



# 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 Gary Sherwood*  
*Councilmember Lauren Tolmachoff*  
*Councilmember Bart Turner*

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Tuesday, April 28, 2015

6:00 PM

Council Chambers

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### 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.

#### APPROVAL OF THE MINUTES OF APRIL 14, 2015

1. [15-292](#) APPROVAL OF THE MINUTES OF APRIL 14, 2015  
Staff Contact: Pamela Hanna, City Clerk

Attachments: [Meeting Minutes of April 14, 2015](#)

#### BOARDS, COMMISSIONS AND OTHER BODIES

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

**PRESENTED BY: Vice Mayor Ian Hugh**

2. [15-272](#) 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. [15-254](#) APPROVE LIQUOR LICENSE NO. 3-1224, CACTUS MARKET  
Staff Contact: Susan Matousek, Revenue Administrator  
**Attachments:** [Map](#)  
[Calls for Service](#)
4. [15-255](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH RANDSTAD US, L.P. D.B.A RANDSTAD NORTH AMERICA, INC., FOR TEMPORARY STAFFING SERVICES  
Staff Contact: Tom Duensing, Director, Finance and Technology  
**Attachments:** [Randstad Linking Agreement.pdf](#)  
[Exhibit A.pdf](#)  
[Exhibit B.pdf](#)
5. [15-264](#) APPROVAL CONFIRMATION OF AN EMERGENCY PURCHASE FROM HEWLETT PACKARD  
Staff Contact: Tom Duensing, Director, Finance and Technology  
**Attachments:** [Linking Agreement Hewlett Packard](#)  
[State Contract ADSPO10-00000005 Hewlett Packard](#)  
[PO 21027 SQL Servers HP \(2\)](#)  
[PO 21029 Desktop PCs and Laptops HP \(2\)](#)
6. [15-252](#) EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF IPAD AIRS FOR ELECTRONIC PATIENT CARE REPORTING (EPCR) FROM VERIZON WIRELESS  
Staff Contact: Mark Burdick, Fire Chief  
**Attachments:** [4 iPad quotes for ePCR 0315](#)
7. [15-253](#) AUTHORIZATION TO ENTER INTO A SOLUTION AGREEMENT WITH STARWEST TECH INTERNATIONAL AND APPROVE THE PURCHASE OF THE ELECTRONIC PATIENT CARE REPORTING (EPCR) SOFTWARE AND SUPPORT  
Staff Contact: Mark Burdick, Fire Chief  
**Attachments:** [Starwest Tech Contract - signed](#)
8. [15-267](#) AUTHORIZATION FOR A CASH AND BUDGET APPROPRIATION TRANSFER TO THE FIRE DEPARTMENT FOR OVERTIME  
Staff Contact: Mark Burdick, Fire Chief

9. [15-275](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PANASONIC CORPORATION OF NORTH AMERICA AND APPROVE THE PURCHASE OF ADDITIONAL MOBILE DATA COMPUTERS FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A CITY OF TUCSON PURCHASING COOPERATIVE CONTRACT  
Staff Contact: Debora Black, Police Chief  
**Attachments:** [Linking Agreement with Exhibit A - Panasonic Corp](#)
10. [15-276](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SAN DIEGO POLICE EQUIPMENT CO. INC. AND APPROVE THE PURCHASE OF AMMUNITION FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA PURCHASING COOPERATIVE CONTRACT  
Staff Contact: Debora Black, Police Chief  
**Attachments:** [Signed Linking Agreement with Exhibit A - San Diego Police Equip Co](#)
11. [15-256](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG 51st, OLIVE AND NORTHERN AVENUES  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [51 Olive PSA with Kimley-Horn](#)
12. [15-257](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STANLEY CONSULTANTS INC. FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG MARYLAND AVENUE FROM 95th TO 99th AVENUES  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Maryland Lane Control Signs PSA](#)
13. [15-258](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LEE ENGINEERING, LLC FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS AT KEY INTERSECTIONS THROUGHOUT GLENDALE  
Staff Contact: Jack Friedline, Director, Public Works  
**Attachments:** [Travel Time Data Collectors PSA with Lee Engineering](#)
14. [15-298](#) CONSIDERATION AND ACTION TO RATIFY THE DIRECTION PREVIOUSLY GIVEN TO THE CITY ATTORNEY TO FILE A LAWSUIT AGAINST VIESTE SPE, LLC, AND VIESTE ENERGY, LLC.  
Staff Contact: Michael D. Bailey, City Attorney

**CONSENT RESOLUTIONS**

15. [15-277](#) MOVING CITIZEN COMMENT OPPORTUNITY TO THE BEGINNING OF THE CITY COUNCIL VOTING MEETING  
Staff Contact: Pamela Hanna, City Clerk

**Attachments:**     [Resolution 4948](#)  
[Amended Council Meeting Procedures](#)

16.     [15-259](#)             AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Resolution 4949](#)  
[Grant Agreement](#)

17.     [15-302](#)             AUTHORIZATION TO ENTER INTO A MUTUAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**     [Resolution 4950](#)  
[Mutual Fire Protection and Emergency Services Agreement](#)

18.     [15-304](#)             AUTHORIZATION TO ENTER INTO A MUTUAL PROTECTION AND LAW ENFORCEMENT AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE  
Staff Contact: Michael D. Bailey, City Attorney

**Attachments:**     [Resolution 4951](#)  
[Mutual Protection and Law Enforcement Agreement](#)

## ORDINANCES

19.     [15-261](#)             AUTHORIZATION TO ENTER INTO AN AIRPORT LAND LEASE WITH BUTLER AVIATION INVESTMENTS, L.L.C.  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2937](#)  
[Butler Aviation Land Lease with Exhibit](#)

20.     [15-263](#)             LAND EXCHANGE BETWEEN CITY OF GLENDALE AND THE UNITED STATES OF AMERICA ALONG 99TH AVENUE, NORTH OF GLENDALE AVENUE  
Staff Contact: Jack Friedline, Director, Public Works

**Attachments:**     [Ordinance 2938 with exhibits](#)  
[BOR Land Exchange Warranty Deed](#)  
[Map-99th Ave Dedication to USBOR](#)  
[Map-99th Ave USBOR Quit Claim to COG](#)

## REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

## CITIZEN COMMENTS

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

## **COUNCIL COMMENTS AND SUGGESTIONS**

## **ADJOURNMENT**

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

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



# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301

## Legislation Description

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**File #: 15-292, Version: 1**

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**APPROVAL OF THE MINUTES OF APRIL 14, 2015**

Staff Contact: Pamela Hanna, City Clerk

# City of Glendale

5850 West Glendale Avenue  
Glendale, AZ 85301



## Meeting Minutes - Draft

Tuesday, April 14, 2015

6:00 PM

Voting Meeting

Council Chambers

### City Council

*Mayor Jerry Weiers*

*Vice Mayor Ian Hugh*

*Councilmember Jamie Aldama*

*Councilmember Samuel Chavira*

*Councilmember Gary Sherwood*

*Councilmember Lauren Tolmachoff*

*Councilmember Bart Turner*

**CALL TO ORDER**

- Present:** 6 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner
- Absent:** 1 - Councilmember Samuel Chavira

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

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

*Pastor Chris Bell from Happy Valley Baptist Church offered the invocation.*

**APPROVAL OF THE MINUTES OF MARCH 24, 2015**

1. [15-266](#) APPROVAL OF THE MINUTES OF MARCH 24, 2015  
Presented by: Pamela Hanna, City Clerk

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

- Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner
- Absent:** 1 - Councilmember Chavira

**PROCLAMATIONS AND AWARDS**

2. [15-209](#) PROCLAIM APRIL 2015 AS ENVIRONMENTAL AWARENESS MONTH  
Staff Contact: Craig Johnson, P.E., Director, Water Services  
Accepted By: Mr. Bill Shepard and Ms. Candy Shepard, Sahuaro Ranch Park Volunteers  
Accepted By: Ms. Deborah Coy, City of Glendale Recycling Coordinator  
Accepted By: Ms. Rachel Burnett, ASU Student and City of Glendale Environmental Resources Intern

*Mayor Weiers proclaimed April 2015 as Environmental Awareness Month. The award was accepted by Mr. Bill Shepard and Ms. Candy Shepard, Sahuaro Ranch Park Volunteers. Ms. Rachel Burnett, ASU Student and City of Glendale Intern, thanked the City for the proclamation.*

3. [15-228](#) PROCLAIM APRIL 12 – 18, 2015 AS NATIONAL LIBRARY WEEK  
Staff Contact: Michael Beck, Chief Librarian, City of Glendale  
Accepted By: Ms. Karen Aborne, Chair, Library Advisory Board  
Accepted By: Michael Beck, Chief Librarian, City of Glendale



Mayor Weiers proclaimed April 12-18, 2015 as National Library Week. The award was accepted by Ms. Karen Aborn and Michael Beck, Chief Librarian. Ms. Aborn thanked the City.

## CONSENT AGENDA

Ms. Julie Frisoni, Assistant City Manager, read agenda item numbers 4 through 18.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 19 through 30 by number and title.

4. [15-214](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST  
Staff Contact: Susan Matousek, Revenue Administrator  
**This agenda item was approved.**
5. [15-215](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, USUAL SUSPECTS LEMC  
Staff Contact: Susan Matousek, Revenue Administrator  
**This agenda item was approved.**
6. [15-216](#) APPROVE LIQUOR LICENSE NO. 5-15657, CHINA RAINBOW  
Staff Contact: Susan Matousek, Revenue Administrator  
**This agenda item was approved.**
7. [15-217](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH KELLY SERVICES, INC.  
Staff Contact: Tom Duensing, Director, Finance and Technology  
**This agenda item was approved.**
8. [15-235](#) AUTHORIZATION TO APPROVE THE RENEWAL OF AN ANNUAL ICAPTURE SOFTWARE LICENSE SUPPORT AGREEMENT WITH IMPRESSION TECHNOLOGY, INC.  
Staff Contact: Tom Duensing, Director, Finance and Technology  
**This agenda item was approved.**
9. [15-248](#) APPROVAL CONFIRMATION OF AN EMERGENCY PURCHASE FROM TITAN POWER, INC.  
Staff Contact: Tom Duensing, Director, Finance and Technology  
**This agenda item was approved.**
10. [15-208](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANS WEST ANALYTICAL SERVICES, LLC FOR LABORATORY SERVICES UTILIZING A MARICOPA COUNTY COOPERATIVE PURCHASING CONTRACT  
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

11. [15-210](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SELLERS AND SONS, INC. FOR WATER LINE VALVE AND FIRE HYDRANT REPLACEMENT  
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

12. [15-218](#) AUTHORIZATION FOR THE PURCHASE OF A SERVICE TRUCK FROM MIDWAY CHEVROLET FOR THE GLENDALE MUNICIPAL LANDFILL  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

13. [15-219](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH STRUCTURAL GRACE, INC. FOR DESIGN AND CONSTRUCTION ADMINISTRATION SERVICES FOR THE BRIDGE REPAIR PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

14. [15-220](#) AWARD OF BID 15-52 TO SOUTHWEST FABRICATION, L.L.C., FOR STREETLIGHT POLES AND ARMS  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

15. [15-226](#) AUTHORIZATION TO ENTER INTO AMENDMENT NUMBER ONE OF AN AGREEMENT WITH HEINFELD, MEECH & CO., P.C. FOR THE PERFORMANCE AUDIT OF THE GO TRANSPORTATION PROGRAM  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

16. [15-251](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE GLENDALE WESTGATE LODGING INVESTORS II, LLC GROUND LEASE AGREEMENT  
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

#### CONSENT RESOLUTIONS

19. [15-221](#) AUTHORIZATION OF A LICENSE AGREEMENT FOR VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A MONOPALM CELL TOWER AT PYRAMID PEAK WATER TREATMENT PLANT ON CITY PROPERTY  
Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4936 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 COMMUNICATIONS SITE LICENSE WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF COMMUNICATION EQUIPMENT AT PYRAMID PEAK WATER TREATMENT FACILITY LOCATED AT 67TH AVENUE AND PYRAMID PEAK ROAD IN PHOENIX, ARIZONA.*

**This agenda item was approved.**

20. [15-222](#) 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 6626 WEST GREENWAY ROAD  
Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4937 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 COMMUNICATIONS SITE LICENSE WITH VERIZON WIRELESS LLC, DBA VERIZON WIRELESS FOR THE PURPOSE OF INSTALLATION AND MAINTENANCE OF A SMALL CELL WIRELESS COMMUNICATIONS FACILITY LOCATED WITHIN PUBLIC RIGHT-OF-WAY AT 6626 WEST GREENWAY ROAD IN GLENDALE, ARIZONA.*

**This agenda item was approved.**

21. [15-227](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY  
Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4938 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 AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A PATHWAY ALONG THE GRAND CANAL BETWEEN 107TH AVENUE AND SR101 IN GLENDALE.*

**This agenda item was approved.**

22. [15-234](#) AUTHORIZATION TO ENTER INTO A TEMPORARY PARKING AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 5  
Staff Contact: Jack Friedline, Director, Public Works

*RESOLUTION NO. 4939 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 "TEMPORARY PARKING AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT*

WESTGATE.

**This agenda item was approved.**

23. [15-230](#) AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8437-1 FOR THE NEIGHBORHOOD STABILIZATION PROGRAM AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA  
Staff Contact: Erik Strunk, Director, Community Services

*RESOLUTION NO. 4940 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 AMENDMENT NO. 1 TO AGREEMENT C-8437 WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR NSP ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES.*

**This agenda item was approved.**

24. [15-231](#) AUTHORIZATION TO AMEND AND EXTEND AGREEMENT C-8524-1 FOR NEIGHBORHOOD STABILIZATION PROGRAM 3 AND RATIFICATION OF EXPENDITURES WITH HABITAT FOR HUMANITY CENTRAL ARIZONA  
Staff Contact: Erik Strunk, Director, Community Services

*RESOLUTION NO. 4941 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 AMENDMENT NO. 1 TO AGREEMENT C-8524 WITH HABITAT FOR HUMANITY CENTRAL ARIZONA FOR NSP 3 ACQUISITION, REHABILITATION AND RESALE OF FORECLOSED HOMES.*

**This agenda item was approved.**

25. [15-233](#) INCLUDE THE POSTING OF COLORS AT COUNCIL VOTING MEETINGS  
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

*RESOLUTION NO. 4942 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 GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO INCLUDE THE POSTING OF COLORS.*

**This agenda item was approved.**

28. [15-242](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE SYSTEMATIC IMPROVEMENT OF CRASH DATA PROJECT  
Staff Contact: Debora Black, Police Chief

*RESOLUTION NO. 4945 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE,*

MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION ("ADOT") FOR THE SYSTEMATIC IMPROVEMENT OF CRASH DATA PROJECT AND AUTHORIZE THE ACCEPTANCE OF REIMBURSEMENT FROM ADOT.

This agenda item was approved.

29. [15-244](#) AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2537 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4946 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-15-2537) WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$40,000 TO PROVIDE OVERTIME FUNDING FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (AZWANTED) BY THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

30. [15-245](#) AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-15-2538 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4947 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-15-2538) WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$68,000 TO PROVIDE OVERTIME AND SERVICES FUNDING FOR THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE (WVDETF) BY THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

#### CONSENT AGENDA VOTE

**A motion was made by Councilmember Sherwood, seconded by Councilmember Turner, to approve Consent Agenda items 4 through 16 and 19 through 25 and 28 through 30. The motion carried by the following vote:**

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

17. [15-092](#) AUTHORIZATION TO AMEND CONTRACT C-8820 WITH INSIGHT PUBLIC SECTOR, INC.  
Staff Contact: Tom Duensing, Director, Finance and Technology
- Mr. Duensing said this item is allow for purchase of Sysco networking equipment, firewalls, routers and network switches.*
- Councilmember Tolmachoff asked if the employee has filed the appropriate paperwork with the Clerk's Office.*
- Ms. Hanna said no paperwork had been filed by Ms. Frisoni in the conflict of interest file.*
- A motion was made by Councilmember Sherwood, seconded by Councilmember Aldama, that this agenda item be approved. The motion carried by the following vote:**
- Aye:** 4 - Mayor Weiers, Councilmember Aldama, Councilmember Sherwood, and Councilmember Turner
- Nay:** 2 - Vice Mayor Hugh, and Councilmember Tolmachoff
- Absent:** 1 - Councilmember Chavira
18. [15-192](#) AUTHORIZATION TO AMEND CONTRACT C-8671 WITH INSIGHT PUBLIC SECTOR, INC.  
Staff Contact: Tom Duensing, Director, Finance and Technology
- Mr. Duensing said this item is to approve contract amendment is for PC server and printer replacements. He said the technology presentation was done on April 7, 2015.*
- Councilmember Tolmachoff asked if the employee has filed the appropriate paperwork with the Clerk's Office.*
- Ms. Hanna said no paperwork had been filed by Ms. Frisoni in the conflict of interest file.*
- A motion was made by Councilmember Sherwood, seconded by Councilmember Turner, that this agenda item be approved. The motion carried by the following vote:**
- Aye:** 4 - Mayor Weiers, Councilmember Aldama, Councilmember Sherwood, and Councilmember Turner
- Nay:** 2 - Vice Mayor Hugh, and Councilmember Tolmachoff
- Absent:** 1 - Councilmember Chavira
26. [15-237](#) AUTHORIZATION TO RECLASSIFY INTER-FUND ADVANCE TO INTERFUND TRANSFER  
Staff Contact: Tom Duensing, Director, Finance and Technology
- RESOLUTION NO. 4943 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 THAT AN AMOUNT RECORDED IN THE CITY OF GLENDALE GENERAL LEDGER AS AN ADVANCE FROM OTHER FUNDS TO THE GENERAL FUND AND AN ADVANCE TO OTHER FUNDS FROM CERTAIN BUSINESS TYPE (ENTERPRISE) FUNDS BE RECLASSIFIED AS AN INTER-FUND TRANSFER.*

Mr. Duensing said this item is authorizing a reclassified as an interfund transfer. He said this is an accounting reclassification and no cash will be moving between funds. He explained payment from the general fund to enterprise funds will be made via transfer requests in the annual budget process. He said this item was before Council as it would increase the general fund unreserved fund balance. He said this item will allow the capacity to pay off a capital lease and save the city about \$700,000 in interest costs.

Vice Mayor Hugh said they already have rules in place regarding enterprise funds that state they are separate and protected funds to be used for no other purpose than the expense of what the funds are set for. He said they have to pay the money back into the funds.

Mr. Duensing said currently the money is paid back, subject to Council appropriation each year. Under a transfer system, money would be paid back by Council appropriation each year. He said the method of repayment has changed, but the fact that cash would go back to enterprises funds has not changed.

Vice Mayor Hugh said he wanted to make this clear as the public was very interested in this when it happened. He said Councilmembers had questions on this when they voted on it the first time. He discussed the events that occurred previously regarding this item and the discussions held by past Councilmembers. He said there was concern and some confusion about this item and how it worked in the past.

Mr. Duensing said he is not aware that any of this \$25 million came back to the city when transactions were initiated.

Vice Mayor Hugh asked even if it was put in an escrow account for the city and drawing interest. He asked if anyone had a way of checking where the money is right now.

Mr. Duensing said he is not aware of an escrow account for the city where this money resides.

Vice Mayor Hugh said he would like to have it back if they could. He said they could sure use the money that went to the NHL to increase library hours and provide other services.

Councilmember Tolmachoff said when the money was initially moved; the process should have been done as a transfer, and asked if they are trying to correct that now.

Mr. Duensing said when the money was moved in FY10/11 and FY11/12, had the money been moved via a transfer, the city's general fund balance would be in a much different situation. He said had he advised the Council to do that, he would have advised Council the better way to do that to preserve the fund balance would have been through a transfer. That is what this action today accomplishes. He said today's action is correcting the process that happened a few years ago.

Councilmember Tolmachoff said this is not different than any other liability that the city carries; it is just that it shows as a negative in the fund balance.

Mr. Duensing said that is exactly correct. He said this is a 25 year repayment and there are other repayments the city makes in the general fund that they do not carry those long term liabilities on the balance sheets. He said the capital lease was not carried on the balance sheet; any of the debt service payments supported by the general fund are not

carried on the general fund balance sheet. He said the general fund balance sheet is a short term focus and are the budget amounts available to be appropriated by the Council. He said this action reclassifies a long term item that is on a short term focus balance sheet. He said repayment will be made, subject to Council appropriation, similar to the structured repayment that was made. He said the cash should still move each year from the general fund back to the enterprise fund.

Councilmember Tolmachoff asked that discussions be held on a resolution to hold future Councilmembers response and will address this item each year during the budget process. She said this way it can't be ignored as the resolution will require it.

Mr. Duensing said they can look into that and work with the City Attorney to draft something appropriate. He said the goal is to protect all the funds and be fair to all the funds.

Councilmember Tolmachoff said she has been having trouble with the honoring the commitment part of this.

Councilmember Turner appreciated the questions asked by Vice Mayor Hugh and Councilmember Tolmachoff. He asked should this remain as an interfund advance, it would take a Council action to move money back into the enterprise funds on a scheduled basis, just as if this becomes an interfund transfer, it still takes Council action to move money back to the other funds.

Mr. Duensing said that is exactly correct.

Councilmember Turner said in the budget projections for the next fiscal year, they have scheduled a \$600,000 transfer into the enterprise funds in relationship to this issue.

Mr. Duensing said that was correct. The current City Manager budget requests include a \$600,000 transfer. He said keeping the advance notion; the transfer would have been around \$450,000. He recommends a transfer of \$600,000.

Mayor Weiers asked that Item 27 be heard as well.

**A motion was made that this agenda item be approved. The motion carried by the following vote:**

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

**27.**     [15-247](#)

**AUTHORIZATION TO PAY THE REMAINING BALANCE AND EXECUTE ALL DOCUMENTS NECESSARY TO END A LEASE PURCHASE-BACK AGREEMENT OF CITY PROPERTY WITH BANC OF AMERICA LEASING**

Staff Contact: Tom Duensing, Director, Finance and Technology

*RESOLUTION NO. 4944 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 OR DESIGNEE TO PAY THE REMAINING BALANCE AND EXECUTE ALL DOCUMENTS NECESSARY TO END A LEASE-PURCHASE BACK AGREEMENT OF CITY PROPERTY WITH BANC OF AMERICA LEASING.*



Mr. Duensing said this item is to execute all documents necessary to pay off a lease purchase agreement with Bank of America leasing. He said about \$9 million is currently outstanding. He said they exercised the early payoff option as of March 31, 2015 if approved by Council. He said this item is contingent on Item 26 and the sole purpose is to save the general fund interest costs of about \$700,000.

Councilmember Turner asked if the projected interest savings of about \$700,000 was a cumulative total over the next three years.

Mr. Duensing said that was correct.

Councilmember Turner said by approving Item 26, the interfund transfer, and Item 27, the lease purchase back, the city will save the taxpayers about \$240,000 over each of the next three years.

Mr. Duensing said that was correct.

Items 26 and 27 were approved with the action taking place in one vote.

