2) The City must approve the designated Project Manager; and
 - (3) To assure the Project schedule is met, Project Manager may be required to devote no less than a specific amount of time as set out in Exhibit A.
 - b. Project Team.
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.
 - c. Discharge, Reassign, Replacement.
 - (1) Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in the response to the Project's solicitation.

- (2) Contractor will not discharge, reassign or replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.
- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

- (1) Contractor may engage specific technical contractor (each a "Sub-contractor") to furnish certain service functions.
- (2) Contractor will remain fully responsible for Sub-contractor's services.
- (3) Sub-contractors must be approved by the City, unless the Sub-contractor was previously mentioned in the response to the solicitation.
- (4) Contractor shall certify by letter that contracts with Sub-contractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Contractor's Work.**

3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Contractor warrants that:

- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
- b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.

3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for services furnished, Contractor grants to City, and will cause its Sub-contractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Contractor warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Contractor will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Contractor, the City agrees to indemnify and hold Contractor harmless from any claim arising out of the Work Product.
 - (3) In such case, City shall also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed the unit cost and total cost limitations, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.

- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Contractor and its Sub-contractors; and
 - (2) Unconditional waivers and releases on final payment from Sub-contractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 30 days following the date of delivery.

- a. Contractor will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
- b. Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.

6.2 For Cause. City may terminate this Agreement for cause if Contractor fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Contractor will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Contractor for Service and Repair furnished, City will pay the amount due to Contractor, less City's damages, in accordance with the provision of § 5.
- b. If City's direct damages exceed amounts otherwise due to Contractor, Contractor must pay the difference to City immediately upon demand; however, Contractor will not be subject to consequential damages of more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. Conflict. Contractor acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. Insurance.

8.1 Requirements. Contractor must obtain and maintain the following insurance ("Required Insurance"):

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance

coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

b. General Liability.

- (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$4,000,000 annual aggregate for each property damage and contractual property damage.
- (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
- (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
- (4) These limits may be met through a combination of primary and excess liability coverage.

c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.

d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:

- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
- (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
- (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.

f. Certificates of Insurance.

- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
- (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

g. Other Contractors or Vendors.

- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.

- (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

- a. Contractor must also cause its Sub-contractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Sub-contractor if City is satisfied the amounts required are not commercially available to the Sub-contractor and the insurance the Sub-contractor does have is appropriate for the Sub-contractor's work under this Agreement.
- c. Contractor and Sub-contractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.
- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Foreign Prohibitions. Contractor certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.*, that it does not have, and during the term of this Agreement will not have, "scrutinized" business operations, as defined in the preceding statutes, in the countries of Sudan or Iran.

11. Notices.

- 11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:
- a. The Notice is in writing; and
 - b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 Representatives.

- a. Contractor. Contractor's representative (the "Contractor's Representative") authorized to act on Contractor's behalf with respect to the Project, and his or her address for Notice delivery is:

U.S. Peroxide, LLC
c/o Andrew Nangano
900 Circle 75 Parkway, Suite 1330
Atlanta, GA 30339

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Mark Fortkamp
7070 W Northern Avenue
Glendale, Arizona 85301
623-930-4177

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.

- d. Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

12. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.

13. **Entire Agreement; Survival; Counterparts; Signatures.**

13.1 Integration. This Agreement contains, except as stated below, the entire agreement between City and Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums

and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 **Interpretation.**

- a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
- b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
- c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

13.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.

13.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

13.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.

13.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be deemed reformed to conform to applicable law.

13.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

14. **Term.** The term of this Agreement commences upon the effective date and continues for a two (2) year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional three (3) years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

15. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Contractor and City will be resolved in accordance with Exhibit C. The final determination will be made by the City.

16. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement as of the effective date shown above.

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

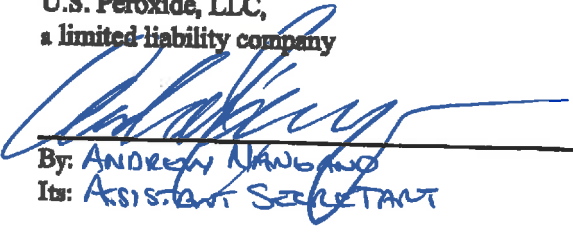
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

U.S. Peroxide, LLC,
a limited liability company



By: ANDREW N. NUNGUND
Its: ASSISTANT SECRETARY

EXHIBIT A

RFP 15-25

PROJECT

[See attached]

EXHIBIT A

SECTION ONE SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-25 HYDROGEN PEROXIDE SUPPLY, SERVICE AND MAINTENANCE

1.1 INTRODUCTION

1.1.1 It is the intent of the City of Glendale, Arizona, to establish a term contract for the purchase, delivery, service and maintenance of 27% Hydrogen Peroxide on an "as needed" basis. The City uses Hydrogen Peroxide to reduce sewer odors and sewer system corrosion at eight selected sites throughout the City.

1.1.2 The resulting agreement is a full service contract providing the products and services as well as provide for all materials in this contract. Unit pricing shall include the cost of freight and all other associated direct or indirect costs, except taxes.

1.1.3 COMPLY YES/NO

Offerors must complete each Specification item with a YES or NO response. Failure to respond to the spaces provided will be construed to mean that the Offeror proposes to offer the exact product or service as described. A NO response shall indicate that the item will not be supplied as specified. A written explanation must be submitted referencing the specific paragraph number and adequately defining the exception submitted. Detailed product brochures and/or technical literature may be submitted with the proposal to ensure a fair evaluation by the City. The City reserves the right to make the final determination of the Offeror's compliance with Specifications.

1.2 GENERAL SPECIFICATIONS

1.2.1 Contractor shall maintain an adequate supply of 27% Hydrogen Peroxide to support the City's ongoing need for this chemical. The Contractor should utilize their own equipment in the delivery and performance of services and maintenance.

COMPLY: YES X NO _____

1.2.2 The Contractor shall provide eight (8) new 3,000 gallon double-walled storage and dosing units. All storage, piping and pumps must be compatible with 27% hydrogen peroxide. Each dosing unit shall have at least two (2) metering pumps. Each pump shall be capable of matching diurnal dosing patterns. The eight (8) sites are located as follows:

1.2.2.1 North 83rd Avenue Lift Station;

1.2.2.2 Arrowhead Ranch Water Reclamation Facility;

1.2.2.3 Acoma Road Well Site;

1.2.2.4 North 67th Avenue Lift Station;

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-25
HYDROGEN PEROXIDE SUPPLY, SERVICE AND MAINTENANCE

1.2.2.5 Hillcrest Ranch Booster Station;

1.2.2.6 North 71st Avenue Dosing Site;

1.2.2.7 Zone 4 Reservoir;

1.2.2.8 North 95th Avenue Dosing Station.

COMPLY: YES ☒ NO ☐

1.2.3 The Contractor shall provide all maintenance required at each site and to maintain dosing levels to meet treatment objectives.

COMPLY: YES ☒ NO ☐

1.2.4 The Contractor shall allocate a minimum of 90-man days per year of service to the City to ensure satisfactory service and maintenance levels.

COMPLY: YES ☒ NO ☐

1.2.5 The Contractor shall provide onsite inspection at a minimum of twice a month. Onsite inspection, shall include but not limited to, liquid sampling, optimization of the dosing modules to be adjusted to maintain dissolved sulfide levels below 0.5mg/L at compliance points designated by the City. Sampling shall include dissolved and total sulfides temperature, pH, and residual peroxide. The Contractor shall ensure that no leaks are detected at any site.

COMPLY: YES ☒ NO ☐

1.2.6 Storage tank levels and metering pump on/off status shall be monitored by a remote telemetry system.

COMPLY: YES ☒ NO ☐

1.2.7 The Contractor shall provide monthly vapor phase hydrogen sulfide readings using a hydrogen sulfide monitor capable of data logging at multiple sites to be designated by the City.

COMPLY: YES ☒ NO ☐

1.2.8 The Contractor shall provide a monthly service report, indicating hydrogen peroxide dosing levels, daily peroxide usage, peroxide deliveries including quantities as invoiced, liquid phase sampling data and vapor phase sulfide sampling data. The report shall be delivered no later than the 20th day of the month following the reported month.

COMPLY: YES ☒ NO ☐

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-25
HYDROGEN PEROXIDE SUPPLY, SERVICE AND MAINTENANCE

- 1.2.9 The Contractor shall provide assistance to the City's Plant Maintenance, Collection and Engineering Departments as required.
COMPLY: YES X NO _____
- 1.2.10 The Contractor shall consult and cooperate with the City's Engineering Department and Wastewater Collection Division with regards to the placement and design of dosing lines and site preparation.
COMPLY: YES X NO _____
- 1.2.11 The Contractor shall provide annual safety training to all designated City personnel. The Contractor shall have the capability of training City staff on sampling, monitoring and operations.
COMPLY: YES X NO _____
- 1.2.12 The Contractor should have a terminal within Maricopa County to supply 27% Hydrogen Peroxide. The terminal should have permanent fixed storage tanks to ensure adequate and reliable inventory at all times.
COMPLY: YES X NO _____
- 1.2.13 The Contractor shall have a minimum of five (5) years experience with sulfide control.
COMPLY: YES X NO _____
- 1.2.14 The Contractor shall be capable of providing the City with alternate liquid phase treatment technologies to supplement the hydrogen peroxide treatment if necessary.
COMPLY: YES X NO _____
- 1.2.15 During the term of this contract, additional tanks or tanks of various sizes may be required. Each dosing site shall be provided with a dosing module with a minimum of two metering pumps. The primary pump shall have profiling capabilities to adjust to diurnal dosing patterns. A control panel capable of controlling the pump profile and containing the necessary remote telemetry equipment for operation and inventory management. Contractor shall provide internet customer access to inventory control and daily usage. All construction materials used shall be compatible with hydrogen peroxide.
COMPLY: YES X NO _____
- 1.2.16 The Contractor shall be capable of providing four (4) hour emergency response times at all times.
COMPLY: YES X NO _____
- 1.2.17 The Contractor shall use equipment that are in good working condition when servicing and maintaining City sites.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management

Solicitation Number: RFP 15-25
HYDROGEN PEROXIDE SUPPLY, SERVICE AND MAINTENANCE

COMPLY: YES ☒ NO ☐

- 1.2.18 The Contractor's delivery trucks should be designed for delivery of hydrogen peroxide (stainless steel construction) and must meet DOT and industrial standards.

COMPLY: YES ☒ NO ☐

- 1.2.19 The Contractor shall be responsible for the clean-up and any reports required for any contamination or spillage resulting from the delivery and unloading hydrogen peroxide.

COMPLY: YES ☒ NO ☐

- 1.2.20 Each dosing site shall have an eye wash and shower station.

COMPLY: YES ☒ NO ☐

- 1.2.21 Each site shall have emergency phone numbers, placards and MSDS signs posted.

COMPLY: YES ☒ NO ☐

- 1.2.22 The Stadium site shall have telemetry capabilities that can be tied into the City's control center.

COMPLY: YES ☒ NO ☐

- 1.2.23 The Contractor's contract representative should be available to meet with the City twice a month to discuss contractual requirements and resolve operational issues.

COMPLY: YES ☒ NO ☐

EXHIBIT B
RFP 15-25
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor shall bill the City for the gallons delivered at the unit cost per gallon no less frequently than once a month. Invoice shall include documentaion of the amounts delivered to each station and the certification of the product specifications.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed the unit cost per gallon as set forth below plus applicable taxes.

DETAILED PROJECT COMPENSATION

Initial Agreement period unit cost is \$2.039 per gallon.

The actual number of gallons and frequency of deliveries required shall be on an as needed basis determined by the City.

Price adjustment to the unit cost per gallon may only be approved during the thirty (30) days prior to the renewal Agreement period.

The total amount paid under this Agreement during the initial period shall not exceed the amount of \$2,854,600, and during any renewal period, shall not exceed the amount of \$1,427, 300.

EXHIBIT C

RFP 15-25

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 10 years experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
- 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



RFP 15-25
HYDROGEN PEROXIDE SUPPLY, SERVICE & MAINTENANCE
PRICE SHEET

				U.S. PEROXIDE, LLC	
Item No.	Estimated Qty (A)	Unit of Measure	Description	Unit Price (B)	Unit of Measure (A X B)
5.1	700,000	Gallons	Price Per Gallon for 27% Hydrogen Peroxide The Unit Price represents the total price including, shipping and supply of hydrogen peroxide, service, equipment, support, maintenance, training, fuel, insurance and any other associated direct or indirect costs for all dosing stations (except taxes).	\$2.039	\$1,427,300.00
GRAND TOTAL (Item No. 5.1)					\$1,427,300.00
Lowest Cost Proposal					\$1,427,300.00
Maximum Points= 400					400
Awarded Points (Lowest Cost proposal / Proposal X Maximum Points)					400



Legislation Description

File #: 15-011, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK WITH ACHEN-GARDNER CONSTRUCTION, LLC, FOR THE CONSTRUCTION PHASE OF THE ZONE 3 WATER LINE IMPROVEMENTS NEAR DEER VALLEY ROAD AND 67th AVENUE

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Manager at Risk (CMAR) Agreement with Achen-Gardner Construction LLC, which contains a guaranteed maximum price (GMP) to provide construction services for the Zone 3 water distribution system modifications near Deer Valley Road and 67th Avenue in an amount not to exceed \$1,761,057.71.

Background

The City's water distribution system is an array of waterlines, valves, fire hydrants and pump stations and is configured into four (4) pressure zones to maximize delivery service to our customers. Zone 3 is the primary service area for Pyramid Peak Water Treatment Plant (PPWTP).

The Hillcrest Ranch Booster Pump Station (HRBPS) near the intersection of 67th Avenue and Deer Valley Road serves to pump water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off line or at a reduced capacity. This project will modify the water distribution system to improve the pumping ability of the HRBPS to better serve water to Zone 3.

Analysis

Moving water through the city's distribution system is a key component in ensuring uninterrupted service and reliability. This project will improve the redundancy of the system and enhance the current water supply delivery by giving us improved capability to move water from pressure Zone 2 into pressure Zone 3.

A Request for Qualifications was issued in March 2014 by the Engineering Department to provide design phase services for the Deer Valley and 67th Avenue Waterline Improvement project. Six (6) firms' submitted qualifications and Achen-Gardner was determined to be the most qualified.

Achen-Gardner has completed the design phase services for the project and submitted the GMP for the construction phase of the project which is being brought forward to Council for approval.

Previous Related Council Action

On June 10, 2014, Council approved a Construction Manager at Risk (CMAR) agreement with Achen-Gardner

Construction, LLC for design phase services during the final design phase with Wilson Engineers.

On April 22, 2014, Council approved a Professional Services Agreement with Wilson Engineers, LLC, to provide design and construction administration services for waterline improvements located near Deer Valley Road and 67th Avenue.

Community Benefit/Public Involvement

This waterline improvement project will benefit the community by maintaining an uninterrupted water supply and enhance the reliability in the Zone 3 water service area.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$1,761,057.71	2400-61049-550800, Zone Three Water Supply Imp.

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CITY OF GLENDALE
CONSTRUCTION MANAGER AT RISK AGREEMENT

Project: Deer Valley Road & 67th Avenue Waterline Improvements

Project No.: 121328

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CONSTRUCTION MANAGER AT RISK AGREEMENT

This Construction Manager at Risk Agreement (this "Agreement") is made by and between the City of Glendale, an Arizona municipal corporation ("City"), and Achen-Gardner Construction, LLC (AGC), an Arizona Limited Liability Company corporation, authorized to do business in the State of Arizona ("CMAR").

RECITALS

- A. City is undertaking the design and construction of a public works project, as described in detail in **Exhibit A**, to benefit its citizens and visitors and the region generally (the "Project").
- B. City has engaged Wilson Engineers, LLC to prepare design, programs, budgets, and other criteria for the project (the "Design Documents").
- C. CMAR's Statement of Qualifications ("SOQ") was submitted in response to the City's Request for Qualifications dated March 2014. CMAR was selected by a qualification-based process in accordance with Title 34 of the Arizona Revised Statutes.
- D. City will engage CMAR under the terms of this Agreement to manage and be responsible for the timely and proper construction and commissioning of the fully completed and functional Project (the "Work").

AGREEMENT

City, subject to the terms and conditions of this Agreement, hereby engages CMAR to construct the Project. CMAR accepts this engagement as provided herein. Therefore, City and CMAR agree as follows:

1. **Definitions.** For the purposes of this Contract, the following words and terms shall have the respective meanings set forth below. All other words shall be given their ordinary and common usage, unless otherwise noted.
 - a. **"Change Directive"** means a written directive issued by City specifying the required Change, together with City's determination of the corresponding adjustment (if any) in the Contract Sum and/or Contract Times.
 - b. **"Change Order"** means a written amendment to this Agreement, executed on behalf of City and CMAR that specifies the Change, and the adjustment to the Contract Sum and/or Contract Times.
 - c. **"Construction Documents"** means those stamped and sealed documents containing all of the elements required in this Agreement and prepared by a registered design professional in connection with the Work that have been accepted by both CMAR and City and approved and released for construction by the applicable governmental permitting authorities.
 - d. **"Construction Materials"** means all fixtures, materials, and supplies provided for incorporation in the Project.
 - e. **"Project Documents"** include:
 - (A) this Agreement and any amendments,
 - (B) Design Documents,
 - (C) Construction Documents,
 - (D) any Change Orders, Change Directives, or Field Orders,
 - (E) Notice to Proceed,
 - (F) Project related specifications and drawings,

- (G) permits,
 - (H) FFE Procurement Schedules,
 - (I) provisions of the required bonds and insurance policies, and
 - (J) other documents identified in **Exhibit A**.
- f. **"Construction Services"** means all procurement and construction services of every kind and description, including all construction services, expertise, labor, materials, equipment, tools, utilities, supervision, coordination, scheduling, permitting, shop drawings, transportation, insurance, testing, inspection, procurement, installation and other facilities and services of every kind and description, and calculations incidental and required in connection therewith and as further described in **Exhibit A**.
- g. **"Excusable Delay"** means a delay that the City determines has or will cause the Project Schedule not to be met as a result of an event that is not attributable in any manner to CMAR's actions or inactions, or attributable in any manner to the actions or inactions of any entity under CMAR's control or direction, and cannot be avoided or mitigated by CMAR's best efforts. A Force Majeure, as defined in Section 6.7 herein, would constitute an Excusable Delay.
- h. **"FFE"** means the furniture, fixtures, and moveable equipment and other items of Work that are required for the completed Project. City may distinguish between furniture, fixtures, and moveable equipment that will be provided by City outside CMAR's scope and that which CMAR will provide as a part of this Agreement.
- i. **"Final Completion"** means the date when all of the following have occurred:
- (A) All punch list items have been completed to the satisfaction of the governmental permitting authority;
 - (B) A permanent certificate of occupancy has been secured;
 - (C) The Architect of Record has accepted the Project and submitted the property Certificate of Final Completion to City; and
 - (D) City has accepted the Project.
- j. **"Hazardous Substance"** means any element, compound, mixture, solution, particle or substance which is or may become dangerous, or harmful to the health and welfare of life or the physical environment if not used, stored or disposed of in accordance with applicable law, such as, but not limited to, explosives, petroleum products, radioactive materials, hazardous wastes, toxic substances and related materials, and including without limitation: (1) any substance or material included within the definitions of "hazardous substances," "hazardous wastes," "special wastes," "regulated substances," "Hazardous Substances," "toxic substances," "hazardous pollutants" or "toxic pollutants" in any of the Resource Conservation and Recovery Act, 42 U.S.C. § 9601, the Comprehensive Environmental Response, Compensation and Liability Act of 1980, 42 U.S.C. 6901, the Toxic Substances Control Act, the Clean Air Act and/or the Clean Water Act, as the foregoing may be amended from time to time, or any regulations promulgated thereunder, and any analogous state, local or other governmental laws, rules or regulations; (2) any "PCBs" or "PCB items," as defined in 40 CFR § 761.3; and (3) any "asbestos," as defined in 40 CFR § 763.63.
- k. **"Subcontractor"** means any person or entity, including materialmen, that has a direct contract with CMAR to furnish any element of the Work. The prime contractor of CMAR is not a subcontractor.

- l. **"Substantial Completion"** of the Work means the date when all of the following have occurred:
 - (A) The Work is approved by City and deemed by the City to be substantially complete;
 - (B) The applicable permitting authorities have each issued its respective written approval(s) of the Work as being sufficiently complete so that it may lawfully be occupied by City for City's intended use;
 - (C) The Architect of Record has accepted the Project and submitted the property Certificate of Substantial Completion to City certifying that the work is substantially complete; and
 - (D) Subject only to specified punch list items.
- m. **"Supplier"** means any entity, except the CMAR and a direct Subcontractor of the CMAR, that is contracted to furnish any labor, equipment, professional services, Construction Materials or other goods or services to accomplish or complete the Work required in this Agreement.
- n. **"Vendor"** means a Subcontractor or Supplier who sells, but does not attach or install Construction Materials that are not specially manufactured or fabricated for the Project.
- o. **"Withholding"** means the amount of each Progress Payment, Final Payment, or other amount otherwise payable to CMAR will be reduced for the reasons provided in this Agreement.
- p. **"Work"** means that activity required for the timely, cost-effective, and proper design, engineering, construction, implementation and commission of the Project. Work includes, and is the result of, CMAR performing, furnishing, and incorporating as necessary all labor, materials, and equipment into the construction of the Project, and CMAR performing, furnishing, or making provision for the services and documents required by this Agreement, including and Project documents, which are incorporated hereto by reference.
- q. **"Work Product"** means the documents generated by CMAR and its Supplier(s), including, but not limited to, all preliminary and completed evaluations, programs, reports, drawings, plans, operational documents or other work product in any media or form that CMAR and its Supplier(s) generate, or arrange for, in connection with the Project, together with the design of the buildings and structures embodied within them, and all items and matters included within the definition of "architectural work" as provided in 17 U.S.C. § 101.

2. **Construction Services.**

2.1 **CMAR Obligation.**

- (A) CMAR will furnish all Construction Services, including those further described in **Exhibit A**, that are necessary for the Project's timely and proper construction, completion, and use by City.
- (B) Construction Services includes the completion of every improvement depicted, required by or reasonably inferable from any portion of the Project Documents.

3. **Representatives and Key Personnel.**

3.1 CMAR Representative.

- (A) Responsibilities. CMAR's Representative is authorized to act on CMAR's behalf and may not be discharged, replaced or have diminished responsibilities on the Project without City's prior consent, which may not be unreasonably withheld.
- (B) Address. CMAR's Representative address for Notice, as required in this Agreement, is:

Daniel J. Spitz, P.E.
Achen-Gardner Construction, LLC
550 S. 79th Street
Chandler, AZ 85226

3.2 City's Representative.

- (A) Designation of City Representative. City's Representative is authorized to act on City's behalf, whose address for Notice, as required in this Agreement, is:

Bill Passmore
Principal Engineer
City of Glendale
5850 W. Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copies to:

City Attorney
City of Glendale
City Attorney's Office
5850 W. Glendale Avenue, Suite 450
Glendale, Arizona 85301
- (B) Concurrent Notices.
 - (1) Except to the extent otherwise directed to CMAR in writing, all Notices to City's Representative must be given concurrently to the Project Coordinator and City Attorney.
 - (2) Notices are not considered received by City's Representative until the time that it has also been received by the Project Coordinator and City Attorney.
- (C) Construction Administration Project Manager. The Construction Administration representative (the "Project Manager") with authority to act for the Construction Administration Firm for the Project whose information for Notices is:

Stephen M. Todd, P.E.
Wilson Engineers, LLC
9633 S. 48th Street, Suite 290
Phoenix, AZ 85044
Email: steve.todd@wilson-engineers.com

3.3 Key Personnel.

- (A) Employment of Key Personnel. CMAR and its Subcontractors will employ key personnel in connection with the Work, in categories of persons identified in **Exhibit B** (collectively, "Key Personnel") and each of whom will be acceptable to and approved by City.
- (B) Approval of Key Personnel.
 - (1) All personnel listed in CMAR's SOQ will be assigned to the Project and will be dedicated to performing work on the Project at not less than the frequency or amount of time identified in the SOQ.
 - (2) Prior to the commencement of the Work, CMAR must deliver to City a written proposal identifying the names, duties and titles, and attaching the resumes of each person who CMAR proposes as the Key Personnel.
 - (3) Except for those Key Personnel identified in the SOQ, City will have the right to disapprove CMAR's choice of any Key Personnel, provided City does so by giving written notice to CMAR.
 - (4) If City disapproves any of CMAR's proposed Key Personnel, CMAR must provide City with the name and qualifications of proposed alternates and the procedure will continue until a complement of Key Personnel who meet with City's approval is selected.
 - (5) Each Key Personnel will remain assigned to the Project throughout the Project's duration; and
 - (6) As long as each Key Personnel remains employed by CMAR or its Subcontractors, he or she must not be discharged, reassigned, replaced, or have his or her responsibility diminished without City's prior written consent.

4. Documents.

4.1 CMAR Documents. CMAR represents that it has carefully examined, has had the opportunity to object to, and had the opportunity to obtain limitations to the Solicitation during the RFQ process, and fully understands this Agreement, including CMAR Documents and all other items, conditions, and things that may affect the performance of its obligations. Such items or conditions may include, but are not limited to, the nature or local field conditions of the Project Site that are observable to CMAR without intrusive inspection, or are documented in any environmental reports, surveys and other information regarding the Site that City has furnished to CMAR.

4.2 Design Documents. City will furnish the Design Documents with the understanding that CMAR may rely upon it to the extent CMAR's reliance is reasonable.

- (A) CMAR must consider the Design Documents in agreeing to the Guaranteed Maximum Price (as required by Section 5 of this Agreement).
- (B) CMAR hereby waives all claims, demands or requirements for extras or changes to the Work or the Guaranteed Maximum Price based on facts related to the Site that were discoverable by CMAR prior to the Effective Date of this Agreement.

4.3 Work Product Formatting. Any drawings created by CMAR, its Subcontractors, or its Supplier(s) will be generated and furnished to City in hardcopy and in freely modifiable AutoCAD format, as City may reasonably request.

4.4 Intellectual Property Rights Assignment. CMAR hereby irrevocably conveys and assigns to City the exclusive Ownership of, and copyright in, any Work Product that is generated by CMAR, its Subcontractors, and its Supplier(s) in connection with the Project, together with all copyright renewals and extensions and the right to reproduce, publish, modify, and create and publish derivative works from the Work Product.

(A) Use of Intellectual Property. CMAR warrants that it, its Subcontractors, and its Supplier(s) will not utilize any of the Work Product in connection with any other project without City's prior written consent, which may not be unreasonably withheld but which may be denied to the extent the requested use is for the other project and involves any unique or signature elements of the Project.

(B) Non-Infringement. CMAR further warrants to City that all Work Product generated or arranged for by CMAR, its Subcontractors, and its Supplier(s) in connection with the Project, and CMAR's conveyance and assignment to City of the ownership of, and copyrights in, the Work Product and/or copyrights in them, as provided in this section, will not infringe on the copyrights or another party's contractual or proprietary interests.

(C) CMAR will include provisions equivalent to the provision(s) contained in this Section 4 of this Agreement in each of CMAR's subcontracts and third party agreements with its Suppliers.

5. Guaranteed Maximum Price. The maximum amount for completion of the Work as required by the Design Documents will be the Guaranteed Maximum Price ("GMP").

5.1 GMP Elements. The GMP will incorporate into one amount::

- (A) All CMAR's direct and indirect costs and expenses incurred in connection with the Work, whether at the home office, Site, or elsewhere;
- (B) The cost of all construction, construction materials, engineering services, architectural services, geotechnical services, transportation costs, labor, supplies, services, equipment and other elements necessary for the Project's proper and timely completion;
- (C) All profit, home office overhead, job site overhead, wages, salaries and fringe benefits paid to supervisory and other employees and representatives;
- (D) Job trailer rental, utilities, telephone, and other related expenses;
- (E) Printing;
- (F) Long distance charges;
- (G) Deliveries;
- (H) Transportation;
- (I) Insurance, as allowed in Section 31 of this Agreement;
- (J) Bonds, as allowed in Section 31 of this Agreement;
- (K) All building permit costs and fees required by any federal, state or local governmental entity;

- (L) All federal, state and local taxes imposed on labor, construction materials, equipment and services furnished, including transaction privilege, excise, sales, use, personal property and similar taxes, as allowed in Section 7.4 of this Agreement; and
- (M) All other general and administrative expenses incurred in connection with the Work.

5.2 Insurance and Bond Premiums. CMAR's Reimbursable Construction Insurance and Bond Premiums are the amounts equal to the premiums CMAR is required to pay to secure:

- (A) The Builder's Risk Policy that CMAR is required to furnish with City's approval as provided in this Agreement;
- (B) The liability insurance CMAR and its Supplier(s) are required to furnish under the provisions of **Exhibit E** in connection with the Construction Services; and
- (C) CMAR's statutory payment and performance bonds as provided in Section 31.3 of this Agreement, if the premium has been included in the GMP Schedule approved in writing by City.

5.3 Contingencies. Any line item identified in the GMP Schedule as a contingency ("Contingency") belongs solely to City, and may not be drawn upon or reallocated by CMAR without City and Project Coordinator's prior written approval.

- (A) Draws Including a Contingency. CMAR must include with each monthly Application for Progress Payment an itemization of each draw from the Contingency (by date, payee, purpose and amount of each transfer or payment) made during the Billing Month, together with a copy of City's written approval for the draw.
- (B) Required Designation of Contingency. Unless the GMP Schedule conspicuously designates a line item as a "contingency," the GMP does not include any contingency amount of any kind or nature.

5.4 Allowance. There are no line item costs identified as allowances in the GMP Schedule ("Allowance Item"). Accordingly, the GMP may only be increased or decreased by a written amendment to this Agreement, signed by both of the Parties.

5.5 FFE. FFE not specified in the Construction Documents will be procured in accordance with the FFE Procurement Schedules to be developed by CMAR subject to CMAR and City's mutual agreement.

- (A) FFE Warranty. CMAR warrants to City that:
 - (1) Construction materials and equipment and FFE furnished under this Agreement will be of good quality and new unless otherwise required or permitted by the Construction Documents and the FFE Procurement Schedules;
 - (2) The construction will be free from faults and defects; and
 - (3) The construction and FFE will conform to this Agreement's requirements, the Construction Documents, and the FFE Procurement Schedules.
- (B) Correction of Nonconforming FFE. Construction and FFE not conforming to these requirements, including substitutions not properly

approved by City, must be corrected in accordance with Section 22 and 23 of this Agreement.

(C) "FFE Procurement Schedules" means the interior design drawings and listings of specific FFE to be purchased for the Project.

5.6 CMAR Risk. CMAR bears the sole risk that any element of cost, overhead, or profit might cause the Guaranteed Maximum Price to be exceeded. If the GMP is exceeded, the City is not liable for such additional cost or expense unless the City to such a change in an amendment to this Agreement signed by both of the Parties.

5.7 GMP Savings. If, upon the Work's Final Completion, the Contract Sum is less than an amount equal to the GMP, the resulting amount will belong solely to City.

5.8 GMP Schedule. The GMP is apportioned among the Work's various elements as provided in **Exhibit C** (the "GMP Schedule"). **Exhibit C** may be used by City as a basis for evaluating CMAR's Applications for Progress Payment. To the extent there is any inconsistency between any of the provisions in **Exhibit C**, and any of this Agreement's provisions, this Agreement's provisions govern.

6. Schedules.

6.1 Commencement Date. The date of City's written notice to proceed ("Notice to Proceed") will be the Construction Services commencement date.

(A) City will not issue a Notice to Proceed until City has approved the applicable Construction Documents, and all necessary Permits have been issued.

(B) CMAR must not commence any Construction Services at the Site until City has issued a written Notice to Proceed.

6.2 Time of the Essence. Time is of the essence in completing the Project.

6.3 Project Schedule. CMAR must prosecute the Work in a logical and efficient manner in accordance with City's project schedule ("Project Schedule"), attached as **Exhibit D**.

(A) Initial Project Schedule. Within 15 days of the execution of this Agreement, CMAR must submit an initial Project Schedule, which will include the following:

(1) Times (number of days or dates) for starting and completing the various stages of the Work, including milestones as specified in CMAR Documents;

(2) A Schedule of Values; and

(3) Construction Management Plan ("CMP").

(a) CMAR's CMP will include:

(i) Project milestone dates and the Project Schedule, including the broad sequencing of the construction of the Project;

(ii) Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities, including underground utilities;

- (ii) Investigations, if any, to be undertaken to ascertain subsurface conditions and physical conditions of existing surface and subsurface facilities, including underground utilities;
 - (iii) Alternate strategies for fast tracking and/or phasing the construction;
 - (iv) Number of separate sub-agreements to be awarded to Subcontractors and Suppliers for the Project construction;
 - (v) Permitting strategy;
 - (vi) Safety and training programs;
 - (vii) Construction quality control;
 - (viii) Commissioning program;
 - (ix) Cost estimate and basis of the model; and
 - (x) A matrix summarizing each Project Team member's responsibilities and roles.
- (b) During the course of performance of the Work on this Project, CMR will add detail to its previous version of the CMP to keep it current throughout the construction phase and to take into account:
- (i) Revisions in Drawings and Specifications;
 - (ii) CMR's examination of the results of any additional investigatory reports of subsurface conditions, drawings of physical conditions of existing surface and subsurface facilities and documents depicting underground utilities placement and physical condition, whether obtained by City, Design Professional or CMR;
 - (iii) Unresolved permitting issues, and significant issues, if any, pertaining to the acquisition of land and right of way;
 - (iv) Fast-tracking, if any, of the construction, or other chosen construction delivery methods;
 - (v) Requisite number of separate bidding documents to be advertised;
 - (vi) Status of the procurement of long-lead time equipment (if any) and/or materials; and
 - (vii) Funding issues identified by City.
- (B) Adherence to Project Schedule. CMAR must adhere to the major milestone dates of the Project Schedule at all times during the Work, unless it has received City's prior written approval for a deviation from or modification to the major milestone dates of the Project Schedule. CMAR must not depart from the major milestone dates of the Project Schedule without prior consultation with and approval from City.

- (C) Project Schedule Revision. The Project Schedule must be revised at least monthly, or at more frequent intervals as required by the conditions of the Work and Project, but each Project Schedule revision must allow for expeditious and practicable execution of the Work consistent with the Contract Times.
- (1) The monthly revision will be a condition precedent to any payment otherwise due to CMAR.
 - (2) Each revised Project Schedule must be prepared in sufficient detail to demonstrate for each element of the work its timing, duration, and sequence, all integrated to show a logical order and reasonable critical path consistent with the Substantial Completion and Final Completion Dates.
 - (a) The revised Project Schedule may take into account an appropriate number of weather delays reasonably anticipatable based on experience in the area, but not less than one day per month.
 - (b) Each revised Project Schedule must include activities and logic for mitigating the cost and time impact of any anticipated or potential delays to any critical path elements that CMAR wishes City to consider an Excusable Delay.
- (D) Weekly Progress Meeting. From the Effective Date until Final Completion, CMAR will meet with City every week (or more or less frequently, as requested by City or CMAR) to review the Work's progress.
- (1) In advance of each such meeting, CMAR must provide City a written progress report in the format and detail as provided in **Exhibit D** (each a "Progress Report").
 - (a) The Progress report will identify:
 - (i) Whether the Work is on schedule in accordance with the Project Schedule; or
 - (ii) Whether there are anticipated or potential delays to any critical path elements in the Work's construction, then CMAR must include an analysis identifying CMAR's plan for making up or mitigating the delay.
 - (b) Unless a delay is identified in the Progress Report, CMAR's Progress Report will be its certification that it has not incurred any delays to the critical path elements at least to the extent that a cause for the delay can then be reasonably identified.
 - (2) Unless the delay is an Excusable Delay, CMAR must take all actions, at its expense, including working overtime and hiring additional personnel, to comply with such Project Schedule.
 - (3) If the delay is an Excusable Delay, the Project Schedule may be modified to the extent mutually agreed upon by City and CMAR.
 - (4) Notwithstanding any provision to the contrary in this Agreement, CMAR is solely responsible for the timing, sequencing,

coordination, and supervision of the Work consistent with the Substantial Completion and Final Completion Dates.

- (5) City's review, acceptance or approval of a Project Schedule or Progress Report provided by CMAR is not:
 - (a) A waiver or bar to any rights or claims City may have against CMAR in the event City subsequently discovers a deficiency in such Project Schedule or Progress Report; and
 - (b) An acceptance of any delay as an Excused Delay, which may only be granted, along with any extension of time, by a Change Directive or amendment to this Agreement.

6.4 Substantial Completion Notification. CMAR will notify City and Project Coordinator in writing when CMAR, Architect of Record, and Engineer of Record believe that CMAR has accomplished Substantial Completion of the Project.

- (A) Incomplete Items. If City concurs the Substantial Completion has been accomplished, City, Project Coordinator, CMAR, Architect of Record, and Engineer of Record will determine whether any items remain incomplete.
- (B) Certificate of Substantial Completion. If City concurs the Substantial Completion has been accomplished, Architect of Record, and Engineer of Record will then each issue a "Certificate of Substantial Completion" to City, which will:
 - (1) Record the Substantial Completion date as determined by City;
 - (2) State each party's responsibility for security, maintenance, air conditioning, heat, utilities, damage to the Work and insurance;
 - (3) Include a list of items identified by City, CMAR, Architect of Record and Engineer of Record to be completed or corrected; and
 - (4) Fix a reasonable period of time for their inspection.
- (C) Disagreement as to Substantial Completion. Disagreements between City and CMAR regarding the Certificate of Substantial Completion will be resolved in accordance with provisions of Section 11 of this Agreement.

6.5 Substantial Completion. CMAR must accomplish substantial completion by **June 19, 2015 or 180 calendar days from the Notice to Proceed** (the "Substantial Completion Date").

- (A) Extensions. The Substantial Completion and Final Completion Dates ("Contract Time") may be extended for cause, or by Change Order, as provided in Section 6.7 of this Agreement.
- (B) Failure to Meet Substantial Completion Date. City will be substantially damaged if CMAR fails to accomplish Substantial Completion of the Work by the Substantial Completion Date, and it will be extremely difficult and impractical to ascertain the actual damages resulting from such delay; therefore:
 - (1) CMAR will pay City liquidated damages ("Liquidated Damages") in the event of a delay.

- (2) Accordingly, if CMAR fails to accomplish Substantial Completion by the Substantial Completion Date, as it is extended in accordance with this Agreement, City may assess, and CMAR must pay to City as Liquidated Damages, **\$710** for each day of delay until CMAR accomplishes Substantial Completion.
- (3) CMAR acknowledges that these sums:
 - (a) Will be paid as Liquidated Damages and not as a penalty;
 - (b) Are reasonable under the circumstances existing as of the Effective Date; and
 - (c) Are based on the parties' best estimate of damages City would likely suffer in the event of a delay.
- (4) CMAR must pay City any Liquidated Damages not so deducted within ten (10) days after demand, or City may deduct these sums from any monies due or that may become due to CMAR under this Agreement.
- (5) City's collection of Liquidated Damages will not affect its rights to seek other remedies in law or at equity, including exercising its rights under the Payment and Performance Bonds.

6.6 Final Completion. Final Completion must be accomplished by **July 19, 2015 or 210 calendar days from the Notice to Proceed** (the "Final Completion Date").

- (A) Extensions. The Final Completion and Final Completion Dates may be extended for cause, by Change Order or other amendment of this Agreement, as provided in Section 6.7 below.
- (B) Failure to Meet Final Completion Date. If CMAR does not accomplish Final Completion by the Final Completion Date, as it is extended in accordance with this Agreement, City may thereafter take control of the Site, effective upon delivery of written Notice to CMAR, and City may exercise its rights under the terms of any Payment or Performance Bond, and seek any remedy in law or at equity, including engaging other contractors to complete the remaining Work, at CMAR's expense.
 - (1) City may deduct its resulting expenses plus 20% from amounts otherwise payable to CMAR.
 - (2) CMAR must pay any amounts not so deducted within ten (10) days after demand.

6.7 Completion Dates Extension. The Substantial Completion and Final Completion Dates may be equitably extended by Change Directive, other written, signed amendment to this Agreement, to the extent the Work's critical path, as shown in the most recent approved Project Schedule, is necessarily delayed by:

- (A) City Delay. Any of the following (each a "City Delay") to the extent they necessarily result in unreasonable delays that are not caused or contributed to by CMAR:
 - (1) A Change Directive;
 - (2) City's failure to make a decision regarding a major milestone item within a reasonable time (not exceed 10 days) after written request

from CMAR accompanied by all documents and other information necessary for making the decision; or

- (3) Any material breach of this Agreement by City.
- (B) Force Majeure. The following items shall constitute a force majeure ("Force Majeure") event, provided they are not caused or contributed to by CMAR, or by any Subcontractor, Supplier or other person or entity for whom CMAR is responsible:
 - (1) Fire;
 - (2) War;
 - (3) Damage or disruption committed on behalf of any foreign interests to further international political objectives;
 - (4) Injunction in connection with litigation, governmental action;
 - (5) Severe and adverse weather conditions beyond those that can be reasonably anticipated as of the Effective Date of this Agreement.
- (C) Excusable Delay. The Substantial and Final Completion Dates may be extended by the number of days the City, in its sole discretion, determines is an Excusable Delay, as such term is defined in Section 1(g.) of this Agreement.
- (D) Mitigation of Delays. CMAR must use its best efforts to minimize any such time and cost impact of delays and must cooperate with City to mitigate the impact of any delays encountered by CMAR that would entitle it to an extension of time, even if its performance is unreasonably delayed by City.
- (E) Remedies for Delays.
 - (1) Pursuant to A.R.S. § 34-607(E), the parties agree to negotiate and discuss in good faith any potential damages related to increased costs incurred by CMAR for any unreasonable delay that is attributable to a City Delay; however, CMAR will not be entitled to additional funds for any increase in General Conditions cost due to any type of delay.
 - (2) CMAR's sole and exclusive remedy for a Force Majeure event is an extension of time.

7. Compensation.

- 7.1 Contract Sum.** For CMAR's performance of the Work, City will pay CMAR the amount ("Contract Sum") determined by the formula, but the combined total of all amounts to be paid by City to CMAR for the performance of the Work will not in any event exceed the GMP:

$$CS = C + F + FFE \leq GMP$$

Where:

- (a) "CS" is the Contract Sum;
- (b) "C" is the Cost of the Construction Services as provided in Section 1(f.) of this Agreement;
- (c) "F" is CMAR's Fee, as provided in Section 7.2 of this Agreement;

(d) "FFE" is the amount to be paid for the FFE Services, as provided in Section 1(h.) of this Agreement ; and

(e) "GMP" is the amount of **\$1,761,057.71** (the "Guaranteed Maximum Price").

7.2 CMAR's Fee. CMAR's Fee, which will be the sole and exclusive compensation for CMAR's direct and/or indirect profit, home office overhead expense including, without limitation, home office administration, accounting, support, clerical services, insurance not specifically reimbursable under this Agreement, rent, all other direct and indirect home office expenses (including the costs specifically identified by CMAR to recruit and relocate employees and bonuses (at a not-to-exceed amount) that are previously approved by City as reimbursable); taxes other than reimbursable payroll related taxes and any other cost or expense not specifically included within the Cost of Construction Services, is the amount determined by the formula:

$$F = R [C - PT - INS]$$

Where:

- (a) "F" is CMAR's Fee;
- (b) "R" is 10 percent;
- (c) "C" is the Cost of the Construction Services, as defined by Section 7.3 of this Agreement;
- (d) "PT" is Privilege Taxes, as further specified by Section 7.4 of this Agreement; and
- (e) "INS" is CMAR's Reimbursable Construction Insurance and Bond Premiums, as specified by Section 5.2 of this Agreement.

7.3 Construction Services Cost.

(A) Costs included in Construction Services. Construction Services cost consists of the reasonable expenses actually, necessarily and properly paid by CMAR, in the Project's proper and timely construction, without markup for CMAR's Fee or Privilege Taxes, for the following:

- (1) Payments to City-approved Subcontractors or Supplier for the performance of the Construction Services and/or the furnishing of Construction Materials, fixtures, equipment and supplies in accordance with the provisions of their respective Subcontracts or Sub-subcontracts;
- (2) Wages, salaries and normal fringe benefits (as approved by City), and normal employer taxes paid by CMAR thereon, of CMAR's supervisory staff and general field labor assigned to the Work, but only for the portion of time actually devoted to the Work, all subject to and as approved in writing by City, provided such costs are not included in the costs to be paid from CMAR's Fee per Section 7.2 of this Agreement;
- (3) Elements of the Construction Services to be self-performed by CMAR with City's approval, in amounts approved by City (which will not include any mark-up for CMAR's Fee);

- (4) Permit, licenses, connection fees, and other such fees to the extent required by any governmental entity;
- (5) Construction Materials suitably stored on the Site with City's approval as provided in Section 12.5 of this Agreement;
- (6) Construction equipment used on the Site by CMAR with City's approval, at rates not to exceed the lesser of:
 - (a) The prevailing rates charged by others for rental of similar equipment; or
 - (b) The purchase price of the Construction equipment less the reasonable depreciation in value of that equipment as a result of its use on the Site;
- (7) Construction utilities, job site telephone, job trailer rental, portable toilets, dumpsters, cleanup and other job site general conditions as approved by City;
- (8) Premiums paid by CMAR for Reimbursable Construction Insurance and Bond Premiums as provided in Section 5.2 of this Agreement, without any markup for CMAR's Fee;
- (9) Any other reasonable construction expense necessarily required for proper performance of the Work at the Site required by this Agreement as approved in writing by City; and
- (10) Reimbursable Privilege Taxes, without any mark up for CMAR's Fee. Expenses that do not meet the criteria set forth above are not reimbursable as Costs. All discounts received by CMAR from Supplier accrue to City's benefit.

(B) Cost Excluded from Construction Services. The Cost of the Construction Services may not include reimbursement for:

- (1) Any amounts for FFE Services;
- (2) The performance of any Construction Services by CMAR's own forces or use of any equipment owned by CMAR without City's prior written approval;
- (3) Any Construction Materials not yet incorporated in the Project or stored at the Site with City's approval, as defined in Section 12.5(A) of this Agreement;
- (4) Payment to CMAR or a Lower Tier Person of amounts in excess of the amounts established with City's approval for CMAR's self-performed Construction Services or for the Lower Tier Person;
- (5) Repair or replacement of defective or nonconforming Work;
- (6) Repair or replacement of Work damaged by the negligence or failure to perform a responsibility hereunder by CMAR or by any Supplier;
- (7) Any interest or penalties;
- (8) Premiums for business automobile insurance, workers compensation and employers liability insurance, and any general liability and other insurance normally carried by CMAR;

- (9) Any legal expense incurred by CMAR;
 - (10) Any other home office expense;
 - (11) Any expense that causes the GMP to be exceeded except by Change Order, Construction Change Directive or Dispute Resolution as provided in this Agreement; or
 - (12) Any other expense that does not meet the criteria set forth in Section 7.3(A) of this Agreement.
- (C) Schedule of Rates. City will consider approving written schedules of rates upon which CMAR may base its monthly estimated costs for purposes of Applications for Progress Payment of certain Construction Services categories, such as supervisory salaries and equipment; but only on condition that adoption of any schedule for these purposes is subject to audit and adjustment necessary to reflect the actual costs of these items to CMAR.

7.4 Taxes.

- (A) Reimbursement.
- (1) Subject to the GMP, City will reimburse CMAR for Privilege Taxes paid by CMAR on gross receipts received by CMAR from City to the extent such Privilege Taxes were timely paid by CMAR on that part of CMAR's compensation for Cost of the Construction Services that is subject to state or local privilege taxation under the prime contractor or construction contractor classifications, and are not otherwise exempt from such taxation.
 - (2) Provided this cost does not cause the CMAR to exceed the GMP, City will reimburse CMAR for Privilege Taxes paid by CMAR on amounts received from City for the direct costs paid by its Subcontractors for FFE (excluding Privilege Tax and without markup for profit and overhead) incorporated in the Project, but City will not reimburse CMAR for any amounts paid as and for Privilege Taxes by CMAR to its Supplier(s) or by a Supplier to another Supplier.
- (B) Application.
- (1) Each Application for Progress Payment and Application for Final Payment will separately identify that part which represents FFE.
 - (2) CMAR and its Supplier(s) will not report transaction privilege or use taxes paid for FFE.
 - (3) CMAR will not seek reimbursement for Privilege Taxes computed on receipts for these expenses.
- (C) Tax Licenses. CMAR must take all steps necessary to obtain state and local retail tax licenses, issue exemption certificates to vendors, and otherwise perfect its right to be exempt from the payment of Privilege Tax for FFE purchases, and CMAR must require its Supplier(s) to also obtain state and retail tax licenses, issue exemption certificates to vendors, and otherwise perfect their rights to be exempt from the payment of Privilege Tax for FFE purchases.

7.5 FFE Services.

- (A) The amount to be paid to CMAR for the FFE Services will be an amount equal to the direct expenses (exclusive of any Privilege Taxes) paid by CMAR (or by a Subcontractor or Supplier) for the FFE, without markup for profit or overhead of CMAR (or of the Subcontractor or Supplier).
- (B) "FFE Services" means interior design of the Project and the procurement of the FFE.

8. Payments.

8.1 Cash Flow Report.

- (A) CMAR will prepare a Cash Flow Report for projected monthly project cash flow on the form provided by City.
- (B) The Cash Flow Report will be submitted for approval prior to issuance of the Notice to Proceed, as issued in accordance with Section 6 of this Agreement.
- (C) The Cash Flow Report will be updated and submitted with each Application for Progress Payment and at any time City requests if the projected monthly project cash flow varies by more than 10% of the GMP.
- (D) The Cash Flow Report will reflect the following:
 - (1) Initially, the accumulation of month pay estimates costs will be plotted versus time in accordance with the proposed construction schedule; and
 - (2) For each update, CMAR's actual month payment versus the actual elapsed time on the Project.

8.2 Draft Application for Progress Payment. Based on draft applications (each a "Draft Application") followed by formal applications for progress payment (each an "Application for Progress Payment"), City will make monthly progress payments on Contract Sum account as provided in this Section. The Draft Application is for informational purposes only and its submission is not an Application for Progress Payment.

- (A) Period. The period covered by each Application for Progress Payment will be one calendar month (the "Billing Month") ending on the last day of each month.
- (B) Date for Submission. On or before the 25th day of each Billing Month, CMAR will submit to City its Draft Application, which must identify all amounts CMAR expects to invoice for the entire Billing Month.
- (C) Review Meeting. The parties will thereafter meet and make good faith efforts to reach agreement on the Draft Application by the end of the Billing Month, whereupon CMAR will formalize its Application for Progress Payment for the Billing Month, incorporating all of the agreements reached during the parties' review of the Draft Application.

8.3 Application for Progress Payment. Provided that CMAR has submitted its Draft Application for review as provided above, CMAR may submit its Application for Progress Payment for the Billing Month to City, no earlier than the 1st day of the month following the Billing Month.

- (A) Date for Submission. City will make a Progress Payment, subject to applicable Withholdings, to CMAR not later than 21 days after the date on which the Application for Progress Payment has been received by City, subject to this Agreement.
- (B) One Progress Payment Per Month. Unless City agrees otherwise, CMAR may submit only one Application for Progress Payment in a month and City will make only one Progress Payment in a month to CMAR.
- (C) Progress Payment Application Form. The Application for Progress Payment will be in such form as City may reasonably require, and will be accompanied by the following to City's reasonable satisfaction:
 - (1) A sworn statement of the Cost of the Work furnished during the Billing Month, together with the required form of application as City requires, properly completed so as to allocate all Construction Services and FFE Services according to the most recent City-approved GMP Schedule;
 - (2) An itemized report of the Work performed during the Billing Month;
 - (3) Proof of CMAR's compliance with testing, submittals, permits, and other requirements applicable to the Work requested by City;
 - (4) Conditional and unconditional waivers and releases from CMAR and from Subcontractors, Supplier, vendors, and others relating to Work for which the Application for Progress payment is requested, or receipt of amounts for which payment has previously been made, as requested by City;
 - (5) Payrolls, petty cash accounts, receipted invoices or invoices with check vouchers attached, payrolls, requisitions from Subcontractors and material suppliers, vendors receipted invoices, purchase orders, and delivery tickets;
 - (6) CMAR's monthly updated Project Schedule as provided in Section 6 of this Agreement; and
 - (7) Such other evidence substantiating the particulars of CMAR's Application for Progress Payment as may be required by City.
- (D) Complete Application Required. A complete Application for Progress Payment, including all required documentation, will be a condition precedent to CMAR's right to have the Application for Progress Payment reviewed or to receive any Progress Payments.
- (E) Incomplete or Untimely Applications. If CMAR submits an Application for Progress Payment that is incomplete or untimely, in City's reasonable judgment, CMAR must resubmit the Application for Progress Payment, with any applicable corrections.
- (F) Correspondence to Other Documents. CMAR's Application for Progress Payment must be organized so that all back-up for each line item of the Application for Payment corresponds to the most recently City-approved GMP Schedule and that the back-up for the amount requested for each item of the Construction Services, and FFE Services, and each Change

Directive or Change Order is separately provided for and is available for review by City.

(G) Certification. The Application for Progress Payment must be signed by CMAR, the Architect of Record or the Engineer of Record certifying that:

- (1) The Work has progressed to the point indicated in the Application for Progress Payment;
- (2) That the Work is in accordance with the Project Documents;
- (3) CMAR is entitled to payment in the amount requested; and
- (4) Applications for Progress Payment to City will not be deemed delivered until actually received by City.

(H) Review of Work by City. City will have the right to review the Work after receipt of CMAR's application.

