



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Voting Meeting Agenda City Council

*Mayor Jerry Weiers*  
*Vice Mayor Ian Hugh*  
*Councilmember Jamie Aldama*  
*Councilmember Samuel Chavira*  
*Councilmember Ray Malnar*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

---

Tuesday, January 26, 2016

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

#### POSTING OF COLORS

#### 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.

#### 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.

#### APPROVAL OF THE MINUTES OF JANUARY 12, 2016 VOTING MEETING

1.      **16-013**      APPROVAL OF THE MINUTES OF THE JANUARY 12, 2016 VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk

**Attachments:** Meeting Minutes of January 12, 2016

## **BOARDS, COMMISSIONS AND OTHER BODIES**

### **APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES**

**PRESENTED BY: Councilmember Lauren Tolmachoff**

2.      **16-011**              BOARDS, COMMISSIONS & OTHER BODIES  
                                 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

### **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.      **15-834**              AUTHORIZATION TO APPROVE THE PURCHASE OF ANNUAL  
                                 MAINTENANCE SUPPORT FROM TCS AMERICA, INC., FOR THE TAX  
                                 MANTRA SYSTEM  
                                 Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
                                 **Attachments:**              Annual Maintenance Support Agreement
4.      **16-003**              AUTHORIZATION FOR AN INCREASE IN EXPENDITURE OF FUNDS WITH  
                                 SHI INTERNATIONAL CORP.  
                                 Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
  
                                 **Attachments:**              Linking Agreement C-9179
5.      **15-841**              AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES  
                                 AGREEMENT WITH CAROLLO ENGINEERS, INC., AND APPROVE THE  
                                 EXPENDITURE OF FUNDS FOR CITYWIDE WATER METER VAULT  
                                 IMPROVEMENTS  
                                 Staff Contact: Craig A. Johnson, P.E., Director, Water Services  
  
                                 **Attachments:**              Professional Services Agreement
6.      **16-012**              AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES  
                                 AGREEMENT WITH BLACK & VEATCH CORPORATION AND APPROVE THE  
                                 EXPENDITURE OF FUNDS FOR DESIGN AND CONSTRUCTION  
                                 ADMINISTRATION SERVICES FOR FILTER AND FINISHED WATER PUMP  
                                 STATION IMPROVEMENTS AT THE OASIS WATER TREATMENT PLANT  
                                 Staff Contact: Craig A. Johnson, P.E., Director, Water Services  
  
                                 **Attachments:**              Professional Services Agreement
7.      **15-849**              AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH  
                                 SWAINE ASPHALT CORPORATION FOR SPEED CUSHION INSTALLATION  
                                 Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** Construction Agreement  
Bid Tabulation

8.     **15-850**     AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH UTILITY CONSTRUCTION COMPANY, INC., FOR THE STREETLIGHT INFILL PROJECT  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** Construction Agreement  
Bid Tabulation

#### CONSENT RESOLUTIONS

9.     **15-848**     RESOLUTION 5063: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT RIGHT OF WAY LICENSE  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:** Resolution 5063  
Right of Way License

10.    **16-009**     RESOLUTION 5064: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION FOR COMMUNITY ACTION PROGRAM FUNDING  
Staff Contact: Erik Strunk, Director, Community Services

**Attachments:** Resolution 5064  
Amendment No. 1

11.    **16-005**     RESOLUTION 5065: AUTHORIZATION TO ACCEPT A VICTIMS OF CRIME ACT GRANT FOR CRIME VICTIM SERVICES 2015 FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND ENTER INTO SUB-GRANT AWARD AGREEMENT NO. 2015-180  
Staff Contact: Debora Black, Police Chief

**Attachments:** Resolution 5065  
VOCA 2015-180

12.    **16-006**     RESOLUTION 5066: AUTHORIZATION TO ACCEPT A VICTIMS OF CRIME ACT GRANT FOR VICTIM ASSISTANCE CRISIS INTERVENTION PATROL EXPANDED PROGRAM FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND ENTER INTO SUB-GRANT AWARD AGREEMENT NO. 2015-236  
Staff Contact: Debora Black, Police Chief

**Attachments:** Resolution 5066  
VOCA 2015-236

#### ORDINANCES

13.     **15-847**           ORDINANCE 2973: ADOPT AN ORDINANCE UPDATING THE CITY'S  
SIGNATURE AUTHORITY FOR BANKING TRANSACTIONS  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments:       Ordinance 2973

#### NEW BUSINESS

14.     **16-008**           COUNCIL SELECTION OF VICE MAYOR  
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

#### REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

#### 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)).



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

---

**File #:** 16-013, **Version:** 1

---

APPROVAL OF THE MINUTES OF THE JANUARY 12, 2016 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

# City of Glendale

*5850 West Glendale Avenue  
Glendale, AZ 85301*



## Meeting Minutes - Draft

**Tuesday, January 12, 2016**

**6:00 PM**

**Voting Meeting**

**Council Chambers**

### **City Council**

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Ray Malnar*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

**Present:** 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Ray Malnar, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

Also present were Richard Bowers, Acting City Manager; Jennifer Campbell, Assistant City Manager; Tom Duensing, Interim Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk.

**PLEDGE OF ALLEGIANCE****PRAYER/INVOCATION**

The invocation was offered by Father Joseph Bui from St. Louis the King Catholic Church and School.

**CITIZEN COMMENTS**

Charlene Krushinsky, the principal of St. Louis Catholic School, said they are celebrating their 50th year in Catholic education.

James Deibler, a Phoenix resident, said he is frustrated by the bus strike and said it has left thousands of people stranded without a ride to school and work. He said he is sick and tired about the strike, and he hoped the parties can come to an agreement soon. He said he would like to see the RPTA take over the Phoenix routes.

**APPROVAL OF THE MINUTES OF DECEMBER 8, 2015 VOTING MEETING AND DECEMBER 15, 2015 SPECIAL VOTING MEETING**

1. [15-818](#) APPROVAL OF THE MINUTES OF DECEMBER 8, 2015 VOTING MEETING AND DECEMBER 15, 2015 SPECIAL VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk

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

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Mayor Weiers moved item numbers 24 and 26 to be heard before the rest of the Consent Agenda.

24. [15-843](#) RESOLUTION 5059: AUTHORIZATION TO ENTER INTO A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL  
Staff Contact: Sam McAllen, Director, Development Services

RESOLUTION NO. 5059 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 A DEVELOPMENT AGREEMENT WITH LEGACY TRADITIONAL SCHOOL - GLENDALE; AND DIRECTING THAT THE CITY CLERK RECORD ANY AND ALL NECESSARY DOCUMENTS.

Mr. McAllen said this is a request to adopt a Resolution to enter into a development agreement with Legacy Traditional School. Legacy Traditional School wishes to construct a charter school on the northeast corner of 67th Avenue and Thunderbird Road. The vehicular traffic is intended to queue on the school's property using available space in the school's parking lots. Legacy Traditional School has agreed to the terms of the development agreement.

Councilmember Malnar said this item is in his district and wanted this item heard separately so residents would know what was going on at that location. He explained there has been concern about the traffic. He said this Resolution is necessary so there isn't high traffic congestion at this location. He asked if the school was anticipating about 1,500 students.

Mr. McAllen said the development agreement cites a maximum of 1,280 students.

Councilmember Malnar said that was quite a bit of traffic and wanted to let the public know the City has taken action to correct any potential issues with this school.

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

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**26.     [16-010](#)**

RESOLUTION 5061: AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT FOR PARKING WITH BETHANY 101, LLC FOR THE USE OF 10 ACRES AT THE SOUTHWEST CORNER OF BETHANY HOME ROAD AND THE 95TH AVENUE ALIGNMENT

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5061 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 AGREEMENT ENTITLED "LICENSE AGREEMENT" WITH BETHANY 101, LLC FOR CERTAIN TEMPORARY PARKING RIGHTS.

Mr. Friedline said this item is for authorization of a license agreement with Bethany 101, LLC, for use of 10 acres at the southwest corner of Bethany Home Road and the 95th Avenue alignment for temporary parking. He explained the City has a contractual obligation with Arizona Sports and Tourism Authority and the Arizona Cardinals to provide 11,000 parking spaces during the games. The City also has a contractual obligation to provide 5,500 parking spots for arena events. He said on January 16th, there will be a dual event and extra parking spaces will be needed. He said 1,200 parking spaces will be provided at a cost of \$15,000.

Councilmember Tolmachoff asked this item be heard separately so the public would understand that property was recently acquired right next to this location, but the property will not be ready for quite some time to accommodate the City's parking obligations.

Mr. Friedline said that is correct and they will be working on improving that land for parking purposes by next season.

**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, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

Councilmember Aldama requested item number 14 be heard separately.

**14.     [15-823](#)**

**AUTHORIZATION FOR A BUDGET APPROPRIATION CONTINGENCY  
TRANSFER TO CAPITAL PROJECTS BUILDING MAINTENANCE  
RESERVE FOR VARIOUS CRITICAL OR SAFETY-RELATED REPAIR  
AND REPLACEMENT PROJECTS AT CITY FACILITIES  
Staff Contact: Jack Friedline, Director, Public Works**

Mr. Friedline said this item is seeking Council approval for a budget appropriation transfer from the General Fund Contingency to the General Fund Capital Programs. He said this request is for various safety-related capital repairs and replacements. He said initially staff allocated a building maintenance reserve of \$500,000. The past budgeting for these types of issues has been underfunded and Council approval is being requested for bare bones essential items.

Councilmember Aldama said he pulled this item because he recognized the importance of completing these projects. He asked where citizens go to get a copy of the spreadsheet provided to the Councilmembers, titled FY15-16 Building Maintenance Repair and Replacement Projects.

Mr. Friedline said he would be happy to provide that information to anyone who contacts him to request it. He said staff can also make the information available on the City's website.

Councilmember Aldama asked if this information would be available through Follow Your Money.

Mr. Duensing said the listing of projects is in the documents that are posted for public use on tonight's agenda under this Item.

Councilmember Aldama said he just wanted the citizens watching to know where that document can be found.

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

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

## **CONSENT AGENDA**

Mayor Weiers recognized and introduced Troop 742 who was in the audience tonight and who was working on their Citizenship Badge.

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 2 through 19.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 20 through 23 and 25

2.     [15-812](#)     APPROVE SPECIAL EVENT LIQUOR LICENSES, ARIZONA HAMMERS SOCCER CLUB, INC.  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
3.     [15-813](#)     APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN PARISH  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
4.     [15-814](#)     APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN COUNCIL 11738 KNIGHTS OF COLUMBUS  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
5.     [15-824](#)     APPROVE SPECIAL EVENT LIQUOR LICENSE, KNIGHTS OF COLUMBUS COUNCIL 7114  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
6.     [15-826](#)     APPROVE LIQUOR LICENSE NO. 5-18497, OM FOOD & GAS  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
7.     [15-827](#)     APPROVE LIQUOR LICENSE NO. 5-18373, NOSH  
Staff Contact: Vicki Rios, Interim Director, Finance and Technology  
**This agenda item was approved.**
8.     [15-811](#)     AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF INDUSTRIAL AND MRO SUPPLIES

FROM WEST-LITE SUPPLY CO., INC.

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

9. [15-844](#) AMENDMENT #2 TO CONTRACT C-9241 EMERGENCY HOME REPAIR PROGRAM ADMINISTERED BY HABITAT FOR HUMANITY CENTRAL ARIZONA

Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

10. [15-846](#) AUTHORIZATION TO RELOCATE THE CITY COUNCIL WORKSHOPS TO THE CITY COUNCIL CHAMBERS

Staff Contact: Jennifer Campbell, Assistant City Manager

This agenda item was approved.

11. [15-816](#) AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR MONTHLY PAYMENTS MADE TO MARICOPA COUNTY FOR PRISONER DETENTION SERVICES AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

12. [15-837](#) AUTHORIZATION TO RATIFY THE EXPENDITURE OF FUNDS FOR PAYMENT OF REQUIRED UPGRADES AND QUARTERLY OPERATING AND MAINTENANCE COSTS, AND PROVIDE EXPENDITURE AUTHORIZATION FOR FUTURE PAYMENTS NECESSARY IN FISCAL YEAR 2015-16 FOR THE REGIONAL WIRELESS COOPERATIVE

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

13. [15-836](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE ASSOCIATES CONSULTING ENGINEERS, DOING BUSINESS AS DIBBLE ENGINEERING, AND APPROVE THE EXPENDITURE OF FUNDS FOR ARROWHEAD RANCH SEWER LINE AND MANHOLE REHABILITATION (PHASE I)

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

This agenda item was approved.

15. [15-825](#) AWARD OF BID 15-71 TO WESCO DISTRIBUTION FOR THE SUPPLY OF LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

16. [15-828](#) AUTHORIZATION FOR THE RATIFICATION OF EXPENDITURES WITH ACCESS SECURITY SYSTEMS INTERNATIONAL, INC., FOR SECURITY AND FIRE ALARM MONITORING AND MAINTENANCE SERVICES  
Staff Contact: Jack Friedline, Director, Public Works  
  
This agenda item was approved.
17. [15-829](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT FOR COOPERATIVE PURCHASE OF OFF ROAD EQUIPMENT CUTTING EDGES AND CUTTING TOOL ATTACHMENTS WITH BRANCO MACHINERY CO.  
Staff Contact: Jack Friedline, Director, Public Works  
  
This agenda item was approved.
18. [15-830](#) AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF STREETLIGHT MONITORING NODES (PHOTOCELLS) FROM ACUITY BRANDS LIGHTING, INC., DOING BUSINESS AS HOLOPHANE  
Staff Contact: Jack Friedline, Director, Public Works  
  
This agenda item was approved.
19. [15-831](#) AWARD OF BID 15-71 TO BORDER STATES ELECTRIC FOR THE SUPPLY OF HIGH PRESSURE SODIUM (HPS) AND LIGHT EMITTING DIODE (LED) STREETLIGHT LUMINAIRES  
Staff Contact: Jack Friedline, Director, Public Works  
  
This agenda item was approved.

#### CONSENT RESOLUTIONS

20. [15-819](#) RESOLUTION 5055: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 5145 WEST ORANGEWOOD AVENUE  
Staff Contact: Jack Friedline, Director, Public Works  
  
RESOLUTION NO. 5055 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 MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 5145 WEST ORANGEWOOD AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.  
  
This agenda item was approved.
21. [15-820](#) RESOLUTION 5056: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A

DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7771 NORTH 49TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5056 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 MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN THE CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7771 NORTH 49TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

**This agenda item was approved.**

**22.**     [15-821](#)

RESOLUTION 5057: AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7100 WEST HILLCREST BOULEVARD

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5057 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 MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7100 WEST HILLCREST BOULEVARD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

**This agenda item was approved.**

**23.**     [15-815](#)

RESOLUTION 5058: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES

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

RESOLUTION NO. 5058 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 ENTITLED, "MASTER STUDENT PLACEMENT AGREEMENT" WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY, UNIVERSITY OF ARIZONA, AND NORTHERN ARIZONA UNIVERSITY FOR STUDENT EDUCATIONAL OPPORTUNITIES.

**This agenda item was approved.**

**25.**     [15-845](#)

RESOLUTION 5060: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY

HUMAN SERVICES DEPARTMENT FOR FY 15-16 HOME INVESTMENT  
PARTNERSHIPS PROGRAM

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5060 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 AN INTERGOVERNMENTAL AGREEMENT FOR SERVICES WITH MARICOPA COUNTY, ADMINISTERED BY ITS HUMAN SERVICES DEPARTMENT, FOR THE HOME INVESTMENT PARTNERSHIPS (HOME) PROGRAM.

**This agenda item was approved.**

Approval of the Consent Agenda

**A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 2 through 13, 15 through 19 and Consent Resolution Item Numbers 20 through 23 and 25. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

**ORDINANCES**

27.     [15-842](#)     ORDINANCE 2972: ADOPT AN ORDINANCE TO AMEND CHAPTER 2 (ADMINISTRATION), ARTICLE 5 (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES) OF THE GLENDALE CITY CODE

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

ORDINANCE NO. 2972 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 CITY CODE, CHAPTER 2 (ADMINISTRATION), ARTICLE V (FINANCIAL AFFAIRS), DIVISION 4 (INVESTMENT OF FUNDS), SECTION 2-186 (INVESTMENT POLICIES; RESPONSIBILITIES); AND ESTABLISHING AN EFFECTIVE DATE.

Ms. Rios said this Ordinance will amend Chapter 2 of the City Code. She said this Ordinance ties the maximum maturity of any investment of the City's funds to the State statute that also governs the same. It allows for, if the state changes the statute and increases or decreases that maximum maturity, the City would not have to come back to amend the City Code, it would just tie to that statute. She said this does not change the City's policy. The City Code has provisions that it will always follow the Council-adopted policy. This will tie the maximum to that statute, but in order to make any actual change to the City's own investment policy, it will still come back to Council for approval.

Mayor Weiers asked Ms. Hanna to read the Ordinance.

Ms. Hanna said she read Ordinance No. 2972.

Mayor Weiers asked her to re-read the Ordinance to get everything back in sequence.

Ms. Hanna re-read Ordinance No. 2972.

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

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

## RESOLUTIONS

28. [15-840](#)

### RESOLUTION 5062: AMENDMENT TO THE CITY'S INVESTMENT POLICY

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

RESOLUTION NO. 5062 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED "INVESTMENT POLICY FOR THE CITY OF GLENDALE"; AND ESTABLISHING AN EFFECTIVE DATE.

Ms. Rios said this Resolution is to amend the City's investment policy. The most significant policy change is to increase the maximum maturity level to 5 years. She said it does have a provision that the weighted average maturity of the City's investments would remain at 3 years. There are a number of other changes to the investment policy, and those changes were discussed with Council at the December 15, 2015 Workshop.

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

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

## REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, to hold the next regularly scheduled City Council Workshop on Tuesday, January 19, 2016, at 1:30 p.m., in the City Council Chambers, to be followed by an Executive Session pursuant to ARS 38-431.03. The motion carried by the following vote:**

**Aye:** 7 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Chavira, Councilmember Malnar, Councilmember Tolmachoff, and Councilmember Turner

## COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama reminded everyone the holiday lights won't be on much longer but don't let it stop you from visiting downtown Glendale. There are many restaurants and businesses to visit in the downtown area. He said the City has a lot to offer. He said his February mobile office hours will be held at William C. Jack Elementary School, from 5 p.m. to 6:30 p.m., at 6600 W. Missouri Avenue in the Library.

Councilmember Chavira thanked the citizens and everyone from out-of-state who attended the recent sports events in the City. He also invited everyone to attend the honorary street dedication of Dr. Martin Luther King Blvd on Friday, January 15, 2016 at 11:00 a.m. The ceremony will be at the intersection of 95th Avenue and Maryland and parking is available. He reminded everyone to be nice.

Councilmember Malnar said the City will be holding a reception for him on Tuesday, January 19, 2016, at 5:00 p.m. and invited everyone especially his constituents out to talk with him.

Councilmember Tolmachoff congratulated staff on a successful college football championship. She said it was a great game. She also thanked the Coyotes management organization. She said the Coyotes were kind enough to move the start time of their hockey game to the afternoon this weekend in order accommodate the large crowds due to the dual event.

Councilmember Turner reminded his constituents about the next Barrel District meeting on Thursday, January 14, 2016 from 6 to 8 p.m. at Fruit Packing Shed Gallery at Sahuaro Ranch Park. He said it will be an opportunity to view the ongoing Juried Arts Show. He hoped to see everyone there.

Mayor Weiers thanked both the Fire and Police Chiefs for the job they did on the recent games. He said they did an outstanding job and showed the world that Glendale is capable of handling these large events. He said he was very proud of the Cardinals for getting to the Playoff games. He hoped they make it to the Super Bowl this year.

## **ADJOURNMENT**

Mayor Weiers adjourned the meeting at 6:40 p.m.



## Legislation Description

---

**File #: 16-011, Version: 1**

---

### **BOARDS, COMMISSIONS & OTHER BODIES**

Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

#### **Purpose and Recommended Action**

This is a request for City Council to approve the recommended appointments to the following boards, commissions and other bodies that have a vacancy or expired term and for the Mayor to administer the Oath of Office to those appointees in attendance.

#### **Aviation Advisory Commission**

Mel Strahl	Mayoral	Appointment	01/26/2016	11/24/2016
------------	---------	-------------	------------	------------

#### **Citizens Transportation Oversight Commission**

Tom Schmitt - Chair	Yucca	Appointment	03/26/2016	03/26/2017
Tom Schmitt	Yucca	Reappointment	03/26/2016	03/26/2018
Francis Johnson	Cholla	Reappointment	03/26/2016	03/26/2018

#### **Commission on Persons with Disabilities**

Diane Lesser - Chair	Cactus	Reappointment	02/26/2016	02/26/2017
Brian Pirooz - Vice Chair	Cholla	Appointment	02/26/2016	01/26/2017

#### **Community Development Advisory Committee**

Matthew Verslius - Chair	Barrel	Appointment	04/26/2016	04/26/2017
Dorlisa Dvorak - Vice Chair	Ocotillo	Appointment	04/26/2016	04/26/2017

#### **Judicial Selection Advisory Board**

Christina Rubalcava - Chair	Cholla	Appointment	11/29/2015	11/29/2016
Dr. Francis Sisti - Vice Chair	Cholla	Appointment	11/29/2015	11/29/2016

#### **Library Advisory Board**

Christian Allen	Mayoral	Appointment	01/26/2016	05/27/2016
-----------------	---------	-------------	------------	------------

#### **Parks & Recreation Advisory Commission**

Lorrie Moreno - Vice Chair	Yucca	Appointment	04/09/2016	04/09/2017
----------------------------	-------	-------------	------------	------------

#### **Personnel Board**

Linda Gomez	Cholla	Reappointment	01/26/2016	01/23/2018
-------------	--------	---------------	------------	------------

#### **Planning Commission**

Steve Johnson - Chair	Cactus	Reappointment	03/26/2016	03/26/2017
Arthur Dobbelaere - Vice Chair	Cholla	Appointment	03/26/2016	03/26/2017
Arthur Dobbelaere	Cholla	Reappointment	03/26/2016	03/26/2018

**General Plan Steering Committee - Update Ending Term Date**

Emmanuel Allen	Cactus	Appointment	09/01/2016
Mark Burdick	Yucca/Sahuaro	Appointment	09/01/2016
Miles Charles	Cholla	Appointment	09/01/2016
David Coble	Cholla	Appointment	09/01/2016
Arthur Dobbelaere	Cholla	Appointment	09/01/2016
Amanda Froes	Sahuaro	Appointment	09/01/2016
John Geurs	Ocotillo	Appointment	09/01/2016
Noel Griemsmann	N/A	Appointment	09/01/2016
James Grose	Cholla	Appointment	09/01/2016
Rick Harper	Sahuaro	Appointment	09/01/2016
Robert Heidt	Cholla	Appointment	09/01/2016
Gary Hirsch	Cactus	Appointment	09/01/2016
Chuck Jared	Cactus	Appointment	09/01/2016
Darrin Lacey	Sahuaro	Appointment	09/01/2016
Bruce Larson	Mayoral	Appointment	09/01/2016
Barbara Lentz	Sahuaro	Appointment	09/01/2016
Danielle Martinez	Sahuaro	Appointment	09/01/2016
Reginald Martinez	Barrel	Appointment	09/01/2016
Elizabeth Medina	Barrel	Appointment	09/01/2016
Randy Miller	Mayoral	Appointment	09/01/2016
Martin Nowakowski	Yucca	Appointment	09/01/2016
Edwin Nyberg	Cholla	Appointment	09/01/2016
Rebecca Ontiveros	Ocotillo	Appointment	09/01/2016
Brian Pirooz	Cholla	Appointment	09/01/2016
Scott Richmond	Mayoral	Appointment	09/01/2016
Alicia Rubio	Ocotillo	Appointment	09/01/2016
Tom Schmitt	Yucca	Appointment	09/01/2016
Leslie Sheeler	Ocotillo	Appointment	09/01/2016
Francis Sisti	Cholla	Appointment	09/01/2016
Charles Whiffen	Barrel	Appointment	09/01/2016
Kenneth Wixon	Cactus	Appointment	09/01/2016
Jacoba Worsdell	Ocotillo	Appointment	09/01/2016
Erminie Zarra	Mayoral	Appointment	09/01/2016



## Legislation Description

---

**File #: 15-834, Version: 1**

---

**AUTHORIZATION TO APPROVE THE PURCHASE OF ANNUAL MAINTENANCE SUPPORT FROM TCS AMERICA, INC., FOR THE TAX MANTRA SYSTEM**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to approve the purchase of annual maintenance support from TCS America, Inc. for the Tax Mantra system for one year under contract number C-7108 for an amount not to exceed \$165,677, and authorize the City Manager to execute any documents necessary to implement the maintenance contract for the period of February 9, 2016 through February 8, 2017.

**Background**

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc., for the city's sales tax and licensing system software. The City uses the sales tax and licensing software to manage taxpayer information, process tax returns and business license renewals, monitor outstanding receivables and delinquencies, and identify potential audit cases. Annual maintenance provides technical support, software updates and fixes, and upgrade rights. The contract allows for the continuation of maintenance annually upon mutual agreement by both parties.

**Analysis**

TCS America, Inc. is the creator of the Tax Mantra software and currently provides the much needed maintenance and support. It is common in the software industry for the software maintenance to be provided only by the creator of the system because the software is proprietary and firms typically do not license other companies to provide support services. This software maintenance and support is necessary to continue to use the Tax Mantra system for the next year.

**Previous Related Council Action**

On January 27, 2015, February 28, 2014, and February 12, 2013, City Council approved the annual maintenance support and expenditures for the Tax Mantra system.

On August 11, 2009, City Council awarded contract number C-7108 to TCS America, Inc. for the Tax Mantra sales tax and licensing system software.

**Community Benefit/Public Involvement**

The Tax Mantra system captures taxpayer account information, tracks tax return filings and payments,

delinquencies, licensing, and business information.

**Budget and Financial Impacts**

The annual maintenance support cost is budgeted in the Technology Replacement fund.