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

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

## **PUBLIC HEARING - LAND DEVELOPMENT ACTIONS**

**31. [15-229](#) REZONING (ZON) APPLICATION ZON14-04 (ORDINANCE): CARMEL ESTATES - 19268 NORTH 54TH AVENUE (PUBLIC HEARING REQUIRED)**

Staff Contact: Tabitha Perry, Assistant Planning Director

*ORDINANCE NO. 2933 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 19268 NORTH 54TH AVENUE FROM R1-6 PRD (SINGLE RESIDENCE – PLANNED RESIDENTIAL DEVELOPMENT) TO R1-6 PRD AMENDED (SINGLE RESIDENCE – PLANNED RESIDENTIAL DEVELOPMENT AMENDED); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.*

*Ms. Perry said this is a request to conduct a public hearing and adopt an ordinance for ZON14-04. The site is located at 19268 N 54th Avenue, and the approval would allow Mandalay Communities to proceed with developing a 39 lot subdivision, Carmel Estates. Staff recommends approval of ZON14-04, subject to the stipulations recommended by the Planning Commission.*

*Mayor Weiers opened the public hearing on ZON14-04.*

*There were no speakers on this item.*

*Mayor Weiers closed the public hearing on ZON14-04.*

**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:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

**32. [15-232](#) REZONING (ZON) APPLICATION ZON15-02 (ORDINANCE): PARKSIDE SUBDIVISION - 7225 NORTH 77TH LANE (PUBLIC HEARING REQUIRED)**

Staff Contact: Tabitha Perry, Assistant Planning Director

*ORDINANCE NO. 2934 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 7225 NORTH 77th LANE OF APPROXIMATELY 3.39 ACRES FROM R1-6 (SINGLE RESIDENCE) TO R1-6 PRD (SINGLE RESIDENCE, PLANNED RESIDENTIAL DEVELOPMENT); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.*

*Ms. Perry said this is a request to conduct a public hearing and adopt an ordinance for ZON15-02. The site is located at 7225 N 77th Lane, and the approval would for development of a 13 lot subdivision known as Parkside. Staff recommends approval of ZON15-02, subject to the stipulations recommended by the Planning Commission.*

*Mayor Weiers and Ms. Perry had a discussion regarding the location and if the development would be 90 feet north of Glendale Avenue and zoning the property R-1-6.*

*Councilmember Sherwood said the information provided to the Councilmembers said it was 900 feet.*

*Mayor Weiers opened the public hearing on ZON15-02.*

*There were no speakers on this item.*

*Mayor Weiers closed the public hearing on ZON15-02.*

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

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

## ORDINANCES

**33. [15-223](#) SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 7691 NORTH 99TH AVENUE**

Staff Contact: Jack Friedline, Director, Public Works

*ORDINANCE NO. 2935 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT ON CITY-OWNED*

PROPERTY TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN ELECTRICAL LINES LOCATED AT 7691 NORTH 99TH AVENUE; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline asked for approval to adopt a power distribution easement with SRP at the property located at 7691 N. 99th Avenue. Staff recommends approval of this item.

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

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

**34. [15-224](#) SALT RIVER PROJECT POWER DISTRIBUTION EASEMENT AT 9802 WEST BETHANY HOME ROAD**

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2936 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A POWER DISTRIBUTION EASEMENT IN FAVOR OF SALT RIVER PROJECT ON CITY-OWNED PROPERTY TO CONSTRUCT, RECONSTRUCT, REPLACE, REPAIR, OPERATE AND MAINTAIN ELECTRICAL LINES LOCATED AT 9802 WEST BETHANY HOME ROAD; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

Mr. Friedline asked for approval to adopt a power distribution easement with SRP at the property located at 9802 W. Bethany Home Road. Staff recommends approval of this item.

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

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

## NEW BUSINESS

**35. [15-274](#) CONSIDERATION AND ACTION TO DIRECT THE CITY ATTORNEY IN ACCORDANCE WITH THE INSTRUCTION PROVIDED BY THE CITY COUNCIL TO THE CITY ATTORNEY AT THE APRIL 7, 2015 EXECUTIVE SESSION**

Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said they are allowed to meet in executive session to discuss open meeting law matters and Council can instruct their attorney. He said the Arizona Attorney General has recommended that a best practices for the public body upon returning to open session that they then vote to authorize the City Attorney to act in accordance with that instruction.

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

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

## **REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION**

**A motion was made by Vice Mayor Hugh, seconded by Councilmember Sherwood, to hold the next regularly scheduled City Council Workshop on Tuesday, April 21, 2015 at 1:30 p.m. in Room B3 of the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:**

**Aye:** 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

**Absent:** 1 - Councilmember Chavira

### [15-283](#)

Motion to Excuse Councilmember Chavira

**It was moved by Vice Mayor Hugh, seconded by Councilmember Sherwood, to excuse Councilmember Chavira from the meeting. The motion carried on the following vote:**

*AYE: 6 - Mayor Weiers, Vice Mayor Hugh, Councilmember Aldama, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner*

*Absent: 1 - Councilmember Chavira*

## **CITIZEN COMMENTS**

*Mayor Weiers introduced guests from Glendale Community College, and members from MYAC who were in the audience.*

*Daniel Peverini, a Barrel resident, said he is retired and likes to take his dog to the Sahuaro Ranch dog park. He described an incident when two pit bulls attacked his dog at the dog park. He said the pit bull owner did not accept the aggressive actions of their dogs and they were not leaving the park. Mr. Peverini called the police and said the pit bulls were allowed to remain in the dog park and the officer did not take any names or a report on the incident. He explained once he got home with his dog, he noticed both he and his dog had injuries from the attack. He requested that pit bulls be banned from city dog parks, be required to wear mouth guards or be kept on a leash while at the dog park. He would also like to see police generate a report with at least the names of the owners and dog licenses. He said there are strict rules on pit bulls in other states and would like to see Glendale adopt stricter rules regarding pit bulls.*

*Cherlynn Berry, a Sahuaro resident, said they are slowly losing all the businesses in the downtown area. She said they need to figure out a way to make the downtown area more exciting to entice businesses into downtown. Ms. Berry suggested a board or committee to work as a liaison to Planning/Zoning, Code Enforcement and Special Events with the*

community to allow businesses to grow in downtown Glendale and make the process easier. She said the Jazz & Blues Festival was a big draw for people and it no longer happens. She said working with merchants one on one is a good way to start making things happen.

## COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama asked everyone to join him on May 4, 2015 from 5 to 6:30 pm for his mobile office hours at the Glendale Elementary School District. He also invited everyone to the first annual Hook a Kid on Fishing at Bonsall Park. He said the first 1,000 youth will receive a free fishing license. Arizona Game and Fish will provide a free fishing clinic. He recognized Raul Castro, born on June 12, 1916. He said Mr. Castro became a US citizen and had many amazing accomplishments during his life. He became the first Hispanic Arizona governor. He also read the official statement from the city of Glendale regarding Mr. Castro life.

Councilmember Sherwood said he wanted to recognize Mr. Duensing and present him with a cake for finally getting Item 17, Insight Public Sector, passed.

Councilmember Tolmachoff said the shred event held by the Police Department was very successful and thanked Shred It for donating three trucks and drivers for the event. She also mentioned the Arbor Day celebration on April 22, 2015 at Dos Lagos Park, beginning at 9:15 a.m.

Councilmember Turner wished Councilmember Chavira and the injured dog a speedy return to good health.

Vice Mayor Hugh said there will be a district meeting on April 29, 2015 from 5 to 7 p.m. at Manistee Ranch. He commented that the meeting voting machines are more of a distraction to the meetings than helping them vote.

Mayor Weiers said he attended the shred event and commented that Councilmember Tolmachoff did a really got job. The event was very organized and Councilmember Tolmachoff looked like she had a good time.

Councilmember Aldama said the fishing clinic was April 25, 2015 from 9 a.m. to 2 p.m.

Mayor Weiers said the fishing event was also a lot of fun and encouraged everyone to bring their kids. He said he was encouraged by the balanced budget they discussed in this morning's meeting. He said the city has possibilities in making things better for everyone. He thanked the guests from GCC and MYAC for attending.

## ADJOURNMENT

The meeting adjourned at 7:20 p.m.



## Legislation Description

**File #:** 15-272, **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**

Larry Rovey	Yucca	Appointment	04/28/2015	11/24/2015
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#### **Citizens Bicycle Advisory Committee**

Darrin Lacey - CTOC Rep.	Sahuaro	Appointment	04/28/2015	03/25/2017
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#### **Citizens Transportation Oversight Commission**

Francis Johnson	Cholla	Appointment	04/28/2015	03/25/2016
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#### **Community Development Advisory Committee**

Dr. Sue Pederson - Vice Chair	GESD/Ocotillo	Appointment	04/28/2015	04/26/2016
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#### **General Plan Steering Committee**

Reginald Martinez	Barrel	Appointment	04/28/2015	01/01/2016
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#### **Historic Preservation Commission**

Timothy Quinn	Ocotillo	Appointment	04/28/2015	04/13/2016
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Fred Coury - Chair	Barrel	Appointment	04/28/2015	04/13/2016
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Theodora Hackenberg - Vice Chair	Barrel	Appointment	04/28/2015	04/13/2016
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#### **Judicial Selection Advisory Board**

Justin Beresky - Maricopa Bar Association		Reappointment	04/28/2015	04/23/2018
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#### **Parks & Recreation Advisory Commission**

Manuel Padia Jr.	Ocotillo	Appointment	04/28/2015	04/09/2017
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Legislation Description

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**File #: 15-254, Version: 1**

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**APPROVE LIQUOR LICENSE NO. 3-1224, CACTUS MARKET**

Staff Contact: Susan Matousek, Revenue Administrator

**Purpose and Recommended Action**

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Cactus Market located at 12252 North 51<sup>st</sup> Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076640) was submitted by Nawar Mohsein Yosif.

**Background Summary**

The location of the establishment is in the Sahuaro District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 16,424. This series 10 license will replace the Series 9 liquor license currently in use at this location, therefore, if approved this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

<b>Series</b>	<b>Type</b>	<b>Quantity</b>
06	Bar - All Liquor	2
07	Bar - Beer and Wine	1
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	3
12	Restaurant	<u>4</u>
	<b>Total</b>	<b>15</b>

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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

**Community Benefit/Public Involvement**

No public protests were received during the 20-day posting period, March 18 thru April 7, 2015.





15-60

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

Date: 03-25-15

License Type: **Series 10 Beer and Wine Store (Beer and Wine only)**

Definition: Allows a retail store to sell beer and wine (no other spirituous liquors), only in the original unbroken package, to be taken away from the premises of the retailer and consumed off the premises.

Application Type: **New License**

Definition: New license

Business Name: **Cactus Market**

Business Address: **12252 N. 51<sup>st</sup> Ave**

### Applicant/s Information

Name: **Yosif, Nawar Mohssin**

Name:

Name:

Name:

### Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 3/25/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	3		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	3		
<b>Total calls for service</b>	<b>6</b>	<b>N/A</b>	<b>N/A</b>

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

# GLENDALE POLICE DEPARTMENT

## Liquor Application Worksheet

### Applicant Background Synopsis:

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

### Current License Holder:

Nawar Yosif (Agent)  
Yosif Group LLC (Owner)

There are no known concerns with the current license holder.

### Location History:

No significant Calls for Service history at this location.

### Special Concerns:

None found

### Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>3-26-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>3-30-15</u>



## Legislation Description

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**File #: 15-255, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH RANDSTAD US, L.P. D.B.A RANDSTAD NORTH AMERICA, INC., FOR TEMPORARY STAFFING SERVICES**

Staff Contact: Tom Duensing, Director, Finance and Technology

**Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Randstad US, L.P. d.b.a. Randstad North America, Inc., for temporary staffing services in an amount not to exceed \$160,000 annually for an initial term through March 31, 2016 and any subsequent one-year extensions through March 31, 2018.

**Background**

On March 25, 2013, the State of Arizona entered into a contract, ADSP013-043967, with Randstad US, L.P. d.b.a. Randstad North America, Inc., for temporary staffing services. The contract is available for use by all state agencies, boards, commissions, and eligible political subdivisions including the City of Glendale. Purchases can be made by governmental entities from the date of award, which was March 25, 2013, until the date the contract expires. Currently, the contract expires on March 31, 2016, but may be extended by the State through March 2018 in one-year increments. The city may renew the Linking Agreement in one-year increments consistent with the term of the underlying cooperative purchasing agreement.

Randstad US, L.P. d.b.a. Randstad North America, Inc., provides temporary staffing services in various job functions such as accounting, call center, administrative and clerical, data entry, and other areas of specialized expertise. The Customer Service Office and Licensing/Collections Division have utilized Randstad to provide direct service to the public due to positions being vacated in these divisions.

**Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

The Customer Service Office and Licensing/Collections divisions of the Finance and Technology Department use temporary staffing agencies when seeking qualified temporary staff to fill vacancies caused by staff turnover or to complete special projects. Randstad US, L.P. d.b.a. Randstad North America, Inc., has been

providing temporary employees for the Customer Service Office and Licensing/Collections divisions using this agreement and the accumulated amount has now exceeded the \$50,000 limit which requires Council approval. Therefore, staff is requesting approval of this item to establish the linking agreement, ratify the expenditures to date, and approve the expected level of expenditures for future years. This action will allow the City Manager to enter into the Linking Agreement with the option to extend the agreement in one-year increments until March 31, 2018. The action will also allow the city to expend up to \$160,000 each year for the initial term and any subsequent extensions until March 31, 2018, subject to the need for services and available budget appropriation.

**Previous Related Council Action**

April 14, 2015, Council approved a linking agreement with Kelly Services, Inc. for temporary services for the Finance and Technology Department.

**Budget and Financial Impacts**

The hourly rate the city pays for temporary staffing is established by the state contract price in Exhibit B of this agreement. The hourly rate varies by job function and skill level. The funding is available in the FY14/15 approved operating budget for the Customer Service Office. Additionally, funding for Licensing/Collections is available due to savings from vacant positions. Expenditures in subsequent years will be dependent on available appropriation.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$80,000</b>	<b>1000-11340-518200, License/Collections</b>
<b>\$80,000</b>	<b>2360-17020-518200, Customer Service Office</b>

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**

**RANDSTAD US, L.P. D.B.A. RANDSTAD NORTH AMERICA, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this \_\_\_\_\_ day of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Randstad US, L.P. d.b.a Randstad North America, Inc., a foreign limited partnership authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

- A. On March 25, 2013, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Temporary Staffing Services Contract No. ADSPO13-043967, which is attached hereto as Exhibit A. The Temporary Staffing Services Contract permits its cooperative use by other governmental agencies including the City. The Temporary Staffing Services Contract with the Arizona Department of Administration is hereinafter referred at as the "Cooperative Purchasing Agreement."
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

**AGREEMENT**

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

- 1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was March 25, 2013, until the date the contract expires on April 1, 2016 (as amended), unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the

contract beyond March 31, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until April 1, 2018. The City, however, may renew the term of this Agreement for additional one-year periods if the Cooperative Purchasing Agreement is extended by the original parties, but in no event may the Agreement be extended beyond March 31, 2018. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City Manager or his designee is authorized to exercise the City's discretion to renew the Agreement and execute any documents necessary to effectuate such renewals. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.
  - A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
  - B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
  - A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in Exhibit C hereto.
  - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred-sixty thousand dollars (\$160,000).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. Non-discrimination. 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.
6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

“City”

City of Glendale, an Arizona  
municipal corporation

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

“Contractor”

Randstad US, L.P. d.b.a. Randstad North  
America, Inc., a foreign limited partnership

By: Kent Peters  
Name: Kent Peters  
Title: Vice President

ATTEST:

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

APPROVED AS TO FORM:

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

# Exhibit A



# Supporting the State of Arizona's temporary employment initiatives

A comprehensive workforce solution



**State of Arizona**  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007

**Solicitation No: RFP ADSP013-00002527**  
**January 16, 2013 3:00 pm**

 **randstad**<sup>®</sup>

Staffing | Professionals | HR Solutions | Inhouse Services

January 16, 2013

State of Arizona  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Suite 201  
Phoenix, AZ 85007  
Attn: Connie Schneider

RE: RFP ADSPO13-00002527 - Temporary Staffing Services

Dear RFP Review Team,

Randstad understands the State of Arizona's desire to select qualified service providers to support your temporary staffing needs. As a strategic partner, our service delivery strategy will continue to focus on improving efficiencies and increasing value to the State of Arizona.

As the State of Arizona's incumbent temporary staffing service provider since 1970, Randstad has gained a thorough understanding of the business environment and corporate culture of your State Agencies, Boards, Commissions and other political divisions. Having provided over 775 placements in 2012, we have proven to be capable of supporting your staffing needs. In fact, our core competencies lie in the skill sets most utilized by the State of Arizona. Further, you will continue to benefit from Randstad's ability to commit to program enhancements, specifically in the areas of candidate and service quality. Given our local market experience in Arizona, proximity to the State Agencies and experience in servicing the local government sector, we are confident we can continue to provide superior support.

Randstad is a consortium of HR services firms that focus on niche segments of the labor force who provide employment solutions across all disciplines required by the State of Arizona. Randstad's attached proposal reflects Randstad's participation in the following areas:

- Administrative/Clerical
- Call Center/Customer Service
- Data Entry
- Light Industrial
- Finance/Accounting
- Legal
- Insurance
- Marketing
- Medical/Healthcare (administrative support)
- Special expertise (Writers)

Leveraging an extensive, proprietary candidate database, along with local market knowledge and competitive rates, Randstad will continue to provide the State of Arizona with a customized workforce solution. As an incumbent supplier of talent, Randstad's goal is to continue to provide the right resources, at the right time, at the right price.





Staffing | Professional Services | IT Solutions | Inhouse Services

As an organization with a broad spectrum of staffing and employment-related service capabilities, Randstad proposes to create a customized, unique solution designed around each State Agency's needs. To ensure quality service delivery, Randstad has established a dedicated, local Account Management Team, with the support of a robust delivery model and a tenured Recruiting Team. Our goal is to meet and exceed your expectations by providing the highest value and quality in every aspect of our service.

Given our history of servicing the State of Arizona with innovation and exceeding the expectations of each Agency, we are confident we can continue to provide superior support. We at Randstad are excited about the opportunity to continue to partner with the State of Arizona and look forward to the evaluation process and the opportunity to discuss our capabilities in detail.

Sincerely,

A handwritten signature in black ink, appearing to read 'Travis Laird', written over a light gray dotted grid background.

Travis Laird  
Regional Vice President  
[travis.laird@randstadusa.com](mailto:travis.laird@randstadusa.com)



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3. Price submission .....	32

### **Additional Enclosures**

- Exhibit A – State of Arizona agencies serviced by Randstad
- Exhibit B – Sample State of Arizona quarterly report



## 1. Method of Approach

- A. Offeror shall state the specific high-level category to which they are proposing and provide a narrative of how Offeror will effectively provide the temporary personnel services under the specific temporary staffing high-level category. The narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action:**

### *Experts powering business*

Randstad is a consortium of staffing companies focusing on specialized segments of the labor force across industries. A partnership with Randstad offers a streamlined service solution for temporary, temporary-to-hire and permanent placement services in practically every discipline (including specialty and niche).

From our earliest days in the industry, Randstad has provided general, technical and professional staffing services to clients of all sizes both in the public and private sectors. With a focus on both general and niche segments of the labor force, Randstad offers clients the unrivaled ability to source and manage talent across a wide range of industries.

Also, as part of the second largest HR services provider in the world, we are at the forefront of Human Resources and staffing trends. Randstad is proud of our ability to provide clients with unique insight into specific market conditions and to share specific intelligence. As a member of such organizations as the American Staffing Association (ASA), Society for Human Resource Management (SHRM) and others, Randstad is a pre-eminent leader in the HR solutions industry. In addition, Randstad is also a member of the National Association of State Boards of Accountancy, and we are registered to offer CPE credits ([www.nasba.org](http://www.nasba.org)). Throughout the year, we present complimentary professional development seminars in our various locations, offering a way for our clients to stay current and make valuable contacts at the same time.

Following are the State of Arizona's skill categories that Randstad is proposing to continue servicing:

Temporary staff category	Randstad capability
3.1.1 Accounting	✓
3.1.2 Administrative	✓
3.1.3 Call Center	✓
3.1.4 Data Entry	✓
3.1.5 Education	✓
3.1.6 Insurance	✓
3.1.7 Legal	✓
3.1.8 Light Industrial	✓
3.1.9 Marketing	✓
3.1.10 Medical/Healthcare	✓
3.1.11 Special expertise	✓

**Proposed action**

As an incumbent supplier to State of Arizona agencies for over two decades, Randstad has developed specialized systems and processes to address the total scope of work relating to staff augmentation services. Following is an executive summary of our action items in the performance of our service agreement with the State of Arizona:

Action item	See page(s)
Providing Single Point-of-Contact via dedicated account management	22
Attracting and recruiting top talent	11, 15-16
Qualifying talent for positions at State of Arizona agencies	7-9, 13-14
Conducting State of Arizona-specific background and drug screening processes	14
Matching talent to specific positions at State of Arizona agencies	13
On-boarding and orientating talent to ensure readiness for the assignment	6-7, 9-10
Conducting assignment follow-up to ensure our talent are performing up to the State of Arizona's expectations and observing all rules, regulations and policies	18-19
Providing management reporting in accordance with the State of Arizona's requirements	19, Exhibit B
Meeting the State of Arizona's invoicing requirements	*See below
Conducting routine quality processes and quarterly business reviews	19, Exhibit B
Ensuring compliance with all State of Arizona contract terms and conditions	24

**\*Invoice process**

Randstad provides weekly client invoices, with a billing cycle from Monday to Sunday. A standard invoice format is provided that will match the signed time record for each employee. Customized formats are also designed to meet State of Arizona-specific criteria.

**eBilling**

To provide additional convenience to our clients, Randstad offers electronic billing. Each Friday, an electronic notice is sent to the client, announcing that their invoices are ready for viewing. The State of Arizona can access the web site and view their invoices and other account information such as outstanding balance, payments, etc. Invoices can be printed or emailed to anyone within the client organization. The State of Arizona can benefit from eBilling through the ability to:

- Receive invoices more quickly via e-mail
- Review invoices, timesheets, and monthly statements online, anytime
- Route an invoice to other e-mail addresses
- Download a specific invoice or range of invoices into spreadsheet format

### **Challenge resolution process**

Although every dispute situation is unique, one constant is that client needs take precedence when resolving a dispute. We approach the situation by designating a team to gather the facts and circumstances surrounding the dispute. Should a challenge arise, the team will collaborate with the specific State of Arizona agency toward a resolution. This includes:

- Formally documenting the complaint
- Investigating the challenge through an open dialogue
- Establishing a mutually agreed upon corrective action
- Setting a timeline for remediation
- Diligent follow-up to ensure the State of Arizona's satisfaction

Should the challenge need to be escalated, Randstad will follow the standard resolution process outlined below. To ensure risk mitigation, Randstad will keep the lines of employment very clear through our challenge resolution and escalation processes.

### **Escalation matrix**

Operating with a decentralized management strategy, Randstad responds to client challenges immediately. This strategy allows for challenge resolution at the local level and empowers the field with the authority to make reasonable decisions. Should the State of Arizona require challenge resolution for any reason, Travis Laird, your Single Point-of-Contact, is empowered as the initial authority in a vertical escalation matrix. The following is an overview of the Randstad challenge resolution process:

1. Staffing Consultants in the branch are notified of a challenge and immediately investigate. Once the issue is clearly understood, the appropriate steps are taken toward resolution or, if necessary, Travis would be engaged for further assistance.
2. The Single Point-of-Contact (Travis) can assist in resolving problems associated with the Randstad program/staff, any service level commitment deficiencies and virtually all program related matters. If unresolved, the issue may be escalated to the Executive Sponsors.
3. The Executive Sponsors can provide important executive sponsorship in the event that a State of Arizona need must be addressed at a higher level. If, for example, it is determined that a fundamental change must be made to the way in which the State of Arizona is serviced, the Executive Sponsors will play a key role in implementing these changes.
4. The President of Randstad (Linda Galipeau) can be called upon to assist in challenge resolution at the highest level.