- (1) Within three days after receipt of the Application for Progress Payment, City will prepare and issue a written statement ("Deficiency Notice") specifying those items covered by the Application for Progress Payment that are not approved and certified for payment if:
 - (a) City reasonably determines that the Work actually completed is less than that represented on the Application for Progress Payment;
 - (b) The Work is defective;
 - (c) The Work does not comply with this Agreement's requirements; or
 - (d) The other grounds for withholding as provided in Section 12.3(B) below apply.
- (2) The Deficiency Notice may be given in any reasonable manner, including handwritten annotations on a copy of the Application for Progress Payment returned to CMAR.
- (3) City may withhold such sums as are permitted pursuant to A.R.S. § 34-607 to pay the expenses City reasonably expects to incur in correcting the deficiencies so identified.
- (4) If sums were withheld in connection with a prior Application for Progress Payment, and the associated deficiencies have been corrected, the amount so withheld may be included as part of the current Application for Progress Payment.
- (5) City will have the right to amend any previously-given Deficiency Notice, or approval for payment, in whole or in part, based on mistake, newly-discovered information, or other grounds permitted by Law, and such amendments will apply to any Application for Progress Payment.
- (6) However, the failure by City to specify any defect in the Work in a Deficiency Notice will not act as a waiver or otherwise prevent City from raising defect issues at any time.

- (I) Progress Payment to CMAR. Within 21 days after receipt of the properly completed Application for Progress Payment, City will pay to CMAR the entire amount set forth in the Application for Progress Payment, less any applicable Withholding and less retainage as provided in A.R.S. § 34-607(B).
- (J) Progress Payment to Suppliers. Within seven days after receipt of payment by City, CMAR will make payment available to its Subcontractors or Supplier entitled to payment in accordance with A.R.S. § 34-607(F).
 - (1) If any payment is to be withheld from a Subcontractor as provided by law of this Agreement, the amount withheld must not be included in the Application for Progress Payment.
 - (2) CMAR bears all costs and damages, without reimbursement, that arise from CMAR's failure to pay Subcontractors entitled to payment in a timely manner as provided by law, to the extent such payment has been received by CMAR from City.
 - (3) City has no obligation under this Agreement to pay or to be responsible in any way for payment to a Subcontractor or Supplier performing portions of the Work.

8.4 Proof of Payment.

- (A) Duty to Discharge Debts and Obligations. All CMAR's debts and obligations for labor, materials, equipment or fixtures incorporated into the Project or any other element of Work, including that shown in any estimate, Application for Progress Payment, requisition or claim and upon which CMAR has received a payment must be paid or discharged.
- (B) Proof. Receipts or vouchers showing payment or discharge must, if City so requires, be provided to City before CMAR will be entitled to receive any other or further payment under this Agreement.
- (C) Joint Check Alternative. At CMAR's election, CMAR may satisfy this requirement by requesting City issue joint checks in accordance with Section 12.4 of this Agreement.

9. Final Payment.

9.1 Application for Final Payment. Provided that CMAR has accomplished Final Completion in a timely fashion and to the City's satisfaction, CMAR may submit an application for final payment ("Application for Final Payment"); however, neither final payment nor amounts retained, if any, will be due until:

- (A) CMAR submits to City an application for final payment with all required documentations in accordance with Section 9.2 below; and
- (B) City has thereafter conducted a review or audit of CMAR's Final Accounting, as defined in Section 9.2 below.

9.2 Application for Final Payment Form. The Application for Final Payment must be in such form as City may reasonably require.

(A) Required Information. Application for Final Payment must be accompanied by the following to City's satisfaction:

- (1) Waivers and Releases on Final Payment as provided in Section 12.1 of this Agreement;

- (2) CMAR's accounting ("Final Accounting"), bearing the certificates of CMAR's chief executive and chief financial officers attesting to the completeness and accuracy of the Cost of the Work for which CMAR has received or seeks reimbursement from City;
- (3) Architect of Record or the Engineer of Record certification to City that the Project is complete;
- (4) Proof that CMAR has furnished to City the redlines, warranties, manuals and other close-out documents required by any of the Project Documents or applicable laws of city, county and state governments, or other authorities with jurisdiction over the Project;
- (5) Certificates that all insurance required by the Project Documents to be in force after Final Payment is made and will be in effect as required;
- (6) Such other documents substantiating the particulars of CMAR's Application for Final Payment (including additional backup for CMAR's accounting) as may be reasonably required by City, the Financing parties and CMAR's Surety;
- (7) Consent of CMAR's surety to the Final Payment; and
- (8) City may require CMAR to submit and meet to discuss a Draft Application for Final Payment, following the procedure provided in Section 9 of this Agreement.

(B) Other Required Documents. CMAR must prepare or obtain and furnish to City upon completion and prior to and as a condition of the Application for Final Payment, in addition to any other documents as provided elsewhere in this Agreement, the following Project Documents:

- (1) A list of capital assets as described in Governmental Accounting Standards Board Statement No. 34, as it has been supplemented by subsequent pronouncements of the Governmental Accounting Standards Board;
- (2) Warranties from Subcontractors and Suppliers;
- (3) Manufacturer's warranties and manuals for all furniture, fixtures and/or equipment installed or furnished by CMAR (whether as Construction Services or as FFE);
- (4) Air balance reports, equipment operation and maintenance manuals;
- (5) Building certificates required prior to occupancy, mechanical, electrical and plumbing certificates, all other required approvals and acceptances by city, county and state governments, or other authority having jurisdiction; and
- (6) Two sets (one reproducible on Mylar), plus one electronic set, of redline record drawings in size to match the Construction Documents showing complete information including descriptions, drawings, sketches, marked prints and similar data indicating the final "as built" conditions of the Work, and CMAR must keep

redline record drawings up to date concurrently as the Work progresses.

- (C) Application for Final Payment Review. City will have thirty (30) days after its receipt of the fully completed Application for Final Payment within which to audit and/or review CMAR's Final Accounting.

- (1) City review will result in a Notice to CMAR identifying:
- (a) The expenses that City has determined are not substantiated;
 - (b) City's determination of the total Contract Sum that has been substantiated; and
 - (c) The resulting amount of the Final Payment to be given to CMAR after deduction for all payments previously made and applicable Withholding.
- (2) CMAR must cooperate with City's review and/or audit by making all of its records available for inspection and copying, answering questions, and otherwise facilitating City's review promptly upon its request.
- (3) City's review and/or audit of the Final Accounting will be in whatever detail and scope as City determines, in its discretion; such review or audit may be conducted by City's employees and/or by independent contractor, as City may engage for that purpose.

- (D) Final Payment. Subject to the exchange of unconditional waivers and releases on Final Payment as provided in Section 12.1 of this Agreement, City will make the Final Payment to CMAR, within ten (10) days after City has issued its written determination of the amount of Final Payment it will pay to CMAR.

- (E) Payment for Withholding. If applicable Withholding exceeds amounts otherwise payable, CMAR must pay the difference to City within ten (10) days after demand from City.

- (F) Acceptance and Waiver. CMAR's acceptance of Final Payment will constitute a waiver of all Claims or Disputes that have not been timely submitted to City as CMAR Claims prior to CMAR's submission of the Application for Final Payment.

10. **Changes.** Changes in the scope of the Work (including, without limitation, additional and/or deductive Work) or in the Project Schedule (including, without limitation, suspension of all or part of the Work, or an order for acceleration of performance), may be accomplished only by Change Directive or Change Order, as defined in Sections 1(a.) and 1.(b.) of this Agreement, respectively.

10.1 Change Orders.

- (A) Request for Proposal. If City requests CMAR to submit a proposal for a Change Order, CMAR will do so promptly, within ten (10) days after written request from City, on a form and following a procedure established by Project Manager for the administration of change order proposals, that specifies CMAR's technical proposal for implementation of the proposed Change, together with CMAR's proposal for the resulting adjustment to the Contract Sum and/or Contract Times.

- (B) Acceptance. City may, in its sole discretion, accept or reject the proposal, or attempt to negotiate a modification and any resulting agreement will be reduced to a written Change Order. If the parties cannot reach agreement within ten (10) days after City has received the proposal, City has the right to issue a Change Directive as provided in Section 10.2 of this Agreement.

10.2 Change Directive.

- (A) Immediate Change. Upon receipt of the Change Directive, CMAR must proceed with the Change as directed, whether or not CMAR agrees with the adjustment to Contract Sum or Contract Times.
- (B) Disagreement. If CMAR disagrees, it must preserve its right to later dispute City's determinations by delivering a written notice of the dispute to the City provided in Exhibit G to this Agreement; otherwise:
 - (1) The written Change Directive will be binding on CMAR; and
 - (2) CMAR will have waived its right to pursue a CMAR Claim and the Change Directive will automatically have the full force and effect of a Change Order, as if it has been signed on CMAR's behalf.

10.3 Field Orders. City or Project Coordinator, when reasonable under the circumstances, may issue a written order that makes or authorizes minor deviations in the Work or provides necessary interpretation of the Construction Documents.

- (A) City may issue a Field Order on its own volition or at the request of CMAR.
- (B) Field Orders are for the benefit of CMAR by providing documentation of minor deviations or necessary interpretations of the Construction Documents.
- (C) If CMAR disagrees that the deviation or interpretation is appropriate for a Field Order, it will provide Notice to City of its disagreement and City may issue a Change Directive.

10.4 Authorization Required. CMAR may not perform any Change, or be entitled to any compensation or extension of time, unless CMAR has first received a Change Order or Change Directive or as provided in this Section 10.

11. CMAR's Claims. CMAR may request an increase in the GMP or extension of the Contract Times, or both, that is otherwise permissible under this Agreement ("CMAR Claim") using the following procedure:

11.1 CMAR's Duty to Mitigation Claims. CMAR must at all times, and in all circumstances, use its best efforts to avoid or mitigate any potential impact of a CMAR Claim.

11.2 Notice of CMAR Claim. The request for a CMAR Claim must be preceded in each case by a written notice from the CMAR, submitted to both the City and its Project Coordinator within five days of when CMAR first knew or should have known of the matter, occurrence or event that is the basis for the request for additional compensation or time ("Notice of Claim").

- (A) Information. The Notice of Claim must furnish sufficient detail to appraise City and its Project Coordinator of the basis, include the cause, for the CMAR Claim, and must include:
 - (1) A reasonable estimate of the amount of compensation or time CMAR anticipates it will require; and

(2) A list of action CMAR intends to take in order to mitigate the time and cost impact of the situation that gave rise to or is related to CMAR Claim.

(B) Supplementation. CMAR must supplement the Notice of Claim during the course of the Work as additional information becomes available.

(C) Continuing Delays. Only one notice is necessary in the case of a continuing delay that is attributable to the same cause described in the Notice of Claim.

(D) Waiver. If CMAR fails to submit a Notice of Claim within five days after CMAR first knew or should have known of the basis of the CMAR Claim, CMAR will be deemed to have waived the right to request or pursue a Notice of Claim arising from such matter, occurrence or event.

11.3 Procedures for Resolving a CMAR Claim. The procedures of this Section and **Exhibit G** apply to resolution of all disputes arising from CMAR Claims. However, as provided in Section 36.2 of this Agreement, CMAR must continue to perform the Work during the pendency of any dispute regarding the request for additional compensation or time under this Section.

12. Additional Terms and Condition of Payment.

12.1 Lien Waivers and Releases. Except as otherwise expressly set forth elsewhere herein, with each Application for Progress Payment, application for release of retention or other withholding, and Application for Final Payment, CMAR must submit lien waivers and sworn statements for the application from CMAR, and lien waivers and sworn statements from all Suppliers and third parties who have furnished labor, Construction Materials, equipment, tools, fixtures, services or other work directly or indirectly to or for CMAR, in form and substance as reasonably required by City, to assure that the Site and Project will be free of liens arising from the Work for which the payment is requested.

12.2 Reservations upon Payment.

(A) No Determination of Standard. No approval given or payment made by City is intended to be evidence of satisfactory performance of any Work, or of the sufficiency of any applicable application for payment.

(B) Non-Acceptance. No payment to CMAR will constitute an acceptance of any Work not in accordance with this Agreement's requirements.

(C) No Waiver of Defective Work. Any application for payment approval pursuant to A.R.S. § 34-607 will constitute approval solely for purposes of making payments and will not constitute a waiver of City's right to have all defective or incomplete Work corrected and performed in accordance with this Agreement, or to later modify or amend a Deficiency Notice or any approval or deemed approval previously given by City.

12.3 Retainer. An amount will be held by City as additional security for performance of CMAR's obligations, and may be applied by City towards payment of any back-charge, setoff, or other amount payable by CMAR to City.

(A) Discretionary Reduction of Retainer. After the Work is 50% complete, CMAR may submit a request for reduction of the amount withheld from subsequent Progress Payments.

- (1) If CMAR has performed its obligations on schedule and is otherwise in compliance with the Project Documents, City may, but will not be required to, reduce the retained amount from future Progress Payments to not less than 5%, subject to City's right to later reinstate a 10% retainer if CMAR thereafter fails to perform any responsibility under the Project Documents.
- (2) With the regular Progress Payment after CMAR has accomplished Substantial Completion, City may release unapplied retainer to CMAR, less an amount equal to 200% times City's estimate of the costs it would incur to engage a third party to complete any remaining Work.
- (3) With the Final Payment, any unapplied retainer will be released to CMAR.

(B) Withholding.

- (1) The amount of each Progress Payment, or Final Payment, otherwise payable to CMAR will be reduced by the following ("Withholding"), as applicable, in addition to Retainer:
 - (a) Sums as permitted under applicable law on account of:
 - (i) The items identified in all applicable Certificates for Payment and/or Deficiency Notices and amendments thereto; or
 - (ii) Any additional amounts City in good faith believes are necessary to withhold, back-charge, or setoff in order to satisfy or cover any actual or reasonably anticipated loss, liability, damage or judgment that City has incurred or may incur in connection with CMAR's performance or non-performance of this Agreement;
 - (b) Any Liquidated Damages then due.
- (2) City will make appropriate adjustments to Withholding after final disposition of the matter, condition, event or claim that resulted in such Withholding.
- (3) If the expense incurred by City is less than the amount withheld, City will release the difference to CMAR within fourteen (14) days after such final disposition.
- (4) If, however, such expense exceeds the unpaid amounts otherwise due, CMAR must pay the difference within fourteen (14) days after demand from City.

12.4 Payments to Supplier.

- (A) Remittance to Supplier. Except to the extent requested by CMAR pursuant to Section 8.4(c), City reserves the right, at its sole discretion, either to:
 - (1) Pay any Subcontractor or Supplier directly for performance of the Work, or
 - (2) Issue joint checks.

(a) CMAR agrees to accept joint checks and to execute, when requested by City, joint check agreements in a form acceptable to City.

(b) Joint checks and direct payments made pursuant to this section will be credited against the Contract Sum.

(B) Communications with Supplier. CMAR consents to such direct payment as well as to City communicating directly with CMAR's Subcontractors, Suppliers and other Vendors to verify CMAR's payment history and account status.

12.5 Non-Incorporated Construction Materials. CMAR must not charge City for any Construction Materials that are not used for the Work or to complete the Project, unless City has given its written approval.

(A) Storage of Materials. City may condition its approval on its determination that the Construction Materials are suitably stored and properly secured from casualty, properly insured, and that title has passed to City free and clear of any liens or encumbrances.

(B) Receipt of Documentation. City may further condition the making of payments with respect to Construction Materials upon receipt of contracts, bills of sale, or other agreements satisfactory to City to establish City's title to the Construction Materials, or otherwise protect City's interest.

13. Project Coordinator. The City's Project Coordinator will assist City in this Agreement's administration and overall Project administration.

13.1 Project Coordinator's Authority.

(A) The City's Project Coordinator and his staff, if any, have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent and has no authority, express or implied, to bind City to any obligations whatsoever.

(B) CMAR agrees that it shall look only to City for direction related to the Project.

13.2 Project Coordinator's Duties.

(A) The City's Project Coordinator is empowered to communicate with CMAR, and to review and make recommendations to City regarding:

(1) The Work and Work Product;

(2) The Services furnished by CMAR in connection with the Project; and

(3) CMAR's invoices.

(B) The City's Project Coordinator may have other duties and responsibilities as City's authorized representative may delegate or designate in writing from time to time.

13.3 Cooperation. CMAR agrees to cooperate with the City's Project Coordinator so as not to result in any delay in the progress of the Services.

14. Subcontractors and Supplier.

14.1 Subcontractors Unless otherwise agreed upon in writing by City and CMAR, the Construction Services will be performed by qualified Subcontractors and Suppliers, who will be selected and engaged as provided in Section 14.2 and 14.3 below.

- (A) CMAR will be responsible and liable to City for the Work's proper and timely performance by any and all of its Subcontractors and Suppliers.
- (B) CMAR will be responsible and liable to City for the proper and timely performance of the Work by each Subcontractor, Supplier, and any other person or entity who furnishes any Work for this Project.

14.2 Subcontractor Selection. Subcontractors will be selected on the basis of qualifications alone, or a combination of qualifications and price, but not price alone, as provided either in City's Subcontractor Selection Plan or in the Subcontractor Selection Plan detailed by CMAR and submitted during the selection process. The process for Subcontractor selection will include:

- (A) Selection may be a single step process, based on a combination of qualifications and price, or a two-step process, where the first step is a screening of applicants based on qualifications and the second step is based on a combination of qualifications and price or on price alone;
- (B) CMAR will then determine, with City's advice, which bids or proposals will be accepted;
- (C) CMAR may obtain bids or proposals from Subcontractors from the list previously reviewed and, after analyzing such bids or proposals, will deliver copies of such bids or proposals to City;
- (D) CMAR will not be required to contract with anyone to whom CMAR has a reasonable objection;
- (E) Requests for submittal of qualifications must be in writing, and kept by CMAR in its Project records; and
- (F) Each Subcontract must meet other requirements set forth in all applicable sections of this Agreement, including, but not limited to, this Section and Sections 17, 18 and 30.

14.3 Subcontracts. Except as provided in Section 14.5 of this Agreement, with respect to certain Vendors, each subcontract must:

- (A) Be in writing, and signed by both the CMAR and Subcontractor;
- (B) Provide for a fixed, or not-to-exceed amount as the Subcontractor's entire compensation;
- (C) State that the Subcontract is subject to this Agreement's terms and conditions and specifically incorporate this Agreement's provisions (except its compensation terms);
- (D) Bind and obligate the Subcontractor to CMAR as CMAR is bound to City under this Agreement;
- (E) State that City is the intended third-party beneficiary of the subcontract, with the right (but not the obligation) to pursue claims for damages and/or equitable or other relief or remedies directly against Subcontractor for any

breach of Subcontractor's obligations under the Subcontract, or any breach of any warranty given by Subcontractor;

- (F) State that City may exercise its rights as a third-party beneficiary if a breach of contract or warranty continues without cure for seven days after written notice has been given to CMAR;
- (G) Contingently assign the subcontract to City in the event this Agreement is terminated, subject to City's election to accept the assignment by delivery to Subcontractor of written notice—which City is not obligated to give—but that City is not under any obligation to compensate Subcontractor except for future Work performed after the date of City's election to accept such assignment;
- (H) Obligate Subcontractor to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR are parties and which arises out of or relates to Subcontractor's performance or nonperformance of the subcontract;
- (I) Include a termination for convenience clause equivalent to Section 3531.1(B) of this Agreement;
- (J) Contain an indemnity that is, at a minimum, equivalent to the provisions of Section 30 herein and identifying, as Indemnities, all Indemnified parties identified in Section 30 of this Agreement;
- (K) Include any other provision required by the Project Documents; and
- (L) Agree to contract with Supplier as provide in Section 14.4 below.

14.4 Supplier. Except as provided in Section 14.5 below, with respect to certain Vendors, each agreement between a Subcontractor and Supplier, or between any party contracted to provide work or matters on the Project with another party providing work on the Project (each a "sub-subcontract"), must:

- (A) Be in writing, and signed by both the CMAR and Supplier;
- (B) Provide for a fixed, or not-to-exceed amount as the Supplier's entire compensation;
- (C) State that the Supplier's contract is subject to this Agreement's terms and conditions and specifically incorporate this Agreement's provisions (except its compensation terms);
- (D) Bind and obligate the Supplier to CMAR as CMAR is bound to City under this Agreement;
- (E) State that City is the intended third-party beneficiary of the Supplier's contract, with the right (but not the obligation) to pursue claims for damages and/or equitable or other relief or remedies directly against Supplier for any breach of Supplier's obligations under its contract with CMAR, or any breach of any warranty given by Supplier;
- (F) State that City may exercise its rights as a third-party beneficiary if a breach of contract or warranty continues without cure for seven days after written notice has been given to CMAR;
- (G) Contingently assign the Supplier's contract to City in the event this Agreement is terminated, subject to City's election to accept the assignment by delivery to Supplier of written notice—which City is not obligated to

give—but that City is not under any obligation to compensate Supplier except for future Work performed after the date of City's election to accept such assignment;

- (H) Obligate Supplier to be joined as a party to any arbitration or other dispute resolution proceeding in which City or CMAR are parties and which arises out of or relates to Supplier's performance or nonperformance of the subcontract;
- (I) Include a termination for convenience clause equivalent to Section 35 of this Agreement;
- (J) Contain an indemnity that is, at a minimum, equivalent to the provisions of Section 30 herein and identifying, as Indemnitees, all Indemnified parties identified in Section 30 of this Agreement; and
- (K) Include any other provision required by the Project Documents.

14.5 Vendors. Each subcontract or Supplier contract with a Vendor must:

- (A) Be in writing and signed by both the CMAR and Vendor;
- (B) Specifically incorporate the requirements of the Drawings & Specifications insofar as applicable to the Construction Materials to be furnished;
- (C) Provide a fixed, or not-to-exceed amount, as the Vendor's entire compensation with all Construction Materials delivered FOB to the Project site;
- (D) Require that the Vendor will, as a condition precedent to the right to deliver any Construction Materials to the Site:
 - (1) Comply with the insurance requirements of **Exhibit F**; and
 - (2) Execute an indemnity equivalent to that provided in Section 30 herein and identifying, as Indemnities, all Indemnified parties identified in Section 30 of this Agreement.

14.6 Employment Verification. CMAR will take all steps necessary and appropriate to ensure no employee will be recruited, interviewed, screened and employed in connection with the Work unless CMAR, Subcontractor or Supplier, as applicable, verified the employee's authorization to work in the United States in compliance with all applicable Laws, including without limitation, Immigration Reform and Control Act, codified at 8 U.S.C.A. § 1324a, *et. seq.* and Legal Arizona Workers Act, codified at A.R.S. § 23-211, *et. seq.*

14.7 Condition Precedent to Work of Supplier. Satisfaction of all requirements of this Section 14 is a condition precedent of Subcontractor or Supplier's right to commence any Work element and to receive the payment of any amount otherwise payable to CMAR for any Work performed by the Subcontractor or Supplier.

- (A) Compliance Warranty. By permitting a Subcontractor or Supplier to commence any Work element, CMAR conclusively warrants to City that all of this Agreement's requirements have been fulfilled and must continue to be fulfilled as to the Subcontractor or Supplier.
- (B) CMAR Responsibility for Supplier. CMAR is solely responsible and liable to City for the Work's proper and timely performance by each Subcontractor and Supplier.

- (C) Copies of Subcontracts. CMAR shall furnish a copy of any subcontract or third party contract, including those with any Supplier, to City within two (2) days after it is requested by City; however, City shall have no obligation to make such a request, or to review any Subcontract or Supplier when received, and no review, non-review, objection or failure to object by City shall relieve CMAR and its Subcontractors and Suppliers from their responsibilities for fulfilling this Agreement's requirements.
- (D) Change of Subcontractor Approval. CMAR will not change a Subcontractor after the Subcontractor has been approved by City, without City's written consent to the change.

15. Self-Performed Work.

15.1 Selection of CMAR. CMAR, or affiliates or entity under control of CMAR (or any entity composing CMAR), may seek to self-perform portions of the Construction Services only if selected by City following this Agreement's full subcontractor procurement process, and if and only:

- (A) CMAR is selected by City on the basis provided in Section 14.2 of this Agreement in competition with at least two other candidates as determined by City; or
- (B) City has given prior written approval to CMAR's self-performance of *de minimus* Construction Services, such as minor clean-up work (but only to the extent of the type of *de minimus* work and the not-to-exceed amount authorized in City's written approval).

15.2 Contract for Self-Performed Work. If CMAR is selected to self-perform portions of the Construction Services, a written Subcontract will not be required and this Agreement's provisions will be applicable. Prior to initiation of the self-performance of Work, the City and CMAR will agree prior to work on a written scope and a lump sum or not to exceed line item that will include CMAR's direct and indirect compensation, labor, labor burden, supervision, overhead, and all other costs. CMAR's self-performance of any Work allowed under this Section will not change, in any way, the amount CMAR is entitled to as compensation under this Agreement or the Contract Sum, CMAR's Fee or the GMP, as those terms are defined and calculated in Section 7 of this Agreement.

16. Performance Standards. CMAR warrants to City that:

16.1 Standard of Care. CMAR, all of its Subcontractors and Suppliers, will perform their respective obligations under this Agreement with the professional diligence and care prevailing among highly skilled and experienced commercial contractors and subcontractors with demonstrated ability to timely and properly construct projects equivalent to the Project (the "Standard of Care"), on schedule, within budget, and without latent defects.

16.2 Standard of Work. The Work must be:

- (A) In accordance with the requirements of the Project Documents;
- (B) Free from defects; and
- (C) Fit for City's intended use.

16.3 Standard of Construction Materials. All Construction Materials will be new and in excellent condition, except to the extent specifically provided otherwise in the Project Documents.

16.4 Quality Control. CMAR must establish, maintain, and implement a quality control program that is consistent with that described in the CMP and which is:

- (A) Sufficient to insure proper supervision, examination, inspection, and testing of all item of Work at appropriate intervals, including the work of Subcontractors, Supplier, suppliers; and
- (B) Sufficient to assure conformance to the Project Documents with respect to Specifically Described Items, as defined in Section 22.2 of this Agreement, and general workmanship, construction, and equipment (including maintenance, while-idle, and functional performance) requirements.

17. Regulatory Compliance.

17.1 Duty to Comply. CMAR must comply with all federal, state, county, and local laws, including, statutes, rules, regulations, codes, ordinances, executive orders, and other legislative, executive, or judicial requirements and/or decisions (collectively, "Laws") applicable to the Work whether or not specifically referenced elsewhere in this Agreement. Compliance with such Laws shall include, but not be limited to:

- (A) Compliance with Laws pertaining to contractor licensing, occupational health, safety, disabilities, building codes, construction standards, licensure, social security, employment, workers compensation, immigration, wages, payrolls, health, discrimination, equal employment opportunity, civil rights, storm water, solid wastes, Hazardous Substances, grading, air pollution, water pollution, waste disposal, human remains, land use, historic preservation, endangered or threatened species, navigable waters, waters of the United States and tributaries thereof, and any other Laws applicable to the performance of the Work; and
- (B) Compliance with any applicable standards, specifications, manuals, or codes of any technical society, organization, or association, adopted by City (and as may be modified from time to time), or those commonly used as the industry standard in the design and construction of projects comparable to the Project being performed and completed in accordance with this Agreement by the CMAR.

17.2 Notification of Investigations. To the fullest extent permitted by applicable Law, CMAR will notify City, and, in each case, require its Subcontractors and Suppliers to notify City within twenty-four (24) hours of a demand for records or notice of audit being received and/or any inspection or other investigation is commenced by any federal, state or local governmental agency that relates to the Work, including, without limitation:

- (A) Any Site inspection or investigation conducted to a determine compliance with any Laws or permits pertaining to Hazardous Substances, waste, dust control, air quality, water pollution, storm water runoff, endangered species, navigable waters, occupational health or safety; and
- (B) Any inspection, audit or other investigation, whether on- or off-Site, conducted to verify the immigration and/or worker authorization status of any person employed or contracted by CMAR, its Subcontractors, or any Supplier.

17.3 City's Rules. City has the right, but not the obligation, to adopt and prescribe from time to time one or more rules and regulations ("City's Rule(s)") governing parking, access, times of work, noise, behavior towards City's employees, customers, guests or invitees, and such other matters not involving the means, method, techniques or manner of the Work's performance that City deems pertinent to preventing disruption to City's ongoing operations.

- (A) CMAR will enforce, and will be responsible to City for the failure of its employees, or employees of its Subcontractors or Supplier to comply with City's Rules.
- (B) Compliance with City's Rules will be a condition to the right of any person to enter upon any of City's property, and City has the right to revoke such right of access to any person who has breached or failed to comply with any of City's Rules.
- (C) The issuance or non-issuance, enforcement or non-enforcement of City's Rules by City will not relieve CMAR from its sole and exclusive responsibility to City for taking all appropriate precautions, in accordance with applicable Laws, to ensure the health and safety of persons and property with respect to the Work.

17.4 Compliance Assurances. CMAR warrants to City that CMAR and its Subcontractors and Suppliers are in compliance with all of the following:

- (A) Subcontractors and Supplier now hold—and, at all times relevant to this Project, will hold—all licenses, registrations and other approvals necessary for the lawful furnishing of the Services; and
- (B) Subcontractors and Suppliers are not—and, at all times relevant to this Project, will not—be debarred or otherwise legally excluded ("Debarred") from contracting with any federal, state or local governmental entity; and
- (C) Except with City's knowledge and consent and provided the activity, employment, interest or contribution will not reasonably compromise or appear to compromise their professional judgment or prevent them from serving the best interests of City, Subcontractors and Suppliers will not:
 - (1) Accept trade discounts;
 - (2) Have a significant direct or indirect financial interest in CMAR or any of its Subcontractors or Supplier; or
 - (3) Undertake any activity or employment or accept any contribution.

18. Health and Safety.

18.1 General Safety Duty.

- (A) CMAR is solely responsible for the safety and health effects of the Work as it may impact all persons and property whether or not under CMAR's control.
- (B) CMAR shall at all times:
 - (1) Provide proper traffic control, warnings, and all other measures necessary to protect City and City's employees, invitees, licensees, and agents, and all other third persons from illness, sickness, death, personal injury or property damage arising from or relating to the Work; and

- (2) Maintain a safe working environment, in full compliance with all applicable Laws relating to occupational health and safety and drugs in the workplace.

18.2 Hazardous Substances. CMAR is responsible for the proper handling of every substance, material and equipment it brings to the Site, and in the conduct of its operations, so as to prevent the release of any Hazardous Substance:

- (A) Remediation. CMAR is responsible for the cost of remediation and all other losses and damages to City resulting from any release by CMAR of any Hazardous Substance.
- (B) Actions upon Discovery. If CMAR discovers material on the Site it reasonably believes to be a Hazardous Substance, then CMAR must immediately:
 - (1) If the Hazardous Substance presents or may present an imminent threat or endangerment to public health or safety, immediately notify the City and, if appropriate, the National Response Center;
 - (2) If the Hazardous Substance does not present an imminent threat or endangerment to public health or safety, notify City in writing of the discovery of the Hazardous Substance and provide all relevant information;
 - (3) Discontinue Work in the affected area and take whatever reasonable precautions are necessary to protect persons and property from exposure to the Hazardous Substance, including, but not limited to, taking actions to prevent the movement, spread or disturbance of the suspected Hazardous Substance in accordance with applicable Laws;
 - (4) CMAR may resume operations in the affected area only after City has determined that the material is either not a Hazardous Substance or that it is a Hazardous Substance but it has been properly remedied or mitigated or the risk has been minimized in accordance with applicable Law; and
 - (5) If the remedy directed by City results in a delay to the Work's critical path, and if CMAR did not cause, allow, or contribute to the release or threat of release of the Hazardous Substance, CMAR may be entitled to an equitable adjustment of the Contract Times and Contract Sum, in accordance with Section 11 or Section 20.3(E) of this Agreement.

18.3 Waste.

- (A) Waste Defined. "Waste" includes any dust, solids, liquids or other form of discardable material that is not a Hazardous Substance.
- (B) Waste Management. CMAR must maintain proper precautions so that the amount of Waste resulting from CMAR's Work is at all times:
 - (1) Kept at minimum;
 - (2) Confined within the Site; and

- (3) Not permitted to interfere with or disturb City's ongoing operations or the activities of City's employees, customers, guests, invitees, or licensees.

(C) Waste Removal. All Waste must be removed from the Site each day, pursuant to a plan approved by City, and the Waste must be properly transported and disposed of at an appropriate disposal facility in accordance with applicable Law.

(D) Contract. CMAR must contract with City for any regular waste removal.

19. Permits.

19.1 Duty to Secure. CMAR will timely and proactively apply for, and undertake all actions necessary to secure all federal, state and local permits, licenses and approvals required for the Work.

19.2 Costs of Permits. The cost of permits, licenses, connection fees, and other such fees must be included in the Construction Services Costs. If CMAR's actions cause the cost of the Work to increase because normal permit application review and issuance may cause it to fail to the Construction Schedule, the cost for seeking expedited review and approval of such permit applications must be borne solely by CMAR and will not be reimbursed by City.

19.3 Public Hearings. CMAR will attend and participate in all public hearings held by local governmental jurisdictions and utilities in connection with the issuance and compliance with such permits, licenses and approvals.

19.4 Compliance. CMAR and each of its Subcontractors and Suppliers must comply with, and give all notices and take all actions required by all permits issued for the Work. Any failure to comply with the terms and conditions of such permits will be the responsibility of the CMAR and any penalties imposed for such failure(s) shall be borne by the CMAR alone.

20. Site.

20.1 Title to Project Site. City warrants that it owns title to the Project site and that all know easements, licenses, and restrictions that may affect the Project have or will be timely disclosed.

20.2 On-Site Locations.

(A) Reference Points. City will provide engineering surveys to establish reference points for construction, which in City's judgment are necessary to enable CMAR to begin the Work.

(B) Site Layout. CMAR will be responsible for laying out the Work, protecting and preserving the established reference points and must not make change relocations without the proper written approval of City.

(C) CMAR's Responsibilities. CMAR must report to City whenever any reference point is lost or destroyed or whenever relocation of a reference point is required due to necessary changes in grades or locations. CMAR will be responsible for the accurate replacement or relocation of the reference points by professionally qualified personnel.

20.3 Newly Discovered or Changed Conditions. CMAR warrants and represents that CMAR:

- (A) Inspection. Has conducted a visual inspection of the Site, reviewed the soils report, and performed all other due diligence activities CMAR considers adequate to verify the conditions of the soils and other conditions at the Site;
- (B) No Defects. Has observed no defects, discrepancies, deficiencies or faults with the Site making it unsuitable for the Project or found any defects, discrepancies, deficiencies or faults in any Project Documents that would require further investigation (except those that have already been reported to City in writing); and
- (C) Acceptance. Accepts the condition of the soils and the Site as being fit and proper to allow for the full performance of the Work.
- (D) Discovery of Conditions. If, at any time CMAR during the performance of the Work, CMAR encounters previously unknown conditions at the Site, which could not reasonably have been detected by CMAR's investigation, and that make it unsuitable for the Work's proper and accurate performance, CMAR must promptly:
 - (1) Discontinue Work in the affected area;
 - (2) Leave the Newly Discovered or Changed conditions as they are found (taking reasonable precautions for the protection of persons and property);
 - (3) Notify City and its Project Coordinator (immediately by phone or email, followed by written notice within 24 hours identifying the Newly Discovered or Changed Conditions with specificity); and
 - (4) Await clarification and direction before CMAR proceeds with any Work that may be affected.

For purposes of this Section, "Newly Discovered" or "Changed" conditions shall include, without limitation: deficiencies in the design or in the condition of existing construction, conditions in or beneath the Site that differ materially from indications in the Design Documents, or other newly discovered or changed conditions that may adversely impact the Work and that are not provided for in the Design Documents.

- (E) Equitable Adjustment. If the Newly Discovered or Changed Conditions could not be reasonably discovered or foreseeable by CMAR during its due diligence activities, CMAR may be entitled to equitable adjustment of the Contract Times and GMP for any resulting critical path delays or additional expenses incurred by CMAR, subject to Sections 10 and 11 of this Agreement
- (F) Liability and Responsibility. If CMAR proceeds with Work after discovery of a Newly Discovered or Changed condition without notifying City and suspending applicable Work as provided in this Section, CMAR will be liable and responsible to City for all resulting losses, liabilities, damages, and expenses and CMAR will have waived any right to seek a CMAR Claim or Equitable Adjustment (as provided in subsection 20.3(E.) above) resulting from any Newly Discovered or Changed condition.

20.4 Underground Facilities. CMAR will comply with the provisions of A.R.S. § 40-360.21 *et. seq.*, relating to underground facilities, and further:

- (A) Other Owners. CMAR acknowledges that City is not the owner of some underground facilities on, or contiguous to, the Project Site. "Underground facilities" includes, but is not limited to, electrical conduit, water irrigation canals and ditches, gas lines, telecommunications lines, or other communications fibers, and such facilities may be owned and/or operated by governmental or private entities;
- (B) Information and Data. The information and data shown or indicated on the Design Documents and other site specific documents concerning existing underground facilities at, or contiguous to, the Project Site will be based on the information and data furnished to City by the owners or operators of the underground facilities;
- (C) CMAR's Responsibilities. City will not be responsible for the accuracy or completeness of the information or data provided by others and CMAR will have the responsibility for the following, the cost of which are included in the GMP:
 - (1) Reviewing and verifying the information and data provided by others;
 - (2) Locating all underground facilities on, or contiguous to, the Project Site, to the extent knowledge of adjacent underground facilities is necessary and reasonable to secure;
 - (3) Coordinating the Work with the owners of the underground facilities during construction;
 - (4) Providing for the safety and protection of all underground facilities affected by the work; and
 - (5) Integrating any underground facility into the Work as necessary.
- (D) Repair and Replacement. City will not be responsible for any repair or consequential damages resulting from CMAR's mistake in locating or failure to locate underground facilities and appropriately integrate the location into the Work.
- (E) City-Owned Underground Facilities. City will provide CMAR with information and data about the location and characteristics of any underground facility that it owns, generally water and sewer, and CMAR may rely on that information and data.

20.5 Archaeological Deposits. In accordance with A.R.S. § 41-844, if CMAR discovers any archaeological sites or objects, CMAR must promptly report them to City and Director of the Arizona State Museum:

- (A) CMAR will further ensure compliance with the provisions of state law with respect to archaeological sites or objects; and
- (B) CMAR may be allowed an adjustment for time depending on the extent of the tasks required to catalogue and preserve the find and any effect the find may have on the Work.

21. On-Site City Activity.

21.1 Partial Utilization. Before Final Completion of the Project, as defined in Section 6.6 of this Agreement, City may opt to divide the Project and place a portion of the Project into use if such that part has reached substantial completion. The City may exercise the option to divide and use a portion of the Project if:

- (A) The Design Documents identify a distinct phase of the Project, and the part of the Project being sought to be placed into use has been identified in the Design Documents as a separate phase; or
- (B) City and CMAR agree that the part sought to be placed into use is a separately functioning and usable part of the Work that can be used by City for its intended purpose without significantly interfering with CMAR's timely and proper performance of the remainder of the Work.
- (C) If the Project is not phased and City decides to place a part of the Project into use such that CMAR incurs additional costs or requires additional time, CMAR may present a CMAR Claim for additional time or compensation in accordance with Section 11 of this Agreement.

21.2 City's Performance of On-site Work. City may perform other work on-site that is related to the Project using by either the City's own work force, contractors, vendors or suppliers including, but not limited to, utility companies, e.g., electric, gas, telecommunications, perform work on the Site ("City's On-site Work").

- (A) Access. CMAR will assure that the entities handling the City's On-site Work have safe and proper access to all portions of the Project Site necessary for the performance of the City's On-site Work.
- (B) Materials and Equipment. CMAR will assure that the entities performing the City's On-site Work have adequate space to transport, handle, stage and store materials and equipment and adequate space and opportunity to conduct the City's On-site Work.
- (C) Coordination. CMAR will coordinate its Work with the City's On-site Work so that both parties perform their Work in a timely and efficient manner.
 - (1) Unless otherwise provided in the Project Documents, CMAR will perform all cutting, fitting, and patching of material or elements of the Work that may be required to make the CMAR's Work and the City's On-site Work consistent and functional.
 - (2) CMAR will not endanger any Other On-site Work while integrating the works.
 - (3) If the CMAR's completion of any portion of the Work depends on the completion of City's On-site Work, CMAR will inspect the City's On-site Work and timely report to City any delays, defects, or deficiencies that may delay or hinder CMAR's complete execution of the Work. A failure by CMAR to inspect and report the City's On-Site Work will constitute acceptance of that Work and any objection CMAR may have is deemed to be waived.
- (D) Compensation. If CITY On-site Work is required, but was not identified in the Design Documents or other documents upon which CMAR could reasonably rely in preparing the GMP,;

- (1) Written notice of the City On-site Work will be given to CMAR a reasonable time before this work begins; and
- (2) CMAR may make a CMAR Claim, under the provisions of Section 11 of this Agreement if CMAR believes this unidentified City On-site Work will cause CMAR to incur additional expenses or time.

21.3 Transfer of Control. In the event control of the Project Site is transferred from CMAR to another party or entity, CMAR and City will work to assure that safety of the Project Site is not compromised, that access to and control of the Project Site is maintained, and that proper insurance is in place.

22. Inspection of Work.

22.1 City Inspections. City has the right to inspect the Work at any time and to any extent it believes is necessary and reasonable.

- (A) Required Inspections. Certain aspects of the Work will require inspections in accordance with existing City Ordinances and City Code provisions or in accordance with the scope of Work as set forth in this Agreement.
 - (1) CMAR must timely arrange and finalize any required inspections and testing.
 - (2) CMAR will pay all costs associated with any required inspections, and these costs shall be included in the GMP. The costs of any testing or collection of data that is required for the inspection of City shall not be the basis for any Change Directive, Change Order, CMAR Claim or an amendment to the GMP.
 - (3) CMAR must obtain and provide to City Certifications or warranties required or which reasonably result from the required inspection or testing.
- (B) Cooperation. CMAR will cooperate fully with any inspections conducted by the City. The City will attempt to coordinate its inspections with the CMAR so as not to disrupt the Work; however, inspections for life or safety issues will be handled by both parties on a priority basis.
- (C) Independent Inspections. City may employ the services of an independent party to conduct any tests or inspections at City's cost and expense.

22.2 Specifically Described Items. If any material, component, or equipment (collectively, an "Item") is specified or described in the Project Document, Construction Document, or other document submitted to City by CMAR or by CMAR to City, by trade, proprietary, or supplier name, that Item shall be used in performing or completing the Work.

- (A) "Or-equal". If the specification or description contains or is followed by the words "or-equal", other Items of a similar kind or nature may be accepted by City, in its sole discretion, if the City determines, prior to the substitution, that the Item proposed by CMAR is qualitatively and functionally equal to of the Specifically Designed Item and the Item is sufficiently similar so that no change in the related Work will be required.
- (B) Substitutions. If CMAR proposes to use an Item different than that which is specifically named, CMAR must make an application for approval of a

substitution to City prior to use or prior to any modification or deviation intended to accommodate the use.

- (1) CMAR must submit a request for substitution in writing to City.
- (2) CMAR must submit with the request for substitution the following:
 - (a) Information about the Item sufficient for City to make a determination if the Item is essentially equivalent to that named and is an acceptable substitute.
 - (b) Any effect the substitution may have on timely achievement of the Substantial Completion date;
 - (c) Any cost or credits that will result from the substitution must detail; and
 - (d) Any other relevant information requested by City.
- (3) City approval of any substitute Item will be within its sole discretion.
- (4) CMAR is responsible for the costs associated with making the request for substitution, including the cost of obtaining the data.

22.3 Uncovering Work. City or its Project Coordinator may require CMAR to uncover Work for inspection and testing.

- (A) Builder's Responsibility. If the Work had been covered without CMAR's compliance with all applicable inspection and approval requirements of the Project Documents, CMAR must properly remedy or replace all nonconforming or deficient Work, and adjacent property damaged thereby, to City's satisfaction. CMAR must also pay the costs City reasonably incurs in connection with uncovering, testing, inspection and remedial work.
- (B) City Responsibility. If the Work had been covered in accordance with all applicable inspection and approval requirements of CMAR Documents, City will pay the costs CMAR reasonably incurs in connection with the uncovering, testing, inspection, remedial and restoration work, subject to § 11.

22.4 Rejected Work. CMAR must promptly, and so as not to interfere with the Project Schedule, remove and replace, at CMAR's sole expense, any Work that is rejected by City or its Project Coordinator as defective, contrary to CMAR's warranties, or otherwise not in accordance with the Project Documents.

22.5 City's Remedy. If CMAR does not correct such deficient or nonconforming Work within seven (7) days, or initiate any work that would reasonably take longer than seven (7) days, after receipt of written notice from City to do so, City may, without prejudice to any other remedies it may have, take whatever steps are necessary to correct the deficient or nonconforming Work, and CMAR will pay City the costs City incurs in connection with any corrective action.

23. Warranties.

23.1 CMAR Warranty. CMAR warrants that the Work performed pursuant to this Agreement is free from defects. Upon 20 days written notice from the City, and within two years from the Final Completion of the Work, CMAR must, at CMAR's

sole expense, uncover, correct, and remedy any and all defects in CMAR's Work or any defects in work of CMAR's Subcontractors or Suppliers.

23.2 Third Party Warranties. If any other Contract Document or third party warranty provides for a period longer than two years, the longer period applies.

23.3 Call-Back Remedial Work. CMAR, at CMAR's sole expense, will properly restore any of the Work or other property that is damaged by reason of any remedial Work, to City's satisfaction.

(A) Warranty on Remedial Work. All remedial Work will have an extended warranty equal to the later of Final Completion or six (6) months after completion of the remedial Work.

(B) Self-Help. If CMAR fails to correct any defects in accordance with this call-back warranty, then City may correct the defects and CMAR must reimburse City for all expenses incurred by City.

(C) Non-exclusivity. This express call-back warranty is given in addition to, and without any limitation on, any other claim, right or remedy City may have under this Agreement or applicable Law including, without limitation, any claim, right or remedy arising from tort, contract breach, license bond, recovery fund, latent defect, breach of the implied warranty of habitability, CMAR's violation of any Law, or any other claim, right or remedy, whether discovered before or after the above described call-back period (as may be extended above).

(D) No Fault of CMAR. This express call-back warranty excludes remedy for damage or defect caused by abuse, modifications not executed by CMAR, improper or insufficient maintenance, improper operation, or ordinary wear and tear usage.

24. Liens and Stop Notices.

24.1 Title to Work. CMAR warrants that title to all Work covered by an Application for Progress Payment or Application for Final Payment will pass to City no later than the time of payment.

24.2 Work Free of Liens. CMAR further warrants that, upon Application for Progress Payment or Application for Final Payment submittal, all Work for which Certificates for Payment have been previously issued and payments received from City must, to the best of CMAR's knowledge, information and belief, be free and clear of liens, claims, security interests or encumbrances.

24.3 Duty to Remove Liens. In the event any document intending to give rise to a lien, or any other claim is asserted, filed, or maintained against the Project or City contrary to the foregoing warranty by CMAR, Subcontractor, or any Supplier, then CMAR agrees to cause such lien or claim to be satisfied, removed, or otherwise discharged at its own expense, by payment, bond or otherwise, within ten (10) days from the lien's filing date.

24.4 City's Remedy for Liens. While state law precludes the filing of liens against public property, liens cause City to incur unnecessary legal fees and costs in their removal. Therefore:

(A) City Right to Action. If CMAR fails to take such action promptly after notice from City, then City has the right, in addition to all other rights and remedies available under this Agreement or at Law, to cause each such lien

or claim to be removed, satisfied or discharged by whatever means City chooses.

- (B) Costs and Expenses. CMAR will be responsible for the entire cost and expense of this lien removal action, including reasonable attorneys' fees and expenses incurred by City, and will remit payment for these costs and expenses immediately upon demand by City.

25. No Waiver. Any review or approval given, or payment made, by City or any of its representatives does not:

- 25.1** Constitute acceptance of CMAR's Work or of the sufficiency of any request for payment;
- 25.2** Operate as an acquiescence to, or waiver of, any departure from, or CMAR's failure to perform in accordance with, any of this Agreement's requirements;
- 25.3** Constitute approval of:
 - (A) The adequacy, form or content of any subcontract; or
 - (B) Any actions taken by CMAR or by any Subcontractor.
- 25.4** Relieve CMAR, any Subcontractor or Supplier of any obligations or responsibilities under this Agreement;
- 25.5** Be accepted as evidence of satisfactory performance of any Work; or
- 25.6** Diminish in any manner City's rights and remedies under this Agreement or applicable Law.

26. CMAR's Warranties and Representations.

26.1 Warranty. As an inducement to City to execute this Agreement, CMAR represents and warrants the following to City (in addition to the other representations and warranties contained in the Agreement) that:

- (A) Financial Condition. CMAR and its affiliated entities are financially solvent and able to pay their debts as they mature, and possessed of sufficient working capital to complete the Work and perform all obligations under this Agreement, provided that City satisfies its payment and other obligations under this Agreement;
- (B) Performance Ability. CMAR is able to furnish the Construction Services and FFE Services required to complete the Project and perform its obligations hereunder, provided that City satisfies its payment and other obligations, and that CMAR has sufficient experience and competence to do so;
- (C) Litigation Status. There are no pending or threatened legal actions or proceedings which might materially impair CMAR or its affiliated entities' ability to satisfy their obligations hereunder;
- (D) Legal Status. CMAR, or any prime contractor that is affiliated with a CMAR entity, is licensed by the Arizona Registrar of Contractors to perform construction and that all its construction Subcontractors and Suppliers also will be so licensed; and
- (E) Proper Authorization. That execution of this Agreement and its performance are within its authorized powers.

- 26.2 **Survival.** These representations and warranties survive this Agreement's termination and the Project's Final Completion, whichever is later.
27. **CMAR Relationship to City.**
- 27.1 CMAR's relationship to City is in all respects that of an independent contractor.
- 27.2 CMAR is solely responsible for the means, manner, method, supervision, performance, coordination, safety programs, or control of the Work to be performed by CMAR.
- 27.3 CMAR is not and will not be found to be an employee, instrumentality, department or agent of City for any purpose.
- 27.4 This Agreement will in no respect be construed to create a partnership, joint venture, or agency between the parties.
- 27.5 Neither party has right or power to bind or obligate the other party for any liabilities or obligations without the other party's prior written consent.
28. **Assignments.**
- 28.1 **City Assignment.** City may assign or transfer this Agreement without CMAR's consent.
- 28.2 **City Financing.** CMAR agrees that if City assigns this Agreement to any lender or other third party source of funding for the Project (each, a "Financing Party");
- (A) CMAR will cooperate with any such assignments, and will execute any consents, assignments and other instruments reasonably required to facilitate the assignments;
- (B) CMAR will cooperate with any inspectors engaged by a Financing Party to observe or inspect the work; and
- (C) CMAR will execute any documents that the Financing Party reasonably requests it to execute in connection with its review of any of CMAR's Work or any of City's requests to Financing Party for disbursements on account of the Work.
- 28.3 **CMAR Assignment.** CMAR will not, without City's prior written consent, which may not be unreasonably withheld, do the following:
- (A) Sell, transfer, assign or delegate any interest in this Agreement or any rights or CMAR's obligations; or
- (B) Until Final Payment is made, cause, suffer or permit:
- (1) Any sale, transfer or assignment of any stock, membership or other equity ownership interest in CMAR, or
- (2) The issuance of any new stock or other equity ownership in CMAR.
- 28.4 **Void Assignments.** Any transfer, sale, assignment, delegation, or issuance of any stock, membership, or other interest in CMAR without City's written consent is void.

29. Taxation of Revenue Bonds. City may issue revenue bonds to fund the Project's design, construction and implementation. If City issues these bonds:

- 29.1** CMAR, to the extent within its control, and so long as it does not increase CMAR's time or cost of performance of the Work, covenants that it will not knowingly take any action, or fail to take any action, that adversely affects the inclusion from gross income of the interest on any of revenue bonds under § 103(a) of the *Internal Revenue Code of 1986, as amended* (the "Code");
- 29.2** CMAR will not cause the interest on any revenue bonds to become an item of tax preference for purposes of the alternative minimum tax imposed on individuals and corporations under the Code; and
- 29.3** In the event of such action or omission, CMAR will, promptly upon having any action or inaction brought to its attention, take any reasonable actions based upon an opinion of bond counsel to City, as may rescind or otherwise negate such action or omission.
- 29.4** CMAR, to the extent within its control, and so long as it does not increase CMAR's time or cost of performance of the Work, will not knowingly directly or indirectly use or permit the use of any proceeds of any revenue bonds or any other funds of City to take or omit to take any action that would cause any revenue bonds issued to be or become "arbitrage bonds" within the meaning of § 148(a) of the Code or to fail to meet any other applicable requirement of §§ 103, 141, 148, 149 and 150 of the Code to the extent applicable to the Revenue Bonds.

30. Indemnity.

- 30.1 Duty to Indemnify, Defend, and Hold Harmless.** To the fullest extent permitted by Law, CMAR will indemnify, defend, save and hold harmless City and its elected officials, officers, employees, agents, consultants, sub-consultants, representatives, and agents (individually, an "Indemnified Party"; collectively, the "Indemnified Parties") for, from and against any and all third-party claims, demands, causes of action, damages (including compensatory, consequential, liquidated, and punitive), judgments, penalties, settlements and all other losses arising (collectively "Claim") from the performance or nonperformance of this Agreement by CMAR or of a Subcontractor, Supplier, or any other person or entity for whom CMAR is responsible and all attorneys' fees, consultants' fees, court costs (whether or not taxable by statute), and expenses incurred by each Indemnified Party.