Cost	Fund-Department-Account
\$165,677	2591-18401-522700, Technology Replacement

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

## Tax Mantra - Glendale

### Change Control Form

<b>Change Request #: 015</b> <b>TCS Contract Reference:</b> <b>B-2010-83773</b>		<b>Priority:</b> High		<b>Request Date:</b> 25-Nov-2015	
<b>Requested By:</b> Susan Matousek				<b>Date Required By:</b>	
<b>Summary Description:</b> This change request is for extension of Tax Mantra AMC support for City of Glendale from 9 <sup>th</sup> Feb, 2016 till 8 <sup>th</sup> Feb, 2017.					
<b>Detailed Description:</b> The current AMC contract between TCS and City of Glendale is due to expire on 08-Feb-2016. The contract provides an option for additional years of AMC. City has opted for AMC services for Year 5 starting 09-Feb-2016 to 08-Feb-2017.					
<b>Assumptions:</b> 1) This Change Request form is made pursuant to the MSA between TCS and City of Glendale effective 16-Nov-2009. 2) Support Parameters will be the same as per schedule B "Support Plan for Annual Maintenance Contract for City of Glendale" of the MSA.					
<b>Payment terms:</b> AMC amount will be invoiced at the beginning of AMC year.					
<b>Estimates Valid Till Date:</b> 08-Feb-2016		<b>Evaluation Completed:</b> Yes		<b>Estimated Duration:</b> TBD	
<b>Estimated cost:</b> USD 165,677		<b>Planned Delivery Date:</b> TBD			
<b>Actions Required to Implement:</b> As per the detailed description above.					
<b>Resource Assignment:</b>				<b>Project Plan / Project Schedule Updated:</b>	
<b>Other Impacted Projects</b>	<b>Assessor</b>	<b>Change to Deliverables</b>	<b>Change to Milestones Payment terms</b>	<b>Implications (cost, effort, time, etc)</b>	
<b>Change Approval</b>		City <i>See Attached Signature Page</i> Signature Name & Title		Tata America International Corporation Signature Name & Title	

TAX MANTRA GLENDALE

TATA America International Corporation

CITY OF GLENDALE,  
an Arizona municipal corporation

Printed Name: Pushpa S. Hegde  
Title: General Manager

12/30/2015

\_\_\_\_\_  
Richard A. Bowers  
Acting City Manager

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

ATTEST:

\_\_\_\_\_  
Pamela Hanna  
City Clerk





## Legislation Description

---

**File #: 16-003, Version: 1**

---

### **AUTHORIZATION FOR AN INCREASE IN EXPENDITURE OF FUNDS WITH SHI INTERNATIONAL CORP.**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

#### **Purpose and Recommended Action**

This is a request for City Council to authorize an increase in expenditure authority with SHI International Corp. (SHI) in the amount of \$265,054 under linking agreement C-9179. This amount is budgeted and will be paid for from the Technology Replacement Fund (TRF). The City uses SHI for the procurement of software maintenance, licensing, web security, email security and virtual server licensing for City-wide servers. In addition, the City uses SHI to purchase individual software licenses as needed by departments.

#### **Background**

SHI provides software licenses, maintenance and support from several vendors including Adobe, Oracle, Microsoft, VMWare, and Sophos. In March of 2015, Council approved expenditure authority with SHI in the amount of \$1,087,000 per year under linking agreement C-9179. Staff is requesting an additional \$265,054 in expenditure authority under this agreement for the purchase of software licenses or subscriptions as approved by the City's Technology Steering Committee to meet operational needs.

The IT Steering Committee approved a project for this year allowing the City to upgrade its Microsoft Office 365 subscriptions to provide the City with the Office Productivity Suite, additional eDiscovery functionality to meet legal requirements, email encryption required by state law, and enhanced security software. Previously, users were assigned Office suite software on an ala carte basis tailored to their job requirements. Due to a change in the Microsoft licensing requirements, users must now be assigned all software in a specific license type. This resulted in an increase in the license fees. In addition, the Technology Steering Committee approved several projects this year which will require the city to purchase additional technology, including software licenses. The previous SHI expenditure amount approved by Council did not include these new software licensing fees which were not anticipated during the annual planning process.

SHI is currently the sole state contract provider for the procurement of software licenses, maintenance and support from several vendors including Adobe, Oracle, Microsoft, VMWare, and Sophos. The city's linking agreement (C-9179) with SHI is based on state contract (ADS011-007500), which the city has been able to use through a cooperative purchasing arrangement. 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.

**Previous Related Council Action**

On August 12, 2014, Council approved Linking Agreement C-9179 with SHI International Corp., the purchase of the renewal of the City's Microsoft EA Agreement in the amount of \$275,661.78, and the City's Oracle PeopleSoft renewal in the amount of \$540,252.64.

On March 24, 2015, Council approved expenditure authority with SHI in the amount of \$1,087,000 per year.

**Community Benefit/Public Involvement**

Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services. Purchasing of additional software licenses allows the city to use its technology to serve the public while remaining compliant with all vendor licensing requirements.

**Budget and Financial Impacts**

This amount is budgeted for and will be paid for from the Technology Replacement Fund (TRF). Amounts for future fiscal years will fluctuate based on licensing usage and organization needs.

Cost	Fund-Department-Account
\$265,054	2591-18401-522700, Technology Replacement Fund

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  
SHI INTERNATIONAL CORP.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of August 12, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and SHI International Corp., a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. The \_\_\_\_\_ State \_\_\_\_\_ of Arizona on June 3, 2011 entered into Contract Number ADSP011-007500, and subsequently the parties entered into various amendments to the contract (collectively, the "SHI Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the SHI Contract without further public bidding, and the SHI 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 SHI Agreement.

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 State of Arizona under the SHI Contract, Contractor consents to the City's utilization of the SHI 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 Agreement, the parties agree as follows:

1. Term of Agreement. This Agreement is effective as of the date first set forth above and will expire on August 31, 2019, or the date the SHI Contract expires, whichever occurs first.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor will provide City the supplies, goods or services identified in the SHI Contract at the prices Contractor provides the State of Arizona under the SHI Contract.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the SHI Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the SHI Contract are incorporated in this Linking Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the SHI Contract.

3. Future Purchases.


- a) The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the SHI Contract. City and Contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the State of Arizona under the SHI Contract. The City will comply with all applicable laws and regulations regarding procurement and approval of such purchases.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS OF THIS AGREEMENT, the parties have executed the Agreement as of the date and year set forth above.


**"City"**

City of Glendale, an Arizona  
municipal corporation

By: 


**"Contractor"**

SHI International Corp.,  
a New Jersey corporation

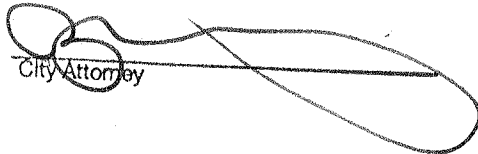
By: 

Name: Cassie Skelton

Title: Contract Specialist

**ATTEST:**  
  
City Clerk

Approved as to form

  
City Attorney



## Legislation Description

---

**File #: 15-841, Version: 1**

---

**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CAROLLO ENGINEERS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR CITYWIDE WATER METER VAULT IMPROVEMENTS**

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

**Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Carollo Engineers, Inc., and approve expenditure of funds in an amount not to exceed \$206,366 to design and provide related engineering services to repair 33 large water meter vaults.

**Background**

The city currently has 202 large meter vaults city-wide. These meter vaults provide a safe and secure surrounding for city-owned water meters. The meter vaults are installed underground and provide adequate space to safely maintain the meter infrastructure. In addition, the vaults provide a secure environment to prevent damage or tampering to water meters and protect pedestrian and vehicular traffic.

A typical vault is made from concrete blocks or precast concrete walls. The city performed a condition assessment on the 202 vaults and determined 124 are in need of repair. The city has prioritized the vaults into repair groups based on age and current condition. This will be a multi-year/multi-phase project. This is the second group (phase 2A) to rehabilitate 33 vaults and associated appurtenances.

**Analysis**

Carollo Engineers, Inc., was selected from the pre-qualified Engineering Consultants On-Call List to provide the design services for phases 1, 2A, 2B, and 3. Engineering services are contracted for each phase separately.

This action will authorize the Acting City Manager to enter into a professional services agreement with Carollo Engineers, Inc. and approve expenditure of funds.

**Previous Related Council Action**

On February 25, 2014, Council approved a Professional Services Agreement with Carollo Engineers, Inc. to provide design and construction administration services for citywide meter vault improvements (phase 1).

**Community Benefit/Public Involvement**

A pro-active approach to repairing or replacing meter vaults ensures the system remains fully functional in the delivery of the high-quality water produced at the city's water treatment plants and minimizes potential

service interruptions.

**Budget and Financial Impacts**

Funds are available in the Water Services FY 2015-16 Capital Improvement Plan budget.

Cost	Fund-Department-Account
\$206,366	2400-61047-551200, Citywide Meter Vault Imp

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## PROFESSIONAL SERVICES AGREEMENT

Project 111217 - Glendale City-Wide Meter Vaults - Phase 2A  
Design and Construction Administration and Inspection Services

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Carollo Engineers, Inc., a Delaware Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2016 ("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.

Contractor must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section. Contractor, and on behalf of any subcontractors, warrants compliance with this section.

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 \$206,366.00 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.** For the duration of the term of this Agreement, Contractor shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Contractor, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. Automobile Liability: Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. Professional Liability. Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. Worker's Compensation: Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
  - b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
  - c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.
- 8.3 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Contractor has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.
- 8.4 Waiver of Subrogation. **Contractor hereby agrees to waive its rights of subrogation which any insurer may acquire** from Contractor by virtue of the payment of any loss. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Contractor, its employees, agent(s) and subcontractor(s).
- 8.5 Verification of Coverage. Within 15 days of the Effective Date of this Agreement, Contractor shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Contractor's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.
- Contractor's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Contractor to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.
- 8.6 Subcontractors. Contractor shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.
- 8.7 Special Risk or Circumstances. The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Contractor, the Project or the insurer.

## 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:

Brian Bernard, P.E., MBA  
Carollo Engineers, Inc.  
4600 E. Washington Street, Suite 500  
Phoenix, Arizona 85034

- 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 Michael Johnson, Project Manager  
5850 West Glendale Avenue, Suite 315  
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 one-and-a-half-year (1.5) initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional one (1) year. 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 Agreement period. Price adjustments will only be reviewed during the Agreement the thirty (30)-day period and will be a determining factor for any renewal. 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: Richard A. Bowers  
Its: Acting City Manager

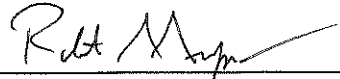
ATTEST:

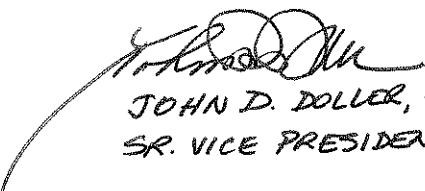
\_\_\_\_\_  
Pamela Hanna (SEAL)  
City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Michael D. Bailey  
City Attorney

Carollo Engineers, Inc.,  
a Delaware corporation

  
\_\_\_\_\_  
By: Robert A. Ardizzone, P.E.  
Its: Vice President

  
JOHN D. DOLLER, P.E.  
SR. VICE PRESIDENT

**EXHIBIT A**  
**Professional Services Agreement**

PROJECT

(Cover Page)

**CITY OF GLENDALE, ARIZONA**  
**CITY-WIDE METER VAULT IMPROVEMENTS – PHASE 2A**  
**EXHIBIT B - DESIGN AND CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES**

**FINAL**

**SECTION I – PROJECT DESCRIPTION**

Through the utilization of a qualified Consultant (Carollo), working with city staff, the City of Glendale (City) is intent on developing and implementing design and construction documents for this project that meet the City's service needs and the budget of the project. The development of a project construction cost estimate will be a requirement for the project. The project construction cost estimate will include all costs for construction of on-site improvements.

The City has been experiencing a number of issues with aging infrastructure with meter vaults and equipment within their water distribution system. The City contacted Carollo to design improvements for the meter vaults based on a City Water Department assessment of the facilities. The overall City-Wide Meter Vault Improvement project includes 124 meter vaults that have been prioritized into three categories; Priority 1 (37 meter vaults - design complete), Priority 2A (33 meter vaults), Priority 2B (34 meter vaults), and Priority 3 (20 meter vaults) based on the urgency for the required improvements. The City has asked Carollo to complete the project under a phased approach that aligns with the prioritized rankings. The Phase 2A portion of the project will include the 33 meter vaults that attached as Exhibit D and generally include the efforts to:

- Collect existing site information, photographs, and water atlas sections for the 33 "Priority 2A" meter vault locations. The City will submit to Carollo the necessary information such as record drawings, maintenance or repair records, front-end bid documents, specifications, General Notes, and details to assist with the design process.
- Development of a 30% Design Submittal outlining the design concepts that will be developed for the Priority 2A recommended improvements.
- Develop an Opinion of Probable Cost for the Recommended Improvements at 30% Design milestone.
- Development of final Design Documents (90% Design and Final Design) and Specification notes to allow the City to solicit construction bids for the recommended improvements.
- Develop an Opinion of Probable Cost for the Recommended Improvements at the Final Design milestone.
- Engineering Services during the Bid Phase.
- Part-time Construction Administration and Inspection Services for the 33 Phase 2A sites.

The following Scope of Services describes Carollo's professional services associated with Phase 2A of the City of Glendale, Arizona City-Wide Meter Vault Improvement project. There are no Phase 1, Phase 2B, or Phase 3 efforts included in the Scope of Services or Fee Proposal. The Scope of Service addresses the facility components associated with the existing water meter vaults at 33 identified Priority 2A locations only. The following project tasks detail the Scope of Services for Phase 2A of the City-Wide Meter Vault Improvement project.

METER NUMBER	MANFL	SIZE	ADDRESS	YEAR INSTALLED	Q.S	DESCRIPTION	PRIORITY
1270300	RW	3"	4860 BETHANY HOME RD	1988	21-17	Needs new lid, set sidewalk level, new meter & valve assembly	2
27481296	RW	3"	5003 MARLETTE AVE S	1988	21-17	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1290938	RW	3"	6004 NORTHERN AVE	1989	25-14	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1270944	RW	3"	6740 DIANA AVE	1989	26-12	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1143972	RW	3"	5312 MOUNTAIN VIEW RD	1988	28-16	Needs new lid, set sidewalk level, new meter & valve assembly	2
1352602	RW	3"	6231 59TH AVE B	1990	21-15	Needs a larger vault set to sidewalk level, new meter & valve assembly (vault in sidewalk)	2
METER NUMBER	MANFL	SIZE	ADDRESS	YEAR INSTALLED	Q.S	DESCRIPTION	PRIORITY
78919020	Omni C2	4"	5824 EUGIE AVE	2015	32-15	Needs new lid, lid does need to be sidewalk level. COG staff replaced gate valves & meter on 8/12/15	2
1247569	RW	4"	5125 56TH AVE	1989	19-15	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248204	RW	4"	5220 43RD AVE	1989	19-16	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248799	RW	4"	6565 BETHANY HOME RD	1989	20-13	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248205	RW	4"	6105 56TH AVE	1989	21-15	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248794	RW	4"	6530 OCOTILLO RD	1989	22-13	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248203	RW	4"	6842 61ST AVE A	1989	22-14	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248208	RW	4"	7300 51ST AVE A	1989	23-16	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248798	RW	4"	7320 99TH AVE	1989	23-4	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1248209	RW	4"	6828 DIANA AVE	1989	26-12	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2
1169150	RW	4"	10020 59TH AVE S	1988	28-14	Needs new lid, new meter & valve assembly, lid does not need to be sidewalk level. Remove 1" tap off the 2" copper by-pass, tap 12" water main on 59th Ave for separate 1" service line to meter 1169150.	2
1248795	RW	4"	10401 63RD AVE	1989	28-14	Needs new lid, lid does need to be sidewalk level, new meter & valve assembly	2
1248792	RW	4"	4826 MOUNTAIN VIEW RD	1989	28-18	Needs new lid, does not need to be set sidewalk level, new meter & valve assembly	2

1248796	RW	4"	17624 51ST AVE	1989	37-16	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1159169	RW	4"	15500 63RD AVE	1989	35-13	Needs new lid needs to be sidewalk level, new meter & valve assembly	2
1273749	RW	4"	6816 BETHANY HOME RD A	1990	21-12	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1318193	RW	4"	4620 NORTHERN AVE	1990	25-18	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1318783	RW	4"	7300 51ST AVE B	1990	23-16	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1273728	RW	4"	7109 45TH AVE	1990	23-18	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1273750	RW	4"	6033 BETHANY HOME RD	1990	20-14	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
METER NUMBER	MANUF.	SIZE	ADDRESS	YEAR INSTALLED	Q.S.	DESCRIPTION	PRIORITY
1260458	RW	6"	7550 47TH AVE	1989	24-17	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1301198	RW	6"	5044 57TH AVE	1989	19-15	Needs new lid, does not have to be sidewalk level, new meter & valve assembly	2
77042795	Omni C2	6"	5401 51ST AVE	2015	19-17	Needs new lid, lid does need to be sidewalk level. COG staff replaced gate valves & meter on 4/22/15	2
1301071	RW	6"	4808 PALO VERDE DR	1989	20-17	Needs new lid, does not have to be sidewalk level, new meter & valve assembly	2
1301069	RW	6"	6816 BETHANY HOME RD B	1988	21-12	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2
1301070	RW	6"	5802 ROYAL PALM RD	1989	25-14	Needs new lid, lid needs to be level with parking lot, new meter & valve assembly	2
1301198	RW	6"	5211 UNION HILLS DR	1989	38-16	Needs new lid, does not need to be sidewalk level, new meter & valve assembly	2

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

(Cover Page)

**CITY OF GLENDALE, ARIZONA  
CITY-WIDE METER VAULT IMPROVEMENTS – PHASE 2A  
EXHIBIT B - DESIGN AND CONSTRUCTION ADMINISTRATION AND INSPECTION SERVICES  
NOVEMBER 2015**

**FINAL**

**SECTION I – PROJECT DESCRIPTION**

Through the utilization of a qualified Consultant (Carollo), working with city staff, the City of Glendale (City) is intent on developing and implementing design and construction documents for this project that meet the City's service needs and the budget of the project. The development of a project construction cost estimate will be a requirement for the project. The project construction cost estimate will include all costs for construction of on-site improvements.

The City has been experiencing a number of issues with aging infrastructure with meter vaults and equipment within their water distribution system. The City contacted Carollo to design improvements for the meter vaults based on a City Water Department assessment of the facilities. The overall City-Wide Meter Vault Improvement project includes 124 meter vaults that have been prioritized into three categories; Priority 1 (37 meter vaults - design complete), Priority 2A (33 meter vaults), Priority 2B (34 meter vaults), and Priority 3 (20 meter vaults) based on the urgency for the required improvements. The City has asked Carollo to complete the project under a phased approach that aligns with the prioritized rankings. The Phase 2A portion of the project will include the 33 meter vaults that attached as Exhibit D and generally include the efforts to:

- Collect existing site information, photographs, and water atlas sections for the 33 "Priority 2A" meter vault locations. The City will submit to Carollo the necessary information such as record drawings, maintenance or repair records, front-end bid documents, specifications, General Notes, and details to assist with the design process.
- Development of a 30% Design Submittal outlining the design concepts that will be developed for the Priority 2A recommended improvements.
- Develop an Opinion of Probable Cost for the Recommended Improvements at 30% Design milestone.
- Development of final Design Documents (90% Design and Final Design) and Specification notes to allow the City to solicit construction bids for the recommended improvements.
- Develop an Opinion of Probable Cost for the Recommended Improvements at the Final Design milestone.
- Engineering Services during the Bid Phase.
- Part-time Construction Administration and Inspection Services for the 33 Phase 2A sites.

The following Scope of Services describes Carollo's professional services associated with Phase 2A of the City of Glendale, Arizona City-Wide Meter Vault Improvement project. There are no Phase 1, Phase 2B, or Phase 3 efforts included in the Scope of Services or Fee Proposal. The Scope of Service addresses the facility components associated with the existing water meter vaults at 33 identified Priority 2A locations only. The following project tasks detail the Scope of Services for Phase 2A of the City-Wide Meter Vault Improvement project.

**SECTION II - PROJECT ASSUMPTIONS**

- City will provide to Carollo, as available, all relevant information that will aid in the progress of the project. This includes, but is not limited to, Technological Reports, Geotechnical Reports, Topographical Surveys, Property Legal Descriptions, Record Drawings, historical and current flow data.
- Carollo will proceed with the Detailed Design under the assumption that the project budget will support the engineering and construction costs of the Phase 2A of the City-Wide Meter Vault Improvement project.
- The Carollo Phase 2A Scope of Services and Fee Proposal are based on the Exhibit C – Preliminary Drawing List. The Scope of Services and Fee Proposal do not include additional design drawings or level of effort beyond that indicated in Exhibit C. Additional design effort, as indicated by the increase in the number of design drawings, by the City or due to agency review, is outside the Scope of Services of the project. If the City requests that Carollo develop additional drawings, a contract amendment will be negotiated for those services.

PROJECT ADMINISTRATION, ENGINEERING DESIGN, AND CONSTRUCTION SERVICES

- A Maricopa County (MCESD) Approval to Construct (ATC), Approval of Construction (AOC), Engineer's Certificate of Completion, and installation testing documentation will not be required for the project. If MCESD ATC/AOC is required for the project, the scope of work and compensation for those services will be negotiated at that time.
- Carollo will not perform aerial mapping, survey, or utility locating as part of this Scope of Services.
- Carollo will not perform site topographical surveys of any meter vault sites for this Scope of Services.
- Existing survey information and aerial mapping will be used to establish facility dimensions, elevations and site contours if necessary. Record drawings will be utilized to establish horizontal locations and vertical elevations of existing facilities. The Scope of Services will not include establishing the location of property lines based on existing legal descriptions and available survey reviews. No permanent horizontal and vertical control benchmarks will be established.
- Carollo has prepared this Scope of Services based on the understanding that the basis of design for the project will be agreed to, and finalized, following completion and acceptance of the basis of design (30% Design submittal) by the City staff.
- This project will be delivered using the traditional delivery method of Design-Bid-Build.
- Carollo has based the Scope of Services on submitting all deliverables in MS Word, MS Excel, and AutoCAD formats.
- Public involvement services will be contracted directly with the City and are not a part of this contract.
- Carollo will be responsible to the level of competency and standard of care deemed reasonable by competent Engineering companies performing the same or similar type work. Carollo and the City mutually agree that standard of care, as applied to design professional, will be defined as the ordinary and reasonable care required and established by expert testimony of what a reasonable and prudent professional would have done under the same or similar circumstances.
- Carollo has included a \$10,000.00 allowance for a Task 603 – Owner's Contingency. Compensation has been added for some/all of unforeseen or undefined circumstances and those efforts will be negotiated at the time of occurrence if they exceed the contingency funds if necessary.
- The City will be responsible for all permit application fees if applicable.

### **SECTION III - EXHIBIT A - SCOPE OF WORK (DESIGN AND CA&I)**

The following information is a description of the scope of work that the City expects Carollo to perform for this project. The services listed in this scope of work may include, but are not limited to, the following:

#### **SERIES 100 - PROJECT ADMINISTRATION AND MANAGEMENT SERVICES (DESIGN AND CA&I)**

Carollo will manage and control professional services to provide efficient completion of the project. For the Scope of Services we have assumed a six (6) month engineering and bid services period for Phase 2A of the project. The Project Administration and Management services during the Construction Administration and Inspection (CA&I) portion of the project (assumed 6 month duration) are also included under Series 100.

##### **Task 101 Meetings**

Description: During the project design effort, Carollo will hold and facilitate project meetings (or as necessary) to maintain the project budget and schedule; setting agendas and preparing and distributing meeting minutes. Meetings under the design services will include:

- (1) Carollo will hold and facilitate a Project Design Kick-Off meeting to establish the project schedule, introduce the project team, discuss design deadlines, establish initial design criteria, and hold a general discussion about the project objectives with the City. Carollo will set a meeting agenda, prepare, and distribute meeting minutes.
- (2) Carollo will hold and facilitate a 30% Design Review meeting to address City comments on the 30% design submittal.
- (3) Carollo will hold and facilitate a 90% Design Review meeting to address City comments on the 90% design submittal.
- (4) Carollo will hold and facilitate three (3) monthly conference call project meetings (or as necessary) during the detailed design effort to maintain the project budget, schedule, and discuss work complete and work planned. Carollo will set meeting agendas and prepare and distribute meeting minutes.

For the Phase 2A Construction Administration and Inspection Services, Carollo will perform the following project management and monitoring activities through the CA&I portion of the project (Series 400 and 600), as follows.

### **PROJECT ADMINISTRATION, ENGINEERING DESIGN, AND CONSTRUCTION SERVICES**

The City has stated that it is their intention to hold weekly construction update meetings on the project site(s). Carollo has been given direction from the City that they are to attend the construction update meetings on the dates/times that they overlap with regular on-site inspection efforts and invoice their time to Task 402 - Construction Inspection Services. On the dates/times when the City requires Carollo to attend the weekly update meetings and there is no overlap with inspection duties, Carollo will be compensated under Task 602 – Project Meeting Allowance. If the Task 602 efforts exceed the Project Meeting Allowance budget, the additional efforts will be negotiated at the time of occurrence.

Carollo will attend the following meetings with City representatives during the construction portion of Phase 2A of the project:

- Pre-Construction Meeting (1)
- System Shutdown Plan Development and Review Meeting (1)
- Construction Update Meetings (as necessary)

#### **Task 102 - Project Control and Reporting**

**Description:** Carollo will provide monthly progress reports, invoices, and an updated project schedule throughout the twelve (12) month (6 months design/bid and 6 months construction) duration of the project as follows:

**Monthly Progress Reports:** Carollo will submit a written monthly progress report to the City and Project Team during the entire design and construction period of the project. The monthly progress reports will identify the following: work completed since the previous report, project status, including scheduled and actual percent completion for the major tasks, dates of anticipated milestones, deliverables in the upcoming month.

**Monthly Invoices:** Carollo will submit monthly project billings for the duration of the project. The City will provide the format for invoices. Project invoices (along with progress reports) will be delivered to the City's Project Manager (Michael Johnson) no later than the 30<sup>th</sup> day of the month. The invoices will be consistent with the project tasks, project schedule, fee proposal, and projected billings. The invoice will identify the contract number and include the amount of each work task completed as identified in the approved fee proposal. The percent complete shall be determined using the project schedule, tasks, and fee proposal per tasks. The total invoice submitted shall be less than or equal to the report that details the task percent complete with the associated cost. The invoice will show the amounts previously billed, the amount due for the current period, the project balance and the percent complete per tasks.

Carollo will submit one hard copy invoice to Michael Johnson, Project Manager, City of Glendale Engineering Department, 5850 West Glendale Avenue, Glendale, Arizona 85301.

#### **Task 103 - Project Design Schedule**

**Project Design Schedule:** Carollo will prepare and maintain a project design schedule after meeting with the designated City project manager (referred to as "Project Manager") to determine appropriate submittal deadlines and to coordinate project submissions. Carollo will prepare a significant design event calendar within fourteen (14) days of the Notice to Proceed (NTP). The initial design schedule will show the original start date with initial completion date as a reference. One copy of the original overall schedule with original time line and data dates shall be submitted at the Project Design Kick-Off meeting.

**Deliverables:** The deliverables for Series 100 – Project Administration and Management Services include:

- Monthly Project Reports (13)
- Monthly Invoices (13)

#### **SERIES 200 – DATA COLLECTION**

**Description:** Carollo will request from the City and collect existing documentation, reports, and design information (not field data) for the 33 Priority 2A meter vault locations. The Data Collection task will include, collecting record drawings, maintenance or repair records, front-end bid documents, specifications, General Notes, details, and other necessary information to assist with the design process.