**Job Titles/Job Descriptions: Offeror shall use Attachment III to submit Job Title(s) and corresponding job description(s) that may fall under each high-level category.**

- **It is expected that when defining a lower job title and job description, it is assumed that the next higher level, a mid-level position per se, will entail the same qualifications as an entry level plus those mid-level qualifications. *Therefore, for the next higher level job title, only the job description qualifications that delineate the higher level position(s) from the lower position shall be explained for that higher position job title.***

Please see our job descriptions submitted in Attachment III, which is provided as a separate Microsoft Word document.

**C. Understanding of Offer:**

- a. Offeror's response is complete and demonstrates their ability to provide the services specified in the Scope of Work.**

***World's 2<sup>nd</sup> largest employment solutions provider***

As the world's 2<sup>nd</sup> largest employment solutions provider, Randstad is well positioned to meet the State of Arizona's staffing needs. Our rankings in the United States are further evidence of the strength and resources we offer to the State of Arizona:

- # 1 in Office and Administrative staffing
- # 2 in Finance and Accounting staffing
- # 2 in IT staffing
- # 5 in Industrial staffing
- # 1 in Recruitment Process Outsourcing (RPO)
- # 2 in Direct hire services
- # 3 in Temporary staffing services

***Footprint throughout Arizona***

Randstad has been servicing the Arizona market since 1960 (through former legacy brands until 1999). Highlights of our presence in Arizona:

- 9 branch offices located in:
  - Phoenix (4)
  - Tempe (2)
  - Tucson (1)
  - Scottsdale (2)
- 4 on-site management programs with Arizona clients
- 1,419 talent on assignment weekly
- Supporting over 480 Arizona clients
- Local database of over 30,000 qualified candidates

***History of successful service to the State of Arizona***

Randstad has serviced the State of Arizona as one of the primary staffing suppliers for the past 25 years, providing talent to a wide variety of state entities throughout the greater Phoenix area including: the Department of Economic Security, the Department of Transportation - Motor Vehicle Division, the Attorney General's Office, the Secretary of State, City of Phoenix Aviation, ASU, Pima Community College, Department of Revenue, Department of Administration, Department of Veteran Services, Department of Health Services, Department of Education, Office of the Attorney General, City of Chandler, Arizona Medical Board and Arizona State University, among others. For a complete listing, please see **Exhibit A**.

Currently, we have over 331 temporary employees working at various State and City departments with a full range of skills from Clerical and Light Industrial to Finance and Accounting. Periodically, the State of Arizona also relies on Randstad for additional support to cover special projects such as the State Elections. Following is a testimonial from one of our contacts at the State of Arizona:

*"Marissa and her team at Randstad have consistently provided my work units with the highest quality temporary staff. My work units have utilized Randstad over and over again due to the quality of staff they are able to provide. We have been very fortunate with the quality of staff that Randstad has provided to us in that we have actually been able to hire on many of the Randstad staff into permanent positions from using their services. Marissa and her team are prepared and always provide the highest*



quality of customer service to us. They make it a pleasure to do business with them as they are professional, thorough, reliable and very responsive to all of our temporary staff needs.

April Maggio  
 Centralized Records Coordination Unit (CRCU) Manager  
 Division of Children, Youth & Families

**Expertise in servicing the government sector**

Randstad provides an array of talent to government entities throughout the United States. Our understanding of the unique needs of government clients of all sizes has contributed to the development of programs that assist in meeting productivity goals while addressing any budget considerations. In addition to the State of Arizona and all its entities, Randstad has provided services to the following government agencies across the U.S.:

**County**

- Alameda, CA
- Arapahoe, CO
- Allegheny, PA
- Benton, OR
- Fresno, CA
- Hennepin, MN
- Hillsborough Area Regional Transit Authority
- Miami-Dade, FL
- Napa, CA
- Orange, CA
- Pinellas, FL
- Sacramento, CA
- San Bernardino, CA

**Local/Municipal**

- Alexandria City Public Schools
- City of Alexandria
- City of Petersburg
- Atlanta Public Schools
- City of Charlotte
- City of Detroit
- City of Philadelphia
- City of Raleigh
- City of Santa Ana
- City of Tucson
- Local Area Formation Commission (LAFCO)
- Texas Workforce Commission

**State**

- Commonwealth of Massachusetts
- State of Arizona
- State of California
- State of Florida
- State of Georgia
- State of Maine
- State of Michigan
- State of New Hampshire
- State of North Carolina
- State of Ohio
- State of Rhode Island
- State of South Carolina
- State of Texas
- State of Vermont
- State of Wisconsin
- Virginia Dept. of Transportation
- Virginia IT Agency

**Federal**

- Department of Education/State
- Department of Defense
- Department of Housing and Urban Development
- Department of Treasury/Transportation
- National Defense University

**Scope of services**

Randstad has reviewed the State of Arizona's Scope of Services, as outlined in your RFP, and has addressed our ability to satisfy this scope, as presented below:

3. Scope of Services	Randstad response
3.1 Temporary staffing categories	Randstad is proposing to meet the State of Arizona's temporary staffing needs in the following categories:

	<p>3.1.1 - Accounting            3.1.2 - Administrative/Clerical            3.1.3 - Call Center            3.1.4 - Data Entry            3.1.6 - Insurance            3.1.7 - Legal            3.1.8 - Light Industrial            3.1.9 - Marketing            3.1.10 - Medical/Healthcare            3.1.11 - Special expertise</p>
3.2 Location of work	As an incumbent supplier, Randstad is familiar with the locations in which the work is to be performed and is well positioned to provide the same, or enhanced, level of service.
3.3 Hours of work	Randstad understands and will continue to support the requesting agency's business schedule, and also observes all federal state wage and hour laws regarding overtime. All overtime hours will continue to require Hiring Supervisor approval.
3.4 Supervision	Randstad understands that our talent will be supervised by the State of Arizona agency manager, who will have direct control over the performance of daily activities. Our orientation process will ensure our talent understand and follow all applicable work policies, procedures and standards at all times.
<b>4. Scope of Services</b>	<b>Randstad response</b>
4.1 General requirements	Randstad understands and will continue to comply with all general requirements (4.1.1 - 4.1.9).
4.2 Special requirements	Randstad will continue to provide invoices to the applicable State of Arizona agency that reflect the required components. We will also continue to observe the State of Arizona's Confidentiality/ Non-disclosure requirements.
4.3 Service level requirements	Randstad will replace any talent who does not meet expectations, or whose conduct is considered to be detrimental to the program, within two business days at no additional charge, as outlined in this Non-performance clause.
4.4 Reporting requirements	Randstad will continue to meet the State of Arizona's requirements in this area by providing timesheets and quarterly reports. Please see <b>Exhibit B</b> for a sample of the quarterly report currently provided to the State of Arizona.

**b. Offer shall provide its policies and training procedures its personnel received prior to their work assignments.**

Effectively orienting new talent to Randstad and to their assignment is critical in building a successful and productive workforce. The time invested in preparing talent for their first days and weeks on the job greatly impacts retention and productivity. This procedure will:

- Provide a vehicle to help talent to assimilate into the workplace
- Establish a format to communicate the critical information and tools talent will need to be successful

- Ensure consistency in message regarding the scope of the responsibilities and expectations of the position
- Inform talent regarding the overall function of the company/department to which they will be contributing
- Identify the specific contribution talent will be making to the company/department through the successful fulfillment of the requirements of the temporary position
- Begin the first step in an ongoing process to keep talent connected to Randstad

### ***Randstad orientation***

Randstad provides a standard Randstad guidebook to all external talent as part of their new hire orientation. It focuses on the basic information talent need to understand about Randstad - history, culture, compensation, benefits, policies and procedures relating to the Randstad-talent relationship. The guidebook is written in a warm, conversational manner to help welcome talent into the Randstad family. It is their resource for important employment information, including guidelines for success, benefits, policies, how to contact us and much more.

### ***Client-specific orientation***

Randstad also conducts a client-specific orientation to help talent assimilate smoothly into a client's environment. It covers the function of the client company, the layout of the workplace, how talent will contribute to the company's overall objectives, individual job responsibilities, expectations and performance goals. Please refer to our response to section D. Workplace Preparedness for additional details.

#### **c. How is the skill level of personnel determined?**

### ***Position-specific skills assessments***

Randstad is focused on making the best match in terms of competency, character and company. Our talent qualifying process is specifically designed to develop a comprehensive profile of both hard and soft skills.

For **Office/Administrative** positions, we provide testing in multiple computer environments, such as Windows, Macintosh, DOS Applications, Networks and Operating Systems. Each Randstad talent is then rated on a scale of one to one hundred on their skills. The ratings are then entered into our proprietary database, allowing us to quickly identify those candidates with the right combination of skills. Administrative assessments include, but are not limited to, the following:

- Microsoft Word
- Microsoft Excel
- Microsoft PowerPoint
- Microsoft Outlook
- Microsoft Visio
- Coding
- Customer service
- Filing/data entry test
- Letter set-up
- Word processing
- Math
- Office Manager skills
- Reading comprehension/proofreading
- Receptionist/secretarial skills
- Shorthand - business
- Telemarketing skills
- Telephone skills
- Typing test and 10-key test
- Transcription
- Vocabulary/grammar/spelling

Our **Call Center and Data Entry** assessments evaluate the following:

- Audio data entry

- Coding
- Data analysis
- Sales/sales scenarios
- Service
- Telephone skills (inbound, outbound and etiquette)
- Listening skills
- Customer service scenarios
- Diction/proper enunciation
- Call Center sales scenarios
- Data Entry:
  - Checks
  - Decimals
  - Sales leads
  - Orders

**Prove It! partnership**

To further assess candidate skill sets, Randstad has partnered with Prove It!. This partnership allows Randstad to analyze the range and depth of each candidate's abilities, ensuring an accurate, non-subjective skill profile. Thorough and documented skills assessments provide concrete proof that talent can perform all the tasks at the speed required. Further, because Prove It! is designed to isolate specific tasks within each software application, Randstad is able to customize a testing series based on the skills that are most important to the State of Arizona. Prove It! features over 900 validated assessments, including skills and behavioral assessments for Technical, Software, Clinical, Financial, Legal, Clerical, Call Center, Industrial and more. A detailed overview of standard Prove It! assessments can be found at [www.proveit.com](http://www.proveit.com).

**Light Industrial skills evaluations**

Following is a sample listing of the most common Industrial skills evaluations we administer to our candidates. Additional State of Arizona Agency-specific testing can be incorporated into our screening process to ensure the best fit for the position.

**Light Industrial basics**

- English fluency
- Reading comprehension
- Basic math skills
- Count and stack
- Assembly
- Manual dexterity
- Inspection
- Language skills
- Math and reasoning
- Pick and pack
- Ruler - English units
- Ruler - Metric units
- Safe workplace practices
- Shipping and receiving
- Shop math
- Units and conversion

**Industrial skills**

- Automotive standard
- Construction standard
- Industrial math
- Machine standard

**Industrial safety**

- Forklift fundamentals
- Fire/personnel
- HAZMAT
- Warehouse/vehicles

**Finance and Accounting/Professional skills evaluations**

In addition to Prove It! (as described above), skills are assessed by the following:

**PreVisor partnership**

Through a strategy of ongoing development and enhancement, PreVisor has accumulated a database of predictive assessment test content guided by the results of 50 million job applicants and high-achieving employees. This insight, coupled with applied principles from the Science of Industrial-Organizational Psychology, gives our clients the ability to accurately predict on-the-job performance. Tests can easily be combined based on targeted skill profiles, administered as a supplement to a job-specific solution or used individually to help identify productive applicants and streamline the hiring process.

**Proprietary assessments**

Randstad’s approach will be to collaborate with State of Arizona agencies to establish precise standards for its employees in terms of cognitive abilities, personal competence, social competence and motor skills. Once established, Randstad will use these guidelines to establish customized pre-screening and assessment practices.

**d. Are assessment tests given to hired personnel?**

Yes. Randstad can administer skills assessments to candidates for both temporary and permanent positions.

**D. Workplace Preparedness: Describe the process Offeror uses to ensure the workplace readiness of temporary staff personnel, quality and timeliness of communication with the Customer.**

Studies show that an investment in a thorough on-boarding process can result in accelerated learning rates, higher productivity and retention - factors all employers desire. Our focus will continue to be on seamlessly integrating talent into State of Arizona agencies’ culture and equipping them with the information, guidance and support to become independently productive as soon as possible. The Randstad Account Team will develop a customized program (with supporting documentation) inclusive of a comprehensive on-boarding and training process for all new hires.

***Customized talent guidebook***

Randstad can produce a talent guidebook customized to the State of Arizona, and will include information about the work environment, the work required, all relevant company policies and procedures, performance expectations and standards. The orientation serves to:

- Reinforce a new employee’s decision to join Randstad by building on the expectations set during the hiring process
- Accelerate the assimilation of new employees by providing a realistic preview of the account - the culture, the work, policies and procedures and what success looks like
- Provide new employees with the appropriate information, tools and support needed to be successful

Following is an overview of the talent guidebook contents (which can be further customized to the State of Arizona) that will be provided to all Randstad talent prior to their assignment:

- |  |  |
|--|--|
| • Summary information about the State of Arizona   | • Assignment of work schedule  |
| • Overview of key State of Arizona workplace policies (including attendance and punctuality) | • Workplace policies (e.g., no smoking, eating, drinking in work area) |
| • Name of department and supervisor  | • Lunch and break schedules  |
| • Assignment information, including function of the company and/or department                | • Parking in assigned locations  |
|  | • Performance goals and quality expectations                           |
|  | • Criminal/credit check policies                                       |

- Security processes (e.g., signing in and presenting positive identification upon reporting for duty)
- Appropriate attire/dress code policy
- Hourly pay rate
- Code of conduct
  - Interacting cordially with State of Arizona agency personnel
  - Responding professionally to supervisory personnel
- Instructions for emergencies
- Personal protective equipment required
- Time clock procedures
- Electronic communications policy
- Randstad on-site location and hours
- Review of EEO and ADA guidelines
- In case of injury instructions
- Explanation of benefits
- Any applicable State of Arizona literature

***Safety orientation***

Randstad is committed to instructing the talent whose work it controls or indirectly supervises in safe and healthful work practices. As an inherent component of our on-boarding process at all State of Arizona agencies, Randstad will continue to provide training to all talent with regard to general safety procedures, evacuation procedures, proper lifting techniques and any hazards or safety procedures specific to the job assignment and work environment. Randstad will comply with all existing safety programs currently in process at State of Arizona agencies, as well as implement additional initiatives focused on enhancing those programs. Initiatives may include, but are not limited to, the following:

- Site surveys and safety equipment checks
- Safety awards and incentive programs (e.g., luncheons)
- Establish safety committees and on-site evaluations
- On-site safety training and walk around knowledge checks
- Safety seminars/discussions
- OSHA compliance checks
- Safety video and sign-off during orientation

***State agency site tour***

The on-boarding process will also include facility tours of State of Arizona agencies to provide talent with an opportunity to observe the performance of job duties and work environment at the facilities.

Please note that upon completion of the orientation, all Randstad talent will be “ready” (according to State of Arizona standards) to start their assignments.

**E. Communication: Offeror shall describe how the following are addressed**  
**a. Professional appearance;**

As outlined above, Randstad will provide all talent assigned to positions at State of Arizona agencies with a thorough on-boarding and orientation process, which will include a detailed overview of the proper attire expectations of the specific agency/department in which the talent would be working. Such descriptions would incorporate all aspects of attire, and outline what is both appropriate and inappropriate for the position (e.g., close-toed shoes vs. flip-flops). Photographs of “dos” and “don’ts” may also be employed to provide further illustration. For Industrial positions, an overview of proper safety equipment (e.g., steel-toed boots) will also be covered.

**b. Reliability – punctuality, attendance**

As outlined above, Randstad will provide all talent assigned to positions at State of Arizona agencies with a thorough on-boarding and orientation process, which will include a detailed overview of the attendance

and punctuality expectations of the specific agency/department in which the talent would be working. We will reinforce the State of Arizona's attendance policy during this orientation and require talent to sign that the attendance policy has been read and understood. In addition, our talent will be informed of our corrective action plan regarding attendance performance, such as:

- First occurrence - verbal warning
- Second occurrence - written warning
- Any future occurrence will result in dismissal from the assignment

Randstad can also design a recognition program based on specific State of Arizona Agency-established attendance standards.

### **Absentee talent pool**

Randstad can create a talent pool based on the State of Arizona's specific business needs. The advantage of a flexible absenteeism pool is that it can be engaged when the State experiences increased production volume or excessive internal absenteeism, and likewise, when the scenarios are reversed, the absenteeism pool levels can be reduced or discontinued.

### **c. Recruitment process**

Our recruiting methods fall into eight basic categories: VIP candidate pool, referrals, proprietary database (9,000,000+ qualified candidates), direct recruits, Randstad's websites, online presence (i.e., networking sites), job boards and traditional advertising. While candidate referrals from our talent, our clients and from the other divisions that make up Randstad are our most successful means of sourcing candidates, our VIP candidate pool is the foundation of our recruiting philosophy. This large pool of talent has worked exclusively with Randstad for years, affording Randstad a competitive advantage in filling the State of Arizona's requisitions. By placing the same top, reliable, qualified talent who have worked for us before, we are able to ensure quality up front and customer satisfaction in the end. It is only after first going to this VIP pool that Randstad will go to other sources to find a match for our clients.

Randstad will also utilize select local resources that will be specific to each State of Arizona Agency location. After identifying the staffing needs at each location, local Staffing Consultants will design an area-specific recruiting plan and tap into targeted organizations that best match our recruiting needs. This includes local colleges, universities and technical schools, local chambers of commerce or business groups, local publications, job fairs, YMCA and other community organizations.

### ***Recruiting strategy***

Implementing a targeted recruiting strategy is fundamental to providing a qualified contingent workforce pool that helps the State of Arizona maintain a sustainable Human Resource advantage. Our recruiting strategy ensures we are:

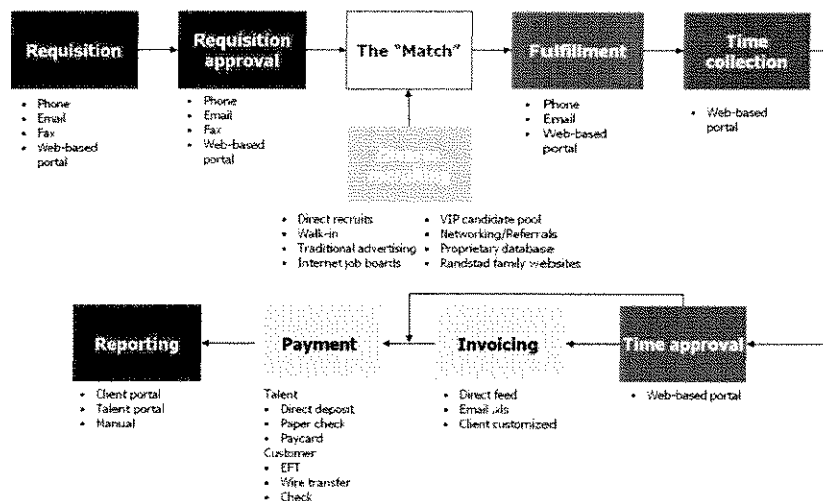
- Proactively prepared to meet the State of Arizona's fluctuating workforce requirements
- Maintaining the right level of continuity and flexibility in the workforce pool at all times
- Following a systematic recruiting blueprint and evaluating the ROI
- Cognizant of the market conditions and adapting our tactical approach accordingly
- Leveraging diverse recruiting mediums

Please see our response to question d. under Temporary Staffing Services for additional details on our recruiting process.

**A. Temporary Staffing Services:**

**a. Provide details on your processes to accept temporary placement requests. This is the typical fulfillment process of temporary staffing beginning with initial request from Customer to actual placement.**

Randstad leverages a combination of proprietary and channel partner technology to provide our clients a fully-integrated, web-based solution that accounts for the full procurement lifecycle. This includes contract management, job order distribution, qualification, acquisition, rate card management, project costing, on-boarding, time tracking, consolidated invoicing, candidate and supplier performance review, separation management, management reporting and tenure tracking.



Our dedicated Account Team will manage the procurement process (end-to-end) by receiving requisitions, coordinating submittals, arranging the appropriate interviews and providing challenge resolution as necessary. Below we have provided an overview of our standard workflow process, which will be customized to the State of Arizona's locations:

1. **Requisition submission** - Randstad works closely with the State of Arizona Hiring Managers to define each engagement in detail.
2. **Candidate selection** - Randstad identifies qualified candidate(s) from our preferred candidate pool, referral base or via one of our other diverse recruiting mediums.
3. **Candidate screening** - Randstad conducts phone interview, resume screening, in-person interview and technical testing (if necessary). Randstad then checks professional references.
4. **Candidate submission** - Randstad verifies that the applicant is qualified for the job order. Candidate qualifications are submitted to the State of Arizona for review.
5. **Interview preparation (as applicable to the position)** - Randstad requests an interview and informs the candidate of logistical information, contact name, job description and the State of Arizona specifics.
6. **Interview and feedback** - Interview takes place and the State's feedback (if appropriate) is immediately obtained. Randstad and/or the State of Arizona accepts candidate or Randstad continues identifying qualified candidates.
7. **Offer/site tour (when appropriate)** - Upon selection, employee visits site for sign-up. All paperwork is completed, talent expectations and client policies are reviewed, and any necessary background/drug screens are facilitated.





### **Skills assessments**

Randstad is committed to providing the most qualified candidates. As outlined earlier in our RFP response, in addition to our stringent screening process, Randstad's approach will be to collaborate with the State of Arizona to establish precise standards for its employees in terms of cognitive abilities, personal competence, social competence and professional skills. One defining difference between a good candidate and a great candidate is their ability to tackle the challenges of each job assignment with ease and confidence. Randstad's tests will not only measure a candidate's skill proficiency, but also aptitude and motivation. We understand that each State of Arizona agency's requirements are unique, therefore, in addition to our proprietary assessments, additional State of Arizona agency-specific skills testing can be administered, at your request.

### ***Validating authorization to work***

An inherent component of Randstad's screening process is validating talent authorization to work in the U.S. This evaluation is conducted through a combination of I-9 forms, valid forms of identification (license, Social Security number, passport, visa, birth certificate, etc.) and E-Verify\*. In the event we are unable to validate work authorization, Randstad will not allow talent to begin the assignment until authorization is cleared.

#### ***\*E-Verify***

In addition to the manual collection of I-9 forms and valid identification, Randstad has implemented online I-9 processing as an alternative to the traditional paper process. In 2007, Randstad began participating in the Federal Government's E-Verify program, which is the electronic employment eligibility verification system administered by the U.S. Department of Homeland Security in conjunction with the U.S. Social Security Administration. The program aims to determine employment eligibility of new hires and confirm the validity of their Social Security numbers.