30.2 Extent of Indemnification.

- (A) This indemnification is comprehensive and encompassing to the maximum extent permitted by Law and includes, but is not limited to, a Claim, just or unjust, of any kind, nature or description whatsoever, whether sounding in a tort, warranty, contract (including breach of this Agreement), equity, a statute, or any other theory of liability, and whether Claim is based on an alleged death, personal injury, sickness, conversion, breach of contract, breach of warranty (express or implied), breach of representation, defective work not remedied, lien, stop notice, property damage (including property damage to the Work), patent infringement, copyright infringement, loss of use and all other economic loss, release of a petroleum byproduct or other substance regulated by applicable Law, legal violations or other claimed damage.
- (B) This indemnity is in addition to and will not be deemed to limit any other indemnity given by CMAR.

30.3 Defense of Indemnified Party. CMAR will defend each Indemnified Party under this indemnity at CMAR's expense with counsel reasonably acceptable to the Indemnified Party, subject to the following:

- (A) The Indemnified Party has the opportunity to participate in the defense against the Claim;
- (B) If there are potential conflicting interests that would make it inappropriate for the same counsel to represent both CMAR and the Indemnified Party, or the Indemnified Party has defenses available to it that are not available to CMAR, then the Indemnified Party may select separate counsel to represent it at CMAR's expense;
- (C) No settlement or compromise can be effected by CMAR without the prior consent of the Indemnified Party; and
- (D) If CMAR does not, within fifteen (15) days after receipt of Notice from the Indemnified Party (or such shorter period of time as may be necessary to avoid a default on a Claim), give Notice to the Indemnified Party of CMAR's election to assume the defense of the Claim, the Indemnified Party has right to undertake, at the expense and risk of CMAR, the defense, compromise or settlement of the Claim.

30.4 Negligence of Indemnified Party. The foregoing obligations to indemnify, defend, save and hold harmless apply even if a Claim results in part from the negligence of an Indemnified Party, but, in such event, the ultimate liability of CMAR is only to the extent the Claim is found to have resulted from the negligence of CMAR or of any Subcontractor or Supplier.

- (A) In no event, however, will an Indemnified Party be indemnified for a Claim to the extent it results from the gross negligence or intentional conduct of the Indemnified Party or the Indemnified Party's agents, employees or indemnity as provided in A.R.S. § 34-226.
- (B) An Indemnified Party's acting or failing to act in reliance on promises, representations or agreements made by CMAR in the performance of the Work may not be considered gross negligence or an intentional act or failure to act by the Indemnified Party.

31. Insurance Requirements.

31.1 Insurance Obligation. CMAR must, as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors and Suppliers to furnish and maintain, insurance in accordance with the Insurance Requirements attached as **Exhibit E**.

- (A) Force Placement. In the event CMAR fails, or any Subcontractor or Supplier fails, to maintain all insurance as provided in **Exhibit E**, City may, in addition to, and without prejudice to any other remedies available to it under this Agreement or applicable Law, on two (2) days' notice, purchase equivalent insurance.
- (B) Reimbursement for Force Placement. CMAR will reimburse City upon demand, or, at City's option, by way of withholding or off-setting amounts otherwise due to CMAR, for all expenses City incurs in connection with obtaining such insurance.

31.2 Risk of Loss.

- (A) CMAR bears the risk of loss to all materials, equipment, fixtures, supplies, or other Work element, whether in transit, stored off-site, or stored or housed on site, until such elements(s) have been incorporated into the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.
 - (B) CMAR is solely responsible for insuring all such materials, equipment fixtures or other Work element from loss until such materials, equipment, fixtures or other elements have been physically incorporated in the Project, at which time CMAR risk of loss will be addressed in accordance with the other portions of this Agreement.
- 31.3 Bonds.** Upon this Agreement's execution, CMAR must furnish Payment and Performance Bonds required under the provisions of A.R.S. § 34-608. The forms of the bonds will comply with the statute and be provided by a surety approved by City.
- 31.4 Builder's Risk Insurance.** CMAR will furnish an all risk property insurance ("Builder's Risk") for the replacement value of the Work performed.
 - (A) Form. The form of policy for this Builder's Risk coverage must be non-reporting, in completed value with no co-insurance, and valued at replacement cost with non-standard (broad) form all risk policy.
 - (B) Coverage Value. The value utilized must be 100% of the completed value (including Contract Amendments) of the renovation, repairs or construction.
- 31.5 Other Property Lost Coverage.** Insurance against loss of tools, equipment, or other items not incorporated into the Work, but required for the Work's performance, is CMAR's responsibility.
- 32. Records.** CMAR must keep full and detailed accounts and exercise controls as may be reasonably necessary for the Work's proper financial management using generally accepted accounting methods and control systems reasonably satisfactory to City.
 - 32.1** City and its properly authorized representatives—who may be City employees or independent contractors as determined by City—will be afforded access at all times on reasonable advance notice to all CMAR's tangible and electronic records received or generated in connection with the Project, including, without limitation, records, books, ledgers, correspondence, instructions, drawings, receipts, contracts, subcontracts, vouchers, memoranda, electronic data bases and other electronically stored data and printouts thereof, and similar data relating to this Agreement ("Project Data").
 - (A) Project Data availability will allow for audit, review, inspection and copying, at the Site or at CMAR's offices, if these offices are located in Maricopa County, Arizona.
 - (B) Access will be available during regular business hours.
 - (C) Project Data will be available for this inspection for at least one year after Final Completion of the Project or one year after the City has issued its Final Payment and resolved all disputes regarding payments under this Agreement, whichever is later.

- 32.2 CMAR will be entitled to a reasonable charge for furnishing more than one hard copy of any document that is requested by City. CMAR will provide electronic copies to the City upon request.
- 32.3 CMAR must preserve all such Project Data for a period of six (6) years after Final Payment, or longer where required by Law, and prior to destruction, Project Data will be delivered to City if City requests.
- 32.4 CMAR must include these record keeping and record retention provisions in its subcontracts and contracts with Suppliers and require these parties to afford the City similar access for audit, inspection and copying, to all of the hard copy and electronically stored Project Data.

33. Equal Employment Opportunity.

33.1 Non-Discrimination Policies. CMAR must develop, consistently implement, and effectively maintain non-discrimination policies.

- (A) Duty to Not Discrimination. CMAR and CMAR's Subcontractors and Suppliers must not discriminate against any employee or applicant for employment because of race, religion, color, sex, sexual orientation or national origin.
- (B) Affirmative Action. CMAR must take affirmative action to insure that applicants are employed, and that the employees are treated during employment without regard to their race, religion, color, sex, sexual orientation or national origin. This affirmative action includes, but not be limited to, the following:
 - (1) employment;
 - (2) upgrading;
 - (3) demotion or transfer;
 - (4) recruitment or recruitment advertising;
 - (5) layoff or termination;
 - (6) rates of pay or other compensation; and
 - (7) selection for training, including apprenticeship.

33.2 Notices of Non-Discrimination Policies. CMAR will post in conspicuous places, available to employees and applicants for employment, notices that set forth the non-discrimination policies and CMAR, its Subcontractors and Suppliers will, in all solicitations or advertisements for employees placed by them or on their behalf, state that all qualified applicants will receive consideration for employment without regard to race, religion, color, sex, sexual orientation or national origin.

34. Immigration Law Compliance: CMAR, and on behalf any Subcontractor and Supplier, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 34.1 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 34.2 City retains the legal right to inspect the papers of any CMAR, Subcontractor or Supplier employee who performs work under this Agreement to ensure that CMAR,

its Subcontractors and Suppliers are fully in compliance with any warranty under this Section.

- 34.3 City may conduct random inspections, and upon request of City, CMAR shall provide copies of papers and records of CMAR demonstrating continued compliance with the warranty under this Section. CMAR agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this Section.
- 34.4 CMAR agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon CMAR and expressly accrue those obligations directly to the benefit of the City. CMAR also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 34.5 CMAR's warranty and obligations under this Section to the City continue throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified so that compliance with this Section is no longer a requirement.
- 34.6 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

35. Termination.

- 35.1 **For Cause.** City has the right to terminate this Agreement without notice if CMAR:
 - (A) Fails to maintain insurance required by this Agreement;
 - (B) Violates any applicable Law regulating Hazardous Substances, occupational health, job safety, or environmental matters;
 - (C) Jeopardizes the health, safety or welfare of persons or property;
 - (D) Is Debarred by any governmental entity (in which event the termination will be effective as of the date of the sanction or debarment); or
 - (E) Abandons the Work.
- 35.2 **For Breach.** If this Agreement is breached by CMAR, City may terminate this Agreement if CMAR fails to cure the breach within seven (7) calendar days after delivery of written notice specifying the breach or within such longer period of time as City may agree to in writing.
- 35.3 **Remedy after Termination.** If this Agreement is terminated, CMAR will immediately stop Work and remove its employees from the Project Site. City may, without prejudice to any other right or remedy available at Law or in equity, complete the Project through alternate means and in whatever manner City deems appropriate. City may also, at its election, take possession of and use the materials, equipment, tools and machinery of CMAR, a Subcontractor, or any Supplier to complete the Work otherwise required of the CMAR under this Agreement.
- 35.4 **Payment after Termination.** CMAR will have no right to any further payment until after City has completed the Project and determined the amount of its costs, and expenses and damages resulting from the termination.

- (A) If the unpaid balance of the Contract Sum exceeds the costs City incurs to complete the Project, plus other expenses and damages incurred by City resulting from CMAR's breach of this Agreement, City will pay CMAR the difference.
- (B) If the expense of completing the Project, plus City's damages and other expenses, exceeds such unpaid balance, CMAR will pay the difference to City upon demand.

35.5 For Convenience. City may terminate this Agreement as to all or any part of the Work for convenience at any time without cause upon five (5) days written notice.

- (A) Notice of Termination for Convenience. Notice of termination for convenience:
 - (1) Will be provided no less than five (5) days before cessation of Work;
 - (2) Will specify the date of termination for that part of the Work; and
 - (3) Will direct the sequence and manner in which the termination will be implemented.
- (B) Payment after Termination for Convenience. Upon termination for convenience, City will pay CMAR the reasonable value of all Work performed prior to the date of termination, including costs necessarily incurred, reasonable costs of demobilization and shut down, and reasonable overhead and profit on Work performed, but excluding any profit or overhead on unexecuted Work.

35.6 Abandonment.

- (A) City's Right to Terminate. In the event CMAR, any Subcontractor or Supplier suspends or terminates its performance under this Agreement for any reason, City has the right to suspend or terminate all or any part of this Agreement and finish the suspended or terminated Work by whatever means City determines is appropriate.
- (B) Replacement. To prevent termination, CMAR must replace Subcontractor or Supplier within five (5) days by procurement of a Subcontractor or Supplier in a manner that is acceptable to City.
- (C) Withholding of Payments. If the abandoning Subcontractor or Supplier is not timely replaced, City may complete the Work at CMAR's expense, in which case:
 - (1) CMAR will not be entitled to receive any further payment hereunder until:
 - (a) The entire Project is complete; and
 - (b) All direct and indirect costs incurred by City to complete CMAR's Work, plus a reasonable allowance for City's overhead and profit, has been paid or offset against the GMP.
 - (2) Direct and indirect costs and the allowance for overhead and profit will apply against the Contract Price and, if the cost to complete the Project is greater than the amount due CMAR, CMAR will pay that difference immediately to City.

36. Dispute Resolution.

- 36.1** Each claim, controversy and dispute (each a "Dispute," collectively, "Disputes") will be initiated and resolved as provided in **Exhibit G**.
- 36.2** CMAR will continue performance of the Work pending resolution of any CMAR Claim, or of any Dispute unless otherwise directed by City in writing.

37. Notices.

- 37.1** Any communication or notice required to be issued or given under this Agreement (each, a "Notice") will be effective only if:
- (A) Notice is in writing; and
 - (B) Delivered to the physical or electronic address given in Section 3 of this Agreement on a business day observed by City ("Business Day"):
 - (1) in person;
 - (2) by private express overnight delivery service (delivery service charges prepaid);
 - (3) certified or registered mail (return receipt requested); or
 - (4) electronic mail, if confirmation of receipt is given and received.
- 37.2** A notice will be deemed delivered to the party:
- (A) As of the date of receipt if received before 5:00 PM on a Business Day at the address for Notices identified in Section 3 of this Agreement; or
 - (B) As of the next Business Day if received after 5:00 PM on a Business Day at the address for Notices identified in Section 3 of this Agreement.
- 37.3** The party giving Notice will have the burden of proof as to the time and place of delivery.
- 37.4** A party may only change its representative or the information for giving Notice by giving Notice of the change to the other party in writing at least ten (10) days prior to the date such change becomes effective.

38. Miscellaneous.

- 38.1 Contract Amendment.** The parties may, at any time, modify this Agreement by written agreement ("Contract Amendment") signed by both City and CMAR. The Contract Amendment shall become effective and an enforceable part of this Agreement upon its execution.
- 38.2 Integration.** This is the entire agreement of City and CMAR, and it supersedes all negotiations and any prior agreements between them relating to the Work and the Project. No other documents are included unless incorporated herein by reference.
- 38.3 Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 38.4 Successor and Assigns.** This Agreement will inure to the benefit of and be binding on the parties' successors and assigns.

38.5 Rights and Remedies.

- (A) All rights and remedies provided in this Agreement are cumulative and the exercise or assertion of one or more rights or remedies will not affect any other rights or remedies allowed by Law or equity or this Agreement.
- (B) Neither the failure nor any delay on the part of a party to exercise any right, remedy, power or privilege under this Agreement's provisions, or with respect to any occurrence, shall operate as a waiver with respect to such provision or occurrence thereof.
- (C) No single or partial exercise of any right, remedy, power or privilege precludes any other or further exercise of the same or of any right, remedy, power or privilege.

38.6 No Waiver. No waiver is effective unless it is in writing and is signed by the party asserted to have granted such waiver.

38.7 Severability. If any provision of this Agreement is held by any court to be void or unenforceable, that provision will not affect the validity of the remaining provisions of this Agreement.

38.8 Survival. Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification provision, insurance requirement, and every other right, remedy and responsibility of City or CMAR under this Agreement will survive the Project's completion, or this Agreement's earlier termination.

39. Conditions Precedent. This Agreement's effectiveness, and City's obligations hereunder, are contingent upon City's written confirmation to CMAR that each of the following contingencies have been fulfilled:

39.1 Funding. City has allocated funds specifically for the purpose of the Project or has secured financing it deems satisfactory for the Project.

39.2 Approval. This Agreement has been approved by the Glendale City Council.

40. Exhibits. The following exhibits are incorporated by this reference:

<u>Exhibit</u>	<u>Title</u>	<u>First Reference</u>
A	The Project	Recital A
B	The Work; Key Personnel	Recital B; § 3.2(C)
C	GMP Schedule	§ 0
D	Project Schedule	§ 0
E	CMAR's Insurance Requirements	§ 31
F	Forms of Payment and Performance Bonds	§ 31.1
G	Dispute Resolution Procedures	§ 36

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, City and CMAR enter into this agreement and it shall become effective as of the ____ day of _____, 2014 (the "Effective Date").

CITY OF GLENDALE

Brenda S. Fischer, City Manager

Date: _____

Approved as to Form:

Michael D. Bailey, City Attorney

Attestation:

Pamela Hanna, City Clerk (SEAL)

Achen-Gardner Construction, LLC,
a Arizona Limited Liability Company Corporation

By: _____
Daniel J. Spitz, P.E.
Its: Vice President
Registrar of Contractors License: 261745

Date: _____

Exhibit A
THE PROJECT

EXHIBIT A – PROJECT DESCRIPTION
GMP PROPOSAL (09/23/14)

CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100

Following is a brief DESCRIPTION of the Project for which construction services are specified to be performed:

The Hillcrest Ranch Booster Pump Station (HRBPS) serves to pump water from the City's Water Zone 2 to Water Zone 3 in the event the Pyramid Peak WTP is off line or at a reduced capacity. The purpose of this project is to modify the waterline distribution system to improve the ability of the HRBPS to better serve Zone 3. To accomplish this, new 24-inch and 30-inch waterlines will be installed in 67th Avenue through the intersection at Deer Valley Road.

The proposed new waterlines will tie-in to existing 24-inch and 36-inch concrete lined steel cylinder pipe. As part of the design phase services, the CMAR performed exploratory excavations in the area of the two tie-ins, as well as possible other locations as necessary to develop this proposed scope of services. Additionally, the project includes an allowance for 250 LF of 12" waterline in Deer Valley Road through the intersection at 67th Avenue.

Critical Dates and Considerations:

- Long-lead valves, line stops, and tapping sleeves - 6 weeks from approved submittals

EXHIBIT B
THE WORK
KEY PERSONNEL

(See Attached)

EXHIBIT B – THE WORK
GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100**

NOTE: See following Exhibits:

- Exhibit B1 – List of GMP Documents
- Exhibit B2 – Project Construction Phase Key Personnel

EXHIBIT B1 – LIST OF GMP DOCUMENTS

GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS**

COG PROJECT NO.: 121328

ACHEN-GARDNER PROJECT NO.: 3362100

GMP is based on the following documents:

- Wilson Engineers Option 4 Plan Sheets (4 sheets); titled Wilson Project No. 14011; dated 08/01/2014 10:22:33.
- MAG Specifications and City of Glendale supplemental specifications and details.
- Achen-Gardner's Design Phase Services Contract for this Project dated June 10, 2014.
- City of Glendale Construction Manager at Risk, Construction Phase Agreement received by Achen-Gardner via email October 28, 2014; 67 pages.
- Achen-Gardner's GMP Proposal including Exhibits dated September 23, 2014.

EXHIBIT B2 – PROJECT CONSTRUCTION PHASE KEY PERSONNEL
GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100**

Achen-Gardner's Project key personnel for the construction phase are as follows:

Chris Dietl – Project Manager
Mike Gewecke – Project Superintendent
Tim Winburne – Project Assistant Superintendent

Project Team Construction Phase Support
Dan Broderick – Director of Pipeline Rehabilitation
Dan Spitz – Design Phase Services Manager/Principal
Andy Mortensen – Lead Estimator

EXHIBIT C

GMP PROPOSAL SCHEDULE

(See Attached)

EXHIBIT C – GMP PROPOSAL SCHEDULE
GMP PROPOSAL (09/23/14)

CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100

NOTE: See following Exhibits:

- Exhibit C1 – GMP Proposal Schedule Summary
- Exhibit C2 – GMP Schedule of Values
- Exhibit C3 – Bid Item Clarifications, Assumptions, Inclusions/Exclusions

EXHIBIT D
PROJECT SCHEDULE
SCHEDULE UPDATES

(See Attached)

EXHIBIT C1 – GMP PROPOSAL SCHEDULE SUMMARY
GMP PROPOSAL (09/23/14)

CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100

CONTRACTOR will complete the Work in accordance with the Construction Documents and accept in full payment for the Work items listed below the following GMP Approved Prices, as applicable:

Item	Percent	Not-to-Exceed Price (\$)
Cost of the Work	53.2%	936,490.00
General Conditions	6.3%	111,000.00
Bonds	0.7%	11,695.23
Insurance	1.0%	17,283.59
Sales Tax	3.2%	57,062.28
Contractors Fee	5.9%	104,749.00
OWNER Contingency *	18.0%	316,718.00
CONTRACTOR Contingency *	11.7%	206,059.61
GMP	100%	1,761,057.71
NOTE: Percentages are calculated based on the GMP Total.		

* Owner Contingency and Contractor Contingency include standard mark-up and fee structure (ref. Exhibit C2 – SOV).

Guaranteed Not-To-Exceed Maximum Price or GMP (The sum of the computed totals listed in the GMP Proposal Schedule and detailed in CONTRACTOR's GMP Proposal dated September 23, 2014 and referenced in the GMP Exhibits in the Construction Contract):

\$ 1,761,057.71

One million, seven-hundred sixty-one thousand, fifty-seven dollars and seventy-one cents.

THE GMP PROPOSAL IS BASED UPON ESTIMATED QUANTITIES, UNIT PRICES, AND ALLOWANCES. IF THERE IS AN ERROR IN THE GMP PROPOSAL OR COMPUTED TOTALS BY THE CONTRACTOR IT SHALL BE CHANGED AND THE UNIT PRICES SHALL GOVERN.

OWNER shall pay CONTRACTOR for completion of the Work based on actual Measured Quantities and agreed to unit prices in accordance with the approved Schedule of Values (re: Proposal Exhibit C2). It is understood that these individual negotiated unit prices may include the cost associated with the risk of delivering the work in accordance with Section 5 (Construction Manager At Risk Agreement – Construction Contract) – Guaranteed Maximum Price and associated GMP Proposal Clarifications (re: Proposal Exhibit C3). CONTRACTOR is not responsible for the adequacy of OWNER Contingency Allowance amount.

EXHIBIT C2 – GMP PROPOSAL SCHEDULE OF VALUES
GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100**

See following Schedule of Values Spreadsheet.

EXHIBIT C3 – BID ITEM CLARIFICATIONS, ASSUMPTIONS, INCLUSIONS/EXCLUSIONS
GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100**

ITEM NO.	ASSUMPTION/COMMENT/CLARIFICATION/INCLUSIONS/EXCLUSIONS
General	GMP excludes all costs associated with removing, replacing, and/or relocating any existing buried and/or overhead utilities not detailed in the design documents and utilized to prepare this GMP Proposal. Achen-Gardner does accept responsibility for protecting any existing utilities properly located (i.e. Blue Stake) but not detailed on the Project Plans.
General	GMP excludes all costs associated with COG Permit and Plan Review Fees, City of Glendale Commercial Permits, QA (i.e. Inspection) Costs, Impact Fees, Utility Company Fees, and/or any other permit or fee not detailed.
106	Sidewalks and bike lanes will be maintained or detoured. One lane of traffic is to remain open in each direction. Temporary steel plates will be installed per MAG specifications and used for vehicle or pedestrian trench crossings as required. Bus stop access will be maintained but maybe relocated. Left turn restrictions if needed. Temporary traffic signals are not anticipated and will be paid for under Owner's Contingency if required.
205 - 211	Pressure test by visual inspection. Disinfection by swab method.
400 - 404	These CM@Risk Construction Mark Ups and Fees are set and will be applied to any increases or decreases in the Project's Direct Costs and General Conditions resulting from approved additions and/or deletions to the Project Scope (ref: Contractor Contingency and Owner Contingency).
500 - 504	Estimate of Contractor Contingency has been set at \$206,059.61 to be utilized if needed as agreed upon by the City and Achen-Gardner.
600 - 601	Achen-Gardner does not guarantee the sufficiency of Owner Contingency. Work performed from Owner Contingency is subject to all applicable mark-ups (ref. Exhibit C2 – SOV). Mark-ups are included in the Owner Contingency amount.

EXHIBIT D – PROJECT SCHEDULE
GMP PROPOSAL (09/23/14)

**CONSTRUCTION MANAGER AT RISK FOR CITY OF GLENDALE
DEER VALLEY ROAD & 67TH AVENUE WATERLINE IMPROVEMENTS
COG PROJECT NO.: 121328
ACHEN-GARDNER PROJECT NO.: 3362100**

NOTE: See Attached Schedule which will be utilized as the Project Baseline Construction CPM Schedule.

EXHIBIT E

CMAR'S INSURANCE REQUIREMENTS

CMAR must, as a material obligation to City and a condition precedent to any payment otherwise due to CMAR, furnish and maintain, and cause its Subcontractors and Suppliers to furnish and maintain, insurance in accordance with the provisions of this Exhibit.

CMAR must secure and maintain without interruption, from the date of commencement of the Work until the later of the date of Final Completion, the date of final payment, or the date until which this Agreement requires any coverage to be maintained after final payment, policies of commercial general liability, commercial auto, umbrella/excess, workers compensation and employers liability insurance, providing the following coverage, limits and endorsements:

1. Commercial General Liability Insurance.

1.1 The CGL policy must be written on an occurrence basis, on ISO form CG 001 or its equivalent, providing coverage for bodily injury, broad form property damage, personal injury (including coverage for contractual and employee acts), contractual liability, incidental professional liability, the hazards commonly referred to as XCU, and products and completed operations, with a combined single limit of liability of not less than \$5,000,000 for each occurrence applicable to the Work, and an annual aggregate limit of liability of not less than \$5,000,000 applicable solely to the Work, and meeting all other requirements of this Exhibit.

1.2 The general liability insurance may be accomplished with a combination of a general liability and an excess/umbrella liability policy.

1.3 Each general liability policy must be endorsed or written to:

- (A) Include the per project aggregate endorsement;
- (B) Name as additional insureds the following: City of Glendale and its employees, representatives and agents (collectively, the "Additional Insureds");
- (C) Stipulate that the insurance afforded by the policies furnished by CMAR will be primary insurance and that any insurance, self-insured retention, deductibles, or risk retention programs maintained or participated in by the Additional Insureds, or their agents, officials or employees will be excess and not contributory to the liability insurance furnished by CMAR and by its Subcontractors;
- (D) Includes a severability of interest clause; and
- (E) Waive all rights of recovery against the Additional Insureds.

2. Workers' Compensation Insurance.

2.1 The Workers' Compensation policy must meet all Arizona statutory requirements, and Employers' Liability Insurance, with limits of at least \$500,000 per accident or disease per employee, both policies endorsed to waive subrogation against the Additional Insureds.

2.2 CMAR must provide, at CMAR's expense, Voluntary Compensation insurance for the protection of employees engaged in the Work who are exempt from the coverage provided under the Workers' Compensation statutes with coverage equivalent or better than the coverage required in the preceding sentence, for the duration of the project.

3. Auto Liability Insurance

3.1 Auto Liability must be carried with minimum combined single limits of \$1,000,000 per occurrence for bodily injury and property damage.

3.2 This policy must include a duty to defend and cover all owned, non-owned, leased, hired, assigned or borrowed vehicles.

3.3 This policy must be endorsed to name the Additional Insureds as such, stipulate that any insurance carried by the Additional Insureds must be excess and not contributory, and to waive subrogation against the Additional Insureds.

4. Equipment Property Insurance.

4.1 CMAR must secure, pay for, and maintain all-risk insurance as necessary to protect City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by CMAR, its Subcontractors or Supplier and any construction material in transit or stored in any location other than the Site.

4.2 This policy must have a waiver of subrogation in favor of the Additional Insureds.

5. Commercial Crime Insurance. This policy must cover employees responsible to disburse funds to pay project costs against employee dishonesty, forgery or alteration, or computer fraud.

6. Waiver of Subrogation. CMAR hereby waives, and will require each of its Subcontractors and Suppliers to waive, all rights of subrogation against the Additional Insureds to the extent of all losses or damages covered by any policy of insurance.

7. Term of Coverage.

7.1 The products and completed operations liability coverage required by this Agreement must extend for a period of not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

7.2 If at any time prior to the conclusion of time limit described in Section 7.1 above, CMAR cannot obtain equivalent coverage by replacement or renewal, CMAR must acquire a tail policy prior to expiration of the existing policy not less than five years after the earlier of Final Payment for the Work, or the termination of the Agreement (the "Completed Operations Term").

7.3 CMAR will furnish certificates of insurance and other evidence that City may reasonably require during the Completed Operations Term to establish compliance with the requirements of this paragraph.

7.4 All other policies of insurance must be maintained continuously in force from commencement of the Work until the date of Final Payment.

8. Subcontractor and Supplier Insurance Requirements.

8.1 CMAR must require all of CMAR's Subcontractors and Suppliers, as a condition of working on the Project, and of receiving payment, to:

- (A) Purchase and maintain Commercial General Liability, Workers' Compensation and Employer's Liability, and Automotive insurance policies, with the same coverage, endorsements, terms of coverage and other provisions as are required of CMAR under by this Exhibit, **EXCEPT**

THAT the combined coverage limits of the general liability insurance to be furnished by Supplier must be \$1,000,000 per occurrence, and \$1,000,000 as the annual aggregate limit); and

- (B) Timely furnish to City proper certificates, endorsements, copies of declarations pages, and other documents necessary to establish the Subcontractor's compliance with this Exhibit.
- (C) The Supplier's general liability policy must also be endorsed to provide the same coverage as the primary insurance, the general liability insurance furnished by CMAR must be the secondary and non-contributory, and any insurance carried by the Additional Insureds must be excess, tertiary and non-contributory to the insurance furnished by CMAR and Subcontractor.
- (D) City has the right to inspect and copy all such certificates, endorsements, or other proof at any reasonable time.

9. Other Policy Provisions. Each policy to be furnished by CMAR, each Subcontractor and Supplier must:

- 9.1** Be issued by an insurance carrier having a rating from A.M. Best Company of at least A-VII or better;
- 9.2** Have a deductible not exceeding \$10,000 unless otherwise agreed upon by City;
- 9.3** Provide that attorneys' fees shall be outside of the policy's limits and shall be unlimited;
- 9.4** Include the Facility per aggregate endorsement;
- 9.5** Waive all rights of subrogation against City;
- 9.6** Contain a provision that coverage afforded under the policies will not be canceled, allowed to expire, or reduced in amount until at least thirty (30) days prior written notice has been given to City; and
- 9.7** Be otherwise satisfactory to City. City agrees to consider alternatives to the requirements imposed by this Exhibit but only to the extent that City is satisfied the insurance is not commercially available to the insured. In such event, City shall have the right to set conditions for such waiver, including, but not limited to, additional indemnities, and the request that City shall be a loss-payee under the policy.

10. Certificates and Endorsements.

- 10.1** Within ten (10) days after the execution of this Agreement, CMAR must provide City with all certificates and endorsements evidencing that all insurance requirements have been met;
- 10.2** Within ten (10) days after execution of each subcontract (but in all events prior to such Subcontractor or Supplier commencing Services), CMAR must provide City with certificates and endorsements from each of its Subcontractors and Suppliers, in all cases evidencing compliance by CMAR, and each Subcontractor and Supplier, with the requirements of this Exhibit. CMAR must also submit letters from the respective carriers (including, but not limited to, the Errors and Omissions insurance carriers) that there are no known or pending claims or incidents which have resulted in the establishment of a reserve or otherwise have reduced the amount of coverage potentially available to City under the policy and that available coverage has not been reduced because of revised limits or

payments made. In the event such representations cannot be given, CMAR, its Subcontractors and Suppliers must furnish the particulars thereof to City.

10.3 If any of the foregoing insurance coverage is required to remain in force after Final Payment, CMAR must submit an additional certificate evidencing continuation of such coverage with the Application for Final Payment.

- 11. Reduction in Coverage.** CMAR, each of its Subcontractors and Suppliers must promptly inform City of any reduction of coverage resulting from revised limits, claims paid, or both. City shall have the right to require CMAR or the applicable Subcontractor or Supplier to obtain supplemental or replacement coverage to offset such reduced coverage, at the sole cost or expense of CMAR or the applicable Subcontractor or Supplier.

12. Suppliers and Materialmen Coverages.

12.1 CMAR will endeavor to cause all suppliers and materialmen to deliver any equipment, machinery or other goods FOB Site.

12.2 With respect to any equipment, machinery or other goods for which City or CMAR has paid a deposit, CMAR will cause the respective suppliers and materialmen to maintain personal property insurance in an amount equal to the value of such equipment, machinery or other goods (but in no event less than the amount of the applicable deposit) during fabrication, storage and transit, naming City and CMAR as loss payee as their interests appear.

13. Condition Precedent to Starting Work.

13.1 Prior to, and as a condition of its right to begin performing any Work on the Site, CMAR and each Subcontractor and Supplier must deliver to City certificates of insurance representing that the required insurance is in force, together with the additional insured endorsements and waivers of subrogation required above, and such other proof satisfactory to City that the required insurance is in place; together with the original of each bond required under this Agreement. CMAR and each Subcontractor and Supplier hereby authorize City to communicate directly with the respective insurance agents, brokers and/or carriers and sureties to verify their insurance and bond coverage;

13.2 City shall be under no obligation or duty to make any such inquiry and City shall be entitled to rely on any proofs of insurance tendered by CMAR and its Subcontractors and Suppliers. City's acceptance of any proof of insurance and bonds offered by CMAR or any Subcontractor or Supplier will not be deemed a waiver of the obligations of CMAR and Subcontractors and Suppliers to furnish the insurance and bonds required by this Exhibit.

- 14. Additional Proofs of Insurance.** CMAR must, within ten (10) days after request, provide City with certified copies of all policies and endorsements obtained in compliance with this Agreement.
- 15. Indemnity.** The fact that CMAR and its Subcontractors and Suppliers are required by this Agreement to purchase and maintain insurance in no way limits or restricts any other obligations or duties CMAR and its Subcontractors and Suppliers may have to indemnify, defend or hold harmless City and the other Additional Insureds from and against any and all Demands, Liabilities, Losses or Expenses of whatever kind or nature.
- 16. Interpretation.** In the event of any inconsistency between the provisions of this Exhibit and those of the other provisions of the Agreement, the terms of this Exhibit will govern.

EXHIBIT F

FORMS OF PAYMENT AND PERFORMANCE BONDS

(See Attached)

PAYMENT BOND

A.R.S. § 34-608

Penal Sum: \$ _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, jointly and severally, bind themselves to the City of Glendale, a municipal corporation of the State of Arizona ("Obligee") and its assigns, solely for the protections of claimants supplying labor or materials to CMAR or to CMAR's Subcontractors in the prosecution of construction and not for the protection of persons providing any design services, preconstruction or other non-construction services as provided in A.R.S. § 34-608(A)(2).

WHEREAS Principal has by written agreement dated _____ entered into that certain "CMAR Agreement" ("Contract") with Obligee (referred to therein as "City") for the design and construction of that certain _____, as provided therein. In accordance with A.R.S. § 34-608(A)(2)(C), the Obligee estimates the price of the Construction Services the Obligee believes is likely to be furnished as of the date hereof \$ _____ (the "Penal Sum").

NOW, THEREFORE, the condition of this obligation is that if the Principal promptly pays all monies due to all persons supplying labor or materials to the Principal or the Principal's Subcontractors in the prosecution of the construction provided for in the Contract, this obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with the provisions, conditions and limitations of Title 34, Chapter 6, Arizona Revised Statutes, to the same extent as if they were copied at length in this Agreement. The Surety hereby consents in advance to, and waives notice of any change directive or change order, extension of time or any other material alteration or modification of the Contract, or of the Work to be performed thereunder. The prevailing party in a suit on this bond shall recover as a part of the judgment reasonable attorney fees that may be fixed by the court.

Witness our hands this _____ day of _____, 200_____.

PRINCIPAL SEAL

By: _____

Title: _____

SURETY SEAL

By: _____
(Attorney-in-Fact)

Agency of Record

Agency Address

Arizona Resident Agent Countersignature
Bond Number _____

PERFORMANCE BOND

A.R.S. § 34-608

Penal Sum: \$ _____

KNOW ALL MEN BY THESE PRESENTS:

That _____ as Principal, hereinafter called Contractor, and _____, as Surety, hereinafter called Surety, jointly and severally bind themselves to the City of Glendale, a municipal corporation of the State of Arizona ("Obligee") and its assigns solely for the protection of Obligee as provided in A.R.S. § 34-608(A)(1).

WHEREAS Principal has entered into that certain "CMAR Agreement" ("Contract") with Obligee (referred to therein as "City"), dated _____, for the design and construction of that certain _____, as described therein, which Contract, together with all Change Orders and amendments thereto, is by reference made a part hereof, providing for a cumulative amount to be paid to Contractor for all design services, construction and other work (collectively, "Work" as described in the Contract) not to exceed guaranteed maximum price of \$ _____ dollars. In accordance with A.R.S. § 34-608(A)(1)(A), the Obligee estimates the price of the Construction Services the Obligee believes is likely to be furnished as of the date hereof \$ _____ (the "Penal Sum").

NOW, THEREFORE, the condition of this obligation is that, if the Principal faithfully performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of the Contract during the original term of the Contract and any change, extension, alteration or modification of the Contract, with or without notice to the Surety, and during the life of any guaranty required under the Contract, and also performs and fulfills all of the undertakings, covenants, terms, conditions and agreements of all duly authorized changes, extensions, alterations or modifications of the Contract that may hereafter be made, notice of which changes, extensions, alterations or modifications to the Surety being hereby waived, the above obligation is void. Otherwise it remains in full force and effect. Provided, however, that this bond is executed pursuant to Title 34, Chapter 6, Arizona Revised Statutes, and all liabilities on this bond shall be determined in accordance with Title 34, Chapter 6, Arizona Revised Statutes, to the extent as if it were copied at length in this Agreement. The prevailing party in a suit on this bond shall recover as part of the judgment reasonable attorney fees that may be fixed by the court.

The performance under this bond is limited to the construction to be performed under the Contract and does not include any design services, preconstruction services, finance services, maintenance services, operations services or any other related services included in the Contract.

Signed and sealed this _____ day of _____, 200____.

PRINCIPAL _____ SEAL

By: _____

Title: _____

SURETY _____ SEAL

By: _____
(Attorney-in-Fact)

Agency of Record

Agency Address

Arizona Resident Agent Countersignature

Bond Number _____

EXHIBIT G
DISPUTE RESOLUTION PROCEDURES

1. Disputes.

- 1.1** Each Dispute arising out of or related to this Agreement (including Disputes regarding any alleged breaches of this Agreement) shall be initiated and decided under the provisions of this Exhibit.
- 1.2** CMAR and City shall each designate in writing to the other party, from time to time, a member of senior management who shall be authorized to attempt to expeditiously resolve any Dispute relating to the subject matter of this Agreement in an equitable manner.
- 1.3** A party shall initiate a Dispute by delivery of written notice to the members of management designated by the respective parties under Section 1.2 of this Exhibit.
- 1.4** The parties must:
 - (A) Attempt to resolve all Disputes promptly, equitably and in a good faith manner; and
 - (B) Provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any such Dispute.
- 1.5** With respect to matters concerning modification of the GMP or any schedule, CMAR must first follow the provisions of any Claim procedure established by the Design-Build Agreement before seeking relief under these Procedures.

2. Emergency Arbitration.

- 2.1** If the parties are unable to accomplish resolution of a Dispute, the expedited resolution of which either party considers necessary to prevent or mitigate a material delay to the critical path of the Services (a "Time Sensitive Dispute") within two days after the Time Sensitive Dispute has been initiated by a party, either party may thereafter seek emergency relief before an emergency arbitrator (the "Emergency Arbitrator") appointed as follows:
 - (A) The parties will exercise best efforts to pre-select an Emergency Arbitrator within 20 days after entering into this Agreement;
 - (B) If the Emergency Arbitrator has not been selected at the time a party delivers Notice of a Time Sensitive Dispute, the parties will each select a representative within one day after the Notice is delivered and the two representatives will then select the Emergency Arbitrator by the third day following delivery of the Notice.
 - (C) The Emergency Arbitrator shall be an attorney with at least ten (10) years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either party for at least ten (10) years.
- 2.2** The Emergency Arbitrator will conduct a hearing and render a written determination on the Dispute to both parties within five business days of the matter being referred to him or her, all in accordance with Rules O-1 to O-8 of the

American Arbitration Association ("AAA") Commercial Rules-Optional Rules for Emergency Protection Commercial Rules ("AAA Emergency Rules").

- 2.3 Although the hearing will be conducted using AAA rules, unless both parties agree otherwise, this dispute process will not be administered by the AAA but will be conducted by the parties in accordance with these procedures.
- 2.4 If, however, an Emergency Arbitrator has not selected within three days after delivery of the Notice, either party may upon three days additional notice, thereafter seek emergency relief before the AAA, in accordance with the AAA Emergency Rules, provided that the Emergency Arbitrator meets the qualifications set forth above.
- 2.5 All proceedings to arbitrate Time Sensitive Disputes shall be conducted in Glendale, Arizona.
- 2.6 Presentation, request for determination (*i.e.*, a party's prayer), and the Emergency Arbitrators decision will adhere to the procedures required in Section 3.6 of this Exhibit.
- 2.7 The finding of the Emergency Arbitrator with respect to any Time Sensitive Dispute will be binding upon the parties on an interim basis during progress of the Services, subject to review *de novo* by arbitration after the Project Substantial Completion Date.
- 2.8 The time and extent of discovery will be as determined by the Emergency Arbitrator.
 - (A) Discovery orders of the Emergency Arbitrator will consider the time sensitivity of the matter and the parties desire to resolve the issue in the most time and costs efficient manner;
 - (B) The parties are obligated to cooperate fully and completely in the provision of documents and other information, including joint interviews of individuals with knowledge such that the matter moves toward resolution in the most time and costs efficient manner and the Emergency Arbitrator is empowered to fashion any equitable penalty against a party that fail to meet this obligation.

3. Non-Emergency Arbitration.

- 3.1 Except as provided in Section 5 of this Exhibit, any Dispute that is either a non-emergency Dispute that has not been resolved by negotiation, or a *de novo* review of an AAA emergency arbitration will be decided by binding arbitration by a panel of three arbitrators in accordance with, but not necessarily administered by, the Construction Industry Rules of the AAA.
 - (A) The parties shall each select an arbitrator within 15 days after notice that a party desires to resolve a dispute by arbitration.
 - (B) The two arbitrators shall then each select a third arbitrator. If an arbitrator is not selected within any such 15 day period, then the arbitrator shall be appointed by the AAA.
- 3.2 The arbitrator(s) shall meet the qualifications of Emergency Arbitrators as provided in Section 2 of this Exhibit.
- 3.3 The arbitrators do not have the authority to consider or award punitive damages as part of the arbitrators' award.

- 3.4** In connection with such arbitration, each party shall be entitled to conduct up to five depositions, and, no less than 90 days prior to the date of the arbitration hearing, each party shall deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 3.5** The arbitration hearing shall be held within 150 days of the appointment of the arbitrators.
- 3.6** At the arbitration hearing, each party will argue its position to the arbitrators in support of one proposed resolution to the dispute (a "Proposed Resolution").
- (A) Each party's Proposed Resolution must be fully dispositive of the dispute.
 - (B) The arbitrators must select one Proposed Resolution by majority consent and are not free to fashion any alternative resolutions.
 - (C) The parties must submit their proposed resolution of the matter to the arbitrators and the other party 15 days prior to the date set for commencement of the arbitration proceeding.
 - (D) The decision of the arbitrators will be forwarded to the parties within 15 days after the conclusion of the arbitration hearing.
 - (E) The decision of the arbitration panel is final and binding on the parties and may be entered in any court of competent jurisdiction for the purpose of securing an enforceable judgment.
 - (F) All costs and expenses associated with the arbitration, including the reasonable legal fees and costs incurred by the prevailing party, must be paid by the party whose position was not selected by the arbitrators.

- 4. Continuing Work.** Unless otherwise agreed to in writing, CMAR must continue to perform and maintain progress of the Work during any Dispute Resolution or arbitration proceedings, and City will continue to make payment to CMAR in accordance with the Agreement.

5. Exceptions.

- 5.1** Neither City nor CMAR are required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defenses in any action that is commenced by a third-party who is not obligated by contract to arbitrate disputes with City and CMAR.
- 5.2** City or CMAR may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice (but only to the extent the lien or stop notice the party seeks to enforce is enforceable under Arizona law), including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 5.3** This Exhibit does not apply to, and may not be construed to require arbitration of, any claims, actions or other process undertaken, filed, or issued by the City of Glendale Building Safety Department, Code Compliance Department, Police Department, Fire Department, or any other agency of City acting in its governmental permitting, for the benefit of public health, safety, and welfare, or other regulatory capacity.
- 5.4** In connection with any arbitration, the arbitrators do not have the authority to, and may not enforce, any provision of the Federal or Arizona Rules of Civil Procedure.



Legislation Description

File #: 15-012, Version: 1

AWARD OF BID IFB 15-21, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE BRASS WATER WORKS PARTS AND SUPPLIES FROM DANA KEPNER COMPANY

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to award bid IFB 15-21, to authorize the City Manager to enter into an agreement, and approve expenditure of funds for the purchase of brass water works parts and supplies from Dana Kepner Company in an amount not to exceed \$700,000 (\$140,000 for the initial one-year term and \$560,000 for the four one-year extensions).

Background

The city has over 61,700 water meters that serve residential and commercial customers and 994 miles of water mains and service lines that connect to those meters. Repairs to existing infrastructure require replacement of brass water works parts and supplies. Items available under the requested award include fittings, couplings, ball valves, clamps, and saddles.

An Invitation for Bid was opened in October 2014 and three responses were received. The city's Materials Management Division developed the bid specifications to purchase from this agreement. Dana Kepner Company submitted the lowest responsive, responsible bid. Initial term of the agreement is for one year upon approval by Council. Bid specifications contained an option clause that will permit the city, at the discretion of the City Manager, to extend this agreement for four years, in one-year increments.

Analysis

Award of this bid and expenditure authorization will allow the department to maintain an adequate inventory of brass water works parts and supplies to provide a well maintained water infrastructure.

Previous Related Council Action

On November 25, 2008, Council approved the award of IFB 08-45 to Arizona Water Works for the purchase of brass water works and supplies.

Budget and Financial Impacts

Funding in the annual amount of \$140,000 is available in the Water Services FY 2014-15 operating budget. Annual budget appropriation thereafter is contingent upon Council approval.

Cost	Fund-Department-Account
\$140,000	2400-17290-524400, Water Distribution

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB 15-21

DESCRIPTION: Brass Water Works Parts and Supplies

1. This is to notify you that on January 13, 2015 the Glendale City Council will be voting whether to award IFB 15-21 to your company, Dana Kepner Company.
2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
3. The term of the proposal Agreement shall be a one (1)-year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1)-year increments based on satisfactory contract performance.
4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is Anthony Weathersby.
5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Acceptance within 10 days from the date of this notice. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: Robert Norton

Contractor Signature: 

Company Address: 2401 S. 19th Ave

Printed Name and Title: Robert Norton, Outside Sale

Phoenix, AZ 85009

Email Address:

rnorton@danakepner.com

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____

Printed Name and Title:

Tim Burkeen/Procurement Manager

Date: _____



CITY OF GLENDALE

MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 15-21

DESCRIPTION: BRASS WATER WORKS SUPPLIES

BID DUE DATE AND TIME: SEPTEMBER 26, 2014 AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

Bid Opening and Submittal Location: City of Glendale
Attn: Materials Management
5850 W. Glendale Avenue, Suite 317
Glendale, AZ 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the bidder's name and address clearly indicated on the envelope. See Paragraph 2.2 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO READ CAREFULLY THE ENTIRE SOLICITATION.

For questions regarding this Solicitation,
please contact:

Elmer Garcia, CPPB
Contract Analyst
623-930-2866
Egarcia1@glendaleaz.com

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CITY OF GLENDALE
Materials Management
Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES

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SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES

1.1 INTRODUCTION

- 1.1.1 It is the intent of the City of Glendale to establish a term contract for the purchase and delivery of water works supplies on an "as required" basis.
- 1.1.2 The resulting agreement shall provide for all materials in this contract. Unit pricing shall include the cost of freight and all other associated direct or indirect costs, except taxes.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 Contractor shall maintain sufficient local parts inventory to support the city's needs for water parts.
- 1.2.2 The Contractor should include with their bid the Discount Off of Manufacturer's List Price, and a current catalog or price list for all other water works parts not listed on the Price Sheet (Item 4.1). The percentage discount offered on the Price Sheet shall reflect the same percentage discount off the catalog items. The City reserves the right to accept or reject any water works parts offered in the Catalog or Price List when deemed to be in the best interest of the City. Upon acceptance by the City, the Catalog or Price List and the discount shall become part of the agreement.
- 1.2.3 Catalogs or Price Lists offered by the Contractor shall be the official catalog issued to the Contractor's general customers. Updates to catalogs or price lists shall be provided at no cost to the City when pricing changes. New catalog or price list updates, alterations or modifications shall be pre-approved first by the City of Glendale Procurement Manager prior to implementation of pricing changes. Contractors are encouraged to provide web/electronic catalog access, if applicable.
- 1.2.4 The quantities referenced in this solicitation are estimates ONLY and are to be used for information purposes only. No commitment of any quantity is made during this contract. Bidders are requested to bid in a quantity of one (1) or more unless otherwise indicated.

1.3 APPROVED PRODUCT BRANDS

- 1.3.1 The following manufacturer has undergone prior City testing and has been pre-approved for use by City of Glendale: Ford Meter Box Company.
- 1.3.2 The City strongly encourages the inclusion of other brass water works supplies manufacturers in its future solicitations. Vendors who are interested in including other brass water works supplies manufacturers in future City solicitations may contact the City Water Services Department.

SECTION ONE
SPECIFICATIONS

CITY OF GLENDALE
Materials Management
Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES

1.3.3 All parts must comply with NSF 61 and NSF 372 for lead content.

1.4 DELIVERY

1.4.1 Contractor shall deliver all water parts to Materials Control (Warehouse) located at 6210 W. Myrtle, Bldg N, Glendale, 85301.

1.4.2 Deliveries may be made on regularly scheduled workdays between 7:00 a.m. and 3:00 p.m., or as requested by the contract administrator.

1.5 OBSOLETE OR SLOW MOVING PARTS RETURN

1.5.1 The City of Glendale shall be allowed to return the same brand of parts purchased from the contracting vendor for full credit and no restocking fee if parts are in original boxes and in re-saleable condition.

1.5.2 The City may return parts up to one year after the contract expires, as long as the parts are in the original boxes and/or are in good re-saleable condition.

1.5.3 The contractor shall issue a credit in the form of a check made payable to the City of Glendale for returned parts.

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- 2.1 INCORPORATION BY REFERENCE** All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions, and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City of Glendale's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.
- 2.2 RETURN OF OFFER** *Two (2)* entire sets of the offer bid package shall be submitted, one containing all original documents and marked "original."
- 2.3 PREPARATION OF BID PACKAGE** The following items shall be completed and returned. Failure to include all the items may result in the bid being rejected. Bid packages shall be submitted in the following order:
- 2.3.1 OFFER SHEET**, Section Three
- 2.3.2 PRICE SHEET**, Section Four
- 2.3.3 ADDENDUM**, Return all addenda (if applicable)
- 2.3.4 CATALOG OR PRICE LIST** (if available)
- 2.4 ALTERNATE OFFERS/EXCEPTIONS** Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the bid. If no exceptions are taken, City will expect and require complete compliance with the specifications and all Conditions of Purchase.
- 2.5 PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 2.6 FOB POINT** Prices quoted shall be FOB destination to: CITY OF GLENDALE, ARIZONA.
- 2.7 TERM OF AGREEMENT** The term of agreement for this Bid shall be for a one-year initial period.
- 2.8 OPTION TO EXTEND** The City may, at its option and with the approval of the contractor, extend the term of this agreement an additional four (4) year(s), renewable on

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an annual basis. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

- 2.9 EVALUATION CRITERIA** Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

- 2.10 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS** The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

- 2.11 INQUIRIES** Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal

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effect. Only questions answered by a formal written amendment to the IFB will be binding.

- 2.12** **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

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Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$2,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$2,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Combined Single Limit (CSL)	\$1,000,000
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- 2.13 PROCUREMENT CARD ORDERING CAPABILITY** It is the intent of the City of Glendale to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Proposers without this capability may be considered non-responsive and not eligible for award consideration.

- 2.14 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City of Glendale's, Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

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- 2.15 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>
- 2.16 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing products and services. Such fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.17 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 2.18 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 2.19 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the

SECTION TWO
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Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

SECTION THREE OFFER SHEET

CITY OF GLENDALE
Materials Management
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BRASS WATER WORKS SUPPLIES

<u>Bob Norton</u>	<u>Dana Kepner Co.</u>
Authorized Signature	Company's Legal Name
<u>Robert Norton</u>	<u>2401 S. 19th Ave</u>
Printed Name	Address
<u>Outside Sales</u>	<u>Phoenix, AZ 85009</u>
Title	City, State & Zip Code
<u>602-502-9842</u>	<u>602-254-8121</u>
Telephone Number	FAX Number
<u>Bob Norton</u>	<u>morton@danakepner.com</u>
Authorized Signature	E-mail Address

Contact Name	Phone Number	Fax Number
Contact Email Address		

Arizona Sales Tax No. _____ Tax Rate 9.3%

Minority or woman owned business: Yes No **x**

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**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
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Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES

Company Name: Dana Kapner Co.