**Deliverables:** There are no expected deliverables for Series 200 – Data Collection.

## **SERIES 300 - DETAILED DESIGN**

**NOTE:** The Scope of Services for the Detailed Design services (Series 300) presented herein are based on a Design-Bid-Build method of project delivery.

Carollo will conduct a series of tasks in preparation of the development of a Preliminary (30%) Design submittal for Phase 2A of the City-Wide Meter Vault Improvement project. To the fullest extent possible, the City will provide all available data, reports, information, etc., that could supplement the efforts of the development of the preliminary and detailed designs. The City will provide a single point of contact for returning compiled and summarized design review comments to Carollo. The City will provide comments on the proposed design concepts in a timely fashion to facilitate the overall project schedule, including but not limited to concepts, City codes, design criteria, numbering systems, materials, equipment, allowable manufacturers, and/or design features.

After the Preliminary (30%) Design is reviewed and accepted by the City, it shall become the basis for the Detailed Design services. Any changes made after acceptance of the Preliminary (30%) Design will be added to the Detailed Design services of this contract by amendment at the City's request.

**Description:** Carollo will prepare the detailed design documents, after the City approves the Preliminary Design package and construction cost estimate. The detailed design documents will consist of plans, elevations, other drawings, and specification notes to fix and illustrate the size and character of the entire project including the kinds of materials; types of structures; mechanical systems; and such other work as may be appropriate. The detailed design services will include a multi-discipline design approach, as described by the following. Detailed drawings, specification notes, and typical details will be developed for each discipline as follows:

**Drawings:** Design drawings will be two-dimensional (2-D) in AutoCAD format, with content as defined herein. Full-size drawings will be in accordance with the City-approved CAD standards and formats. Electronic copies of drawings will be provided on CD, with interim submittals in PDF format and final submittal in AutoCAD format.

**Technical Specification Notes:** Technical specification notes will be developed and added to the design drawings to set the special conditions and technical requirements for construction of the project. Specifications will be based on the 16-Division format of the Construction Specifications Institute (CSI), and developed in Carollo's standard formats.

For the basis of this Scope, it was assumed that the front-end specification (Division 0 and 1) requirements are based on the City of Glendale Supplemental General Conditions, which will be supplemented by the Engineers Joint Contract Documents Committee (EJCDC) General Conditions, where appropriate.

**Typical Details:** Carollo will develop and compile "typical" or "standard" details to supplement the design drawings. Typical details will be based on City or Maricopa Association of Governments (MAG) details, supplemented by Carollo's standard details when necessary. Typical detail callouts on design drawings will be identified by applicable typical detail number.

### **Task 301 - Existing Site Investigation and Assessment (Field Data)**

**Description:** Carollo will perform a site investigation and assessment of the existing conditions at each meter vault location. The existing conditions assessment will include evaluation of pertinent above ground or in-vault equipment, valves, meters, vaults, and ancillary materials being considered for replacement on the project. Task 301 does not include the assessment of isolation valves, backflow preventers, or existing service lines. Carollo will take photographs of each location for use in the detailed design drawings. Task 301 does not include Scope or Fee for assistance with traffic control, lane closures, traffic shutdowns, traffic detours, police assistance, or any type of traffic diverting effort. If any of these services are required, they will be added to the contract under Task 600 – Allowance Services and negotiated at that time.

### **Task 302 - Preliminary (30%) Design Submittal**

**Description:** Carollo will develop a 30% Design milestone submittal that is consistent with the criteria established in the Project Design Kickoff Meeting. The 30% Design submittal will outline the City-Wide Meter Vault Improvement project design concept and submittal format, including conceptual 30% design drawings of the proposed facilities (design improvements). The review of the Preliminary (30%) Design will be held at a Preliminary (30%) Design Review Meeting with the City. An Opinion of Probable Construction Cost will be developed and submitted to the City at the 30% Design milestone. The Preliminary Design phase will be

considered complete once the City has approved the submitted design drawings and agrees that the construction cost estimate is within the established project budget.

**Deliverables:** Preliminary (30%) Design submittal and Preliminary (30%) Design Review Meeting minutes.

**Task 303 – Preliminary (30%) Design Submittal Opinion of Probable Cost**

**Description:** An Opinion of Probable Construction Cost will be developed and submitted to the City at the Preliminary (30%) Design milestone.

**Task 304 – Detailed Design (90% Submittal) Drawings**

**Description:** Carollo will produce a PDF file and submit the 90% Design drawings and Specification notes to the City for review and comment at the 90% Design Review Meeting. The 90% submittal will be based on the design concepts from the approved Preliminary Design Report. Six (6) sets of the full-size plans will be for submission to the City of Glendale. Agency review sets will be sealed and stamped with "FOR AGENCY REVIEW ONLY - NOT FOR CONSTRUCTION" or similar note. All applicable departmental review fees will be paid for by the City. For the basis of this Scope of Services, it is assumed that one (1) City Building Department submittal will be required.

**Deliverables:** 90% Design drawing submittal and 90% Design Review Meeting minutes.

**Task 305 – Detailed Design (Final Submittal) Drawings**

**Description:** For the Final (100%) Design drawings and Specification notes, Carollo will finalize, seal, and submit five (5) copies of all design drawings and specification notes in the appropriate format following receipt of all review comments provided by the City. The Final design drawing submittal will incorporate review comments provided by the City at the 90% submittal Design Review Meeting. Electronic copies of final drawings in AutoCAD format will also be provided on CD.

**Deliverables:** Final (100%) Design Drawing and Specification note submittal.

**Task 306 – Detailed Design (Final Submittal) Opinion of Probable Cost**

**Description:** An Opinion of Probable Construction Cost will be developed and submitted to the City at the Final (100%) Design milestone.

**Deliverables:** Final (100%) Design Opinion of Probable Construction Cost.

The Detailed Design Phase will be considered complete when the City has approved the final submitted plans and specifications.

**Task 307 – Bid Phase Services (Phase 2A)**

**Description:** The Phase 2A Bid Phase Services include; attending and preparing meeting minutes for the pre-bid conference, preparing addenda related to the design documents originated by Carollo, and responding to questions regarding the plans and specifications. Carollo will receive, review and make recommendations regarding requests for substitutions, and incorporate these substitution requests into the addenda as required. The Bid Phase will be considered complete when the City has accepted the project construction bid and final construction documents have been received on electronic media.

**Deliverables:** Carollo will attend, then prepare written responses to any questions from the pre-bid conference, preparation of project addenda (if required), and respond to requests for substitutions.

**SERIES 400 - CONSTRUCTION ADMINISTRATION AND INSPECTION (CA&I)**

The following section of the Scope of Services describes the professional services associated with the Construction Administration and Inspection effort for Phase 2A of the City of Glendale, Arizona City-Wide Meter Vault Improvement project. The Scope of Services is based on the City's anticipated utilization of the Design-Bid-Build project delivery methodology.

**Task 401 – Construction Administration Services**

The Construction Administration and Inspection services for Phase 2A as defined herein, were based on the following assumptions:

PROJECT ADMINISTRATION, ENGINEERING DESIGN, AND CONSTRUCTION SERVICES

1. The anticipated construction period will be a total of six (6) months for the City of Glendale City-Wide Metering Vault Improvements project, from Contractor Notice to Proceed.
2. Carollo will not furnish a full-time, on-site, Inspector. Carollo will provide two visits to each of the sites in total to observe the general quality of construction. Carollo will spend one-half day (including travel) at each meter vault location when work begins, then spend one-half day (including travel) at each site once the work is completed and ready to be buried (closed up).
3. Carollo will not perform assessment of the existing service lines, inspection during the replacement of service lines, or inspection during the installation of isolation valves.

**401.1 Response to RFIs**

**Description:** Carollo will render interpretation and clarification responses necessary for the proper execution or progress of the work on written request of the City and submit written responses to the City's representative accordingly. Responses will be provided within seven (7) working days upon receipt by Carollo, or as agreed to by the City. Carollo will render all interpretations or decisions in good faith and in accordance with the requirements and intent of the Contract Documents. Carollo will not transmit any interpretations or clarifications directly to the Contractor. This Scope of Services was based on a total of twelve (12) hours of RFI review and response time.

**Deliverables:** Carollo will prepare written responses to RFIs and submit to the City.

**401.2 Review and Response to Change Order Requests**

**Description:** Carollo will review change order requests from the Contractor and provide opinion on the appropriateness of the change order request, in accordance with the Contract Documents. Carollo will provide a written summary of opinion of change order request and submit to the City's representative accordingly. This Scope of Services was based on a total of one (1) Change Order reviews requiring action. Change order review services provided by Carollo are based on a total of eight (8) hours of labor effort.

**Deliverables:** Carollo will prepare written responses to Change Order Requests and submit to the City.

**401.3 Submittal Reviews**

**NOTE:** The Contract Documents will be structured to indicate that the review of any re-submittals in excess of one resubmission will be at the expense of the Contractor. If the quantity of re-submittals becomes excessive (greater than 20%), Carollo reserves the right to potentially negotiate a contract Change Order with the City.

**Description:** Carollo will review and process the City-Wide Meter Vault Improvement related equipment and material submittals (i.e. samples, schedules, shop drawings, test results, product data, and other data) and site specific construction procedure submittals that the Contractor is required to submit for conformance with the Contract Documents. The review of vendor training lesson plans and instruction materials is not included in this Scope of Services. The level of effort for Task 401.3 was based on a total of five (5) shop drawings and thirty-three (33) site construction procedure submittal reviews.

The Contractor's submittals will be stamped appropriately to indicate results of Carollo's review. Such review will determine the suitability of the Contractor's proposed details for implementing the design; that the technical submittals conform to the design information given in the Contract Documents, and is consistent with the design intent represented in the specifications and drawings. Such review and approval will not extend to means, methods, sequences, techniques, or procedures of construction selected by Contractor, or to associated safety precautions and programs, unless specifically required in the Contract Documents by Carollo.

The submittal review process will be managed to provide timely review and response to the Contractor's submittals. Carollo will complete the review of submittals within ten (10) working days from Carollo's receipt of submittal, unless otherwise mutually agreed to by the City and Carollo.

For the purposes of this Task, Carollo has assumed that the Contractor will be responsible for maintaining their submittal file copies. Carollo also assumes that the Contractor submittals will be indexed and filed in accordance with the specification section number and specific equipment identified.

**Deliverables:** Carollo will prepare written responses to the project Submittals (Shop Drawings) to the City. Carollo will submit a Shop Drawing Log and approved shop drawing PDF files to the City at project closeout.

#### **401.4 Review of System Shutdown Plan**

**Description:** Carollo will review and provide comment on the Contractor's overall System Shutdown and Maintenance of Service Plan submittal as developed by the Contractor. This Scope of Services was based on a total of eight (8) hours of Shutdown Plan review and response time.

**Deliverables:** Carollo will review and prepare a written response to the Contractor's System Shutdown Plan (for all locations and shutdowns) and submit to the City.

#### **Task 402 – Construction Inspection Services**

**Description:** Carollo will not furnish a full-time, on-site, Inspector. Carollo will provide two visits to each of the sites in total to observe the general quality of construction. Carollo will spend up to one-half day (including travel) at each meter vault location when work begins, then spend up to one-half day (including travel) at each site once the work is completed and ready to be buried.

**Deliverables:** Carollo will prepare written inspection reports, daily logs, testing reports, materials testing reports, and compile all correspondence during the CA&I portion of the Phase 2A services and submit that documentation to the City electronically.

#### **Task 403 – Substantial and Final Completion Inspection**

**Description:** Following notice from the Contractor, Carollo will conduct one (1) inspection to determine if the project or the work associated with interim milestones is substantially complete in accordance with the Contract Documents. If Carollo considers the work substantially complete, they will deliver to the City and the Contractor a "Certificate of Substantial Completion" and the punch list, and the date for completion of the punch list.

Carollo will, upon completion of the punch list items as notified by the Contractor, make one (1) final inspection to determine if the finished work has been completed to the standard required by the Contract Documents, determine whether required inspections and approvals for permit compliance have been satisfactorily completed, and Contractor has fulfilled the obligations so that Carollo may recommend, in writing, final payment to Contractor and may give written notice to the City and the Contractor that the work is acceptable, subject to any conditions therein expressed and in consultation with the City whether the work is finally complete. At or before the final inspection, Carollo will request the Contractor prepare and furnish;

1. Certification that all obligations for payment for labor, materials, or equipment related to the work have been paid or otherwise satisfied.
2. Certification that all insurance and bonds required of the Contractor beyond final payment is in effect and will not be canceled or allowed to expire without notice to the City.
3. Written consent of surety for final payment.
4. Record document information is complete and submitted.
5. Keys, manuals, required spare parts, guaranties and warranties, and other documents necessary for closeout of the work.

Promptly after the work is determined to be finally complete and Carollo determines that the Contractor has properly submitted the items required for final inspection, Carollo will determine whether the Contractor is entitled to final payment and, if so, will so certify to the City.

Carollo's certification that the Contractor is entitled to final payment constitutes Carollo's representation to the City that:

1. The work complies with (a) the Contract Documents, (b) applicable building codes, rules or regulations of all governmental authorities having jurisdiction over the project, and (c) applicable installation and workmanship standards
2. Contractor has submitted proper Final Completion close-out documents
3. Contractor is entitled to final payment

Carollo will provide to the City, at the time it submits a signed final payment request from the Contractor, all Final Completion closeout documents. Carollo will not be responsible for the acts or omissions of the Contractor or subcontractor, or any of the Contractor's or subcontractors' agents or employees or any other persons (except Carollo's own employees and agents) at the site(s) or otherwise performing any of the Contractor's work; however, nothing contained in Task 403, shall be construed to release Carollo from liability for failure to properly perform duties in accordance with this scope of services.

**Deliverables:** Carollo will perform one (1) inspection for Substantial and one (1) inspection for Final Completion and note any deficiencies in a project Punch List. Carollo will submit written certification of Substantial and Final Completion to the City at each completed milestone.

#### **Task 404 – Construction Drawings of Record**

**Description:** Carollo will prepare Construction Drawings of Record (conformed construction drawings using the Final Design Drawings and incorporating any interim project changes) showing the changes made during the construction process, including any necessary sealing of documents as may be required. The Contractor will submit redline drawings of the interim project changes for the development of the Construction Drawings of record. Carollo will request periodic proof of the completeness and accuracy of the Contractor's redline "As-Built" drawings. Carollo will submit one (1) copy of the project Drawings of Record (As-Built Drawings) on mylar along with an AUTOCAD and PDF copy of the drawings on CD. The Contractor will submit separate Drawings of Record if required by the City.

**Deliverables:** Carollo will prepare Drawings of Record (As-Built) drawings of the project improvements and submit to the City.

#### **SERIES 600 – ALLOWANCE SERVICES**

The following items are not the responsibility of the ENGINEER:

1. Obtaining of all easements, rights-of-way, permits (building), and approvals as may be needed.
2. Processing and payment of Contractor's payment applications (Carollo will review payment application and recommend payment to City).

The following section of the Scope of Services describes the services and costs associated with the Miscellaneous Services for the City-Wide Meter Vault Improvements Phase 2A project.

#### **Task 601 – Reimbursable Expenses (Other Direct Costs - ODCs)**

**Description:** Allowances have been included in the compensation section of the Fee Proposal corresponding to this Scope of Services. The Task 601 Allowances reflect Other Direct Costs (ODCs) such as materials, printing costs, vehicle mileage, and day-to-day minor expenses to perform the Series 100 – 400 efforts.

**Deliverables:** There are no anticipated deliverables for Task 601

#### **Task 602 – Project Meeting Allowance**

**Description:** A placeholder compensation amount (\$5,000.00) has been added to the project for weekly construction update meetings where Carollo is required to attend and there is no overlap with Task 402 inspection efforts.

**Deliverables:** There are no definable deliverables for Task 602

#### **Task 603 – Owner's Contingency**

**Description:** A placeholder compensation amount (\$10,000.00) has been added to the project for unforeseen or undefined circumstances that arise during the Phase 2A Detailed Design and/or CA&I Services. Carollo cannot start work using Contingency funds without written permission from the City. Additional contingency efforts exceeding the Task 603 budget will be negotiated at the time of occurrence if necessary.

**Deliverables:** There are no definable deliverables for Task 602

**EXHIBIT C**  
**Professional Services Agreement**

**SCHEDULE**

(Cover Page)

## 2. Project Kick Off/Strategy Development

### 5 Detailed Design Kick-Off Meeting

**Additional Design 90% Submittal**

Available September 4, 2011. [www.pearson.com](http://www.pearson.com)

## 14 Construction Kick-Off Site Meeting

1152 JOURNAL OF CLIMATE

[illegible]

—**विषयसूची**—

**EXHIBIT D**

**Professional Services Agreement**

**City of Glendale**

**CITY-WIDE METER VAULTS - PHASE 2A**

**DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES**

**Project No. 121301**

**COMPENSATION**

**METHOD OF COMPENSATION**

Compensation shall be hourly rates plus allowable reimbursable expenses.

**NOT-TO-EXCEED AMOUNT**

The total amount of compensation paid to Carollo Engineers, Inc., for full completion of all work required by the Project during the entire term of the Project must not exceed \$206,366.

**DETAILED PROJECT COMPENSATION**

<b>CITY-WIDE METER VAULTS - PHASE 2A DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FEE SCHEDULE</b>	
<b>TASKS:</b>	<b>COST</b>
Task 100 - Project Administration and Management Services (Design and CA&I)	<b>\$13,500</b>
Task 300 - Detailed Design Services	<b>\$86,710</b>
Task 400 - Construction Administration and Inspection Services	<b>\$89,120</b>
<b>CAROLLO ENGINEERS SUB-TOTAL</b>	<b>\$189,330</b>
<b>ALLOWANCES:</b>	<b>\$17,036</b>
<b>TOTAL PROJECT COST:</b>	<b>\$206,366</b>

**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 #: 16-012, Version: 1**

---

**AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH BLACK & VEATCH CORPORATION AND APPROVE THE EXPENDITURE OF FUNDS FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR FILTER AND FINISHED WATER PUMP STATION IMPROVEMENTS AT THE OASIS WATER TREATMENT PLANT**

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

### **Purpose and Recommended Action**

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Black & Veatch Corporation (B&V) and approve the expenditure of funds in an amount not to exceed \$232,830 to evaluate, design, and provide construction administration services for filter improvements and finished water pump station (FWPS) modifications at the Oasis Water Treatment Plant.

### **Background**

The Oasis Water Treatment Plant (WTP) is a 12.5 Million Gallons per Day (MGD) surface water treatment facility built in 2007. The treated water flows into a finished water reservoir. From the reservoir, water is pumped to pressure Zones 1 and 4 to meet potable water demand.

The filter underdrains at the Oasis WTP have corroded causing them to lose their structural integrity. These underdrains have undergone repairs to correct the corrosion damaged areas but the corrosion returns and continues to effect the proper operation of the underdrain equipment. This modification will eliminate the corrosion issues by utilizing a non-corrosive underdrain system. The Zone 1 FWPS pumping needs have changed since the plant has been built and requires modification to increase efficiencies and longevity of the pumps.

This project will include evaluation, design and construction administration services to replace the filter underdrains and improve the efficiency and longevity of the pumps providing potable water to pressure Zone 1.

### **Analysis**

In 2012, the Engineering Department advertised the Request for Qualifications (RFQ) to provide on-call professional engineering services. B&V was selected as best qualified for this project.

This action will authorize the Acting City Manager to enter into a professional services agreement with B&V and approve expenditure of funds.

### **Community Benefit/Public Involvement**

This project will enable the City to ensure a continuous supply of reliable high quality water to residents and businesses to ensure public health and the vitality of the community.

**Budget and Financial Impacts**

Repair and improvements of the filters and pumps were unplanned and not budgeted. Funding is available in the Water Services Contingency Budget.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$232,830</b>	<b>2400-61055-551200, Oasis WTP Improvement</b>

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Water Services Contingency Fund

C-

**PROFESSIONAL SERVICES AGREEMENT  
STUDY AND DESIGN SERVICES  
OASIS WATER CAMPUS IMPROVEMENTS  
City Project No. 151610**

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 the State of Arizona, ("Consultant") as of the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ ("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.

Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-contractor to be bound to the same requirements as stated within this section. Consultant, and on behalf of any subcontractors, warrants compliance with this section.

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 \$232,830 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.** For the duration of the term of this Agreement, Consultant shall procure and maintain insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such insurance shall cover Consultant, its agent(s), representative(s), employee(s) and any subcontractors.

8.1 **Minimum Scope and Limit of Insurance.** Coverage must be at least as broad as:

- a. **Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than \$1,000,000 per occurrence for bodily injury, personal injury, and property damage. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.
- b. **Automobile Liability:** Insurance Services Office Form Number CA 0001 covering Code 1 (any auto), with limits no less than \$1,000,000 per accident for bodily injury and property damage.
- c. **Professional Liability.** Consultant must maintain a Professional Liability insurance covering errors and omissions arising out of the work or services performed by Consultant, or anyone employed by Consultant, or anyone for whose acts, mistakes, errors and omissions Consultant is legally liability, with a liability insurance limit of \$1,000,000 for each claim and a \$2,000,000 annual aggregate limit.
- c. **Worker's Compensation:** Insurance as required by the State of Arizona, with Statutory Limits, and Employers' Liability insurance with a limit of no less than \$1,000,000 per accident for bodily injury or disease.

8.2 **Other Insurance Provisions.** The insurance policies required by the Section above must contain, or be endorsed to contain the following insurance provisions:

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Consultant or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Consultant. General liability coverage can be provided in the form of an endorsement to the Consultant's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.
- b. For any claims related to this Project, the **Consultant's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Consultant's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

8.3 **Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. Best rating of no less than A: VII, unless the Consultant has obtained prior approval from the City stating that a non-conforming insurer is acceptable to the City.

8.4 **Waiver of Subrogation.** Consultant hereby agrees to waive its rights of subrogation which any insurer may acquire from Consultant by virtue of the payment of any loss. Consultant agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation. The Workers' Compensation Policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by the Consultant, its employees, agent(s) and subcontractor(s).

8.5 **Verification of Coverage.** Within 15 days of the Effective Date of this Agreement, Consultant shall furnish the City with original certificates and amendatory endorsements, or copies of any applicable insurance language making the coverage required by this Agreement effective. All certificates and endorsements must be received and approved by the City before work commences. Failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements prior to the City's agreement that work may commence shall not waive the Consultant's obligations to obtain and verify insurance coverage as otherwise provided in this Section. The City reserves the right to require complete, certified copies of all required insurance policies, including any endorsements or amendments, required by this Agreement at any time during the Term stated herein.

Consultant's failure to obtain, submit or secure the City's approval of the required insurance policies, certificates or endorsements shall not be considered a Force Majeure or defense for any failure by the Consultant to comply with the terms and conditions of the Agreement, including any schedule for performance or completion of the Project.

8.6 **Subcontractors.** Consultant shall require and shall verify that all subcontractors maintain insurance meeting all requirements of this Agreement.

8.7 **Special Risk or Circumstances.** The City reserves the right to modify these insurance requirements, including any limits of coverage, based on the nature of the risk, prior experience, insurer, coverage or other circumstances unique to the Consultant, the Project or the insurer.

## 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:

Black & Veatch Corporation  
c/o Dan Meyer, P.E.  
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 City 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)-year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional three (3) year, 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. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for any renewal. 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: Richard A. Bowers  
Its: Acting 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**

The City of Glendale's Oasis Water Campus Surface Water Treatment Plant (OWTP) is a 12.5 million gallons per day (mgd) design capacity and has experienced failure of the filter underdrains and impellers of the Zone 1 pumps.

This project includes underdrain and Zone 1 finished water pumps evaluations, detailed design of the selected improvements, and engineering services during constructions to support replacement of the filter underdrains and finished water pump station modifications.

Requested services include assisting City staff with Council presentations, public meetings, and other related public involvement activities. The City will utilize the services of a Job Order Contractor (JOC). The engineering firm (Consultant) will be a member of a project team that includes, but is not limited to, city staff and JOC contractor.

**EXHIBIT B**  
**Professional Services Agreement**

**SCOPE OF WORK**

Please see attached.

**EXHIBIT B**  
**SCOPE OF SERVICES FOR CITY OF GLENDALE**  
**OASIS WATER CAMPUS IMPROVEMENTS**  
**CITY PROJECT NO. \_\_\_\_\_**

**BACKGROUND**

The City of Glendale's Oasis Water Campus Surface Water Treatment Plant (OWTP) has experienced failure of the filter underdrains and impellers of the Zone 1 pumps. The City has requested Black & Veatch (Engineer) to provide an underdrain evaluation, detailed design, and construction administration services proposal to support replacement of the filter underdrains. Additionally, the City has requested a proposal for evaluation, design, and construction administration services to modify the Finished Water Pump Station (FWPS) at the OWTP to mitigate the Zone 1 pump impeller failures experienced recently.

**PURPOSE**

The purpose of the Oasis Campus Improvements project is to identify acceptable alternatives for the existing filter underdrains and to identify suitable modifications to the FWPS. In order to accomplish the project objectives, Engineer will evaluate alternative underdrains for retrofit into the existing space and provide design and engineering services during construction for the replacement of underdrains in Filters 1 thru 5.

Engineer will also identify suitable modifications to the third Zone 1 finished water pump to match distribution system requirements by allowing finished water pumping flows as low as two (2) million gallons per day (mgd) and to the Zone 4 recirculation line to reduce the potential for FWPS pump suction air entrainment.

**SCOPE**

The Oasis Campus Improvements project is comprised of the following tasks.

**Task 100: General Management & Administration**

Engineer will be responsible for coordination of design and construction management service to ensure the project schedule is met. Engineer will review project progress and will prepare and issue monthly progress reports as required for invoicing.

**Task 120: Project Meetings**

Engineer will have an initial meeting with City plant personnel and the JOC Contractor (JOC) to discuss the background, history, and previous repairs made to date and have a preliminary discussion of the underdrain evaluation anticipated in subtask 210 and the FWPS modifications from subtask 220.

Up to three additional meetings will be held to coordinate design development with the City and JOC.

**DELIVERABLES:** Meeting minutes will be issued to the City and JOC.

**Task 200: Pre-Design Services**

Engineer will provide the following tasks associated with design of the underdrain replacement.

#### **Task 210: Evaluation of Alternative Underdrain Manufacturers**

Engineer will evaluate up to two different manufacturers' underdrain systems for possible replacement of the existing underdrains and ultimate incorporation into the design specifications. The evaluation of each of the potential systems will include its potential impact on existing ancillary equipment (backwash pumps and air scour blower). Modification of backwash pumps and air scour blower are not anticipated; if modifications are necessary, they will be added as a supplemental service.