To ensure full compliance with the various federal and state regulations requiring E-Verify participation, Randstad has partnered with a certified E-Verify designated agent, MAXIMUS. Our partnership with MAXIMUS mitigates risk exposure for our clients by ensuring they are fully compliant in the wake of changing regulations, intensified immigration audits and expanding E-Verify requirements for state and private businesses. In addition, MAXIMUS provides real-time I-9 tracking and reporting, which allows Randstad to track the work authorization status of all employees and receive automated reminders for re-verification.

### ***Background and drug screening***

Randstad will continue to work with the State of Arizona to establish business rules and customize a background/reference check process that meets your requirements. Below, we have provided an overview of Randstad's standard background screening and reference checking methodologies.

Randstad conducts background and drug testing in accordance with client specifications. We have developed partnerships with several national organizations qualified to conduct background investigations and drug screenings for our clients. These companies have the resources to perform a variety of background and reference checks, including:

- Social Security verification
- Criminal records check (state, multi-state, federal)
- Motor vehicle report, if applicable
- Civil records check
- Credit reports
- Drug screening (5 or 10-panel)
- Further customized background checks

### ***Candidate selection***

Upon completion of this process, the Account Manager will establish a comprehensive composite of the candidate, including factors such as motivation, work ethic, ability to work in a team, service orientation, problem-solving capabilities and turnover likelihood. It is only after a candidate has been fully vetted using this approach that he or she will be selected for the position and presented to the Hiring Manager or placed on assignment. The result is a superior quality of hire and a substantial cost savings as a result of reduced turnover and improved productivity from day one.

#### **c. What is your success ratio in placing assignment employees?**

In 2012, Randstad successfully placed more than 500,000 professionals across North America (4 million worldwide), including many for long-term assignments of 12 months or more. To further evidence our success, we offer the following statistics:

- Three out of four clients say that our competitive advantage is candidate quality
- Randstad’s assignment fulfillment rate is 95%
- Randstad maintains a client interview:placement ratio of 2.25:1 (blended across disciplines)
- 96% of clients polled indicate they would hire another temporary through Randstad

#### **d. What are your sources of obtaining assignment employees?**

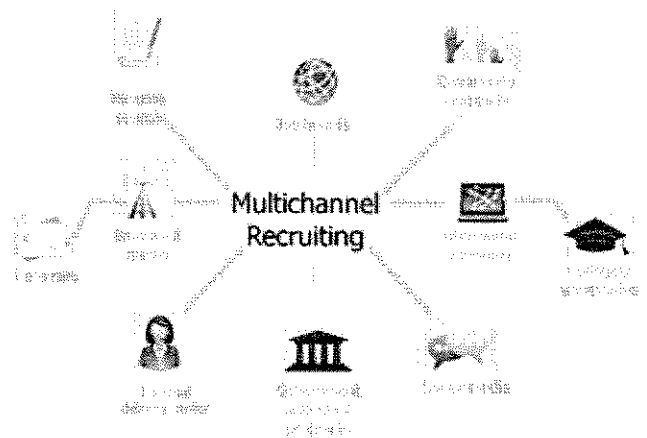
### ***Diverse recruiting mediums***

Randstad utilizes several recruiting methods to source talent: proprietary database, web-based recruitment portal, VIP candidate pool (previously placed, high-quality talent looking for permanent positions), referrals, direct recruits, Randstad’s websites, online presence (i.e., networking sites), job boards and traditional advertising.

- **Proprietary database (on-demand recruiting):**

Randstad leverages our proprietary candidate database of more than 9,000,000 qualified talent. Our system is structured to allow for the vertical sourcing of candidates appealing to our target markets, and may be queried based on any number of criteria including skill set, experience, certifications and location.

- **Randstad’s online presence:** Randstad has expanded its online presence utilizing today’s most popular networking sites to keep our talent and internal employees connected. Through networking sites such as LinkedIn, Facebook and Twitter, our internal and external employees can keep up-to-date with Randstad news, browse our jobs and collaborate with each other.



- **Local recruiting sources:** Having serviced clients and talent throughout Arizona for over two decades, Randstad has established a strong recruiting network of local resources that includes:
  - Educational institutions and trade schools
  - Power networking events/industry-specific networking events
  - Job fairs
  - Philanthropy events with community organizations such as YMCA
  - Local publications

- Client company lay-off and reduction in force partnership events
- **Traditional resourcing tools:**
  - Talent and client referrals
  - Job boards: general and skill-specific
  - Open house hosting
- **Mobile recruiting:** With mobile device usage on the rise, recruiting talent on-the-go via mobile recruiting applications is on the upswing in today's staffing market. Market research has revealed that more and more job seekers are browsing for jobs on their mobile devices. From an employer's perspective, employing a mobile application offers an instant, personal alternative to traditional recruiting.
- **Centralized recruiting teams:** Randstad maintains strategically located recruiting hubs that house Sourcing Specialists available to supplement local recruiting efforts.
- **www.randstadstaffing.com:** Randstad's proprietary website allows us to promote local job opportunities and provide online applications for immediate candidacy.

**e. What is the turnover rate of your assignment employees?**

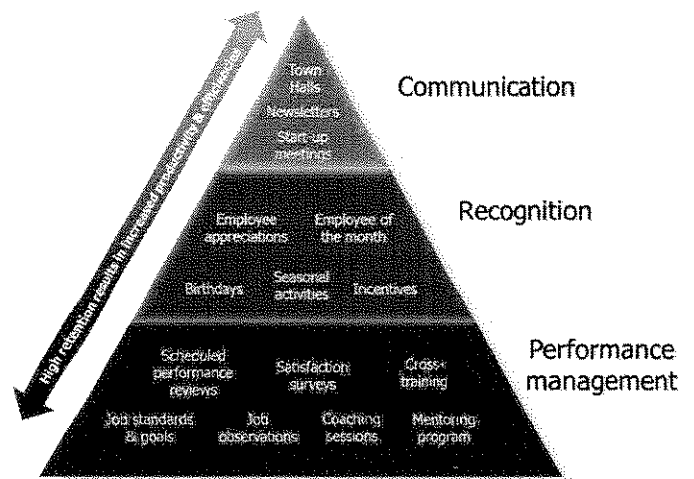
**Talent turnover**

Given the nature of our business as a staff augmentation firm, ultimately we will experience 100% turnover. For this reason, we have defined turnover as a temporary leaving an assignment prior to completion based on performance or personal issues. Randstad's external employee turnover varies by discipline and for the past three years has averaged the following - Clerical: 6%; Light Industrial: 9%; and Technical and Professional: 5% (including Accounting and Finance, Human Resources, Legal, Engineering, etc.).

**Talent retention programs**

Randstad has designed a robust retention program in recognition of the value our talent bring to both our clients and our organization.

We believe retention first begins with making the right match, ensuring that not only the State of Arizona's workforce requirements are met, but that each assignment offers our talent the ability to enhance their career. This includes equitable compensation for the work they perform, a comprehensive benefits package and professional treatment throughout the interview, selection and on-boarding process. We also demonstrate the value we hold in our talent through helping them understand the significance of their work, the results of their contribution and by offering them fair, candid feedback on their performance.



Additionally, Randstad fosters a feeling of security with our talent, and we achieve this by offering repeat assignments to those who perform well, along with access to career counseling and our own online education program, Randstad University. We consistently demonstrate our appreciation of our talent via continuous communication and a wide variety of incentives, recognition programs and through wage increases and/or bonuses where appropriate.

Lastly, we create trust with our talent by building strong relationships with them and providing them access to the wide breadth of benefits available to members of the Randstad family.

### **Talent benefits**

Our comprehensive retention program not only benefits our talent, it benefits the State of Arizona by reducing turnover, and providing a stable contingent workforce that contributes to the ongoing productivity and continuity of your business. For your review, we have included an overview of Randstad's contingent worker benefits and retention programs below. This includes:

- Access to:
  - Healthcare (medical, dental and vision)
  - Holiday pay
  - Disability benefits
  - Flexible dependent care
  - Supplemental insurance programs
  - 401k
- Recognition and appreciation programs
- Discounts and services (e.g., mobile services)
- Direct deposit/pay card
- Learning benefits (access to discounted and free training)
- Employee assistance programs

#### **f. What type of training is provided to your assignment employees?**

In addition to the on-boarding and orientation processes described earlier in this response, Randstad also offers our talent skills training opportunities to improve their marketability with our clients:

#### ***Training for excellence - Randstad University***

Randstad has built a world-class, award-winning corporate university to provide training and development opportunities to internal, external and client talent. External talent and clients can take advantage of curriculum that will enable them to enrich their skills and competencies. Significantly discounted training services are provided through relationships with nationally recognized training vendors and eLearning content providers. Unlike most "universities," Randstad University is not a physical building or series of classrooms. Instead, Randstad clients and talent access web-based courses. Randstad's aim is to provide learning on an anytime-anywhere basis that supports key job functions and performance goals, and enhances both professional and career development. Randstad University provides external talent and clients with customized individual learning centers that track course progress and learning history. Another benefit of web-based training is there are no scheduling hassles or loss of productivity associated with taking time out of the office. Randstad University offers high-quality, self-paced training to help talent achieve their goals anytime, anywhere through affordable unlimited access to hundreds of online courses, ranging from customer service and desktop computing skills to technical skills. Randstad University provides economical and convenient training to clients and talent in:

- Office: Just-in-time web-based training for business skills and desktop applications, such as Microsoft Office applications and writing and grammar skills.
- Industrial: Web-based Industrial and safety courses based on OSHA requirements.
- Professional: Business skills courses that help Managers and Supervisors coach and develop their teams, such as coaching series, managerial leadership series and project management essentials.

- Technical: Computer Programmers, MCSE and many other Technical professionals can benefit from hundreds of technical web-based courses to cover web development, data warehousing, network design and more.

### ***Safety training***

Our policy is that all talent, both external and internal, be provided a safe work environment. The ultimate goal is that no employee suffers injury while at work. To meet this goal, we implemented an aggressive program combining employee education, site inspection and follow-up to identify hazards and correct them before injuries occur. An overview includes:

- Randstad's Injury and Illness Prevention Program (complies with Federal and State OSHA regulations)
- Talent safety training and orientation checklist
- Communicating with talent and client on safety issues
- Required training
- Safety incentive programs
- Drug-alcohol policy

### ***Inhouse training***

Randstad encourages ongoing learning. When full-time employees need to expand their skills, they can use our inhouse training labs for tutorials in Microsoft Office, and many other software packages.

### **New Horizons**

Randstad has formed a partnership with best-in-class training provider New Horizons. With offices based in both the U.S. and Canada, New Horizons leverages a unique combination of technical knowledge, educational expertise and understanding of methodologies to provide a dynamic, self-paced learning environment that offers our talent the training they need to succeed on their assignments. Currently, our training programs are available to talent who are placed on assignment with our clients. This program provides every Randstad talent the opportunity to benefit from both free and discounted computer-based training.

### **Prove It! tutorials**

These self-paced tutorials use interactive, performance-based methods to teach software skills. The tutorials are easy to use and provide talent with the most relevant computer-based training experience available. Upon successful completion of any tutorial, talent are re-evaluated on specific skills to assess their new level of proficiency. The upgraded skill level or new skill category is immediately added to the talent portfolio, qualifying them for a wider variety of opportunities.

### **g. To what extent is customer satisfaction measured and reported and what methods of determining customer satisfaction are used?**

#### ***Performance feedback process***

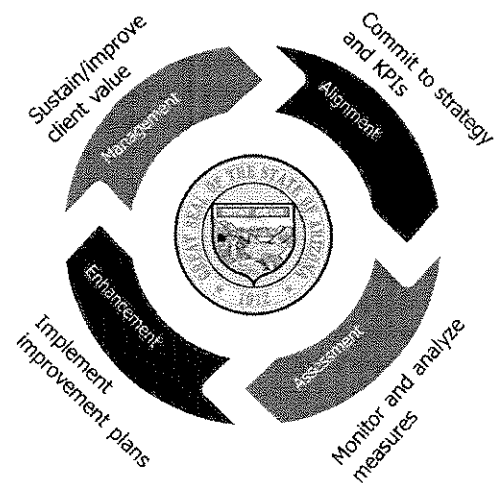
Randstad's basic client communication and feedback program includes the following five steps:

- **Arrival check, end of day check and end of first week check:** Recruiters ask questions such as: How does our talent compare to others who have worked in this position? What issues need to be addressed before next week? Has our talent met your expectations (completed tasks in a specified timeframe, achieving results to your expectations)? Our current process is as follows:
  - On the first day of assignment call within 15 minutes of the talent's scheduled start time to verify arrival

- Call the Hiring Manager within four to eight hours following the talent’s arrival to assess their satisfaction and ensure our talent is performing at or above expectation
- For assignments under one week in length we contact the Hiring Manager at the midpoint of the assignment to verify satisfaction with the talent’s performance. For assignments longer than one week, we contact the Hiring Manager bi-weekly or according to his/her preference
- Finally, we will contact the State of Arizona’s Hiring Manager(s) two to three days prior to assignment end to verify satisfaction
- **Assignment and skills development feedback calls:** These calls are made prior to corresponding follow-up calls to talent. We will contact the State of Arizona Supervisor every two weeks to determine level of ongoing satisfaction with the talent and any needs for skills development
- **Assignment extension checks:** We will contact the State of Arizona’s Supervisor(s) at least one week prior to a talent’s estimated assignment end date to determine extension possibilities and gauge possible opportunities elsewhere at State of Arizona agencies
- **Quality surveys:** Our surveys derive quantitative and qualitative data that can be used to implement process improvements and ensure Account Team alignment with your business goals and priorities. Client satisfaction surveys are conducted bi-annually and integrated analyses of all survey results are included in our business reviews
- **Performance evaluations:** As a part of our standard talent management process, Randstad conducts routine performance reviews, according to the State of Arizona’s specifications. During this time, Randstad meets with the talent and his/her Supervisor to assess performance, job satisfaction and establish future goals and areas of improvement. Further, we can provide both the talent and their Supervisor with a performance evaluation to ensure expectations are met

### ***Continuous improvement process***

The key to achieving our quality goals is in fostering long-term relationships with our clients, suppliers and external employees, and in using their feedback to improve our service. Recognizing that total customer satisfaction is critical to our mission. We monitor our performance, as well as that of our talent, via custom reporting on key performance indicators (KPIs). Randstad will review the metrics to ensure parameters previously defined are being met. The following is an overview of the processes that will be used to measure and track our performance for the State of Arizona:



- Monthly generation of key performance statistics\*
- Regular communication with State of Arizona leadership
- Regular talent performance evaluations
- Quarterly web-based quality surveys (client)
- Continuous improvement initiatives (quarterly business reviews)\*\*
- Regular monitoring of client service level commitments

\*To evaluate performance, Randstad will track the metrics most crucial to the State of Arizona and provide regular monthly reports (including quarterly business reviews). These reports will serve as an invaluable indicator of overall performance and ensure service levels are being met. Upon reviewing the reports, Randstad will take corrective action, if necessary, in any areas that are sub-par to the agreed upon service levels. Our goal is to exceed your expectations in all facets of the program.

\*\* To exceed service level commitments and ensure the State of Arizona's satisfaction, Randstad will leverage a solid, continuous improvement initiative. A series of strategic meetings (tailored to fit the needs of the State of Arizona) will be established to ensure service continuity, adherence to service level

commitments, ongoing communication of program objectives and to identify opportunities for efficiencies. Further, these business reviews will provide us with the opportunity to share ideas and exchange feedback and allow us to accurately measure the level of the State's satisfaction.

**h. Discuss how you will ensure timely payments to your temporary staff.**

Randstad collects time reporting from our talent weekly and ensures all hours worked are approved by an authorized Hiring Manager. Talent are paid weekly based on their weekly time reporting.

**i. Please provide Offeror's standard response times to telephone or voice mail messages from Customer.**

Randstad's commitment is to fill 100% of client requests directly. Because we maintain a deep pool of qualified talent, which is based on a thorough understanding of your needs and usage patterns, Randstad is able to match talent to job assignments quickly. Below are Randstad's response time standards:

- Follow-up with client within 30 minutes of receipt of request
- Clarification of requirements
- Outline of steps to be taken to fill the request
- Timeframe for updates and communication
- Realistic assessment of Randstad's ability to meet requirements

**j. What is the Offeror's standard process and timeframe in reporting to Customer of temporary staff absences and same-day replacement if requested?**

As a long-time incumbent staffing provider, Randstad maintains a State of Arizona-specific talent pool that is available to back-fill positions that may be suddenly vacant due to illness or other circumstances. Typically, Randstad can provide the State of Arizona with a qualified replacement within 2 to 4 hours of being notified of such a vacancy.



## 2. Capacity of offeror

**Offeror's shall describe their organizational capacity to support the State and its Customer under any resultant contract.**

- A. Subcontracting: Offeror's shall describe their Subcontractors used in the provision of the Services. Offeror's shall provide evidence of their training, experience and performance supporting similar Customers. Offeror's shall include Subcontractor Key Personnel as part of Attachment I.**

As a long-time incumbent supplier of employment solutions to the State of Arizona, Randstad has developed the processes and infrastructure necessary to meet your needs, within our core competencies. Our 2011 acquisition of the SFN group of companies (see details in our response to C.a. in this section) further enhances our capacity to meet your flexible workforce demands.

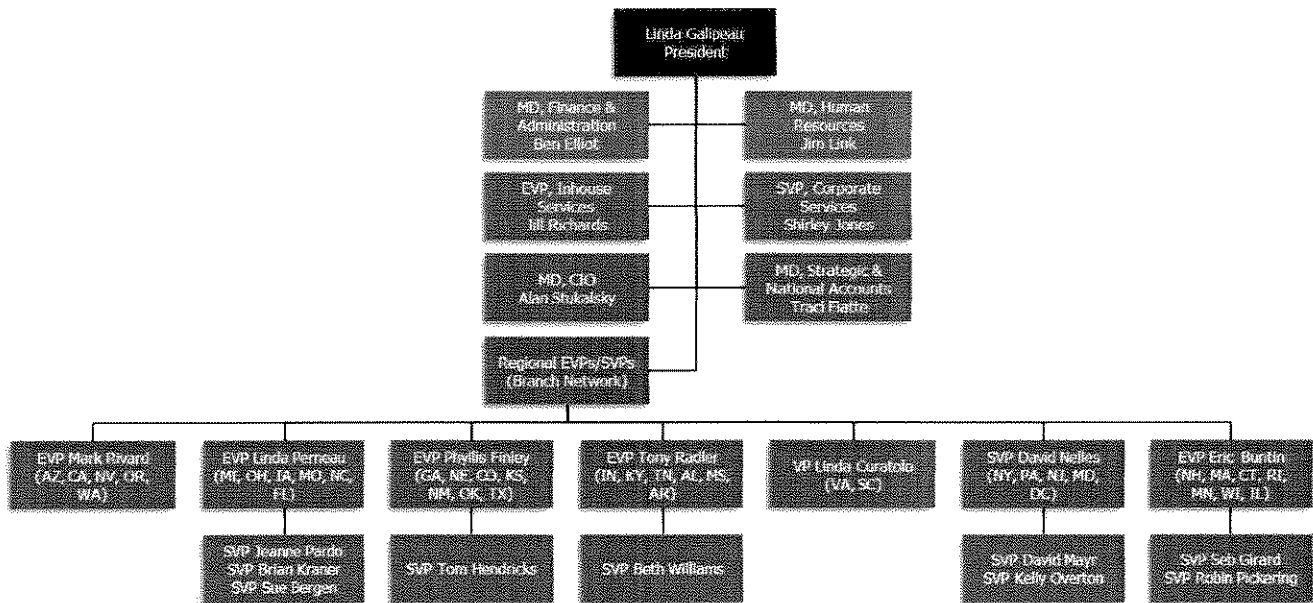
Our ability to meet a large portion of the State of Arizona's needs is further evidenced by the 775 placements we made throughout State of Arizona agencies in 2012. Therefore, Randstad does not anticipate including subcontractor participation as part of our workforce solution to the State of Arizona. We are well positioned to meet your needs directly through our local branch office network (9 branches in Arizona) and our national recruiting resources.

- B. Offeror Organization: Offeror's total organization, management and ownership structure. Include an organizational chart clearly delineating each entity within the organization**

Randstad has built an effective and efficient organizational structure by incorporating decentralized operations to fulfill organizational goals. As illustrated below, Randstad's North American operations are broken into four groups (General Staffing, HR Solutions, Professional and Corporate Operations) each of which is controlled by a President/Executive Vice President.

General Staffing	HR Solutions	Professional
Office & Administrative	Master Service Provider (MSP)	Information Technology
Manufacturing & Logistics	RPO	Engineering
Call Center	Payroll Services	Accounting/Finance
Security	Master Vendor	Human Resources
Insurance	HR Consulting	Legal
Specialties	Outplacement	Healthcare / Life Sciences
Vendor on Premise (VOP)		
Randstad Inhouse Services (RIS)		
Randstad Corporate Services (RCS)		
<b>Corporate Operations</b>		
<b>Tax, Risk, Back Office Systems, Payroll, Benefits, Collections and Learning</b>		

Group Presidents/Vice Presidents are responsible for overseeing operations and promoting growth throughout their verticals. Each region is additionally supported by a combination of Regional Vice Presidents, Area Vice Presidents, Branch Managers and Staffing Consultants on the local level responsible for the day-to-day operations and performance of individual units. Following is a high-level overview of Randstad North America's company organizational structure:



**Randstad's dedicated Account Team for the State of Arizona**

Our account management strategy will be to combine our thorough understanding of the State of Arizona's corporate culture and business environment with a keen understanding of your business objectives (as they relate to the procurement process). Randstad will continue to provide the State of Arizona with a customized service delivery model, routine performance monitoring/reporting and a solid, continuous improvement initiative. This includes leveraging a combination of our local recruiting mediums, as well as a dedicated Point-of-Contact and Operational Support Specialists. Below, we have provided a high-level overview of the Delivery Team that will continue to support the State of Arizona upon contract award.



**Travis Laird**  
Dedicated Single Point-of-Contact



Randstad recruiting	Local Arizona Branch network Phoenix, Tucson, Tempe, Scottsdale	Corporate support
Local recruiting	Marissa Ogden	Kari Kippelman
Operational support invoicing/reporting		
Regional recruiting	Travis Laird	Julie Slade
Post-sales support		
Executive sponsorship – Mark Rivard, Avi Khilani		

**Dedicated Single Point-of-Contact - Travis Laird**

Continuing to serve as the State of Arizona’s Single Point-of-Contact, Travis Laird will leverage his intimate understanding of your business environment and corporate culture and act as the Single Point-of-Contact for all customer service issues. Travis will be responsible for maintaining service continuity, ensuring service commitments and providing challenge resolution across all participating Randstad offices.

Travis Laird  
Regional Vice President, Arizona  
Phoenix: 602-200-3910  
Tempe: 480-763-3320  
Tucson: 520-751-8775  
Mobile: 602-524-7202  
[travis.laird@randstadusa.com](mailto:travis.laird@randstadusa.com)

**Secondary Points-of-Contact**

The following Account Team members will provide day-to-day account management support to ensure service delivery to the State of Arizona.