4.1 PRICE

ITEM NO.	QTY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED AMOUNT (A X B)
4.1.1	150	EA	ADAPTER, ¾" FEMALE X PJ C14-33-NL MFG: FORD PART NUMBER:	\$11.46	\$1719.00
4.1.2	50	EA	ADAPTER, ¾" FEMALE X ¾" CTS PJ C14-33-NL MFG: FORD PART NUMBER:	\$11.46	\$573.00
4.1.3	10	EA	ADAPTER, ¾" MALE X CTS PJ C84-33-NL MFG: FORD PART NUMBER:	\$10.90	\$109.00
4.1.4	10	EA	ADAPTER, 1" FEMALE X 1" CTS PJ C14-44-NL MFG: FORD PART NUMBER:	\$15.56	\$155.60
4.1.5	10	EA	ADAPTER, 1" MALE X 1" CTS PJ C84-44-NL MFG: FORD PART NUMBER:	\$12.91	\$129.10
4.1.6	10	EA	ADAPTER, 1" FLARE FEMALE COPPER THREAD TO CTS PJ C04-44-NL MFG: FORD PART NUMBER:	\$18.24	\$182.40
4.1.7	1000	EA	ANGLE METER STOP, CTS INLET, ¾" METER KV43-332W-NL MFG: FORD PART NUMBER:	\$28.94	\$28940.00
4.1.8	100	EA	ANGLE METER STOP, 1" MC X 1" CTS PJ KV43-444W-NL MFG: FORD PART NUMBER:	\$39.62	\$3962.00
4.1.9	20	EA	ANGLE METER STOP, 2" FLG X CTS PJ FV43-777W-NL MFG: FORD PART NUMBER:	\$176.11	\$3522.20
4.1.10	120	EA	BALL VALVE, ¾" METER, MC X FIP B13-332W-NL MFG: FORD PART NUMBER:	\$44.62	\$5354.40
4.1.11	50	EA	BALL VALVE, 1" METER, MC X FIP B13-444W-NL MFG: FORD PART NUMBER:	\$66.72	\$3336.00
4.1.12	50	EA	BALL VALVE, 1 ½" METER, MC X FIP BF13-666W-NL MFG: FORD PART NUMBER:	\$125.22	\$6261.00
4.1.13	150	EA	BALL VALVE, 2" METER, MC X FIP BF13-777W-NL MFG: FORD PART NUMBER:	\$199.68	\$29952.00

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
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**Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES**

4.1.14	25	EA	BUSHING, BRASS HEX, 1" MALE X 3/4" FEMALE BBAA-43-NL MFG: FORD PART NUMBER:	\$9.17	\$228.25
4.1.15	150	EA	CORP STOP, 3/4" MIP X 3/4" CTS PJ F1100-3-NL MFG: FORD PART NUMBER:	\$23.78	\$3567.00
4.1.16	30	EA	CORP STOP, 1" MIP X CTS PJ F1100-4-NL MFG: FORD PART NUMBER:	\$35.97	\$1079.10
4.1.17	20	EA	CORP STOP, 1 1/2" MIP X CTS PJ FB1100-6-NL MFG: FORD PART NUMBER:	\$103.71	\$2074.20
4.1.18	20	EA	CORP STOP, 2" MIP X CTS PJ FB1100-7-NL MFG: FORD PART NUMBER:	\$171.53	\$3430.60
4.1.19	20	EA	CORP STOP, 2" MIP X MIP FB500-7-NL MFG: FORD PART NUMBER:	\$162.31	\$3246.20
4.1.20	120	EA	COUPLING, 3/4" CTS X CTS PJ C44-33-NL MFG: FORD PART NUMBER:	\$13.28	\$1593.60
4.1.21	30	EA	COUPLING, 1" CTS X CTS PJ C44-44-NL MFG: FORD PART NUMBER:	\$15.19	\$455.70
4.1.22	30	EA	COUPLING, 1 1/2" CTS X CTS PJ C44-66-NL MFG: FORD PART NUMBER:	\$50.82	\$1524.60
4.1.23	20	EA	COUPLING, 2" CTS X CTS PJ C44-77-NL MFG: FORD PART NUMBER:	\$68.61	\$1372.20
4.1.24	350	EA	COUPLING, 3/4" METER C38-23-1.625-NL MFG: FORD PART NUMBER:	\$7.08	\$2478.00
4.1.25	250	EA	COUPLING, 1" METER C38-44-1.5-NL MFG: FORD PART NUMBER:	\$10.59	\$2647.50
4.1.26	100	EA	CURB STOP, 3/4" INVERTED KEY, FIP X FIP Z11-333-NL MFG: FORD PART NUMBER:	\$29.51	\$2951.00
4.1.27	120	EA	CURB STOP, 3/4" INVERTED KEY, FLARE X FIP Z21-333-NL MFG: FORD PART NUMBER:	\$33.80	\$4056.00
4.1.28	100	EA	CURB STOP, 1" INVERTED KEY, FIP X FIP Z11-444-NL MFG: FORD PART NUMBER:	\$51.51	\$5151.00
4.1.29	20	EA	CURB STOP, 1" FLARED COPPER X FPT FORD Z21-444-NL	\$59.05	\$1181.00

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
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BRASS WATER WORKS SUPPLIES**

			MFG:	PART NUMBER:		
4.1.30	7000	EA	GASKET, ¾" METER	GT114	\$.19	\$ 1330.00
			MFG: FORD	PART NUMBER:		
4.1.31	2000	EA	GASKET, 1" METER	GT120	\$.20	\$ 400.00
			MFG: FORD	PART NUMBER:		
4.1.32	200	EA	GASKET, 1 ½" METER	GT140	\$ 1.60	\$ 320.00
			MFG: FORD	PART NUMBER:		
4.1.33	1000	EA	GASKET, 2" METER	GT141	\$ 1.82	\$ 1820.00
			MFG: FORD	PART NUMBER:		
4.1.34	1000	EA	NUT & GASKET ASSEMBLY, FOR ¾" CTS PJ FITTING AND CORP	NG-D4	\$ 3.20	\$ 3200.00
			MFG: FORD	PART NUMBER:		
4.1.35	10	EA	NUT & GASKET ASSEMBLY, FOR 1" CTS PJ FITTING	NG-F4	\$ 3.63	\$ 36.30
			MFG: FORD	PART NUMBER:		
4.1.36	120	EA	REDUCER, 1" TO ¾"	A24-NL	\$ 18.09	\$ 2170.80
			MFG: FORD	PART NUMBER:		
4.1.37	10	EA	REDUCER, 1 ½" TO 1"	A46-NL	\$ 105.17	\$ 1051.70
			MFG: FORD	PART NUMBER:		
4.1.38	10	EA	REDUCER, 2" TO 1"	A47-NL	\$ 107.64	\$ 1076.40
			MFG: FORD	PART NUMBER:		
4.1.39	50	EA	RISER, 12" FOR ¾" METER	V42-12W-NL	\$ 68.42	\$ 3421.00
			MFG: FORD	PART NUMBER:		
4.1.40	10	EA	RISER, 12" FOR 1" METER	V44-12W-NL	\$ 127.62	\$ 1276.20
			MFG: FORD	PART NUMBER:		
4.1.41	75	EA	RISER, 7" FOR ¾" METER	V42-7W-NL	\$ 65.28	\$ 4896.00
			MFG: FORD	PART NUMBER:		
4.1.42	20	EA	SADDLE, BRASS DBL STRAP, 6" X ¾"	202B-750-3I	\$ 74.52	\$ 1490.40
			MFG: FORD	PART NUMBER:		
4.1.43	20	EA	SADDLE, BRASS DBL STRAP, 6" X 1"	202B-750-4I	\$ 74.52	\$ 1490.40
			MFG: FORD	PART NUMBER:		
4.1.44	20	EA	SADDLE, BRASS DBL STRAP, 6" X 1 ½"	202B-750-6I	\$ 85.19	\$ 1703.80
			MFG: FORD	PART NUMBER:		
4.1.45	20	EA	SADDLE, BRASS DBL STRAP, 6" X 2"			

**SECTION FOUR
PRICE SHEET**

CITY OF GLENDALE
Materials Management

**Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES**

			MFG: FORD 202B-750-71 PART NUMBER:	<u>\$93.61</u>	<u>\$1872.20</u>
4.1.46	20	EA	SADDLE, BRASS DBL STRAP, 8" X ¾"		
			MFG: FORD 202B-962-31 PART NUMBER:	<u>\$92.22</u>	<u>\$1844.40</u>
4.1.47	20	EA	SADDLE, BRASS DBL STRAP, 8" X 1"		
			MFG: FORD 202B-962-41 PART NUMBER:	<u>\$92.22</u>	<u>\$1844.40</u>
4.1.48	20	EA	SADDLE, BRASS DBL STRAP, 8" X 1 ½"		
			MFG: FORD 202B-962-61 PART NUMBER:	<u>\$97.10</u>	<u>\$1942.00</u>
4.1.49	20	EA	SADDLE, BRASS DBL STRAP, 8" X 2"		
			MFG: FORD 202B-962-71 PART NUMBER:	<u>\$105.69</u>	<u>\$2113.80</u>
4.1.50	20	EA	SADDLE, BRASS DBL STRAP, 10" X ¾"		
			MFG: FORD 202B-1212-31 PART NUMBER:	<u>\$114.25</u>	<u>\$2285.00</u>
4.1.51	20	EA	SADDLE, BRASS DBL STRAP, 10" X 1"		
			MFG: FORD 202B-1212-41 PART NUMBER:	<u>\$114.25</u>	<u>\$2285.00</u>
4.1.52	20	EA	SADDLE, BRASS DBL STRAP, 10" X 1 ½"		
			MFG: FORD 202B-1212-61 PART NUMBER:	<u>\$125.47</u>	<u>\$2509.40</u>
4.1.53	20	EA	SADDLE, BRASS DBL STRAP, 10" X 2"		
			MFG: FORD 202B-1212-71 PART NUMBER:	<u>\$134.76</u>	<u>\$2695.20</u>
4.1.54	20	EA	SADDLE, BRASS DBL STRAP, 12" X ¾"		
			MFG: FORD 202B-1438-31 PART NUMBER:	<u>\$133.71</u>	<u>\$2674.20</u>
4.1.55	20	EA	SADDLE, BRASS DBL STRAP, 12" X 1"		
			MFG: FORD 202B-1438-41 PART NUMBER:	<u>\$133.71</u>	<u>\$2674.20</u>
4.1.56	20	EA	SADDLE, BRASS DBL STRAP, 12" X 1 ½"		
			MFG: FORD 202B-1438-61 PART NUMBER:	<u>\$147.78</u>	<u>\$2955.60</u>
4.1.57	20	EA	SADDLE, BRASS DBL STRAP, 12" X 2"		
			MFG: FORD 202B-1438-71 PART NUMBER:	<u>\$153.53</u>	<u>\$3070.60</u>
GRAND TOTAL (Item 4.1)					<u>\$177681.65</u>

- 4.2 TAX AMOUNT** Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

**SECTION FOUR
PRICE SHEET**

**CITY OF GLENDALE
Materials Management**

**Solicitation Number: IFB 15-21
BRASS WATER WORKS SUPPLIES**

4.3 DISCOUNT OFF OF MANUFACTURER'S LIST PRICE: 40 %

The Contractor should include with their bid, the Discount Off of Manufacturer's List Price, and a current catalog or price list for all other water works parts not listed on the Price Sheet (Item 4.1). The percentage discount offered on the Price Sheet shall reflect the same percentage discount off the catalog items. The City reserves the right to accept or reject the other water works parts offered in the Catalog or Price List when deemed to be in the best interest of the City. Upon acceptance by the City, the Catalog or Price List and the discount shall become part of the agreement. New catalog or price list updates, alterations or modifications shall be pre-approved first by the City of Glendale Procurement Manager prior to implementation of pricing changes.

Manufacturer's List Prices shall not be included in the City's bid evaluation process.


4.4 DELIVERY All products and services shall be performed in accordance with the Specifications.

4.5 PROCUREMENT CARD ORDERING CAPABILITY Please check the appropriate box.

 X YES, I will accept payment under this contract with the Procurement Card.

 NO, I will not accept payment under this contract with the Procurement Card.

Company Name: Dana Kepner Co.

	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: IFB 15-21 Addendum No. 1 Page 1 of 1 Solicitation Due Date: September 26, 2014 2:00 P.M. (Local Time)		

IFB 15-21
BRASS WATER WORKS SUPPLIES
ADDENDUM NO. 1

The following revisions have been made to Invitation for Bids No. 15-21:

1. **SECTION ONE, APPROVED PRODUCT BRANDS, Page 3, Item 1.3.1, DELETE and REPLACE WITH:**

1.3.1 The following manufacturers have undergone prior City testing and have been pre-approved for use by the City of Glendale: Ford Meter Box Company and Mueller Co.

2. **SECTION ONE, APPROVED PRODUCT BRANDS, Page 4, Item 1.3.3, DELETE and REPLACE WITH:**

1.3.3 All parts with wetted surfaces must comply with NSF 61 and NSF 372 for lead content.

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Bidder must acknowledge receipt and acceptance of this addendum by returning the entire addendum with the bid.

Name of Company: Dana Kepner Co.
 Address: 2401 S. 19th Ave., Phoenix, AZ 85009
 Authorized Signature: Bob Norton
 Print Name and Title: Bob Norton / Municipal Sales



Notice of Intent to Award

October 15, 2014

IFB Number: 15-21, Brass Water Works Supplies

Thank you for participating and submitting an offer on the above solicitation. We appreciate your interest in doing business with the City of Glendale and trust that there will be opportunities in the future for your continued participation.

The City has completed the evaluation process of the offers received. The recommended award for this solicitation is to Dana Kepner Company, whose bid was determined to be the most responsive, responsible bid.

If you have any questions, or would like further information about the award, please contact me on or before October 22, 2014.

Elmer Garcia, CPPB
Contract Analyst
egarcia1@glendaleaz.com



Legislation Description

File #: 15-013, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK AND VEATCH CORPORATION FOR PROCESS AND EQUIPMENT EVALUATION AT THE CHOLLA WATER TREATMENT PLANT

Staff Contact: Craig Johnson, P.E., Director, Water Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Black and Veatch Corporation in an amount not to exceed \$491,960 for process and equipment evaluations for the Cholla Water Treatment Plant.

Background

The City of Glendale's Cholla Water Treatment Plant was built in 1978. Several improvement projects have been implemented since then, including the addition of two filters and relocation of the filter backwash pump station in 2006. Other improvements have included an off-site finished water reservoir and a solids handling facility. The age of the facility is now requiring additional assessments of system and equipment condition.

Analysis

The Cholla Water Treatment Plant is one of the city's key facilities that provide reliable and safe potable water to the community. As with all water treatment facilities, there is a periodic need to evaluate and rehabilitate current treatment systems to ensure that the infrastructure is in good working condition. Major improvements require a separate evaluation and design phase prior to construction.

This first phase of the project will focus on the evaluation of treatment processes and plant equipment. Subsequent phases will address design and construction of needed improvements.

Once this assessment is complete, the project will move forward with the design and construction phase of any needed improvements. At that time, a request for approval will be brought forward to Council.

A Request for Proposal was advertised in March 2014 by the Engineering Department to provide process and equipment evaluations. Six responses were received, and Black and Veatch Corporation was determined to be the most qualified for the project.

Community Benefit/Public Involvement

This project will enable the City to ensure continuous supply of reliable high quality water to residents and businesses. This is in keeping with the mission of Water Services Department to provide customers with safe, reliable, and high quality water to ensure public health and the vitality of the community.

Budget and Financial Impacts

The total cost for of this phase is an amount not to exceed \$491,960. Funding is available in the Water Services FY 2014-15 capital improvement program.

Cost	Fund-Department-Account
\$491,960	2400-61024-550800, Cholla Water Plant Process Imp

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
STUDY AND DESIGN SERVICES
CHOLLA WATER TREATMENT PLANT IMPROVEMENTS - PHASE I
City Project No. 131418

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and BLACK & VEATCH CORPORATION, a Delaware corporation authorized to do business in Arizona, ("Consultant") as of the ____ day of _____, 2014 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.

1.2 Project Team.

a. Project Manager.

- (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
- (2) The City must approve the designated Project Manager.

b. Project Team.

- (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
- (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.

c. Discharge, Reassign, Replacement.

- (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
- (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City

without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 **Standard.** Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 **Licensing.** Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

3.3 **Compliance.** Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.

3.4 **Coordination; Interaction.**

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.

- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. Ownership. Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. Delivery. Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. City Use.
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$491,960 as specifically detailed in **Exhibit D** ("Compensation").

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.

- a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
- c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

4.3 Allowances. An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.

- a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
- b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.

- c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.
- 4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:
- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
 - b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
 - c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

- 6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.
- 6.2 For Cause. City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
 - b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.
7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.
8. **Insurance.**
 - 8.1 Requirements. Consultant must obtain and maintain the following insurance ("Required Insurance"):
 - a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Party's obligations under this Agreement are completed.
 - b. General Liability.
 - (1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate limit.
 - (2) Subconsultants and Subcontractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
 - c. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
 - d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.

- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- f. Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Consultant's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Consultant must deliver to City Representative certificates of insurance for each of Consultant's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of Consultant's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Consultant's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. Other Contractors or Vendors.
 - (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and Consultant's professional liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
 - (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Subconsultants and Subcontractors.

- a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subconsultant or Subcontractor if City is satisfied the amounts required are not commercially available to the Subconsultant or Subcontractor and the insurance the Subconsultant or Subcontractor does have is appropriate for the Subconsultant or Subcontractor's work under this Agreement.

- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 Indemnification.

- a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. **Immigration Law Compliance.**

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.

- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

- 10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

- a. Consultant. Consultant's representative (the "Consultant's Representative") authorized to act on Consultant's behalf with respect to the Project, and his or her address for Notice delivery is:

Dan Meyer, P.E.
Black & Veatch Corporation
3133 East Camelback Road, Suite 210
Phoenix, AZ 85016

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Tom Kacmarowski
Senior Civil Engineer
Engineering Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

City Manager
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.

- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.
 - d. Changes. Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.
- 11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
- 12. **Entire Agreement; Survival; Counterparts; Signatures.**
 - 12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.
 - 12.2 **Interpretation.**
 - a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
 - 12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
 - 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
 - 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
 - 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
 - 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- 13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a three (3) years initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two (2) years, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least thirty (30) calendar days prior to the

expiration of the original or any renewal Agreement period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	Project
Exhibit B	Scope of Work
Exhibit C	Schedule
Exhibit D	Compensation
Exhibit E	Dispute Resolution

(Signatures appear on the following page.)

The parties enter into this Agreement effective as of the date shown above.

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BLACK & VEATCH CORPORATION,
a Delaware Corporation


By: Dan W. Meyer
Its: Vice President

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

EXHIBIT A
Professional Services Agreement

CHOLLA WATER TREATMENT PLANT
PROCESS IMPROVEMENTS
Study Services – Phase I
Project No. 131418

PROJECT

DESCRIPTION OF PROJECT:

The Cholla Water Treatment Plant began operations in 1978, treats Salt River Project (SRP) water from the Arizona Canal, and has a current design capacity of 30 million gallons per day (mgd) after having undergone multiple expansion and modification projects.

Phase I of the project includes water treatment plant's (WTP) existing condition evaluation and recommendations for improvement. Phase II includes design of the selected recommended improvements. Phase III includes construction administration services for the improvements. The Scope of Services for Phases II through III will be finalized at a later date.

Requested services could include assisting City staff with Council presentations, public meetings, and other related public involvement activities. The City may or may not utilize the services of a Construction Manager at Risk (CMAR). This optional delivery method will be decided at a later time. The engineering firm (Consultant) will be a member of a project team that includes, but is not limited to, city staff and possibly a construction manager at risk contractor.

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

EXHIBIT B
Professional Services Agreement

CHOLLA WATER TREATMENT PLANT
PROCESS IMPROVEMENTS
Study Services – Phase I
Project No. 131418

SCOPE OF WORK

Background

The City of Glendale's (City's) Cholla Water Treatment Plant (CWTP) was built in 1978 after the Cholla 1 finished water reservoir and booster station were built in 1972. Various minor modification projects have been implemented since then, including the recent addition of two filters and relocation of the filter backwash pump station in 2006. Other improvements included an off-site finished water reservoir and solids handling facility. Some of the original plant's equipment is still in operation and may be approaching the end of its useful life. Therefore an assessment of the facility is desired with recommendations for appropriate system optimizations, improvements, rehabilitation or replacement.

SCOPE OF WORK

The work will be performed by Black & Veatch (Consultant) in three phases. Phase I includes an evaluation of the facility's existing conditions and recommendations for improvements. Phase II includes design of recommended improvements and other miscellaneous improvements as directed by the City. Phase III includes construction administration services for the improvements. The Scope of Services and compensation for Phases II and III will be performed under a separate contract or amendment to this contract at a later date.

Phase I Evaluation of Existing Conditions and Improvement Recommendations

The Phase I scope of work includes an evaluation of the Cholla Water Treatment Plant (CWTP) to improve and optimize treatment processes' efficiency, critical water treatment plant components and improvements needed to several water treatment plant areas related to increasing WTP resiliency and redundancy. Consultant will assess deficiencies and recommend improvements.

Task Group 100 – Project Management

Task 110: General Management and Administration

The Consultant will provide general coordination of the project with the City staff including Water Services, Engineering, Plant Operations and other departments as necessary to facilitate the project.

Consultant will develop the Phase I project schedule, and perform other administrative functions including, maintaining project data files, tracking project progress and invoicing throughout Phase I.

Phase I project management documentation consists of monthly progress reports and schedule updates. The monthly project reports will summarize the work progress, project issues, and project schedule status. Consultant will also submit quarterly cash flow schedule and quarterly updates regarding future funds needed to complete the project.

Task 120: Conduct Project Kickoff Meeting and Monthly Progress Meetings

At the project kickoff meeting, Consultant will present the scope of the initial assessment planning and the preliminary schedule. The meeting will include Consultant, and City Water Services and Engineering staff and is intended to develop a common understanding of the background, issues affecting the plant's operations, Phase I evaluation project goals and objectives, lines of communication, and issues that may affect Phase I execution including coordination with City operations to facilitate the assessments.

Kickoff meeting topics will include the following:

- Confirmation of existing data and information
- Confirmation of project components
- Coordination with ongoing work by the City at the CWTP
- Short and long term needs
- Budget constraints

For the Phase I progress meetings, the Consultant will prepare meeting documentation and conduct meetings to discuss the progress, direction and technical aspects of the project. Project documentation will consist of preparing and distributing meeting agendas and minutes. Meeting minutes will summarize key discussions, comments, decisions, and any action items required. Five other progress project meetings are anticipated with other workshops being anticipated as part of the work scope tasks. Consultant will provide draft meeting minutes to the City for review and final minutes incorporating comments from the City on the draft minutes, as required.

Group 100 Deliverables:

- Project Schedule
- Meeting Agenda and Minutes, with Action Items
- Monthly Progress Reports and Schedule Updates
- Document and Data Request Log
- Action Items and Decision Log
- Quarterly cash flow projections

Task Group 200 – Process Evaluation

Treatment processes will be evaluated to improve and optimize treatment system efficiency. Process evaluations include the following.

Task 201: Challenging Water Quality Identification

Consultant will summarize past water quality and treatment data reviewed in Task 301 and identify potential challenging water quality ranges that have impacted plant operations in removing TOC and reducing TTHM's. The Consultant will summarize the raw water quality ranges for the upper end challenging water quality for City review, and present ranges at a progress meeting to gather input and develop consensus for the ranges.

Task 202: Unit Process Performance Objectives

For the agreed upon raw water quality ranges, production quantities and performance objectives will be developed for each of the critical unit processes responsible for reliable treatment. These challenging water quality performance objectives will include operating conditions, chemical usages, and effluent water quality from the unit processes. A two hour workshop will be held with City Engineering and Water Services Department key staff to present and discuss these performance objectives to ensure that the performance objectives are realistic. The workshop will include a PowerPoint presentation summarizing suggested performance objectives. The agreed upon performance objectives will be used as the guiding criteria to define CWTP production quantity and quality requirements during challenging raw water quality events.

Task 203: Evaluate City's Pre-Sedimentation Performance

The consultant will use the data collected in Task 301 to create up to two individual design water quality conditions (i.e. Salt River and Verde River source water) and associated desired settled water quality for temperature, pH, TOC, and alkalinity. Once agreed upon, Consultant will utilize the U.S. EPA Water Treatment Plant Model to assess chemical dosage requirements up and downstream of pre-sedimentation for TOC removal and disinfection by-product formation. Consultant will provide findings and recommendations to the City based on the review and assessment.

Task 204: Develop Standard Operating Procedures

This task will combine the outcome of the efforts described in Tasks 201 and 203 above into developing Standard Operating Procedures (SOP) for optimizing TOC removal / TTHM control / chemical consumption associated with challenging raw water quality and production quantity conditions. These SOPs will include chemical dosing schemes, protocol for testing / verifying the chemical dosing scheme, raw water quality monitoring, and the utilization of available and potential treatment, monitoring and control infrastructure to handle treatment of challenging waters.

Task 205: TM 1 - Process Evaluations and Treatment Improvements Technical Memorandum

Technical Memorandum 1 will be prepared describing the bench testing completed, recommended on-line real-time monitoring and SOPs with guidelines for improved identification and assessing best treatment for challenging water treatment guidelines will be completed. It is anticipated the guidelines will be in spreadsheet and /or graphic format to allow operators easy access to the information for informed decisions. After receipt of City comments on the Technical Memorandum 1, the Consultant will incorporate comments and subsequently issue the Final Technical Memorandum 1 within 10 business days after receiving all of the City's comments.

Task Group 200 Deliverables:

- Draft Process Evaluations and Treatment Improvements Technical Memorandum
 - Five (5) hard copies and two (2) electronic copy provided

- Final Process Evaluations and Treatment Improvements Technical Memorandum
 - Ten (10) hard copies and two (2) electronic copy provided

Task Group 300 – Assessment of Existing Facilities

The following major systems and specific sub-system items will be assessed relative to condition, criticality to treatment plant operations for current and future operations' resilience and redundancy. Description of specific assessment, evaluation and recommendations are detailed in the below Task descriptions:

A. Mechanical / Chemical Systems and equipment

1. Raw water venturi flow meter
2. Carbon dioxide carrier water
3. Raw water pumps
4. Flocculation / Sedimentation equipment
5. Flocculation / Sedimentation equipment coatings / cathodic protection systems
6. Low-lift Area & Backwash Supply cathodic protection systems
7. Filter valves (effluent, waste isolation, etc.)
8. Filter surface wash / air scour system
9. Backwash supply / access
10. Booster station 1B blowback
11. Lime feed system recommissioning
12. Chemical feed pump review for the following chemicals:
 - Aluminum sulfate
 - Coagulant aid polymer
 - Hydrofluorosilicic acid
 - Sodium hydroxide
 - Carbon dioxide

B. Reservoir Water Quality

C. Disinfection System Conversion Feasibility

D. Cholla 1 Reservoir Liner

E. Solids Handling Facility

- Solids removal
- Polymer feed

F. Existing Fence & Main Entrance Gate

G. Electrical / Control equipment

1. Main electrical switchgear
2. Standby generator capacity
3. Plant control system conversion to Ethernet
4. PLCs at Zone 1B, Chemical Feed Room, Low-lift Area, Ammonia, & Pressed Basin Shed
5. UPSs associated with plant PLCs

6. Power monitoring
7. Chlorination Facility lighting

Task 301: Review Available Documentation

The following information and plant facility records will be reviewed:

- As-Built drawings for all construction phases, including latest control system network diagrams
- Previous basis of design reports and other relevant documents available
- Past hydraulic studies
- Previous treatment evaluations and WTP equipment evaluations (including Reservoir 1 liner)
- WTP operational records including:
 - Three years of digital data (Excel or other database) for the following parameters:
 - Cholla 1 and 2 Reservoir level
 - Cholla 1 and 2 Reservoir water temperature
 - Chlorine residual pre- and post- Cholla 1 and 2 Reservoirs
 - DBP levels pre- and post- Cholla 1 and 2 Reservoirs
 - Distribution system DBP formation
 - Production flows (Cholla, Pyramid, Oasis, direct-connect wells)
 - Raw water turbidity, TOC
 - Presedimentation Basin Settled water turbidity, TOC
 - Settled water turbidity, TOC
 - Filter run times
 - Filter effluent turbidity, TOC, DBP
 - Chemical feed rates
 - WTP flows
 - Solids removal
 - Cholla 1 and 2 Reservoir baffling factors
 - Plant equipment maintenance records and staff interviews
 - GAC media replacement change-out history per filter; percentage virgin / regenerated
 - Plant SOPs
 - Current asset database

Task 302: Site Investigations

Up to three site investigation visits will be completed to review those system identified in Task Group 300 and compare actual installed conditions with conformed to construction record drawings and O&M documents. Visual observations of the equipment and systems included in Task Group 300 description will be documented using digital photography, where feasible while maintaining WTP operations. This task is for the purpose of completing the system evaluations and does not include making modifications to the City's conformed to construction record drawings.

Task 303: Equipment Systems and Needs Assessment

For Task Group 300 items, Consultant will complete preliminary assessments on the main components of each system identified in Task Group 300 by gathering the following information:

- Installation date
- Last rehabilitation or replacement date
- Condition (visual assessment on 1 to 5 scale)
- Impact on plant's ability to produce water at current 30 million gallons per day (mgd) rated capacity under normal raw water quality conditions
- Impact on plant's ability to meet all water quality standards and regulatory requirements
- Redundancy

The preliminary results from the needs assessment will be presented and comments obtained from the City regarding the findings will be documented. Some assessments relative to the flocculation / sedimentation basin equipment, coating and cathodic protection systems may be dependent on timing of those processes being offline.

Task 304: Develop and Evaluate Alternatives and Recommend Improvements

Based on the results from Task 303 Needs Assessment, the Consultant will provide budgetary equipment replacement costs and recommendations as detailed below:

A. Mechanical / Chemical Systems and equipment

1. Raw water venturi flow meter – Assess flow meter condition, and provide up to two options for re-configuration / replacement that is easier to access for maintenance / calibration (alternate meter versus alternate vault).
2. Carbon dioxide carrier water – Assess current condition and maintenance schedule, and provide up to two options for reduction in required maintenance (alternate strainer or alternate carrier water source).
3. Raw water pumps – Assess raw water pumps' turndown capacity. If it does not match with desired minimum plant flow rate, consider up to two options to meet desired operation.
4. Flocculation / Sedimentation equipment – Assess existing equipment and provide recommended improvements.
5. Flocculation / Sedimentation equipment coatings / cathodic protection systems – Assess existing condition and provide recommended improvements.
6. Low Lift Area and Backwash Supply cathodic protection systems – Assess existing condition and provide recommended improvements.
7. Filter valves (effluent, waste isolation, etc.) – Assess the condition of the valves for tight shutoff and provide recommended improvements.
8. Filter surface wash / air scour system – Assess necessary improvements needed to install new air scour system and removal of surface wash piping and equipment (location of blower between filters 4 and 5 & improvements required; create opening in gallery wall, electrical, I&C, etc.).

9. Backwash supply – Assess backwash system capacity, pressure, etc. and determine if improvements are warranted. Assess need for permanent ladder.
 10. Distribution System blowback and pressure relief – Assess existing blowback systems, capacity, frequency of use, control and monitoring and provide recommended improvements.
 11. Lime feed system recommissioning - Assess existing system, including storage, pump and pipe sizing for intermittent use and maintenance.
 12. Chemical feed pump review – Assess current maintenance practices, chemical feed system range (if lower plant capacity is desired) for the following chemicals:
 - Aluminum sulfate
 - Coagulant aid polymer
 - Hydrofluorosilicic acid
 - Sodium hydroxide
 - Carbon dioxide
- B. Reservoir Water Quality – Obtain the existing Cholla 1 baffling factor, historical pre- and post-chlorination and DBP formation data from the Cholla 1 and 2 Reservoirs to create a DBP model of each reservoir. Using an agreed upon increased Cholla 1 baffling factor (simulating additional baffling) and the corresponding decrease of required chlorine residual, Cholla 1 reservoir effluent DBP formation will be modeled and compared with existing DBP formation under summer conditions.
- C. Disinfection System Conversion Feasibility – Assess the feasibility to replace the existing gaseous chlorination feed system with an on-site hypochlorite generation system. Feasibility will include two options for installation of on-site hypochlorite generation system:
1. Utilization of existing Chlorination Building, including:
 - Required temporary facilities during interim period when existing system is demolished and new system is being installed / tested.
 2. Concept for new Chlorination Building
- Both options will include discussion of required mechanical equipment (i.e. blowers, chillers, metering pumps, etc.), chemical storage (i.e. hypochlorite and salt/brine), piping material requirements. Budgetary capital and O&M cost estimates will be developed for the existing system versus on-site hypochlorite generation as described in Task 305.
- D. Cholla 1 Reservoir Liner – Assessment of liner condition for the Cholla 1 Reservoir will be split into a multi-stage approach. If needed, Stages II and III would be finalized under a separate contract at a later date.
1. Stage I – Review reports from recent inspections and repairs. Consult with up to three liner manufacturers for recommended useful life and establish common criteria for signs of needed replacement. Select up to two of three means of inspection while the reservoir is in operation: 1) visual inspection from available inspection ports, 2) remote operated submersible robotic equipment, or 3) divers. Inspection options 2 and 3 will be accommodated under an allowance to be authorized by the City.
 2. Stage II – Develop plan to dewater Cholla 1 reservoir for visual inspection. Perform inspection upon after execution of the plan.

3. Stage III – If determined necessary, develop plan for liner replacement. If additional baffling determined from the water quality analysis, perform up to 15 computational fluid dynamic (CFD) modeling scenarios with various baffling configurations to achieve the desired level of baffling. Assess use of up to three types of baffle materials of construction and provide recommendation.
- E. Solids Handling – Review and assess the existing equipment, operation, historical performance, and polymer feed system to identify potential opportunities to improve/optimize operations.
- F. Existing Fence & Main Entrance Gate – Evaluate the existing condition of the main entrance gate and associated chain link fence. Provide recommended improvements and cost estimate.
- G. Electrical / Control Equipment
 1. Main electrical switchgear – Assess existing outdoor switchgear equipment for signs of aging. Assessment will be done when equipment is de-energized.
 2. Standby generator capacity – Assuming plant operations must be maintained during possible utility outage, City to provide required equipment operation and outage duration. Consultant to assess generator sizing requirements to maintain plant operations and electrical gear requirements.
 3. Plant control system conversion to Ethernet – Assess where plant staff is in the current conversion process, identify / prioritize needs, determine how communication “hubs” are used and whether additional redundancy is needed / desired.
 4. PLCs – Assess non-Ethernet compatible PLCs and evaluate available platforms to provide long-term product support.
 5. UPSs – Assess existing Uninterruptible Power Systems and provide recommended improvements.
 6. Power Monitoring – Assess existing power monitoring system(s) and provide recommended improvements.
 7. Chlorination Facility Lighting – Assess existing facility indoor and outdoor lighting and provide recommended improvements.

Descriptions, explanatory sketches or schematics of recommended equipment system improvements will be prepared if needed. It is anticipated equipment system improvements alternatives will be presented at two workshops so comments from the City can be gathered and addressed prior to subsequent work. It is anticipated the first workshop will focus on mechanical-related equipment and the remaining Cholla 1 reservoir liner, reservoir water quality, and electrical / control-related equipment in the second workshop.

Task 305: Recommended Improvements Cost Estimates & Prioritization

Based on the selected alternatives from Task 304 budgetary cost estimates to AACEI Class 5 (Low: -20% to -50% and High: +30% to +100%) will be prepared and presented during subsequent monthly meetings. Prioritization of each recommended improvement will be provided with City input.

Task 306: TM 2: Existing Equipment Systems Needs Assessment and Improvements Recommendations

A draft Technical memorandum describing the equipment systems needs assessment, recommended improvements, budgetary costs prepared, and prioritization discussed. After receipt of City comments on the Technical Memorandum within ten (10) business days after it is provided to the City, Consultant

will incorporate comments and issue the final Technical Memorandum within 10 business days after receiving all of the City's comments.

Task Group 300 Deliverables:

- Draft Existing Equipment Systems Needs Assessment and Improvements Recommendations Technical Memorandum
 - Five (5) hard copies and two (2) electronic copy provided
- Final Existing Equipment Systems Needs Assessment and Improvements Recommendations Technical Memorandum
 - Ten (10) hard copies and two (2) electronic copy provided

ALLOWANCE:

Allowance A – Cholla 1 Reservoir Inspection

At the City's option, inspection of the Cholla 1 Reservoir while in operation as described in Task 304.C is part of an allowance that will not be performed until authorized by the City.

Allowance B – Challenging Water Bench Testing

At the City's option as an allowance, Consultant will conduct a series of jar tests using City-collected samples during challenging water event(s) in clean carboys. Jar testing results will demonstrate the effect of this water on the required coagulant and coagulant aid doses and assist with the initial creation of a coagulation mechanism map to identify the acceptable general operating range of the facility under these challenging water quality conditions. The coagulant tested will be the one used in Task 203. It is assumed five days of bench testing will be spent. If additional testing is desired by the City, testing can be performed under a renewal of this allowance. It is assumed the City will provide treatment chemicals and allow Consultant to use the City's bench testing equipment and operator's laboratory analytical equipment for the bench scale testing. City will perform additional analytical tests if desired (TOC, THMFP, etc.) and pay for tests if outside laboratory services are required. The allowance task will not be performed until authorized by the City.

Allowance C – Initial Process Optimization

As part of the allowance, the Consultant will meet with the City regarding use of smart data analytics to optimize operations and streamline monitoring and reporting. Possible tasks to be performed will include determining Key Result Areas (KRAs) with Key Performance Indicators (KPIs) that provide trending and data analytics to approved individuals through a web-interface that is viewable on desktops and portable devices; providing training to City employees to show them how the platform can be used; preparing a Performance Summary Report documenting results of the full-scale demonstration, or other related tasks. The allowance task will not be performed until authorized by the City.

Allowance D – Owner's Allowance

The Owner's allowance can be utilized for other tasks at the City's discretion and only performed until authorized by the City.

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

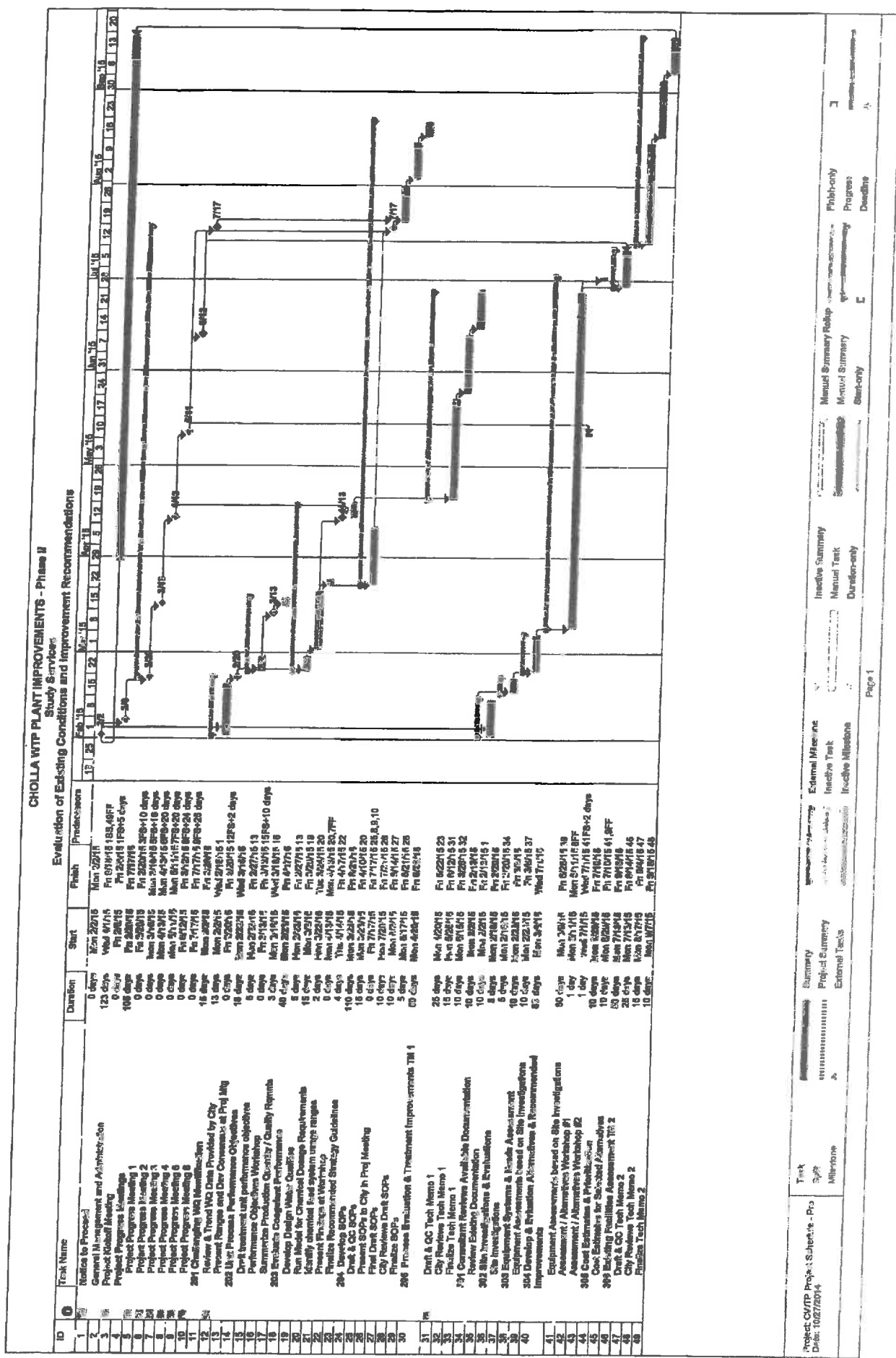


EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses as set forth in Section 4 of the agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed \$491,960.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
Professional Services Agreement

CHOLLA WATER TREATMENT PLANT
PROCESS IMPROVEMENTS

Study Services – Phase I
Project No. 131418

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be hourly rates plus allowable reimbursable expenses as set forth in Section 4 of the agreement.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Black & Veatch, Corp., for full completion of all work required by the Project during the entire term of the Project must not exceed \$491,960.00.

DETAILED PROJECT COMPENSATION

Cholla Water Treatment Process Improvements Study Services – Phase I Fee Schedule	
TASK	COST
Task 100 – Project Management	\$36,770.00
Task 200 - Process Evaluations	\$72,260.00
Task 300 – Assessment of Existing Facilities	\$243,930.00
Rimbursable Expenses	\$4,000.00
Allowances:	
Cholla 1 Reservoir Liner	\$10,000.00
Challenging Water Bench Testing	\$25,000.00
Initial Process Optimization	\$50,000.00
Subtotal	\$41,960.00
Owner's Contingency Allowance (per Section 4.3)	\$50,000.00
TOTAL PROJECT COST:	\$491,960.00

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 15-019, Version: 1

AUTHORIZATION TO ENTER INTO AN AMENDMENT TO A PROFESSIONAL SERVICES AGREEMENT WITH WOOD, PATEL AND ASSOCIATES , INC. FOR DOWNTOWN ALLEY IMPROVEMENTS FROM 57TH AVENUE TO 57TH DRIVE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the original Professional Services Agreement with Wood, Patel and Associates, Inc. to complete design services for alleyway improvements between 57th Avenue and 57th Drive, between Glendale Avenue and Glenn Drive, in the amount of \$44,565.

Background

Pedestrian-oriented alleyway improvements are an important component in revitalizing and enhancing downtown Glendale, as identified in the Glendale General Plan and the Glendale City Center Master Plan. Similar improvements have already been constructed in the nearby Catlin Court Historic District. In an effort to continue improving downtown alleyways, the city executed the original agreement for professional design services with Wood, Patel and Associates, Inc. for the 57th Avenue - 57th Drive alley. Improvements include decorative paving, landscaping and site amenities to create a pedestrian environment that is inviting for residents and visitors to downtown Glendale.

In 2010, Wood, Patel and Associates, Inc. was selected from the August 2008 City of Glendale On-Call Consulting Services list of 14 qualified consultants, and is currently under contract with the city under the initial agreement. The original professional services agreement contract amount was \$172,646.

Federal funds up to \$315,721 have already been secured in the Maricopa Association of Governments Transportation Improvement Program for construction of the alleyway improvements once the design phase is completed.

Analysis

Since the initiation of work under the 2010 contract, changes in the scope and requirements for the project have developed that were not anticipated under the original scope of work and cannot be addressed within the parameters of the original agreement. These changes included a cultural resource investigation, documentation and coordination to rule out the presence of and/or impacts to a potential historic district. This additional cultural resources work required an extension of the project schedule by 18 months to obtain the overall environmental clearance for the project. Other scope changes included the need for unanticipated plan conversions related to the Arizona Department of Transportation's change in policy to discontinue all project self-administration responsibilities, and the additional requirement of a Project Assessment Report.

These changes in the scope of work will benefit the city by addressing the originally identified objectives of the project and the expanded requirements. Additionally, retaining the existing consultant to address the expanded scope of work and completing the project is in the best interest of the city to ensure cost savings related to project administrative efficiencies and design continuity.

Previous Related Council Action

On June 12, 2012, Council approved an intergovernmental agreement with the Arizona Department of Transportation for construction of alleyway improvements.

On September 28, 2010, Council approved a professional services agreement with Wood, Patel and Associates for "Downtown Alley Improvements 57th Avenue - 57th Drive." This contract in the amount of \$172,646 was approved as Contract #7418 (Project #091035).

Community Benefit/Public Involvement

Improvements to this alleyway will enhance pedestrian circulation in the downtown area, contribute to a sense of civic pride in downtown Glendale and assist in gaining long-term commercial redevelopment of the area.

The project was one of several projects included in the Annual Glendale Onboard (GO) Transportation Program Open Houses which are held every April.

Budget and Financial Impacts

Funding for this amendment is available in the GO Transportation Fiscal Year 2014-15 capital improvement plan. Ongoing maintenance costs will be funded by the GO Transportation Program operating budget.

Cost	Fund-Department-Account
\$44,565	2210-65088-551200, Downtown Alley Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Amendment No. 1 to the
Agreement for Professional Services

DOWNTOWN ALLEY IMPROVEMENTS 57TH AVENUE – 57TH DRIVE

City Project No. 091035

This Amendment No. 1 to the Agreement for Professional Services for Downtown Alley Improvements 57th Avenue – 57th Drive (“Amendment No. 1”) is made this ___ day of _____, 2014, by and between the City of Glendale, an Arizona municipal corporation (“City”) and Wood, Patel & Associates, Inc. , a(n) Arizona corporation authorized to do business in Arizona (“Consultant”).

RECITALS

- A. Consultant is currently under contract with the City on the above-referenced project;
- B. Since the inception of the work, the scope and requirements have changed substantially and cannot be expanded or corrected through change orders or change directives;
- C. The changes in the Scope of Work will benefit the City; and
- D. Expanding the Scope of Work (attached Amended Exhibit B) under the original Agreement will allow the work to be completed under the appropriate professional standards and represents a cost savings to the City.

AGREEMENT

The original Agreement for Professional Services for Project No. 091035 is amended as follows:

Section 4. Additional compensation for the change in the Scope of Work will not exceed \$44,565 as specifically detailed in the attached Amended Exhibit D (time and materials).

Section 15. The following Amended Exhibits are incorporated by reference as though fully set forth in this Amendment:

Amended Exhibit B
Amended Exhibit D

Scope of Work
Compensation

All other terms and conditions not amended by this writing remain unchanged and enforceable as found in the original Agreement C-7418 currently on file in the Office of the City Clerk, City of Glendale.

“City”:

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, ICMA - CM
City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

“Consultant”

Wood, Patel & Associates, Inc.
a(n) Arizona corporation licensed to do
business in Arizona



Darrel E. Wood, P.E., R.L.S.
Principal in charge

PROFESSIONAL SERVICES AGREEMENT – AMENDED
EXHIBIT B
SCOPE OF WORK

During the life of the project there have been several changes to the project that have required additional effort. These changes had an overall impact to the project's scope and are outlined below.

- Additional Project Management required for ADOT and SHPO coordination
- Revisions to the Categorical Exclusion revisions due to cultural resource changes
 - Additional archival research, fieldwork and reports
- Additional requirements to the cultural survey to rule out possible historic district
 - Extended project limits extended the effected the environmental clearance
 - Extended overall project schedule by 18-months
- The change from City of Glendale self-administration to Arizona Department of Transportation (ADOT) administration
 - Require conversion of plans and specifications to ADOT standards
- Addition of Project Assessment Report

The following tasks are required to complete the project.

TASK 1: Convert Plans and Specifications to ADOT required format and standards

- Resubmit plans at the 60% and 100% stages
- Specifications reformatted to meet ADOT and federal guidelines and standards
- Prepare cost estimates for all pay items per ADOT standards at 60% and 100% submittals
- ADOT comment resolution for 60% and 100% submittals

TASK 2: Assist ADOT during bid phase

- Assist ADOT through the bid phase
- Attend Pre-bid meeting
- Address technical questions from bidders
- Prepare addenda

TASK 3: Assist ADOT with Quality Control

3.1 Post Design Services

- Attend Partnering meeting with ADOT, Contractor and City of Glendale,
- Construction observation/inspections as needed
- Attend Construction meetings as needed
- Review RFI's and product submittals

3.2 Landscape Assistance

- Perform landscape inspection and approve plant material
- Inspect and test irrigation system
- Monitor landscape material through plant establishment period

3.3 Final Inspections

- Intend substantial completion inspection
- Prepare Punch List
- Intend final completion inspection

**PROFESSIONAL SERVICES AGREEMENT – AMENDED
EXHIBIT D
COMPENSATION**

METHOD AND AMOUNT OF COMPENSATION

Time and expenses basis not to exceed the amount noted below.

DETAILED PROJECT COMPENSATION

Original PSA Contract Amount	\$ 172,646.00
Amendment No. 1 (Additional Scope of Work)	\$ 44,565.00
Total Professional Services Fee	<u>\$ 217,211.00</u>

TASK FEE BREAKDOWN (AMENDMENT NO. 1)

GENERAL TASKS	Cost
TASK 1: Covert Plans and Specifications to ADOT required format and standards	\$18,890.00
TASK 2: Assist ADOT during bid phase	\$1,000.00
TASK 3: Assist ADOT with Quality Control	
3.1 Post Design Services	\$15,975.00
3.2 Landscape Assistance	\$1,100.00
3.3 Final Inspection	\$2,600.00
OWNER'S CONTINGENCY	\$5,000.00
TOTAL COST – AMENDMENT NO. 1	\$44,565.00



Legislation Description

File #: 15-021, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CREATIVE COMMUNICATIONS SALES & RENTALS, INC. AND APPROVE THE VEHICLE UP-FITTING PURCHASE FOR 32 GLENDALE POLICE DEPARTMENT CHEVROLET TAHOE POLICE VEHICLES UTILIZING A CITY OF PHOENIX, ARIZONA COOPERATIVE AGREEMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Creative Communications Sales & Rentals, Inc. (Creative Communications) and approve the vehicle up-fitting purchase for 32 Glendale Police Department (GPD) Chevrolet Tahoe police vehicles in an amount not to exceed \$270,000. This cooperative purchase is available through an agreement between the City of Phoenix, Arizona and Creative Communications (Solicitation No. 137333-0, IFB 14-002) and is effective through October 31, 2015.

Background

The GPD utilizes the Chevrolet Tahoe sports utility vehicle (SUV) police interceptor. Each of the Tahoe SUVs must be outfitted with the necessary equipment prior to the vehicle being utilized by a police officer and deployed in the community. Up-fitting includes installation of rear seating systems, prisoner confinement devices, emergency lighting, sirens and safety devices, the mounting hardware for computer, printer, and communications devices, and all associated wiring required. Utilizing an outside vendor who specializes in providing this service for valley police departments is the most cost effective solution for the required up-fitting.

Creative Communications was awarded a bid by the City of Phoenix (IFB 14-002) for police vehicle up-fitting and the contract is available for use by the City of Glendale. Materials Management and the City Attorney's Office has reviewed and approved the use of the cooperative contract with Creative Communications for the vehicle up-fitting service purchase. The City Attorney's Office has prepared a linking agreement for use with the contract.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2 -149 of the Glendale City Code, per review by Materials Management.

Staff is requesting that Council authorize the City Manager to enter into the linking agreement with Creative Communications and approve the purchase in an amount not to exceed \$270,000. The total expenditure authority requested includes an allowance for taxes and contingencies.

Previous Related Council Action

On June 24, 2014, Council authorized the City Manager to enter into an agreement with Creative Communications for the up-fitting service of police vehicles to install products and accessories on city-owned Chevrolet Tahoe police vehicles, utilizing the City of Phoenix contract.

On March 25, 2014, Council authorized the City Manager to enter into a linking agreement with Creative Communications to outfit new police vehicles and to retrofit a number of existing police vehicles, utilizing the City of Phoenix contract.

Community Benefit/Public Involvement

Police vehicles outfitted with emergency and safety equipment enables police officers to efficiently and effectively perform their duties and fulfill their mission to protect and serve the community. The use of the outside vendor for the up-fitting of the police SUVs allows for the most expeditious and cost-effective service, allowing the police vehicles to be on the road and available in the community in the fastest time frame possible.

Budget and Financial Impacts

RICO Funds have been approved for the necessary equipment. Funds for the installation labor costs are available in the patrol shop charges accounts listed below.

Cost	Fund-Department-Account
\$206,000	1860-32030-521000, State RICO
\$32,000	1000-12170-532400, Foothills Patrol Bureau-Shop Charges
\$30,000	1000-12130-532400, Gateway Patrol-Shop Charges
\$2000	1000-12150-532400, Crime Investigations-Shop Charges

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CREATIVE COMMUNICATIONS**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Creative Communications, an Arizona corporation ("Contractor"). City and Contractor are collectively referred to as the "Parties."

RECITALS

A. After an invitation for bids, the City of Phoenix entered into Contract Number IFB 14-002 with Contractor (the "Phoenix Contract"), which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Phoenix Contract without further public bidding, and the Phoenix Contract permits its cooperative use by other governmental agencies including the City.

C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Phoenix Contract.

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Phoenix under the Phoenix Contract, Contractor consents to the City's utilization of the Phoenix Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement shall be effective as of the date first set forth above and will expire on October 31, 2015, or the expiration of the Phoenix Contract, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.
 - a) Contractor will provide City the goods and services described in the quote attached as Exhibit "A."