Record drawings, specifications, construction photos of original construction and previous repairs, and archived shop drawings will be utilized as needed in the evaluation.

Evaluation of underdrain alternatives will be presented at a design progress meeting and will be summarized in a Technical Memorandum (TM). One electronic copy of the Final TM will be provided after receipt of feedback from meeting and will be incorporated into the design documents.

**DELIVERABLES:** Draft and Final Underdrain Technical Memorandum

#### **Task 220: Review of OWTP FWPS**

SCADA data for the Zone 1 FWPS has been provided for preliminary review of the historical operations of the Zone 1 finished water pump station. This data as well as any other or subsequent data, including OWTP's standard operating procedures and control strategies, will be reviewed in detail to develop the actual system curve to reduce Zone 1 FWPS minimum flow to two (2) million gallons per day (mgd).

Engineer will review the Zone 1 and Zone 4 finished water pump stations potential electrical and control modifications as well as investigate air entrainment in the pump station common suction header.

Engineer will also coordinate with existing pump manufacturer to determine up to two possible pump modification alternatives based on preferences discussed with the City. A specification will be created and provided to the pump manufacturer to either refurbish or replace the existing pump.

This task will include a Zone 1 FWPS Modifications TM summarizing the following:

- Required pump discharge piping modifications
- Required electrical modifications to pump motor, VFD, etc., to verify with existing equipment manufacturers, i.e. VFD manufacturer, the protection features are sufficient for the modified application.
  - NOTE: the scope assumes the existing pump motor and VFD will be reused. If new pump motor and/or VFD are required, additional design effort to specify this equipment will be required.
- Required instrumentation and control modifications
  - Modified control descriptions for existing Zone 1 pumps and incorporation of modified pump
- Pump specification for modified pump (provided as an appendix in the TM)
- Piping improvements to mitigate air entrainment in the common pump station suction header by relocating existing Zone 4 to Zone 1 PRV and re-routing Zone 4 discharge header to the on-site finished water reservoir.

**DELIVERABLES:** Draft and Final Zone 1 FWPS Modifications TM.

**Task 300: Design Services****Task 310: Initial Design**

The underdrain evaluation TM under Task 210 and the Zone 1 FWPS TM under Task 220 will be utilized to create a 50% design set of plans for City and JOC review and facilitate JOC's budget pricing. Design package will include preliminary layout drawings, typical details, and construction and demolition notes for Filters 1 thru 5 and the FWPS modifications. Design will also include replacement of backwash base elbow with a tee to facilitate filter underdrain access from the lower gullet as well as ladder access provisions to the underdrains from the operating deck.

An internal quality assurance / quality control (QA/QC) review will also be performed prior to issuance of the documents to the City for distribution to the JOC.

The level of effort for the design is based on the below drawing list. No structural design or modifications are anticipated and are excluded from this scope of work. Specification will only be provided for the filter underdrains and the modified FW pump. No additional specifications will be provided; specification of other equipment or modifications will be made on the drawings using specific manufacturer model numbers or other descriptive information to allow the JOC to procure materials. The City will provide the JOC with all necessary front end documents.

OWTP Underdrain Replacement Drawing List						
Sheet			Disc.	Area	No.	Description
1	of	16	G	G	1	Cover Sheet / Drawing List
2	of	16	G	G	2	General Notes / Abbreviations
3	of	16	C	Y	5	Yard Piping Sections & Details
4	of	16	C	B	6	Filter Basins Sectional Plan 1125.00
5	of	16	C	B	11	Filter Pipe Gallery Section
6	of	16	C	B	15	Filter Section
7	of	16	C	F	3	Finished Water Reservoir No. 1 Sections & Details
8	of	16	C	P	1	Finished Water Pump Station Plan
9	of	16	C	P	2	Finished Water Pump Station Enlarged Plan & Sections
10	of	16	C	Z	1	Miscellaneous Details 1
11	of	16	E	Y	12	Main Electrical Yard Power Plan
12	of	16	E	P	1	Finished Water Pump Station Plan Power & Lighting Plan
13	of	16	P	I	2	P&ID – Legends & Abbreviations

14	of	16	P	I	14	P&ID – Filter Backwash Pumps and Mixing Chamber
15	of	16	P	I	16	P&ID – Zone 1 Distribution Pumping
16	of	16	P	I	17	P&ID – Zone 4 PRV to Reservoir No. 1

**DELIVERABLES:** One PDF copy of the 50% drawing set and FWPS Modifications TM.

#### **Task 320: Final Design & For Construction Plans**

Engineer will review and summarize comments received from the City and/or JOC from the Initial Design and provide responses required to finalize the design documents. Engineer will incorporate agreed upon City / JOC comments into the Final Design documents and perform a final internal QA/QC review. QA/QC comments will be incorporated into the Final Design documents which will then be signed and sealed for Agency Review. The Engineer will submit the Agency Review documents to the City Development Services Department and Maricopa County Environmental Services Department (MCESD) for approval. Revisions to drawings or specification will be completed to satisfy Agency review comments and a copy of Final 100% plans will be provided to City and JOC in electronic and hard copy formats.

Agency review fees will be paid by the City.

#### **DELIVERABLES:**

Final Design (Agency Review) – One PDF copy of drawing set to the City and JOC.

For Construction – One bond and PDF copy of drawing set to the City and JOC after Agency approvals.

#### **Task 400: JOC Coordination**

Engineer will answer up to six (6) JOC RFIs to facilitate JOC's final GMP based on Agency Review document set and assist to resolve any modifications made as a result of Agency comments. Responses to additional RFIs will be provided as a supplemental service.

JOC to provide City and Engineer their anticipated comprehensive MOPO plan for review based on JOC's anticipated construction schedule. Engineer will review and provide feedback on the plan.

#### **Task 500: Engineering Services During Construction**

Engineer will perform engineering services during the construction phase of the project as identified below for Filters 1 thru 5 and the FWPS modifications. By performing these services, Engineer shall not have authority or responsibility to supervise, direct, or control the Contractor's work or the Contractor's means, methods, techniques, sequences, or procedures of construction. Engineer shall not have authority or responsibility for safety precautions and programs incident to the Contractor's work or for failure of the Contractor to comply with laws, regulations, rules, ordinances, codes, or orders applicable to the Contractor furnishing and performing the work.

Prior to, during, and after the plant shutdown, Engineer will provide the following engineering services during construction:

- Submittal Review (up to ten (10) including resubmittals)
- Requests for Information for interpretation of construction contract documents (up to six (6))
- Maintenance of Plant Operations (MOPO) Review & Coordination

- Even if plant is offline during modifications, it is anticipated Engineer will review the JOC's MOPO completed plan to ensure hazard mitigation and responsible parties for each task (including pre-work).
- Twelve (12) site visits will be coordinated with JOC at key points during construction for quality assurance and confirmation of general conformance with design drawings; visits will be documented to show construction work progress via email and photo documentation.
  - Note: electrical special inspection is not anticipated or included in this scope of service.
- Programming and testing of the modified Zone 1 FWPS controls

JOC to provide redline drawings to Engineer for incorporation into the "Conformed to Construction Record" (record) drawings. Scope is based on the Owner or JOC being responsible for quality control testing and reporting of concrete, mortar, subgrade, fill, and piping.

**DELIVERABLES:** One AutoCAD and PDF copy of the Conformed to Construction Record drawing set.

## **ALLOWANCES**

All allowances described below cannot be performed until authorized by the City.

### **Allowance A: Owner's Allowance**

An additional allowance is provided for miscellaneous tasks at the City's discretion. Such tasks could include, but are not limited to:

- Review of Zone 4 Finished Water Pump Station pump historical operation versus distribution system requirements
- Creation of Zone 4 Finished Water Pump Station control descriptions
- Coordination with manufacturer to assist with upgrading the existing power monitoring system to meet current City IT standards
- MCESD permitting fees
- Raw Water Quality Testing coordination for Oasis and Cholla WTP
- Scour Air Blower electrical and instrumentation and controls evaluation
- Design of backwash discharge header pressure instrumentation and controls to shut down the backwash pump on high pressure
- Assistance with inspection of underdrains at the Cholla WTP
- PIERS server upgrades investigation

## **SCHEDULE**

See attached Schedule Exhibit C.

## **BUDGET**

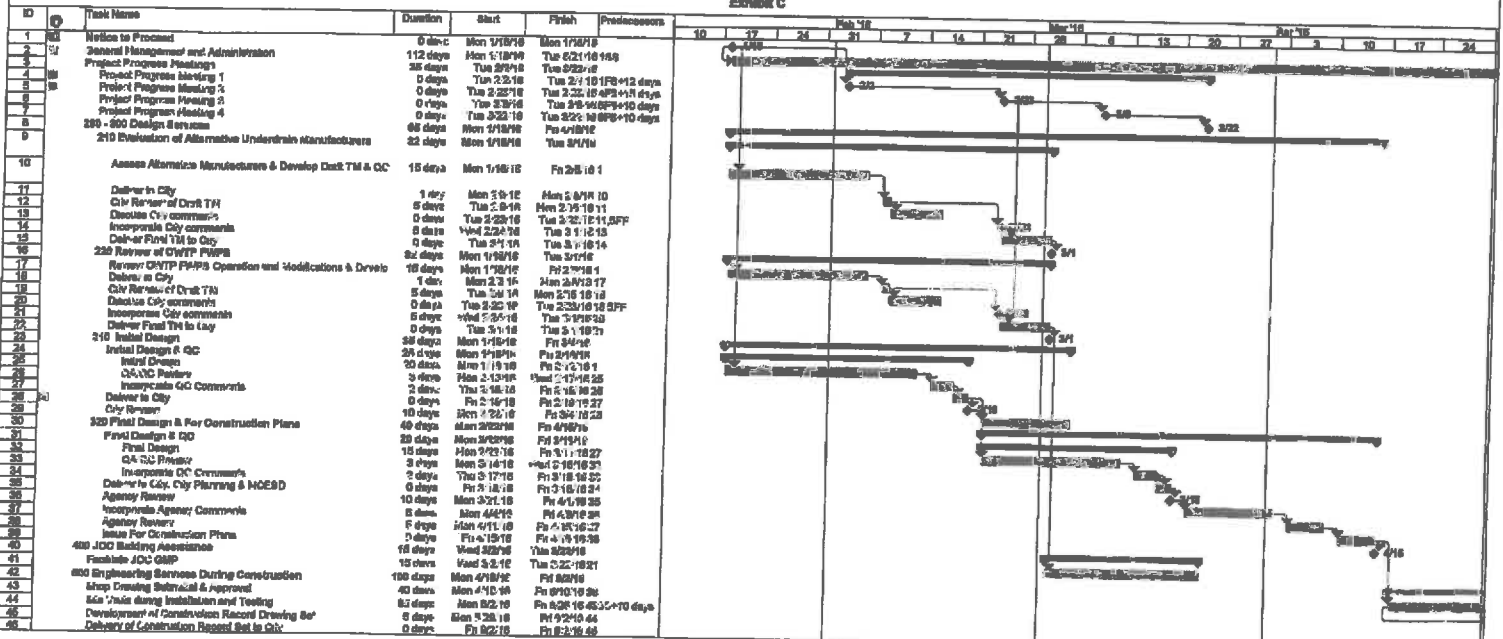
See attached Level of Effort Exhibit D.

**EXHIBIT C**  
**Professional Services Agreement**  
**SCHEDULE**

Please see attached.

# OASIS WATER CAMPUS SWTP IMPROVEMENTS

## Schedule Exhibit C



Project: Oasis WC Improvements	Task:	Project Summary:	Inactive Milestone:	Manual Summary Rollup:	Program:
Baseline Schedule	Split:	External Task:	Inactive Summary:	Manual Summary:	Deadline:
Date: 11/20/15	Milestone:	External Milestone:	Manual Task:	Start-only:	
	Summary:	Inactive Task:	Duration-only:	Finish-only:	

Page 1

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be hourly rates plus allowable reimbursable expenses.

**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 \$232,830.

**DETAILED PROJECT COMPENSATION**

Please see attached.

**EXHIBIT D**  
**Professional Services Agreement**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

Compensation shall be hourly rates plus allowable reimbursable expenses.

**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 \$232,830.00.

**DETAILED PROJECT COMPENSATION**

City of Glendale Oasis Water Campus SWTP Improvements Fee Schedule			
TASK	DESCRIPTION		COST
100	Project Management		\$14,360.00
200-400	Evaluation, Design, & Bidding Services		\$86,200.00
500	Engineering Services During Construction		\$80,770.00
	Reimbursable Expenses		\$1,500.00
	<b>Black &amp; Veatch Total w/Expenses; w/o Allowances - Subtotal</b>		<b>\$182,830.00</b>
	<b>Allowances</b>		
	Owner's Allowance		\$50,000.00
	Consultant's Reimbursable Expenses		\$0.00
	<b>Allowances - Subtotals</b>		<b>\$50,000.00</b>
	<b>TOTAL PROJECT COST:</b>		<b>\$232,830.00</b>

**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 #: 15-849, Version: 1**

---

### **AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SWAINE ASPHALT CORPORATION FOR SPEED CUSHION INSTALLATION**

Staff Contact: Jack Friedline, Director, Public Works

#### **Purpose and Recommended Action**

This is a request for the City Council to authorize the Acting City Manager to enter into a construction agreement with Swaine Asphalt Corporation in an amount not to exceed \$60,037.50 for the construction of new speed cushions at various locations within the city.

#### **Background**

Speed cushion locations are determined by direct involvement with Glendale residents who have contacted the city with concerns about speeding traffic in their neighborhood. Staff coordinates traffic studies to verify the area meets the necessary requirements, and works with the residents to ensure that 70% of the neighborhood residents support the installation of speed cushions prior to being considered for construction. Due to the number of qualifying requests, and limited budget, approved speed cushions are placed on a waiting list until funding becomes available.

The speed cushions to be constructed as part of this project are on Grovers Avenue between 67th Avenue and 70th Drive; Maryland Avenue between 81st and 83rd Avenues; 55th Avenue between Northern Avenue and Butler Drive; and Hillcrest Boulevard between Robin Lane and 75th Avenue (12 cushions total).

#### **Analysis**

The Engineering division opened bids for the Speed Cushions at Various Locations (project number 151606) on November 25, 2015. The project included two locations within the base bid and two locations as a bid alternate, to be awarded contingent on available funding. Swaine Asphalt Corporation submitted the lowest responsive bid in the total amount of \$60,037.50. The bid amount including the alternate is less than the Engineer's estimate and is within current pricing trends; therefore, staff is recommending award of both the base bid and bid alternate.

#### **Community Benefit/Public Involvement**

The current speed cushion design has shown to be beneficial in reducing speeds on collector and residential roadways with minimal effect on emergency response vehicles. In addition, the installation of speed cushions can improve the quality of life for residents when excessive vehicular speeds on neighborhood and collector roadways are reduced.

#### **Budget and Financial Impacts**

Funds are available in the FY 2015-16 Traffic Mitigation account.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$60,037.50</b>	<b>1660-16580-518200, Traffic Mitigation</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Swaine Asphalt Corp., an Arizona corporation, ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### 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 the **Notice to Contractors** and the attached **Exhibit A** ("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, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- 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. Project.

- 1.1 **Scope.** Contractor will provide all services and material 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, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:

- (A) Notice to Contractors;
- (B) Information for Bidders;
- (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
- (D) Proposal;
- (E) Bid Bond;
- (F) Payment Bond;
- (G) Performance Bond;
- (H) Certificate of Insurance;
- (I) Appendix; and
- (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

#### 1.3 Project Team.

- (A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.
- (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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within one-hundred and twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

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 and materials 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 of this Agreement.

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

**3.4 Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, 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 Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

**3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

**3.7 Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

**4. Compensation for the Project.**

**4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$60,037.50, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("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 by the City.

- (A) Adjustments to the Scope or 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 and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

## **5. Billings and Payment.**

### **5.1 Applications.**

- (A) The 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.

### **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.
- (C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.
- (D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

## **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) Contractor will be equitably compensated any services and materials 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.
- (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 more than \$1,000,000 or the amount of this Agreement, whichever is greater.

## **7. Insurance.**

**7.1 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, "Contractor's Policies"), until each Parties' 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 \$2,000,000 annual aggregate.
  - (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, products and completed operations, 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the 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 Contractor or its Sub-contractors.
- (F) 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.
- (G) 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 this Agreement.
- (H) Other Contractors or Vendors.
  - (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
  - (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).
- (I) Policies. Except with respect to workers' compensation and employer's liability

coverages, the 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 acceptable to all parties.

**7.2 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 Required Insurance whenever requested.

**7.3 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 policy 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.

**7.4 Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by

any policy of insurance.

**8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf 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.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 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 8.1 above.
- 8.4 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 8.1 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 8.
- 8.5 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.
- 8.6 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.
- 8.7 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.

9. **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.

10. **Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

**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 private express overnight delivery 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, 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 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.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

**11.2 Representatives.**

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

Swaine Asphalt Corp.  
Attn: Thomas Swaine  
P.O. Box 10824  
Glendale, Arizona 85318

- (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  
Attn: Mark Gibson  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

City of Glendale  
City Attorney  
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 considered 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between 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.

**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 reformed to conform to applicable law.

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

**14. Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. 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	Compensation
Exhibit C	Dispute Resolution

Project 151606

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Swaine Asphalt Corp.  
an Arizona corporation

\_\_\_\_\_  
By: Thomas J. Swaine  
Its: Vice-President

WOMEN-OWNED/MINORITY BUSINESS ☐ YES ☐ NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_

FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_

**EXHIBIT A**  
**CONSTRUCTION AGREEMENT**  
**PROJECT**

**Base Bid** - Construction of new speed cushions at: Grovers Avenue between 67<sup>th</sup> Avenue and 70<sup>th</sup> Drive; and, at Maryland Avenue between 81<sup>st</sup> and 83<sup>rd</sup> Avenues.

**Alternate Bid** – Construction of additional new speed cushions at: 55<sup>th</sup> Avenue between Northern Avenue and Butler Drive; and, at Hillcrest Boulevard between Robin Lane and 75<sup>th</sup> Drive.

**EXHIBIT B**  
**CONSTRUCTION AGREEMENT**  
**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**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 \$60,037.50.

**DETAILED PROJECT COMPENSATION**

As shown in detail on the Bid Schedule.

Base Bid	\$28,087.50
Alternate	\$31,950.00
<b>Total</b>	<b>\$60,037.50</b>

**EXHIBIT C**  
**CONSTRUCTION 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 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 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 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.

**BID TABULATION**

**PROJECT# 151606-SPEED CUSHIONS - VARIOUS LOCATIONS**

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT  
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: November 25, 2015 - 10:00 A.M.

CONTRACTOR	BID BOND/ CHECK	BASE BID TOTAL	BID ALTERNATE TOTAL
SWAINE ASPHALT CORP	BB	<i>\$28,087.50</i>	<i>\$31,950.00</i>



## Legislation Description

---

**File #: 15-850, Version: 1**

---

**AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH UTILITY CONSTRUCTION COMPANY, INC., FOR THE STREETLIGHT INFILL PROJECT**

Staff Contact: Jack Friedline, Director, Public Works

### **Purpose and Recommended Action**

This is a request for the City Council to authorize the Acting City Manager to enter into a construction agreement with Utility Construction Company, Inc., in the amount not to exceed \$85,355 to supply and install streetlight poles, mast arms, and luminaires at various locations within the city.

### **Background**

When a resident makes a request for infill lighting, an assessment is done to ensure an installation is warranted. Residents in generally older neighborhoods occasionally request additional street lighting to improve illumination in the area. The city's lighting standards have changed over the years; therefore, lighting in these neighborhoods may not conform to current light spacing or placement standards. In other cases, staff has identified areas with sub-standard lighting where public safety warrants additional lighting.

The eight (8) streetlights to be installed as part of this project are generally located at 71st Avenue and Hillcrest Boulevard (3 streetlights); 71st Avenue and Arrowhead Loop Road (1 streetlight); 55th Avenue and Monte Cristo Avenue (1 streetlight); 67th Drive and Mary Jane Lane (1 streetlight); 62nd Avenue and Palmaire Road (1 streetlight); and 65th Avenue and Ocotillo Road (1 streetlight).

### **Analysis**

The Engineering division opened bids for the Infill Street Lighting Installation project (project number 151607) on December 1, 2015. Four bids were received with Utility Construction Company, Inc. submitting the lowest responsive bid in the amount of \$85,355.

### **Previous Related Council Action**

On September 22, 2009, Council awarded a contract to Fluoresco Lighting-Sign Maintenance Corp. for infill street lighting installation in an amount not to exceed \$69,150.

### **Community Benefit/Public Involvement**

Installation of infill street lighting is a result of coordination between residents and Engineering division staff, demonstrating city responsiveness to warranted resident requests. In addition, new street lighting improves visibility for the traveling public creating a safer community and increased quality of life.

**Budget and Financial Impacts**

Funds are available in the FY 2015-16 Capital Improvement Plan budget of the Public Works Department.

Cost	Fund-Department-Account
\$85,355	2000-68918-550800, Infill Lighting Program-HURF

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

## CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Utility Construction Company, Inc. an Arizona corporation, authorized to do business in Arizona ("Contractor") as of the \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

### 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 the **Notice to Contractors** and the attached **Exhibit A ("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, the plans and specifications, the **Information for Bidders**, and the **Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions**;
- 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. Project.

- 1.1 **Scope.** Contractor will provide all services and material 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, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
  - (A) Notice to Contractors;
  - (B) Information for Bidders;
  - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
  - (D) Proposal;
  - (E) Bid Bond;
  - (F) Payment Bond;
  - (G) Performance Bond;
  - (H) Certificate of Insurance;
  - (I) Appendix; and
  - (J) Plans and Addenda thereto.

Should a conflict exist between this Agreement (and its attachments), and any of the incorporated documents as listed above, the provisions of this Agreement shall govern.

#### 1.3 Project Team.

- (A) Project Manager. Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to 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.
- (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) 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 Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in **Exhibit A**, the Project shall be completed by no later than within Sixty (60) consecutive calendar days from and including the date of receipt of such Notice to Proceed.

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 and materials 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 of this Agreement.

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, 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 **Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.

**3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.

**3.7 Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

**4. Compensation for the Project.**

**4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$85,355.00, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("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 by the City.

(A) Adjustments to the Scope or 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 and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

**5. Billings and Payment.**

**5.1 Applications.**

(A) The 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.

**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.

(C) Contractor will provide, by separate cover, and concurrent with the execution of this Agreement, all required financial information to the City, including City of Glendale Transaction Privilege License and Federal Taxpayer identification numbers.

(D) City will temporarily withhold Compensation amounts as required by A.R.S. 34-221(C).

**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) Contractor will be equitably compensated any services and materials 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.
  - (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 more than \$1,000,000 or the amount of this Agreement, whichever is greater.

**7. Insurance.**

**7.1 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, "Contractor's Policies"), until each Parties' 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 \$2,000,000 annual aggregate.
  - (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, products and completed operations, 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) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the 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 Contractor or its Sub-contractors.

- (F) 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.
- (G) 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 this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
  - (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).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the 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 acceptable to all parties.

**7.2 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 Required Insurance whenever requested.

**7.3 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 policy 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.

**7.4 Waiver of Subrogation.** Contractor waives, and will require any Subcontractor to waive, all rights of subrogation against the City to the extent of all losses or damages covered by any policy of insurance.

## **8. Immigration Law Compliance.**

- 8.1 Contractor, and on behalf 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.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 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 8.1 above.
- 8.4 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 8.1 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 8.
- 8.5 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.
- 8.6 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.
- 8.7 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.

**9. 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.

**10. Non-Discrimination Policies.** Contractor must not discriminate against any employee or applicant for employment on the basis of race, religion, color sex or national origin. Contractor must develop, implement and maintain non-discrimination policies and post the policies in conspicuous places visible to employees and applicants for employment. Contractor will require any Sub-contractor to be bound to the same requirements as stated within this section.

**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 private express overnight delivery 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, 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 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.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

**11.2 Representatives.**

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

Utility Construction Company, Inc.  
Attn: Bob Martin  
P.O. Box 1774  
Gilbert, Arizona 85299

- (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  
Attn: Mark Gibson  
5850 West Glendale Avenue  
Glendale, Arizona 85301

With required copies to:

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

City of Glendale  
City Attorney  
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 considered 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) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between 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.

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 reformed to conform to applicable law.

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

14. **Dispute Resolution.** Each claim, controversy and dispute ("Dispute") between Contractor and City will be resolved in accordance with Exhibit C. 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	Compensation
Exhibit C	Dispute Resolution

Project 151607

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

City of Glendale,  
an Arizona municipal corporation

\_\_\_\_\_  
By: Richard A. Bowers  
Its: Acting City Manager

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

Utility Construction Company, Inc.  
an Arizona corporation

\_\_\_\_\_  
By: Robert Martin  
Its: Vice President

WOMEN-OWNED/MINORITY BUSINESS [ ] YES [ ] NO

CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. \_\_\_\_\_

FEDERAL TAXPAYER IDENTIFICATION NO. \_\_\_\_\_

Project 151607

**EXHIBIT A  
CONSTRUCTION AGREEMENT**

**PROJECT**

Installation and energization of infill streetlights within the City, per project specifications. Locations are distributed throughout Glendale but within the APS service area. Contractor is to provide all labor and material.

Project 151607

**EXHIBIT B  
CONSTRUCTION AGREEMENT**

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

By bid, including all services, materials and costs.

**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 \$85,355.00.

**DETAILED PROJECT COMPENSATION**

Award of Base Bid only, in the amount of \$85,355. Shown in detail on the Bid Schedule.

**EXHIBIT C  
CONSTRUCTION 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 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 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 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.

## BID TABULATION

### PROJECT 151607 - INFILL STREET LIGHTING INSTALLATION

OPENED AT THE CITY OF GLENDALE, ENGINEERING DEPARTMENT  
5850 W. GLENDALE AVENUE, 3RD FLOOR

DATE: DECEMBER 1, 2015 AT 9AM

CONTRACTOR	BID BOND\CHECK	ACK. ADDENDUM	BASE BID	BID ALTERNATE 1	BID ALTERNATE 2
Utility Construction Co.	Bid Bond	Yes	\$ 85,355.00	\$ 38,032.00	\$ 36,432.00
AJP Electric Inc.	Bid Bond	Yes	\$ 90,875.00	\$ 36,870.00	\$ 36,870.00
Redhawk Solutions Inc.	Bid Bond	Yes	\$ 93,943.00	\$ 33,319.20	\$ 32,719.20
Talis Construction Corp.	Bid Bond	Yes	\$ 95,612.50	\$ 44,375.00	\$ 44,525.00



## Legislation Description

---

**File #: 15-848, Version: 1**

---

**RESOLUTION 5063: SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT RIGHT OF WAY LICENSE**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a right of way License with Salt River Project Agricultural Improvement and Power District (SRP) for the nonexclusive right and privilege to enter upon and use the property generally located at the intersection of Missouri Avenue and 95th Avenue alignment.