Marissa Ogden  
Assistant Branch Manager  
Randstad General Staffing  
3800 North Central Avenue  
Phoenix, AZ 85012  
602-200-3910  
[marissa.ogden@randstadusa.com](mailto:marissa.ogden@randstadusa.com)

Kari Kippelman  
Managing Director  
Randstad Finance and Accounting  
2355 E. Camelback Road, #435  
Phoenix, AZ 85016  
602-977-1114  
[kari.kippelman@randstadusa.com](mailto:kari.kippelman@randstadusa.com)

Julie Slade  
Sr. Staffing Consultant  
Randstad Finance and Accounting  
2355 E. Camelback Road, #435  
Phoenix, AZ 85016  
602-977-1114  
[julie.slade@randstadusa.com](mailto:julie.slade@randstadusa.com)

**Dedicated local/regional recruiting**

Randstad will dedicate Recruiters out of our local offices that will lend local market knowledge and experience to the State of Arizona. Our Recruiters have established a thorough understanding of the key technical and non-technical information required for each assignment. By taking the time and interest to ensure that they understand the technical environment of your business units, our Recruiters have become experts in the skill sets utilized by the State of Arizona. In fact, on an ongoing basis, our Recruiters will proactively assess candidates for suitability prior to receiving staffing requests from the State of Arizona.

## ***Corporate support***

### **Post-Sales Support Group**

To ensure client satisfaction through all stages of a partnership, Randstad has successfully incorporated a team of specialists dedicated to preventing and resolving invoicing errors and other post-sales concerns for clients (e.g., reporting, risk management). Post-Sales Support Group members oversee a select group of clients, so that any potential challenges can be resolved efficiently.

### **Dedicated operational support**

Our local offices employ an experienced support staff to handle general administrative functions and handle all invoicing challenges. As a preferred client with special invoicing needs, the State of Arizona is assigned a dedicated Invoicing Specialist.

### **Executive sponsorship - Mark Rivard, Avi Khilnani**

Randstad's Executive Sponsors, Mark and Avi, will perform random, internal quality assurance checks and provide accurate feedback to the State of Arizona to ensure service commitments are met. Additionally, they will solicit feedback from the State of Arizona's management as part of a continuous improvement initiative. The Executive Sponsors can also be called upon to assist in challenge resolution at the highest level, as warranted.

### **C. Experience / Background: Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract.**

Communicating an understanding of client business requirements and corporate culture is an inherent part of our engagement methodology. This is accomplished through a number of mediums. First, we will continue to examine each State of Arizona agencies' business rules, policies and culture. Next, we develop a comprehensive guide\* that highlights program features, policies and rules of engagement and disseminate it across the Randstad Account Team. Subsequently, we communicate program benefits and protocol through a combination of orientations, comprehensive trainings, email campaigns, postings to intranets (if appropriate), conference calls, webinars, program newsletters and front office automation\*\*.

#### ***\*State of Arizona fact sheet***

To ensure information on service standards and pricing is always accessible to our field staff, a Fact Sheet will be posted on our internal website. This Fact Sheet will outline all terms and conditions, internal service processes and pricing and be updated on a routine basis, to ensure our field staff receive the most current information.

#### ***\*\*Contract compliance module***

Randstad has created a contract management system which allows us to ensure compliance with service agreement obligations with our clients. This module links client-specific contract terms with each order for flexible talent, pre-populating the order with the contractual requirements. Our system automatically hard codes those requirements, ensuring our agents comply with all applicable requirements when filling an order. Therefore, any orders placed by the State of Arizona will not be filled unless the contractual requirements are satisfied.

In addition to the automation feature, our contract management system allows for real time reporting and auditing of exceptions. The National Account Manager and the Randstad Contract Management Team are the only people within the company who are allowed to override the customer requirements. Generally, such overrides must be accompanied by a written confirmation from the client. Each contractual requirement override will be reviewed by the Contract Management Team with the contract owner to ensure contractual compliance at all times.

**State of Arizona-certified Account Team**

Before our Account Team members are given the responsibility of supporting the State of Arizona, they are required to become "certified" in your business model/rules of engagement. This certification process allows our staff to better understand your culture and business environment, which in turn, facilitates a more unified and streamlined service to the State of Arizona.

**Unit structure**

Randstad's staff members are highly trained and qualified professionals. They work in teams of two and focus on providing our clients with effective solutions. Both team members understand the client company and its culture. Because they both identify the solution and handle talent placement, the people who present the best match are also responsible for implementing it.

A unit works together as a team sharing knowledge, data and expertise in their local market. Unit partners collaborate to build successful partnerships with clients and a strong talent database. Because each unit partner is intimately familiar with and committed to their portfolio, clients and talent never experience a gap in service. Therefore, when clients and talent call Randstad, they will always connect with someone who can meet their needs.

**Account Team experience in servicing the State of Arizona**

Randstad's current Account Team possess the following years of experience in servicing the State of Arizona:

Account Team member	Skills discipline focus	# of years supporting the State of Arizona
Travis Laird	<ul style="list-style-type: none"> <li>• Administrative/Clerical</li> <li>• Call Center</li> <li>• Data Entry</li> <li>• Light Industrial</li> <li>• Finance/Accounting</li> <li>• HR</li> <li>• Legal</li> <li>• Insurance</li> <li>• Marketing</li> <li>• Medical/Healthcare (admin support)</li> <li>• Special expertise/Professional</li> </ul>	7
Marissa Ogden	<ul style="list-style-type: none"> <li>• Administrative/Clerical</li> <li>• Call Center</li> <li>• Data Entry</li> <li>• Light Industrial</li> <li>• Finance/Accounting</li> <li>• HR</li> <li>• Legal</li> <li>• Insurance</li> <li>• Marketing</li> <li>• Medical/Healthcare (admin support)</li> <li>• Special expertise/Professional</li> </ul>	6
Kari Kippelman	<ul style="list-style-type: none"> <li>• Finance/Accounting</li> <li>• HR</li> <li>• Legal</li> <li>• Special Expertise/Professional</li> </ul>	6

Julie Slade	<ul style="list-style-type: none"> <li>• Finance/Accounting</li> <li>• HR</li> <li>• Legal</li> <li>• Special expertise/Professional</li> </ul>	10
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- a. Provide a brief history of the organization which shall include substantial evidence your company has provided these types of services, include customer names, project details, start/complete dates and description of services provided, issues and description of how issues were resolved.**

***Company history***

Founded in 1960, Randstad has been providing customized staffing solutions for over five decades. Randstad has reached many milestones in our journey to become the world's second largest HR solutions firm. For more information on Randstad's history, please visit <http://www.randstad.com/about-us/company-information/history>.

Randstad North America is a wholly owned subsidiary of Randstad Holding nv, the second largest staffing company in the world, posting 2011 revenues of \$22.5 billion. An active participant in both the generalist and specialist sectors of the market, Randstad offers long and short-term employment to approximately 4,000,000 people annually. The supplier of choice for its clients and candidates, Randstad is a consortium of employment services companies focusing on niche segments of the labor force across industry sectors. Specializing in customized employment solutions, Randstad leverages a global network of offices that spans North America, Europe, Australia, Asia, South America and Africa to provide temporary and permanent placement services in virtually every discipline, as well as a portfolio of complementary, employment-related services.

**SFN Group acquisition**

In 2011, Randstad officially merged operations with SFN Group. As a result of this combination, Randstad has doubled its presence in the U.S., reinforced the leading position in Canada and is the third largest HR services provider in North America. This combination provides an unrivaled portfolio of services to clients and candidates. The two companies are a good fit; we are both industry pioneers and joining forces strengthens our geographical coverage and service offering.

***Project experience***

Following is a sample listing of Randstad's non-government clients in Arizona. Reference contact can be arranged by contacting Travis Laird at 602-524-7202. Our government client experience is provided in response to b. below.

<b>APS</b>	
Location	2122 W. Cheryl Dr. Phoenix, AZ 85029
Description of services provided	On-site management of call center talent
Service history	1998 to present
Annual billings	~ \$2.5 million
Value-added services provided	<ul style="list-style-type: none"> <li>• Custom behavioral event interview</li> <li>• Mock call testing</li> <li>• Monthly talent survey with high-level results provided to management</li> <li>• Quarterly Business Reviews</li> </ul>

<p>Challenge resolution business case</p>	<p><b>Client situation</b></p> <ul style="list-style-type: none"> <li>• Consistency in filling vacant seats was lacking</li> <li>• Needed improved quality in contact center rep. skills</li> </ul> <p><b>Solution</b></p> <ul style="list-style-type: none"> <li>• Employed a dedicated On-site Manager and two supervisors</li> <li>• Provided the tools and process to smoothly transition 110 employees from previous underperforming vendor</li> </ul> <p><b>Results</b></p> <ul style="list-style-type: none"> <li>• Achieved smooth transition of 110 employees with 36 new employees added</li> <li>• Maintained a 98% fill rate</li> </ul>
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<b>JPMorgan Chase</b>	
Location	1805 East Sky Harbor Circle S. Phoenix, AZ 85034
Description of services provided	Providing temporary staffing services in the areas of finance & accounting, office/administrative, light industrial, call center, data entry, and additional specialized positions
Service history	2005 to present
Annual billings	~ \$3.5 million
Value-added services provided	<ul style="list-style-type: none"> <li>• Customized talent assessments, interview and orientation</li> <li>• Specialized background checks and screening by request</li> <li>• Specialized invoice and timesheet delivery</li> <li>• Customized time entry methods</li> <li>• High-volume workforce ramp-up to support supplier for the Department of Homeland Security</li> </ul>
<p>Challenge resolution business case</p>	<p><b>Client situation</b></p> <ul style="list-style-type: none"> <li>• Contracted with 5+ vendors for staffing</li> <li>• Turnover rates were over 40%</li> </ul> <p><b>Solution</b></p> <ul style="list-style-type: none"> <li>• Deployed data entry and behavioral event interview process to identify quality processing clerks</li> <li>• Implemented a recognition program for flexible workforce which mirrored the client's</li> </ul> <p><b>Results</b></p> <ul style="list-style-type: none"> <li>• Reduced turnover by 7% in first three months</li> <li>• Achieved 93.7% retention rate; ultimately reduced attrition by 13%</li> </ul>

<b>Dignity Healthcare (formerly Catholic Healthcare West CHW)</b>	
Location	3033 N 3rd Ave. Phoenix, AZ 85013
Description of services provided	Provide temporary staffing services in the areas of Accounting, Finance, Payroll and Patient Financial Services.
Service history	Serviced since 2000
Annual billings	~ \$100,000
Value-added services provided	<ul style="list-style-type: none"> <li>• Conduct background checks and drug screens per client's legal requirements</li> <li>• Complete on-boarding and orientation for all contractors placed on-site</li> <li>• In depth pre-screen process of all candidates customized to customers' requirements</li> </ul>

<b>Freeport McMoran (formerly Phelps Dodge)</b>	
Location	4435 E Cotton Center Blvd. Phoenix, AZ 85040-8854
Description of services provided	Provide temporary, temp-to-hire and direct hire staffing services in the areas of Accounting and Finance for the corporate office.
Service history	Serviced since 2011
Annual billings	~ \$350,000
Value-added services provided	<ul style="list-style-type: none"> <li>• Conduct background checks and drug screens per client's legal requirements</li> <li>• Complete on-boarding and orientation for all contractors placed on-site</li> <li>• In depth pre-screen process of all candidates customized to customers' requirements</li> <li>• Complete specialized invoicing to accommodate AP/Billing processes</li> </ul>

- b. Submit a description of services provided to other government entities (within and/or outside of Arizona) requesting a similar scope. Provide extensive details of those services provided as they compare with those described within this Solicitation.**

***Experience supporting the government sector***

Following is a sample listing of Randstad's government sector experience. Reference contact can be arranged by contacting Travis Laird at 602-524-7202.

<b>State of Arizona</b>	
Location	100 N. 15 <sup>th</sup> Avenue, Suite 201 Phoenix, AZ 85007
Description of services provided	Servicing over 120 state agencies providing temporary staffing in the areas of Finance and Accounting, Administrative/Clerical, Light Industrial, Call Center, Data Entry and additional specialized positions
Service history	1970 to present; Randstad's contract has been renewed at each



	extension and RFP process
Annual billings	~ \$5 million
Value-added services provided	<ul style="list-style-type: none"> <li>• Customized talent orientation</li> <li>• Specialized background checks and screening by request</li> <li>• Customized billing formats to include P.O. numbers</li> <li>• Specialized invoice and timesheet delivery</li> <li>• Customized time entry methods</li> <li>• High-volume workforce ramp-up to support elections and tax season</li> </ul>

Following is a testimonial from our main contact at the Arizona Department of Economic Security, Division of Aging and Adult Services:

*I have been working with Randstad for over eight (8) years for assistance with filling our temporary consultant needs here at the Division of Aging and Adult Services (DAAS). Mostly, I have worked with Randstad representative, Marissa Ogden.*

*She is very intuitive when it comes to our needs. She takes the position requirements we supply her with and our needs very seriously. She selects and sends us the most qualified candidates. She assists me in regards to setting up interviews with Randstad talent so we can select the best fit for us here at DAAS. Any questions or concerns we have, she answers for us as quickly as possible, or finds out the answers for us.*

*The candidates from Randstad are of the highest quality. Finally, I appreciate her and all of the representatives of Randstad whom I have had the privilege to work with. I can count on their expertise and assistance very much. I consider Marissa Ogden and Randstad to be totally professional, and am looking forward to continuing the working relationship in the future.*

Dawn Nixon  
 Administrative Assistant II  
 Division of Aging & Adult Services  
 602-542-6641

<b>City of Tucson</b>	
Location	4004 S. Park Blvd., Bldg. 1 Tucson, AZ 85714
Description of services provided	Randstad provides Office/Administrative, Light Industrial and specialized talent to 15 departments within the City
Length of contract	1997 to present; Randstad's contract has been renewed at each extension and RFP process
Annual billings	~ \$850,000
Value-added services provided	<ul style="list-style-type: none"> <li>• Customized talent orientation</li> <li>• Specialized background checks and screening for certain</li> <li>• Customized billing formats to include P.O. numbers</li> <li>• Specialized invoice and timesheet delivery to the City Accounting Department</li> <li>• Customized time entry methods</li> </ul>

<b>City of Petersburg, VA</b>	
Location	137 S. Sycamore Ave. Petersburg, VA 23803
Description of services provided	Randstad provides Office/Administrative and Light Industrial talent

	to 8 departments within the City
Service history	1996 to present; Randstad's contract has been renewed at each extension and RFP process
Annual billings	~ \$1 million
Value-added services provided	<ul style="list-style-type: none"> <li>• Customized talent orientation</li> <li>• Customized quarterly reporting</li> </ul>

<b>City of Alexandria, VA</b>	
Location	100 N Pitt St. #301 Alexandria, VA 22314
Description of services provided	We provide both Administrative and Light Industrial talent to this client. We also provide W-2 payrolling services
Service history	2001 to present; Randstad's contract has been renewed at each extension and RFP process
Annual billings	~ \$1.2 million
Value-added services provided	<ul style="list-style-type: none"> <li>• Specialized and stringent expanded candidate screening</li> <li>• Customized talent on-boarding and orientation (including strict security procedures)</li> <li>• Quarterly business reviews</li> <li>• Permanent placement services</li> <li>• Employment issues consulting (e.g., co-employment)</li> <li>• Customized Hiring Manager guide</li> <li>• Customized invoice format</li> <li>• Living wage reporting</li> </ul>

<b>Pinellas County, FL Government</b>	
Location	400 S. Fort Harrison Ave. Clearwater, FL 33756
Description of services provided	We provide both Administrative and Light Industrial talent to this client in multiple sites
Service history	2002 to present; Randstad's contract has been renewed at each extension and RFP process
Annual billings	~ \$2 million annually
Value-added services provided	<ul style="list-style-type: none"> <li>• On-site management services for Administrative and Light Industrial talent</li> <li>• Specialized screening and on-boarding services</li> <li>• Talent cross-training</li> <li>• High-volume workforce ramp-up to support elections*</li> </ul> <p>County policy does not allow our contact to provide supplier references; however, following is a testimonial from the County:</p> <p>*Pinellas County's Supervisor of Election's office Administrative Support Supervisor, said of Randstad's participation, <i>"We absolutely, positively could not have done this without your expertise. You and your staff were amazing."</i> Additionally, Randstad's Pinellas County on-site office's participation was featured in an issue of <i>Staffing Industry</i> magazine</p>

<b>Matrix Medical Network</b>	
Location	9201 E. Mountain View, #220 Scottsdale, AZ 85258
Description of services provided	Provide temporary, temporary-to-hire and direct hire staffing services in the areas of Accounting and Finance.
Service history	2009 to present
Annual billings	~ \$383,205
Value-added services provided	<ul style="list-style-type: none"> <li>• Perform specialized background checks and drug screens per client's legal requirements</li> <li>• In depth pre-screen process of all candidates customized to customers' requirements</li> <li>• Complete on-boarding and orientation for all contractors placed on-site</li> </ul>

**D. Legal:** Is Offeror involved in any legal proceedings, lawsuits or governmental regulatory actions taken or pending, and any contractual demands for assurance regarding the provision of similar services?  YES  NO

(List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services).

As a staffing services company, Randstad typically receives a number of state and federal employment related charges each year. This is not unusual for a staffing services company with more than 100,000 employees working on any given day. The vast majority of these charges are dismissed with no finding of wrongdoing. Randstad has *never* received an adverse judgment in litigation that resulted in significant liability, and there has been no such action that would financially or materially affect Randstad's financial solvency or its ability to provide quality service to its clients and talent.

We have no contractual demands for assurance regarding the provision of similar services.

### 3. Price submission

- a. Offerors are to submit in ProcureAZ their hourly rate using the Unit Cost field, additionally use the Alternate description field following format: Category — Job Title - Job Description for each temporary staff position being proposed.

If additional line items are required, provide a Microsoft Excel spreadsheet (.xls) or (.xlsx) in the following field format.

**Category – Job Title - Job Description – hourly rate**

Following is the pricing for Randstad’s top 25 positions provided to the State of Arizona. Please also see our attached Excel spreadsheet for a complete listing of job descriptions and pricing.

	Job title	Job description	Entry Level (0-2 years experience)	Mid-Level (2-5 years experience)	Senior Level (5+ years experience)
1	Accounting Clerk	General experience in the realm of accounting, including but not limited to accounts payable, accounts receivable, payroll, or credit and collections; verifies and look up invoices/partial invoices to ensure accuracy. Entry level support position; knows 10-key by touch; is computer literate; no degree but may have some college education.	\$16.50	\$18.46	\$20.76
			Entry Level (0-2 years experience)	Mid-Level (2+ years experience)	Senior Level (4+ years experience)
2	Accounts Payable Clerk	Specializes in compiling and recording transactions for amounts owed from point of sale, charge slips and sales tickets. Maintains all payment records.	\$16.73	\$21.35	\$23.65
3	Accounts Receivable Clerk	Duties may include processing lockbox and payments from various departments, billing, invoices, and working with the lockbox. Keeps records of all delinquent accounts, incomplete files and credit risks. May also participate in light collections.	\$17.88	\$21.35	\$23.65
			Entry Level (0-2 years experience)	Mid-Level (2+ years experience)	Senior Level (4+ years experience)
4	Billing Clerk	Creating invoices and credit memos; correcting, completing and processing claims of all payer codes; generate reports according to procedures; issue invoices and update customer file with issued invoices.	\$16.73	\$19.04	\$21.35

	Job title	Job description	Entry Level (0-2 years experience)	Mid-Level (2-5 years experience)	Senior Level (5+ years experience)
5	Clerk 2	Determining postage requirements and placing labels and postage on outgoing mail. Delivering and collecting incoming or outgoing mail and messages. Retrieving materials from files. Checking files for duplicate, missing, or misfiled items. Collating. Ability to perform repetitive work. Ability to stand or sit for long periods of time. Unpacking incoming materials and checking for proper quantities or defects. Sorting and routing incoming materials. Delivering and collecting incoming/outgoing mail and messages.	\$13.10	\$14.45	\$15.07
6	Secretary 2	Receive/place phone call. Processing mail. Greet and direct visitors. Skill in formatting, editing, inputting, and printing documents on a typewriter or PC. Skill in using database, spreadsheet, word processing, or other software – single software. Maintaining a system for managing office routine. Maintaining office supplies. Ability to compose clear, correct sentences. Ability to complete general clerical tasks. Skill in formatting, editing, inputting, and printing documents on a typewriter or PC.	\$15.07	\$16.62	\$18.38
7	Administrative Assistant 1	Additional duties and qualifications shall include Secretary 1 & 2 as well as the following at a minimum: Planning and scheduling meetings. Composing letters, memos, etc. Preparing reports. Developing charts, tables, etc. for reports. Maintaining library for retrieval/updating of documents. Ability to prioritize work. Ability to work on more than one task at a time. Ability to process records/lists on a PC. Ability to utilize multiple software programs.	\$15.72	\$17.36	\$19.65
8	Administrative Assistant 2	Additional duties and qualifications shall include Secretary 1 & 2, Administrative Assistant 1 as well as the following at a minimum: Handling administrative detail. Producing statistical/numerical material (column layout). Following and creating special formats to meet document requirements. Ability to adapt quickly to changing conditions. Ability to interact with all levels of management. Ability to merge documents on a PC.	\$19.00	\$21.00	\$22.93

	Job title	Job description	Entry Level (0-2 years experience)	Mid-Level (2-5 years experience)	Senior Level (5+ years experience)
9	Executive Assistant	Additional duties and qualifications shall include Secretary 1 & 2, Administrative Assistant 1& 2 as well as the following at a minimum: Taking minutes at meetings. Handling meeting arrangements, agendas, notifications, etc. Training/supervising others. Producing material with technical terminology or in a foreign language. Sorting and filing material using software (automated filing systems). Advanced knowledge of computer software. Specialized industry skill or knowledge. Able to work in a professional manner with executives from a variety of business and social backgrounds.	\$27.51	\$30.14	\$35.86
10	Receptionist 2	Operating an electronic key system (EKS) or PBX. Receiving, delivering, and sending mail. Receiving visitors and directing them to appropriate locations. Keeping track of people's locations so they can be contacted. Photocopying, using a facsimile machine, verifying, and copying information on forms or records. Accessing directories. Knowledge of mailing and shipping procedures. Ability to communicate clearly and accurately. Ability to access an automated directory or learn electronic mail on a PC.  Producing memos, letters, lists, reports, etc. Receiving complaints or service/repair calls. Resolving customer problems on the phone with standard company responses. Maintaining reports, logs, or lists. Providing information to callers regarding particular products/services. Skill in formatting, editing, inputting, and printing documents on a typewriter or PC. Knowledge of company products and services. Ability to question others to determine their specific needs. Skill in using database software.	\$14.24	\$15.07	\$17.62
11	Remittance Processing	Able to enter data at a rate of 10,000 keystrokes per hour with an error rate not to exceed two percent (2%), Process and/or enter various tax documents and encode checks utilizing electronic keying equipment, Ability to operate a 10-key data keyboard by touch with speed and accuracy, Possess average math and accounting skills.	\$12.22	\$13.64	\$14.94