- b) The Phoenix Contract is incorporated by reference into this Agreement.
 - c) Contractor agrees to comply with all the terms, conditions and specifications of the Phoenix Contract for the purposes of this Agreement, and such terms, conditions, and specifications are incorporated by this reference. The "City of Glendale" is substituted for "City of Phoenix" or similar reference to the City of Phoenix throughout the Phoenix Contract.
3. Compensation. The total purchase price for the goods and services is not to exceed Two Hundred Seventy Thousand Dollars and No Cents (\$270,000), which includes the expenditure detail in Exhibit "A," plus an allowance for taxes and contingencies.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona
municipal corporation

By: _____
Brenda S. Fischer, City Manager

"Contractor"
Creative Communications Sales
and Rentals, Inc.
an Arizona corporation

By: Jacqueline Weisenburger
Name: Jacqueline Weisenburger
Title: COO

Approved as to Form:

Michael D. Bailey, City Attorney

Exhibit A
[Quote]



3332 E. Broadway Road, Suite 101
 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

QUOTE 0010234278

DATE: 01/02/15

EXPIRES 30 DAYS FROM ABOVE DATE

CUSTOMER NUMBER: 6848
 Bill To: POLICE ADMINISTRATION
 6835 NORTH 57TH DRIVE
 PUBLIC SAFETY COMPLEX
 GLENDALE AZ 85301-2599

Ship To: CITY OF GLENDALE EQUIPMENT
 MANAGEMENT
 6210 W. MYRTLE AVENUE
 SUITE #111
 GLENDALE AZ 85301

Page: 1

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
		INSTALLATION OF EQUIPMENT ON 31 PATROL TAHOES & 1 SLICK TOP TAHOE		
31.00	BK0534TAH07	PB400 VS ALUM BUMPER FULL 07-13 TAHOE	259.75	8,052.25
31.00	475-0764	PARTITION, VP9, FULL WINDOW W/ SAFETY WIRE OPTION, BDRH FOR '11+ TAHOE	570.00	17,670.00
31.00	475-0422	EXTENSION PANEL, 2PC STEEL HSEP, FOR TAHOE SPACE CREATOR VEHICLE PARTITION	78.00	2,418.00
31.00	475-0192	GUN RACK - SINGLE - PARTITION MOUNTED GR9-870 VERTICAL MOUNT TO FLAT/RECESSED HOUSING	186.00	5,766.00
31.00	475-0148	WINDOW ARMOR FOR ABS DOOR PANELS TAHOE	205.20	6,361.20

(Continued on Page 2)



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Page: 2

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
31.00	475-0697	EXCHANGE PLATE REMOVES 870	64.20	1,990.20
31.00	CT5502	LOCK & PUTS IN HANDCUFF LOCK		
		LAGUNA3p PLASTIC PRISONER SEAT	828.00	25,668.00
		W/LAGUNA SEAT BELTS (BLACK)		
32.00	C-SM-830	INCL REAR CARGO CAGE)TAHOE 07+		
		8" ENCLOSED 30 DEG ANGLE STOUT	166.20	5,318.40
		MOUNT SERIES CONSOLE		
		Includes (FP) and/or (EB)		
32.00	C-SM-SA-1	UNIVERSAL SWING ARM BRACKET	65.62	2,099.84
32.00	C-TMW-GMC-02	BASE, TRKM, 8w, 28EXTR, W-VMT,	80.10	2,563.20
		TAH, '10-12,		
32.00	C-3329-PAN	DEVMT, KYBRD, UNVMT, PAN,	102.06	3,265.92
32.00	C-KBM-103	QUICK RELEASE SLIDE FOR	43.47	1,391.04
		PANASONIC KEYBOARD		
32.00	C-MD-204	ACTADP, TS, 1.38h, SP,	45.60	1,459.20
32.00	C-CUP2-E-C	CON, ACSY, CUPHLDR, EM, DUAL,	23.31	745.92
		SP		
32.00	C-EB35-S38-1P	BRKT, EQUIP, 1PC, 3.5MS, SP,	.00	.00
32.00	C-EB35-CD3-1P	3.5" MOUNTING BRACKET, 1 PIECE	.00	.00

(Continued on Page 3)



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CUSTOMER NUMBER: 6848

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Page: 3

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
32.00	C-FP-1	FOR CODE 3 3698 SIREN		
32.00	MRCB150	1" FILLER PLATE CONSOLE	.00	.00
64.00	AFB400	150A RESET CIRCUIT BREAKER	26.00	832.00
		6-OUTPUT ATC FUSE BLOCK	12.50	800.00
		W/ 24" 10AWG & COVER		
32.00	ETHTAH0-07+	PLUG IN HEADLIGHT FLASHER	46.64	1,492.48
		CHEVY TAHOE		
32.00	6001	TOP H.A.T. (HIGH AMP TIMER)	105.00	3,360.00
		SOLID STATE/DIGITAL DESIGN		
		OPT DIRECT-IGNITION SENSING		
32.00	SD24B	SD24 LED HEAD, 12 VOLT	62.99	2,015.68
		SURFACE MOUNT, BLUE		
32.00	SD24R	SD24 LED HEAD, 12 VOLT, SURFACE	62.99	2,015.68
		MOUNT, RED		
32.00	SI340TK	SECURE-IDLE ANTI-THEFT DEVICE	120.00	3,840.00
		KEY-OUT / KEY-IN		
		SPECIFY VEH YEAR/MAKE/MODEL		
64.00	ENFSGS3R	NFORCE, SINGLE DECK/GRILLE	84.92	5,434.88
		MOUNT LIGHT		

(Continued on Page

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6835 NORTH 57TH DRIVE
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Page: 4

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
32.00	ENFSGS3D	RED nFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING 12 LED, RED/WHITE	86.68	2,773.76
32.00	ENFSGS3E	nFORCE SINGLE DECK/GRILLE MOUNT LIGHT, BLACK HOUSING 12 LED, BLUE/WHITE	86.68	2,773.76
64.00	ENT2B3R	INTERSECTOR - RED	108.68	6,955.52
128.00	EGHST1J	GHOST GEN3 MINI WARNING LIGHT RED/BLUE; PERM MOUNT, U-BRACK, OR SUPER DUTY ADHESIVE MOUNT	71.72	9,180.16
32.00	EL3SNBRK2LPH	LED3 - DUAL HORIZONTAL LICENSE PLATE BRACKET	7.92	253.44
32.00	EL3SNB	BLUE -LED3 MINI MOUNT LIGHT W 18" OF 3 WIRE SHIELDED CABLE	36.96	1,182.72
32.00	EL3SNR	RED - LED3 MINI MOUNT LIGHT W 18" OF 3 WIRE SHIELDED CABLE	36.96	1,182.72
31.00	ENFLBS1248	NFORCE LIGHTBAR GLENDALE SPEC	1,163.80	36,077.80

(Continued on Page 5)



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Page: 5

SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
1.00	ENFWB	TAHOE HOOK KIT NFORCE INTERIOR LIGHTBAR FULL, DUAL ***MUST SUBMIT W/ ORDER FORM	682.00	682.00
32.00	ES100	SPEAKER, DYNAMAX/MS100, 100W HIGH OUTPUT, COMPACT, CLASS A	149.50	4,784.00
32.00	ESB-TAH08	BRACKET, CHEVY TAHOE 03-08 ES100 SPEAKER	16.50	528.00
32.00	ECVDMTLA00	UNIVERSAL LED DOME LIGHT 6" ROUND, w/ RED NIGHT LIGHT 10/30 VOLT, WHITE LENS / WHITE	35.64	1,140.48
32.00	LARNMOKHFUD25	25' RG58 CABLE W/ NMO MOUNT NO CONNECTOR (OR USE PART # 429700)	13.75	440.00
32.00	2880376E84	MINI-UHF/M CRIMP CONN, RG58 ORDERED AS A 10/PK	3.12	99.84
32.00	ETSA481CSP	NERGY 400 SERIES CONSOLE SIREN W/ BUTTON CONTROL, 16V, 100W 3 YEAR WARRANTY	270.60	8,659.20

(Continued on Page 6)



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 Phoenix, AZ 85040
 Phone: 602-955-8405
 Fax: 602-955-1049

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CUSTOMER NUMBER: 6848

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 6835 NORTH 57TH DRIVE
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 GLENDALE AZ 85301-2599

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 MANAGEMENT
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 GLENDALE AZ 85301

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SLS	JOB	SHIPPING METHOD	CONTACT	DELIVERY	PAYMENT TERMS
JAC		INSTALLED		00/00/00	NET 30 DAYS

QTY	ITEM	DESCRIPTION	UNIT PRICE	AMOUNT
32.00	14.0553	3 ACCESSORY OUTLETS	19.09	610.88
32.00	425-3104	PENTAX PRINTER / PAPER BOX W/ ARM REST (WAS 425-2620)	142.50	4,560.00
32.00	UPKM-3	PARK SIREN DEACTIVATOR	29.75	952.00
1280.00	MRINS	MAKE READY INSTALL LABOR	50.00	64,000.00
32.00	INSFSS	INSTALLER SHOP SUPPLIES	10.00	320.00

SUBTOTAL 251,716.17

SALES TAX 15,580.44

TOTAL 267,296.61

Quotation prepared by:

SP Name: JOHN CRANER
 Phone#:
 Email:

This is a quotation on the goods named, subject to the conditions noted below: (Describe any conditions pertaining to these prices and any additional terms of the agreement. You may want to include contingencies that will affect the quotation.)

To accept this quotation, sign here and return: _____

PHOENIX
 3332 E. Broadway Rd.
 Phoenix, AZ 85040
 p. 602-955-8405
 f. 602-955-1049

TUCSON
 3600 S. Palo Verde Rd. Suite 105
 Tucson, AZ 85713
 p. 520-747-1516
 f. 520-747-0407

FLAGSTAFF
 4025 E. Huntington Dr. Suite 100
 Flagstaff, AZ 86004
 p. 928-779-2929
 f. 928-522-0333

LAKE HAVASU CITY
 3509 Maricopa Ave.
 Lake Havasu, AZ 86406
 p. 928-680-4333
 f. 928-680-4512

SHOW LOW
 501 N. 9th Place
 Show Low, AZ 85901
 p. 928-537-7459
 f. 928-537-3575



Legislation Description

File #: 15-018, Version: 1

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH LUKE AIR FORCE BASE FOR USE OF THE GLENDALE POLICE DEPARTMENT FAMILY ADVOCACY CENTER

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding (MOU) with Luke Air Force Base (LAFB) for use of the Glendale Police Department (GPD) Family Advocacy Center.

Background

LAFB has authority and jurisdiction over all incidents that occur on the base. LAFB also has the authority to refer cases involving civilian dependents, retired military personnel, or non-military personnel to GPD for investigation. All Arizona and city statutes and traffic codes are applicable on base property. The City of Glendale and LAFB have been working together for decades under various intergovernmental agreements.

LAFB personnel from the Family Advocacy Program and medical treatment facility respond to and investigate domestic abuse cases, providing medical and/or other services for domestic abuse victims. The GPD Family Advocacy Center has services available for use by LAFB for the coordination of emergency shelter, victim advocacy services, support and referral services for active duty service members, their adult family members, and intimate partners who are victims of domestic abuse. The MOU is necessary in order to establish a written agreement and define procedures.

Analysis

If Council approves the recommended action, LAFB personnel will provide victims of domestic abuse with basic referral information for the GPD Family Advocacy Center. This information will include telephone/hotline numbers, as well as a general description of the support and victim advocacy services. If a victim of domestic abuse determines that he/she would like to meet with GPD staff regarding victim advocacy services, transportation to the GPD Family Advocacy Center or other appropriate Glendale Police facility will be coordinated through LAFB.

This partnership is a joint cooperative effort between the agencies which promotes resource sharing and enhances intergovernmental relationships. Staff is recommending that Council adopt the proposed resolution authorizing the City Manager to enter into an MOU with LAFB for use of the GPD Family Advocacy Center. If approved, the MOU will remain in effect for five years with the option to extend for two years by mutual written agreement.

Previous Related Council Action

On April 9, 2013, Council adopted a resolution (No. 4661 New Series) authorizing the City Manager to enter into an intergovernmental agreement with LAFB for law enforcement support.

Community Benefit/Public Involvement

This MOU gives GPD the opportunity to expand services to victims of domestic abuse, while maintaining a positive working relationship and strengthening its connection with LAFB.

Budget and Financial Impacts

There is no cost to the city to enter into this MOU.

RESOLUTION NO. 4912 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE 56TH FIGHTER WING (AETC) LUKE AFB ARIZONA AND GLENDALE FAMILY ADVOCACY CENTER FOR THE SUPPORT FOR VICTIMS OF DOMESTIC ABUSE.

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

SECTION 1. That is deemed in the best interest of the City of Glendale and the citizens thereof that the Memorandum of Understanding between the 56th Fighter Wing (AETC) Luke AFB Arizona and Glendale Family Advocacy Center for the support for victims of domestic abuse be entered into, which document is now on file in the office of the City Clerk of the City of Glendale;

SECTION 2. That the City Manager, or her designee, and the City Clerk be authorized and directed to execute and deliver said agreement of behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

SUPPPORT FOR VICTIMS OF DOMESTIC ABUSE:

MEMORANDUM OF UNDERSTANDING (MOU)

BETWEEN

56TH FIGHTER WING (AETC)

LUKE AFB ARIZONA

AND GLENDALE FAMILY ADVOCACY CENTER

October 24, 2014

1. **PURPOSE:** To establish a written understanding between 56th Fighter Wing and Glendale Family Advocacy Center defining procedures for the coordination of emergency shelter, victim advocacy services, support, and referral services for active duty service members, their adult family members, and intimate partners who are victims of domestic abuse.
2. **GENERAL:** This Memorandum of Understanding (MOU) does not create additional jurisdiction or limit or modify existing jurisdiction vested in the parties. This MOU provides guidance and documents an understanding for general support between Luke Air Force Base and Glendale Police Department.
3. **RESPONSIBILITIES:**
 - a. **Luke Air Force Base agrees to the following provisions:**
 1. When responding to or investigating domestic abuse cases or providing medial or other services for domestic abuse victims, Luke AFB personnel from 56th Security Forces Squadron (56 SFS), Family Advocacy Program (FAP), and medical treatment facility (MTF) will provide victims of domestic abuse with basic referral information for the Glendale Police Department Family Advocacy Center. This information will include telephone/hotline numbers as well as general description of the support and victim advocacy services, if any, and as such may change from time to time, offered by the Glendale Family Advocacy Center.
 2. When a victim of domestic abuse determines that he/she would like to meet with the Glendale Police Department staff regarding victim advocacy services, transportation to the Glendale Family Advocacy Center or other appropriate

4. Glendale Police Department staff will work with FAP to train Luke Air Force Base staff, including, but not limited to, personnel from 56 SFS, FAP and MTF, regarding resources available through the Glendale Family Advocacy Center and how victims can access those services.
5. Glendale Police Department agrees to regard all military members or their family members residing on Luke Air Force Base or in the surrounding community as eligible for all available services as described in this MOU.

4. PRIVACY INTERESTS

- a. Domestic Abuse requires Glendale Police Department to release the police report to 56 SFS Reports and Analysis (S5AR) for command action/legal jurisdiction/law enforcement jurisdiction for action. Information will be exchanged for the purposes of referral, treatment and intervention planning, coordination efforts, and legal/law enforcement.
- b. Glendale Police Department will provide non-identifying statistical information to Luke Air Force Base regarding the military victims to whom it provides services on an annual basis.

5. EFFECTIVE ADMINISTRATION AND EXECUTION OF THIS MOU:

- a. This MOU expires five (5) years following the date the last party executes the MOU, unless extended for two (2) years by mutual written agreement of the parties. Otherwise, the MOU remains in full force and effect until specifically terminated by one of the parties to this agreement with sixty (60) days' notice to the other party.
- b. Effective execution of this agreement can only be achieved through continuing communication and dialogue between the parties. It is the intent of this MOU that channels of communication will be used to resolve questions, misunderstandings or complaints that may arise that are not specifically addressed in this MOU.
- c. Personnel from Luke Air Force Base and the Glendale Police Department shall meet, as necessary and appropriate, to share information regarding individual cases after having received signed "Release of Information" forms from the victims and to generally discuss and review quality of services provided to victims.

Glendale Police facility will be coordinated with the appropriate command, by FAP personnel.

3. Luke Air Force Base, FAP, and separate entities will publicize resources available through the Glendale Police Department and explain how military service members and their families can access those services.
4. FAP will provide training to the Glendale Police Department staff, as requested, on the resources available to military victims of domestic abuse through FAP and through other programs and agencies located on Luke Air Force Base.
5. Access will be provided to Luke Air Force Base for the Glendale Police Department staff providing services to military victims of domestic abuse.

b. The Glendale Police Department agrees to the following provisions:

1. When Glendale Police Department receives a referral from Luke Air Force Base or when Glendale Police Department identifies a victim of domestic abuse as an active duty service member or as a family member of an active duty service member, Glendale Police Department will provide that individual with victim advocate services, support, and referral services, as appropriate in the sole discretion of Glendale Police Department, and as long as Glendale Police Department provides such services.
2. When Glendale Police Department receives a referral from Luke Air Force Base or when Glendale Police Department identifies a victim of domestic abuse as an active duty service member, an adult family member of a service member, and/or intimate partner of a service member, Glendale Police Department staff will provide that victim with information regarding FAP and other resources available to victims of domestic abuse on Luke Air Force Base and encourage that victim to access those resources.
3. Glendale Police Department staff will work with FAP and the Luke Air Force Base Domestic Abuse Victim Advocate (DAVA) to coordinate efforts to serve Civilian Protection Orders to alleged offenders here at Luke Air Force Base.

6. This understanding will become effective immediately after the parties below have signed and dated this document.

(Signature)

DEBORA BLACK
Chief of Police
Glendale, Arizona

(Date)

(Signature)

ANDREW M. STOLTEN, Captain, USAF
Commander, 56th Security Forces Squadron
Luke Air Force Base, Arizona

4 Nov 2014

(Date)

(Signature)

MAUREEN A. CHARLES, Colonel, USAF, NC
Commander, 56th Medical Group
Family Advocacy Committee Chairperson
Luke Air Force Base, Arizona

20 Nov 14

(Date)



Legislation Description

File #: 15-023, Version: 1

RESOLUTION IN SUPPORT OF A GRANT APPLICATION TO ARIZONA GAME AND FISH DEPARTMENT FOR ARCHERY SHOOTING RANGE DEVELOPMENT

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to apply for and accept approximately \$33,024 in grant funding from the Arizona Game and Fish Department.

Background

On March 18, 2014 the City Council reviewed and discussed a Council Item of Special Interest regarding the possible construction of an archery range at the Heroes Regional Park, which is a partially-developed 87-acre park located at 83rd and Bethany Home Road. As presented, the proposed archery range would consist of a 46,875 square foot improved area that would be used as a practice and competition site for potential area archers. It would consist of a 125 by 375 foot graded area on which decomposed granite would be placed; include approximately 15 archery lanes; have controlled ingress/egress in the form of perimeter gate-fencing; and would include a 5 by 125 foot earthen target backstop. The range would be located in an undeveloped portion of the park, immediately north of the parking lot adjacent to the ramada area and the range would be separated from the adjacent neighborhood by approximately 500 linear feet.

At the March 18 meeting, Council provided direction to staff to pursue the possible construction of an archery range at the park under the following conditions: a) there must be community interest to support the construction of an archery range via financial, material and donations of volunteer labor (no cost to the City); b) the overall management of the facility would be operated by an outside, qualified, professional archery organization; c) there must be substantial progress on items a-b and/or they will be accomplished by July 1, 2015; d) as the proposed area of the developed park will ultimately be developed as baseball/softball facilities, the archery range would be temporary in nature.

With these conditions in mind, staff has been exercising due diligence in pursuing this project and is currently in the process of identifying possible funding sources with which the archery range could be constructed. One such opportunity is to apply for and receive funding from the Arizona Game and Fish Department via its annual "Shooting Range Development Grant Program." This grant program was established in 1996, funded by the State Legislature and has an open, competitive grant application process that occurs annually in January. The calendar year grant application deadline is January 15, 2015.

With approval of the City Council, it is the intent of staff to apply for the allowable grant program maximum of \$33,024 to fund the construction of the archery range in Heroes Park. In order to do so, staff is seeking

Council authorization to submit this grant request.

Analysis

The Arizona Game and Fish Department "Shooting Range Development Grant Program" requires matching funds of at least 50% of the amount requested. The estimated cost total of this project (when factoring the value of land, supplies and labor) amounts to \$80,268. Of this amount, the City has determined the value of its donated services, land and supplies will amount to \$47,244, which exceeds the 50% match requirement. The balance of the funds needed to purchase the materials to construct the archery site (\$33,024) is the amount being requested in the grant application to the Arizona Game and Fish Department. In the event this Arizona Game and Fish grant request is not fully funded, staff will assess and determine if it is still feasible to continue with the project.

Community Benefit/Public Involvement

The development of a potential archery range would provide alternative recreational opportunities for area residents in addition to residents from surrounding communities. Over 700 invitation notices were mailed to the public within one-mile of Glendale Heroes Regional Park; a press-release was issued; the item was included in Council newsletters; it was posted on the City's website; flyers were posted in public spaces; approximately 4,000 e-mail blasts were sent out; and the Parks and Recreation Advisory Commission discussed the item at three of its meetings (October 2013, February 2014 and September 2014). The public input received was overwhelmingly supportive of an archery range.

Budget and Financial Impacts

A portion of the City's grant match will be approximately \$5,000 in "donated services and supplies" which accounts for staff planning time and projected staff labor costs. It is expected staff will dedicate approximately 40 hours of time recruiting a management company to manage the facility and work with contractor(s) to construct the archery facility. Additionally, Park's front line staff is committed to assisting with land prep as this is a routine task that is required 2- 3 times each year to provide dust mitigation in the undeveloped areas of the park. All of these expenses are currently budgeted. No additional City funds are requested for this project as all remaining construction costs and operational expenses will be solicited via community partnerships.

Cost	Fund-Department-Account
\$2,000	1000-13040-500200 - Parks Maintenance Salaries
\$1,500	1000-15015-500200 - Neighborhood Partnership Salaries
\$1,500	1000-14720-500200 - Foothills Recreation Center Salaries

RESOLUTION NO. 4913 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE APPROXIMATE AMOUNT OF \$33,024 FROM ARIZONA GAME AND FISH DEPARTMENT FOR THE DEVELOPMENT OF A PUBLIC ARCHERY RANGE AT GLENDALE HEROES REGIONAL PARK.

WHEREAS, the City of Glendale is requesting grant funding from the Arizona Game and Fish Department for the following project in the City of Glendale:

The development of a public archery range at Glendale Heroes Regional Park located at 83rd Avenue and Bethany Home Road. The grant request is for \$33,024 with an approximate total project cost of \$80,268.

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

SECTION 1. That the City is hereby authorized to submit the application materials attached hereto, together with this Resolution, to the Arizona Game and Fish Department for the Shooting Range Development Grant in the approximate amount of \$33,024.

SECTION 2. That the City Manager or designee is appointed as agent of the City of Glendale to conduct all negotiations, execute and submit all documents, including but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_community_shooting range development grant.doc

Arizona Game and Fish Commission Shooting Range Development Grants Application cover page <i>Please type or print</i>		<i>Department use only</i> Application # Date received Grant year	
Organization name	City of Glendale, Arizona		
Project title	Heroes Regional Park Archery Range		
Total project cost	\$80,268.00	<i>Maximum grant award is 50% of total actual project cost.</i>	
Total Grant Amount Requesting	\$33,024.00		
Brief description of the project	<p>The City of Glendale is proposing an archery range at Heroes Regional Park located at 83rd Avenue and Bethany Home Road. The proposed project would be located on a 46,875 square foot undeveloped portion of the park, immediately north of the parking lot adjacent to the ramada area. The area would consist of a 125' by 375' graded area on which decomposed pea gravel would be placed. The range would include controlled ingress/egress in form of perimeter gate-fencing and would include a 5' by 125' earthen target backstop. This will be the largest archery range in the west valley.</p> <p>Through a Request for Proposal (RFP), it is the intent of the City to engage a community-based organization to operate and manage the day-to-day operations of the range. We believe partnering with an outside organization for management adds credibility to the facility, provides needed recreational services to residents, keep the area active with services and to reduce expenses at the same time.</p>		
Project start date	June 2015	Project end date	December 2015
Contact person for this application	Darren Skousen, Recreation Programmer		
Mailing address	5600 West Union Hills Drive Glendale, Arizona 85308		

Telephone	623-930-4610	Fax number	623-780-4866	
Email address	oskousen@glendaleaz.com			
Shooting Range information				
Name of range	Heroes Regional Park Archery Range			
Name of range manager	Paul King	Phone Number	623-930-2654	
Email address of Manager or contact	pking@glendaleaz.com			
Mailing address of range or general range location	Heroes Regional Park 8100 West Bethany Home Road Glendale, Arizona 85303			
Legal description	NE	102	06	013
	<i>Quarter</i>	<i>Section</i>	<i>Township</i>	<i>Range</i>
I certify that the information contained in this grant application is accurate. If awarded a grant, our organization will abide by the requirements of the Arizona Game and Fish Department. I acknowledge that failure to meet the requirements of the grant program will result in the forfeiture of grant funds.				
Signature of person who prepared the application				Date
Printed name of individual above	Darren Skousen			
Signature of the president of the applicant organization	_____			Date
Printed name of individual above	_____			

3. Project description.

Application must include a general description of the project including the existing condition of the range and how the project will improve it. An estimated population of the service area, how many people use the range and how frequently it is used. Also include:

- a. A schedule of deliverables. What are the end products and when will the project be completed? What types of shooting sports will benefit?
- b. An explanation of why the project is needed and what public groups will benefit.
- c. What, if any, special benefits that will result from the project such as improved safety, multiple-use opportunities, better access for disabled or elderly, water or energy conservation or improved cleanliness.
- d. A description of how your organization will pay for the project. Be sure to identify sources of financing or donations. Partnerships are encouraged.
- e. A plan to inform the public of the range improvements and a description of how the Department will be credited if receiving a grant.
- f. Community support your organization has received for the project.

In 2014, the City of Glendale City Council provided direction to city Parks and Recreation staff to pursue the possible construction of an archery range at the 87-acre Heroes Regional Park located at 83rd Avenue and Bethany Home Road in Glendale, Arizona. It did so under the following conditions: a) there would be no out of pocket costs to the City; b) the overall management of the facility would be operated by an outside, qualified, professional archery association; c) substantial progress towards securing construction funds and ongoing operating expenses be achieved by July 1, 2015; d) the range would be considered temporary in nature until such time City funds are identified to re-define the current conceptual park master plan (estimated to be at least 10 years). If approved, the grant match will come from the value of the land on which the proposed range will be located, as well as in-kind donations of services and funds. If awarded, the City of Glendale Community Services Department will work with a yet to be selected range operator, local archery associations and the Arizona Game and Fish Department to host a Grand Opening Celebration to introduce the public to the new Heroes Regional Park Archery Range and its partners. The Arizona Game and Fish Department will be acknowledged in all material distributed to the public for the life of the project. A permanent sign will be installed which credits the Arizona Game and Fish Department and provides the time and days the facility is open to the public.

The vision for the archery range is a beautiful, free standing range used for archery training, practice, education and competitions. The 15-lane range will be located at the City of Glendale's Heroes

Regional Park in Glendale, Arizona at 83rd Avenue and Bethany Home Road and will serve archery enthusiasts as well as beginners in the Phoenix metropolitan west valley. The range will serve competitive archers and hunters as well as encouraging beginners to learn the sport. The park sits in the 85303 zip code which has an estimated population of 31,214. When factored with six other adjacent zip codes (85033, 85037 85301, 85302, 85305, 85345), there is a combined estimated population of 265,330 surrounding the proposed site. The range will consist of multiple targets ranging from 20 to 80 yards and offer seating for both spectators and archers. Currently, Heroes Regional Park includes a Public Safety Building, X-Court, Splash Pad, Playgrounds and Tot Lots, Basketball and Volleyball Courts and a Ramada Complex with restrooms. The archery range will be built on what is now an undeveloped portion of the park. The range will be completed December 2015.

The Heroes Park Archery Range will serve the public in a variety of ways through its multi-use design. The range will offer archery classes to the general public through its Special Interest Class division. The vendor selected to manage the range will be expected to offer archery classes, programs and special events that not only encourage the growth of the sport but promote archery and hunter safety. The range will also offer public open shooting at no-charge during all open hours with the exception of during special events and competitions. The range will be a great resource for the 85303 area of Glendale as well as surrounding areas for those who do not have the means to travel to the other metropolitan Phoenix area archery ranges. Many local archery clubs will also have access to the range.

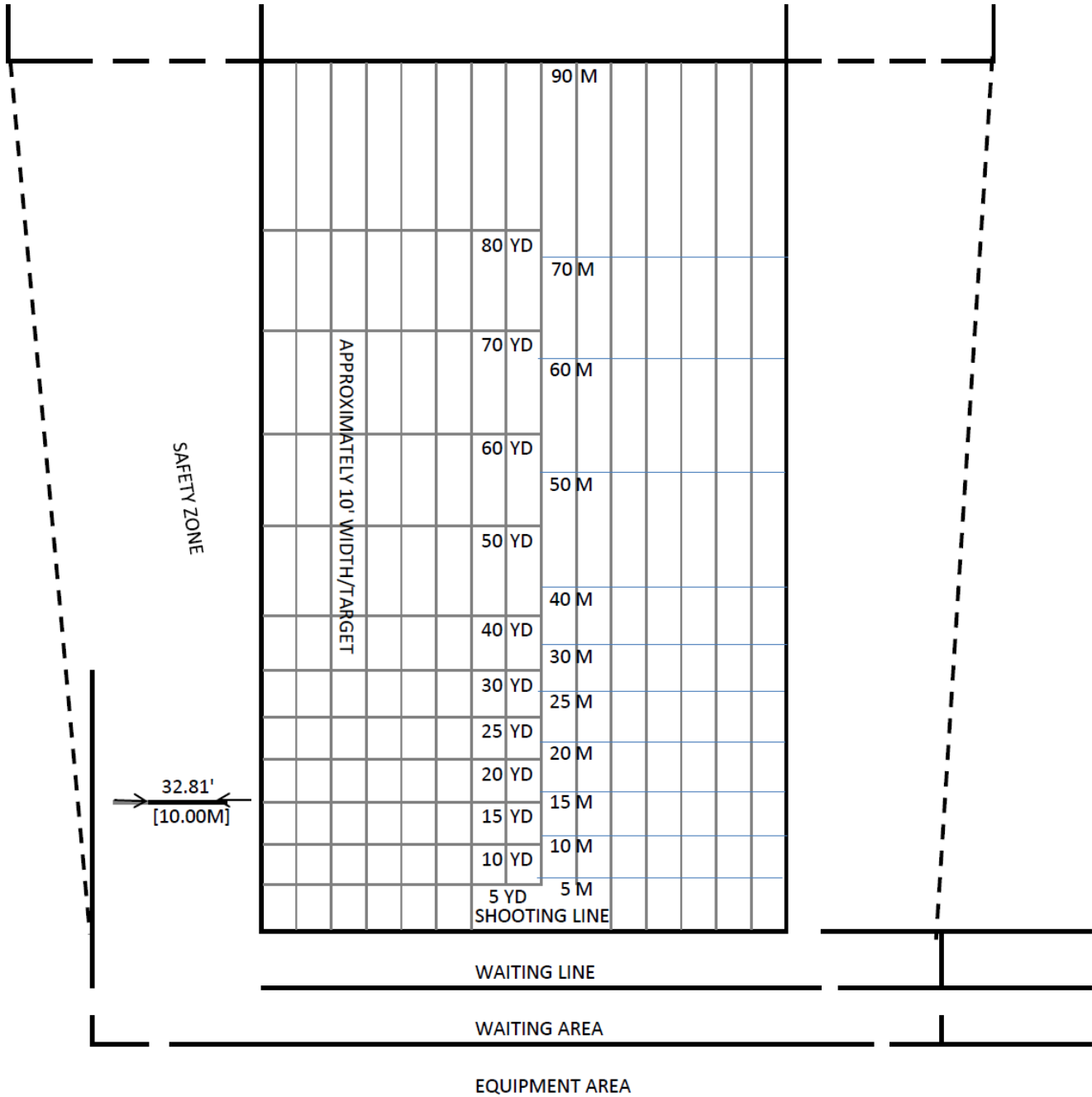
Currently there are approximately 3,000-4,000 archery enthusiasts in the Phoenix metropolitan area and a quality west valley range would provide individuals of all ages the opportunity to partake in the sport. There are only five public archery ranges located in the Phoenix metropolitan area (population approximately 4.3 million): Papago Park and El Oso Park within Phoenix; Utery Mountain Range in the far east valley; Ben Avery Shooting Range in the far north valley; and the Paseo Vista Recreation Area Range located in Chandler. If constructed, the Heroes Park Archery Range will be the largest range in the west valley.

Residents of Glendale from a two mile radius of the Heroes Regional Park location were invited to attend a public meeting on January 22, 2014, and provided valuable input. In addition, an "archery exhibition" was held on January 25, 2014 at Heroes Regional Park. The exhibition featured future Olympian archers as well as local Paralympian Eric Bennett who showcased the sport of archery to spectators and area residents. A third public meeting was held at the Glendale Adult Center on December 2, 2014 to get more public feedback and to give updates on the planning process. Additionally, City Parks and Recreation Staff have reached out to local archery clubs, ranges, businesses, associations and other stakeholders regarding the archery range concept. These meetings reinforce area resident's support for the range. The concept of the archery range has received great support from the public at both the public meetings and the public archery exhibition. We have also received support from the USA Archery Arizona, Cabela's, Desert Christian Archery and Corner Archery Pro Shop.

Project plans.

Attach a sketch or drawing of the proposed project. Grant recipients will be required to submit formal plans before construction may begin.

Glendale Heroes Regional Park - Archery Range Footprint



5. Reasonable Public Access and Fees

The shooting range is required to provide reasonable public access and may charge a nominal fee to participate. Provide the days of the week and hours the range is open to the public and fees (if any) being charged.

Although the proposed archery range will be located on public lands in an existing regional park owned by the City of Glendale, the City is currently drafting a Request for Proposal (RFP) to find a vendor that will run the day-to-day operations of the archery range under the general management of the City. The range will be open Monday-Sunday, from dawn to dusk (approximately 6:00 am to 6:00 pm depending on the time of the year). Although open public shooting will be at no cost to the participants, the yet-to-be selected vendor will have the option to charge a nominal market fee for instructional lessons and to provide general supervision. The RFP will also state that the vendor must offer two special events per year that will be open to the public so as to encourage beginner participation and promotes archery safety. The range will also be used by the City's Special Interest Class (SIC) Program, which is designed to independently contract with instructors to offer fee-based educational and recreational opportunities to all individuals. In doing so, fees may be charged to recover instructional and operating expenses of the range. Both options will be coordinated in a manner that will still allow free, limited, public access to the range.

6. Master plan.

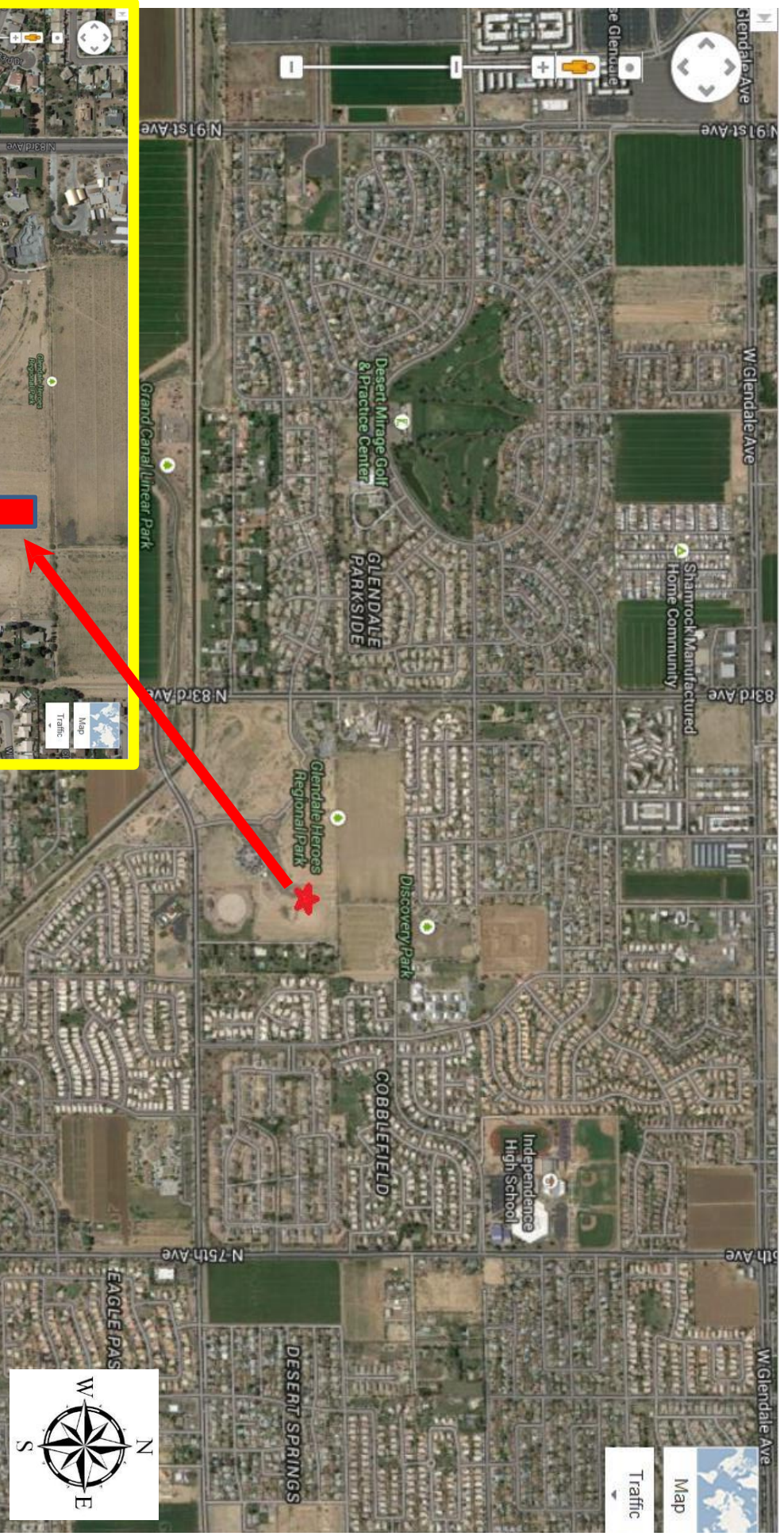
The master plan should show all existing and proposed range features and improvements such as roads, trails firing lines, clubhouses, parking areas, fences, wells, storage buildings, etc. Highlight features that will be affected by the proposed project. Submit drawings on standard letter size 8.5 x 11 paper.

See next page

7. Location map.

Use a state highway or similar map to show the general location of the range. Show the nearest community, any development or proposed access, points of service and roads. Include any existing developments, such as housing developments, roads, trails or campgrounds that could affect the usefulness of the proposed range or range project.

See next page



Glendale Heroes Regional Park

6101 N. 83rd Avenue

The above map provides the location of the archery range with the surface streets as reference. This also shows the nearest communities, current development and roads at Hero's Regional Park.

The map to the left is an expanded picture to provide greater detail of Hero's Regional Park, including roadways and the proposed archery area.

Public benefit information.

Projects that provide significant public benefit score higher and are more likely to receive funding.

- a. Does the project support the Department's Hunter Education Program, SCTP, recruitment and retention programs and help hunters become more proficient with firearms? Does it promote safe hunting and shooting practices? Does it support law enforcement training? How?
- b. How does the public access the range to shoot? What hours and facilities are open to non-members? What are the fees for members and non-members? What supervision is provided for public shooting? How many public shooters use the range each year?
- c. What programs does the range provide for junior shooters or to encourage new shooters from the general public? What is done to make new shooters feel welcome? How does the public know about the range and its activities? What educational activities does your organization conduct or sponsor?
- d. What programs do you have for firearms safety, hunter education, hunter sight ins or archery training?
- e. Does the range host any competitive events and encourage spectator participation with these events?
- f. How will the proposed project improve safety, enhance operations, improve sanitation or help the range be a better member of the community?

The Arizona Game & Fish Department's Hunter Education Program's purpose is to "promote safe, knowledgeable and responsible hunter conduct, to emphasize the importance of wildlife management, laws and regulations, and to encourage the safe handling of firearms and bow hunting equipment". The archery range at Heroes Park will not only offer instructional classes that teach archery and hunter safety, but will work closely with the Arizona Game and Fish Department to promote education in conservation, fair chase, fair share, hunters' ethics and hunters' image.

Safety is paramount for an archery range. Using best practices and the National Field Archery Association's Archery and Bowhunter Range Guidelines as a model, we are in the process of developing a safety plan that will include information on safety zones, barriers, controlled access, signage, operating and emergency procedures, maintenance schedules, police and park ranger routes, etc. This will be a living document and will be regularly reviewed and updated as needed. Law enforcement will not use the range for professional training but the Fire and Police Departments have shown interest in using the range for archery clubs they may develop.

The archery range at Heroes Park will be open to the public every day from dawn to dusk. Since the range will be in a public park, everyone will be welcome to use the facility. The range will not be membership based.

The City of Glendale is planning to offer beginner through advanced archery classes for adults and youth through its Special Interest Class division. We will also work closely with the vendor selected through a RFP process to provide quality programs, hunter education and archery training that encourage new shooters from the general public. The RFP requires the vendor to provide two special events each year that promote archery and are open to the general public. A great benefit of having an operator on site to help manage the range is that it will make the range more welcoming to new users. Those wanting to learn more about the range and its activities can easily stop by the range and ask questions as needed

Promotion of the range and its activities will be done on multiple levels. The City will promote classes through its Glendale @ Play quarterly magazine (approximately 48,000 copies circulated), other print materials, social media (Facebook, Twitter), press releases and on its website.

9. Budget worksheet.

The application must include a completed budget worksheet. (Included with the packet)
Include any other organizations that are providing funding for this project.

Budget Worksheet

Use this worksheet to develop a cost estimate. Additional categories may be used if needed.

Project Title:	Glendale Heroes Park Archery Range			
Organization:	City of Glendale			
	Estimated costs		Organization dollars (Cash Dollars Dedicated to the Project)	Value of donated services and supplies
	<i>This column should contain estimates of all project costs.</i>		<i>Organization dollars and donated services and supplies must equal 50% of the total project cost.</i>	
Planning/development Site Prep, Survey, Demolition	\$2,000.00		\$0	\$2,000.00
Equipment	\$ _____		\$0	\$ _____
Construction	\$33,024.00		\$0	\$ _____
Labor	\$3,000.00		\$0	\$3,000.00
Supplies	\$ _____		\$0	\$ _____
Other Land Contribution	\$43,044.00		\$0	\$43,044.00
Total project cost	\$80,268.00			

Total organizational dollars and donations (Must Equal or Exceed 50% of Total Project Cost)	\$47,244.00 =		\$0 +	\$47,244.00
Grant Request (Not to Exceed 50% of the Total Project Costs)	\$33,024.00			
We received \$2,050.00 from the Cabela’s Outdoor Fund. We are working with community partners for donations of materials and volunteerism.				

10. Insurance certificate.

Attach a current copy of liability insurance certificate.

See next page

CERTIFICATE OF INSURANCE

ISSUE DATE (MM/DD/YY)
7/3/2014

PRODUCER

ALLIANT INSURANCE SERVICES, INC.
P.O. Box 6450
Newport Beach, CA 92658-6450
License No. 0C36861

Ph (949) 756-0271 / Fax (949) 756-2713

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.

COMPANIES AFFORDING COVERAGE

INSURED

CITY OF GLENDALE, AZ
5850 W. GLENDALE AVE, SUITE B56
GLENDALE, AZ 85301

COMPANY LETTER	A	TECHNOLOGY INSURANCE COMPANY
COMPANY LETTER	B	SAFETY NATIONAL CASUALTY CORP.
COMPANY LETTER	C	
COMPANY LETTER	D	
COMPANY LETTER	E	

COVERAGES

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSION AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

CO LTR	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YY)	POLICY EXPIRATION DATE (MM/DD/YY)	LIMITS	
A	GENERAL LIABILITY	TPP1014257 03	07/01/2014	07/01/2015	GENERAL AGGREGATE	\$10,000,000
	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY	Subject to \$1,000,000 SIR			PRODUCTS-COMP/OP AGG.	\$10,000,000
	<input type="checkbox"/> CLAIMS MADE <input checked="" type="checkbox"/> OCCUR				PERSONAL & ADV. INJURY	\$10,000,000
	<input type="checkbox"/> OWNER'S & CONTRACTOR'S PROT.				EACH OCCURRENCE	\$10,000,000
	<input checked="" type="checkbox"/> Public Entity E&O	\$10,000,000 E&O Aggregate			FIRE DAMAGE (Any one fire)	
					MED. EXPENSE (Any one person)	
A	AUTOMOBILE LIABILITY	TPP1014257 03	07/01/2014	07/01/2015	COMBINED SINGLE LIMIT	\$10,000,000
	<input checked="" type="checkbox"/> ANY AUTO	SUBJECT TO \$1,000,000 SIR			BODILY INJURY (Per person)	
	<input type="checkbox"/> ALL OWNED AUTOS				BODILY INJURY (Per accident)	
	<input checked="" type="checkbox"/> SCHEDULED AUTOS				PROPERTY DAMAGE	
	<input checked="" type="checkbox"/> HIRED AUTOS					
	<input checked="" type="checkbox"/> NON-OWNED AUTOS					
	<input type="checkbox"/> GARAGE LIABILITY					
	EXCESS LIABILITY				EACH OCCURRENCE	
	<input type="checkbox"/> UMBRELLA FORM				AGGREGATE	
	<input type="checkbox"/> OTHER THAN UMBRELLA FORM				SELF-INSURED RETENTION	
B	WORKER'S COMPENSATION AND EMPLOYER'S LIABILITY	SP4051401	07/01/2014	07/01/2015	<input checked="" type="checkbox"/> STATUTORY LIMITS	
		SUBJECT TO \$800,000			EACH ACCIDENT	\$1,000,000
		RETENTION			DISEASE-POLICY LIMIT	\$1,000,000
	OTHER				DISEASE-EACH EMPLOYEE	\$1,000,000

DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES/SPECIAL ITEMS ISSUED FOR PURPOSES OF EVIDENCING COVERAGE

SUBJECT TO POLICY TERMS, CONDITIONS AND EXCLUSIONS.

CERTIFICATE HOLDER

EVIDENCE OF INSURANCE
C/O CITY OF GLENDALE, AZ
5850 W. GLENDALE AVE., STE. B56
GLENDALE, AZ 85301

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

Rick Armstrong

11. Board resolution in support of the application.

Use the form included in the application packet. Each application must include this resolution, signed by the president or similar governing group or officer, indicating that the application has the approval of the organization's governing board. All resolution forms must be attested to by the organizations secretary or officer and notarized.

See next page

RESOLUTION NO. NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION OF A GRANT APPLICATION FOR THE APPROXIMATE AMOUNT OF \$33,024 FROM ARIZONA GAME AND FISH DEPARTMENT FOR THE DEVELOPMENT OF A PUBLIC ARCHERY RANGE AT GLENDALE HEROES REGIONAL PARK.

WHEREAS, the City of Glendale is requesting grant funding from the Arizona Game and Fish Department for the following project in the City of Glendale:

The development of a public archery range at Glendale Heroes Regional Park located at 83rd Avenue and Bethany Home Road. The grant request is for \$33,024 with an approximate total project cost of \$80,268.

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

SECTION 1. That the City is hereby authorized to submit the application materials attached hereto, together with this Resolution, to the Arizona Game and Fish Department for the Shooting Range Development Grant in the approximate amount of \$33,024.

SECTION 2. That the City Manager or designee is appointed as agent of the City of Glendale to conduct all negotiations, execute and submit all documents, including but not limited to, applications, agreements, amendments, billing statements, and so on which may be necessary for the completion of the aforementioned project.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_community_shooting range development grant.doc

12. Arizona GAO-W9 form.

Application must contain a completed Arizona Department of Administration GAO-W9 form, also called an Arizona Substitute W-9 Form. The form can be found by visiting www.goa.state.az.us/vendor or by calling the Arizona Department of Administration at (602) 542-5405.

See next page

**Request for Taxpayer
Identification Number and Certification**

Give Form to the
requester. Do not
send to the IRS.

Print or type
See Specific Instructions on page 2.

Name (as shown on your income tax return)

City of Glendale

Business name/disregarded entity name, if different from above

Check appropriate box for federal tax classification:

☐ Individual/sole proprietor ☐ C Corporation ☐ S Corporation ☐ Partnership ☐ Trust/estate

☐ Limited liability company. Enter the tax classification (C=C corporation, S=S corporation, P=partnership) ▶

☒ Other (see instructions) ▶

Government

Exemptions (see instructions):

Exempt payee code (if any) _____

Exemption from FATCA reporting
code (if any) _____

Address (number, street, and apt. or suite no.)

5850 W. Glendale Ave

City, state, and ZIP code

Glendale, AZ 85301

List account number(s) here (optional)

Requester's name and address (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on the "Name" line to avoid backup withholding. For individuals, this is your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the Part I instructions on page 3. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN* on page 3.

Note. If the account is in more than one name, see the chart on page 4 for guidelines on whose number to enter.

Social security number

____ - ____ - _____

Employer identification number

8 6 - 6 0 0 0 2 4 7

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me), and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding, and
3. I am a U.S. citizen or other U.S. person (defined below), and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions on page 3.

Sign
Here

Signature of
U.S. person ▶

Steven G. Galt

Date ▶

2/27/14

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. The IRS has created a page on www.irs.gov/w9 for information about Form W-9, at www.irs.gov/w9. Information about any future developments affecting Form W-9 (such as legislation enacted after we release it) will be posted on that page.

Purpose of Form

A person who is required to file an information return with the IRS must obtain your correct taxpayer identification number (TIN) to report, for example, income paid to you, payments made to you in settlement of payment card and third party network transactions, real estate transactions, mortgage interest you paid, acquisition or abandonment of secured property, cancellation of debt, or contributions you made to an IRA.

Use Form W-9 only if you are a U.S. person (including a resident alien), to provide your correct TIN to the person requesting it (the requester) and, when applicable, to:

1. Certify that the TIN you are giving is correct (or you are waiting for a number to be issued),
2. Certify that you are not subject to backup withholding, or
3. Claim exemption from backup withholding if you are a U.S. exempt payee. If applicable, you are also certifying that as a U.S. person, your allocable share of any partnership income from a U.S. trade or business is not subject to the

withholding tax on foreign partners' share of effectively connected income, and

4. Certify that FATCA code(s) entered on this form (if any) indicating that you are exempt from the FATCA reporting, is correct.

Note. If you are a U.S. person and a requester gives you a form other than Form W-9 to request your TIN, you must use the requester's form if it is substantially similar to this Form W-9.

Definition of a U.S. person. For federal tax purposes, you are considered a U.S. person if you are:

- An individual who is a U.S. citizen or U.S. resident alien,
- A partnership, corporation, company, or association created or organized in the United States or under the laws of the United States,
- An estate (other than a foreign estate), or
- A domestic trust (as defined in Regulations section 301.7701-7).

Special rules for partnerships. Partnerships that conduct a trade or business in the United States are generally required to pay a withholding tax under section 1446 on any foreign partners' share of effectively connected taxable income from such business. Further, in certain cases where a Form W-9 has not been received, the rules under section 1446 require a partnership to presume that a partner is a foreign person, and pay the section 1446 withholding tax. Therefore, if you are a U.S. person that is a partner in a partnership conducting a trade or business in the United States, provide Form W-9 to the partnership to establish your U.S. status and avoid section 1446 withholding on your share of partnership income.

13. Control and tenure statement.

Projects funded through the Shooting Range Development Grants Program must be located on land which the applicant owns or manages. The application must include one of the following documents:

- a. A copy of the legal document showing title in the name of the applicant and legal description of the property.

See next page



When recorded mail to:

OLSEN-SMITH, LTD.
3300 Virginia Financial Plaza
301 East Virginia Avenue
Phoenix, Arizona 85004

2/2 201-800-1183241

0
MAR:

HELEN PURCELL

98-1138601

12/16/98

04:29

HATTIE

2 OF 115

SPECIAL WARRANTY DEED

FOR VALUABLE CONSIDERATION, the receipt of which is hereby acknowledged, DAVID JOHN TOLMACHOFF and DIANA TOLMACHOFF, husband and wife ("Grantors"), do hereby convey unto CITY OF GLENDALE, an Arizona municipal corporation ("Grantee"), its successors and assigns, all right, title and interest of Grantors in and to the real property described on Exhibit "A" attached hereto together with all rights and privileges appurtenant or to become appurtenant thereto on the date of the signing of this instrument.

Grantors hereby assign unto Grantee all warranties of title or of any nature whatsoever which Grantors own or to which Grantors are entitled respecting Grantors' interest in the real property described herein; provided, however, Grantors warrant title as against all of their acts and no other acts and subject to current taxes and assessments, reservations and all easements, rights of way, covenants, conditions, restrictions, liens and encumbrances as may appear of record.

DATED this 11 day of 12, 1998.

David John Tolmachoff
DAVID JOHN TOLMACHOFF

Diana Tolmachoff
DIANA TOLMACHOFF

This Transfer is Exempt
from the Affidavit
and Transfer Tax
under ARS 42-1614

A3

GRANTORS

STATE OF California)
County of Fresno) ss.

Unofficial Document

This instrument was acknowledged before me this 11th day of
December, 1998, by DAVID JOHN TOLMACHOFF and DIANA
TOLMACHOFF.

Angela Pena
Notary Public

My commission expires:

3/24/2000



14. State Historical Preservation Office (SHPO) Certificate

AGFD SHPO Certification

This certification is required by regulations implementing the State Preservation Act (A.R.S. § 41-861 through 42-864), effective July 24, 1982. It is understood that recipients of state funds are required to comply with this law throughout the project period. The State Historic Preservation Act mandates that all State agencies consider the potential of activities or projects to impact significant cultural resources. Each State agency is required to consult with the State Historic Preservation Officer with regard to those activities or projects that may impact cultural resources.

PROJECT TITLE Heroes Regional Park Archery Range

APPLICANT City of Glendale

Please answer the following questions which provide information on the potential of the project to impact cultural resources:

1. Does the proposed project have the potential to disturb the surface and/or subsurface of the ground?

 YES X NO

2. Are there any known prehistoric and/or historic archaeological sites within the project area that have the potential to be disturbed by the proposed activity?

 YES X NO

3. Are there any buildings or structures (including mines, bridges, dams, canals, etc.) which are 50 years or older within the project area that have the potential to be disturbed by the proposed activity?