**Background**

The subject location of the proposed license agreement is along the 95th Avenue alignment approximately one-half mile south of Bethany Home Road. This location lies on the boundary line between the City of Glendale and Maricopa County with underlying USA fee land containing an open tail water ditch.

**Analysis**

There will be no impact on city departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

**Community Benefit/Public Involvement**

In an effort to facilitate a land exchange between SRP and Maricopa County, SRP has requested the City to enter into a license agreement in the vicinity of Missouri Avenue and 95th Avenue.

RESOLUTION NO. 5063 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER TO EXECUTE A RIGHT OF WAY LICENSE AGREEMENT WITH SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT FOR THE USE OF 95<sup>TH</sup> AND MISSOURI AVENUES FOR PUBLIC PURPOSES.

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 a Right of Way License Agreement with Salt River Project Agricultural Improvement and Power District for the use of 95<sup>th</sup> and Missouri Avenues for public purposes 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 City Manager or designee and the City Clerk be authorized and directed to execute 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            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager

**WHEN RECORDED MAIL TO:**

**SALT RIVER PROJECT**

Land Department/PAB350

P. O. Box 52025

Phoenix, Arizona 85072-2025

---

**RIGHT OF WAY LICENSE**

---

Maricopa County

R/W No. 109 Agt. PAR

W\_\_\_\_C\_\_\_\_

**KNOW ALL MEN BY THESE PRESENTS:**

That for the consideration of One (\$1.00) Dollar and other valuable considerations, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona, Licensor, hereby grants to the **City of Glendale, an Arizona municipal corporation**, Licensee, a Right of Way License ("License") conveying the nonexclusive right and privilege to enter upon and use the following described certain real property ("Licensed Property") and as depicted on **Exhibit "A"**, for roadway and landscaping, water and sewer lines situated in the County of Maricopa, State of Arizona, to-wit:

The South 45.00 feet of th East 20 feet of Parcel B of that certain Minor Land Division for Bethany Land Partners LLC, Recorded in Book 989 of Maps, Page 24 of the Official Records of the Maricopa County Recorder as Document 2008-458532 of Official Records.

This License is subject to the paramount rights of the United States of America ("USA") in and to the Licensed Property, federal reclamation law, and all agreements existing and to be made between and among the U.S.A., the Salt River Valley Water Users' Association ("Association") and Licensor regarding the management, care, operation and maintenance of the Reclamation Project.

The License herein granted shall be subject to the following additional conditions:

- 1) Licensor shall retain the prior right to construct, reconstruct, operate and maintain its existing and future irrigation, electrical and telecommunication facilities within the Licensed Property herein granted.
- 2) This License is nonexclusive and nothing herein shall be construed to prevent or restrict Licensor from granting other privileges to use the Licensed Property in a manner not inconsistent with Licensee's use of the Licensed Property in accordance with this License.

- 3) Licensors shall not be liable for any expense, cost or charge arising from Licensee's exercise of rights granted herein. Licensee shall reimburse Licensors for all costs and expenses incurred by Licensors to remove or relocate irrigation or electrical facilities and landscaping to accommodate the purposes for which this License is issued.
- 4) Prior to making any improvements or requesting any proposed alteration to existing structures within the Licensed Property, Licensee shall submit plans for Licensors' approval. Such approval shall not be unreasonably withheld.
- 5) To the extent not prohibited by law or expressly excepted herein, Licensee, its successors and assigns ("Indemnitors"), shall indemnify, release, and hold harmless Licensors, Association and the United States of America ("Indemnitees") and the directors, officers, employees, agents, successors and assigns thereof, against and from any damage, loss or liability caused in whole or in part by Licensee, regardless of whether caused in part by Indemnitees or any of them, and suffered by Indemnitees as a result of any claim, demand, lawsuit or action of any kind, whether such damage or loss is to person or property, arising out of, resulting from or caused by: (a) the acts or omissions of Licensee, its agents, contractors, officers, directors, or employees; (b) Licensee's use or occupancy of the Licensed Property for the purposes contemplated by this License, including but not limited to claims by third parties who are invited or permitted onto the Licensed Property, either expressly or impliedly, by Licensee or by the nature of Licensee's improvement or other use of the Licensed Property pursuant to this License; (c) Licensee's failure to comply with or fulfill its obligations established by this License or by law. Such obligation to indemnify shall extend to and encompass all costs incurred by Licensors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. Indemnitors' obligation pursuant to this Section shall not extend to any damage, loss or liability as a result of any claim, demand, lawsuit or action of any kind, whether such damage, loss or liability is to person or property arising out of, resulting from or caused by the sole, exclusive acts or omissions of Indemnitees, their contractors, directors, officers, employees, agents, successors or assigns for which Licensors shall indemnify, release and hold harmless Indemnitors. Licensors' obligation to indemnify Indemnitors shall extend to and encompass all costs incurred by Indemnitors in defending against such claims, demands, lawsuits or actions, including but not limited to attorney, witness and expert witness fees, and any other litigation related expenses. The provisions of this Section shall survive termination of this License.
- 6) The License herein granted is subject to all prior licenses, leases, and easements of record.
- 7) Either party may terminate this License without cause upon not less than 360 days written notice.

---

# SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT AND POWER DISTRICT

**Its:** \_\_\_\_\_

County of Maricopa ) ss.

On this \_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_, the foregoing instrument was acknowledged before me by \_\_\_\_\_, a \_\_\_\_\_ of the Land Department, **SALT RIVER PROJECT AGRICULTURAL IMPROVEMENT DISTRICT**, an agricultural improvement district organized and existing under the laws of the State of Arizona ("SRP"), on behalf of SRP.

Notary Public  
My Commission Expires: \_\_\_\_\_

IN WITNESS WHEREOF, **City of Glendale, an Arizona municipal corporation**, has caused its name to be executed by its duly authorized representative(s), this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**APPROVED AS TO FORM**

**LICENSEE:**  
**City of Glendale, an Arizona municipal corporation,**

\_\_\_\_\_  
City Attorney

By \_\_\_\_\_

Its \_\_\_\_\_

**ATTEST:**

\_\_\_\_\_  
City Clerk

STATE OF \_\_\_\_\_ )  
COUNTY OF \_\_\_\_\_ ) ss

The forgoing instrument was acknowledged before me this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_ by \_\_\_\_\_, as \_\_\_\_\_, **City of Glendale, an Arizona municipal corporation of the State of Arizona**, on behalf of such corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

**Note: This instrument is exempt from the real estate transfer fee and affidavit of legal value required under A.R.S. Sections 11-1132 and 11-1133 pursuant to the exemptions set forth in A.R.S. Sections 11-1134(A)(2) and (A)(3).**

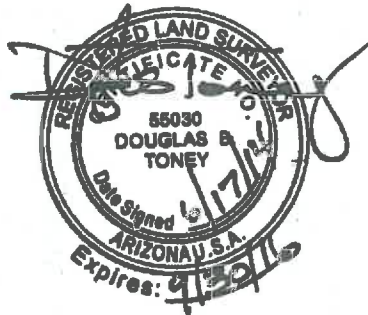
**EXHIBIT "A"**

**DESCRIPTION OF REAL ESTATE IN MARICOPA COUNTY  
STATE OF ARIZONA**

A PARCEL OF LAND LOCATED WITHIN THE EAST HALF (E1/2) OF THE NORTHWEST QUARTER (NW1/4), SECTION SIXTEEN (16), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, SAID AREA BEING DESCRIBED AS FOLLOWS:

THE EAST 20 FEET OF PARCEL B OF THAT CERTAIN MINOR LAND DIVISION FOR BETHANY LAND PARTNERS LLC, RECORDED IN BOOK 989 OF MAPS, PAGE 24 OF THE OFFICIAL RECORDS OF THE MARICOPA COUNTY RECORDER AS DOCUMENT 2008-458532 OF OFFICIAL RECORDS.

SAID PARCEL CONTAINS 27,618 SQUARE FEET OR 0.63 ACRES, MORE OR LESS.



SHEET 1 OF 1

P:\9656 - UOP Stadium\9656-01-005 (SUR)\Survey\Legal Descriptions\9656\_LEGAL\_USA.docx

Bowman Consulting Group, Ltd. • 1295 W Washington, Suite 108 • Tempe, Arizona 85281 • P: 480.629.8830

50' EASEMENT FOR DITCHES,  
ROADWAYS, & PRIVATE LANE  
PER BOOK 280 OF DEEDS,  
PAGE 401, MCR

N1/4 COR S16  
T.2N, R.1E



S89°30'56"E

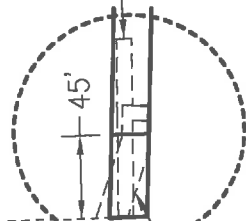
313.23'

293.23'

20.00'

20' PROPOSED USA FEE  
27,618 SQ.FT.  
0.63 AC.

8' OVERHEAD & U/G  
ELECTRIC EASEMENT PER  
DOC. 1995-0633238, MCR



DETAIL 'A'

16' EXCLUSIVE  
IRRIGATION EASEMENT  
PER DOC. 2002-0902142 &  
DOC. 2002-0902179, MCR

PARCEL B  
BOOK 989, PAGE 24, MCR  
FARM 101 LLC  
DOC. NO. 2009-0346805, MCR

N00°29'04"E 1,393.78'

S00°29'04"W 1,381.31'

1,380.46'

S00°29'04"W 2,709.06'

SEE DETAIL 'A'

W1/4 COR S16  
T.2N, R.1E

2,341.59'

S88°02'57"W 2,655.10'

293.49'

313.51'

C1/4 S16  
T.2N, R.1E

SHEET 1

DATE:  
9/22/15

EXHIBIT  
PROPOSED USA FEE

BY: DT	CHK: DT	QC: DT	
BCG PROJECT NO: 9656-01		TASK: 005	
CLIENT REF NO:			

**Bowman**  
CONSULTING

1296 W Washington St, #108  
Tempe, AZ 85281  
Phone: (480) 629-8830  
Fax: (480) 629-8841  
www.bowmanconsulting.com



## Legislation Description

---

**File #: 16-009, Version: 1**

---

**RESOLUTION 5064: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION FOR COMMUNITY ACTION PROGRAM FUNDING**

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 Acting City Manager to enter into Amendment No. 1 to the agreement with the Arizona Community Action Association (ACAA) to accept \$13,235 in Community Action Program (CAP) funding.

### **Background**

The CAP provides direct services to low and moderate income Glendale residents. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an agreement with the State of Arizona Department of Economic Security (DES). This ongoing agreement with the State of Arizona enables the city to contract for funds from other statewide organizations working to provide direct assistance to low and moderate-income residents. Under this agreement, DES provides approximately \$1 million each year for the provision of CAP services while the City provides a general fund “match” of \$8,569 and various in-kind contributions such as office space and related utilities and custodial services.

The Glendale CAP is also associated with ACAA, which is a non-profit, state-wide organization of community action programs that supports and promotes the well-being and self-sufficiency of all Arizonans. It works collaboratively with partners across the state to ensure fair and affordable energy costs; access to emergency utility assistance; financial assistance programs and food security programs. To accomplish this, the ACAA partners with utility companies, individual donors and foundation grants to provide CAP agencies with additional money to provide general utility assistance to qualified individuals.

### **Analysis**

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the “low” to “extremely low” income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, the ACAA Amendment No. 1 will provide additional program funding in the amount of

\$13,235 for CAP services in FY 15-16. These additional funds will allow staff to assist approximately 80 more Glendale residents with direct utility assistance. This is significant in that many of the individuals seeking such assistance must often make the difficult choice of whether to use their limited resources on sustenance or basic shelter. The additional utility assistance funds will provide immediate relief to those who are striving to become self-sufficient. The acceptance of this agreement will apply to the July 1, 2015 - June 30, 2016 period.

#### **Previous Related Council Action**

On August 11, 2015, City Council approved entering into an independent contract agreement between the city and the Arizona Community Action Association for CAP operations. Previous to FY14-15, ACAA funding was accepted and approved administratively.

#### **Community Benefit/Public Involvement**

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis. Acceptance of these funds from the ACAA will ensure that Glendale residents have additional opportunities to access crisis services that promote financial stability, enhance the quality of life in Glendale, and allow the city to better meet high public demand for this type of direct assistance. The Community Development Advisory Committee reviewed and approved this item at its January 14, 2016 meeting.

#### **Budget and Financial Impacts**

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES. No additional city funds are required for the acceptance of these additional funds from ACAA.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$13,235</b>	<b>Fund 1820, Departments 32069, 32070, 32071, 32072, 32073, 32074 various expenditure accounts</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5064 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AMENDMENT NO. 1 TO THE INDEPENDENT AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION TO RECEIVE FUNDING FOR FY 2015 UTILITY ASSISTANCE PROGRAMS.

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 Amendment No. 1 to the Independent Contractor Agreement with Arizona Community Action Associate to receive funding for FY 2015 Utility Assistance Programs for the purpose of providing weatherization services, utility repair and replacement, utility deposits and bill assistance be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary to effectuate said amendment 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            , 2016.

\_\_\_\_\_  
MAYOR

ATTEST:

\_\_\_\_\_  
City Clerk (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



Arizona Community Action Association

**Amendment No. One (1) to the 2015  
Independent Contractor Agreement  
2015 Utility Assistance Program**

The Independent Contract Agreement dated January 14, 2015, between Arizona Community Action Association (ACAA) and **City of Glendale, an Arizona municipal corporation, through its Community Action Program** (hereinafter "Contractor") to conduct application intake and eligibility determination for utility bill assistance and deposits is hereby amended as follows:

**Purpose of the Amendment:**

1. To allocate additional Southwest Gas Energy Share (referred to as SWG EShare) funds in the amount of **\$11,911.50** for Direct Services and **\$1,323.50** for Program Delivery in order to provide additional assistance to eligible households.
2. To extend the current January 14, 2015 contract to June 30, 2016.

**Amendment to:**

Section I. Services and Programs – 1.2 Fund Sources:

SWG Energy Share Program: Provide an additional **\$11,911.50** in Direct Service and **\$1,323.50** in Program Delivery . The total amount of additional SWG EShare funding is **\$13,235.00**.

**Whole Agreement:**

Unless otherwise noted herein, all other provisions of the original Agreement will remain in place for the duration of the original Agreement.

**[Signature page follows]**

**CONTRACTOR:**  
City of Glendale, an Arizona municipal  
corporation, through its Community Action  
Program

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Title : \_\_\_\_\_

Date: \_\_\_\_\_

Approved as to Form:

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Arizona Community Action Association,  
an Arizona nonprofit corporation

By: \_\_\_\_\_

Name: Cynthia Zwick

Title: Executive Director

Date: 10.1.15

Address:

2700 North 3<sup>rd</sup> Street, Suite 3040

Phoenix, Arizona 85004

Fax No.: 602-604-0644

E-mail: [czwick@azca.org](mailto:czwick@azca.org)

IN WITNESS WHEREOF, the undersigned have executed this Amendment No. One (1),  
effective as of the effective date.



## Legislation Description

---

**File #: 16-005, Version: 1**

---

**RESOLUTION 5065: AUTHORIZATION TO ACCEPT A VICTIMS OF CRIME ACT GRANT FOR CRIME VICTIM SERVICES 2015 FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND ENTER INTO SUB-GRANT AWARD AGREEMENT NO. 2015-180**

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 Acting City Manager to accept a Victims of Crime Act (VOCA) grant in the approximate amount of \$180,090 through the Arizona Department of Public Safety (DPS) for Crime Victim Services 2015, and enter into sub-grant award agreement number 2015-180 to continue a VOCA-funded victim project funded in a previous year.

### **Background**

The Glendale Police Department (GPD) has been accepting VOCA grants for over ten years. Since 2006, the VOCA grants have partially and fully funded both part-time and full-time Victim Assistance (VA) Caseworker positions; and in 2008, the grant began funding a part-time VA Volunteer Coordinator as well. VA Caseworkers provide services to sexual abuse victims, sexual assault victims, domestic violence victims, child abuse victims, and their families. The VA Volunteer Coordinator manages and mentors volunteers for the Glendale Family Advocacy Center.

This VOCA grant has been a recurring grant and will allow for the continued funding of the salary, benefits, and training for one full-time VA Caseworker. This grant will also allow the salary, benefits, and training of a current part-time VA Caseworker to be increased to a full-time position. Lastly, the grant allows for the continued funding of salary and training for one part VA Volunteer Coordinator.

The GPD Victim Assistance Program is part of a nationwide movement to better serve victims of crime by enhancing and expanding direct services in accordance with the VOCA. The program assists victims in exercising their rights and helping them to gain stability in their lives. The program also ensures the GPD continues to maintain compliance with Arizona's Crime Victims' Rights mandates. VA Caseworkers play a crucial role in ensuring that victims of crime are treated with dignity and respect, and these highly dedicated staff members serve the citizens of Glendale around the clock. GPD is proud to have professional VA Caseworkers to aid in reducing the impact of trauma on crime victims.

### **Analysis**

There is a 48% increase in the grant amount received by the city this year. If approved by Council, acceptance of this grant will allow GPD to move forward with continued funding of the current full-time VA Caseworker,

increase a current part-time VA Caseworker to full-time, and continue funding one part-time VA Volunteer Coordinator, with the project period of October 1, 2015 through September 30, 2016. Staff is recommending Council adopt the proposed resolution authorizing the City Manager to accept the VOCA grant in the approximate amount of \$180,090 and enter into sub-grant award agreement number 2015-180.

Previous year VOCA grants awarded through DPS followed a fiscal year cycle (June to July). In order to secure federal funding once it became available, this year DPS switched to the federal cycle (October to September). In anticipation of the grant cycle modification, last year DPS extended the project period to run from July 1, 2014 through September 30, 2015. Although the funding for the current proposed grant wasn't officially awarded to the city until December 2015, salaries for the current VA Caseworkers and VA Volunteer Coordinator continued through the three month gap and funds will be billed retroactive and reimbursed once the grant funds are received.

#### **Previous Related Council Action**

On August 12, 2014, Council approved the acceptance of a VOCA Grant from DPS in the amount of \$121,464.

#### **Community Benefit/Public Involvement**

The Victim Assistance Program provides direct services to Glendale residents, and their families, who have become crime victims. Services offered through the Victim Assistance Program include: resource referrals, crisis counseling, court accompaniment, crime prevention, as well as advocacy services.

#### **Budget and Financial Impacts**

The grant award totals \$180,090 and there is a \$45,023 financial match required. The salary currently budgeted for one full-time Victim Assistance Caseworker qualifies as the required financial match; therefore, funds for the financial match are available in the FY 2015-16 GPD operating budget. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded and formally executed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$45,023</b>	<b>1000-12150-500200, Crime Investigations</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5065 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA), AND APPROVING MATCHING FUNDS, FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE GRANT PROGRAM.

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

SECTION 1. That the City of Glendale hereby accepts a grant offer from the Arizona Department of Public Safety, Victims of Crime Act (VOCA) (DPS Grant Agreement No. 2015-180), for the Glendale Police Department's Victim Assistance Program in the approximate amount of \$180,090.

SECTION 2. That the City of Glendale will commit matching funds in the amount of \$45,023 for the Victim Assistance Program.

SECTION 3. That the City Manager or designee and the City Clerk be authorized to execute and deliver any and all documents necessary for the acceptance of said grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY  
Governor

FRANK L. MILSTEAD  
Director

December 23, 2015

Melissa Brickhouse-Thomas  
Glendale Police Department  
6830 N. 57th Drive  
Glendale, AZ 85301-2811

**RE: Fiscal Year 2015/2016 DPS-VOCA Award**

Dear Mrs. Brickhouse-Thomas:

Congratulations! Your agency has been awarded \$180,090 in DPS-VOCA funds for the 2015/2016 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. Please see the attached list of items associated with your Subgrant Award Agreement and further instructions for compliance with each item.

Please call me at (602) 223-2491 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Doll".

Sheri Doll  
Grant Coordinator

### Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEOP).** Complete and sign the Equal Employment Opportunity Plan (EEOP) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying.** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
7. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
8. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
9. **Accounting System and Financial Capability Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the OJP Financial Guide. Subgrantees shall complete the Accounting System and Financial Capability Questionnaire and return it to DPS with the signed Award Agreement.
10. **Certification Regarding Non-Supplanting.** State and local governmental subgrantees shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
11. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

ARIZONA DEPARTMENT OF PUBLIC SAFETY

VICTIMS OF CRIME ACT (VOCA)

VICTIM ASSISTANCE GRANT PROGRAM

FEDERAL GRANT #2015-VA-GX-0032

CFDA #16-575

SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: Glendale Police Department

ADDRESS: 6835 N. 57th Drive

CITY: Glendale STATE: AZ ZIP: 85301-3218

2015/2016 AWARD AMOUNT: \$180,090

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$45,023

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

---

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

## DPS Grant Agreement No. 2015-180

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

### General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
  - 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
  - 1.3 "Application" means a written online Request for Grant Application (RFGA).
  - 1.4 "Days" means calendar days unless otherwise specified.
  - 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
  - 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
  - 1.7 "DPS" means the Arizona Department of Public Safety.
  - 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
  - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
  - 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
  - 1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
  - 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
  - 1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
  - 1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

**2.0 Subgrant award agreement interpretation.**

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;

2.2.2 General Conditions;

2.2.3 DPS / VOCA Guidelines;

2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parole evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3.0 Subgrant award agreement administration and operation.**

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

DPS Grant Agreement No. 2015-180

them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
- 3.3.1 Monthly financial report due the 15<sup>th</sup> of each month;
- 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
- 3.3.3 Annual narrative report due 30 days following the close of the grant period;
- 3.3.4 DPS victim assistance survey due annually upon request; and
- 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.
- Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.
- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2015-VA-GX-0032 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

DPS Grant Agreement No. 2015-180

application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
1. New construction.
  2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain.
  3. A renovation which will change the basic prior use of a facility or significantly change its size.
  4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
  5. Implementation of a program involving the use of chemicals.

DPS Grant Agreement No. 2015-180

- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website ([www.sam.gov](http://www.sam.gov)).
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

## DPS Grant Agreement No. 2015-180

- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

### **5.0 Subgrant Award Agreement Changes.**

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

### **6.0 Indemnification.**

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

### **7.0 Grant Remedies.**

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

**8.0 Grant Termination.**

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

**9.0 Arbitration.**

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

**10.0 Other Service Requirements.**

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from a the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

DPS Grant Agreement No. 2015-180

**2015 - 2016  
APPROVED BUDGET**

<b>Budget line items:</b>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
<b>Salaries and Wages</b>	\$116,228	\$37,806	\$154,034
<b>Fringe Benefits</b>	\$48,071	\$ 7,217	\$55,288
<b>Travel</b>	\$ 0	\$ 0	\$ 0
<b>Professional/Outside Services</b>	\$ 0	\$ 0	\$ 0
<b>Equipment</b>	\$ 0	\$ 0	\$ 0
<b>Other Operating</b>	\$15,791	\$ 0	\$15,791
<b>Total</b>	<b>\$180,090</b>	<b>\$45,023</b>	<b>\$225,113</b>

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Frank L. Milstead, Colonel  
Director  
Arizona Department of Public Safety


\_\_\_\_\_  
Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

For the Subrecipient:

Project Director:

Signature: \_\_\_\_\_


  
David Madeya, Police Lieutenant

Date: \_\_\_\_\_

1-14-16

Authorizing Official:

Signature: \_\_\_\_\_

  
Debora Black, Police Chief

Date: \_\_\_\_\_

1-14-16

Approved as to form:

\_\_\_\_\_  
Attorney for Subrecipient (optional)

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>CITY of Glendale Police Department</u>	
Address: <u>10835 N. 57th Ave Glendale AZ 85301</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding?	Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No
DUNS Number: <u>111215518</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Richard Bowers</u>	
Telephone Number: <u>623 930-2870</u>	E-Mail Address: <u>rbowers@glendaleaz.com</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R. § 42.302.

I further certify that \_\_\_\_\_ [recipient] will comply  
with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, \_\_\_\_\_ [responsible  
official], certify that \_\_\_\_\_  
[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

CITY of Glendale  
[organization],

3850 W. Glendale Ave Glendale AZ 85301  
[address].

Richard A. Bowers, Acting City Manager  
Print or Type Name and Title

Signature

1.14.16  
Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible  
official], certify that \_\_\_\_\_

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_

[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

## Section D—Declaration Stating that Recipient Subawards a Single Award Over \$500,000

*If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list, including, name, address and DUNS # of each such sub-recipient.*

[illegible]

*If additional space is necessary, please duplicate this page.*

## **INSTRUCTIONS Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.**

### **Section A**

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

### **Section B**

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

### **Section C**

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

### **Section D**

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

## Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Certification Regarding Lobbying**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69 "New Restrictions on Lobbying". The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant, or cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form – LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

☐ Not Applicable (Check box if subrecipient's VOCA award is less than \$100,000. Whether certification is applicable or not, complete the information below.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: CITY of Glendale Police Department

Address: 10835 N. 57th Drive Glendale AZ 85301

DPS Contract #: 2015-236 Federal Employer Identification #: 86-6605247

Printed Name & Title of Authorizing Official: Brent Stoddard, Intergovernmental Programs Director

Signature: [Signature] Date: 1-13-16

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

Approved by OMB

0348-0046

(See reverse for public burden disclosure.)

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  n/a Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  n/a Congressional District, if known:		
<b>6. Federal Department/Agency:</b>  n/a			<b>7. Federal Program Name/Description:</b>  n/a CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  n/a			<b>b. Individuals Performing Services</b> (including address if different from No. 10a) (last name, first name, MI):  n/a		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ <input type="checkbox"/> Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>					Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions (Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

Richard A. Bowers Acting City Manager  
Name and Title of Authorized Representative

Signature

Date

City of Glendale  
Name of Organization

16835 N. 57th Drive Glendale AZ 85301  
Address of Organization

### **Instructions for Certification**

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

# Arizona Department of Public Safety Victims of Crime Act (VOCA) Administration



## Complying with Federal Civil Rights Program Requirements

### **Ensuring Access to Federally Assisted Programs**

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please go to the Office for Civil Rights website at [http://ojp.gov/about/ocr/equal\\_fbo.htm](http://ojp.gov/about/ocr/equal_fbo.htm).

### **Nondiscrimination Notification**

DPS-VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services, and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

### **Discrimination Complaints**

Employees, clients, customers, or program participants of a DPS-VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit ([http://www.azdps.gov/Services/Crime\\_Victims/](http://www.azdps.gov/Services/Crime_Victims/)); the Arizona Office of the Attorney General, Office for Civil Rights ([http://www.azag.gov/civil\\_rights/](http://www.azag.gov/civil_rights/)); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<http://www.justice.gov/crt/>).

### **Submitting Findings of Discrimination**

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the grounds of race, color, national origin, religion, or sex, your organization must submit a copy of the finding to OCR for review, with a copy to DPS-VOCA.