	<b>Job title</b>	<b>Job description</b>	<b>Entry Level (0-2 years experience)</b>	<b>Mid-Level (2-5 years experience)</b>	<b>Senior Level (5+ years experience)</b>
12	Data Entry Operator	Able to enter data at a rate of 8,000 keystrokes per hour with an error rate not to exceed two percent (2%), Shall be able to work with a limited amount of supervision, Ability to run and work with scanning equipment or 2D bar-coding equipment, Ability to understand and use Data Entry equipment in an efficient manner, Shall possess a working knowledge of 10-key and/or reverse 10-key keyboards which includes typing skills.	\$11.65	\$11.77	\$12.34
13	Customer Service Inbound 1	Receiving customer inquiries about a product or service. Providing information to callers regarding a product or service and recording/confirming customer orders, complaints, or service information. Direct calls for further problem resolution. Skill in inputting and accessing information on paper, PC, or CRT. Skill in using database, data entry, or single windows software.	\$13.77	\$14.45	\$15.72
14	Collections	Places calls to customers and attempts to persuade customers to pay amount due or arranges for payment at a later date. Makes recommendations for special handling or intensified collections actions. Keeps record of collections and status of accounts.	\$14.62	\$17.62	\$21.47
15	Data Entry Operator 3	Production data entry. Entering data more than 50% of the time. Approximately 12,000-15,000 keystrokes per hour.	\$14.45	\$15.72	\$17.69
16	Claims Adjuster 1	Knowledge of state government structure and functions, Knowledge of Federal/State statutes, practices and agency standards, policies and procedures applicable to insurance workers' compensation, contracts, Court of Appeal rulings and legal practices, Knowledge of civil procedure in both Federal and State court, Knowledge and understanding of insurance contracts and related law, Knowledge of workers' compensation claims management practices, Early return-to-Work Programs, EDP claims management system, Claims investigation methods, Litigation management, Ability to process subrogation.	\$21.00	\$23.58	\$25.72

	<b>Job title</b>	<b>Job description</b>	<b>Entry Level (0-2 years experience)</b>	<b>Mid-Level (2-5 years experience)</b>	<b>Senior Level (5+ years experience)</b>
17	Legal Secretary 1	Handling legal administrative detail. Compiling legal documents. Following and creating special formats to meet legal documentation requirements. Using single software to perform intermediate word processing functions. Ability to provide administrative support in a legal environment. Ability to adapt quickly to terminology and legal environment demands.	\$18.38	\$20.96	\$23.58
18	Legal Secretary 2	Additional duties and qualifications shall include Legal Secretary 1 as well as the following: Creating legal materials and documentation. Prepares papers and correspondence of a legal nature such as petitions, briefs, summonses, complaints, motions, and subpoenas. Administrative support in a legal environment. Using multiple software to perform intermediate to advanced word processing and/or spreadsheet functions. Experience in supporting a legal environment. Handling meeting arrangements, agendas, notifications, and deadlines. Ability to transcribe from Dictaphone equipment.	\$21.76	\$24.62	\$27.51
19	Paralegal	A Diploma/Certification/Degree in paralegal studies from an institutionally accredited program in Arizona with American Bar Association approval; OR a law degree from an accredited law school; OR three years of verifiable full time paralegal experience; and a Notary Public Commission (If qualifying with law degree, the individual must never have been licensed attorney in any jurisdiction). Knowledge of concepts, terminology (terms of art), principles and procedures of law. Knowledge of methods and techniques of legal research and the use of statutes, codes, legal encyclopedias, reporters, and other primary and secondary sources. Knowledge of the complete civil litigation process, domestic relation's law and knowledge of criminal procedure. Conduct investigations and statistical and documentary research. Conduct legal research. Draft legal documents, correspondence, and pleadings. Summarize depositions, interrogatories, and testimony, Locate and interview witnesses. Reviews and analyzes case files; determines appropriate legal actions to be initiated.	\$27.51	\$30.78	\$35.89




	<b>Job title</b>	<b>Job description</b>	<b>Entry Level (0-2 years experience)</b>	<b>Mid-Level (2-5 years experience)</b>	<b>Senior Level (5+ years experience)</b>
20	General Maintenance Worker	Performing miscellaneous general maintenance/laborer requirements, Replacing simple equipment, Setting up equipment (e.g., tables and chairs), Wash/clean/vacuum all types of equipment, move and load equipment, clean shop, Ability to retrieve objects out of reach, May be required to use various hand tools.	\$11.31	\$11.97	\$13.50
21	Janitor/Custodian	Basic custodial duties including keep building/office clean and in orderly condition. Other duties to include sweeping, vacuuming, mopping, stripping, washing and buffing floors, washing walls/windows and emptying trash, cleans lavatories, kitchen facilities and rest rooms, keeps parking lots and patios clean, sets up and tears down equipment, Usually works under direct supervision but may be required to be self-directed, Knowledge of equipment and materials used in custodial work, Familiar with MSDS.	\$12.16	\$14.12	\$16.35
22	Warehouse Worker	Additional duties and qualifications shall include the following at a minimum: Capable of performing general warehouse work which includes; shipping and receiving including stocking shelves, ordering inventory, unload and load trucks, move merchandise, bar coding and familiarity to inventory/stock record keeping.	\$12.82	\$14.30	\$15.78
23	Medical Biller 1	Additional duties and qualifications shall include the following at a minimum: Processing participant information from claims. Processing provider information from claims. Prepare documentation for mailing. Prepare document files. Skill in using mainframe, spreadsheet, database, or other single software. Knowledge of manual/automated filing systems. Ability to accurately access/input data into a computer. Knowledge of medical terminology required.	\$13.77	\$15.07	\$16.66

	Job title	Job description	Entry Level (0-2 years experience)	Mid-Level (2-5 years experience)	Senior Level (5+ years experience)
24	Medical Claims Processor 1	General knowledge of claims adjudication. Validate the information on all medical claims received. Thoroughly review and ensure that there is no missing or incomplete information. Ability to obtain missing information through phone calls or emails. Use internal system to record claim and follow up on lapsed cases. Knowledge of ICD-9, CPT, and/or HCPCS coding and HIPAA regulations. Ability to read and interpret general business correspondence, procedure manuals, and specific plan documents. Ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists. Excellent keyboarding skills. Ability to perform basic math functions – addition, subtraction, multiplication, and division.	\$16.66	\$19.65	\$22.93
25	Technical Writer	Work in a variety of multimedia formats to author training manuals, reference materials and articles for technical and non-technical audiences. Must have excellent writing and grammar skills in addition to relevant technical knowledge.	\$27.51	\$30.25	\$33.79

**b. If applicable, provide overtime, holiday and/or shift differential pay in this section (b) below.**

- Overtime – Randstad’s overtime multiplier is 1.5
- Holiday pay – Holiday pay eligibility requires completion of 1,000 hours paid in the previous 26 weeks before the paid holiday. In addition, talent must be actively working an average of 35 hours in the 4 weeks immediately preceding the paid holiday. Holiday pay will be at the straight time rate, except in cases where the talent have already worked 40 hours the week of the holiday.
- Shift differential – Randstad’s pay rate for 2<sup>nd</sup> and 3<sup>rd</sup> shifts would be 5% above the first shift pay rate

	<b>Request for Proposal</b>		<b>State of Arizona State Procurement Office</b> 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
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	Description: Temporary Staffing Services	OF 44	

## Notice of Request for Proposal

In accordance with A.R.S. § 41-2534, competitive sealed proposals for the materials or services specified, will be received by the State Procurement Office **online** through the State's e-Procurement system, ProcureAZ (<https://procure.az.gov>) at the date and time posted in ProcureAZ. Proposals received by the correct time and date will be opened and the name of each offeror will be publically available. **Proposals must be in the actual possession of the State on or prior to the time and date indicated in the Notice. Late proposals will not be considered.**

Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the appropriate Procurement Agency. Requests should be made as early as possible to allow time to arrange the accommodation. A person requiring special accommodations may contact the solicitation contact person responsible for this procurement as identified above.

**OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.**



# Request for Proposal

Solicitation No.: RFP ADSPO13-00002527

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Description: Temporary Staffing Services

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State of Arizona  
State Procurement  
Office  
100 N. 15th Ave, Suite  
201 Phoenix, AZ  
85007

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# Offer and Acceptance

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OFFFEROR:

OF  
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State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

## OFFER

### TO THE STATE OF ARIZONA:

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-mail: \_\_\_\_\_

Phone: \_\_\_\_\_

Fax: \_\_\_\_\_

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City State Zip

Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization \_\_\_ IS/ \_\_\_ IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

## ACCEPTANCE OF OFFER

The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc. and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No. \_\_\_\_\_

The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
Awarded this \_\_\_\_\_ day of \_\_\_\_\_ 20\_\_\_\_

Procurement Officer

	<b>Scope of Work</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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**1. Introduction**

The State of Arizona, its Agencies, Boards and Commissions (State) as well as Participating Members of the State Purchasing Cooperative (Cooperative), together the "Customer", have an ongoing requirement for various products and services as described herein. The purpose of this solicitation is to conduct a competitive process, in accordance with Arizona Revised Statutes (ARS) 41-2501 et seq., to create a contract(s) from which the State and its Cooperative Members may acquire these products and services.

**2. Purpose**

The State of Arizona is seeking qualified temporary staff to fill a variety of temporary staff augmentation positions. The length of the assignments will vary from one (1) day to several months.

The resulting contract will be available for use by all State Agencies, Boards, Commissions, and/or eligible political divisions. After contracts have been awarded, Contractors should be aware that they are still competing against each other for temporary staffing positions with the Customer.

**3. Scope of Services**

Contractor shall provide a variety of temporary staff services covering sub-categories similar to those listed under the high-level categories herein.

**3.1. Temporary Staff Categories**

Under each **high-level** category identified below, only sample "sub-categories" have been included. Contractor may provide services that fall under one or more of the **high-level** categories. **Attachment III** contains the general or minimum job description qualifications for each **high-level** category.

**3.1.1. Accounting**

- o Accounting Clerk
- o Bookkeeper
- o Accountant

**3.1.2. Administrative/Clerical**

- o Receptionist
- o Administrative Assistant
- o Legal Assistant
- o General clerical
- o Clerk
- o Records Management Clerk
- o Tax and Remittance Processor

**3.1.3. Call Center**

- o Customer Service
- o Market Research
- o Sales
- o Help Desk Analyst
- o Collections

**3.1.4. Data Entry**

- o Offsite
- o Onsite



## Scope of Work

Solicitation No.: RFP ADSPO13-00002527

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Description: Temporary Staffing Services

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State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

### 3.1.5. Education

- Elementary School Substitute
- Junior High School Substitute Teacher
- Senior High School Substitute Teacher
- Special Education Substitute Teacher

### 3.1.6. Insurance

- Claims Specialist
- Worker's Compensation Specialist
- Claims Adjuster

### 3.1.7. Legal

- Paralegal

### 3.1.8. Light Industrial

- Assembly
- Assembly Worker
- Precision Assembler
- Machine Tender
- Quality Control Inspector
- Auto Mechanic
- Welder
- Auto Body Painter

#### Food Services

- Food Service Worker
- Food Service Manager

#### Maintenance

- General Maintenance Worker
- Building Maintenance Worker
- Painter
- Housekeeper / Laundry
- Groundskeeper
- Janitor/Custodian

#### Materials Handling

- Inventory Worker
- Pick & Pack Worker
- Shipping / Receiving Worker
- Warehouse Worker
- Vehicle / Equipment Operator

### 3.1.9. Marketing

- Detailing
- Detailing Representative
- Sales & Promotion
- Sampler
- Demonstrator
- Comparison Shopper
- Trade Shows & Seminars
- Host / Hostess
- Booth Attendant

### 3.1.10. Medical / Healthcare



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- o Medical Biller
- o Medical Records Clerk
- o Medical Secretary
- o Medical Analyst

### 3.1.11. Special Expertise

- o Writing Expert (Grant, Policy, Technical, Processes & Procedures)
- o Procurement

### 3.2. Location of work

All work shall be performed on Customer property. By mutual written consent between the Contractor and the Customer, certain projects may be performed offsite. The majority of the Customers to be served pursuant to this contract are in four (4) distinct parts of the State: Maricopa County, Tucson, Flagstaff and Yuma. Other geographical State areas are allowable under this contract.

### 3.3. Hours of Work

Work schedules shall be established by the Customer. Most Services will be provided to the requesting agency primarily during normal business hours (8:00 A.M. to 5:00 P.M.), Monday through Friday.

#### 3.3.1. For the purpose of this contract shifts are defined as follows:

- 1<sup>st</sup> shift – 6:00 A.M. to 6:00 P.M.
- 2<sup>nd</sup> shift – 2:00 P.M. to 12:00 A.M.
- 3<sup>rd</sup> shift – 7:00 P.M. to 6:00 A.M.

#### 3.3.2. Overtime

Overtime shall be defined as any time in excess of forty (40) hours per week. Overtime must be approved in writing, in advance, by the Customer in order to be reimbursable. Weekend work shall not be considered overtime unless in excess of forty (40) hours. The pay rate shall not be more than time and one half for all approved overtime hours.

### 3.4. Supervision

Contractor's employees shall be supervised by the Customer. The Customer shall have direct control over daily activities of the Contractor's employees. Work policies, procedures, and standards established by the Customer shall be followed at all times.

## 4. Contractor Requirements

### 4.1. General Requirements

- 4.1.1. Work Start. No work shall be performed until a Purchase Order has been received from the requesting Customer.
- 4.1.2. All personnel assigned must be employees of the Contractor at the time of any specific work assignment to the Customer.
- 4.1.3. Before making a referral of one of its employees, the Contractor shall assure that the employee has, at a minimum, the required qualifications for the assignment and is able to perform the duties required by the Customer.
- 4.1.4. The Contractor shall assign only those employees that have been thoroughly apprised of working conditions, job duties and hours.
- 4.1.5. The Contractor's employees shall conform in all respects with regard to physical, fire and security / safety regulations while on the Customer's premises.
- 4.1.6. Contractor shall be responsible for obtaining all rules, regulations, policies, etc. from the Customer. In the event any such employee fails to adhere to the Customer's directions or security / safety regulations, or demonstrate that they are not qualified to perform the required duties, the Customer shall notify the





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Contractor who shall replace the employee within two (2) working days at no cost to the Customer (including, but not limited to, training time, background checks, ID badges, drug testing, etc.). This also applies to any employee that leaves, for any reason, before the assignment is completed. When an employee leaves, at any time, the Contractor shall be responsible for any unreturned keys, cost of finger printing, ID badges, etc. If such items are not returned to the Customer within five (5) working days the Customer shall send an invoice to the Contractor for the exact replacement cost. The Contractor shall pay this invoice within fourteen (14) days.

4.1.7. No charges shall apply to the Customer for employees who fail to complete a minimum of sixteen (16) hours due to dissatisfaction with working conditions, job duties or hours.

4.1.8. Personnel provided by the Contractor shall follow all Customer work policies, procedures, and standards including, but not limited to:

- No smoking, eating, drinking in work area
- Signing in and presenting positive identification upon reporting for duty
- Interacting cordially with the Customer's personnel
- Responding professionally to Customer supervisory personnel
- Adhering to Customer dress code policies
- Parking in Customer assigned locations while reporting for duty
- Following other Customer rules as required
- Breaks and Lunch Schedules

4.1.9. If an employee leaves one Contractor for another Contractor, the Customer may choose to not allow that employee to continue his or her assignment.

#### 4.2. Special Requirements

4.2.1. Invoice – Invoices shall be submitted to the applicable Agency and shall reflect at a minimum, the following:

- Contract or P.O. Number
- The Vendor ID number as defined in ProcureAZ
- Vendor Name
- Bill To
- Temporary Employee Name
- Employee Time sheet

#### 4.2.2. Confidentiality / Non-disclosures

Depending on the hiring Agency, the Contractor's temporary staff shall be required to sign additional Confidentiality or Non-Disclosure Agreements based on assignment prior to the start of work.


#### 4.3. Service Level Requirements

4.3.1. Non-Performance If any assigned employee does not satisfactorily perform any assigned duties, or if the Customer considers any conduct to be detrimental to the Customer's program, the Contractor shall withdraw the employee immediately upon notification. The withdrawn employee shall be replaced. Contractor shall not exceed sixteen (16) normal working hours, two (2) business days, to replace the withdrawn employee at no additional charge (including, but not limited to, training time, background checks, Identification badges, drug testing, etc.) to the Customer. This also applies to any employee that leaves, for any reason, before the assignment is completed.

#### 4.4. Reporting Requirements

4.4.1. Time Sheets

4.4.2. Quarterly Reports (See Section 7 of the Special Terms and Conditions)


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**5. Customer responsibilities**

For temporary employment requirements

- Customer shall provide all equipment, materials, supplies, tools, facilities, space and supervision necessary.
- Any initial Customer requirement such as drug testing, background check, finger printing, and Identification badges shall be paid for by the Customer. In the event that the employee needs to be replaced as described in the section above, 4.1.6., these charges shall be reimbursed by the Contractor.
- Customer shall provide temporary staff new employee orientation as required.
- Customer must provide justification when requesting temporary employee changes.

**6. Supplementing Products and Services** - Products and Services available under the Contract are limited to the high-level categories included herein. If additional Products or Services are required as a supplement to the high-level category, this shall be agreed upon by each party by completing an Amendment to the Agreement. The Product or Service added shall be classified under those high-level categories that were originally awarded. Services in a high-level category that was not originally awarded shall not be supplemented.

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## 1. Definitions

ProcureAZ terms. ProcureAZ (<https://procure.az.gov>) is the State's online eProcurement system. Although the system was configured for the State's needs, the application is based on a commercial product known as BuySpeed Online, made by Periscope Holdings, Inc. As a result, some of the terms used in the BuySpeed Online application may be semantically different to similar terms used by the State. The following terms are as they appear in BuySpeed Online (and ProcureAZ), along with their corresponding meanings as they apply to the solicitation.

"Allow Electronic Quote" means an indicator, signifying whether or not offers may be submitted in ProcureAZ.

"Alternate Id" means a data field, in which may contain additional data in order to link a solicitation to a related project, activity or program.

"Amendments" means solicitation amendments.

"Arizona Learning Center" (ALC) provides statewide Computer Based Training (CBT) courses available to all State of Arizona employees as well as agency-specific courses designed by other State agencies.

"Attachments" means the section, as displayed in ProcureAZ, where the solicitation's electronic documents may be attached.

"Available Date" means a data field, in which may contain the date that the solicitation was published.

"Bid", depending on its use may mean solicitation or offer. For example, in the terms "Bid Solicitation" and "Bid Number", the term "Bid" means solicitation. In the terms "Bid Opening Date" and "Pre Bid Conference", "Bid" means offer.

"Bid Method" means the type of solicitation process being conducted.

"Bid Number" means the solicitation's identification number.

"Bid Opening Date" means the date and time that offers are due.

"Bid Solicitation" means solicitation.

"Bid Type" means the extent the solicitation notices were issued, ranging from "OPEN" (notices went to vendors registered with the selected commodity codes) to "CLOSED" (notices were only sent to the specific vendors invited by the State).

"Bill-to Address" means the department address where invoices occurring under any resulting contract may be billed.


"Bulletin Description" means a data field, in which may contain additional information regarding the scope of the solicitation.

"Buyer" means procurement officer.

"Department" means the customer for whom the solicitation is being done.

"Description" means the solicitation's title.

"Fiscal Year" means the State Fiscal Year in which the solicitation was initiated.

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**"Header Information"** means the section of the solicitation, as displayed in ProcureAZ, containing solicitation information other than the line items.

**"Info Contact"** means a data field, in which may contain the contact information of a person to whom inquires are to be directed.

**"Item information"** means the section of the solicitation, as displayed in ProcureAZ, containing the solicitation's line items.

**"Location"** means the specific customer, within the department, for whom the solicitation is being done.

**"Organization"** means the state agency under whose authority the solicitation is being conducted.

**"Pre Bid Conference"** means pre-offer conference.

**"Print Format"** means the format of the solicitation's print output.

**"Purchase Method"** means the type of contract transaction contemplated, ranging from an "Open Market" (one-time) transaction to a "Blanket" (term) transaction.

**"Purchaser"** means procurement officer.

**"Quote"** means offer.

**"Required Date"** means a data field, in which may contain the date that the materials, services or construction are needed by the State.

**"Ship-to Address"** means the department address where materials, services or construction purchased under any resulting contract may be billed.


**"Type Code"** means the category of customers that may use any resulting contract(s). E.g., Single-Agency, Multi-Agency or Statewide.

### 1.1. Special Contract Definitions

**"Personal identifying information (PII)"** means an individual's name, social security number; full date of birth, drivers' license, and government issued non-operating license, financial account number, password associated with access to a financial account or account which provides benefits or right to services, contained in any record or other material related to this contract on behalf of the state. See also ARS 41-4171 or 4172 for additional personal identifiers that additionally may be defined as PII in the specification of the scope of work for the contract.

**"Protected Health Information (PHI)"** means individually identifiable health information as defined by the HIPAA Privacy Rule at 45 CFR 160.103 (Health Information), 45 CFR 160.103 (Individually Identifiable Health Information) and 45 CFR 164.501 (Protected Health Information) including the following identifiers (see 45 CFR 164.514(b)(2)(i): an individual's name; address; dates of birth, dates of health care services, certain age categories and other elements of dates; telephone numbers; fax numbers; e-mail addresses; social security numbers; medical records and account numbers; health plan beneficiary numbers; certificate and license numbers; vehicle identifiers, serial numbers and license plate numbers; device identifiers and serial numbers; Web Universal Resource Locators (URLs or web addresses); Internet Protocol (IP) addresses; biometric identifiers, including voice and finger prints; facial photographs and comparable images; and any other unique identifying number, characteristic or code.

**"Sensitive information"** means a record or an oral communication that relates to information that if disclosed could adversely affect the best interest of the State, the privacy of a person, or the critical infrastructure and

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information related to critical infrastructure of the State of Arizona and/or the United States (See ARS 41-1801).

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract

"Data Breach" means the unauthorized creation, acquisition, access, use, disclosure or disposal of personal identifying, confidential, protected health or sensitive information.

**2. Amendments**

Any change in the contract including the Scope of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment signed and approved by and between the duly authorized representatives of the contractor and the State of Arizona. Any such amendment shall specify an effective date, any increases or decreases in the amount of the contractors' compensation if applicable and entitled as an 'Amendment', and signed by the parties identified in the preceding sentence. The contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment or modification or supplementation to the contract.

**3. Administrative Fee / Usage.**

- 3.1. Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.
- 3.2. The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at [http://spo.az.gov/Contractor\\_Resources/Admin\\_Fee](http://spo.az.gov/Contractor_Resources/Admin_Fee) . All usage reports submitted for the purpose of this contract shall be public record.
- 3.3. At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.
- 3.4. Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

**4. Certifications**

All key personnel when required shall provide evidence of their certification(s) relevant to the services provided under the contract.

**5. Confidentiality of Records**

The contractor shall establish and maintain procedures and controls acceptable to the State for the purpose of assuring that information or data in its possession is not mishandled, misused, released, disclosed, or used in an inappropriate manner by it, its agents, officers, or employees. This includes information contained in its records obtained from the State or others, necessary for contract performance. The contractor shall take all reasonable steps and precautions to safeguard this information and data and shall not divulge the information or data to parties other than those needed for the performance of duties under the contract.

**6. Contract**



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The contract between the State of Arizona and the contractor shall consist of the solicitation as amended, any requests for clarifications and/or best and final offers, the proposal submitted by the contractor, their responses to any requests for clarifications and/or their best and final offer. In the event of a conflict in language between the documents referenced above, the provisions and requirements set forth and/or referenced in the solicitation as amended shall govern. However, the State reserves the right to clarify any contractual relationship in writing, and such written clarification shall govern in case of conflict with the applicable requirements stated in the solicitation as amended or the contractor's proposal. In all other matters not affected by the written clarification, if any, the solicitation shall govern.