 YES X NO

If you have answered "NO" to all of the above questions, please sign on the line below certifying that the activity or project is in compliance (and will remain in compliance throughout the project period) with the State Historic Preservation Act.

 12.01.14
Authorized Signature/Date

Jon M. Froke, AICP, Planning Director
Printed Name/Title

(623) 930-2585

Phone Number

If you have answered "YES" to any of the above questions you must complete the "SHPO Information Form" and follow the directions on the back of this certification. Forward copies of all information requested to the Arizona Game and Fish Department. **All original copies should be submitted with the application to the Arizona Game and Fish Department. DO NOT FORWARD THIS FORM TO SHPO!**

SHPO Information Sheet

If you answered yes to question #1 on the SHPO Certification page, please attach a brief description of the proposed project and specifically identify any surface or subsurface impacts that are expected.

Identify the total project area acreage involved: _____

Please comment on the condition of the current ground surface within the entire project boundary area (i.e., is the ground in a natural undisturbed condition, or has it been bladed, paved, graded, etc.). Attach extra sheets if more space is needed.

Has the project area been previously surveyed for cultural resources by a qualified Archaeologist?

_____ yes _____ no

If yes, applicant must submit a copy of the Archaeologist's report.

Identify the Landowner (Note: if a Federal Agency is involved, they must consult with SHPO pursuant to the National Historic Preservation Act).

Project location: _____
(Township, Range, Section and quarter/quarters)

Applicant must provide a USGS topo quad map scale 1:24,000 7.5 minute, with the project area pinpointed/drawn in.

Please submit a copy of both sides of this sheet (SHPO Certification and SHPO Information Sheet) with your grant application package. **In addition to the forms needed for application, submit one extra copy of the completed G2 and G4 forms along with one extra copy of the location map/drawings to be used for SHPO clearance.** The Arizona Game and Fish Department will forward forms to the State Historic Preservation Office for their approval. Arizona Game and Fish Department must receive a signed SHPO Certification form or letter from the State Historic Preservation Officer before funds can be released.

FOR SHPO USE ONLY

SHPO Finding:

- _____ Funding this project will not affect historic properties
- _____ Survey necessary – further GRANTS/SHPO consultation required (*grant funds will not be released until consultation has been completed*)
- _____ Cultural resources present – further GRANTS/SHPO consultation required (*grant funds will not be released until consultation has been completed*)

SHPO Comments:

For State Historic Preservation Office

Date



Legislation Description

File #: 15-027, Version: 1

RESOLUTION IN SUPPORT OF AUTHORIZING THE CITY MANAGER TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY HUMAN SERVICES DEPARTMENT

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Maricopa County Human Services Department as the lead agency for Maricopa HOME Consortium. This agreement, required by the U.S. Department of Housing and Urban Development (HUD), allows Glendale to utilize \$512,309 from the HOME Investment Partnerships Program (HOME) for Fiscal Year (FY) 2014-2015.

Background

The Maricopa HOME Consortium was established in 1993 for the purpose of receiving HOME funds from HUD. HOME funds are used by Glendale to address housing related needs, such as housing rehabilitation, replacement housing and new infill construction for qualified homeowners. Current HOME Consortium members include Maricopa County as the lead agency and the cities of Chandler, Glendale, Surprise, Avondale, Peoria, Scottsdale, Tempe, and the Town of Gilbert. Membership in the HOME Consortium has resulted in Glendale having been allocated \$13,041,442 in federal HOME funds since 1993.

Renewal of this IGA will allow Glendale to provide housing rehabilitation services to Glendale homeowners and to partner with agencies such as Habitat for Humanity to address infill housing issues in our neighborhoods.

Analysis

HOME funds are provided to help cities address identified community needs in the area of housing. The HOME program is designed to assist families and individuals who are low-to-moderate income. Since becoming a member in 1993, the City has used over \$13 million in federal HOME funds to rehabilitate 150 qualified properties; administer down payment assistance programs; and construct 72 new, quality, infill housing units with non-profit agencies such as Habitat for Humanity. As a part of its membership, the Maricopa HOME Consortium assists the city and acts as the lead agency by providing administrative oversight when reporting and monitoring all program activity to the Federal Government and encourages regional dialogue among member cities to ensure best practices are being implemented.

Previous Related Council Action

On May 13, 2014, Council approved funding the Community Development Advisory Committee (CDAC) recommendation for the FY 14-15 Annual Action Plan, which determines the city's community needs and the

priorities to be used in formulating recommendations. These recommendations were part of an extensive public process and Council priorities that are supported by Glendale's Five-Year Consolidated Plan for Fiscal Years 2010 through 2014. The use of \$512,309 in Glendale for new infill housing and eligible home rehabilitation projects was approved as a part of this Annual Action Plan for FY 14-15. The City Council has taken similar action in each of the previous funding years of the HOME program.

Community Benefit/Public Involvement

The objective of the HOME program is to expand the supply of decent, safe, sanitary, and affordable housing for low-to-moderate income households. This program has supported numerous activities that have assisted hundreds of Glendale residents and has been supported by the 11 member CDAC every year since the start of the program in 1993.

Budget and Financial Impacts

HOME funds are received by Glendale as a member of the Maricopa HOME Consortium and are budgeted annually through the city's budget process. The amount the city receives is based on the amount of congressional funding allocated and a formula that HUD applies using a variety of factors that include population, housing conditions, and others, such as foreclosure rates.

The HOME program requires a 25% match from non-federal funds. For FY 14-15 HOME projects administered by the city, an annual match allocation of \$31,888 is budgeted in the Community Revitalization Division for this match. Outside agencies (i.e. - Habitat for Humanity) that apply and are awarded HOME funds through the annual City application and review process are required to provide their own 25% matching funds.

Cost	Fund-Department-Account
\$512,309	1300-30001-618200 - HOME Investment Partnership Program
\$31,888	1000-15010-518200 - Home Grant Match

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 4914 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN RESOURCES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement with Maricopa County, administered by its Human Resource Department, for the HOME Investment Partnerships (HOME) Program be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager, or designee, and the City Clerk be authorized and directed to executed and deliver said agreement on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



INTERGOVERNMENTAL AGREEMENT
FOR SERVICES BETWEEN
MARICOPA COUNTY
ADMINISTERED BY ITS
HUMAN SERVICES DEPARTMENT
AND
CITY OF GLENDALE



Contract Amount: \$512,309

Contract Start Date: July 1, 2014

Contract Termination Date: Contract Term 24 months from the date fully executed

Contract Number: _____

Program Number: CM1403

CFDA Number: 14.239, HOME Investment Partnership Program

DUNS Number: 07-752-3579

COUNTY shall provide financial reimbursement in a contract amount up to Five Hundred Twelve Thousand Three Hundred Nine dollars (\$512,309) subject to the terms of this Agreement and availability of funds. This Agreement amount constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

This Agreement is entered into by and between the City of Glendale, a member of the HOME Consortium (hereinafter referred to as the "City and/or "SUBRECIPIENT"), and Maricopa COUNTY, administered by its Human Services Department, (hereinafter referred to as the "Lead Agency" and/or "COUNTY"). The SUBRECIPIENT and COUNTY are collectively referred to herein as the "Parties" and individually as a "Party."

The SUBRECIPIENT, for and in consideration of the covenants and conditions set forth in this Agreement, shall provide and perform the services set forth herein. All rights and obligations of the Parties shall be governed by the terms of this Agreement, its exhibits, attachments, and appendices, including any Subcontracts, Amendments, or Change Orders as set forth herein and in:

Section I – General Provisions – Contain uniform administrative requirements applicable to both Parties participating in the HOME Investment Partnerships (HOME) Program, which include, but are not limited to, definitions; non-discrimination and equal opportunity requirements; disclosure and retention requirements; and debarment, suspension, or ineligibility exclusions.

Section II – Special Provisions – Provides specific programmatic requirements upon the SUBRECIPIENT that are established by the HOME Program and applicable HUD regulations. This includes, but is not limited to, disposition of program income; financial record management; reporting requirements; and SUBRECIPIENT certifications.

Section III – Work Statement – The section contains, but is not limited to, a narrative of the project; a list of the tasks to be performed; established goals; performance measures; scheduling; budget; planned expenditures of income.

Section IV – Compensation – Contains provisions relating to compensation for SUBRECIPIENT, method of payment, terms of reimbursement, conditions-prior to the release of funds.

SUBRECIPIENT

Representative: Gilbert Lopez, Community Revitalization Administrator
Phone: 623-930-3670 E-mail: GLopez@GLENDALEAZ.com
Address: 5850 W. Glendale Avenue Suite 107, Glendale AZ 85301

Lead Agency

Representative: Amy Jacobson, Community Development Assistant Director
Phone: (602) 372-1528 E-mail: jacobsona@mail.maricopa.gov
Address: 234 N. Central Ave., Third Floor, Phoenix, AZ 85004

Notice under this Agreement shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested, to the persons at the addresses set forth above and shall be effective three (3) days after being mailed unless otherwise indicated in the notice.

This Agreement contains all the terms and conditions agreed to by the Parties. No other understanding, oral or otherwise, regarding the subject matter of this Agreement shall be deemed to exist or to bind any Party hereto. Nothing in this Agreement shall be construed as consent to any lawsuit or waiver of any defense in a lawsuit brought against the State of Arizona, COUNTY, or the SUBRECIPIENT in any State or federal court.

IN WITNESS THEREOF, the Parties have signed this Agreement:

Approved By:
SUBRECIPIENT

Approved By:
MARICOPA COUNTY (LEAD AGENCY)

City Manager

Chairman, Board of Supervisors

DATE

DATE

Attested to:

Attested to:

City Clerk

Clerk, Board of Supervisors

DATE

DATE

IN ACCORDANCE WITH A.R.S. §§ 11-952, 11-201, AND 11-251, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED DEPUTY COUNTY ATTORNEY, AND, IN ACCORDANCE WITH A.R.S. § 11-952, THIS AGREEMENT HAS BEEN REVIEWED BY THE UNDERSIGNED ATTORNEY FOR SUBRECIPIENT ON BEHALF OF SUBRECIPIENT, AND, AS TO THEIR RESPECTIVE CLIENTS ONLY, EACH ATTORNEY HAS DETERMINED THAT THIS AGREEMENT IS PROPER IN FORM AND WITHIN THE POWER AND AUTHORITY GRANTED UNDER THE LAWS OF THE STATE OF ARIZONA.

APPROVED AS TO FORM:

APPROVED AS TO FORM:

Attorney for the SUBRECIPIENT DATE

Attorney for the Board of Supervisor DATE

SECTION I
GENERAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Section I General Provisions

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement and the Special or General Provisions are in conflict, the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement, the Compensation Provisions shall control. Nothing herein shall operate to increase the Operating Budget without a written amendment thereto.

B. DEFINITIONS

As used throughout this Agreement, the following terms shall have the following meanings:

1. Agreement means this Contract for Services, which includes the General Provision, Special Provisions, Work Statement, Compensation, and all applicable attachments, exhibits, appendix, and any laws, rules, or regulations incorporated by reference.
2. Assistant Director means the Director of a specific Division within the Human Services Department.
3. Board of Supervisors means the Maricopa County Board of Supervisors.
4. Commitment means an executed legally binding written agreement with a SUBRECIPIENT or a contractor to use specific amount of HOME funds to produce affordable housing, provide down-payment assistance or tenant based rental. An agreement between the representative unit and a member unit of general local government of the Consortium does not constitute a commitment as described in 24 CFR Part 92.2(1) and (2).
5. Contract Administrator means the person administering this Agreement on behalf of the Department.
6. Project Coordinator means the liaison between the Department and the SUBRECIPIENT that is responsible for contract monitoring and technical assistance.
7. COUNTY means Maricopa County.
8. Department means the Maricopa County Human Services Department Community Development Division.
9. Developer/Subcontractor means a non-profit or for-profit organization carrying out HOME related project activities as described in the written agreement between the City and the Developer.
10. Director means the Director of the Maricopa County Human Services Department.
11. Division means a section of the Human Services Department Community Development Division.
12. Fidelity Bond means a bond to indemnify the SUBRECIPIENT against losses resulting from fraud or lack of integrity, honesty or fidelity of one or more employees, officers or other persons holding a position of trust.
13. Intergovernmental Agreement means an agreement entered between two or more public agencies for services, to jointly exercise any power common to them, or for joint or cooperative action to perform some or all of the services specified in their agreement as provided by A.R.S. § 11-952.
14. Juvenile means any person under the age of eighteen (18).
15. Payment Bond means a bond executed to assure payment as required by law of all persons performing work or providing materials in the execution of work provided in this Agreement.
16. Performance Bond means a bond executed to secure fulfillment of all of the SUBRECIPIENT's obligations under this Agreement.
17. Program means HOME SUBRECIPIENT receive funds to carry out programs (e.g., down payment assistance, homeowner rehabilitation, or tenant-based rental assistance programs, etc.), and not to undertake specific projects. (Entities that carry out projects are generally owners, developers, or sponsors.) Work Statement include herein describe the SUBRECIPIENT programs to be administered.

Section I General Provisions

18. Projects means rehabilitation or new construction (with or without acquisition) as described in a legally binding agreement between the HOME SUBRECIPIENT and the prospective owners or beneficiaries of the HOME funds for which all necessary financing has been secured and budgeted and for which an acquisition, construction and/or rehabilitation schedule has been established, and underwriting has been completed and otherwise complies with CFR Part 92.2(2) and 92.2 (A) and (B).
19. Public Agency has the meaning prescribed by A.R.S. § 11-951.
20. Subcontract means any contract entered into by a SUBRECIPIENT with a third party for performance of any of the work or provision of any of the services covered by this Agreement.
21. SUBRECIPIENT means a public agency to administer all requirements of the HOME program and is the member unit of a general local government, person, firm or organization listed on the Cover Page of this Agreement.
22. Vendor means an entity funded through the SUBRECIPIENT to provide services required by the Work Statement.
23. Work Statement means the section of this Agreement that contains a description of services to be delivered pursuant to this Agreement.

C. GENERAL REQUIREMENTS

1. The terms of this Agreement shall be construed in accordance with Arizona law and the applicable regulations of the United States Department of Housing and Urban Development (HUD). Any lawsuit arising out of this Agreement shall be brought in the appropriate court in Maricopa County, Arizona.
2. The SUBRECIPIENT shall, without limitation, obtain and maintain all licenses, permits and authority necessary to do business, render services and perform work under this Agreement, and shall comply with all laws regarding unemployment insurance, disability insurance and worker's compensation.
3. The SUBRECIPIENT is independent in the performance of work and the provision of services under this Agreement and is not to be considered an officer, employee or agent of the COUNTY.
4. SUBRECIPIENT shall comply with the regulations prohibiting a conflict of interest, and not make any payments, either directly or indirectly, to any person, partnership, corporation, trust or other organization that has a substantial interest in SUBRECIPIENT's organization or with which SUBRECIPIENT (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless SUBRECIPIENT has made full written disclosure of the proposed payments to the Department and has received written approval therefore. For purposes of this provision, the terms "substantial interest" and "relative" shall have the meanings prescribed by A.R.S. § 38-502.

D. ACCEPTANCE OF FUNDS

SUBRECIPIENT hereby accepts the award of funds under the terms of this Agreement and agrees to execute and return this Agreement to the COUNTY within 30 days of receipt unless SUBRECIPIENT received a written waiver of this requirement by the COUNTY.

E. AMENDMENTS

All Amendments to this Agreement shall be in writing, signed by authorized signers for both Parties, and be requested to the COUNTY no later than six (6) months prior to contract expiration.

F. ASSIGNMENT AND SUBCONTRACTING

No right, liability, obligation or duty under this Agreement may be assigned, delegated or subcontracted, in whole or in part, without the prior written approval of the Contract Administrator. SUBRECIPIENT shall bear all liability under this Agreement, even if it is assigned, delegated or subcontracted, in whole or in part, unless the Department agrees otherwise.

Section I General Provisions

G. AVAILABILITY OF FUNDS

1. The provisions of this Agreement relating to the payment for services shall become effective when funds assigned for the purpose of compensating the SUBRECIPIENT, as provided herein, are actually available to the Department for disbursement. The Director shall be the sole authority in determining the availability of funds under this Agreement and the Department shall keep the SUBRECIPIENT fully informed as to the availability of funds.
2. If any action is taken by any State agency, federal department or any other agency or instrumentality to suspend, decrease or terminate its fiscal obligation under, or in connection with this Agreement, the Board of Supervisors may amend, suspend, decrease or terminate its obligations under or in connection with this Agreement. In the event of termination, the COUNTY shall be liable for payment only for services rendered prior to the effective date of the termination, provided that such services performed are in accordance with the provisions of this Agreement. The Department shall give written notice of the effective date of any suspension, amendment, or termination under this section at least ten (10) calendar days in advance.

H. BUDGET ADJUSTMENTS

SUBRECIPIENT must receive prior written approval from the COUNTY to move funds from one Budget Activity Line Item to another. Budget adjustments that do not change the Contract Amount may be documented by an Amendment signed by the Director and the SUBRECIPIENT's Representative. If the COUNTY agrees to the budget adjustments that increase the Contract Amount, the COUNTY shall follow section E of this Agreement to amend this Agreement. Any requests for reasonable budget adjustments must be submitted six (6) months prior to the expiration of this Agreement. Requests for adjustments to this Agreement must be supported by appropriate documentation. The SUBRECIPIENT shall not retain any funds drawn down in excess of immediate cash needs (to be used within 15 days of draw down) to cover subsequent requests for reimbursement, and must return them to the COUNTY within 30 days of receipt. The SUBRECIPIENT must also return to the COUNTY any interest that is earned on these funds that are drawn down and not expended for eligible costs within 15 days of draw down.

I. DISPUTES

1. Except as may otherwise be provided for in this Agreement, any dispute arising out of this Agreement that is not resolved between the Parties within a reasonable period of time, which shall not exceed one hundred twenty (120) days, shall be submitted in accordance with the following dispute resolution process.
2. Disputes must be in writing and filed with the Assistant Director within ten (10) working days from the date the SUBRECIPIENT knew or should have known of the basis of the dispute. The Assistant Director, as applicable, shall respond in writing to the SUBRECIPIENT within fourteen (14) working days. The decision of the Assistant Director shall be final and conclusive unless, within seven (7) working days from the date the SUBRECIPIENT receives the decision, SUBRECIPIENT files a written notice of appeal with the Director of the Department or the Director of Materials Management Department of Maricopa COUNTY, who shall provide the SUBRECIPIENT with a written response within fourteen (14) working days following receipt of the SUBRECIPIENT's notice of appeal. The decision of the Director shall be final.
3. Pending a final decision of the Director or the Director of the Materials Management Department, the SUBRECIPIENT shall proceed diligently with the performance of this Agreement in accordance with the Assistant Director's decision.

J. DEFAULT AND REMEDIES FOR NONCOMPLIANCE

1. Notwithstanding anything to contrary, this Section shall not be deleted or superseded by any other provision of this Agreement.
2. This Agreement may be immediately terminated by the COUNTY if the SUBRECIPIENT defaults by failing to perform any objective or breaches any obligation under this Agreement, or

any event occurs that jeopardizes the SUBRECIPIENT's ability to perform any of its obligations under this Agreement. The COUNTY reserves the right to have service provided by persons other than the SUBRECIPIENT if the SUBRECIPIENT is unable or fails to provide required services with the specified time frame.

3. Failure to comply with the requirements of this Agreement and all the applicable federal, state, or local laws, rules, and regulations may result in suspension or termination of this Agreement, the return of unexpended funds (less just compensation for work satisfactorily completed that, to date, has not been paid), the reimbursement of funds improperly expended, or the recovery of funds improperly acquired. Noncompliance includes, but is not limited to:
 - a. Nonperformance of any obligations required by this Agreement.
 - b. Noncompliance with any applicable federal, state, or local laws, rules or regulations, including HUD guidelines, policies, or directives.
 - c. Unauthorized expenditure of funds.
 - d. Violation of the applicable affordability period.
 - e. Improper disposition of resale or recapture proceeds.
 - f. Improper disposition of program income.
 - g. Noncompliance with applicable financial record requirements, accounting principles, or standards established by OMB circulars.
 - h. Noncompliance with recordkeeping, record retention, or reporting requirements.
4. Notwithstanding the suspension or termination of this Agreement, or the final determination of the proper disposition of funds, SUBRECIPIENT shall, without intent to limit or with restrictions, be subject to the following:
 - a. All awards of funding shall be immediately revoked, and any approvals related to the project described in the Special Provision or Work Statement shall be deemed revoked and canceled. Thereby, any entitlements to compensation after suspension or termination of this Agreement are similarly revoked and unavailable.
 - b. Not be relieved of any liability or responsibility associated with the Special Provision or Work Statement.
 - c. Acknowledge that suspension or termination of this Agreement does not affect or terminate any rights against the SUBRECIPIENT at the time of suspension or termination, or that may accrue later. Nothing herein shall be construed to limit or terminate any right or remedy available under contract or rule.
 - d. Waiver of a breach or default of any term, covenant, or condition of this Agreement or any federal, state, or local law, rule, or regulation shall not operate as a waiver of any subsequent breach of the same or any other term, covenant, condition, law, rule, or regulation.

K. TERMINATION

1. Either Party may terminate this Agreement at any time by giving the other Party at least sixty (60) calendar days prior notice in writing (unless terminated by the Board of Supervisors under the Availability of Funds provision). The notice shall be given by personal delivery or by registered or certified mail, postage prepaid and return receipt requested.
2. This Agreement may be terminated by mutual written agreement of the Parties specifying the termination date therein.
3. The COUNTY has the right to terminate this Agreement upon twenty-four (24) hour notice when the COUNTY deems the health or welfare of the service recipients are endangered or SUBRECIPIENT's non-compliance jeopardizes funding source financial participation. If not terminated by one of the above methods, this Agreement will terminate upon the expiration of the term of this Agreement stated on the Page One of this Agreement.
4. In accordance with 24 CFR § 85.43, the COUNTY may suspend or terminate this Agreement if SUBRECIPIENT violates any term or condition of this Agreement or if SUBRECIPIENT fails to maintain a good faith effort to carry out the purpose of this Agreement.

Section I General Provisions

5. COUNTY or SUBRECIPIENT may terminate this Agreement for convenience in accordance with 24 CFR § 85.44. Both Parties shall agree upon the termination conditions including the effective date of the termination. The party initiating the termination shall notify the other party in writing stating the reasons for such termination.
- L. SEVERABILITY
Any provision of this Agreement that is determined to be invalid, void or illegal by a court shall in no way affect, impair or invalidate any other provision hereof, and the remaining provisions shall remain in full force and effect.
- M. STRICT COMPLIANCE
The Department's acceptance of SUBRECIPIENT's performance that is not in strict compliance with the terms hereof shall not be deemed to waive the requirements of strict compliance for all future performance. All changes in performance obligations under this Agreement shall be in writing and signed by both Parties.
- N. NON-LIABILITY
The COUNTY, its officers, representatives, agents and employees shall not be liable for any act or omission by the SUBRECIPIENT or Vendor or any officer, representative, agent or employee of SUBRECIPIENT or Vendor occurring in the performance of this Agreement, nor shall these entities be liable for purchases or contracts made by the SUBRECIPIENT, Vendor or any officer, representative, agent and employee of SUBRECIPIENT or Vendor, in connection with this Agreement.
- O. RECIPROCAL INDEMNIFICATION
Each Party (as "Indemnitor") agrees to indemnify, defend, and hold harmless the other Party (as "Indemnitee") from and against all claims, losses, liability, costs, or expenses (including reasonable attorneys' fees, expert witnesses' fees and other litigation costs) (hereinafter collectively referred to as "Claims") arising out of bodily injury (including death) of any person or property damage, but only to the extent that such claims, which result in vicarious liability to the Indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers.
- P. TECHNICAL ASSISTANCE
The Department will provide reasonable technical assistance to the SUBRECIPIENT to assist in complying with State and federal laws, regulations and accountability for diligent performance and compliance with the terms and conditions of this Agreement and all applicable laws, regulations and standards. However, this assistance in no way relieves the SUBRECIPIENT of full responsibility and accountability for its actions and performance in compliance with the terms of this Agreement.
- Q. SINGLE AUDIT ACT REQUIREMENTS
SUBRECIPIENTS in receipt of federal funds through the Department are subject to the federal audit requirements of the Single Audit Act of 1984, as amended (Pub. L. No. 98-502) (codified at 31 U.S.C. §§ 7501, et seq.). SUBRECIPIENTS shall comply with OMB Circular A-87, A-133, and A-122, as applicable, and 24 CFR Parts 44, 84, 85,92 and 570 as applicable. Upon completion, such audits shall be made available for public inspection. Audits shall be submitted within the twelve (12) months following the close of the fiscal year. SUBRECIPIENTS shall take corrective actions within six (6) months of the date of receipt of the reports. The Department shall consider sanctions as described in OMB Circular A-133 for SUBRECIPIENTS not in compliance with the audit requirements.
- R. AUDIT DISALLOWANCES
 1. The SUBRECIPIENT shall, upon written notice thereof, reimburse the COUNTY for any payments made under this Agreement that are disallowed by a federal, State or COUNTY audit in

Section I General Provisions

the amount of the disallowance, as well as court costs and attorney's fees the COUNTY spends to pursue legal action relating to a disallowance. Court costs and attorney's fees incurred will be specifically identified as applicable to the recovery of the disallowed costs in question.

2. If the COUNTY determines that a cost for which payment has been made is a disallowed cost, the Department will notify the SUBRECIPIENT in writing of the disallowance and the required course of action, which shall be at the option of the Department, either to adjust any future claim submitted by the SUBRECIPIENT by the amount of the disallowance or to require immediate repayment of the disallowed amount by the SUBRECIPIENT issuing a check payable to the COUNTY.

S. STAFF AND VOLUNTEER TRAINING

The Department may make available to the SUBRECIPIENT the opportunity to participate in any applicable training activities conducted by the Department.

T. CLEAN AIR ACT

If the total face value of this Agreement exceeds \$100,000, the SUBRECIPIENT agrees to comply with all regulations, standards and orders issued pursuant to the Clean Air Act of 1970, as amended (42 U.S.C. §§ 7401, et seq.), to the extent any are applicable by reason of performance of this Agreement.

U. LOBBYING

1. No federal appropriated funds have been paid or will be paid by or on behalf of the SUBRECIPIENT 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.
2. If any funds, other than federal appropriated funds, have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a member of Congress, an officer or employee of Congress, or an employee of a member of Congress in connection with any federal contract, grant, loan or cooperative agreement, the SUBRECIPIENT shall complete and submit OMB Form-LLL, titled "Disclosure of Lobbying Activities," in accordance with its instructions and 31 U.S.C. § 1352.

V. RELIGIOUS ACTIVITIES

The SUBRECIPIENT agrees that none of its costs and none of the costs incurred by any Vendor will include any expense for any religious activity.

W. POLITICAL ACTIVITY PROHIBITED

None of the funds, materials, property or services contributed by the COUNTY or the SUBRECIPIENT under this Agreement shall be used for any partisan political activity, or to further the election or defeat of any candidate for public office.

X. COVENANT AGAINST CONTINGENT FEES

The SUBRECIPIENT warrants that no person or entity has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee. For breach or violation of this warranty, the COUNTY may immediately terminate this Agreement without liability.

Y. SAFEGUARDING OF PARTICIPANT INFORMATION

The use or disclosure by any Party of any information concerning an applicant for, or recipient of, services under this Agreement is directly limited to the conduct of this Agreement. SUBRECIPIENT and its

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agents shall safeguard the confidentiality of this information, just as SUBRECIPIENT would safeguard its own confidential information. SUBRECIPIENT shall include a clause to this effect in all Subcontracts.

Z. RIGHTS IN DATA

The Parties shall have the use of data and reports resulting from this Agreement without cost or other restriction, except as otherwise provided by law or applicable regulation. Each Party shall supply to the other Party, upon request, any available information that is relevant to this Agreement and to the performance hereunder.

AA. COPYRIGHTS

If this Agreement results in a book or other written material, the author is free to copyright the work, but the COUNTY reserves a royalty-free, nonexclusive, perpetual and irrevocable license to reproduce, publish, or otherwise use and to authorize other to use, all copyrighted material and all material which can be copyrighted resulting from this Agreement.

BB. PATENTS

Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to the Department for determination as to whether patent protection on such invention or discovery shall be sought and how the rights in the invention or discovery, including rights under any patent issued thereon, shall be disposed of and administered, in order to protect the public interest.

CC. CONTRACT COMPLIANCE MONITORING

The Department will monitor the SUBRECIPIENT's compliance with, and performance under, the terms and conditions of this Agreement and the applicable federal regulations promulgated by HUD. On-site visits for compliance monitoring may be made by the Department and/or its grantor agencies at any time during the SUBRECIPIENT's normal business hours, announced or unannounced. During an on-site visit, the SUBRECIPIENT shall make all of its records and accounts related to work performed or services provided under this Agreement available to the Department for inspection and copying.

DD. CONTINGENCY RELATING TO OTHER CONTRACTS AND GRANTS

1. The SUBRECIPIENT shall, during the term of this Agreement, immediately inform the Contract Administrator in writing of the award of any other agreement or grant, including any other agreement or grant awarded by the COUNTY, where the award may affect either the direct or indirect costs being paid or reimbursed under this Agreement. Failure by the SUBRECIPIENT to notify the Department of such award shall be considered a violation of this Agreement and the COUNTY may immediately terminate this Agreement without liability.
2. The Contract Administrator may request, and the SUBRECIPIENT shall provide within a reasonable time, which shall not exceed ten (10) working days, a copy of such other agreement or grant, when in the opinion of the Contract Administrator the award of the agreement or grant may affect the costs being paid or reimbursed under this Agreement.
3. If the Contract Administrator determines that the award to the SUBRECIPIENT of such other agreement or grant has affected the costs being paid or reimbursed under this Agreement, the Contract Administrator will prepare an amendment to this Agreement effecting a cost adjustment. If the SUBRECIPIENT disputes the proposed cost adjustment, the dispute shall be resolved pursuant to the "Disputes" section contained herein.

EE. MINIMUM WAGE REQUIREMENTS

The SUBRECIPIENT warrants that it shall pay all its employees who are performing work or providing services under this Agreement not less than the minimum wage specified under Section 206(a)(1) of the Fair Labor Standards Act of 1938, as amended (29 U.S.C. §§ 201, et seq.).

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FF. RECOGNITION OF DEPARTMENT SUPPORT

The SUBRECIPIENT shall give recognition to the Department, the COUNTY and the funding source for its support when the SUBRECIPIENT publishes materials or releases public information that is paid for in whole or in part with funds received by the SUBRECIPIENT under this Agreement.

GG. INSURANCE

SUBRECIPIENT, at SUBRECIPIENT's own expense shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of A+. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of COUNTY. The form of any insurance policies and forms must be acceptable to COUNTY.

SUBRECIPIENT shall have in effect at all times during the term of this Agreement insurance that is adequate to protect the COUNTY, its officers and employees, participants, and equipment funded under this Agreement against the losses set forth below. SUBRECIPIENT shall name the COUNTY as an additional insured party. SUBRECIPIENT shall provide the Department with documentation of insurance coverage by furnishing the Contract Administrator a certificate of insurance or a certified copy of the insurance policy or other documentation that is required by the Contract Administrator.

SUBRECIPIENT's insurance shall be primary insurance as respects COUNTY, and any insurance or self-insurance maintained by COUNTY shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the COUNTY's right to coverage afforded under the insurance policies.

The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to COUNTY under such policies. SUBRECIPIENT shall be solely responsible for the deductible and/or self-insured retention and COUNTY, at its option, may require SUBRECIPIENT to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.

COUNTY reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance certificates. COUNTY shall not be obligated to review policies and/or endorsements or to advise SUBRECIPIENT of any deficiencies in such policies and endorsements, and such receipt shall not relieve SUBRECIPIENT from, or be deemed a waiver of COUNTY's right to insist on strict fulfillment of SUBRECIPIENT's obligations under this Contract.

The insurance policies required by this Contract, except Workers' Compensation, shall name COUNTY, its agents, representatives, officers, directors, officials and employees as Additional Insured's.

The policies required hereunder, except Workers' Compensation, shall contain a waiver of transfer of rights of recovery (subrogation) against COUNTY, its agents, representatives, officers, directors, officials and employees for any claims arising out of SUBRECIPIENT's work or service.

1. Commercial General Liability:

Section I General Provisions

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$2,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provision which would serve to limit third party action over claims. There shall be no endorsement or modification of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

2. Automobile Liability:

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$2,000,000 each occurrence with respect to any of the SUBRECIPIENT's owned, hired, and non-owned vehicles assigned to or used in performance of the SUBRECIPIENT's work or services under this Contract.

3. Workers' Compensation:

Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of SUBRECIPIENT's employees engaged in the performance of the work or services under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

SUBRECIPIENT waives all rights against COUNTY and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by SUBRECIPIENT pursuant to this Contract.

4. Certificates of Insurance

Prior to commencing work or services under this Contract, SUBRECIPIENT shall have insurance in effect as required by the Contract in the form provided by the COUNTY, issued by SUBRECIPIENT's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall be made available to the COUNTY upon ten (10) business days. BY SIGNING THE AGREEMENT PAGE THE CONTRACTOR AGREES TO THIS REQUIREMENT AND FAILURE TO MEET THIS REQUIREMENT WILL RESULT IN CANCELLATION OF CONTRACT.

In the event any insurance policy(ies) required by this contract is (are) written on a "claims made" basis, coverage shall extend for two years past completion and acceptance of SUBRECIPIENT's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to COUNTY fifteen (15) days prior to the expiration date.

5. Cancellation and Expiration Notice.

Insurance required herein shall not be permitted to expire, be canceled, or materially changed without thirty (30) days prior written notice to the COUNTY.

6. If the SUBRECIPIENT provides professional or semi-professional personal services under this agreement for which malpractice or professional liability coverage is available, such as medical, psychiatric, or legal services, Contractor shall carry minimum liability coverage of \$2,000,000 each

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occurrence and provide the Department with proof of coverage except for governmental entities that are self-insured.

HH. BONDING

1. The SUBRECIPIENT shall not receive any initial reimbursements under this Agreement in an amount greater than the SUBRECIPIENT's bonding limit. SUBRECIPIENT shall provide the Contract Administrator with documentation of required bonding.
2. SUBRECIPIENT shall have fidelity bonding of not less than the maximum amount of cash on hand or an amount equal to the initial reimbursement, whichever is greater.
3. Bonding requirements shall prevail throughout the term of this Agreement.

II. GRIEVANCE PROCEDURE

The SUBRECIPIENT shall establish a system through which applicants for, and recipients of, services may present grievances and may take appeals about eligibility and other aspects of the SUBRECIPIENT's work under this Agreement. The grievance procedure shall include provisions for notifying the applicants for, and recipients of, services of their eligibility or ineligibility for service and their right to appeal to the Department if the grievance is not satisfied at the SUBRECIPIENT's level. This system shall include protest procedures for decisions related to contract awards and requests for reasonable accommodations for persons with disabilities.

JJ. NONDISCRIMINATION

The SUBRECIPIENT, in connection with any service or other activity under this Agreement, shall not in any way, discriminate against any person on the grounds of race, color, religion, sex, national origin, age, disability, political affiliation or belief. The SUBRECIPIENT shall include this clause in all of its Subcontracts.

KK. EQUAL EMPLOYMENT OPPORTUNITY

The SUBRECIPIENT shall not discriminate against any employee or applicant for employment because of race, age, disability, color, religion, sex or national origin. The SUBRECIPIENT shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, age, disability, color, religion, sex or national origin. Such action shall include, but is not limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, lay-off or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. The SUBRECIPIENT shall, to the extent such provisions apply, comply with Title VI and VII of the Civil Rights Act of 1964, as amended (42 U.S.C. §§ 2000a, et seq.); the Rehabilitation Act of 1973, as amended (29 U.S.C. §§ 701, et seq.); the Age Discrimination in Employment Act of 1967, as amended (29 U.S.C. §§ 621, et seq.); the Americans With Disabilities Act of 1990 (42 U.S.C. §§ 12101, et seq.); and Arizona Executive Order 99-4, which mandates that all persons shall have equal access to employment opportunities.

LL. FINANCIAL MANAGEMENT

The SUBRECIPIENT shall establish and maintain a separate, interest-bearing bank account for money provided under this Agreement, or an accounting system that assures the safeguarding and accountability of all money and assets provided under this Agreement. No part of the money deposited in the bank account shall be commingled with other funds or money belonging to the SUBRECIPIENT. All interest earned on the account shall be disposed of in a manner specified by the COUNTY in accordance with applicable State and federal regulations. The SUBRECIPIENT shall provide a signed bank account agreement authorizing the COUNTY to obtain information about the account. If an accounting system is used, it shall be in accord with generally accepted accounting principles.

MM. RETENTION OF RECORDS

Section I General Provisions

1. This provision applies to all financial and programmatic records, supporting document, statistical records and other records of the SUBRECIPIENT that are related to this Agreement.
2. The SUBRECIPIENT shall retain all records relevant to this Agreement for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is longer, and the Department, federal and State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of any and all of the records.

NN. ADEQUACY OF RECORDS

If the SUBRECIPIENT's books, records and other documents related to this Agreement are not sufficient to support and document that allowable services were provided to eligible participants, the SUBRECIPIENT shall reimburse the COUNTY for the services not supported and documented.

OO. COMPETITIVE BID REQUIREMENTS

1. Equipment

If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all equipment to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost pursuant to the following competitive bidding system:

- a. Procurements in excess of \$300, but less than \$1,000, require oral price quotations from two or more vendors. The SUBRECIPIENT shall keep and maintain a record of the vendors' verbal quotations. The SUBRECIPIENT's award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.
- b. Procurements exceeding an aggregate amount of \$1,000 must be approved by the Contract Administrator. At least three (3) bidders shall be solicited to submit written quotations. The SUBRECIPIENT shall solicit written quotations by issuing a Request for Quotation to at least three (3) vendors. The award shall be made to the lowest bidder meeting specification requirements concerning price, conformity to specifications, and other purchasing factors.

2. Supplies

If this Agreement is with other than a Public Agency, the SUBRECIPIENT shall obtain all supplies to be utilized under this Agreement and purchased with funds provided under this Agreement at the lowest practical cost and pursuant to a system of written quotes whenever the price is expected to be greater than \$300, unless the SUBRECIPIENT obtains the Contract Administrator's prior written approval to purchase supplies by an alternate method.

3. Minority, Women and Small Business Enterprises

The SUBRECIPIENT shall take affirmative steps to provide an opportunity for minorities, women, and small businesses to compete in the procurement of equipment and supplies under this Agreement.

4. Bidding Procedures

If the SUBRECIPIENT is a Public Agency, the SUBRECIPIENT's own bidding procedures shall govern.

5. Funding source requirements relating to competitive bid procedures may supersede any or all subparts of this clause and will be specified in the Special Provisions Section of this Agreement.

PP. PROPERTY

Any property furnished or purchased pursuant to the terms of this Agreement shall be utilized, maintained, repaired and accounted for in accordance with instructions furnished by the Department, and shall revert to the COUNTY upon termination of this Agreement, unless the Contract Administrator determines otherwise. The costs to repair such property are the responsibility of the SUBRECIPIENT within the limits budgeted herein. Repair costs beyond the budgeted amount shall be approved by the Contract Administrator.

Section I General Provisions

QQ. IMMIGRATION REFORM AND CONTROL COMPLIANCE

SUBRECIPIENT understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603) ("IRCA"). SUBRECIPIENT shall comply with the IRCA in performing under this Agreement and shall grant the COUNTY access to inspect its personnel records to verify such compliance.

RR. DRUG FREE WORKPLACE ACT

The SUBRECIPIENT agrees to comply with the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 701, et seq.), which requires that the SUBRECIPIENTS and grantees of federal funds must certify that they will provide drug-free workplaces that comply with federal law. This certification is a precondition to receiving a grant or entering into this Agreement.

SS. GOVERNOR'S EXECUTIVE ORDER NO. 88-26

The SUBRECIPIENT is required to use the Arizona Taxonomy of Human Services for reporting and contracting purposes.

TT. STATUTORY RIGHT OF CANCELLATION

Notice is given that pursuant to A.R.S. § 38-511, the COUNTY may cancel this Agreement without penalty or further obligation within three years after execution of this Agreement, if any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of the COUNTY is, at any time while this Agreement or any extension of this Agreement is in effect, an employee or agent of any other Party to this Agreement in any capacity or consultant to any other Party of this Agreement with respect to the subject matter of this Agreement. The COUNTY may also recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating this Agreement on behalf of this COUNTY from any other Party to this Agreement arising as the result of this Agreement.

UU. EMPLOYMENT DISCLAIMER

This Agreement is not intended to constitute, create, give rise to, or otherwise recognize a joint venture agreement, partnership or other formal business association or organization of any kind between the Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement.

The Parties agree that no individual performing under this Agreement on behalf of the SUBRECIPIENT is to be considered a COUNTY employee, and that no rights of COUNTY civil service, COUNTY retirement, or COUNTY personnel rules shall accrue to such individual. The SUBRECIPIENT shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, workman's compensation, occupational disease compensation, unemployment compensation, other employee benefits, and all taxes and premiums appurtenant thereto concerning such individuals and shall save and hold the COUNTY harmless with respect thereto.

VV. CERTIFICATION REGARDING DEBARMENT, SUSPENSION INELIGIBILITY AND VOLUNTARY EXCLUSION

The undersigned by signing and submitting this Agreement has the authority to certify the SUBRECIPIENT to the terms, representations and/or warrants of this Certification. The SUBRECIPIENT, defined as the primary participant in accordance with 45 C.F.R. Part 76, certifies to the best of its knowledge and belief that it and its principals:

1. are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any federal department or agency;
2. have not within a 3-year period preceding this Agreement been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with

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- 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 records, making false statements, or receiving stolen property;
3. are not presently indicted or otherwise criminally or civilly charged by a governmental entity (federal, State, or local) with commission of any of the offenses enumerated in paragraph (b) of this certification; and
 4. have not within a 3-year period preceding this Agreement had one or more public transactions (federal, State, or local) terminated for cause or default.
 5. shall immediately notify the Department if, at any time during the term of this Agreement, it is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.
 6. shall not enter into a subcontract or sub-recipient agreement with a person or organization that is debarred, suspended, declared ineligible, or voluntarily excluded from participation. The Department may pursue available remedies in the event of such occurrence, including immediate termination of this Agreement.

The SUBRECIPIENT shall include without modification this Certification's language, entitled "Certification Regarding Debarment, Suspension, Ineligibility, and Voluntary Exclusion – Lower Tier Covered Transactions," with all subgrantees or other SUBRECIPIENTS; in all lower tier covered transactions and in all solicitations for lower tier covered transactions in accordance with 45 C.F.R. Part 76.

Should the SUBRECIPIENT not be able to provide this Certification, an explanation as to why shall be immediately provided to the Maricopa County Human Services Department, Attention: Community Development Assistant Director, 234 N. Central Ave., Third Floor, Phoenix, AZ 85004.

WW. VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES § 23-214 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS

By entering into this Agreement, the SUBRECIPIENT represents and warrants compliance with the Immigration and Nationality Act (8 U.S.C. §§ 1101, et seq.) (INA) and all other federal and State immigration laws and regulations related to the immigration status of its employees. The SUBRECIPIENT shall obtain statements from its Vendors certifying compliance and shall furnish the statements to the Department upon request. These representations and warranties shall remain in effect throughout the term of this Agreement. The SUBRECIPIENT and its Vendors shall also maintain Employment Eligibility Verification forms (I-9), as required by the U.S. Department of Labor's Immigration Reform and Control Act of 1986 (Pub. L. No. 99-603), for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV.

The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 (e-verify requirements) and further acknowledges:

1. That SUBRECIPIENT and its Vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214;
2. That a breach of a warranty under subsection 1 above, shall be deemed a material breach of this Agreement and the COUNTY may immediately terminate this Agreement without liability;
3. That the COUNTY and any contracting government entity retains the legal right to inspect the papers and employment records of any SUBRECIPIENT or Vendors employee who works on this Agreement to ensure that the SUBRECIPIENT or Vendors is complying with the warranty provided under subsection 1 above and that the SUBRECIPIENT agrees to make all papers and

Section I General Provisions

employment records of said employee(s) available during normal working hours in order to facilitate such an inspection.

XX. CONTRACTOR EMPLOYEE WHISTLEBLOWER RIGHTS AND REQUIREMENT TO INFORM EMPLOYEES OF WHISTLERBLOWER RIGHTS

1. The Parties agree that this Contract and employees working on this Contract will be subject to the whistleblower rights and remedies in the pilot program on contractor employee whistleblower protections established at 41 U.S.C. § 4712 by section 828 of the National Defense Authorization Act for Fiscal Year 2013 (Pub. L. 112-239) and section 3.908 of the Federal Acquisition Regulation;
2. SUBRECIPIENT shall inform its employees in writing, in the predominant language of the workforce, of employee whistleblower rights and protections under 41 U.S.C. § 4712, as described in section 3.908 of the Federal Acquisition Regulation. Documentation of such employee notification must be kept on file by SUBRECIPIENT and copies provided to COUNTY upon request; and
3. SUBRECIPIENT shall insert the substance of this clause, including this paragraph (3), in all subcontracts over the simplified acquisition threshold (\$150,000 as of September 2013).

YY. COMPLIANCE WITH REQUIREMENTS REGARDING ELIGIBILITY FOR PUBLIC BENEFITS

Subrecipient shall comply with State and other laws regarding eligibility for public benefits including ARS § 1-501 and § 1-502 which states that public benefits shall only be provided to eligible applicants who are citizens of the United States, or are Qualified Non-Citizens:

1. All applicants authorized to receive public benefits must provide documentation of their lawful presence in the United States through a verification process.
2. All eligible applicants must also execute a sworn affidavit stating that the documentation provided during the verification process to prove citizenship or qualified non-citizen is true.
3. The Affidavit Demonstrating Lawful Presence in the United States or similar form shall be used to document compliance with requirements 1 and 2, above.
4. Employees of Maricopa County and its subcontracted entities are required to report "discovered violations" of federal immigration law
5. Public benefits are defined in ARS 1-501 as any grant, contract, loan, professional license, or commercial license provided by an agency of the United States or by appropriated funds of the United States; and any retirement, welfare, health, disability, public or assisted housing, postsecondary education, food assistance, unemployment benefit, or any other similar benefit for which payments or assistance are provided to an individual, household, or family eligibility unit by an agency of the United States or by appropriated funds of the United States.
6. Programs, services, or assistance such as soup kitchens, crisis counseling and intervention, and short-term shelter which meet the following conditions are exempt from ARS 1-501 and 1-502.
 - (i) deliver in-kind services at the community level, including through public or private nonprofit agencies;
 - (ii) do not condition the provision of assistance, the amount of assistance provided, or the cost of assistance provided on the individual recipient's income or resources; and
 - (iii) are necessary for the protection of life or safety.

SECTION II
SPECIAL PROVISIONS



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

Section II Special Provisions

A. EFFECT

To the extent that the Special Provisions are in conflict with the General Provisions, the Special Provisions shall control. To the extent that the Work Statement is in conflict with the General Provisions or the Special Provisions, then the Work Statement shall control. To the extent that the Compensation Provisions are in conflict with the General Provisions, Special Provisions or Work Statement then the Compensation Provisions shall control.

B. DEFINITIONS

As used throughout this Section as a supplement to Definitions in Section I, the following terms shall have the following meanings:

1. HUD means U.S. Department of Housing and Urban Development
2. CDBG means Community Development Block Grant Program
3. HOME means HOME Investment Partnership Program
4. COUNTY means Maricopa County Human Services Department
5. CD means Community Development Division
6. Admin Standard Operating Procedures Manual means Administrative Manual on Compact Disk produced by the Human Services Department/Community Development Division
7. Maricopa HOME Consortium means jurisdictions that participate in the Three-Year Cooperative Agreement
8. Five Year Consolidated Plan means HUD required Consolidated Plan submitted by the COUNTY as the lead agency
9. Annual Action Plan means the annual plan submitted by the COUNTY as the lead agency to HUD that describes jurisdiction's program goals
10. BOS means Maricopa County Board of Supervisors
11. Beneficiary means a person or household who meets the income requirements of 24 CFR 92.203 subject to the restriction on assistance to students enrolled in and institution of higher education as described in 24 CFR 5.612

C. STANDARDS

The SUBRECIPIENT shall perform the work and provide the services as identified in the Work Statement and shall immediately notify the Project Coordinator whenever the SUBRECIPIENT is unable to, or anticipates an inability to, perform any of the work, or provide any of the services required by the terms of this Agreement. The SUBRECIPIENT acknowledges that any inability to perform the work and provide the services, or comply with the standards set forth in this Agreement may subject the SUBRECIPIENT to the remedies provided in the Default and Remedies for Noncompliance established by the General Provisions.

D. COMPLIANCE WITH LAWS, RULES & REGULATIONS

This Agreement and the Parties hereto, are subject to all applicable federal, state, or local laws, rules, and regulations. The SUBRECIPIENT shall comply with all applicable laws, rules and regulations, without limitation to those designated within this Agreement. Refer to the Default and Remedies for Noncompliance provided in the General Provisions.

E. GENERAL PROVISIONS, SECTION I, SUPERSEDED IN SPECIAL PROVISIONS, SECTION II

"LL Financial Management" is superseded in Special Provisions
"RR Governor's Executive Order No. 88-26" is deleted

F. AUDIT REQUIREMENTS

The SUBRECIPIENT shall, at its own expense, file with the Human Services Department, Community Development Division by March 30th, either audited financial statements prepared in accordance with federal single audit requirements; or,

Financial statements prepared in accordance with generally accepted accounting principles audited by an independent certified public accountant.

G. SPECIAL FEDERAL AND PROJECT PROVISIONS

1. **PROGRAMS:** In accordance with HOME Program regulations, the SUBRECIPIENT agrees to implement the Program fully as described in each Work Statement in accordance with the terms of the Five-Year Consolidated Plan and the Annual Action Plan submitted by the COUNTY to HUD for funds to carry out the Program and the Certifications which were submitted concurrently with the Annual Action Plan to HUD, and with any Cooperation Agreements with the Municipality (as applicable). The Annual Action Plan is hereby incorporated by reference into this Agreement. In summary, the Program is described in Work Statement, Section III. The SUBRECIPIENT shall be responsible to provide various reports of all activities related to the Scope of Work. The SUBRECIPIENT agrees to submit to the COUNTY Reports:
 - a. Quarterly Program Income Report and supporting documentation due on the 15th of July, October, January and April.
 - b. Quarterly Progress Reports due on the 15th of July, October, January and April of the preceding three months (i.e. July report cover the months of April, May and June) and address all programs described in the scope of work. Failure to submit timely Quarterly Progress Reports will result in suspension of payment reimbursement requests until all reports are brought current. Quarterly reports are continually due for rental projects to ensure that all beneficiary data is regularly updated with beneficiary information during lease-up along with vacant unit reports. Within six months from the date of project completion, if a rental unit remains unoccupied, the SUBRECIPIENT must provide the COUNTY information about current marketing efforts and, if appropriate, an enhanced plan for marketing the unit so that it is leased as quickly as possible. Within 18 months from the date of project completion, if efforts to market the unit are unsuccessful and the unit is not occupied by an eligible tenant, HUD will require repayment of all HOME funds invested in the unit. A unit that has not served a low- or very low-income household has not met the purposes of the HOME program. Therefore, the costs associated with the unit are ineligible. This tracking provides the COUNTY with early notice of any units at risk of going unrented as described in §92.252.
 - c. Monthly Request for Payment Reimbursement on the COUNTY required form and must include all supporting documentation and have a Match Log and supporting documentation;
 - d. HOME Setup within fifteen (15) days of a fully executed written agreement and HOME Completion Report Within sixty (60) days of final payment request submit HOME Completion Report all of required documents as described in section 15 of this Agreement to Project Coordinator.
 - e. MBE/WBE information; and
 - f. Other HUD-required reporting data as applicable shall be submitted.
2. **PROGRAM INCOME:** Means all gross income received by the HOME SUBRECIPIENT directly generated from the use of funds provided by this Agreement or matching contributions. When program income is generated by housing that is only partially assisted with HOME funds or matching funds, the income shall be prorated to reflect the percentage of HOME fund used. Program income may be retained and used by the SUBRECIPIENT under the following conditions: submit to the COUNTY documentation supporting the amount of program income received and expended. Quarterly program income reports are due to the COUNTY by the 15th day following the end of the quarter. At the end of each fiscal year, June 30th a yearly program income log must be submitted to the COUNTY that states program income received and expended. Program income that is not expended at the end of this Agreement shall be sent to the COUNTY in accordance with 24 CFR § 92.503 within 30 days.

Program Income includes, but is not limited to: [1] proceeds from the disposition by sale or long-term lease of real property acquired, rehabilitated or constructed with HOME funds or matching contributions, [2] gross income from the use or rental of real property, owned by the Subrecipient that was acquired, rehabilitated, or constructed , with HOME funds or match contributions, less cost incidental to generation of the income; [3] payments of principal and interest on loans made using HOME funds or match contributions; [4] Proceeds from the sale of loans made with HOME funds or matching contributions; [5] Proceeds from the sale of obligations secured by loans made with HOME funds or matching contributions; [6] Interest earned on program income pending its disposition; and [7] Any other interest or return on the investment permitted under 24 CFR 92.205(b) of HOME funds or matching contributions.