I, Richard A. Bowers (printed name of responsible official), certify that the  
City of Glendale (name of subrecipient organization) will comply with the Federal Civil  
Rights Program requirements as outlined above.

Responsible Official's Title: Acting City Manager DPS Contract Number: 2015-180

Signature: [Signature] for Richard A. Bowers Date: 1-14-16

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Proof of Nonprofit Status**

Non-profit subgrantees shall demonstrate nonprofit status by any of the following means:

- (1) Provide proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- (3) A certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- (4) Any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

This documentation shall be returned to DPS with the signed Award Agreement.

I certify \_\_\_\_\_ (name of subrecipient organization) is a nonprofit agency and attached is documentation demonstrating proof of nonprofit status according to the requirements outlined in item number \_\_\_\_\_ listed above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official

\_\_\_\_\_  
Date

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Certification regarding eligibility for  
de minimis rate of 10% of Modified Total Direct Costs (MTDC)**

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify to the best of my knowledge \_\_\_\_\_ (name of subrecipient organization) has never received a federally negotiated rate and will conform to the requirements listed above when utilizing the de minimis rate of 10% of modified total direct costs (MTDC).

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official

\_\_\_\_\_  
Date



# U.S. DEPARTMENT OF JUSTICE OFFICE OF JUSTICE PROGRAMS ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE

## SECTION A: PURPOSE

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

## SECTION B: GENERAL

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (month, day, year)

6/12/10

b. Principle officers

Richard A. Brown

Titles

Acting City Manager

c. Employer Identification Number:

86-6000247

d. Number of Employees

Full Time: 167 Part Time: 644

2. Is the firm affiliated with any other firm: ☐ Yes ☒ No  
If "yes", provide details: this is the first line  
this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)

\$ 418,533,000

## SECTION C: ACCOUNTING SYSTEM

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? ☐ Yes ☒ No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: ☐ Manual ☒ Automated ☐ Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? ☒ Yes ☐ No ☐ Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? ☒ Yes ☐ No ☐ Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? ☒ Yes ☐ No ☐ Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? ☒ Yes ☐ No ☐ Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?


☒ Yes ☐ No ☐ Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?

☒ Yes ☐ No ☐ Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?

☒ Yes ☐ No ☐ Not Sure

<b>SECTION D: FUNDS CONTROL</b>	
1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Not Sure
<b>SECTION E: FINANCIAL STATEMENTS</b>	
1. Did an independent certified public accountant (CPA) ever examine the financial statements?	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.	<input checked="" type="checkbox"/> Enclosed <input type="checkbox"/> N/A
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:	
<b>SECTION F: ADDITIONAL INFORMATION</b>	
1. Use this space for any additional information (indicate section and item numbers if a continuation)	
<b>SECTION G: APPLICANT CERTIFICATION</b>	
I certify that the above information is complete and correct to the best of my knowledge.	
1. Signature 	b. Firm Name, Address, and Telephone Number City of Glendale 5850 W Glendale Ave #303 Glendale, AZ 85301
a. Title Controller	
<b>SECTION H: CPA CERTIFICATION</b>	
The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.	
1. Signature  	b. Firm Name, Address, and Telephone Number
a. Title	

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration



**Certification regarding Non-Supplanting**

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as "to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose."

The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the CITY of Glendale Police Dept (name of subrecipient organization)

will comply with the prohibition against supplanting as outlined above.

[Signature]  
Signature of Authorizing Official

Acting City Manager  
Printed Name and Title of Authorizing Official

14 January 2014  
Date

## **Subgrant Award Report (SAR)**

Subrecipient Organization Name: City of Glendale, Police Department

DPS-VOCA Contract # 2015-VA-6X-0032

### **Subrecipient Organization Type**

**INSTRUCTIONS:** Check the appropriate box that best reflects your agency type.

**A. Government Agencies Only:** Which designation best describes this government agency (**select one response**)?

- ☐ Courts
- ☒ Juvenile justice
- ☒ Law enforcement
- ☐ Prosecutor
- ☐ Other government agency

**B. Nonprofit Organization Only:** Which designation best describes this nonprofit organization (**select one response**)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Coalition (e.g., state domestic violence or sexual assault coalition)
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Multi-service agency
- ☐ Other type of organization serving victims of crime

**C. Federally Recognized Tribal Governments, Agencies, and Organizations Only:** Which designation best describes this tribal agency or organization (**select one response**)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Court
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Juvenile justice
- ☐ Law enforcement
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Prosecutor
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Other justice-based agency
- ☐ Other agency that is NOT justice-based (e.g., human services, health, education)
- ☐ Organization by and/or for a specific traditionally underserved community
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)

**D. Campus Organizations Only:** Which designation best describes this campus organization (**select one response**)?

- ☐ Campus-based victims services
- ☐ Law enforcement
- ☐ Physical or mental health service program
- ☐ Other:

## **Use of VOCA and Match Funds:**

**INSTRUCTIONS:** For this subaward, check the category of service and subcategory that best identifies the types of services or activities that will be provided by this VOCA-funded project, as described below.

**Note:** Report only those program activities that will be implemented with this VOCA award. Do not report services offered by another VOCA award received by your agency or any another agency.

### ☒ **A. INFORMATION & REFERRAL**

- ☒ Information about the criminal justice process
- ☒ Information about victim rights, how to obtain notifications, etc.
- ☒ Referral to other victim service programs
- ☒ Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

### ☒ **B. PERSONAL ADVOCACY/ACCOMPANIMENT**

- ☐ Victim advocacy/accompaniment to emergency medical care
- ☒ Victim advocacy/accompaniment to medical forensic exam
- ☐ Law enforcement interview advocacy/accompaniment
- ☒ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- ☐ Performance of medical forensic exam or interview, or medical evidence collection
- ☒ Immigration assistance (e.g., special visas, continued presence application, other immigration relief)
- ☒ Intervention with employer, creditor, landlord, or academic institution
- ☐ Child and/or dependent care assistance (provided by agency)
- ☒ Transportation assistance (provided by agency)
- ☒ Interpreter services
- ☒ Assistance with victim compensation application

### ☒ **C. EMOTIONAL SUPPORT OR SAFETY SERVICES**

- ☒ Crisis intervention (in-person, includes safety planning, etc.)
- ☐ Hotline/crisis line counseling
- ☐ Individual counseling
- ☒ On-scene crisis response (e.g., community crisis response)
- ☐ Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)
- ☐ Support groups (facilitated or peer)
- ☒ Emergency financial assistance (includes emergency loans, taxis, prophylactic and nonprophylactic meds, durable/medical equipment, etc.)

### ☐ **D. SHELTER/HOUSING SERVICES**

- ☐ Emergency shelter or safe house
- ☐ Transitional housing
- ☐ Relocation assistance

### ☒ **E. CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE**

- ☒ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ☒ Victim impact statement assistance
- ☒ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- ☐ Civil legal attorney assistance in obtaining protection or restraining order
- ☐ Civil legal attorney assistance with family law issues (e.g., custody, visitation, or support)
- ☒ Other emergency justice-related assistance
- ☐ Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)
- ☒ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- ☒ Law enforcement interview advocacy/accompaniment
- ☒ Criminal advocacy/accompaniment
- ☐ Other legal advice and/or counsel

## **Staffing**

**INSTRUCTIONS:** Indicate your agency's total number of paid full-time equivalent staff for all victimization programs and/or services for the current fiscal year. This FTE count should include the VOCA funded staff as well as the agency's entire direct service staff.

Number of Full Time Equivalent (FTE) Staff: 6.5



## Legislation Description

---

**File #: 16-006, Version: 1**

---

**RESOLUTION 5066: AUTHORIZATION TO ACCEPT A VICTIMS OF CRIME ACT GRANT FOR VICTIM ASSISTANCE CRISIS INTERVENTION PATROL EXPANDED PROGRAM FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY AND ENTER INTO SUB-GRANT AWARD AGREEMENT NO. 2015-236**

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 Acting City Manager to accept a Victims of Crime Act (VOCA) grant in the approximate amount of \$157,493 through the Arizona Department of Public Safety (DPS) for Victim Assistance Crisis Intervention Patrol Expanded Program, and enter into sub-grant award agreement number 2015-236 to expand or enhance an existing project not funded by VOCA in the previous year.

### **Background**

The Glendale Police Department (GPD) has been accepting VOCA grants for over ten years. Since 2006, the VOCA grants have partially and fully funded both part-time and full-time Victim Assistance (VA) Caseworker positions. VA Caseworkers provide services to sexual abuse victims, sexual assault victims, domestic violence victims, child abuse victims, and their families.

The current VA Caseworkers work traditional business hours and are currently only available on an “on call” basis for after hours, weekends, and holidays. This new VOCA grant will fund the salary, benefits, training, and equipment for two new full-time VA Caseworkers. The new VA Caseworker positions will be patrol based, working weekends and alternate hours (swing shift and/or graveyard hours). The addition of the two new VA Caseworkers will increase the capacity of the Victim Assistance Program, providing additional crisis intervention victim services within the patrol division and eliminate the need for a “call out.” The new VA Caseworkers will work in conjunction with the Glendale Fire Department (GFD) Crisis Response Team, which consists of volunteers trained by the GFD and Glendale Victim Assistance Unit to provide assistance, guidance, grief support and referrals to victims, families and witnesses after a traumatic event, as well as to guide citizens in the right direction after the event.

The GPD Victim Assistance Program is part of a nationwide movement to better serve victims of crime by enhancing and expanding direct services in accordance with the VOCA. The program assists victims in exercising their rights and helping them to gain stability in their lives. The program also ensures the GPD continues to maintain compliance with Arizona’s Crime Victims’ Rights mandates. VA Caseworkers play a crucial role in ensuring that victims of crime are treated with dignity and respect, and these highly dedicated staff members serve the citizens of Glendale around the clock. GPD is proud to have professional VA Caseworkers to aid in reducing the impact of trauma on crime victims.

**Analysis**

If approved by Council, acceptance of this grant will allow GPD to move forward with hiring the new Caseworkers with a project period of October 1, 2015 and runs until September 30, 2016. Staff is recommending Council adopt the proposed resolution authorizing the City Manager to accept the VOCA grant in the approximate amount of \$157,493 and enter into sub-grant award agreement number 2015-236.

In anticipation of the new positions, a Victim Assistance Caseworker recruitment is in progress. The position posting indicates the funding is through a grant which must be obtained on an annual basis in order for the position(s) to continue. It is anticipated the new positions will be hired and in place by April 2016. The equipment necessary for these positions consists of a laptop computer with docking station, standard monitor, and color printer that will be shared by both of the new VA Caseworkers. Due to the project period ending on September 30, 2016, if the full grant amount is not utilized, an adjustment to the grant may be requested to use the remaining funds for needs other than salary, benefits, and training; or the unused grant funds will be returned.

**Previous Related Council Action**

On August 12, 2014, Council approved the acceptance of a VOCA Grant from DPS in the amount of \$121,464.

**Community Benefit/Public Involvement**

The Victim Assistance Program provides direct services to Glendale residents, and their families, who have become crime victims. Services offered through the Victim Assistance Program include: resource referrals, crisis counseling, court accompaniment, crime prevention, as well as advocacy services.

**Budget and Financial Impacts**

The grant award totals \$157,493 and there is a \$39,373 financial match required. The salary currently budgeted for one current full-time Victim Assistance Caseworker qualifies as the required financial match; therefore, funds for the financial match are available in the FY 2015-16 GPD operating budget. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded and formally executed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$39,373</b>	<b>1000-12150-500200, Crime Investigations</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5066 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE ARIZONA DEPARTMENT OF PUBLIC SAFETY, VICTIMS OF CRIME ACT (VOCA), AND APPROVING MATCHING FUNDS, FOR THE GLENDALE POLICE DEPARTMENT'S VICTIM ASSISTANCE GRANT PROGRAM.

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

SECTION 1. That the City of Glendale hereby accepts a grant offer from the Arizona Department of Public Safety, Victims of Crime Act (VOCA) (DPS Grant Agreement No. 2015-236), for the Glendale Police Department's Victim Assistance Program in the approximate amount of \$157,493.

SECTION 2. That the City of Glendale will commit matching funds in the amount of \$39,373 for the Victim Assistance Program.

SECTION 3. That the City Manager or designee and the City Clerk be authorized to execute and deliver any and all documents necessary for the acceptance of said grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager



## ARIZONA DEPARTMENT OF PUBLIC SAFETY

2102 WEST ENCANTO BLVD. P.O. BOX 6638 PHOENIX, ARIZONA 85005-6638 (602) 223-2000

*"Courteous Vigilance"*

DOUGLAS A. DUCEY      FRANK L. MILSTEAD  
Governor                      Director

December 23, 2015

Melissa Brickhouse-Thomas  
Glendale Police Department  
6830 N. 57th Drive  
Glendale, AZ 85301-2811

**RE: Fiscal Year 2015/2016 DPS-VOCA Award**

Dear Mrs. Brickhouse-Thomas:

Congratulations! Your agency has been awarded \$157,493 in DPS-VOCA funds for the 2015/2016 program year. Enclosed is the grant award agreement package for your DPS-VOCA grant. Please read and be familiar with the General and any applicable Special Conditions contained in the agreement.

Your agency has 60 days from the date of this letter to accept this offer by signing and returning the enclosed agreement and required certifications; however, reimbursement of VOCA grant funds will not be made until the entire agreement package has been returned to DPS and is fully negotiated. Please see the attached list of items associated with your Subgrant Award Agreement and further instructions for compliance with each item.

Please call me at (602) 223-2491 if you have any questions.

Sincerely,

A handwritten signature in cursive script that reads "Sheri Doll".

Sheri Doll  
Grant Coordinator

### Subgrant Award Agreement Attachments

1. **Subgrant Award Agreement.** This agreement shall be signed by the authorized officials listed on the signature page. Return the *entire* agreement with original signatures to DPS. A copy will be mailed to you once it has been signed by the DPS Director.
2. **Certification Form (EEOP).** Complete and sign the Equal Employment Opportunity Plan (EEOP) Certification Form and return to DPS with the Award Agreement.
3. **Certification Regarding Lobbying.** Any subgrantee that receives over \$100,000 in federal funding in a fiscal year shall complete, sign and return this form certifying that it shall comply with "New Restrictions on Lobbying," 28 CFR Part 69. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
4. **Disclosure of Lobbying Activities.** Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has engaged in reportable federal lobbying activities shall complete and return this form to disclose those activities. Any subgrantee that receives more than \$100,000 in federal funding in a fiscal year and has not engaged in reportable federal lobbying activities shall mark "Not Applicable," sign and return this form. If your agency receives less than \$100,000 in federal funding in a fiscal year, mark "Not Applicable," sign and return this form.
5. **Certification Regarding Debarment.** This certification is required by the regulations implementing Executive Order 12549, "Debarment and Suspension," 28 CFR Part 67, Section 67.510, participants' responsibilities. This certifies that your agency is eligible to receive a federal grant, and that neither your agency nor its employees have been debarred from doing business with the federal government. This completed certification shall be returned to DPS with the signed Award Agreement.
6. **Federal Civil Rights Requirements.** In accordance with Federal regulations and as a condition of award, your organization shall comply with all applicable Federal Civil Rights requirements of nondiscrimination. This completed certification shall be returned to DPS with the signed Award Agreement.
7. **Proof of Nonprofit Status.** Nonprofit subgrantee agencies shall provide proof of nonprofit status by providing the relevant documentation as outlined in the attached document. This documentation shall be returned to DPS with the signed Award Agreement.
8. **Proof of Federally Negotiated Indirect Cost Rate or Certification regarding de minimis rate of 10% of Modified Total Direct Costs (MTDC) eligibility.** Any subgrantee awarded indirect costs based on a federally negotiated indirect cost rate shall provide a copy of the Indirect Cost Negotiated Agreement. This documentation shall be returned to DPS with the signed Award Agreement. Any subgrantee awarded indirect costs based on a de minimis rate of 10% of MTDC shall complete the attached certification regarding its eligibility.
9. **Accounting System and Financial Capability Questionnaire.** Adequate accounting systems shall meet criteria as outlined in the OJP Financial Guide. Subgrantees shall complete the Accounting System and Financial Capability Questionnaire and return it to DPS with the signed Award Agreement.
10. **Certification Regarding Non-Supplanting.** State and local governmental subgrantees shall certify the agency's adherence to the prohibition against supplanting of State or local funds with Federal funds. This completed certification shall be returned to DPS with the signed Award Agreement.
11. **Subgrant Award Report (SAR).** Complete the Subgrant Award Report as it pertains to this award and return to DPS with the signed Award Agreement.

ARIZONA DEPARTMENT OF PUBLIC SAFETY  
VICTIMS OF CRIME ACT (VOCA)  
VICTIM ASSISTANCE GRANT PROGRAM  
FEDERAL GRANT #2015-VA-GX-0032  
CFDA #16-575  
SUBGRANT AWARD AGREEMENT

SUBRECIPIENT

AGENCY: Glendale Police Department

ADDRESS: 6835 N. 57th Drive

CITY: Glendale STATE: AZ ZIP: 85301-3218

2015/2016 AWARD AMOUNT: \$157,493

2015/2016 REQUIRED MATCH (NON-FEDERAL SOURCE): \$39,373

PROJECT PERIOD: 10/01/2015 to 09/30/2016

PROJECT PURPOSE: To provide assistance to victims of crime.

---

This agreement is made under the authority of the Victims of Crime Act of 1984, Public Law 98-473, Title II, Chapter XIV, 42 USC 10601, et seq as amended.

The purpose of this agreement shall be to award Victims of Crime Act (VOCA) Assistance funds to the subrecipient to provide services to victims of crime as authorized by the Victims of Crime Act. Awards may be supplemented by other federal, state, local, and private funds. Subrecipient's agreement or amended agreement(s) is incorporated by reference into this Subgrant Award Agreement.

This award is subject to agreement by the subrecipient, including any DPS VOCA funded positions and their immediate supervisors, to conform to the provisions of the Victims of Crime Act of 1984; the DPS VOCA victim assistance grant program guidelines; the subrecipient's application; the attached general conditions and applicable special conditions; the most recent version of the Office of Justice Programs Financial Guide; OMB circulars A-21, A-87, A-102, A-110, A-122, A-133; Executive Order 12372; and 28 CFR pts. 66 and 70, all of which are incorporated by reference as if fully stated herein.

Subrecipients, and all their contractors, will comply with all lawful requirements imposed by the awarding agency, specifically including any applicable regulations, such as 28 CFR pts. 18, 22, 23, 30, 35, 38, 42, 61, and 63, and the award term in 2 CFR § 175.15 (b); section 106 of the National Historic Preservation Act of 1966 (16 USC § 470); Executive Order 11593; the Archaeological and Historical Preservation Act of 1974 (16 USC § 469 a-1 et seq.); the National Environmental Policy Act of 1969 (42 USC § 4321); and any applicable statutorily-imposed nondiscrimination requirements, which may include Title VI of the Civil Rights Act of 1964 (42 USC § 2000d and 28 CFR § 42.101 et seq); Section 504 of the Rehabilitation Act of 1973 (29 USC § 794 and 28 CFR § 42.501 et seq); the Age Discrimination Act of 1975 (42 USC § 6102 and 28 CFR § 42.700 et seq); Title IX of the Education Amendments of 1972 (20 USC § 1681 and 28 CFR pt 54); the Omnibus Crime Control and Safe Streets Act of 1968 (42 USC § 3789d and 28 CFR § 42.201 et seq); the Juvenile Justice and Delinquency Prevention Act of 2002 (42 USC § 5672(b)); Section 1407 of the Victims of Crime Act of 1984 (42 USC § 10604(e)); Title II of the Americans with Disabilities Act of 1990 (42 USC §12131-34 and 28 CFR pt. 35); and Equal Treatment for Faith-Based Organizations (28 CFR pt 38 and Executive Order 13279); and State Executive Order No. 2009-09. The above referenced federal and state laws prohibit discrimination on the basis of race, color, religion, sex, disability, and national origin (including limited English proficiency) in the delivery of services and employment practices, and prohibit discrimination on the basis of age in the delivery of services.

Governmental entities will comply with the requirements of Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 USC § 4601 et seq.), and 5 USC §§ 1501-08 and §§ 7324-28 which limit certain political activities of State and local government employees whose principal employment is in connection with an activity financed in whole or in part by federal assistance.

The Arizona Department of Public Safety agrees to pay subrecipient the above shown AWARD AMOUNT subject to the conditions provided herein:

General Conditions

- 1.0 Definition of Terms.** As used in this subgrant award agreement, the terms listed below are defined as follows:
- 1.1 "Agreement" means a written online Request for Grant Application (RFGA) approved by the Arizona Department of Public Safety.
  - 1.2 "Agreement Amendment" means a written online document approved by the Arizona Department of Public Safety that is requested by the subrecipient agency for the purpose of making changes in the agreement.
  - 1.3 "Application" means a written online Request for Grant Application (RFGA).
  - 1.4 "Days" means calendar days unless otherwise specified.
  - 1.5 "Direct Service" means supportive services provided through direct contact with a victim in-person, by phone or hotline, or by email.
  - 1.6 "Director" means the head of the Arizona Department of Public Safety, or his/her designee, who is duly authorized by the State to enter into grant agreements and make written determinations with respect to those agreements.
  - 1.7 "DPS" means the Arizona Department of Public Safety.
  - 1.8 "Grant" means the furnishing of financial or other assistance, including state or federal grant funds, by the Department of Public Safety to any person for the purpose of supporting or stimulating educational, cultural, social or economic quality of life.
  - 1.9 "Gratuity" means a payment, loan, subscription, advance, deposit of money, services, or anything of more than nominal value, present or promised, unless consideration of substantially equal or greater value is received.
  - 1.10 "Match" means additional resources (cash or in-kind) provided by the subrecipient to support the DPS VOCA funded project. Cash match shall be from a non-Federal source.
  - 1.11 "Project" means activities and services supported by Victims of Crime Act (VOCA) funds plus required match, relating to this subgrant award agreement only.
  - 1.12 "Services" means the furnishing of labor, time or effort by a subrecipient which does not involve the delivery of a specific end product other than required reports and performance. Allowable services include those efforts that (1) respond to the emotional and physical needs [healing] of crime victims; (2) assist primary and secondary victims of crime to stabilize [restitution/economic restabilization] their lives after a victimization; (3) assist victims to understand and participate in the criminal [justice] system; and (4) provide victims of crime with a measure of [safety] and security.
  - 1.13 "State" means the State of Arizona and Department or Agency of the State that executes the subgrant award agreement.
  - 1.14 "Subgrant award agreement" means a written signed agreement between the Arizona Department of Public Safety and the grant recipient for the award of DPS VOCA funds.
  - 1.15 "Subrecipient" means the legal entity to which a subaward is made and which is accountable to DPS for the use of the funds provided.

1.16 "VOCA" means Victims of Crime Act of 1984, as amended, 42 USC 10601, et seq.

**2.0 Subgrant award agreement interpretation.**

2.1 Arizona Law. The Arizona law applies to this grant award agreement, including the Solicitation and Award of Grants, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 24, and its implementing rules.

2.2 Subgrant Award Agreement Order of Precedence. In the event of a conflict in the provisions of the subgrant award agreement, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

2.2.1 Special Conditions;

2.2.2 General Conditions;

2.2.3 DPS / VOCA Guidelines;

2.2.4 Federal VOCA Guidelines; OJP Financial Guide; applicable OMB circulars; and Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200.

2.3 Relationship of parties. The subrecipient under this subgrant award agreement is an independent subrecipient. Neither party to this subgrant award agreement shall be deemed to be the employee or agent of the other party to the subgrant award agreement.

2.4 Severability. The provisions of this subgrant award agreement are severable. Any condition deemed illegal or invalid shall not affect any other condition of the subgrant award agreement.

2.5 No parol evidence. This subgrant award agreement is intended by the parties as a final and complete expression of their agreement. No prior dealings between the parties shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.6 No waiver. Either party's failure to insist on strict performance of any condition of the subgrant award agreement shall not be deemed a waiver of that condition even if the party accepting or acquiescing in the nonconforming performance knows of the nature of the performance and fails to object to it.

**3.0 Subgrant award agreement administration and operation.**

3.1 Non-Discrimination. The subrecipient shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations related to the prohibition against discrimination, including Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, Title IX of the Education Amendments of 1972, the Omnibus Crime Control and Safe Streets Act of 1968, the Juvenile Justice and Delinquency Prevention Act of 2002, the Victims of Crime Act of 1984, the Americans with Disabilities Act of 1990, Department of Justice implementing regulations and Equal Treatment for Faith-Based Organizations.

In the event a federal or state court or administrative agency makes a finding of discrimination after a due process hearing against the subrecipient agency on the grounds of race, color, national origin, religion, sex, or disability, the subrecipient shall forward a copy of the finding to the Department of Justice, Office of Justice Programs, Office for Civil Rights and DPS.

3.1.1 Providing Services to Limited English Proficiency (LEP) Individuals. In accordance with Department of Justice guidance, recipients (and subrecipients) of Federal financial assistance shall take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP).

3.1.2 Faith-Based Organizations. Department of Justice regulations prohibit faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they shall be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in

them. Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion.

- 3.1.3 Equal Employment Opportunity Plan. The subrecipient acknowledges that failure to submit an acceptable Equal Employment Opportunity Plan (if required to submit one pursuant to 28 CFR Section 42.302) that is approved by the Office for Civil Rights is a violation of its Standard Assurances and may result in suspension or termination of funding, until such time as the subrecipient is in compliance.
- 3.1.4 Civil Rights Compliance Review. The subrecipient shall provide relevant information regarding civil rights policies and procedures during the DPS-VOCA Civil Rights Compliance Review process.
- 3.2 Certification Regarding Lobbying. Subrecipient agencies entering into a VOCA grant or cooperative agreement over \$100,000 shall certify that no Federal funds have been paid or will be paid, by or on behalf of the subrecipient, to any persons 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 making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement. Federal funds include but are not limited to such grants as Victims of Crime Act (VOCA), Violence Against Women Act (VAWA), Family Violence Prevention and Services Act (Rural Safe Home Network Program), and the Children's Justice Act, which may be administered through a State or other local governmental agency. Additionally, subrecipient agencies shall disclose to DPS any lobbying activities that have been paid or will be paid with any funds other than Federal funds.
- 3.2.1 Lobbying Activities. The subrecipient understands and agrees that it cannot use any federal funds, either directly or indirectly, in support of the enactment, repeal, modification or adoption of any law, regulation or policy, at any level of government.
- 3.3 Required reports. The subrecipient will submit reports on such data in such form and at such times as required by DPS, to include:
  - 3.3.1 Monthly financial report due the 15<sup>th</sup> of each month;
  - 3.3.2 Quarterly statistical and programmatic report due 30 days following the close of each quarter;
  - 3.3.3 Annual narrative report due 30 days following the close of the grant period;
  - 3.3.4 DPS victim assistance survey due annually upon request; and
  - 3.3.5 Year-end Amendment Agreement, if applicable, due 30 days following the close of the grant period.