### 7. Contract Usage Reports

7.1. The contractor shall be required to furnish the following reports to the State Procurement Office against this contract on a quarterly basis at no additional cost to the state:

Total contract usage reports: Identifying all eligible using agencies and total dollar volumes purchased by each eligible using agency during the reporting period. Although not required under this reporting activity, the contractor shall provide itemized usage reports detailing all acquisitions against this contract upon request.

7.2. Reports shall be due at the end of each 3-month contract period to be furnished to the contract officer of record no later than 15 days after the end of each 3-month contract period.

7.3. The information contained in these contract reports and the accurate and timely submission thereof are critical components used by the State. Failure by the contractor to submit accurate and timely contract reports against this contract may be cause for cancellation of the contract.

8. Contract Type (as Needed) - The contract shall be on an as needed, if needed basis.

9. Performance / Invoicing Remedies - Contractor and Customers shall use the following process in identifying and mitigating performance issues or problems associated with operational issues under the Contract.

#### 9.1. Performance Issue Notice

Customers shall notify the Contractor in response to or in anticipation of any issues or problems associated with the products or services Ordered under the Contract. Contractor shall acknowledge the Customer notice, in writing or electronically, within two (2) days following receipt or a shorter period of time as requested by the Customer. Customers may accept verbal Order acknowledgment when time and circumstances require.

#### 9.2. Performance Issue Resolution


Contractor shall provide for the resolution of all issues or problems identified by the Customer. Contractor shall provide a resolution plan to the Customer, in writing or electronically, within five (5) days or a shorter period of time as requested by the Customer.

#### 9.3. Invoicing Issue Notice

Customers shall notify the Contractor in response to any billing errors or questionable invoice amounts. Failure by Customer to pay any portion of or the entire invoiced amount based on Contractor billing errors or charges shall not constitute default under this Contract. Customer will pay undisputed portions of the invoice in question where Customer can easily identify the undisputed portion. Payment of an amount less than the total amount due on all unpaid invoices shall be credited as directed by Customer. In no event shall Contractor apply any payment or portion thereof to any particular amount or item that is subject to any claim of error between the parties.

#### 9.4. Invoicing Adjustments

Revised invoices or billing adjustments shall apply only to Contractor's Services that can be verified by the Customer; and requests for such adjustments must be submitted in writing to the Customer within 60 days of invoice delivery; shall reference the original invoice in which the error was made, and contain sufficient level

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of detail to make a reasonable determination of fact. Billing Adjustments, once determined to be fact, shall be documented in writing on all forms of billing, paper and electronic, in the next billing cycle.

**9.5. Escalation Process**

If unsatisfied with the Contractor's resolution plan for the performance issue or identified billing error, or the Contractor fails to resolve the issues or errors cited in accordance with their resolution plan, Customers may submit a fully documented Vendor Performance Report (VPR) to the Procurement Officer. Documentation to accompany the VPR shall include the Issue Notice, the Contractor's acknowledgement and resolution plan (if applicable), and a statement confirming that the resolution plan was not met or an explanation why the resolution plan was not acceptable. VPRs and accompanying documentation will serve as a foundation to any further recourse in accordance with the Remedies provisions established herein. VPRs can be found at the following URL:

[http://spo.az.gov/docs/Admin\\_Policy/SPM/STD%20Forms%20and%20Docs/Vendor%20Performance%20Report.pdf](http://spo.az.gov/docs/Admin_Policy/SPM/STD%20Forms%20and%20Docs/Vendor%20Performance%20Report.pdf)

**10. Eligible Agencies (Statewide)**

This contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in this contract, a university, political subdivision, or nonprofit educational or public health institution shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

**11. Indemnification Clause:**

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnitee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of or recovered under the Workers' Compensation Law or arising out of the failure of such contractor to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all claims. It is agreed that Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable. In consideration of the award of this contract, the Contractor agrees to waive all rights of subrogation against the State of Arizona, its officers, officials, agents and employees for losses arising from the work performed by the Contractor for the State of Arizona.

*This indemnity shall not apply if the contractor or sub-contractor(s) is/are an agency, board, commission or university of the State of Arizona.*

**12. Insurance Requirements:**

Contractor and subcontractors shall procure and maintain until all of their obligations have been discharged, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Contractor, his agents, representatives, employees or subcontractors.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Contractor from liabilities that might arise out of the performance of the work under this contract by the Contractor, its agents, representatives, employees or subcontractors, and Contractor is free to purchase additional insurance.



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**12.1. Minimum Scope and Limits of Insurance:** Contractor shall provide coverage with limits of liability not less than those stated below.

### 12.1.1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability coverage.

•General Aggregate	\$2,000,000
•Products – Completed Operations Aggregate	\$1,000,000
•Personal and Advertising Injury	\$1,000,000
•Blanket Contractual Liability – Written and Oral	\$1,000,000
•Fire Legal Liability	\$ 50,000
•Each Occurrence	\$1,000,000

- a. The policy shall be endorsed to include the following additional insured language:  
*“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 12.1.2. Business Automobile Liability

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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- a. The policy shall be endorsed to include the following additional insured language:  
*“The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor”.*
- b. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.

### 12.1.3. Worker's Compensation and Employers' Liability

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





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- a. Policy shall contain a waiver of subrogation against the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- b. This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, AND when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

### 12.1.4. Professional Liability (Errors and Omissions Liability)

Each Claim	\$1,000,000
Annual Aggregate	\$2,000,000

- a. In the event that the professional liability insurance required by this Contract is written on a claims-made basis, Contractor warrants that any retroactive date under the policy shall precede the effective date of this Contract; and that either continuous coverage will be maintained or an extended discovery period will be exercised for a period of two (2) years beginning at the time work under this Contract is completed.
- b. The policy shall cover professional misconduct or lack of ordinary skill for those positions defined in the Scope of Work of this contract.

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

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

12.2.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.2.3. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

12.3. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to (State of Arizona Department Representative's Name & Address) and shall be sent by certified mail, return receipt requested.

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

12.5. Verification of Coverage: Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

All certificates and endorsements are to be received and approved by the State of Arizona before work commences. Each insurance policy required by this Contract must be in effect at or prior to commencement of work under this Contract and remain in effect for the duration of the project.



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Failure to maintain the insurance policies as required by this Contract, or to provide evidence of renewal, is a material breach of contract.

All certificates required by this Contract shall be sent directly to **(State of Arizona Department Representative's Name and Address)**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT DIVISION.**

- 12.6. **Subcontractors:** Contractors' certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the State of Arizona separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to the minimum requirements identified above.
- 12.7. **Approval:** Any modification or variation from the *insurance requirements* in this Contract shall be made by the contracting agency in consultation with the Department of Administration, Risk Management Division. Such action will not require a formal Contract amendment, but may be made by administrative action.
- 12.8. **Exceptions:** In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university, none of the above shall apply.
13. **IT 508 Compliance** - Unless specifically authorized in the Contract, any electronic or information technology offered to the State of Arizona under this solicitation shall comply with A.R.S. § 41-3531 and § 41-3532 and Section 508 of the Rehabilitation Act of 1973, which requires that employees and members of the public shall have access to and use of information technology that is comparable to the access and use by employees and members of the public who are not individuals with disabilities.
14. **Key Personnel** - It is essential that the contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record.
15. **Licenses** - Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the contractor.
16. **Non-Exclusive Contract**  
This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.
17. **Offshore Performance of Work Prohibited** - Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to or use of confidential, secure or sensitive data or personal client data including personal identifying information, protected health information, or development or modification of software for the State shall be performed within the borders of the United States.

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Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services that do not include work related to confidential or sensitive information, or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

## **18. Protection of State Information**

- 18.1.** Due to the sensitive nature of the information maintained by the State, the contractor shall not disclose or release in any manner, any and all information the State deems, private, privileged or confidential transmitted during the performance of the contract. This information shall be protected by the contractor during and after the full term of the contract. At no time, shall information be disclosed without the State's prior written consent. All information and any copies thereof shall be returned to the State upon completion of the work performance. Personnel with access to personal identifying, sensitive or other confidential [see definitions section] may be subject to background checks as the expense of the Contractor or its subcontractors.
- 18.2.** The Contractor shall establish and maintain current documented data safeguard procedures, evidence of information security training and controls acceptable to the State and shall furnish such upon request of the State. The Contractor and its subcontractors or other agents shall assure appropriate information management safeguards for personal identifying, confidential or sensitive information or protected health information (physical and virtual) from unauthorized creation, acquisition, access, use, disclosure or disposal. Contractor shall ensure that its' and any subcontractors' agents and/or employees perform work under this contract shall comply to the fullest extent with information the established data safeguard provisions. Failure to comply with such shall be immediately reported to the State of as a possible data breach.
- 18.3.** The Contractor shall cooperate and participate in any resulting investigation of the State as well as any mitigation of a data breach if such is deemed by the State. The Contractor, its subcontractors or other agents shall maintain a complete, current and accurate log of location and person completing work for the State.
- 18.4.** Upon request, the Contractor shall provide the State with an information safeguard management plan for its primary sites as well as for any locations, other than the primary site, including but not limited to personal residences and other remote locations where work under this contract shall be performed. Such a plan shall include any subcontractors and agents performing work under this contract. The Contract shall notify the State in writing of any changes to this plan. The State reserves the right to approve and/or monitor this information safeguard plan.
- 18.5. Data Breach Identification and Reporting**
- The Contractor, its subcontractors and any agents or employees who perform under work under this contract, shall be responsible to immediately report to the State any suspected or confirmed data breach of State information. A data breach shall be defined as the unauthorized creation, acquisition, access, use, disclosure or disposal of any information deemed as personal identifying, confidential, sensitive or protected health information. The Contractor, its subcontractors, employees and all agents shall fully cooperate with the State to investigate, mitigate potential or actual harm resulting from such breach and shall remediate of such incidents, including assisting the State to notify affected individuals. The State may, at its sole discretion, assume notification responsibility owed under law by Contractor, its subcontractors or agents if the State reasonably believes the contractor or its subcontractors or agents are unable to fulfill this responsibility.
- 18.6. Encryption of Data**



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Contractor shall protect all State electronic information in accordance with the Arizona Strategic Enterprise Technology (ASET) standards for encryption, at a minimum. (Standards are found at <http://aset.azdoa.gov/security/policies-standards-and-procedures>). File transmissions of State data using the Internet or other unsecured medium shall employ at a minimum a 128-bit end to end encryption to secure the data. All methods of encryption, training, policies, procedures, and performance measures shall be documented by Contractor and its subcontractors.

### 18.7. Disposal of Information

Contractor shall obtain written authorization from the State prior to disposal of any electronic media containing personal identifying, confidential, protected health or sensitive information. Prior to disposal, Contractor shall properly sanitize by clearing (using software or hardware products to overwrite media with non-sensitive data), purging (degauss or expose the media to a strong magnetic field to disrupt the recorded magnetic domains), or destroying (disintegration, pulverization, melting, incinerating, or shredding) the media. This shall be, at a minimum, done in accordance with Arizona Government Information Technology Agency standards for media sanitizing and disposal found at <http://aset.azdoa.gov/sites/default/files/media/docs/P800-S880%20Media%20San%20Disp.pdf> (S880 Media Sanitizing/Disposal Standard). Hardcopy information shall be destroyed by shredding, burning, pulping, or pulverizing the records so that personal identifying information is rendered unreadable, indecipherable, and cannot otherwise be reconstructed. Contractor shall maintain accurate and current documentation identifying the information disposed of, method of disposal, contract for disposal if applicable and retain disposal information in accordance with contract requirements.

### 18.8. Compliance Monitoring

In accordance with the contract terms, the State shall have the right to assess, monitor and validate compliance with all requirements relating to information safeguarding including timely reporting of actual or suspected data breach performed by the Contractor, its subcontractor(s), employees and agents.

### 19. Price Adjustment (After Two Years)

The State Procurement Office may review a fully documented request for a price increase only after the contract has been in effect for two (2) year(s). A price increase adjustment shall only be considered at the time of a contract extension and shall be a factor in the extension review process. The State Procurement Office shall determine whether the requested price increase or an alternate option is in the best interest of the state.

The price increase adjustment, if approved, will be effective upon the effective date of the contract extension.

### 20. Subcontractors


The contractor may, enter into written subcontract(s) for performance of certain functions under the contract. Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. Subcontracts issued by the Contractor shall incorporate by reference the Terms, Conditions and requirements of this Contract.

### 21. Term of Contract

The term of the contract shall commence upon award and shall remain in effect for a period of one year, unless terminated, canceled or extended as otherwise provided herein. By written mutual contract amendment, any resultant contract may be extended for four (4) additional one-year periods or a portion thereof. The original contract shall remain the same and apply during the renewal period with the exception of price.

### 22. Travel

When requested, in writing, from the State to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates and provisions specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize and invoice all per diem and lodging charges. The State's travel policy maybe located at <http://www.gao.az.gov/publications/SAAM/SAAM-2d-022008.pdf>

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**UNIFORM TERMS AND CONDITIONS – VERSION 8**

1. **Definition of Terms.** As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

- 1.1 **"Attachment"** means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 1.2 **"Contract"** means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement of Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.
- 1.3 **"Contract Amendment"** means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 1.4 **"Contractor"** means any person who has a Contract with the State.
- 1.5 **"Days"** means calendar days unless otherwise specified.
- 1.6 **"Exhibit"** means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.
- 1.7 **"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.
- 1.8 **"Materials"** means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.
- 1.9 **"Procurement Officer"** means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.
- 1.10 **"Services"** means the furnishing of labor, time or effort by a contractor or subcontractor which does not involve the delivery of a specific end product other than required reports and performance, but does not include employment agreements or collective bargaining agreements.
- 1.11 **"Subcontract"** means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.
- 1.12 **"State"** means the State of Arizona and Department or Agency of the State that executes the Contract.
- 1.13 **"State Fiscal Year"** means the period beginning with July 1 and ending June 30.

**2 Contract Interpretation**

- 2.1 **Arizona Law.** The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.
- 2.2 **Implied Contract Terms.** Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

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2.3 Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:

- 2.3.1 Special Terms and Conditions;
- 2.3.2 Uniform Terms and Conditions;
- 2.3.3 Statement or Scope of Work;
- 2.3.4 Specifications;
- 2.3.5 Attachments;
- 2.3.6 Exhibits;
- 2.3.7 Documents referenced or included in the Solicitation.

2.4 Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

2.5 Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

2.6 No Parol Evidence. This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade shall supplement or explain any terms used in this document and no other understanding either oral or in writing shall be binding.

2.7 No Waiver. Either party's failure to insist on strict performance of any term or condition of the Contract shall not be deemed a waiver of that term or 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 Contract administration and operation.


3.1 Records. Under A.R.S. § 35-214 and § 35-215, the Contractor shall retain and shall contractually require each subcontractor to retain all data and other "records" relating to the acquisition and performance of the Contract for a period of five years after the completion of the Contract. All records shall be subject to inspection and audit by the State at reasonable times. Upon request, the Contractor shall produce a legible copy of any or all such records.

3.2 Non-Discrimination. The Contractor shall comply with State Executive Order No. 2009-09 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

3.3 Audit. Pursuant to ARS § 35-214, at any time during the term of this Contract and five (5) years thereafter, the Contractor's or any subcontractor's books and records shall be subject to audit by the State and, where applicable, the Federal Government, to the extent that the books and records relate to the performance of the Contract or Subcontract.

3.4 Facilities Inspection and Materials Testing. The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines noncompliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

3.5 Notices. Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective

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person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.

3.6 Advertising, Publishing and Promotion of Contract. The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

3.7 Property of the State. Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.

3.8 Ownership of Intellectual Property  
 Any and all intellectual property, including but not limited to copyright, invention, trademark, trade name, service mark, and/or trade secrets created or conceived pursuant to or as a result of this contract and any related subcontract ("Intellectual Property"), shall be work made for hire and the State shall be considered the creator of such Intellectual Property. The agency, department, division, board or commission of the State of Arizona requesting the issuance of the contract shall own (for and on behalf of the State) the entire right, title and interest to the Intellectual Property throughout the world. Contractor shall notify the State, within thirty (30) days, of the creation of any Intellectual Property by it or its subcontractor(s). Contractor, on behalf of itself and any subcontractor (s), agrees to execute any and all document(s) necessary to assure ownership of the Intellectual Property vests in the State and shall take no affirmative actions that might have the effect of vesting all or part of the Intellectual Property in any entity other than the State. The Intellectual Property shall not be disclosed by contractor or its subcontractor(s) to any entity not the State without the express written authorization of the agency, department, division, board or commission of the State of Arizona requesting the issuance of this contract.

3.9 Federal Immigration and Nationality Act The Contractor shall comply with all federal, state, and local immigration laws and regulations relating to the immigration status of their employees during the term of the Contract. Further the contractor shall flow down this requirement to all subcontractors utilized during the term of the contract. The State shall retain the right to perform random audits of contractor and subcontractor records or to inspect papers or any employee thereof to ensure compliance. Should the State determine that the contractor and or any subcontractors be found noncompliant, the State may pursue all remedies allowed by law, including but not limited to; suspension of work, termination of the contract for default and suspension and or debarment of the contractor.

3.10 E-Verify Requirements In accordance with A.R.S 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with A.R.S. 23-214, Subsection A.

3.11 Scrutinized Businesses In accordance with A.R.S. 35-391 and A.R.S. 35-393, Contractor certifies that the Contractor does not have scrutinized business operations in Sudan or Iran.

3.12 Offshore Performance of Work Prohibited Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and involve access to secure or sensitive data or personal client data shall be performed within the defined territories of the United States. Unless specifically stated otherwise in the specifications, this paragraph does not apply to indirect or "overhead" services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers.

**4 Costs and Payments**

4.1 Payments. Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services, the Contractor shall submit a complete and accurate invoice for payment from the State within thirty (30) days.



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4.2 Delivery. Unless stated otherwise in the Contract, all prices shall be F.O.B. Destination and shall include all freight delivery and unloading at the destination.

### 4.3 Applicable Taxes.

4.3.1 Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes.

4.3.2 State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3 Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation.

4.3.4 IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

4.4 Availability of Funds for the Next State fiscal year. Funds may not presently be available for performance under this Contract beyond the current state fiscal year. No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

4.5 Availability of Funds for the current State fiscal year. Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1 Accept a decrease in price offered by the, contractor

4.5.2 Cancel the Contract

4.5.3 Cancel the contract and re-solicit the requirements.


## 5 Contract changes

5.1 Amendments. This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

5.2 Subcontracts. The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.

5.3 Assignment and Delegation. The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.



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## 6 Risk and Liability

6.1 Risk of Loss. The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.

### 6.2 Indemnification

6.2.1 Contractor/Vendor Indemnification (Not Public Agency) The parties to this contract agree that the State of Arizona, its' departments, agencies, boards and commissions shall be indemnified and held harmless by the contractor for the vicarious liability of the State as a result of entering into this contract. 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.

6.2.2 Public Agency Language Only Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its' officers, officials, agents, employees, or volunteers."

6.3 Indemnification - Patent and Copyright. The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall reasonably notify the Contractor of any claim for which it may be liable under this paragraph. If the contractor is insured pursuant to A.R.S. § 41-621 and § 35-154, this section shall not apply.

### 6.4 Force Majeure.

6.4.1 Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2 Force Majeure shall not include the following occurrences:

6.4.2.1 Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2 Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3 Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3 If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the



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following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4 Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

6.5 Third Party Antitrust Violations. The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### 7 Warranties

7.1 Liens. The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.

7.2 Quality. Unless otherwise modified elsewhere in these terms and conditions, the Contractor warrants that, for one year after acceptance by the State of the materials, they shall be:

7.2.1 Of a quality to pass without objection in the trade under the Contract description;

7.2.2 Fit for the intended purposes for which the materials are used;

7.2.3 Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;

7.2.4 Adequately contained, packaged and marked as the Contract may require; and

7.2.5 Conform to the written promises or affirmations of fact made by the Contractor.


7.3 Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.

7.4 Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.

7.5 Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

7.6 Survival of Rights and Obligations after Contract Expiration or Termination.

7.6.1 Contractor's Representations and Warranties. All representations and warranties made by the Contractor under this Contract shall survive the expiration or termination hereof. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

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7.6.2 Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

**8 State's Contractual Remedies**

8.1 Right to Assurance. If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

8.2 Stop Work Order.

8.2.1 The State may, at any time, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage.

8.2.2 If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

8.3 Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.

8.4 Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.

8.5 Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

**9 Contract Termination**

9.1 Cancellation for Conflict of Interest. Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

9.2 Gratuities. The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the



## Uniform Terms and Conditions

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Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, 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 Contractor.

- 9.3 Suspension or Debarment. The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.
- 9.4 Termination for Convenience. The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. In the event of termination under this paragraph, all documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State upon demand. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.
- 9.5 Termination for Default
- 9.5.1 In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to comply with any term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor.
- 9.5.2 Upon termination under this paragraph, all goods, materials, documents, data and reports prepared by the Contractor under the Contract shall become the property of and be delivered to the State on demand.
- 9.5.3 The State may, upon termination of this Contract, procure, on terms and in the manner that it deems appropriate, materials or services to replace those under this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor.
- 9.6 Continuation of Performance Through Termination. The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.
- 10 **Contract Claims.** All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.
- 11 **Arbitration.** The parties to this Contract agree to resolve all disputes arising out of or relating to this contract 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).
- 12 **Comments Welcome.** The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15<sup>th</sup> Avenue, Suite 201, Phoenix, Arizona 85007.



# Attachment I

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## OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. Answers such as "See attached Resume" will not be accepted. If resumes are included please also reference the position on the resume.

Position	Employee Name
<b>Current Information</b>	
Position Currently Held in Firm:	
Years With Firm:	
Years in Current Position:	
Years' Experience in Role:	
Percentage of Employee's Time Dedicated to This Contract:	%

Related Experience		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		
Project Name		
Job Title	Project Begin Date	Project Ending Date
Duties Performed Related to Proposed Position		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

	<b>Attachment II</b>		<b>State of Arizona</b> <b>State Procurement Office</b> 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
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**QUESTIONNAIRE INSTRUCTIONS:**

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-0000xxxx** [Offeror's Name] 'Response\_Questionnaire.pdf' that contain the responses to all of the Questionnaire items ("items") listed below.

**Responding to the Proposal:**

- A. Include the item number when responding to each item.
- B. Prepare each item response in the form indicated demonstrating your ability to satisfy the Scope of Work.
- C. When an item asks Offeror to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.
- D. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- E. Limit the use of technical language to describing technical processes.
- F. Submit responses in the order listed below.

**ITEMS:**

**1. Method of Approach:**

- A. Offeror shall state the specific high-level category to which they are proposing and provide a narrative of how Offeror will effectively provide the temporary personnel services under the specific temporary staffing high-level category. The narrative should be straightforward and limited to facts, solutions to problems, and plans of proposed action:
  - a. Accounting
  - b. Administrative
  - c. Call Center
  - d. Data Entry
  - e. Education
  - f. Insurance
  - g. Legal
  - h. Light Industrial
  - i. Marketing
  - j. Medical / Healthcare
  - k. Special Expertise
  - l.
- B. Job Titles/Job Descriptions: Offeror shall use **Attachment III** to submit Job Title(s) and corresponding job description(s) that may fall under each high-level category.
  - It is expected that when defining a lower job title and job description, it is assumed that the next higher level, a mid-level position per se, will entail the same qualifications as an entry level plus those mid-level qualifications. *Therefore, for the next higher level job title, only the job description qualifications that delineate the higher level position(s) from the lower position shall be explained for that higher position job title.*
- C. Understanding of Offer:
  - a. Offeror's response is complete and demonstrates their ability to provide the services specified in the Scope of Work.
  - b. Offer shall provide its policies and training procedures its personnel received prior to their work assignments.
  - c. How is the skill level of personnel determined?
  - d. Are assessment tests given to hired personnel?