3. REAL PROPERTY ACQUIRED or IMPROVED WITH HOME FUNDS: Upon expiration of this Agreement, any real property under the SUBRECIPIENT control that was acquired or improved in whole or in part with HOME funds must be occupied by low and/or very low income households and in compliance with HOME occupancy limits and must meet the requirements to qualify as affordable housing subject to encumbrances and obligations described in any applicable recorded covenants running with the land. The option to use deed restrictions or covenants running with the land must include period of affordability set forth in §92.252 and §92.254.
4. DEOBLIGATION: The COUNTY may reduce funds from the funding award evidenced by this Agreement without regard to the source of funding, under the following circumstances:
 - a. The SUBRECIPIENT completes performance under the Scope of Work without using all funds provided by the COUNTY under this Agreement;
 - b. This Agreement expires all funds are expended;
 - c. The COUNTY original allocation was a loan and the SUBRECIPIENT paid the loan;
 - d. Cancelled or changed an Program required under the Work Statement for reasons other than non-performance;
 - e. This Agreement has otherwise been terminated. The COUNTY may deobligate funds under this Agreement under the foregoing circumstances upon written notice to the SUBRECIPIENT.
5. REDUCTION IN FUNDS: The COUNTY may reduce funds from the amount of the funding award evidenced by this Agreement, under the following circumstances: 1) The COUNTY determines that the SUBRECIPIENT failed to use the funds provided by the COUNTY under this Agreement in compliance with the terms and conditions outlined herein; or 2) the SUBRECIPIENT fails to perform in accordance with the performance obligations set forth in the Statement of Work and Project Schedule or the terms of this Agreement. The COUNTY may reduce funds under this Agreement under the foregoing circumstance upon written notice to the SUBRECIPIENT.
6. REPAYMENT OF FUNDS: SUBRECIPIENT agrees to repay funds provided under this Agreement in compliance with the terms of this Agreement or the requirement of applicable laws and regulations. This repayment obligation extends to but is not limited to questioned costs identified in HUD monitoring or Single Audit and repayments required by HUD for failed projects during the period of affordability for projects financed under this agreement. The COUNTY may specify in writing, the terms of the repayment or alternative terms in lieu of repayment however in no case shall repayment or alternative terms be accomplished later than one hundred eight (180) days following the written determination of noncompliance by the COUNTY.
7. FUNDS REMAINING AT EXPIRATION: Upon expiration of the Agreement, the SUBRECIPIENT shall transfer to the COUNTY any unexpended funds advanced to the SUBRECIPIENT by the COUNTY under this Agreement.
8. ADMINISTRATIVE REQUIREMENTS: In accordance with federal regulations, including 24 CFR § 92 et seq., the COUNTY is responsible for ensuring the administration of HOME Program Funds in accordance with all program requirements.

- a. FINANCIAL RECORDS: SUBRECIPIENT accounting system and financial records shall comply with the applicable requirements and standards of OMB Circulars A-110, A-122, A-133 and 24 CFR Part 225. Such systems shall be subject to monitoring from time to time by the COUNTY or by HUD.
 - i. The SUBRECIPIENT agrees to adhere to accounting principles and procedures, to utilize adequate internal controls and maintain necessary source documentation for all costs incurred. The SUBRECIPIENT further agrees to maintain an adequate accounting system that provides for appropriate grant accounting (including calculation of program income).
 - ii. SUBRECIPIENT is to adhere to applicable audit requirements as described and in accordance with OMB Circular A-133. In addition, all SUBRECIPIENTS must provide annual single-audit reports or annual audited financial statements to the COUNTY.
 - iii. SUBRECIPIENT is to adhere to the repayment of investment requirements set forth in 24 CFR § 92.503. Any HOME Funds invested in housing that does not meet the affordability requirements for the period specified in § 92.252 or § 92.254, as applicable, must be repaid in accordance with 24 CFR § 92.503(b)(3).
- b. DOCUMENTATION AND RECORD KEEPING:
 - i. Records to be Maintained The SUBRECIPIENT shall maintain all records required by the Federal regulations specified in 24 CFR § 92.508 that are pertinent to the activities to be funded under this Agreement. Such records shall include but not be limited to:
 - 1. Records demonstrating that the SUBRECIPIENT is and remains a qualified SUBRECIPIENT;
 - 2. Records providing a full description of each projects undertaken and its impact;
 - 3. Records required determining the eligibility of activities;
 - 4. Records which demonstrate compliance with environmental review requirements;
 - 5. Records required to document the acquisition, improvement, use or disposition of real property acquired or improved with HOME assistance (Properties retained shall continue to meet eligibility criteria);
 - 6. Records which demonstrate citizen participation;
 - 7. Records which demonstrate compliance regarding acquisitions, displacement, relocation and replacement housing;
 - 8. Records demonstrating continuing compliance for all activities and/or compliance with resale or recapture provisions of the affordability standards;
 - 9. Records documenting compliance with the fair housing and equal opportunity components of the HOME program;
 - 10. Financial records as required by OMB Circular A-110;
 - 11. Other records necessary to document compliance with HOME requirements;
 - 12. Records documenting compliance with Section 3 of the Housing Development Act of 1968;
 - 13. Records which demonstrate compliance with deeds of trust, promissory notes, and forgivable loans associated with owner-occupied housing activities;
 - 14. Records supporting that the SUBRECIPIENT has maintained client data demonstrating clients served meet the income and other criteria required by federal law and that no unlawful discrimination occurs in the solicitation or selection process of low income persons or groups and that no conflict of interest exists.
 - 15. All Applicable Federal, State and local laws and regulations, including compliance with ARS § 1-501 and § 1-502 (Attachment A).

- ii. Outcome Measures – The SUBRECIPIENT shall maintain data that supports the accomplishment of the desired outcomes as indicated in the Work Statement.
 - iii. Disclosure – The SUBRECIPIENT understands that client information collected under this agreement is private and the use or disclosure of such information, when not directly connected with the administration of the COUNTY's or SUBRECIPIENT's responsibilities with respect to services provided under this Agreement is prohibited unless written consent is obtained from such person receiving service.
 - iv. Activity Reports – Such reports as required by the COUNTY including, but not limited to HOME Setup/Completion Report, Quarterly Progress Reports, Quarterly Program Income Reports, Match Reports, MBE/WBE information, and other HUD-required reporting data as applicable shall be submitted in accordance with the Administrative Manual on CD at the completion of each Program which is described under the Scope of Work.
 - v. Audits and Inspections – All SUBRECIPIENT records with respect to any matters covered by this Agreement shall be made available to the COUNTY, their designees or the Federal Government, at any time during normal business hours, as often as the COUNTY deems necessary, to audit, examine and make excerpts or transcripts of all relevant data. Any relevant deficiencies noted in audit reports must be addressed by the SUBRECIPIENT within 45 days after receipt by the SUBRECIPIENT. Failure of the SUBRECIPIENT to comply with the above audit requirements shall constitute a violation of this Agreement and may result in the withholding of future payments. The SUBRECIPIENT hereby agrees to have an Annual Audit conducted in accordance with Administrative Manual on CD concerning SUBRECIPIENT audits. The Annual Audit requirement is applicable to all levels of funding received by SUBRECIPIENTS via this Agreement, even if the level of funding is less than the current thresholds cited in OMB Circular A-133.
 - vi. Performance Monitoring – The COUNTY shall monitor the SUBRECIPIENT to determine if HOME-funded activities are implemented and administered in accordance with all applicable federal requirements and gauge performance of the SUBRECIPIENT against goals and performance standards required herein. SUBRECIPIENT will prepare for monitoring and assure all required files and documentation are available at scheduled monitoring as set forth in the HOME Consortium Monitoring Current Practices. Failure of SUBRECIPIENT to administer, implement and perform as determined by federal regulations and COUNTY shall constitute non-compliance with this Agreement. Non-compliance is a violation of this Agreement and may result in the withholding of future payments.
 - vii. Policy/Administrative Manuals Use - SUBRECIPIENT agrees to be familiar with and comply with the policies/procedures established in the most recent Administrative Manual on CD. Noncompliance with the Administrative Manual on CD shall constitute a breach of contract.
9. ENVIRONMENTAL REVIEW CONDITIONS: Completion of the Environmental Review Record (ERR) is mandatory before taking any physical action on a site or entering into choice limiting contracts. Only exempt activities such as administration may be taken and reimbursed by the COUNTY prior to receiving a written release of HOME funds to the SUBRECIPIENT. Exempt activities described in § 24 CFR 58.34(a)(1)-(11) are activities that generally have no physical impact on the environment. If federal funds are involved in an activity, neither federal nor non-federal funds may be expended or committed by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD and/or the COUNTY provides written authorization based on approval of an ERR.

An option agreement (to purchase land or a single family residence) on a proposed site or property is allowable prior to the completion of the environmental review if the option agreement is contingent upon a HUD authorization to use fund based on a completion ERR. The cost of the option must be a nominal portion of the purchase price.

- a. The SUBRECIPIENT agrees to comply with: the National Environmental Policy Act of 1969 (P.L. 91-190) pursuant thereto 40 CFR Parts 1500 – 1508; Environmental Review Procedures for Entities Assuming HUD Environmental Responsibilities pursuant thereto Title 24 CFR Part 58, Subpart A; CPD Notice 01-11 HOME Environmental Review Requirements and with all conditions required in the process of the environmental assessment.
- b. Air and Water - The SUBRECIPIENT agrees to comply with the following requirements insofar as they apply to the performance of this Agreement.
 - i. Clean Air Act, 42 USC § 7401, et seq., as amended.
 - ii. Federal Water Pollution Control Act, as amended, 33 USC § 1251, et seq., as amended, 1318 relating to inspection, monitoring, entry, reports and information, as well as other requirements specified in said Section 114 and Section 308 and all regulations and guidelines issued thereunder.
 - iii. Environmental Protection Agency (EPA) regulations pursuant to 40 CFR Part 50, as amended.
 - iv. SUBRECIPIENT agrees to comply with conditions set forth by the Air Quality Department or other COUNTY agency, as required.
- c. Flood Disaster Protection - In accordance with the requirements of the Flood Disaster Protection Act of 1973 (42 USC § 4001), the SUBRECIPIENT shall assure that for activities located in an area identified by FEMA as having special flood hazards, flood insurance under the National Flood Insurance Program is obtained and maintained as a condition of financial assistance for acquisition or construction purposes. The homeowner must obtain and maintain flood insurance as a condition of funding, or funds may not be utilized.
- d. Historic Preservation - The SUBRECIPIENT agrees to comply with the Historic Preservation requirements set forth in the National Historic Preservation Act of 1966, as amended (16 USC § 470) and the procedures set forth in 36 CFR Part 800, Advisory Council on Historic Preservation Procedures for Protection of Historic Properties, insofar as they apply to the performance of this Agreement. In general, this requires concurrence from the State Historic Preservation Office for all rehabilitation and demolition of historic properties that are fifty (50) years old or older or that is listed or eligible for the National Register of Historic places, or included on any state or local historic property inventory or any archaeological findings.
- e. Release Of Funds (ROF) - No funds may be encumbered prior to the completion of the Environmental Review. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

10. THE SUBRECIPIENT CERTIFIES:

- a. That it is a municipality that meets the applicable requirements of the HOME Program.
- b. That it possesses legal authority to execute this Agreement.
- c. That its governing body has duly adopted or passed as an official act, a resolution, motion, or similar action authorizing the person identified as the official representative of the SUBRECIPIENT to execute this Agreement and to comply with the terms of this Agreement.

- d. That the activity described shall be carried out and services administered in compliance with all federal laws and regulations as follows:
 - i. SUBRECIPIENTS that are governmental entities (including public agencies) shall comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local, and Indian Tribal Governments "OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations": and with 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments".
11. ADDITIONAL CERTIFICATIONS, WARRANTIES, AND AGREEMENTS:
- a. The Parties to this Agreement agree that they will utilize and make available the HOME funds in conformity with the non-discrimination and equal opportunity requirements set out in the HUD regulations in the National Housing Affordability Act. These regulations listed in 24 CFR §§ 92.350-92.454 include:
 - i. The requirements of the Fair Housing Act, 42 CFR §§ 3601-20, and implementing regulations at 24 CFR Part 100: Executive Order 11063 (Equal Opportunity in Housing) as amended by Executive Order 12259 (3 CFR, 1958-1963 Comp., p. 652 and 3 CFR 1980 Comp., p. 307) and implementing regulations at 24 CFR §107; and Title VI of the Civil Rights Act of 1964, 42 U. S. C. § 2000d, and implementing regulations at 24 CFR Part 1 (Nondiscrimination in Federally Assisted Programs);
 - ii. Executive Order 13166 entitled "Improving Access to Services for Persons with Limited English Proficiency" pursuant to Title VI of the Civil Rights Act;
 - iii. The prohibitions against discrimination on the basis of age under the Age Discrimination Act of 1975 (42 U.S.C. §§ 6101-07) and the regulations at 24 CFR § 146;
 - iv. The prohibitions against discrimination on the basis of handicap under Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794) and implementing regulations at 24 CFR Part 8; and, Americans with Disabilities Act 1990;
 - v. The requirements of the Executive Order 11246 (Equal Employment Opportunity) and the regulations issued under the Order at 41 CFR Chapter 60 (3 CFR §§ 1964-65, Comp., p. 339);
 - vi. The requirements of Section 3 of the Housing and Urban Development Act of 1968, 12 U.S.C. § 1702u (Employment Opportunities for Business and Lower Income Persons in Connection with Assisted Activities); and
 - vii. The requirements of Executive Orders 11625 and 12432 regarding Minority Business Enterprise, and 12138 regarding Women's Business Enterprise, and Regulations S. 85.36 (e) and of Section 281 of the National Housing Affordability Act.
 - b. The Parties to this Agreement agree that they will prepare and adopt acceptable procedures and requirements for affirmatively marketing units in the HOME Activities, when HOME assisted housing contains 5 or more rental units, by providing information about the availability of HOME-assisted units that are vacant at the time of completion or that later become vacant. The parties agree that they will make good faith efforts to provide information and to otherwise attract eligible persons from all racial, ethnic, and gender groups in the housing market to the available housing during the period of affordability. These procedures and requirements are not applicable when units are occupied by families referred from a Public Housing Authority's (PHA) waiting list, or to families receiving tenant-based rental assistance provided from HOME funds.
 - c. HOME funds may not be used for operations or modernization of public housing projects financed under the Housing Act of 1937.
 - d. COUNTY, as the participating jurisdiction, assumes all the responsibilities for environmental review, decision making, and action under the National Environmental Policy Act of 1969 (42 U.S.C. § 4321) and the other provisions of the law that would

apply to HUD were HUD to undertake such Activities as Federal Activities in accordance with 24 CFR Part 58. The COUNTY will assume the responsibilities for the Request for Release of Funds. The SUBRECIPIENT agrees not to commit or incur any expenditures for HOME activities until this environmental review process has been completed. Should it be determined that the SUBRECIPIENT has incurred expenses in violation of the NEPA requirements, the SUBRECIPIENT will be responsible for the full costs for such expenditures and repayment of any related reimbursements. The SUBRECIPIENT agrees to provide all necessary assistance to the COUNTY in completing this environmental review process.

- e. The Parties to this Agreement agree to abide with the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (URA) (42 U.S.C. §§ 4291-4655) and the governmental implementing regulations at 49 CFR Part 24 as they apply to this HOME Program.
- f. The Parties to this Agreement agree to abide with the Davis-Bacon Act (40 U.S.C. § 276a-5) and the Agreement Work Hours and Safety Standards Act (40 U.S.C. §§ 327-333).
- g. The Parties to this Agreement agree to abide by the Flood Disaster Protection Act of 1973 (42 U.S.C. §§ 4001-4128) as they apply to this HOME Program.
- h. The Parties to this Agreement agree to abide by the Drug-Free Workplace Act of 1988 as it applies to the HOME Program.
- i. Housing assisted with HOME funds constitutes HUD-assisted housing for the purposes of the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. § 4821. et seq.) and is therefore subject to 24 CFR Part 35.
- j. No person who is an employee, agent, consultant, officer or elected official, or appointed official who exercise or have exercised any functions or responsibilities with respect to activities assisted with HOME funds or who are in a position in a decision making process or gain inside information with regard to these activities, may obtain a financial interest or benefit from a HOME assisted activity, either for themselves or those whom they have family or business ties, during their tenure or for one year thereafter.
- k. The SUBRECIPIENT warrants that it is in compliance with A.R.S. § 41-4401 and further acknowledges
 - i. That the SUBRECIPIENT and its subcontractors/vendors, if any, warrant their compliance with all federal immigration laws and regulations that relate to their employees and their compliance with A.R.S. § 23-214 (A);
 - ii. That a breach of a warranty under subsection a above, shall be deemed a material breach of the contract that is subject to penalties up to and including termination of the contact;
 - iii. That the COUNTY retains the legal right to inspect the employment papers of any SUBRECIPIENT or vendors employee who works on the Agreement to ensure that the SUBRECIPIENT or vendor is complying with the warranty provided under subsection a above and that the SUBRECIPIENT agrees to make all papers and employment records of said employee(s) available during normal working hours in order to facilitate such an inspection; and
 - iv. That nothing herein shall make any SUBRECIPIENT, or vendor an agent or employee of the COUNTY;
 - l. That the Administrative Manual on CD shall be made accessible to all applicable SUBRECIPIENT staff.

12. REGARDING SUBCONTRACTS AND VENDORS:

- a. Approvals – Unless expressly authorized in the written Agreement by the SUBRECIPIENT exempt activities such as architectural, engineering and administration may be undertaken and reimbursed by the COUNTY prior to receipt of HUD Request Release of Funds RROF. Exempt activities described in 24 CFR

58.34(1)(1)-(11) are activities that generally have no physical impact on the environment. Otherwise the SUBRECIPIENT shall not expend or commit federal or non-federal funds by contract (conditional or not) for property acquisition, rehabilitation, conversion, lease, repair or construction activities, until HUD has provided written authorization based on approved ERR. Any pre-Agreement costs enter into by a subcontract(s) with any agency or individual in the performance of this Program that are not exempt activities without the Release of Funds (ROF) from the COUNTY prior to the execution of such Agreement

- b. Selection Process – The SUBRECIPIENT shall ensure that all subcontracts let in the performance of this Agreement are awarded on a fair and open competitive basis. Executed copies of all subcontracts shall be forwarded to the COUNTY along with documentation, if requested concerning the selection process.
 - c. Section 3 of the Housing and Urban Development Act of 1968 – The SUBRECIPIENT shall include the Section 3 clause in every subcontract and shall take appropriate action pursuant to the subcontract upon a finding that the vendor is in violation of regulations issued by the grantor agency. The SUBRECIPIENT shall not subcontract with any entity where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR § 135. The SUBRECIPIENT has the responsibility of determining Section 3 eligibility.
 - d. Monitoring – The SUBRECIPIENT shall monitor/review all subcontracted services on an annual basis to assure contract compliance. Results of monitoring efforts shall be summarized in Quarterly Progress Reports and supported with documented evidence, if requested, of follow-up actions taken to correct areas of noncompliance.
13. THE COUNTY CERTIFIES:
- a. That the public purpose is served by the financial participation of the COUNTY in the Statement of Work.
 - b. That the HOME Program funds designated for the Statement of Work constitutes reasonable and prudent assistance necessary for completion of the Program.
14. PROGRAM COMPLETION Upon completion of the Work Statements, all unspent HOME resources shall be forfeited to the COUNTY for reallocation as defined by Maricopa HOME Consortium Policies and Procedures. The SUBRECIPIENT shall continue to be responsible for compliance activities until all HOME requirements and contractual obligations are met including affordability restrictions. The SUBRECIPIENT obligation shall not end until all close-out requirements are completed. The COUNTY will notify the SUBRECIPIENT in writing that a Completion Report is due to the COUNTY within sixty (60) days of one of the following occurrences:
- a. Funds have been expended for the activity;
 - b. The Scope of Work has been completed;
 - c. The contract period set forth in this Agreement has expired; or
 - d. The Agreement has otherwise been terminated.

Following the receipt and approval of the Completion Report for each activity, the COUNTY will notify the SUBRECIPIENT in writing that each activity is closed. In compliance with 24 CFR 92.502(d) all project completion data shall be entered in IDIS within 120 days of the final drawdown for all activity types. Project completion means projects have all necessary title transfer and construction work completed, projects comply with HOME requirements including property standards set forth at 24 CFR 92.251, the final draw has been disbursed; and the projection completion data entered into IDIS.

For the purposes of rental project, the project is complete when construction is complete and the units are ready for occupancy. The identification of a beneficiary is not required for project completion. Vacant rental units may be marked as vacant when completion data is entered.

15. FAILURE TO MAKE PROGRESS Failure of the SUBRECIPIENT to make progress according to the Schedule of Completion may result in contract termination, deobligation of funds or recapture of funds. SUBRECIPIENT agrees to meet with the COUNTY at the site in which the funded activity is taking place to discuss progress and allow the COUNTY to provide technical assistance if:
- a. The SUBRECIPIENT fails to complete its Environmental Review pursuant to section 5 within one hundred and eighty(180) calendar days from the date the COUNTY executes this Agreement;
 - b. The SUBRECIPIENT fails to commit funds to a specific local project in performance of and in accordance with the terms of this Agreement within eighteen (18) months from the execution date the COUNTY executes this Agreement.
 - i. Commit for the purposes of this paragraph shall have the same meaning as 24 CFR 92.2(2)(i)-(iii).
 - c. The SUBRECIPIENT fails to expend HOME funds in performance of and in accordance with the terms of this Agreement within twenty-four (24) months from the date the COUNTY executes this Agreement.
16. The COUNTY will terminate any Agreement and recapture funds from the same Agreement in which the SUBRECIPIENT does not timely perform the activities described in paragraph 16 above or in the milestones in the Statement of Work of this Agreement. The COUNTY in its sole discretion may forgo providing technical assistance and recapture funds as outlined in this Agreement under Section I hereof and/or terminate the Agreement for cause pursuant to Section I of this Agreement.
17. In the event that a project is not completed within four years from the date that the COUNTY executes this agreement, the SUBRICIPIENT must repay the HOME funds. The COUNTY may at its option ask HUD for a 12-month extension provided that the SUBRECIPIENT provides the status of the project, identifies the steps taken to overcome any obstacles to completion provide proof of adequate funding to complete the project and provides a schedule with milestone for completion of the project. If HUD does not provide an extension or the COUNTY determines that the SUBRICIPIENT has not provided an adequate basis for a continuance, the SUBRECIPIENT must return funds to the COUNTY.
18. GENERAL CONDITIONS:
- a. It is expressly understood by the parties hereto that this Agreement has been negotiated and executed in anticipation of receipt of funds by the COUNTY from HUD pursuant to the HOME Program and that therefore, the terms, conditions and sums payable under this Agreement are subject to any changes or limitations which may be required by HUD and the HOME Program regulations. Notwithstanding any other provisions of this Agreement, any payment to SUBRECIPIENT by COUNTY under this Agreement is contingent upon the actual receipt of funds from HUD.
 - b. Both parties acknowledge that no member of the governing body, nor any employee of the COUNTY who exercises any functions or responsibilities in connection with the carrying out of the activity to which this Agreement pertains, has any personal interest direct or indirect in this Agreement.
 - c. The COUNTY may amend this Agreement at any time provided that such amendments make specific reference to this Agreement and are executed in writing, signed by a duly authorized representative of both organizations and in compliance with the procedures in the Standard Operating Procedures Administrative Manual. Such amendments shall not invalidate this Agreement nor relieve or release the COUNTY or SUBRECIPIENT from its obligations under this Agreement. Amendments shall be filed with the original Agreement.
 - d. Changes – The COUNTY may, at any time, by written order, make changes within the general scope of this Agreement in any one or more of the following areas:
 - i. Scope of Work activities reflecting changes in Federal, State, COUNTY or local regulations, policies or requirements;

Section II Special Provisions

- ii. Administrative requirements such as changes in reporting periods, frequency of reports, or report formats required by HUD or local regulations, policies or requirements. It is the responsibility of the SUBRECIPIENT to ensure the latest documents are consulted and followed.
 - iii. Increase/decrease Agreement funding per Consortium/BOS policies.
 - e. The invalidity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provision of this Agreement.
 - f. SUBRECIPIENT agrees to be familiar with, update as necessary, and comply with the policies/procedures established in the most recent HOME Consortium Standard Operating Procedures Administrative Manual and all provisions in the most recent Administrative Manual. Non-compliance with the HOME Consortium Standard Operating Procedures Administrative Manual shall constitute a breach of contract.
 - g. SUBRECIPIENT agrees to give all notices and comply with all laws, ordinances, and rules, building codes, regulations and lawful orders of any public authority bearing on the performance of activities pursuant to this Agreement. If the SUBRECIPIENT observes that any of the Agreement documents are in conflict with any laws, statutes, building codes and/or regulations, it shall promptly notify the COUNTY, in writing, and any necessary changes shall be accomplished by appropriate written modification.
 - h. Should the SUBRECIPIENT perform any work knowing it to be contrary to applicable laws, ordinances, rules, building codes and/or regulations, it shall assume full responsibility, therefore, and shall bear all cost incurred due to its negligence. Any dispute not disposed of by mutual agreement by the parties hereto shall be decided in accordance with the applicable Arizona laws, ordinances, and codes of the state and local governments.
 - i. Acknowledge the contribution of the COUNTY HOME Program in all published literature, brochures, programs, flyers, etc., during the term of the Agreement.
 - j. Execute and abide by Certifications mandated by HOME Program requirements as listed in HOME CERTIFICATIONS.
19. REVERSION OF ASSETS: Upon expiration of this Agreement, the SUBRECIPIENT shall transfer all remaining unspent funds or the value of other assets as defined by the terms of affordability relating to the HOME Program to the COUNTY. A written letter of intent to terminate must be submitted to the COUNTY a minimum of 30 days prior to termination of Agreement.

SUBRECIPIENT HOME CERTIFICATION

In accordance with the provisions of the Home Investment Partnerships Act and with 24 CFR 92.150 of the Home Investment Partnership Program Rule, the SUBRECIPIENT certifies that:

- (A) Before committing any funds to a activity, the SUBRECIPIENT will evaluate the activity in accordance with 24 CFR 92.504 and the guidelines that it adopts for this purpose and complete all assessments required by the rules, including, but not limited to:
 - 1. Complete all income determinations, underwriting and subsidy layering guidelines, rehabilitation standards, refinancing guideline, homebuyer program policies and affordability requires;
 - 2. Complete a timely environmental review;
 - 3. Complete an underwriting review; assess developer capacity, fiscal soundness and neighborhood market conditions; and
 - 4. The SUBRECIPIENT will not invest any more HOME funds in combination with other Federal assistance than is necessary to provide affordable housing.
- (B) The SUBRECIPIENT will only utilize HOME funds to pay for eligible activities and costs of those activities permitted in 24 CFR 92.205 through 92.209 and not specifically prohibited under 92.214.
- (C) The SUBRECIPIENT understands tenant-based rental assistance is an element of the Consolidated Plan. However, tenant-based rental assistance must be approved as part of an original application for project funding.
- (D) The submission of the program description is authorized under State and local law (as applicable), and that the SUBRECIPIENT possesses the legal authority to carry out the Home Investment Partnership (HOME) Program, in accordance with the HOME regulations;
- (E) The SUBRECIPIENT will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations and the requirements of 24 CFR 92.353;
- (F) The SUBRECIPIENT will use HOME funds pursuant to its Consolidated Plan(s) approved by the U.S. Department of Housing and Urban Development HUD and all requirements of 24 CFR Part 92;
- (G) The SUBRECIPIENT will provide a drug-free workplace by:
 - 1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that will be taken against employees for violation of such prohibition;
 - 2. Establishing an ongoing drug-free awareness program to inform employees about:
 - i. The dangers of drug abuse in the workplace;
 - ii. The participating jurisdiction's policy of maintaining a drug-free workplace;
 - iii. Any available drug counseling, rehabilitation, and employee assistance programs; and
 - iv. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
 - 3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
 - 4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - i. Abide by the terms of the statement; and
 - ii. Notify the employee in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
 - 5. Notifying the COUNTY in writing, within ten calendar days after receiving notice under paragraph 4 ii. from an employee or otherwise receiving actual notice of such conviction.

Section II Special Provisions

Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;

6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4ii., with respect to any employee who is so convicted
 - i. Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - ii. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal State, or local health, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

(H) To the best of its knowledge and belief:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the COUNTY, 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 loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant, loan, or cooperative agreement;
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant, loan, or cooperative agreement, the SUBRECIPIENT will complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions; and
3. The SUBRECIPIENT will require that the language of paragraph (F) of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and agreements under grants, loans, and cooperative agreements) and that all Vendors shall certify and disclose accordingly.

(I) The SUBRECIPIENT shall, upon proper notice or with knowledge obtained by itself or others, take any and all proactive actions necessary, and provide any and all applicable remedies to address and correct any act by itself, its employees, officials, successors, assigns, SUBRECIPIENTS, or vendors that resulted in any wrongdoing (intentional or unintentional); misuse or misappropriation of funds; the incorrect or improper disposition of funds; any violation of any federal, state, or local law, rule, or regulation; or the breach of any certification or warranty provided in this Agreement.

Signature (SUBRECIPIENT Representative)

Date

Printed/Typed Name

Title

JURISDICTION CERTIFICATION

In accordance with the applicable statutes and the regulations governing the consolidated plan regulations, the jurisdiction certifies that:

Affirmatively Further Fair Housing -- The jurisdiction shall affirmatively further fair housing, which means it shall conduct an analysis of impediments to fair housing choice within the jurisdiction, take appropriate actions to overcome the effects of any impediments identified through that analysis, and maintain records reflecting that analysis and actions in this regard.

Anti-displacement and Relocation Plan -- It shall comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, and implementing regulations at 49 CFR 24; and it has in effect and is following a residential anti-displacement and relocation assistance plan required under section 104(d) of the Housing and Community Development Act of 1974, as amended, in connection with any activity assisted with funding under the CDBG or HOME programs.

Drug Free Workplace -- It shall or shall continue to provide a drug-free workplace by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the grantee's workplace and specifying the actions that shall be taken against employees for violation of such prohibition;
2. Establishing an ongoing drug-free awareness program to inform employees about -
 - (a) The dangers of drug abuse in the workplace;
 - (b) The grantee's policy of maintaining a drug-free workplace;
 - (c) Any available drug counseling, rehabilitation, and employee assistance programs; and
 - (d) The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1;
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee shall -
 - (a) Abide by the terms of the statement; and
 - (b) Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction;
5. Notifying the agency in writing, within ten calendar days after receiving notice under subparagraph 4(b) from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice, including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice shall include the identification number(s) of each affected grant;
6. Taking one of the following actions, within 30 calendar days of receiving notice under subparagraph 4(b), with respect to any employee who is so convicted -
 - (a) Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - (b) Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health, law enforcement, or other appropriate agency;

Section II Special Provisions

7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of paragraphs 1, 2, 3, 4, 5, and 6.

Anti-Lobbying -- To the best of the jurisdiction's knowledge and belief:

1. No Federal appropriated funds have been paid or shall be paid, by or on behalf of it, 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;
2. If any funds other than Federal appropriated funds have been paid or shall 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, it shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions; and
3. It shall require that the language of paragraph 1 and 2 of this anti-lobbying 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 SUBRECIPIENTS shall certify and disclose accordingly.

Authority of Jurisdiction -- The consolidated plan is authorized under State and local law (as applicable) and the jurisdiction possesses the legal authority to carry out the programs for which it is seeking funding, in accordance with applicable HUD regulations.

Consistency with plan -- The housing activities to be undertaken with CDBG, HOME, ESG, and HOPWA funds are consistent with the strategic plan.

Section 3 -- It shall comply with section 3 of the Housing and Urban Development Act of 1968, and implementing regulations at 24 CFR Part 135.

Signature/Authorized City Official

Date

Printed/Typed Name

Title

City Name

APPENDIX TO CERTIFICATIONS

INSTRUCTIONS CONCERNING LOBBYING AND DRUG-FREE WORKPLACE REQUIREMENTS:

A. Lobbying Certification

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

B. Drug-Free Workplace Certification

1. By signing and/or submitting this application or grant agreement, the grantee is providing the certification.
2. The certification is a material representation of fact upon which reliance is placed when the agency awards the grant. If it is later determined that the grantee knowingly rendered a false certification, or otherwise violates the requirements of the Drug-Free Workplace Act, HUD, in addition to any other remedies available to the Federal Government, may take action authorized under the Drug-Free Workplace Act.
3. Workplaces under grants, for grantees other than individuals, need not be identified on the certification. If known, they may be identified in the grant application. If the grantee does not identify the workplaces at the time of application, or upon award, if there is no application, the grantee must keep the identity of the workplace(s) on file in its office and make the information available for Federal inspection. Failure to identify all known workplaces constitutes a violation of the grantee's drug-free workplace requirements.
4. Workplace identifications must include the actual address of buildings (or parts of buildings), or other sites where work under the grant takes place. Categorical descriptions may be used (e.g., all vehicles of a mass transit authority or State highway department while in operation, State employees in each local unemployment office, performers in concert halls or radio stations).
5. If the workplace identified to the agency changes during the performance of the grant, the grantee shall inform the agency of the change(s), if it previously identified the workplaces in question (see paragraph three).
6. The grantee may insert in the space provided below the site(s) for the performance of work done in connection with the specific grant:

Place of Performance: City of Glendale

Check ___ if there are workplaces on file that are not identified here.

The certification with regard to the drug free-workplace is required by 24 CFR Part 24, subpart F.

Section II Special Provisions

7. Definitions of terms in the Non-procurement Suspension and Debarment common rule and Drug-Free Workplace common rule apply to this certification. Grantees' attention is called, in particular, to the following definitions from these rules:
 - i. "Controlled substance" means a controlled substance in Schedules I through V of the Controlled Substances Act (21 U.S.C. 812) and as further defined by regulation (21 CFR 1308.11 through 1308.15);
 - ii. "Conviction" means a finding of guilt (including a plea of nolo contendere) or imposition of sentence, or both, by any judicial body charged with the responsibility to determine violations of the Federal or State criminal drug statutes;
 - iii. "Criminal drug statute" means a Federal or non-Federal criminal statute involving the manufacture, distribution, dispensing, use, or possession of any controlled substance;
 - iv. "Employee" means the employee of a grantee directly engaged in the performance of work under a grant, including: (i) All "direct charge" employees; (ii) all "indirect charge" employees unless their impact or involvement is insignificant to the performance of the grant; and (iii) temporary personnel and consultants who are directly engaged in the performance of work under the grant and who are on the grantee's payroll. This definition does not include workers not on the payroll of the grantee (e.g., volunteers, even if used to meet a matching requirement; consultants or independent SUBRECIPIENTS not on the grantee's payroll; or employees of SUBRECIPIENTS or vendors in covered workplaces).

SECTION III
WORK STATEMENT



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

SECTION III WORK STATEMENT

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

Date: 7/1/2014

DUNS # 077523579

Agency: City of Glendale

Program Year: FY 2014-2015

Project: Rehabilitation

Type of Property: Single-Family Detached

Describe the Scope of Work:

This program provides assistance to homeowners to rehabilitate their home to eliminate safety hazards in the house.

Consolidated Plan – Describe goals to be addressed:

The goal of this program is to provide necessary repairs to eliminate safety hazards in the home, and ensure the home meets current code standards thus prolonging the life of the house and improving the quality of life for the homeowner.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

None

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

SECTION III WORK STATEMENT

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<input checked="" type="checkbox"/> Single Family Housing Rehab and Emerg. Rehab, Homebuyer Assistance	<input type="checkbox"/> Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

B. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME	Single-Family Rehab	Yes	2	Yes

C. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ Yes ☒ No ☐ N/A

This site is currently under control in the form of (check all that apply):

☒ Deed ☐ Purchase Option ☐ Lease ☐ Purchase Contract

☐ Agreement to Lease/Lease Option

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ Yes ☒ No ☐ N/A If yes explain:

Will this property contain temporary relocation? ☒ Yes ☐ No If yes explain:

We provide temporary relocation for large single family rehabs.

Will the property require lead based paint abatement? ☒ Yes ☐ No If yes explain:

D. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	0
Households at or below 60%	1	1	0
Households at or below 80%	0	0	0
TOTAL	2	2	0

SECTION III WORK STATEMENT

Complete the table below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations:	0
	0

E. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Complete the rehabilitation of 2 single-family homes	1/15/2015	1/15/2017

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

F. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.).

Community Revitalization will income-qualify households whom participate in the program. Staff will complete pre-inspection of the resident to determine the extent of the rehabilitation assistance request. The project will go through a formal bid process and the project will be awarded to the lowest bidder. Once the work begins, staff inspects the jobs weekly to ensure the loan terms reflect the home affordability period. The instrument of enforcement which is recorded is the promissory note and deed of trust.

G. ACTIVITY BUDGET SUMMARY:

<u>ACQUISITION</u>	<u>TOTAL COST</u>	<u>HOME FUNDS FY</u>	<u>FY HOME \$</u>	<u>Source #1 Other:</u>	<u>Source #2</u>	<u>MATCH</u>
Land						
Buildings						

SECTION III WORK STATEMENT

Closing Costs						
Legal Fees						
TOTAL						
<u>SITE & DEMOLITION</u>						
Site Work						
Demolition						
TOTAL						
<u>NEW CONSTRUCTION or REHAB</u>						
Construction Costs-Materials		\$150,000				\$37,500
Builder Overhead						
Builder Profit						
General Requirements						
Consultant/Specialist						
Permits & Fees						
Construction Contingency						
Sales Tax						
Other-Infrastructure						
TOTAL		\$150,000				\$37,500
<u>ARCHITECTURAL FEES</u>						
Design						
Supervision						
Other						
TOTAL						
<u>CONSTRUCTION INTEREST & FEES & LEGAL FEES</u>						
Construction Interest						
Bond Premium						
Title & recording						
Insurance						
Legal Fees						
Other						
TOTAL						
<u>ADMINISTRATION COSTS</u>						
Program Delivery-Personnel Costs		\$32,019				
Volunteer Labor						
TOTAL		\$182,019				\$37,500
<u>OTHER</u>						

H. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

SECTION III WORK STATEMENT

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
N/A	N/A	N/A
TOTALS	\$0.00	\$0.00

I. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.

(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
City of Glendale	General Fund	N/A		\$37,500
TOTALS				\$ 37,500

* Total Match reported here must equal Total Match on the Budget Summary.

J. PROGRAM INCOME:

PROGRAM INCOME: ☒ Will ☐ Will not be generated with this activity

Submit Program Income log monthly

Program Income will be used for:

Future rehabilitations of single-family projects for Glendale residents.

K. COST OVERRUNS

Cost overruns will be handled by:

City of Glendale

SECTION III WORK STATEMENT

MARICOPA COUNTY
HOME Investment Partnership Program
FY 2014-2015

Date: 7/1/2014

DUNS # 077523579

Agency: City of Glendale

Program Year: FY 2014-2015

Project: Rehabilitation or New Construction with Home Buyer Assistance

Type of Property: Single-Family Detached

Describe the Scope of Work:

This program provides construction costs to Habitat for Humanity Central Arizona for the renovation or new construction of Infill Housing Projects in 85302, 85302, and 85303 zip codes. In addition, the program will provide closing cost assistance to income qualified homebuyers purchasing these houses from Habitat for Humanity.

Consolidated Plan – Describe goals to be addressed:

The goal of this program is to provide affordable and decent housing for low-to- moderate income households.

Describe special program or development requirements, environmental, technical or legal obstacles that must be resolved to implement this activity?

None

Priority rated in the Consolidated Plan:

☒ High ☐ Medium ☐ Low

SECTION III WORK STATEMENT

A. OBJECTIVES AND OUTCOMES (Check appropriate box below.)

OBJECTIVE	OUTCOMES		
	AVAILABILITY/ ACCESSIBILITY	AFFORDABILITY	SUSTAINABILITY
DECENT HOUSING	<input checked="" type="checkbox"/> Single Family Housing Rehab. Rehab, Homebuyer Assistance	<input type="checkbox"/> Homebuyer Activities, Acq/Rehab if rental housing, Acq/New Construction of rental housing, Preservation of existing public housing units and TBRA, Expansion of assisted rental units in the private marketplace	<input type="checkbox"/> Housing Activities in a targeted revitalization area

L. LOGIC MODEL: PERFORMANCE INDICATORS

INPUTS/RESOURCES	OUTPUTS		OUTCOMES	OBJECTIVES
	ACTIVITIES	PARTICIPATION		
HOME	Housing Rehab and Homebuyer assistance	Yes	6	Yes

M. SITE INFORMATION

The municipality will waive any permit or building fees to facilitate this construction?

☐ Yes ☒ No ☐ N/A

This site is currently under control in the form of (check all that apply):

☒ Deed ☐ Purchase Option ☐ Lease ☐ Purchase Contract

☐ Agreement to Lease/Lease Option

Will the project result in the demolition or change in use of any existing low-income housing units?

☐ Yes ☒ No ☐ N/A If yes explain:

Will this property contain temporary relocation? ☐ Yes ☒ No If yes explain:

Will the property require lead based paint abatement? ☒ Yes ☒ No If yes explain:

N. PROPOSED BENEFICIARIES

Targeted Population by Income Level	Number of Households	Total Number of Units	Number of <u>County Assisted</u> Units in program (if rental)
Households at or below 50%	1	1	0
Households at or below 60%	3	3	0
Households at or below 80%	2	2	0
TOTAL	6	6	0

Complete the table

SECTION III WORK STATEMENT

below only if the Activity will specifically set-aside units for a priority population. Set-asides will be enforced through contract provisions.

Priority Populations	No. of Units
Elderly	0
Physically Disabled	0
Other Priority Populations:	0
	0

O. PERFORMANCE REPORTING - GOALS:

Completion date: Must be completed within 24 months of contract execution

TIMELINE OF ACTIVITIES

<u>MILESTONES</u>	<u>START DATE</u>	<u>COMPLETION DATE</u>
Complete the rehabilitation /or new construction of 6 single-family homes	1/15/2015	1/15/2017

Any change to the Timeline will need to be approved by the Maricopa County and be submitted to the County.

P. ACTIVITY FOLLOWUP AND LONG TERM COMMITMENT:

Provide method for assuring activity will be used for the original purpose for the required time period (inspections, maintenance, liens, years of affordability per HUD regulations etc.).

Habitat for Humanity Central Arizona will renovate and/or construction new homes for a total of six homes to be sold to income-qualify households whom participate in the program. The HOME funded renovations and or new construction projects will bring the houses into compliance with current building codes. The affordability period will be based on the amount of homebuyer assistance provided to the household. The affordability instrument of enforcement will be a recorded promissory note and deed of trust.

Q. ACTIVITY BUDGET SUMMARY:

<u>ACQUISITION</u>	<u>TOTAL COST</u>	<u>HOME FUNDS FY</u>	<u>FY HOME \$</u>	<u>Source #1 Other:</u>	<u>Source #2</u>	<u>MATCH</u>
Land						
Buildings						
Closing Costs						

SECTION III WORK STATEMENT

Legal Fees						
TOTAL						
<u>SITE & DEMOLITION</u>						
Site Work						
Demolition						
TOTAL						
<u>NEW CONSTRUCTION or REHAB</u>						
Construction Costs-Materials		\$330,290				\$82,572.50
Builder Overhead						
Builder Profit						
General Requirements						
Consultant/Specialist						
Permits & Fees						
Construction Contingency						
Sales Tax						
Other-Infrastructure						
TOTAL		\$330,290				\$82,572.50
<u>ARCHITECTURAL FEES</u>						
Design						
Supervision						
Other						
TOTAL						
<u>CONSTRUCTION INTEREST & FEES & LEGAL FEES</u>						
Construction Interest						
Bond Premium						
Title & recording						
Insurance						
Legal Fees						
Other						
TOTAL						
<u>ADMINISTRATION COSTS</u>						
Program Delivery-Personnel Costs						
Volunteer Labor						
TOTAL		\$330,290				\$87,572.50
OTHER						

R. SOURCE AND AMOUNT OF OTHER RESOURCES:
(Attach documentation)

SECTION III WORK STATEMENT

FUNDING AGENCY	CASH AMOUNT	VOLUNTEER/ IN-KIND AMOUNT
N/A	N/A	N/A
TOTALS	\$0.00	\$0.00

S. ACTIVITY MATCH BY SOURCE:

IDENTIFY MATCH SOURCES AND AMOUNTS THAT HAVE BEEN COMMITTED.

(Match commitment must equal 25% of the HOME funds requested. Documentation due at the time of request for payment(s). Submit Match Logs annually by June 30th of each year.)

FUNDING AGENCY	MATCH TYPE	*CASH MATCH	VOLUNTEER/IN-KIND AMOUNT	TOTAL
Habitat for Humanity	Private Fund	N/A		\$82,572.50
TOTALS				\$ 82,572.50

* Total Match reported here must equal Total Match on the Budget Summary.

T. PROGRAM INCOME:

PROGRAM INCOME: ☒ Will ☐ Will not be generated with this activity
Submit Program Income log monthly

Program Income will be used for:
Habitat for Humanity will use the funds to renovate future properties they own to ensure affordable single-family housing opportunities for Glendale residents.

U. COST OVERRUNS

Cost overruns will be handled by:
Habitat for Humanity Central Arizona

SECTION IV
COMPENSATION



MARICOPA COUNTY
HUMAN SERVICES DEPARTMENT

SECTION IV COMPENSATION

A. COMPENSATION

Subject to the availability and authorization of funds for the explicit purposes set forth below, COUNTY will pay the SUBRECIPIENT compensation for services rendered as indicated in the following subsections.

B. METHOD OF PAYMENT

SUBRECIPIENT agrees to submit monthly reimbursement requests utilizing the approved Reimbursement Request Form (Attachment A) to COUNTY. SUBRECIPIENT may request funds only after the SUBRECIPIENT has satisfied the funding contingencies and federal Environmental Review conditions and has a written agreement in place for project activities. Request for reimbursement must be made using the request for payment incorporated in this Agreement.

COUNTY agrees to reimburse SUBRECIPIENT for actual allowable costs incurred, upon certification of HUD Environmental Release of Funds and submittal by SUBRECIPIENT of an itemized statement of actual expenditures incurred, supported by appropriate documentation. Reimbursement by COUNTY is not to be construed as final in the event that HUD disallows reimbursement for the Program or any portion thereof.

SUBRECIPIENT must maintain proof of said expenditures including checks, payrolls, time records, invoices, contracts, vouchers, orders and other accounting documents evidencing in proper detail the nature and propriety of the respective charges as may be required by applicable federal rules and regulations, including requirements by the Federal Office of Management and Budget, and as may otherwise reasonably required to per the COUNTY to determine or confirm that any such expenditures are pursuant and within the scope of work.

C. REIMBURSEMENT

The COUNTY shall provide financial assistance in an amount up to Five Hundred Twelve Thousand Three Hundred Nine dollars (\$512,309) subject to the terms of this Agreement and availability of funds. This Agreement price constitutes the COUNTY entire participation and obligation in the performance and completion of all work to be performed under this Agreement.

D. RELEASE OF FUNDS (ROF)

No funds may be encumbered prior to the completion of the Environmental Review except for exempt activities as described in 24 CFR 58.34(a)(1)-(11) that generally have no physical impact on the environment. The Environmental Review Record (ERR) must be completed before any funds are obligated. Funding is also conditioned upon the completion of the ERR of every activity site by address. The responsibility for certifying the appropriate Environmental Review Record and ROF shall rest with the COUNTY. It is the responsibility of the SUBRECIPIENT to notify the COUNTY, and to refrain from making any commitments and expenditures on a site until a Release of Funds has been issued by the COUNTY. Failure to meet these conditions will mean that requested funds will not be disbursed.

REIMBURSEMENT REQUEST FORM-SAMPLE

MARICOPA COUNTY HUMAN SERVICES DEPARTMENT HOME INVESTMENT PARTNERSHIPS PROGRAM						FOR MCHSD USE ONLY				
Invoice Date:						ALLOCATION 13/14				
CONSORTIUM MEMBER:						PRIOR YEAR FUNDS				
CM Address:						ENCUMBRANCE \$ - EXPENDED 0				
City/Zip:						BALANCE \$ - BALANCE \$ -				
FISCAL YEAR GOAL:										
ACCOMPLISHMENTS:										
FY										
ENCUMBRANCE DEADLINE EXPENDITURE DEADLINE										
PROJECT PROJECT BUDGET										
IDIS #	ACTIVITY		ACTIVITY BUDGET	SUM OF PRIOR INVOICES	THIS INVOICE TO MCHSD	BALANCE	MATCH APPLIED	OTHER HOME FY FUNDING	PROGRAM INCOME	OTHER FUNDING
Acq/Rehab of single family homes										
						\$ -	\$ -			
						\$ -				
			SUB TOTAL	\$ -	\$ -	\$ -				
Admin										
						\$ -				
			SUB TOTAL	\$ -	\$ -	\$ -				
			TOTALS	\$ -	\$ -	\$ -	\$ -	\$ -		\$ -



Legislation Description

File #: 15-028, Version: 1

REZONING APPLICATION ZON13-10 (ORDINANCE) SABRE BUSINESS PARK (PUBLIC HEARING REQUIRED)

Staff Contact: Jon M. Froke, AICP, Planning Director

Purpose and Recommended Action

This is a request by Beus Gilbert, PLLC, for City Council to approve rezoning of 147 acres of land from A-1 (Agricultural) to M-1 (Light Industrial) on property located on the east side of the Loop 303 on both sides of Bethany Home Road.

Staff is requesting City Council to conduct a public hearing, waive reading beyond the title, approve and adopt an Ordinance for ZON13-10 subject to the two stipulations as recommended by the Planning Commission. The two stipulations are listed as item number two in the ordinance.

Background

The subject property was annexed into the City of Glendale on November 24, 2014. The applicant intends to develop the property as a business park. The Planning Commission recommended approval of the proposed M-1 zoning on October 2, 2014.

Analysis

The property is undeveloped at this time. The City of Glendale General Plan designates the site as Luke Compatible Land Use (LCLU). Rezoning the site to M-1 is consistent with the General Plan.

The property consists of two separate parcels, each of which has frontage along the Loop 303. Once the property is rezoned, access for future development to the site will be determined at the time of Design Review.

Community Benefit/Public Involvement

Planning staff received no inquiries or comments from nearby property owners or interested parties regarding this request.

A Notice of Public Hearing was published in *The Glendale Star* on December 25, 2014. On December 26, 2014, notification postcards of the public hearing were mailed to adjacent property owners and interested parties. The property was posted by the applicant on September 12, 2014.

ORDINANCE NO. 2927 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 16602 WEST BETHANY HOME ROAD FROM A-1 (AGRICULTURAL) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Glendale Planning Commission held a public hearing on October 2, 2014 in zoning case ZON13-10 in the manner prescribed by law for the purpose of rezoning property located at 16602 West Bethany Home Road from A-1 (Agricultural) to M-1 (Light Industrial).

WHEREAS, due and proper notice of such Public Hearing was given in the time, form, substance and manner provided by law including publication of such notice in The Glendale Star on December 23, 2014; and

WHEREAS, the City of Glendale Planning Commission has recommended to the Mayor and the Council the zoning of property as aforesaid and the Mayor and the Council desire to accept such recommendation and rezone the property described on Exhibit A as aforesaid.

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

SECTION 1. That a parcel of land in Glendale, Maricopa County, Arizona located at 16602 West Bethany Home Road and more accurately described in Exhibit A to this ordinance, is hereby conditionally rezoned from A-1 (Agricultural) to M-1 (Light Industrial).

SECTION 2. That the rezoning herein provided for be conditioned and subject to the following:

1. Dedication of additional right-of-way on Bethany Home Road to provide a total half-width of 65 feet shall be made before building permits are issued for any development on the property.
2. All half-street improvements on Bethany Home Road adjacent to the site shall be completed with development of the property. Required improvement standards are determined by the City of Glendale Design Guidelines for Site Development and Infrastructure Construction.

SECTION 3. Amendment of Zoning Map. The City of Glendale Zoning Map is herewith amended to reflect the change in districts referred to and the property described in Section 1 above.