Failure to submit complete, accurate and timely reports may result in a reduction of the current award. Any three combined occurrences of monthly or quarterly reports submitted over 15 days late and/or three combined occurrences relating to the submission of incomplete or inaccurate monthly or quarterly reports may result in up to a 10% award reduction as determined by DPS.

- 3.3.6 If DPS determines that the subrecipient has failed to meet the acceptable standard for maintaining financial and/or programmatic documentation or is identified as a high risk subrecipient, additional financial or programmatic documentation may be required.
- 3.4 Records. The subrecipient shall retain all financial records, supporting documentation, statistical records and all other records pertinent to this award until March 31 of the seventh year following the year indicated in the Federal Grant Number of this Subgrant Award Agreement. (Federal Grant #2015-VA-GX-0032 plus seven years – keep through March 31 of that seventh year). In addition, with a 24-hour notice, the subrecipient will allow DPS and the Department of Justice's Office for Victims of Crime and/or the Office of the Chief Financial Officer (or their representatives) to review all of the subrecipient's records concerning this grant project.
- 3.5 Capital equipment. Any purchase of capital equipment shall be approved by DPS prior to purchase to include submission of the subrecipient's procurement or purchasing policies and procedures and related quote(s) for item purchase. The subrecipient shall maintain all capital equipment and furniture (costs in excess of \$5,000 per unit) purchased through this subgrant award agreement in accordance with the OJP Financial Guide. The subrecipient shall submit documentation relevant to the purchase as required by DPS. All capital equipment and furniture shall be used for victim services as identified in the subrecipient's

application and this subgrant award agreement. Any deviation from this provision shall be approved in writing by DPS.

- 3.6 Authorization of use. DPS reserves a royalty-free, non-exclusive, and irrevocable license to reproduce, publish or otherwise use, and authorize others to use for government purposes, the copyright of any work developed under this award and any rights of copyright to which a subrecipient purchases ownership with support through this subgrant award agreement.
- 3.7 Research or statistical information. The subrecipient shall not use or reveal any research or statistical information under this project that is identifiable to any specific person except for the purpose for which the information was obtained, in accordance with VOCA.
- 3.8 Site inspections. The continuance of the subrecipient's subgrant award agreement is contingent upon successful completion of random or for-cause inspections. Failure to satisfactorily comply with Required Action items identified during the site inspection can result in termination of the subgrant award agreement.
- 3.9 Audit requirements. The subrecipient shall comply with the audit requirements of Title 2 F.F.R. Subpart F (§ 200.500 et seq.) of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards and the DPS VOCA guidelines. If an audit is required, a copy of the audit report shall be sent to DPS.
- 3.10 Financial statement availability. The nonprofit subrecipient shall make its financial statements available online (either on the subrecipient's or another publicly available website). Subrecipient organizations that have Federal 501(c)(3) tax status are considered in compliance with this requirement to the extent that such organizations file IRS Form 990 or similar tax documents (e.g., 990-EZ), as several sources already provide searchable online databases of such financial statements.
- 3.11 Certification of nonprofit status. The nonprofit subrecipient shall certify its nonprofit status by submitting a statement to DPS affirmatively asserting that the subrecipient is a nonprofit organization, and by providing either - 1) a copy of its 501(c)(3) designation letter; 2) a letter from the Arizona Department of Revenue or Arizona Attorney General's Office stating that the subrecipient is a nonprofit organization operating within Arizona; or 3) a copy of the agency's Arizona certificate of incorporation that substantiates its nonprofit status. Subrecipients that are local nonprofit affiliates of Arizona or national nonprofits should have available proof of (1), (2) or (3), and a statement by the Arizona or national parent organization that the subrecipient is a local nonprofit affiliate.
- 3.12 Potential fraud, waste, abuse or misconduct. The subrecipient shall promptly notify DPS in writing of any credible evidence that a principal, employee, agent, contractor, subcontractor, or other person has either 1) submitted a false claim for grant funds under the False Claims Act; or 2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct involving award funds.

No subrecipient under this award may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information. The foregoing is not intended to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

- 3.13 Prohibited activities. The following activities are prohibited under this subgrant award agreement:
1. New construction.
  2. Any renovation or remodeling of a property either (a) listed on or eligible for listing on the National Register of Historical Places or (b) located within a 100-year floodplain.
  3. A renovation which will change the basic prior use of a facility or significantly change its size.
  4. Research and technology whose anticipated and future application could be expected to have an effect on the environment.
  5. Implementation of a program involving the use of chemicals.

- 3.14 Subgrant award agreement renewal. DPS has the option to renew this project for a specified additional time period. The renewal of this project is contingent upon satisfactory performance, availability of funds, and demonstrated need.
- 3.15 System for Award Management. The subrecipient agrees to comply with applicable requirements regarding registration with the System for Award Management (SAM). After the initial registration, subrecipients are required to review and update the information at least annually and more frequently if required by changes in the subrecipient's information or another award item. Additional information about registration procedures may be found at the SAM website ([www.sam.gov](http://www.sam.gov)).
- 4.0 Cost and Payments.**
- 4.1 Available funds. Any award is dependent upon receipt of the VOCA Assistance funds from the U.S. Department of Justice, and there is no obligation on the part of DPS to award funds other than the federal VOCA.
- 4.2 Match waiver. Any award made with a match waiver pending approval from the U.S. Department of Justice is subject to reduction if the match waiver is not approved.
- 4.3 Compliance. Failure of the subrecipient to utilize DPS VOCA funds for direct services to crime victims or for training purposes as stated in the approved budget may be subject to immediate cancellation. The subrecipient shall not utilize VOCA funds for projects which serve perpetrators of crime or crime prevention, and/or for any other non-allowable cost or activity in accordance with DPS / VOCA guidelines. The subrecipient agrees to reimburse DPS for any VOCA funds the subrecipient expends that are not in full compliance with this subgrant award agreement.
- 4.4 No charge to victims. Subrecipients shall provide services to crime victims, at no charge, through the VOCA-funded project. The purpose of the VOCA victim assistance grant program is to provide services to all crime victims regardless of their ability to pay for services rendered or availability of insurance or other third-party payment resources.
- 4.5 On-call time. The subrecipient shall not utilize VOCA funds to support on-call time for staff. DPS may approve the use of on-call time as program match.
- 4.6 Non-supplantation. VOCA crime victim assistance funds will be used to enhance or expand services and shall not be used to supplant state and local funds that would otherwise be available for crime victim services. See Section 1404(a)(2)(c), codified at 42 USC 10603(a)(2)(C). This supplantation clause applies to state and local public agencies only.
- 4.7 Mandated services. The subrecipient shall not utilize VOCA funds to support legally mandated services.
- 4.8 Funds management. The subrecipient shall provide appropriate accounting and monitoring procedures to ensure fiscal control and efficient management of funds, in accordance with the U.S. Department of Justice, Office of Justice Programs, Financial Guide, effective edition.
- 4.9 Unexpended funds. The subrecipient shall immediately contact DPS to make arrangements to amend its budget to expend remaining funds or to reduce the contracted amount when it becomes apparent that not all VOCA grant funds will be expended by the end of the grant period. Any VOCA funds not expended or encumbered prior to the end of the award period shall be reverted to DPS within 30 days of the close of the grant period. Any funds not matched as required shall be reverted to DPS within 30 days of receipt of written notification from DPS.
- 4.10 Matching funds. The subrecipient shall commit, track and report matching funds at approximately the same percentage rate as expenditures. The subrecipient may commit, track and report match funds at a higher percentage rate each month, not to exceed the total required match amount. The subgrant award agreement is subject to cancellation if the required match funding committed, tracked, and reported each month is more than 10% less than the rate of expenditures.

- 4.11 Training and conference expense. The subrecipient agrees to comply with all applicable laws, regulations, policies, and guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences, meetings, training, and other events, including the provision of food and/or beverage and costs of attendance at such events.
- 4.12 Prohibited expense. The subrecipient shall not utilize VOCA funds, either directly or indirectly, in support of any contract with the Association of Community Organizations for Reform Now (ACORN) or its subsidiaries.
- 4.13 Training or training materials. The subrecipient understands and agrees that any training or training materials developed or delivered with funding provided under this award shall adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <http://www.ojp.usdoj.gov/funding/ojptrainingguidingprinciples.htm>.
- 4.14 Duplicate funding. The subrecipient agrees that if it currently has an open award of federal or state funds or if it receives an award of federal or state funds other than this award, and those award funds have been, are being, or are to be used, in whole or in part, for one or more of the identical cost items for which funds are being provided under this award, the subrecipient shall promptly notify DPS and, if so requested by DPS, seek an agreement amendment request to eliminate any duplication of funding.

**5.0 Subgrant Award Agreement Changes.**

- 5.1 Agreement Amendment. This subgrant award agreement is issued under the authority of the Director of the Arizona DPS and may be modified only through an Agreement Amendment, approved by DPS.
- 5.2 Assignment of duties. The subrecipient shall not assign or transfer any of its duties under this agreement without express written permission of DPS.
- 5.3 Scope of work. Awards are based on information presented in the subrecipient's on-line application. Any deviation from the scope of the project as stated in the Narrative and Budget sections of the subrecipient's application shall be approved in writing by DPS prior to the use of such funds.
- 5.4 Subcontracts. The subrecipient shall not enter into any subcontract under this subgrant award agreement without the advance written approval of DPS. The subrecipient shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the application for funding or agreement amendment. The subcontract shall incorporate by reference the terms and conditions of this subgrant award agreement.

**6.0 Indemnification.**

Subrecipient Indemnification. The parties to this subgrant award agreement agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the subrecipient for vicarious liability of the State as a result of entering into this agreement. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.

**7.0 Grant Remedies.**

- 7.1 Right to Assurance. If DPS in good faith has reason to believe that the subrecipient does not intend to, or is unable to perform or continue performing under this subgrant award agreement, DPS may demand in writing that the subrecipient give a written assurance of intent to perform. Failure by the subrecipient to provide written assurance within the number of days specified in the demand may, at DPS's option, be the basis for terminating the subgrant award agreement under the General Conditions or other rights and remedies available by law or provided by the subgrant award agreement.
- 7.2 Project implementation. If a project is not operational within 60 days of the original start date of the project period, the subrecipient shall submit written documentation to DPS explaining steps taken to initiate the

project, the reasons for the delay, and the expected start date. If a project is not operational within 90 days of the original start date of the project period, the subrecipient shall submit a second written statement explaining the implementation delay. DPS reserves the right to cancel the agreement if the proposed project is not operational within 90 days of the original start date.

**8.0 Grant Termination.**

- 8.1 Cancellation for conflict of interest. Pursuant to A.R.S. § 38-511, the State may cancel this agreement without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the State is or becomes at any time while the agreement or an extension of the agreement is in effect an employee of or a consultant to any other party to this agreement with respect to the subject matter of the agreement. The cancellation shall be effective when the subrecipient receives written notice of the cancellation unless the notice specifies a later time. If the subrecipient is a political subdivision of the State, it may also cancel this agreement as provided in A.R.S. § 38-511. In the event of cancellation under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the cancellation notification.
- 8.2 Gratuities. DPS may, by written notice, terminate this subgrant award agreement, in whole or in part, if DPS determines that employment or a gratuity was offered or made by the subrecipient or a representative of the subrecipient to any officer or employee of the state for the purpose of influencing the outcome of the grant award or in securing the subgrant award agreement, an amendment to the subgrant award agreement, or favorable treatment concerning the subgrant award agreement, including the making of any determination or decision about subgrant award agreement performance. DPS, in addition to any other rights or remedies, shall be entitled to recover exemplary damages in the amount of three times the value of the gratuity offered by the subrecipient.
- 8.3 Suspension or Debarment. DPS may, by written notice to the subrecipient, immediately terminate this subgrant award agreement if DPS determines that the subrecipient has been debarred, suspended or otherwise lawfully prohibited from or ineligible for participation in federal assistance programs or activities, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an application for funding or execution of a subgrant award agreement shall attest that the subrecipient is not currently suspended or debarred. If the subrecipient becomes suspended or debarred, the subrecipient shall immediately notify DPS.
- 8.4 Termination for convenience. DPS reserves the right to terminate the subgrant award agreement, in whole or in part any time, when in the best interest of DPS without penalty or recourse. Upon receipt of the written notice, the subrecipient shall stop all work as directed in the notice and minimize all further costs to DPS. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification.
- 8.5 Termination for default. In addition to the rights reserved in the contract, DPS may terminate the subgrant award agreement in whole or in part due to the failure of the subrecipient to comply with any term or condition of the subgrant award agreement or to make satisfactory progress in performing the subgrant award agreement. An award is subject to cancellation if less than 20% of the awarded funds are expended or encumbered within 4 months of the contract start date, 40% within 7 months, and 70% within 10 months. DPS shall provide a 30-day written notice of termination and the reasons for termination to the subrecipient. In the event of termination under this paragraph, any unexpended funds received by the subrecipient shall be reverted within 30 days of the termination notification. The subrecipient has the option to appeal within 20 calendar days of the date of the written notice of termination. The final decision will be at the discretion of the DPS Director or his designee.
- 8.6 Continuation of performance through termination. The subrecipient shall continue to perform, in accordance with the requirements of the subgrant award agreement, up to the date of termination, as directed in the termination notice.
- 8.7 Termination by subrecipient. Upon written notice to DPS, the subrecipient may cancel this subgrant award agreement. Any unexpended funds shall immediately be reverted to DPS.

**9.0 Arbitration.**

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

**10.0 Other Service Requirements.**

- 10.1 Collaboration. The subrecipient agrees to continually and proactively participate in developing partner relationships among other service providers in the effort to aid crime victims within the community served.
- 10.2 Demographics. The subrecipient agrees to maintain information on victim services provided through this project by race, national origin, sex, age and disability.
- 10.3 Key staff changes. The subrecipient agrees to promptly notify DPS of changes in key staff members identified in the grant application, to include Project Contact, Civil Rights Contact, Crime Victim Compensation Coordinator, Project Director, Financial Contact, Authorizing Official, and VOCA funded staff and/or staff used as match.
- 10.4 Vacancies. The subrecipient agrees to promptly notify DPS in writing when any VOCA funded employee position is vacated, and when any VOCA funded employee position is filled.
- 10.5 Surveys. The subrecipient agrees to utilize customer feedback surveys to assist the agency with contracted project outcome and quality measures. Feedback and satisfaction surveys will utilize the Likert Scale of Measurement (Strongly Agree, Agree, Neither Agree or Disagree, Disagree, Strongly Disagree).
- 10.6 Victim Compensation. The subrecipient agrees to assist eligible victims in seeking available crime victim compensation benefits provided by the state victim compensation program. The subrecipient shall designate a Victim Compensation Coordinator within its agency. The Victim Compensation Coordinator shall receive victim compensation training from his/her county attorney's office or complete the Arizona Criminal Justice Commission (ACJC) on-line Introduction to Crime Victim Compensation training module (<http://www.azcjc.gov/ACJC.Web/victim/cbttraining.aspx>). If training has not been received, the subrecipient shall arrange for and attend training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.7 Victims' Rights. The subrecipient agrees to notify victims of Victims' Rights (A.R.S. Title 13, Chapter 40 Crime Victims' Rights; and A.R.S. Title 8, Chapter 3, Article 7 Victims' Rights for Juvenile Offenses) and to offer to connect the victim with a representative from the prosecutor's or county attorney's office if the victim so chooses. Subrecipients shall ensure that all DPS-VOCA funded and match staff and their first line supervisor have received victims' rights training from a the Arizona Attorney General's Office.
- 10.8 Civil Rights. The subrecipient shall designate a Civil Rights Contact Person within its agency. This person shall complete the on-line civil rights training program offered by the Office for Civil Rights (OCR), Office of Justice Programs (OJP), Department of Justice (DOJ) via the Arizona Criminal Justice Commission (ACJC) website. The subrecipient shall ensure the Civil Rights Contact Person completes the training within 90 days from the first day of this subgrant award agreement or 90 days after reassignment of new staff in this role.
- 10.9 Volunteers. The subrecipient agrees to incorporate the use of volunteers to assist in carrying out the agency's mission. The use of volunteers is a current and ongoing requirement for all projects.
- 10.10 Text messaging policy. Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), the Department of Justice (DOJ) encourages subrecipients to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this grant, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

**2015 - 2016  
APPROVED BUDGET**

<b>Budget line items:</b>	<b>Federal</b>	<b>Match</b>	<b>Total</b>
<b>Salaries and Wages</b>	\$95,512	\$34,041	\$129,553
<b>Fringe Benefits</b>	\$46,372	\$ 5,332	\$51,704
<b>Travel</b>	\$ 0	\$ 0	\$ 0
<b>Professional/Outside Services</b>	\$ 0	\$ 0	\$ 0
<b>Equipment</b>	\$ 0	\$ 0	\$ 0
<b>Other Operating</b>	\$15,609	\$ 0	\$15,609
<b>Total</b>	<b>\$157,493</b>	<b>\$39,373</b>	<b>\$196,866</b>

For the Arizona Department of Public Safety:

\_\_\_\_\_  
Frank L. Milstead, Colonel  
Director  
Arizona Department of Public Safety


\_\_\_\_\_  
Date

This Subgrant Award Agreement has been approved as to form by the Arizona Department of Public Safety Legal Section as of December 16, 2015.

---


For the Subrecipient:

Project Director:

Signature:   
David Madeya, Police Lieutenant

Date: 1-14-16

Authorizing Official:

Signature:   
Debora Black, Police Chief

Date: 1-14-16

Approved as to form:

\_\_\_\_\_  
Attorney for Subrecipient (optional)

# CERTIFICATION FORM

## Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements

Please read carefully the Instructions (see below) and then complete Section A or Section B or Section C, not all three. If recipient completes Section A or C and sub-grants a single award over \$500,000, in addition, please complete Section D.

Recipient's Name: <u>CITY of GLENDALE Police Department</u>	
Address: <u>6835 N. 57th DRIVE GLENDALE AZ 85301</u>	
Is agency a; <input type="checkbox"/> Direct or <input checked="" type="checkbox"/> Sub recipient of OJP, OVW or COPS funding? Law Enforcement Agency? <input type="checkbox"/> Yes <input type="checkbox"/> No	
DUNS Number: <u>111215518</u>	Vendor Number (only if direct recipient)
Name and Title of Contact Person: <u>Richard Bowers</u>	
Telephone Number: <u>623 930-2870</u>	E-Mail Address: <u>dbowers@glendaleaz.com</u>

### Section A—Declaration Claiming Complete Exemption from the EEOP Requirement

Please check all the following boxes that apply.

- |   |  |  |
|---|--|--|
| <input type="checkbox"/> Less than fifty employees. | <input type="checkbox"/> Indian Tribe            | <input type="checkbox"/> Medical Institution.                            |
| <input type="checkbox"/> Nonprofit Organization     | <input type="checkbox"/> Educational Institution | <input type="checkbox"/> Receiving a single award(s) less than \$25,000. |

I, \_\_\_\_\_ [responsible official],  
certify that \_\_\_\_\_ [recipient]

is not required to prepare an EEOP for the reason(s) checked above, pursuant to 28 C.F.R § 42.302.

I further certify that \_\_\_\_\_ [recipient] will comply  
with applicable federal civil rights laws that prohibit discrimination in employment and in the delivery of services.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

### Section B—Declaration Claiming Exemption from the EEOP Submission Requirement and Certifying That an EEOP Is on File for Review

If a recipient agency has fifty or more employees and is receiving a single award or, subaward, of \$25,000 or more, but less than \$500,000, then the recipient agency does not have to submit an EEOP to the OCR for review as long as it certifies the following (42 C.F.R. § 42.305):

I, Richard A Bowers [responsible  
official], certify that The City of Glendale

[recipient], which has fifty or more employees and is receiving a single award or subaward for \$25,000 or more, but less than \$500,000, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E. I further certify that within the last twenty-four months, the proper authority has formulated and signed into effect the EEOP and, as required by applicable federal law, it is available for review by the public, employees, the appropriate state planning agency, and the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice. The EEOP is on file at the following office:

city of glendale

[organization],

5850 W. Glendale Avenue Glendale AZ 85301

[address].

Richard A. Bowers, Acting City Manager -

Print or Type Name and Title

Signature

Date

### Section C—Declaration Stating that an EEOP Short Form Has Been Submitted to the Office for Civil Rights for Review

If a recipient agency has fifty or more employees and is receiving a single award, or subaward, of \$500,000 or more, then the recipient agency must send an EEOP Short Form to the OCR for review.

I, \_\_\_\_\_ [responsible  
official], certify that \_\_\_\_\_

[recipient], which has fifty or more employees and is receiving a single award of \$500,000 or more, has formulated an EEOP in accordance with 28 CFR pt. 42, subpt. E, and sent it for review on \_\_\_\_\_  
[date] to the Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice.

*If recipient sub-grants a single award over \$500,000, in addition, please complete Section D*

Print or Type Name and Title

Signature

Date

*If a recipient agency, subawards a single award of \$500,000 or more then the granting agency should provide a list; including, name, address and DUNS # of each such sub-recipient.*

[illegible]

OMB Control No. 1121-0340 Expiration Date: 12/31/2015

## **INSTRUCTIONS Completing the Certification Form Compliance with the Equal Employment Opportunity Plan (EEOP) Requirements**

The federal regulations implementing the Omnibus Crime Control and Safe Streets Act (Safe Streets Act) of 1968, as amended, require some recipients of financial assistance from the U.S. Department of Justice subject to the statute's administrative provisions to create, keep on file, submit to the Office for Civil Rights (OCR) at the Office of Justice Programs (OJP) for review, and implement an Equal Employment Opportunity Plan (EEOP). *See* 28 C.F.R. pt. 42, subpt. E. All awards from the Office of Community Oriented Policing Services (COPS) are subject to the EEOP requirements; many awards from OJP, including awards from the Bureau of Justice Assistance (BJA), the Office of Juvenile Justice and Delinquency Prevention (OJJDP), and the Office for Victims of Crime (OVC) are subject to the EEOP requirements; and many awards from the Office on Violence Against Women (OVW) are also subject to the EEOP requirements. If you have any questions as to whether your award from the U.S. Department of Justice is subject to the Safe Streets Act's EEOP requirements, please consult your grant award document, your program manager, or the OCR.

**Recipients should complete *either* Section A *or* Section B *or* Section C, not all three. If recipient completes Section A *or* C and sub-grants a single award over \$500,000, in addition, please complete Section D.**

### **Section A**

The regulations exempt some recipients from all of the EEOP requirements. Your organization may claim an exemption from all of the EEOP requirements if it meets any of the following criteria: it is a nonprofit organization, an educational institution, a medical institution, or an Indian tribe; *or* it received an award under \$25,000; *or* it has less than fifty employees. To claim the complete exemption from the EEOP requirements, complete Section A.

### **Section B**

Although the regulations require some recipients to create, maintain on file, and implement an EEOP, the regulations allow some recipients to forego submitting the EEOP to the OCR for review. Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business; *and* (2) have fifty or more employees; *and* (3) have received a single grant award of \$25,000 or more, but less than \$500,000, may claim the limited exemption from the submission requirement by completing Section B. In completing Section B, the recipient should note that the EEOP on file has been prepared within twenty-four months of the date of the most recent grant award.

### **Section C**

Recipients that (1) are a unit of state or local government, an agency of state or local government, or a private business, *and* (2) have fifty or more employees, *and* (3) have received a single grant award of \$500,000 or more, must prepare, maintain on file, *submit to the OCR for review*, and implement an EEOP. Recipients that have submitted an EEOP Utilization Report (or in the process of submitting one) to the OCR, should complete Section C.

### **Section D**

Recipients that (1) receive a single award over \$500,000; *and* (2) subaward a single award of \$500,000 or more must provide a list; including, name, address and DUNS # of each such sub-recipient by completing Section D.

### **Submission Process**

Recipients should download the online Certification Form, complete required sections, have the appropriate official sign it, electronically scan the signed document, and then send the signed document to the following e-mail address: [EEOPForms@usdoj.gov](mailto:EEOPForms@usdoj.gov). *The document must have the following title: EEOP Certification.* If you have questions about completing or submitting the Certification Form, please contact the Office for Civil Rights, Office of Justice Programs, 810 7th Street, NW, Washington, DC 20531 (Telephone: (202) 307-0690 and TTY: (202) 307-2027).

## Public Reporting Burden Statement

Paperwork Reduction Act Notice. Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a current valid OMB control number. We try to create forms and instructions that are accurate, can be easily understood, and which impose the least possible burden on you to provide us with information. The estimated minimum average time to complete and file this application is 20 minutes per form. If you have any comments regarding the accuracy of this estimate, or suggestions for making this form simpler, you can write to the Office of Justice Programs, 810 7th Street, N.W., Washington, D.C. 20531.

Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration



**Certification Regarding Lobbying**

Applicants should review the instructions for certification included in the regulations before completing this form. Signature of this form provides for compliance with certification requirements under 28 CFR Part 69 "New Restrictions on Lobbying". The certification shall be treated as a material representation of fact upon which reliance will be placed when the Department of Justice determines to award the covered transactions, grant, or cooperative agreement.

As required by Section 1352, Title 31 of the U.S. Code, and implemented at 28 CFR Part 69, for persons entering into a grant or cooperative agreement over \$100,000, as defined at 28 CFR Part 69, the applicant certifies that:

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the making of any Federal grant, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal grant or cooperative agreement;
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal grant or cooperative agreement, the undersigned shall complete and submit Standard Form - LLL, "Disclosure of Lobbying Activities," in accordance with its instructions;

☐ Not Applicable (Check box if subrecipient's VOCA award is less than \$100,000. Whether certification is applicable or not, complete the information below.)

As the duly authorized representative of the applicant, I hereby certify that the applicant will comply with the above certification.

Subrecipient (organization) name: CITY of Glendale Police Department

Address: 16835 N. 57th Drive Glendale AZ 85301

DPS Contract #: 2015-180 Federal Employer Identification #: 86-6000247

Printed Name & Title of Authorizing Official: Brent Stoddard, Intergovernmental Programs Director

Signature: [Signature] Date: 1-13-16

# DISCLOSURE OF LOBBYING ACTIVITIES

Complete this form to disclose lobbying activities pursuant to 31 U.S.C. 1352

(See reverse for public burden disclosure.)

Approved by OMB

0348-0046

<b>1. Type of Federal Action:</b> <input checked="checked" type="checkbox"/> a. contract <input type="checkbox"/> b. grant <input type="checkbox"/> c. cooperative agreement <input type="checkbox"/> d. loan <input type="checkbox"/> e. loan guarantee <input type="checkbox"/> f. loan insurance		<b>2. Status of Federal Action:</b> <input checked="checked" type="checkbox"/> a. bid/offer/application <input type="checkbox"/> b. initial award <input type="checkbox"/> c. post-award		<b>3. Report Type:</b> <input checked="checked" type="checkbox"/> a. initial filing <input type="checkbox"/> b. material change <b>For Material Change Only:</b> year _____ quarter _____ date of last report _____	
<b>4. Name and Address of Reporting Entity:</b> <input type="checkbox"/> Prime <input type="checkbox"/> Subawardee Tier _____, if known:  N/A  Congressional District, if known: 4c			<b>5. If Reporting Entity in No. 4 is a Subawardee, Enter Name and Address of Prime:</b>  N/A  Congressional District, if known:		
<b>6. Federal Department/Agency:</b>  N/A			<b>7. Federal Program Name/Description:</b>  N/A CFDA Number, if applicable: _____		
<b>8. Federal Action Number, if known:</b>			<b>9. Award Amount, if known:</b> \$		
<b>10. a. Name and Address of Lobbying Registrant</b> (if individual, last name, first name, MI):  N/A			<b>b. Individuals Performing Services (including address if different from No. 10a)</b> (last name, first name, MI):  N/A		
<b>11.</b> Information requested through this form is authorized by title 31 U.S.C. section 1352. This disclosure of lobbying activities is a material representation of fact upon which reliance was placed by the tier above when this transaction was made or entered into. This disclosure is required pursuant to 31 U.S.C. 1352. This information will be available for public inspection. Any person who fails to file the required disclosure shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.			Signature: _____ <input type="checkbox"/> Not Applicable Print Name: _____ Title: _____ Telephone No.: _____ Date: _____		
<b>Federal Use Only:</b>			Authorized for Local Reproduction Standard Form LLL (Rev. 7-97)		

## INSTRUCTIONS FOR COMPLETION OF SF-LLL, DISCLOSURE OF LOBBYING ACTIVITIES

This disclosure form shall be completed by the reporting entity, whether subawardee or prime Federal recipient, at the initiation or receipt of a covered Federal action, or a material change to a previous filing, pursuant to title 31 U.S.C. section 1352. The filing of a form is required for each payment or agreement to make payment to any lobbying entity 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 a covered Federal action. Complete all items that apply for both the initial filing and material change report. Refer to the implementing guidance published by the Office of Management and Budget for additional information.

1. Identify the type of covered Federal action for which lobbying activity is and/or has been secured to influence the outcome of a covered Federal action.
2. Identify the status of the covered Federal action.
3. Identify the appropriate classification of this report. If this is a followup report caused by a material change to the information previously reported, enter the year and quarter in which the change occurred. Enter the date of the last previously submitted report by this reporting entity for this covered Federal action.
4. Enter the full name, address, city, State and zip code of the reporting entity. Include Congressional District, if known. Check the appropriate classification of the reporting entity that designates if it is, or expects to be, a prime or subaward recipient. Identify the tier of the subawardee, e.g., the first subawardee of the prime is the 1st tier. Subawards include but are not limited to subcontracts, subgrants and contract awards under grants.
5. If the organization filing the report in item 4 checks "Subawardee," then enter the full name, address, city, State and zip code of the prime Federal recipient. Include Congressional District, if known.
6. Enter the name of the Federal agency making the award or loan commitment. Include at least one organizational level below agency name, if known. For example, Department of Transportation, United States Coast Guard.
7. Enter the Federal program name or description for the covered Federal action (item 1). If known, enter the full Catalog of Federal Domestic Assistance (CFDA) number for grants, cooperative agreements, loans, and loan commitments.
8. Enter the most appropriate Federal identifying number available for the Federal action identified in item 1 (e.g., Request for Proposal (RFP) number; Invitation for Bid (IFB) number; grant announcement number; the contract, grant, or loan award number; the application/proposal control number assigned by the Federal agency). Include prefixes, e.g., "RFP-DE-90-001."
9. For a covered Federal action where there has been an award or loan commitment by the Federal agency, enter the Federal amount of the award/loan commitment for the prime entity identified in item 4 or 5.
10. (a) Enter the full name, address, city, State and zip code of the lobbying registrant under the Lobbying Disclosure Act of 1995 engaged by the reporting entity identified in item 4 to influence the covered Federal action.  
  
(b) Enter the full names of the individual(s) performing services, and include full address if different from 10 (a). Enter Last Name, First Name, and Middle Initial (MI).
11. The certifying official shall sign and date the form, print his/her name, title, and telephone number.

According to the Paperwork Reduction Act, as amended, no persons are required to respond to a collection of information unless it displays a valid OMB Control Number. The valid OMB control number for this information collection is OMB No. 0348-0046. Public reporting burden for this collection of information is estimated to average 10 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0046), Washington, DC 20503.

U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
OFFICE OF THE COMPTROLLER

**Certification Regarding  
Debarment, Suspension, Ineligibility and Voluntary Exclusion  
Lower Tier Covered Transactions (Sub-Recipient)**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 28 CFR Part 67, Section 67.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 *Federal Register* (pages 19160-19211).

**(BEFORE COMPLETING CERTIFICATION, READ INSTRUCTIONS ON REVERSE)**

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

Acting City Manager  
Name and Title of Authorized Representative

[Signature]  
Signature

1-14-16  
Date

City of Glendale  
Name of Organization

6835 N. 57th Drive Glendale AZ 85301  
Address of Organization

### **Instructions for Certification**

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

# Arizona Department of Public Safety Victims of Crime Act (VOCA) Administration



## Complying with Federal Civil Rights Program Requirements

### **Ensuring Access to Federally Assisted Programs**

Federal laws prohibit recipients (and subrecipients) of federal financial assistance from discrimination on the basis of race, color, national origin, religion, sex, or disability in funded program or activities, not only in respect to employment practices but also in the delivery of services or benefits. Federal law also prohibits funded programs or activities from discriminating on the basis of age in the delivery of services or benefits.

### **Providing Services to Limited English Proficiency (LEP) Individuals**

In accordance with Department of Justice Guidance pertaining to Title VI of the Civil Rights Act of 1964, 42 U.S.C. § 2000d, recipients (and subrecipients) of federal financial assistance must take reasonable steps to provide meaningful access to their programs and activities for persons with limited English proficiency (LEP). For more information on the civil rights responsibilities that recipients have in providing language services to LEP individuals, please refer to <http://www.lep.gov>.

### **Ensuring Equal Treatment for Faith-Based Organizations**

The Department of Justice has published a regulation specifically pertaining to the funding of faith-based organizations. In general, the regulation, Participation in Justice Department Programs by Religious Organizations; Providing for Equal Treatment of all Justice Department Program Participants, and known as the Equal Treatment Regulation 28 C.F.R. part 38, prohibits faith-based organizations from using financial assistance from the Department of Justice to fund inherently religious activities. While faith-based organizations can engage in non-funded inherently religious activities, they must be held separately from the Department of Justice funded program, and customers or beneficiaries cannot be compelled to participate in them. The Equal Treatment Regulation also makes clear that organizations participating in programs funded by the Department of Justice are not permitted to discriminate in the provision of services on the basis of a beneficiary's religion. For more information on the regulation, please go to the Office for Civil Rights website at [http://ojp.gov/about/ocr/equal\\_fbo.htm](http://ojp.gov/about/ocr/equal_fbo.htm).

### **Nondiscrimination Notification**

DPS-VOCA subrecipient agencies must have a method of notifying employees, clients, customers, or program participants that the subrecipient agency does not discriminate in employment practices or delivery of services, and must have a written policy that includes the procedures for filing a complaint, and the names and contact information for the agencies that receive complaints.

### **Discrimination Complaints**

Employees, clients, customers, or program participants of a DPS-VOCA subrecipient who wish to file a complaint of discrimination, may file a complaint directly with the subrecipient; or with the Arizona Department of Public Safety VOCA Administration Unit ([http://www.azdps.gov/Services/Crime\\_Victims/](http://www.azdps.gov/Services/Crime_Victims/)); the Arizona Office of the Attorney General, Office for Civil Rights ([http://www.azag.gov/civil\\_rights/](http://www.azag.gov/civil_rights/)); or the Office for Civil Rights (OCR), Office of Justice Programs, Department of Justice (<http://www.justice.gov/crt/>).

### **Submitting Findings of Discrimination**

In the event a Federal or State court or Federal or State administrative agency makes an adverse finding of discrimination against your organization after a due process hearing, on the grounds of race, color, national origin, religion, or sex, your organization must submit a copy of the finding to OCR for review, with a copy to DPS-VOCA.

I, Richard A. Bowers (printed name of responsible official), certify that the  
The City of Glendale (name of subrecipient organization) will comply with the Federal Civil  
Rights Program requirements as outlined above.

Responsible Official's Title: Acting City Manager DPS Contract Number: 2015-236

Signature: [Signature] Date: 1-14-16

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Proof of Nonprofit Status**

Non-profit subgrantees shall demonstrate nonprofit status by any of the following means:

- (1) Provide proof that the Internal Revenue Service recognizes the organization as being tax exempt under 501(c)(3) of the Internal Revenue Code;
- (2) A statement from a state taxing body or state secretary of state certifying that the organization is a nonprofit organization and that no part of the organization's net earnings may benefit any private shareholder or individual;
- (3) A certified copy of a certificate of incorporation or similar document establishing nonprofit status; or
- (4) Any of the above, if it applies to a state or national parent organization, with a statement by the state or national parent organization that the applicant is a local nonprofit affiliate.

This documentation shall be returned to DPS with the signed Award Agreement.

I certify \_\_\_\_\_ (name of subrecipient organization) is a nonprofit agency and attached is documentation demonstrating proof of nonprofit status according to the requirements outlined in item number \_\_\_\_\_ listed above.

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official

\_\_\_\_\_  
Date

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Certification regarding eligibility for  
de minimis rate of 10% of Modified Total Direct Costs (MTDC)**

Pursuant to § 200.414 Indirect (F&A) Costs of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, any non-Federal entity that has never received a negotiated indirect cost rate, except for those non-Federal entities described in Appendix VII to Part 200 – States and Local Government and Indian Tribe Indirect Cost Proposals, paragraph (d)(1)(B), may elect to charge a de minimis rate of 10% of modified total direct costs (MTDC) which may be used indefinitely. As described in § 200.403 Factors affecting allowability of costs, costs must be consistently charged as either indirect or direct costs, but may not be double charged or inconsistently charged as both. If chosen, this methodology once elected must be used consistently for all Federal awards until such time as a non-Federal entity chooses to negotiate for a rate, which the non-Federal entity may apply to do at any time.

Additionally, pursuant to § 200.414(g), any non-Federal entity that has a federally negotiated indirect cost rate may apply for a one-time extension of a current negotiated indirect cost rate for a period of up to four years. This extension will be subject to the review and approval of the cognizant agency for indirect costs. If an extension is granted the non-Federal entity may not request a rate review until the extension period ends. At the end of the 4-year extension, the non-Federal entity must re-apply to negotiate a rate.

I certify to the best of my knowledge \_\_\_\_\_ (name of subrecipient organization) has never received a federally negotiated rate and will conform to the requirements listed above when utilizing the de minimis rate of 10% of modified total direct costs (MTDC).

\_\_\_\_\_  
Signature of Authorizing Official

\_\_\_\_\_  
Printed Name and Title of Authorizing Official

\_\_\_\_\_  
Date



**U.S. DEPARTMENT OF JUSTICE  
OFFICE OF JUSTICE PROGRAMS  
ACCOUNTING SYSTEM AND FINANCIAL CAPABILITY QUESTIONNAIRE**

**SECTION A: PURPOSE**

The financial responsibility of grantees must be such that the grantee can properly discharge the public trust which accompanies the authority to expend public funds. Adequate accounting systems should meet the following criteria as outlined in the OJP Financial Guide.

- (1) Accounting records should provide information needed to adequately identify the receipt of funds under each grant awarded and the expenditure of funds for each grant.
- (2) Entries in accounting records should refer to subsidiary records and/or documentation which support the entry and which can be readily located.
- (3) The accounting system should provide accurate and current financial reporting information.
- (4) The accounting system should be integrated with an adequate system of internal controls to safeguard the funds and assets covered, check the accuracy and reliability of accounting data, promote operational efficiency, and encourage adherence to prescribed management policies.

**SECTION B: GENERAL**

1. If your firm publishes a general information pamphlet setting forth the history, purpose and organizational structure of your business, please provide this office with a copy; otherwise, complete the following items:

a. When was the organization founded/incorporated (month, day, year)

6/12/10

b. Principle officers

Richard A. Brown

Titles

Acting City Manager

c. Employer Identification Number:

86-6000247

d. Number of Employees

Full Time: 1671 Part Time: 644

2. Is the firm affiliated with any other firm: ☐ Yes ☒ No

If "yes", provide details: this is the first line  
this is the second line

3. Total Sales/Revenues in most recent accounting period. (12 months)

\$ 418,533,000

**SECTION C: ACCOUNTING SYSTEM**

1. Has any Government Agency rendered an official written opinion concerning the adequacy of the accounting system for the collection, identification and allocation of costs under Federal contracts/grants? ☐ Yes ☒ No

a. If yes, provide name, and address of Agency performing review:

b. Attach a copy of the latest review and any subsequent correspondence, clearance documents, etc.

Note: If review occurred within the past three years, omit questions 2-8 of this Section and Section D.

2. Which of the following best describes the accounting system: ☐ Manual ☒ Automated ☐ Combination

3. Does the accounting system identify the receipt and expenditure of program funds separately for each contract/grant? ☒ Yes ☐ No ☐ Not Sure

4. Does the accounting system provide for the recording of expenditures for each grant/contract by the component project and budget cost categories shown in the approved budget? ☒ Yes ☐ No ☐ Not Sure

5. Are time distribution records maintained for an employee when his/her effort can be specifically identified to a particular cost objective? ☒ Yes ☐ No ☐ Not Sure

6. If the organization proposes an overhead rate, does the accounting system provide for the segregation of direct and indirect expenses? ☒ Yes ☐ No ☐ Not Sure

7. Does the accounting/financial system include budgetary controls to preclude incurring obligations in excess of:

a. Total funds available for a grant?

☒ Yes ☐ No ☐ Not Sure

b. Total funds available for a budget cost category (e.g. Personnel, Travel, etc)?

☒ Yes ☐ No ☐ Not Sure

8. Is the firm generally familiar with the existing regulation and guidelines containing the cost principles and procedures for the determination and allowance of costs in connection with Federal contracts/grants?

☒ Yes ☐ No ☐ Not Sure

SECTION D: FUNDS CONTROL		
1. If Federal grant/contract funds are commingled with organization funds, can the Federal grant funds and related costs and expenses be readily identified?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No <input type="checkbox"/> Not Sure

SECTION E: FINANCIAL STATEMENTS		
1. Did an independent certified public accountant (CPA) ever examine the financial statements?	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No
2. If an independent CPA review was performed please provide this office with a copy of their latest report and any management letters issued.	<input checked="" type="checkbox"/> Enclosed	<input type="checkbox"/> N/A
3. If an independent CPA was engaged to perform a review and no report was issued, please provide details and an explanation below:		

SECTION F: ADDITIONAL INFORMATION		
1. Use this space for any additional information (indicate section and item numbers if a continuation)		

SECTION G: APPLICANT CERTIFICATION		
I certify that the above information is complete and correct to the best of my knowledge.		
1. Signature <i>Risette Carrillo</i>	b. Firm Name, Address, and Telephone Number <i>City of Glendale 5850 W Glendale Ave #302 Glendale, AZ 85301</i>	
a. Title <i>Controller</i>		

SECTION H: CPA CERTIFICATION		
The purpose of the CPA certification is to assure the Federal agency that the recipient can establish fiscal controls and accounting procedures which assure that Federal and State/local funds available for the conduct of the grant programs and projects are disbursed and accounted for properly. If the audit report requested in Section E 2 above is not enclosed, then completion of this section is required.		
1. Signature	b. Firm Name, Address, and Telephone Number	
a. Title		

PUBLIC REPORTING BURDEN FOR THIS COLLECTION OF INFORMATION IS ESTIMATED TO AVERAGE 4 HOURS (OR MINUTES) PER RESPONSE, INCLUDING THE TIME FOR REVIEWING INSTRUCTIONS, SEARCHING EXISTING DATA SOURCES, GATHERING AND MAINTAINING THE DATA NEEDED, AND COMPLETING AND REVIEWING THE COLLECTION OF INFORMATION. SEND COMMENTS REGARDING THIS BURDEN ESTIMATE OR ANY OTHER ASPECTS OF THIS COLLECTION OF INFORMATION, INCLUDING SUGGESTIONS FOR REDUCING THIS BURDEN, TO OFFICE OF JUSTICE PROGRAMS, OFFICE OF THE COMPTROLLER, 810-7TH STREET, NW, WASHINGTON, DC 20531; AND TO THE PUBLIC USE REPORTS PROJECT, 1121-7120, OFFICE OF INFORMATION AND REGULATORY AFFAIRS, OFFICE OF MANAGEMENT AND BUDGET, WASHINGTON, DC 20503.

**Arizona Department of Public Safety  
Victims of Crime Act (VOCA) Administration**



**Certification regarding Non-Supplanting**

As outlined in the U.S. Department of Justice, Office of Justice Programs, Federal Financial Guide, Federal funds must be used to **supplement** existing State and local funds for program activities and must not supplant those funds that have been appropriated for the same purpose. Furthermore, supplanting is defined as "to deliberately reduce State or local funds because of the existence of Federal funds. For example, when State funds are appropriated for a stated purpose and Federal funds are awarded for that same purpose, the State replaces its State funds with Federal funds, thereby reducing the total amount available for the stated purpose."

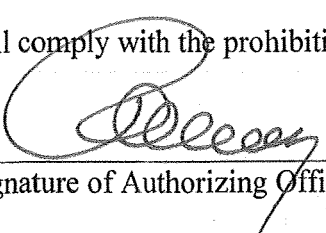
The following example is provided in the Federal Financial Guide to help clarify the difference between supplementing and supplanting:

State funds are appropriated to hire 50 new police officers, and Federal funds are awarded for hiring 60 new police officers. At the end of the year, the State has hired 60 new police officers, and the Federal funds have been exhausted. The State has not used its funds towards hiring new officers, but instead reduced its appropriation for that purpose and assigned or appropriated the funds to another purpose. In this case, the State has supplanted its appropriation with the Federal funds. If supplanting had not occurred, 110 new officers would have been hired using Federal funds for 60 officers and State funds for 50 officers.

As a subrecipient of Victims of Crime Act (VOCA) Assistance funds, each agency shall certify its understanding of and adherence to the prohibition against supplanting of State or local funds with Federal funds.

I certify that the CITY of Glendale Police Dept (name of subrecipient organization)

will comply with the prohibition against supplanting as outlined above.

  
\_\_\_\_\_  
Signature of Authorizing Official

Richard A. Bowers, Acting City Manager  
Printed Name and Title of Authorizing Official

14 January 2016  
Date

## Subgrant Award Report (SAR)

Subrecipient Organization Name: City of Glendale Police Department

DPS-VOCA Contract # 2015-VA-6X-0032

### Subrecipient Organization Type

**INSTRUCTIONS:** Check the appropriate box that best reflects your agency type.

**A. Government Agencies Only:** Which designation best describes this government agency (select one response)?

- ☐ Courts
- ☐ Juvenile justice
- ☒ Law enforcement
- ☐ Prosecutor
- ☐ Other government agency

**B. Nonprofit Organization Only:** Which designation best describes this nonprofit organization (select one response)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Coalition (e.g., state domestic violence or sexual assault coalition)
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Multi-service agency
- ☐ Other type of organization serving victims of crime

**C. Federally Recognized Tribal Governments, Agencies, and Organizations Only:** Which designation best describes this tribal agency or organization (select one response)?

- ☐ Child abuse service organization (e.g., child advocacy center)
- ☐ Court
- ☐ Domestic and family violence organization
- ☐ Faith-based organization
- ☐ Juvenile justice
- ☐ Law enforcement
- ☐ Organization provides domestic and family violence and sexual assault services
- ☐ Prosecutor
- ☐ Sexual assault services organization (e.g., rape crisis center)
- ☐ Other justice-based agency
- ☐ Other agency that is NOT justice-based (e.g., human services, health, education)
- ☐ Organization by and/or for a specific traditionally underserved community
- ☐ Organization by and/or for underserved victims of crime (e.g., drunk driving, homicide, elder abuse)

**D. Campus Organizations Only:** Which designation best describes this campus organization (select one response)?

- ☐ Campus-based victims services
- ☐ Law enforcement
- ☐ Physical or mental health service program
- ☐ Other:

## **Use of VOCA and Match Funds:**

**INSTRUCTIONS:** For this subaward, check the category of service and subcategory that best identifies the types of services or activities that will be provided by this VOCA-funded project, as described below.

Note: Report only those program activities that will be implemented with this VOCA award. Do not report services offered by another VOCA award received by your agency or any another agency.

### ☒ **A. INFORMATION & REFERRAL**

- ☒ Information about the criminal justice process
- ☒ Information about victim rights, how to obtain notifications, etc.
- ☒ Referral to other victim service programs
- ☒ Referral to other services, supports, and resources (includes legal, medical, faith-based organizations, address confidentiality programs, etc.)

### ☒ **B. PERSONAL ADVOCACY/ACCOMPANIMENT**

- ☐ Victim advocacy/accompaniment to emergency medical care
- ☒ Victim advocacy/accompaniment to medical forensic exam
- ☐ Law enforcement interview advocacy/accompaniment
- ☒ Individual advocacy (assistance in applying for public benefits, return of personal property or effects)
- ☐ Performance of medical forensic exam or interview, or medical evidence collection
- ☒ Immigration assistance (e.g., special visas, continued presence application, other immigration relief)
- ☒ Intervention with employer, creditor, landlord, or academic institution
- ☐ Child and/or dependent care assistance (provided by agency)
- ☒ Transportation assistance (provided by agency)
- ☒ Interpreter services
- ☒ Assistance with victim compensation application

### ☒ **C. EMOTIONAL SUPPORT OR SAFETY SERVICES**

- ☒ Crisis intervention (in-person, includes safety planning, etc.)
- ☐ Hotline/crisis line counseling
- ☐ Individual counseling
- ☒ On-scene crisis response (e.g., community crisis response)
- ☐ Therapy (traditional, cultural, or alternative healing; art, writing, or play therapy; etc.)
- ☐ Support groups (facilitated or peer)
- ☒ Emergency financial assistance (includes emergency loans, taxis, prophylactic and nonprophylactic meds, durable/medical equipment, etc.)

### ☐ **D. SHELTER/HOUSING SERVICES**

- ☐ Emergency shelter or safe house
- ☐ Transitional housing
- ☐ Relocation assistance

### ☒ **E. CRIMINAL/CIVIL JUSTICE SYSTEM ASSISTANCE**

- ☒ Notification of criminal justice events (e.g., case status, arrest, court proceedings, case disposition, release, etc.)
- ☒ Victim impact statement assistance
- ☒ Assistance with restitution (includes assistance in requesting and when collection efforts are not successful)
- ☐ Civil legal attorney assistance in obtaining protection or restraining order
- ☐ Civil legal attorney assistance with family law issues (e.g., custody, visitation, or support)
- ☒ Other emergency justice-related assistance
- ☐ Immigration attorney assistance (e.g., special visas, continued presence application, and other immigration relief)
- ☒ Prosecution interview advocacy/accompaniment (includes accompaniment with prosecuting attorney and with victim/witness)
- ☒ Law enforcement interview advocacy/accompaniment
- ☒ Criminal advocacy/accompaniment
- ☐ Other legal advice and/or counsel

**Staffing**

**INSTRUCTIONS:** Indicate your agency's total number of paid full-time equivalent staff for all victimization programs and/or services for the current fiscal year. This FTE count should include the VOCA funded staff as well as the agency's entire direct service staff.

Number of Full Time Equivalent (FTE) Staff: 6.5



## Legislation Description

---

**File #:** 15-847, **Version:** 1

---

**ORDINANCE 2973: ADOPT AN ORDINANCE UPDATING THE CITY'S SIGNATURE AUTHORITY FOR BANKING TRANSACTIONS**

Staff Contact: Vicki Rios, Interim Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond the title and adopt an ordinance updating the city's signature authority for banking transactions. The city's banking signature authorizations are updated periodically due to changes in the organization.

**Background**

It is recommended that the following individuals be authorized signers, effective February 1, 2016:

<u>Name</u>	<u>Position</u>
Kevin R. Phelps	City Manager
Jennifer Campbell	Assistant City Manager
Thomas Duensing	Interim Assistant City Manager
Pamela Hanna	City Clerk
Jack Friedline	Director
Vicki L. Rios	Interim Director

**Previous Related Council Action**

The previous ordinance was taken to Council on February 24, 2015.

ORDINANCE NO. 2973 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING DESIGNATED OFFICERS TO DEPOSIT CITY FUNDS IN DESIGNATED BANK; DIRECTING SAID BANK TO RECOGNIZE THE SIGNATURES OF SAID OFFICERS ON ELECTRONIC FUND TRANSFERS, CHECKS FOR DEPOSIT AND/OR WITHDRAWAL; AND DECLARING AN EMERGENCY.

WHEREAS, it is necessary for the City to establish various bank accounts to be used for day-to-day operations of the City, to receive deposits in these accounts, and pay the necessary expenses as authorized by the City Council.

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

SECTION 1. That Thomas Duensing is the duly appointed City Treasurer.

SECTION 2. That Jack Friedline is the duly appointed Superintendent of Streets.

SECTION 3. That all banks with whom the City maintains accounts are hereby directed to honor the signatures of the officers named below on all electronic fund transfers, or checks depositing and/or withdrawing the funds placed in those accounts until further notice of the City:

<u>Name</u>	<u>Position</u>	<u>Signature Authorization</u>
Kevin R. Phelps	City Manager	City Manager
Jennifer Campbell	Assistant City Manager	City Manager
Thomas Duensing	Interim Assistant City Manager	City Manager/City Treasurer
Pamela Hanna	City Clerk	City Clerk
Jack Friedline	Director	Superintendent of Streets
Vicki L. Rios	Interim Director	Financial Services

SECTION 4. That all checks drawn on the City of Glendale accounts in the amount of \$50,000 or more shall require two signatures from the authorized signatories listed in Section 3 above.

SECTION 5. Whereas the immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, healthy, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect on February 1, 2016 and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of  
Glendale, Maricopa County, Arizona, this            day of            , 2016.

\_\_\_\_\_  
M A Y O R

ATTEST:

\_\_\_\_\_  
City Clerk            (SEAL)

APPROVED AS TO FORM:

\_\_\_\_\_  
City Attorney

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_finance\_banking.doc



## Legislation Description

---

**File #:** 16-008, **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 February 24, 2015. 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 in 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 is unavailable for any reason, the remaining Councilmember with the most years of service will serve as the interim Vice Mayor during the Vice Mayor's absence or 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 19, 2016 Workshop, nominations for Vice Mayor were discussed by Council.