SECTION 4. Effective Date. This Ordinance shall become effective at the time and in the manner prescribed by law.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13th day of January, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

CENTER, SECTION 12
CALCULATED USING OPPOSING
QUARTER CORNERS

SCALE: 1"=500'

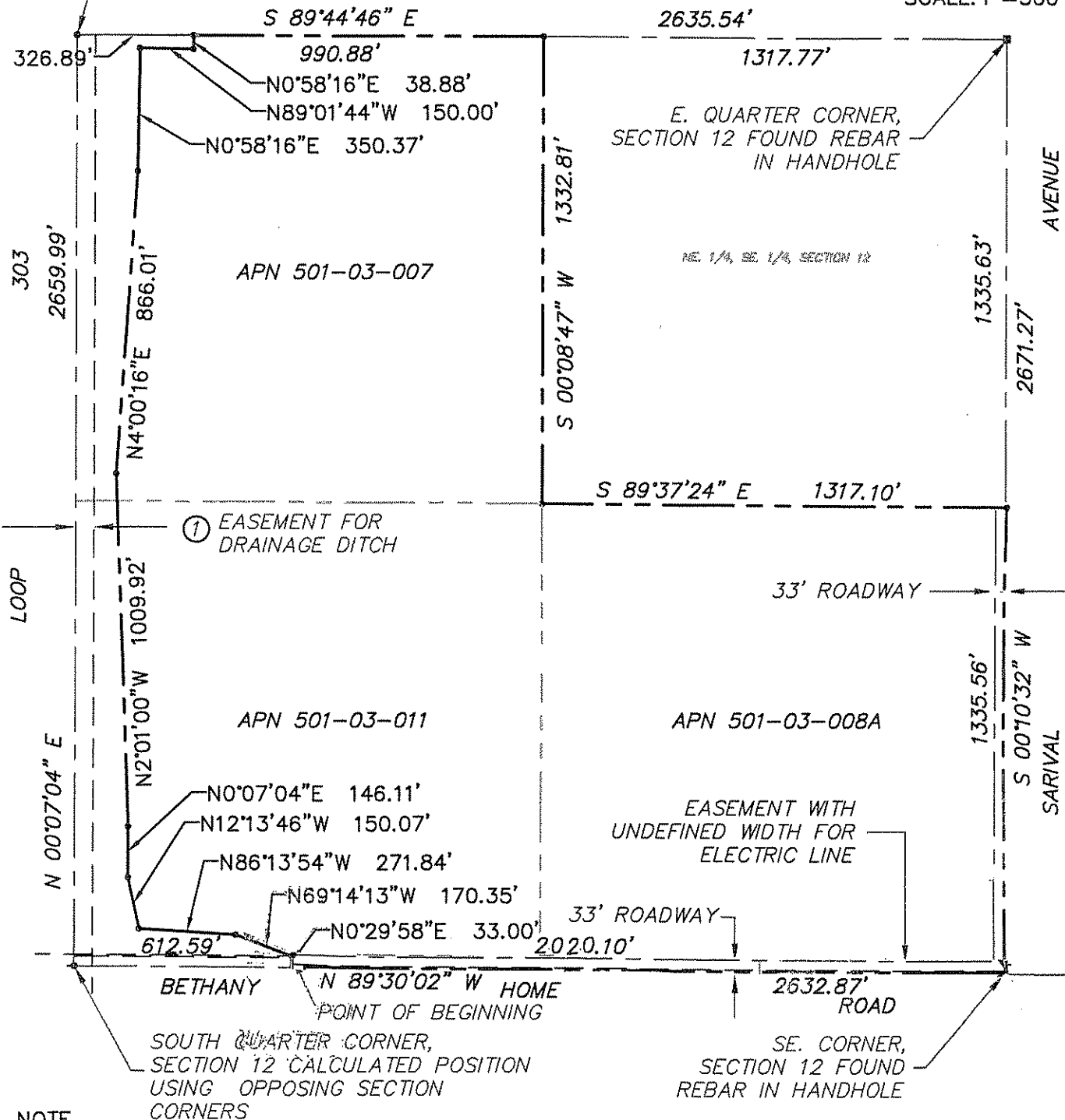


EXHIBIT A

LEGAL DESCRIPTION

That portion of the following described property, in the Southeast quarter of Section 12, Township 2 North, Range 2 west of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the South quarter corner of said Section 12, being North 89°30'02" West, 2632.87 feet from a 2003 Maricopa County aluminum cap in hand hold stamped "LS 29891" marking the Northeast corner of said section 12;

Thence along the south line of said Section 12, South 89°30'02" East, 612.59 feet; to the true POINT OF BEGINNING

Thence North 00°29'58" East, 33.0 feet;

Thence along the new right-of-way line of State Route 303L, North 69°14'13" West, 170.35 feet;

Thence North 86°13'54" West, 271.84 feet;

Thence North 12°13'46" West, 150.07 feet;

Thence North 00°07'04" East, 146.11;

Thence North 02°01'00" West, 1009.92 feet;

Thence North 04°00'16" East, 866.01 feet;

Thence North 00°58'16" East, 350.37 feet;

Thence North 89°01'44" West, 150.00 feet;

Thence to an angle point on the north property line, North 00°58'16" East, 38.88 feet;

Thence along said north property line, South 89°44'46" East, 990.88 feet;

Thence South 00°08'47" West, 1332.81 feet;

Thence South 89°37'24" East 1317.10 feet;

Thence South 00°10'32" West, 1335.56 feet;

Thence North 89°30'02" West, 2020.10 feet; to POINT OF BEGINNING

N.1/4 COR., SEC. 13, T-2-N,
R-2-W, FD. M.C.A.C.

S89°30'14"E 2633.08'

N.E. COR., SEC. 13,
T-2-N, R-2-W,

SCALE: 1"=300'

S00°15'39"W 1323.13'

N89° 31' 45"W
100.76'

P.O.B.

N89°31'45"W 1216.47'

STATE ROUTE 303

N0°15'39"E 1323.13'

N4°53'15"E 654.09'

APN 501-02-007D

N0°15'39"E 670.80'

① EASEMENT FOR
DRAINAGE DITCH

N0°13'19"E 1322.55'

S89°33'15"E 1270.12'

N89° 33' 15"W
48.00'

CENTER SEC. 13,
T-2-N, R-2-W, FD.
REBAR, R.L.S. # 7496

NOTE

- ① RIGHTS AS SET FORTH IN GRANTS TO ADAMAN MUTUAL WATER COMPANY
IN DOCKET 1180, PAGE 517 AS DOCKET 1180, PAGE 528 AND AS DOCKET
1580, PAGE 106.

EXHIBIT A

LEGAL DESCRIPTION

That portion of the following described property, in the Southwest quarter of the Northeast quarter Section 13, Township 2 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, described as follows:

Commencing from a Maricopa County aluminum cap in pot hole marking the North quarter corner of said Section 13, being North 89°30'14" West, 2,633.08 feet from a 2003 Maricopa County aluminum cap in hand hole stamped "LS 29891" marking the Northeast corner of said section 13.

Thence along the north-south mid-section line of said Section 13, South 00°15'39" West, 1323.13 feet ;

Thence South 89°31'45" East, 100.76 feet; to POINT OF BEGINNING

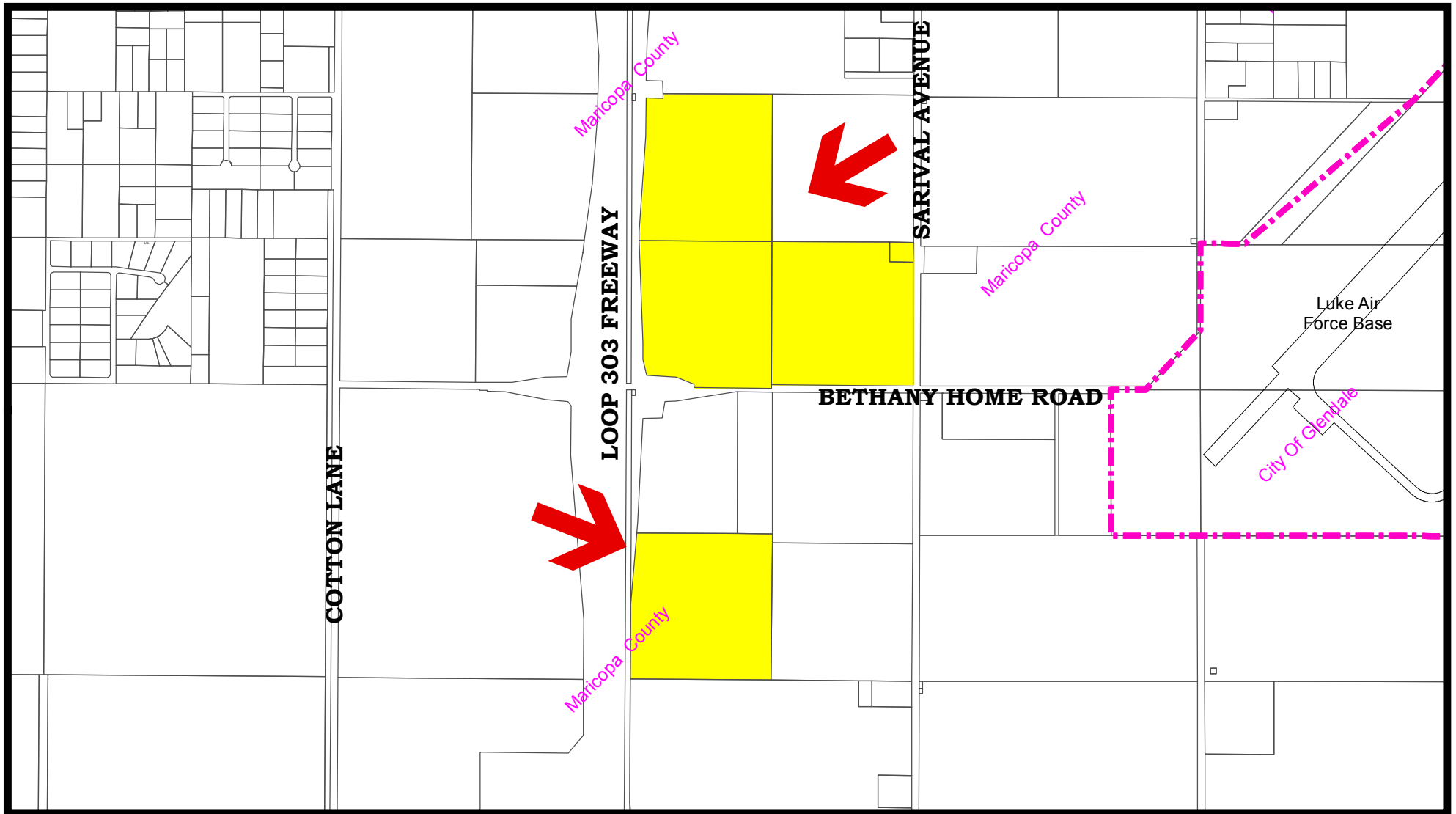
Thence South 89°31'45" East, 1216.47 feet;

Thence South 00°13'19" West, 1322.55 feet;

Thence North 89°33'15" West, 1270.12 feet;

Thence along the new right-of-way line of State Route 303L, North 00°15'39" East, 670.80 feet;

Thence North 04°53'15" East, 654.09 feet; to POINT OF BEGINNEING



CASE NUMBER
ZON13-10

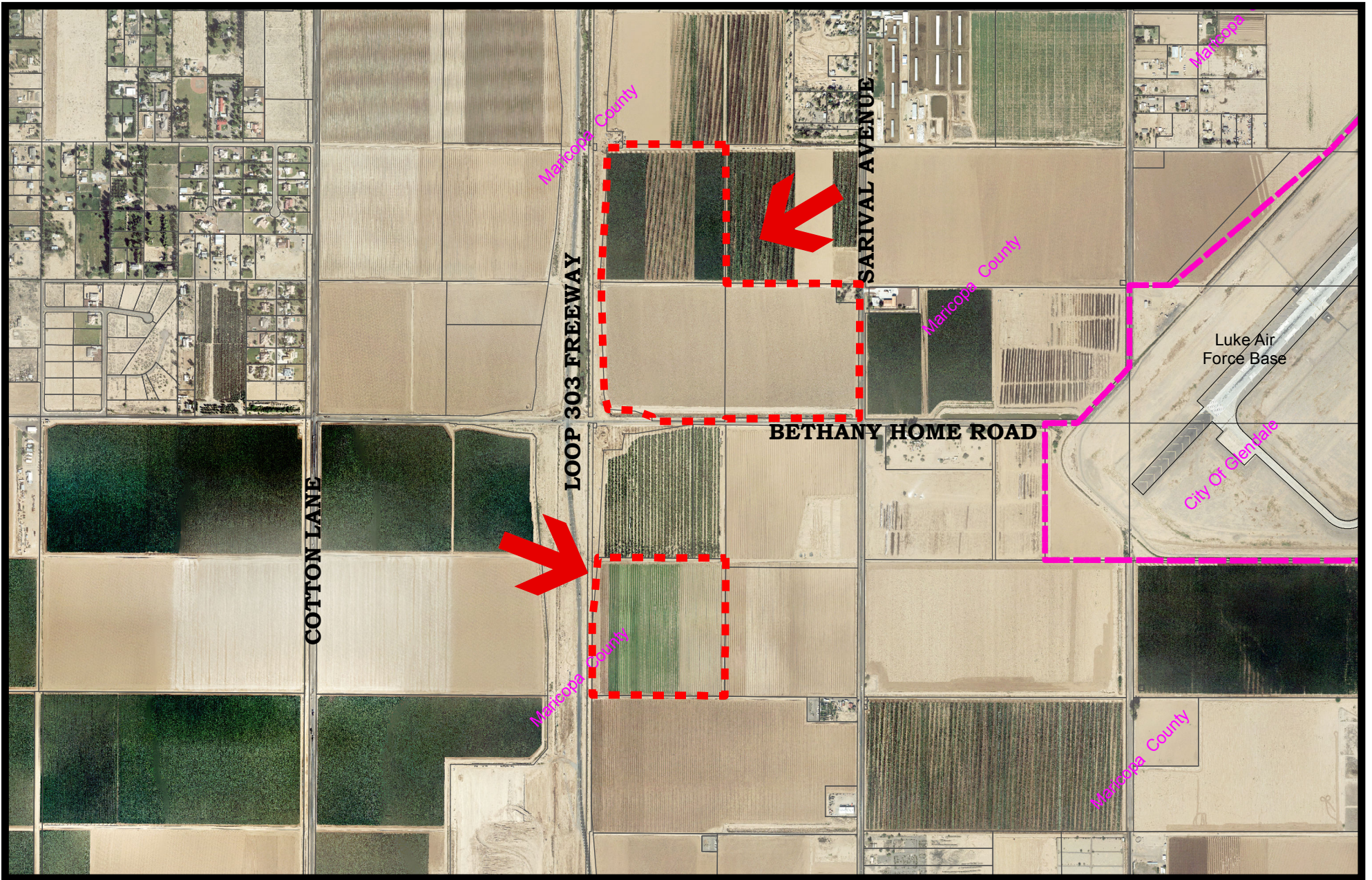


LOCATION

16602 W. BETHANY HOME ROAD

REQUEST

**REZONE 147 ACRES FROM A-1
(AGRICULTURAL) TO M-1 (LIGHT
INDUSTRIAL)**



Aerial Date: November, 2013



CASE NUMBER
ZON13-10



**FISCAL IMPACTS OF WOOLF CROSSING
AND THE LOOP 303 CORRIDOR
ANNEXATION AREA
ON THE CITY OF GLENDALE**

SEPTEMBER 2012

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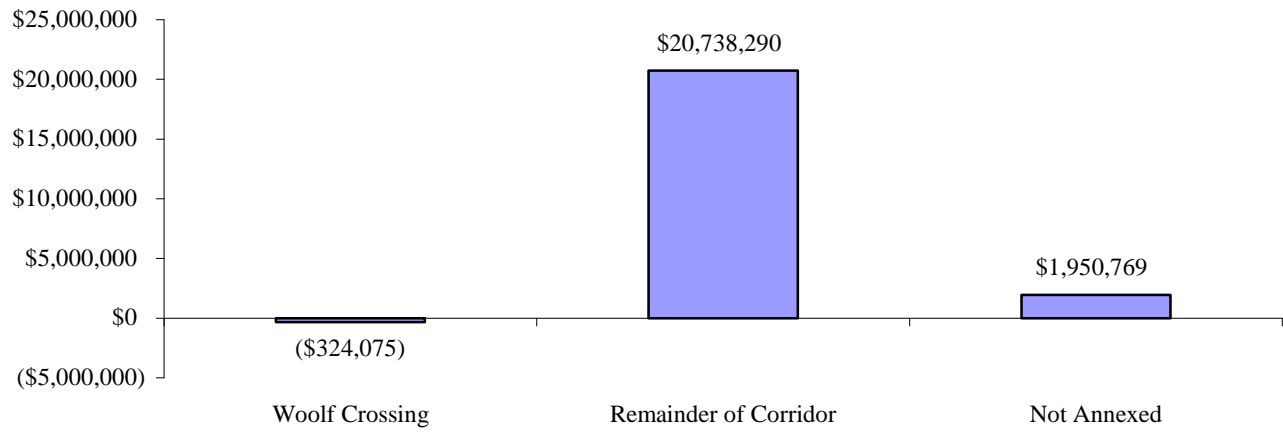
EXECUTIVE SUMMARY

This analysis demonstrates the potential socioeconomic and fiscal impacts of the Loop 303 Corridor annexation area on the City of Glendale. The annexation area is located west of the existing city limits and northwest of Luke Air Force Base. It is an irregularly shaped area extending from Camelback Road north to Peoria Avenue and west to Cotton Lane. The total area encompasses about 7,000 gross acres that are within both the MAG 208 Area and the potential annexation area for the City of Glendale. This study breaks the annexation area into two parts. Woolf Crossing, which includes 734 acres located west of the Loop 303 to Reems Road, between Northern Avenue and Olive Avenue. Woolf Crossing has already been annexed into the city but is part of the Loop 303 Corridor and will most likely be the first parcel to develop within this larger area. The second part is the remaining 6,250 acres. The entire area is currently vacant and is mostly used as agricultural land. Future land uses are primarily industrial uses with some office, commercial and low density residential development.

The following is a summary of the net fiscal impacts of this proposed annexation area on the City of Glendale. The fiscal impacts include the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds. This study focuses on operations and maintenance revenues and expenditures. However, if annexed, this area may require other infrastructure improvements to bring it up to current city standards. The cost of these improvements is not included in the fiscal impacts.

The analysis includes build out impacts for both Woolf Crossing and the remainder of the corridor. The long term net impacts for Woolf Crossing, which is a mix of residential, retail and industrial uses, are negative at (\$324,000) per year, while the impacts for and the remainder of the corridor, which is largely nonresidential, are positive at \$20.7 million per year (Figure 1). The remainder of the corridor has a sufficient amount of sales tax generating uses to support the required level of expenditures while the tax generating capacity of the land use mix proposed for Woolf Crossing is outweighed by the residential service demands from this development. The analysis also quantifies the fiscal impacts of the parcels that would not be part of the proposed annexation to show the potential revenues that would be lost. Most of the area that would not be annexed is in the Luke compatible land use area and is modeled as heavy industrial, but there is one entertainment-mixed use parcel located outside of the Luke compatible area. The net fiscal impact of these parcels that are not part of the annexation area is estimated at \$2.0 million per year at build out.

FIGURE 1
Annual Net Impacts
Loop 303 Corridor



Note: Includes General Fund, Streets, Transportation Sales Tax, Police and Fire Special Revenue Funds.

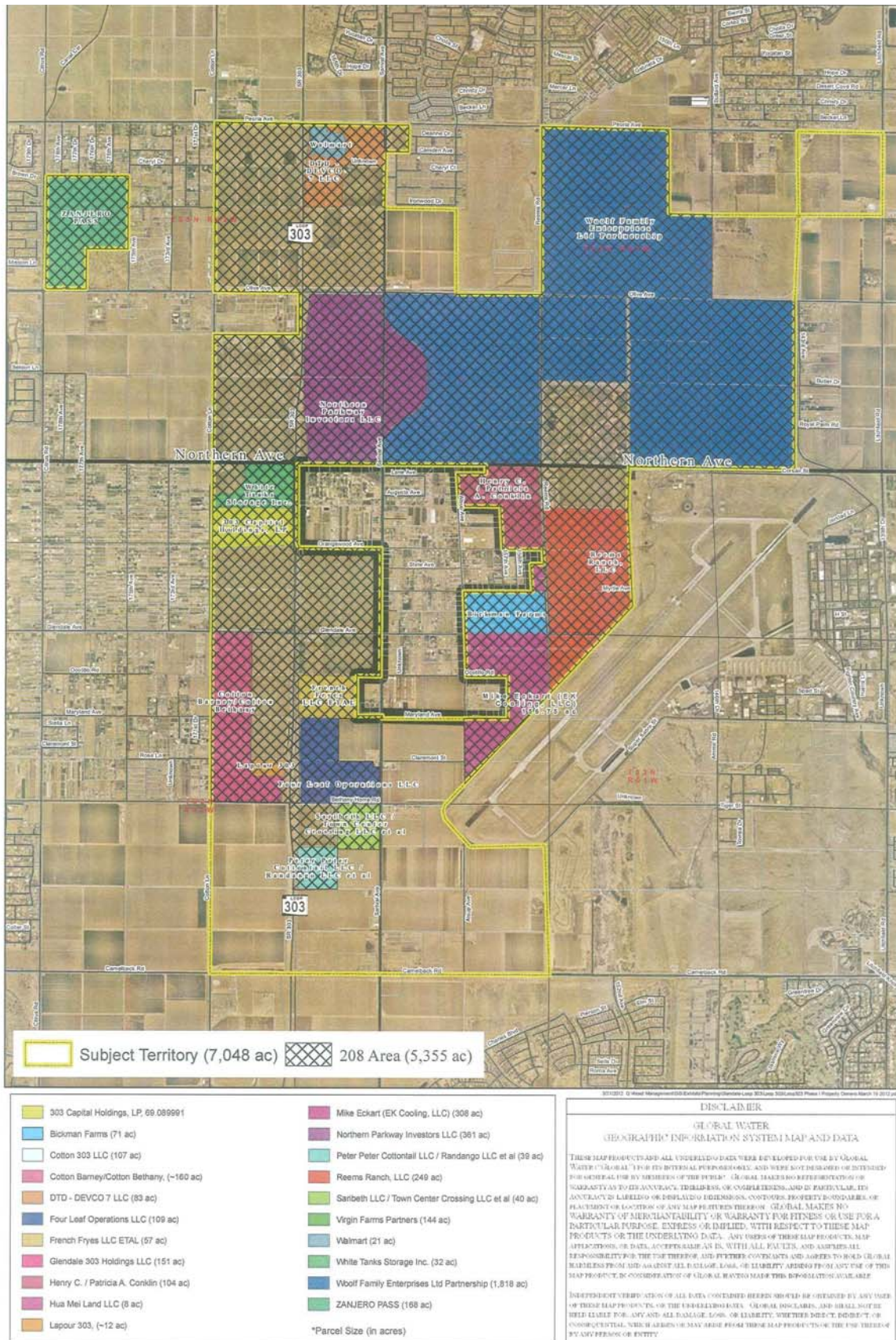
1.0 INTRODUCTION

This analysis demonstrates the potential socioeconomic and fiscal impacts of the Loop 303 Corridor annexation area on the City of Glendale, as well as the potential lost revenues from parcels that are opting out of the annexation. This 6,984 acre area, shown in Figure 2, is generally located north of Camelback Road extending to Peoria Avenue between Luke AFB and Cotton Lane. The property is currently undeveloped but is projected to include a mix of heavy industrial, warehouse, office and general commercial development with a small amount of residential, based on the approved general plan land use. The areas that would not be annexed include 996 acres with the following non-contiguous parcels: Allen Ranch, Cotton 303 LLC, French Fryes LLC, Hua Mei Land LLC, Saribeth LLC and Virgin Farms Partners. These parcels are all in the Luke Compatible land use area except for 144 acres zoned for entertainment-mixed use.

The impact analysis for the Loop 303 Corridor annexation includes build out conditions for Woolf Crossing (which has already been annexed), the remainder of the corridor and the area not annexed. The mix of nonresidential development that is projected for the Loop 303 Corridor could result in an estimated 56.5 million square feet of built space and total employment of about 91,000 by build out along with about 955 low density housing units and an estimated population of about 2,900.

The information and observations contained in this report are based on our present knowledge of the components of development, and of the current physical, socioeconomic and fiscal conditions of the affected areas. Projections made in this report are based on hypothetical assumptions and current public finance policies. However, even if the assumptions outlined in this report were to occur, there will usually be differences between the projections and the actual results because events and circumstances frequently do not occur as expected. This analysis is based on the best available information and is intended to aid the City of Glendale in making decisions relative to the proposed development. All dollar figures should be interpreted as order of magnitude estimates only.

**FIGURE 2
STUDY AREA**



1.1 General Approach

The impact assessment includes revenues and expenditures associated with future development in the annexation area. It does not specifically include capital costs for new or replacement infrastructure, but does include relevant maintenance costs for items such as arterial and collector streets. The analysis includes the General Fund, Streets, Transportation Sales Tax and Police and Fire Special Revenue Funds.

The basic approach for the analysis is to determine the level and character of future development (measured in non-residential square footage, employment, housing units, population, road miles, etc.), and then to model the revenues and expenditures likely to be associated with that development. Current and historical budgets for the city were reviewed to identify revenue and expenditure line items that would be impacted by the annexation. Once identified, each line item was analyzed to identify a socioeconomic factor that could be used to predict a corresponding impact for the annexation area. For example, road miles are a good indicator of the cost of street maintenance. Therefore, by knowing the number of new road miles in the annexation area at any point in time, one could estimate the related costs in transportation and field operations departments. Many of the services provided by the city are utilized by both residents and businesses, thus population and employment are drivers for a number of revenue and expenditure items.

1.2 Report Organization

The balance of this report is divided into two sections. Section 2.0 details the methodology and assumptions used in calculating the development characteristics and the fiscal assumptions used to develop the model. Section 3.0 describes the results of the fiscal impact analysis for the annexation area.

2.0 METHODOLOGY

This chapter describes the methodology used in developing the fiscal impact model and development assumptions.

2.1 Development Characteristics

In order to analyze the fiscal impacts of annexation, it was necessary to characterize the areas in terms that could be compared with existing city. The annual impact of nonresidential development can be described in terms of employment, nonresidential square footage, assessed value, taxable sales and street miles, based on assumptions about the type of development that could be expected to occur in this area. The annual impact of residential development can be described in terms of housing units, population and assessed value. The assumptions used in this analysis are consistent with current development in the City of Glendale.

The following sections briefly describe the assumptions used to estimate each of the major characteristics of the annexation area.

Nonresidential development and employment. In total, the annexation area will include 6,334.3 acres of nonresidential development resulting in 56.5 million square feet of built space. Of that total, 454.3 acres and 3.7 million square feet are part of Woolf Crossing. Projected employment in the combined area is expected to reach 91,000 by build out based on the number of acres by land use, standard assumptions for floor-area ratios (the ratio of building area to land area), occupancy rates and per employee square footage requirements (Figure 3). The information below details the assumptions used in the model by land use. A summary of future acreage and square footage for the annexation area components is shown in Figure 4.

**FIGURE 3
DEVELOPMENT ASSUMPTIONS**

Land Use	Units Per Acre	HH Size	Sq Ft per		Occupancy	Value per Sq Ft/Unit	Taxable			
			FAR	Employee			Sales Per SF	Percent Retail	Annual Lease	Percent Leased
Residential										
Low Density Suburban	2.04	3.12	na	na	96%	\$270,900	na	na	na	na
Rural Residential	0.77	3.12	na	na	96%	\$309,150	na	na	na	na
Nonresidential										
Neighborhood Shopping Ctr	na	na	0.25	400	95%	\$65	\$225	100%	\$13.00	100%
General Commercial	na	na	0.20	350	95%	\$89	\$225	80%	\$15.00	75%
Heavy Commercial	na	na	0.10	700	95%	\$71	\$110	50%	\$13.00	75%
Hotel/Motel	na	na	0.82	500	100%	\$171	\$0	100%	\$48.60	65%
General Office	na	na	0.21	250	95%	\$98	\$0	0%	\$20.00	75%
Light Industrial/Warehouse	na	na	0.20	1,000	90%	\$65	\$25	10%	\$4.20	100%
Heavy Industrial	na	na	0.20	700	90%	\$74	\$0	0%	\$7.20	75%
Business Park	na	na	0.25	500	90%	\$94	\$0	0%	\$10.80	50%
Elementary School	na	na	0.15	1,200	100%	na	\$0	0%	\$0.00	0%
Vacant										
Agriculture	na	na	na	0	na	\$5,000	na	0%	na	na

FIGURE 4
BUILD OUT LAND USE
LOOP 303 CORRIDOR ANNEXATION

	Woolf Crossing		Remainder of Corridor		Area Not Annexed	
	Gross Acres	Sq Ft/Units	Gross Acres	Sq Ft/Units	Gross Acres	Sq Ft/Units
Residential						
Low Density Suburban (1 to 2.5 units)	274.7	504	170	312	0.00	0
Rural Residential (0 to 1 units)	0	0	200	139	0.00	0
Nonresidential						
Neighborhood Shopping Center	22.22	217,778	0.00	0	0.00	0
General Commercial	0.00	0	500.00	3,920,400	0.00	0
Heavy Commercial	0.00	0	160.00	627,264	72.00	282,269
Hotel/Motel	0.00	0	184.00	5,915,100	28.80	925,842
General Office	0.00	0	344.00	2,832,097	28.80	237,106
Light Industrial/Warehouse	178.08	1,473,861	0.00	0	0.00	0
Heavy Industrial	237.30	1,963,162	4,360.00	36,085,104	212.00	1,754,597
Business Park	0.00	0	332.00	3,434,706	14.40	148,975
Elementary School	16.70	34,554	0.00	0	0.00	0
Vacant/Agriculture						
Agriculture	0.00	0	0.00	0	640.00	0
Park	5.20	0	0.00	0		
Total	734.20	3,689,355	6,250.00	52,814,670	996.00	3,348,789

- **Neighborhood Shopping Center** – 22.22 acres in Woolf Crossing with 217,800 square feet of built space based on a floor area ratio of 0.25; 95% long term occupancy rate; 400 square feet per employee and 520 employees; \$65 assessed value per square foot; \$225 sales per square foot; annual lease rate of \$13.00 per square foot with 100% of the space leased.
- **General Commercial** – 500 acres in the remainder of the corridor with 3,920,000 square feet based on a floor area ratio of 0.20; 95% long term occupancy rate; 350 square feet per employee and 10,600 employees; \$89 assessed value per square foot; \$225 sales per square foot; annual lease rate of \$15.00 per square foot and 75% of the space available for lease with the remainder owner-occupied.
- **Heavy Commercial** – 160 acres in the remainder of the corridor with 627,300 square feet based on a floor area ratio of 0.10; 95% long term occupancy rate; 700 square feet per employee and 850 employees; \$71 assessed value per square foot; \$110 sales per square foot; annual lease rate of \$13.00 per square foot and 75% of the space available for lease with the remainder owner-occupied.
- **Hotel/Motel** – 184 acres in the remainder of the corridor with 5,915,000 square feet based on a floor area ratio of 0.82; 500 square feet per employee and 11,800 employees; \$171 assessed value per square foot; \$48.60 sales per square foot; 75% room occupancy rate.
- **General Office** – 344 acres with 2,832,097 square feet in the remainder of the corridor based on a floor area ratio of 0.21; 95% long term occupancy rate; 250 square feet per employee and 10,800 total employees; \$98 assessed value per square foot; annual lease rate of \$20.00 per square foot and 75% of the space available for lease with the remainder owner-occupied.
- **Light Industrial/Warehouse** – 178.08 acres in Woolf Crossing with 1,474,000 square feet based on a floor area ratio of 0.20; 90% long term occupancy rate; 1,000 square feet per employee and 1,330 total employees; \$25 taxable sales per square foot; \$65 assessed value per square foot; annual lease rate of \$4.20 per square foot with 100% of the space available for lease.

- **Heavy Industrial** – 237.3 acres with 1,963,000 square feet in Woolf Crossing, and 4,360 acres with 36,085,000 square feet in the remainder of the corridor based on a floor area ratio of 0.20; 90% long term occupancy rate; 700 square feet per employee and 48,900 total employees; \$74 assessed value per square foot; annual lease rate of \$7.20 per square foot with 75% of the space available for lease and the remainder owner-occupied.
- **Business Park** – 332.0 acres with 3,435,000 square feet in the remainder of the corridor based on a floor area ratio of 0.25; 90% long term occupancy rate; 500 square feet per employee and 6,180 total employees; \$94 assessed value per square foot; annual lease rate of \$10.80 per square foot with 50% of the space available for lease and the remainder owner-occupied.

Residential Development and Population. In total, the residential portions of the Loop 303 Corridor include 275 acres of low density single family development in Woolf Crossing that could result in 504 new units and a population of 1,500, along with 370 acres of low density single family in the remainder of the corridor which would support 450 units and a population of about 1,350. An occupancy rate of 96 percent was assumed for all residential. The information below details the assumptions used in the model by residential density level.

- **Low Density Suburban (1 to 2.5 units)** – 444.7 total acres with 2.04 units per acre; 3.12 persons per unit with a total of 816 units; average home value of \$270,900 per unit.
- **Rural Residential (0 to 1 units)** – 200 total acres with 0.77 units per acre; 3.12 persons per unit with a total of 139 units; average existing home value of \$309,150 per unit.

Other Development. Woolf Crossing also includes plans for a 5.2 acre park and a 16.7 acre elementary school site to support the adjacent residential development.

2.2 Fiscal Assumptions

The fiscal model created to assess the impacts of the Loop 303 annexation area was based on current and historical budgets for the City of Glendale. Historical trends were analyzed for eight previous fiscal years. The model reflects a long term sales tax rate of 2.2 percent. Revenue and expenditure line items in the General Fund, Streets, Transportation Sales Tax, Police and Fire Special Revenue Funds were included since these funds will be most impacted by the annexation. The model does not include any construction costs for new infrastructure, but does include relevant maintenance costs for the new street miles that would be added as the property develops. Based on the mix of land uses and the miles of existing streets, the model assumes 5.55 total street miles in Woolf Crossing and 37.24 street miles in the remainder of the annexation area at build out.

Various drivers were tested for each of the revenue and expenditure items in the model. In this way, consistent rates were developed that could be applied to the socioeconomic data for the proposed annexation area. In many cases an average of rates over the past several years was used. It is important to note that current expenditures are below historic levels due to the recession and reduced revenues. In most cases, an average of current and previous years was used in the model to better reflect long term conditions. However, some revenue and expenditure items increased at rates that were less consistent over time, or experienced permanent increases or decreases due to operational or other changes. In these cases, rates from more current budget years were used to accurately reflect current conditions. The rates and basis for all revenue and expenditure line items are shown in Figure 5.

Many of the revenue and expenditure line items are driven by population, or by “service population”, which includes both population and employment. This is because many of the services provided by the City, as well as the various types of revenues that local governments depend on, are proportional to the number of people living and working there. In some cases, population may be weighted more heavily than employment since some services are used proportionally more by residents.

Major line items that are not driven by population or employment include property tax which is a function of assessed value; sales tax which is a function of taxable sales; and a variety of permits and service charges that are a function of construction costs. On the expenditure side, planning is a function of construction value and population, and engineering and building safety are a function of annual construction. Transportation is a function of street miles and population, and the HURF funded portion of Field Operations is a function of street miles. Police is a function of calls for service by type of land use and implied staffing at that call level based on police department standards in Glendale. Fire costs are based on call volumes for similar areas within the existing city and were provided by the fire department.

It is important to note that market conditions over the next 20 years could significantly affect the projected land use and hence property and sales tax revenues resulting from the annexation area. The assumptions used in this analysis are fairly conservative and thus differences between the assumptions and actual conditions are likely to result in higher assessed values rather than lower. Also, since the exact timing for build out of this property is not known, the fiscal results are presented in current dollars.

FIGURE 5
FISCAL IMPACT MODEL DRIVERS AND RATES
GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
GENERAL FUND		
Taxes and Fees		
Property Tax	assessed value	$0.002252 * ((16\% * \text{vacant land value}) + (10\% * \text{residential value}) + (20\% * \text{comm/ind value}))$
City Sales Tax	taxable sales per square foot, retail share	$\text{sales per square foot} * \text{square footage by type} * \text{retail share} * 2.2\% + (\text{lease rate} * \text{square footage by type} * \text{lease share} * 2.2\%) + (2.2\% * 65\% * \text{construction value}) + (7.2\% * \text{hotel/motel sales})$
Utility Franchise Fees	service population	$\$7.794 * (\text{population} + \text{employment})$
Cable Franchise Fees	service population	$\$4.675 * (\text{population} + \text{employment})$
Intergovernmental		
State Income Tax	Census population (will be 0 except for res. projects)	\$135.81 per capita, no impact until after Census
State Sales Tax	Census population (will be 0 except for res. projects)	\$86.87 per capita, no impact until after Census
Auto Lieu	population	$\$39.11 * \text{population}$
Highway User Fees	population	$\$56.42 * \text{population}$
LTA	population	$\$4.16 * \text{population}$
Grants (Transportation)	population	$\$2.26 * \text{population}$
Licenses and Permits		
Sales Tax Licenses	retail employment	$\$12.03 * \text{retail employment}$
Liquor License Fees	retail employment	$\$3.64 * \text{retail employment}$
Business License	employment	$\$0.774 * \text{employment}$
Bus./Prof License	office employment	$\$5.42 * \text{office employment}$
Building Permits	construction value (80%), service population (20%)	$(\$0.0041 * \text{construction value}) + (\$0.573 * (\text{population} + \text{employment}))$
Traffic Engineering Plan	building permits	$3.47\% * \text{building permit revenues}$
Right of Way Permits	building permits	$29.04\% * \text{building permit revenues}$
Charges for Services		
Plan Check Fees	building permits	$79.53\% * \text{building permit revenues}$
Engineering Plan Check	construction value	$\$0.0016 * \text{construction value}$
Misc CD Fees	building permits	$10.93\% * \text{building permit revenues}$
Planning/Zoning Fees	building permits	$22.57\% * \text{building permit revenues}$
Library Fines/Fees	population	$\$1.24 * \text{population}$
Staff & Admin Chargebacks	service population	$\$13.297 * (\text{population} * 2 + \text{employment})$
Fire Department Fees	service population	$\$6.429 * (\text{population} * 2 + \text{employment})$
Arena Fees	not modeled	
Recreation Fees	population	$\$7.312 * \text{population}$
Rental Income	service population	$\$1.907 * (\text{population} + \text{employment})$
Fines and Forfeitures		
Court Revenues	service population	$\$4.037 * (\text{population} * 3 + \text{employment})$
Other Revenues		
Misc. Revenue	service population, % of HURFs	$\$1.714 * (\text{population} * 2 + \text{employment}) + (0.21\% * \text{HURF revenues})$
Transit Revenue	population	$\$0.534 * \text{population}$
Investment Income	previous year ending balance	$1.5\% * \text{previous year ending balance}$
Administrative Services		
Administration	other admin svcs	$3.41\% * \text{other administrative services}$
Finance	tax revenues	$3.55\% * \text{tax revenues}$
Information Technology	City FTEs @ 0.0036 per (population*2 + employment)	$\$1655.39 * \text{City FTEs}$
Management & Budget	City FTEs @ 0.0036 per (population*2 + employment)	$\$353.49 * \text{City FTEs}$
Human Resources	FTE growth	$\$1197.86 * \text{City FTE growth}$
Lease Pmts/Other Fees	City FTEs @ 0.0036 per (population*2 + employment)	$\$1231.36 * \text{City FTEs}$
Internal Services		
City Manager	svc population (pop*2)	$\$1.99 * (\text{population} * 2 + \text{employment})$
City Auditor	Finance	$10.89\% * \text{finance expenditures}$
Intergovernmental Programs	current levels inflated, only impacted for whole city	
Facilities and Financial Management		
Marketing & Communications	service population	$\$4.78 * (\text{population} * 2 + \text{employment})$
Economic Development	new jobs created	$\$135.09 * \text{job growth}$
Community Development		
CD Administration	other community development expenditures	$3.46\% * \text{development services expenditures}$
Building Safety	const. value	$\$0.0063 * \text{construction value}$
Planning	const. value (80%), svc pop (20%)	$(\$0.0037 * \text{construction value}) + \$0.9195 * (\text{population} + \text{employment})$

FIGURE 5
FISCAL IMPACT MODEL DRIVERS AND RATES
GENERAL FUND, STREETS, TRANSPORTATION SALES TAX AND POLICE AND FIRE SPECIAL REVENUE FUNDS

Revenue/Expenditure Item	Driver	Rate/Basis for Calculation
Mayor/Council		
Mayor & Council	population growth	\$21.60 * population growth
City Clerk	service population	\$1.138 * (population*2 + employment)
City Court	service population	\$4.84 * (population*3 + employment)
City Attorney	population	\$12.12 * population
Public Safety		
Police and Support Services	calls for service based on land use, 1 officer per 965 calls	\$148,259 * police staff
Fire	calls for service for comparable area	information provided by fire department
Homeland Security	population	\$3.86 * population
Community Services		
Community Services Administration	other community services expenditures	1.12% * community services expenditures
Code Compliance	service population	\$4.45 * (population + employment)
Parks & Recreation	population	\$25.29 * population
Park Maintenance	park acres	\$2293.05 * park acres
Community Partnerships	population	\$3.97 * population
Library & Arts	population	\$32.51 * population
Public Works		
Public Works Administration	other public works expenditures	0.59% * public works expenditures
Field Operations	street miles, City FTEs	(\$73,312 * street centerline miles) + (\$3459.63 * City FTEs)
HazMat Incidence Response	service population	\$0.0553 * (population*2 + employment)
Engineering	const. value (70%), svc pop (30%)	(\$0.0049 * construction value) + \$2.86 * (population*2 + employment)
Transportation	street miles (80%), service population (20%)	(\$155,788 * street centerline miles) + \$5.39 * (population*2 + employment)
Non-Departmental		
Transfer to Airport	City FTEs @ 0.0036 per (population*2 + employment)	\$491.58 * City FTEs
Transfer to Civic Center Fund	GF revenues	0.003% * general fund revenues
Transfer to Housing	GF revenues	0.29% * general fund revenues
Transfer to Transportation	GF revenues	0.29% * general fund revenues
	GF revenues	0.43% * general fund revenues

Note: service population = population + employment.

3.0 IMPACT RESULTS

3.1 Impact Results-Woolf Crossing

At build out, Woolf Crossing would result in a small negative net fiscal impact to the City of (\$324,000) per year with expenditures exceeding revenues by about 15 percent. Although the property would generate some sales taxes from the neighborhood retail and a moderate amount of property taxes, these are not sufficient to meet the expenditure requirements for the development, particularly the residential component which in isolation creates a negative net impact.

- In terms of sales tax, the 217,800 square feet of neighborhood retail space could generate taxable sales of \$50 million per year. There could be an additional \$19 million in taxable leases from the retail and industrial space, as well as a small amount of taxable sales from the light industrial space resulting in a total of about \$1.5 million per year in sales tax revenues (Figure 6).
- With the addition of a total of 3.7 million square feet of retail and industrial space combined, the increase in assessed value is estimated at \$234.3 million. The residential component adds \$132.3 million in assessed value, resulting in a total of about \$151,000 per year in property tax revenues to the General Fund. Detailed impact results are shown in Appendix A. There would be interim construction sales tax and other construction-related fee revenues that are not included here since they are non-recurring. This analysis is intended to reflect long term annual impacts.
- The largest on-going general fund expenditures for this area would be street maintenance (shown in the transportation and field operations line items from the streets and transportation sales tax funds), police and fire. Annual police and fire costs are estimated at \$517,000 to serve Woolf Crossing.
- Woolf Crossing would also include 5.55 miles of additional streets, resulting in about \$1.3 million in annual maintenance expenditures in the streets and transportation sales tax funds, as shown in the impact results. This is based on an estimated average maintenance cost of \$229,100 per mile provided by the city transportation department.

**FIGURE 6
SOCIOECONOMIC IMPACTS
LOOP 303 CORRIDOR**

	Woolf Crossing	Remainder of Corridor	Area Not Annexed
Housing Units	504	451	0
Population	1,509	1,351	-
Employment	4,383	86,662	5,660
Emp./Pop Ratio	NA	85.10	NA
Total Noresidential Square Feet	3,654,801	52,814,670	3,348,788
Retail Square Feet	217,778	4,547,664	282,269
Police Staff	1.3	26.4	1.9
Officers	1.3	18.4	1.89
Additional Staff	0	8.0	0
Taxable Sales (millions)	\$70.40	\$1,215.86	\$60.93
Taxable Hotel/Motel Sales (millions)	\$0.00	\$194.40	\$30.43
Assessed Value (millions)	\$366.55	\$4,415.78	\$368.69
City Maintained Road Miles	5.55	37.24	2.00

Sources: Applied Economics, 2012.

3.2 Impact Results-Remainder of Corridor

At build out, the remainder of the corridor could generate a positive net fiscal impact to the City of \$20.7 million per year, with revenues exceeding expenditures by about 48 percent. The property is predominantly industrial but also includes a sizeable amount of commercial and hotel space that would generate a significant amount of both sales and property tax. Although the area includes some residential development, it is a relatively small component compared to the amount of nonresidential development.

- In terms of sales tax, the 4.5 million square feet of general commercial and heavy commercial space could generate taxable sales of \$779.6 million per year. The hotel/motel space could generate an additional \$194.4 million in taxable sales per year. The hotel/motel sales would generate bed tax at a rate of 5 percent (in addition to regular 2.2 percent sales tax). In addition, lease revenues from retail as well as office, heavy industrial and business park space add another \$241.8 million per year in taxable sales resulting in annual sales and bed tax revenues to the City of \$36.5 million. Sales taxes make up 84 percent of total revenues generated by this annexation area.
- With the addition of 52.8 million square feet of nonresidential space plus 450 housing units, assessed value is estimated at \$4.4 billion, resulting in about \$2.3 million per year in property tax revenues to the General Fund. Other significant revenue sources include utility and cable franchise fees, sales tax licenses and other business licenses, and administrative chargebacks. There would be interim construction sales tax and other construction-related fee revenues that are not included here since they are non-recurring.
- The largest on-going general fund expenditures for this area would be police, fire and street maintenance (shown in the transportation and field operations line items from the streets and transportation sales tax funds). These items make up 70 percent of total expenditures. Annual police and fire service costs for this annexation area are estimated at \$7.2 million at build out based on average costs in the existing city. There would be additional one-time costs for public safety for stations, vehicles and equipment not shown here that would be paid for through impact fees and other funds. The 37.24 miles of new streets that are projected to be added to this area would result in \$8.5 million in annual maintenance costs based on a rate of \$229,100 per mile.

3.3 Impact Results-Area Not Annexed

Currently there are six properties comprising 996 acres that are opting out of the proposed annexation. Most of these properties are within the Luke AFB noise contours and are designated as Luke Compatible Land Use (shown here as heavy industrial). Properties outside the Luke Compatible area include Virgin Partners Farms with 144 acres designated as entertainment/mixed use, and 640 acres held by Allen Ranch which will likely remain as agriculture given its proximity to the end of the runway. All total, the 996 acres not included in the annexation could result in 3.3 million square feet of nonresidential space, of which 1.9 million would be heavy industrial or business park space. The area could generate about \$60.9 million in taxable sales, including \$30.4 million in hotel/motel sales. It could also generate an estimated \$319.5 million in additional assessed value, based on the proposed uses.

The annual net impacts for these combined properties are estimated at \$2.0 million per year with revenues exceeding expenditures by 58 percent. Primary revenues include \$2.9 million in annual sales and bed taxes and \$165,000 in property taxes. The expenditures for this area are relatively minimal. Police and fire costs are estimated at about \$485,000 per year, contingent on the assumed mix of land uses. Street maintenance costs for the additional 2 miles of streets projected for this area are estimated at \$458,000.

3.2 Summary

Over the long term, the Loop 303 Corridor Annexation would generate a sizeable positive net fiscal impact on the City of Glendale given that projected development includes predominantly nonresidential land uses and includes a sizeable amount of retail/commercial space. The cost of city services is generally less for nonresidential development than for residential development, and the ratio of sales tax generating uses to other types of uses is often the key factor in determining the fiscal impacts. The amount of property and sales tax revenues generated by the future development in the proposed annexation area are more than enough to cover the cost of services for the two areas combined, although Woolf Crossing alone does not generate a positive impact. Should future development plans or market conditions change significantly, the projected impact results could be quite different, but based on the assumptions used here this area overall is fiscally sustainable, and would be a positive addition to the city in terms of net fiscal impacts.

APPENDIX A

APPENDIX A
CITY OF GLENDALE ANNUAL NET IMPACT
GENERAL, STREETS, TRANSPORTATION SALES TAX, POLICE AND FIRE SPECIAL REVENUE FUNDS
LOOP 303 CORRIDOR

Revenues/Expenditures	WoOLF Crossing	Remainder of Corridor	Area Not Annexed
REVENUES	\$2,175,673	\$43,460,457	\$3,341,758
Taxes and Fees			
Property Tax	\$151,142	\$2,251,028	\$165,128
Sales Tax (2.2%)	\$1,548,839	\$36,468,985	\$2,861,881
Utility Franchise Fees	\$47,781	\$713,685	\$45,895
Cable Franchise Fees	\$28,661	\$428,100	\$27,530
Intergovernmental			
State Income Tax	\$0	\$0	\$0
State Sales Tax	\$0	\$0	\$0
Auto Lieu Tax	\$61,414	\$54,973	\$0
Highway Users Revenue	\$88,577	\$79,287	\$0
LTAF (Lottery)	\$6,533	\$5,848	\$0
Grants (Transportation)	\$3,555	\$3,183	\$0
Licenses and Permits			
Sales Tax Licenses	\$6,474	\$291,911	\$27,971
Liquor License Fees	\$1,959	\$88,316	\$8,462
Business License	\$3,531	\$69,810	\$4,559
Bus./Prof License	\$0	\$60,726	\$5,084
Building Permits	\$3,514	\$52,485	\$3,375
Traffic Engineering Plan	\$122	\$1,823	\$117
Right of Way Permits	\$1,020	\$15,241	\$980
Charges for Services			
Plan Check Fees	\$2,795	\$41,742	\$2,684
Engineering Plan Check	\$0	\$0	\$0
Misc CD Fees	\$384	\$5,734	\$369
Planning/Zoning Fees	\$793	\$11,844	\$762
Library Fines/Fees	\$1,947	\$1,743	\$0
Staff & Admin Chargebacks	\$102,393	\$1,236,272	\$78,299
Fire Department Fees	\$39,414	\$588,710	\$37,858
Recreation Fees	\$11,479	\$10,275	\$0
Rental Income	\$11,691	\$174,617	\$11,229
Fines and Forfeitures			
Court Revenues	\$37,425	\$381,010	\$23,772
Other Revenues			
Misc. Revenue	\$13,390	\$159,566	\$10,095
Transit Revenue	\$838	\$750	\$0
Investment Income	\$0	\$262,792	\$25,706
EXPENDITURES	\$2,499,748	\$22,722,166	\$1,390,989
Administrative Services			
Administration	\$6,295	\$98,312	\$6,924
Finance	\$63,095	\$1,415,817	\$110,122
Information Technology	\$45,308	\$547,035	\$34,646
Management & Budget	\$9,675	\$116,814	\$7,398
Human Resources	\$32,785	\$395,841	\$25,071
Lease Pmts/Other Fees	\$33,702	\$406,911	\$25,772
Internal Services			
City Manager	\$15,327	\$185,051	\$11,720
City Auditor	\$6,868	\$154,114	\$11,987
Intergovernmental Programs	\$0	\$0	\$0
Facilities and Financial Management			
Marketing & Communications	\$36,795	\$444,250	\$28,136
Economic Development	\$0	\$0	\$0
Community Development			
CD Administration	\$195	\$2,916	\$188
Building Safety	\$0	\$0	\$0
Planning	\$5,637	\$84,196	\$5,414
Mayor/Council			
Mayor & Council	\$33,915	\$30,358	\$0
City Clerk	\$8,726	\$105,361	\$6,673

APPENDIX A
CITY OF GLENDALE ANNUAL NET IMPACT
GENERAL, STREETS, TRANSPORTATION SALES TAX, POLICE AND FIRE SPECIAL REVENUE FUNDS
LOOP 303 CORRIDOR

Revenues/Expenditures	Woolf Crossing	Remainder of Corridor	Area Not Annexed
City Court	\$44,875	\$456,858	\$28,504
City Attorney	\$19,024	\$17,028	\$0
Public Safety			
Police	\$194,173	\$3,910,019	\$279,920
Fire	\$322,364	\$3,281,874	\$204,762
Homeland Security	\$6,056	\$5,421	\$0
Community Services			
Community Services Administration	\$1,528	\$5,521	\$293
Code Compliance	\$27,250	\$407,025	\$26,175
Parks & Recreation	\$39,708	\$35,544	\$0
Park Maintenance	\$12,406	\$0	\$0
Community Partnerships	\$6,234	\$5,580	\$0
Library & Arts	\$51,045	\$45,691	\$0
Public Works			
Public Works Administration	\$8,784	\$64,157	\$3,557
Field Operations	\$518,009	\$3,983,698	\$224,956
HazMat Incidence Response	\$426	\$5,144	\$326
Engineering	\$17,519	\$261,670	\$16,827
Transportation	\$941,096	\$6,537,496	\$355,930
Non-Departmental	\$13,454	\$162,446	\$10,288
Transfers			
Transfer to Airport	(\$569)	(\$11,359)	(\$873)
Transfer to Civic Center Fund	(\$6,216)	(\$124,168)	(\$9,547)
Transfer to Housing	(\$6,340)	(\$126,641)	(\$9,738)
Transfer to Transportation	(\$9,402)	(\$187,816)	(\$14,442)
OVERALL NET OPERATING IMPACT	(\$324,075)	\$20,738,290	\$1,950,769
as percent of revenue	-15%	48%	58%



Legislation Description

File #: 15-007, Version: 1

COUNCIL SELECTION OF VICE MAYOR

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Purpose and Recommended Action

In accordance with the Charter and pursuant to City Council Guidelines, Council will designate among its members a Vice Mayor. The Mayor will accept a motion or motions, call for a second, and conduct a vote of the Council that shall, by virtue of assent of a majority, designate one of its members as Vice Mayor.

Background

Mayor and Council adopted the City Council Guidelines at the May 26, 2009 Council meeting and amended Section 8 pertaining to selection of the Vice Mayor on August 13, 2013. The Guidelines regarding the appointment of a Vice Mayor, Section 8, state as follows:

The Vice Mayor is selected by a majority vote of the Council. Effective August 13, 2013, at the first workshop of January of each year the Council will consider the appointment of a Vice Mayor for the year, with the Vice Mayor serving a calendar year term (January to January). At that workshop nominations for Vice-Mayor will be discussed by the Council. If nominations are indicated by Councilmembers at the workshop, a formal nomination and selection process will be placed on the agenda for the next regular voting meeting following the workshop. If the Vice Mayor vacates the position for any reason, the selection for replacement will proceed in a timely fashion following the process above and the selected Councilmember will serve for the remainder of the one-year term.

The Glendale City Charter provides for the composition of the Council. The Charter states:

Art. II, Sec. 7. Vice Mayor: The council shall designate one (1) of its members as vice mayor, who shall serve in such capacity at the pleasure of the council. The vice mayor shall perform the duties of the mayor during the mayor's absence or disability.

Previous Related Council Action

At the January 6, 2015 Workshop, nominations for Vice Mayor were discussed by Council.