## Attachment II

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- D. Workplace Preparedness: Describe the process Offeror uses to ensure the workplace readiness of temporary staff personnel, quality and timeliness of communication with the Customer.
- E. Communication: Offeror shall describe how the following are addressed
- Professional appearance;
  - Reliability – punctuality, attendance
  - Recruitment process
- A. Temporary Staffing Services:
- Provide details on your processes to accept temporary placement requests. This is the typical fulfillment process of temporary staffing beginning with initial request from Customer to actual placement.
  - Describe your methods used to initially screen assignment employees.
  - What is your success ratio in placing assignment employees?
  - What are your sources of obtaining assignment employees?
  - What is the turnover rate of your assignment employees?
  - What type of training is provided to your assignment employees?
  - To what extent is customer satisfaction measured and reported and what methods of determining customer satisfaction are used?
  - Discuss how you will ensure timely payments to your temporary staff.
  - Please provide Offeror's standard response times to telephone or voice mail messages from Customer.
  - What is the Offeror's standard process and timeframe in reporting to Customer of temporary staff absences and same-day replacement if requested?
2. Capacity of Offeror: Offeror's shall describe their organizational capacity to support the State and its Customer under any resultant contract.
- A. Subcontracting: Offeror's shall describe their Subcontractors used in the provision of the Services. Offeror's shall provide evidence of their training, experience and performance supporting similar Customers. Offeror's shall include Subcontractor Key Personnel as part of Attachment I.
- B. Offeror Organization: Offeror's total organization, management and ownership structure. Include an organizational chart clearly delineating each entity within the organization
- C. Experience / Background: Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract.
- Provide a brief history of the organization which shall include substantial evidence your company has provided these types of services, include customer names, project details, start/complete dates and description of services provided, issues and description of how issues were resolved.
  - Submit a description of services provided to other government entities (within and/or outside of Arizona) requesting a similar scope. Provide extensive details of those services provided as they compare with those described within this Solicitation.
- D. Legal: Is Offeror involved in any legal proceedings, lawsuits or governmental regulatory actions taken or pending, and any contractual demands for assurance regarding the provision of similar services?
- YES  
(List any past and/or pending litigation or disputes relating to the services described herein with which your company has been involved within the last five (5) years. The list shall include the other company's name, name of the project, the nature of the litigation, and the current status of the dispute. Also list any contractual demands for assurance regarding the provision of similar services).
- NO



## Attachment II

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### 3. Price Submission.

- a. Offeror's are to submit in ProcureAZ their hourly rate using the Unit Cost field, additionally use the Alternate description field following format:

Category — Job Title - Job Description for each temporary staff position being proposed.

If additional line items are required, provide a Microsoft Excel spreadsheet (.xls) or (.xlsx) in the following field format.

Category — Job Title - Job Description — hourly rate

- b. If applicable, provide overtime, holiday and/or shift differential pay in this section (b) below.





# Attachment III

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## Attachment III – Job Titles and Job Descriptions

Scope of Work Reference #	JOB TITLE	JOB DESCRIPTION
(Insert additional Rows as needed under each category for subcategory job titles and job descriptions)		
<p><b>NOTE: When transitioning from an entry level position to mid-level, etc., Offeror shall ONLY reflect what additional duties or qualifications are involved in the higher position as describe in Section 1B “Method of Approach” on Attachment III.</b></p>		
<b>3.1.1 - Accounting</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum – Knowledge of Generally Accepted Accounting Principles (GAAP); Knowledge of basic office equipment including a 10-key calculator, Familiarity or knowledge of basic accounting/bookkeeping terminology and concepts, Knowledge of computerized/automated accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Gathering data or researching; Must possess analytical skills, Performing various clerical duties. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.2 – Administrative / Clerical</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of various office equipment including postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing memos, letters, lists, reports, etc., from handwritten, typewritten or printed drafts, sorting and filing materials, Photocopying / using a facsimile machine; Ability to produce documents following company standards, Ability to proof and correct errors in documents, Knowledge of standard and electronic filing systems, Personal computer (PC), Photocopy machine, Printer and 10-Key calculator. Proficient at grammar, spelling, punctuation, and proofreading. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.3 – Call Center</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including a personal computer, electronic key system (EKS), telephone and headset, Ability to communicate and record information accurately, Ability to question others to determine specific needs, Ability to deal with people patiently, Ability to proofread and correct errors, Receive and place telephone calls, Fill out and verify information on forms or records, Proofread to verify that forms are completed properly. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)



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(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.4 – Data Entry	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of basic office equipment including personal computer / CRT, mainframe and 10-Key calculator, Ability to follow instructions, Ability to perform repetitive work, Ability to do detailed work, Ability to proofread and correct errors, Inputting information into a computer, Accessing information from a computer, Verifying information on a screen, Performing various clerical duties. Responsible for editing, processing (data entry) and distribution of raw source documents; Consults with supervisor in providing needed information for keying process; Adheres to strict batch processing schedule to meet deadlines; Skills/Qualifications: Data Entry Skills, Typing, Confidentiality, Attention to Detail, Thoroughness, Independence, Documentation Skills, Problem Solving, Analyzing Information, Dependability, Results Driven. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.5 – Education	Minimal Duties	General Duties & Qualifications include the following at a minimum - Bachelor's degree from an accredited institution with a valid Arizona teaching, administrative or substitute teacher certificate, Ability to follow pre-developed lesson plans, Ability to establish and maintain a quality learning environment, Ability to verbally communicate learning concepts, Ability to work within the guidelines and policies of school administration, Ability to remain on feet for long periods of time, Organizational ability, Patience, Desire to work with children. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
3.1.6 – Insurance	Minimal Duties	General Duties & Qualifications include the following at a minimum - Considerable knowledge of insurance industry and medical terminology, ability to understand, investigate, negotiate, settle, analyze and evaluate information from engineers, architects, contractors, accountants, CPAs, physicians, etc., Ability to interpret and apply Federal and State statutes, rules, and policies and procedures of State government, universities and county court systems and the legal rules of civil procedures in both Federal and State lawsuits, Skill in customer service and interpersonal relations as applied to contracts with other agency staff, representatives of other governmental agencies, carriers, medical providers, claimant's dependents, employers, attorneys and the public, Skill in negotiating claim settlements with claimants, attorneys and/or third parties, Skill in written and oral communication, Skill in electronic communications including claim evaluation reports, Skill in planning, organizing, interpreting and analyzing complex legal, medical, economic, accident reconstruction and contractual situations to reach logical conclusions and reasonable recommendations, Knowledge of labor market conditions, Knowledge of State government, structure and functions, Knowledge of insurance industry and medical terminology. Valid Arizona driver's license. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)



# Attachment III

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<b>3.1.7 – Legal</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of legal terminology and legal environment required, Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Dictation / transcription equipment, Electric / electronic typewriter, Facsimile machine, Personal computer (PC) and Photocopy machine. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.8 – Light Industrial</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Ability to use a variety of tools / maintenance equipment, Possess manual dexterity, Ability to perform repetitive work, Ability to follow instructions, Ability to identify flaws or imperfections in a product, Ability to handle large objects, Ability to transport items weighing up to 75 pounds, Ability to accurately count materials, Ability to walk, sit or stand for long periods of time, Knowledge of safety requirements or procedures, Safety steel toed shoes required, possess a valid Arizona's Driver's License as required by customer, Checking or inspecting materials / products to make sure they meet standards, Verifying information or accessing information in tables / lists, Counting materials and performing simple mathematical calculations, Copying numbers, codes or other information and filling out forms, Removing dirt and trash from work areas, Cleaning floors, sinks, toilets, bathtubs or showers, Dusting or wiping furniture, fixtures or equipment, Maintaining company grounds, Setting up tables, chairs or equipment, Packing materials or products into shipping containers, Sealing or wrapping packages for shipment, Placing labels or stickers on materials, Unpacking incoming materials, Checking materials for proper quantities, Requesting materials from an in-house source, Ability to meet Department of Health standards for food workers, Washing dishes, pans and utensils. Offeror may add positions as applicable to this high-level category..
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.9 – Marketing</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Handling stock / supplies, Counting items / materials, Performing simple mathematical calculations, Ability to transport items weighing up to 25 pounds, Ability to stand, sit or walk for long periods of time, Ability to use a calculator/10-key calculator/Cash register, Answering product questions, Distributing flyers, samples, etc., Ability to communicate clearly and accurately, Ability to learn a company's products or services, Greeting and assisting visitors / delegates / conferees who attend conventions, seminars, trade shows, exhibits or other events, Placing, receiving and routing phone calls, Taking messages, Ability to interact with others using tact and diplomacy, Ability to deal with people patiently, Ability to record information. Offeror may add positions as applicable to this high-level category.



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(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.10 – Medical / Healthcare</b>	Minimal Duties	General Duties & Qualifications include the following at a minimum - Knowledge of medical terminology and medical environment required, Knowledge of basic office equipment; Familiarity / knowledge of basic accounting terminology and concepts, Knowledge of computerized accounting systems, Balancing calculated totals with receipts, posting credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), Verifying the accuracy of vouchers, purchase orders, invoices or payments, Performing various clerical duties, Knowledge of basic office equipment including microfilm / fiche camera, microfilm / fiche reader or printer, postage meter and 10-key calculator, Ability to accurately count materials / items, Knowledge of standard filing systems, Ability to do detailed work, Ability to perform simple mathematical calculations, Ability to follow instructions, Sorting and filing materials according to an alphabetic, numeric or color-coded system, Creating lists or directories, Verifying information on forms. Producing documents such as letters, memos, proposals and statistical material, Transcribing shorthand notes, Transcribing from voice recordings, Proofreading and correcting documents, Placing, receiving and routing phone calls, Scheduling appointments, Making travel or meeting arrangements, Handling incoming and outgoing mail, Compiling information and record keeping, Photocopying / using a facsimile machine, Performing simple mathematical calculations, Ability to produce documents following company standards, Ability to proofread and correct errors in documents, Ability to communicate clearly and accurately, Ability to use Facsimile machine, Personal computer (PC) and Printer/Copier Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)
<b>3.1.11 – Special Expertise</b>	Minimal Duties	General Duties & Qualifications include following – Knowledge of standard office practices, procedures, equipment and adult learning techniques. Bachelor's degree and work in area of expertise for a minimum of three years along with a proven track record. Must have excellent written and verbal communication skills, be proficient in research, interpreting, and analyzing diverse data and possess the ability to work collaboratively and independently to achieve stated goals. Must possess excellent problem solving skills. Responds quickly to customer requests and handle stressful situations in a professional manner. Offeror may add positions as applicable to this high-level category.
(Insert sub-category)	(Insert job title)	(Insert job description)
(Insert sub-category)	(Insert job title)	(Insert job description)

(End of Solicitation)

	<b>Offer and Acceptance</b>		State of Arizona <b>State Procurement Office</b> 100 N. 15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: RFP ADSP013-00002527	PAGE 3	
	OFFEROR: Randstad North America, L.P.	OF 44	

**OFFER**

**TO THE STATE OF ARIZONA:**

The Undersigned hereby offers and agrees to furnish the material, service or construction in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer. Signature also certifies Small Business status.

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

5 8
2 4 2
6 3 5 7

E-mail: travis.laird@randstadusa.com

Phone: 602.524.7202

Fax: 602.200.3911

Randstad North America, L.P.

Company Name


2015 South Park Place

---

Address

Atlanta                      GA                      30339

City                              State                      Zip

  
 Signature of Person Authorized to Sign Offer  
 Kent Peters  
 Printed Name  
 Director, Contract Administration  
 Title

By signature in the Offer section above, the Offeror certifies:

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246, State Executive Order 2009-09 or A.R.S. §§ 41-1461 through 1465.
3. The Offeror has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip, favor, or service to a public servant in connection with the submitted offer. Failure to provide a valid signature affirming the stipulations required by this clause shall result in rejection of the offer. Signing the offer with a false statement shall void the offer, any resulting contract and may be subject to legal remedies provided by law.
4. The Offeror certifies that the above referenced organization IS/ X IS NOT a small business with less than 100 employees or has gross revenues of \$4 million or less.
5. In accordance with A.R.S. §35-393, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Iran.
6. In accordance with A.R.S. §35-391, the offeror hereby certifies that the Offeror does not have scrutinized business operations in Sudan.

**ACCEPTANCE OF OFFER**

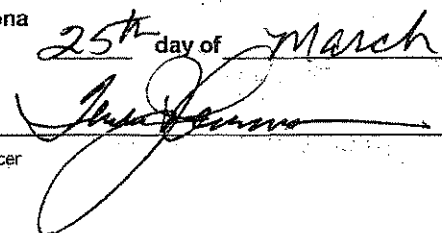
The Offer is hereby accepted.


The Contractor is now bound to sell the materials or services listed by the attached contract and based upon the solicitation, including all terms, conditions, specifications, amendments, etc., and the Contractor's Offer as accepted by the State.

This Contract shall henceforth be referred to as Contract No.

ADSP013-043967. The Contractor has been cautioned not to commence any billable work or to provide any material or service under this contract until Contractor receives purchase order, contract release document or written notice to proceed.

State of Arizona  
 Awarded this 25<sup>th</sup> day of March 20 13

  
 Procurement Officer

	<b>Solicitation Amendment 1</b>		State of Arizona State Procurement Office 100 N. 15 <sup>TH</sup> Avenue, Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00002527	Page 1	
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Amendment No.: 1			

Pursuant to the Uniform Instructions to Offerors, Item C.7, Solicitation Amendments, the above referenced solicitation shall be amended as follows:

The following attachments are hereby modified as follows:

1. **Attachment II** is modified to correct formatting error.
  - a. Letter A. **“Temporary Staffing Services”**, is hereby modified to reflect correct letter F. **“Temporary Staffing Services”**
2. **Scope of Work Section 3.1.11** is modified to remove subcategory:
  - a. Suggested subcategory **“Procurement”** is hereby removed as this subcategory will not be considered for this solicitation.

**ACKNOWLEDGEMENT**

**ACKNOWLEDGEMENT OF SOLICITATION AMENDMENT SHALL BE DONE ELECTRONICALLY PRIOR TO OFFER DUE DATE AND TIME.** All other all terms, conditions, specifications and amendments to the Solicitation remain unchanged.



# Contract Amendment

Contract No.: ADSP013-043967

Amendment No.: 2

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State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**

RANDSTAD US LP  
3800 N. Central Ave.  
Suite C-100  
Phoenix, AZ 85012

CONTACT: Marissa Ogden  
PHONE: (602)200-3910  
EMAIL: Marissa.ogden@randstadusa.com

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

CONTACT: Cindy Tucker  
PHONE: 602-364-1347  
EMAIL: cindy.tucker@azdoa.gov

### Temporary Staffing Services

1. In accordance with Special Terms and Conditions, Paragraph 21, Term of Contract, on Page 18, the aforementioned contract is hereby extended for an additional one-year period.
  - 1.1 The above referenced contract shall be extended from March 31, 2015 to April 1, 2016.
  - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Paragraph 12, Insurance Requirements on Page 13 shall be submitted for the third Term of the contract through March 31, 2016.
  - 1.3 All other terms and conditions remain the same.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature

2/29/15  
Date

Kent Peters  
Vice President of  
Contract Management  
Printed/Typed Name and Title



February 12, 2015

Signature Date

Cynthia L. Tucker  
Cynthia L Tucker, Sr. Procurement Officer  
Printed/Typed Name and Title

## **ATTACHMENTS I-II**





# Attachment I

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Description: Temporary Staffing Services

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State of Arizona  
State Procurement Office  
100 N.15th Ave., Suite 201  
Phoenix, AZ 85007

## OFFEROR'S KEY PERSONNEL

Answer all questions thoroughly. This Attachment shall be completed for all key personnel in the administration of any resultant contract under this solicitation. A separate resume may be attached as supplemental information, but shall not take the place of this attachment. **Answers such as "See attached Resume" will not be accepted.** If resumes are included please also reference the position on the resume.

Regional Vice President

Travis Laird

**Position**

**Employee Name**

### Current Information

<b>Position Currently Held in Firm</b>	Regional Vice President
<b>Years With Firm</b>	7 years
<b>Years in Current Position</b>	5 months
<b>Years Experience in Role</b>	4 years
<b>Percentage of Employee's Time Dedicated to This Contract</b>	35%, based on volume

### Related Experience

<b>Project Name</b> State of Arizona		
<b>Job Title</b> Branch Manager, Area Vice President, Regional Vice President	<b>Project Begin Date</b> October 2005	<b>Project Ending Date</b> present
<b>Duties Performed Related to Proposed Position</b> Support temporary staffing services for 20 agencies and 115 points-of-contact within the State of Arizona. Staff between 300-750 temporary positions annually for the Department of Revenue, Department of Economic Security and Department of Administration.		
<b>Project Name</b> JPMorgan Chase		
<b>Job Title</b> Branch Manager, Area Vice President, Regional Vice President	<b>Project Begin Date</b> July 2008	<b>Project Ending Date</b> present
<b>Duties Performed Related to Proposed Position</b> Strategic staffing supplier for JPMorgan Chase who is contracted to processes federal documents for the U.S. Department of Homeland Security. Peak season high volume recruiting of 350+ data entry and application and processing clerks with 2-week lead time. Multi-channel recruiting, assessment screening, coordinate processing of FBI fingerprint screening forms, customized on-boarding process, and 24/7 on-call service provided for department managers.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

- Continuing to serve as the State of Arizona's single point-of-contact, Travis Laird will leverage his intimate understanding of your business environment and corporate culture and act as the single point-of-contact for all customer service issues. Travis will be responsible for maintaining service continuity, ensuring service commitments and providing challenge resolution across all participating Randstad offices. (page 24, paragraph 1)
- Disclose education as it relates to providing services, expertise and experience (this shall relate to subcontractors as well) pertaining to the staff that will be providing services in a possible resultant contract. (page 25, paragraph 4)
- Regular monitoring of client service level commitments (page 21, paragraph 1)



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State of Arizona Account Manager

Marissa Ogden

Position

Employee Name

### Current Information

Position Currently Held in Firm	Assistant Branch Manager
Years With Firm	7
Years in Current Position	2.5
Years Experience in Role	7
Percentage of Employee's Time Dedicated to This Contract	95%

### Related Experience

Project Name State of Arizona		
Job Title State of Arizona Account Manager	Project Begin Date 2006	Project Ending Date Present
Duties Performed Related to Proposed Position Provide qualified temporary staff to over 30 State Agencies and co-op members. Adhere to compliance guidelines and provide Agency-specific orientations as required. Continually build and maintain relationships with over 120 State of Arizona and co-op member points-of-contact. Staff over 300 positions annually.		
Project Name Department of Revenue Tax Season Ramp-up		
Job Title State of Arizona Account Manager	Project Begin Date 2010	Project Ending Date Present
Duties Performed Related to Proposed Position Oversee staffing for the Department of Revenue during the tax season. Provide Department of Revenue-specific orientation ensuring compliance is met. Hire and manage up to 75+ employees and maintain pipeline of temps ready to go at a moment's notice.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

<p><b>Page 5, 3.1 - Temporary Staffing Categories</b> Provide qualified temporary employees for the State of Arizona and its Co-op Members by correctly identifying the appropriate job title and associated bill rate.</p> <p><b>Page 5, 4.1 - General Requirements</b> Ensure adherence to all General Requirements under Section 4 by understanding the needs of the Agency/Coop Member, by providing the temporary employee a State of AZ orientation to go over rules and regulations, and by following invoicing and PO requirements.</p> <p><b>Page 6, c.</b> Thoroughly screen talent during an interview and the assessment stage of the recruitment/hiring process to ensure qualifications and skill levels are appropriate to the open position.</p> <p><b>Page 11, A. Temporary Staffing Services</b> Follow our hiring process to deliver a high quality individual to meet the needs of the Department.</p> <p><b>Page 23, C. Experience/Background</b> Oversee additional staff that recruit and place temporary employees at the State of Arizona.</p>
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Managing Director

Kari Kippelman

Position

Employee Name

### Current Information

Position Currently Held in Firm	Managing Director
Years With Firm	4 months
Years in Current Position	4 months
Years Experience in Role	6 years
Percentage of Employee's Time Dedicated to This Contract	10-20%, based on volume

### Related Experience

Project Name State of Arizona		
Job Title District Manager/Recruiter, Kelly Services and Managing Director, Randstad	Project Begin Date May 2007	Project Ending Date present
Duties Performed Related to Proposed Position  Support temporary staffing services for various sections of the State of Arizona. Fill temporary positions, relationship management/development, invoicing, auditing, and management of temporary staff located within State departments. Also, supporting a team of recruiters who support temporary business at the State. Determine recruiting strategies to manage the account in an efficient, timely manner.		
Project Name Bank of America		
Job Title West Coast Account Manager, Pioneer Recruiting	Project Begin Date August 2011	Project Ending Date October 2012
Duties Performed Related to Proposed Position  Filled a high volume of temporary positions under tight time constraints, audited invoicing, managed temporary workforce, and designed recruiting plans to support volume in an efficient, timely manner. Account management, including relationship management/development.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

1. Provide temporary staffing support in a timely, efficient manner (page 5, 3.1 and 3.2).
2. Communicate efficiently with State departments requiring contingent workforce needs in order to fully understand the positions we are assisting with. (page. 6 – Client-specific Orientation)
3. Thoroughly screen candidates to ensure skill sets meet the requirements requested. (Page 6 – Position-specific Skill Assessment)
4. Complete on-boarding and orientation of all contractors being placed at the State to ensure they are fully prepared to abide by all requirements of the State departments. (Page 9, paragraph E)
5. Execute a specialized recruiting plan to attract top talent meeting the various needs of the State. (Page 10 – Recruiting Strategy)
6. Conduct various quality control checks to insure contingent workforce is performing to expectations. (Page 17, Performance Feedback Process)
7. Manage branch staff that assist in supporting all of the above functions for fulfilling temporary needs for the State.

## OFFEROR'S KEY PERSONNEL



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**Sr. Staffing Consultant**

**Julie Slade**

**Position**

**Employee Name**

### Current Information

<b>Position Currently Held in Firm</b>	Sr. Staffing Consultant
<b>Years With Firm</b>	12
<b>Years in Current Position</b>	12
<b>Years Experience in Role</b>	20
<b>Percentage of Employee's Time Dedicated to This Contract</b>	20% (or more as needed per order flow)

### Related Experience

<b>Project Name</b> Department of Economic Security – Child Support Enforcement Unit		
<b>Job Title</b> Sr. Staffing Consultant	<b>Project Begin Date</b> January 2001	<b>Project Ending Date</b> Present
<b>Duties Performed Related to Proposed Position</b>  Recruiting and placement for various long-term (1 year+) as well as short-term temporary and temp-to-hire assignments not only all over greater Phoenix but also for locations in Tucson and Kingman.		
<b>Project Name</b> Fender Musical Instruments Corp Offices		
<b>Job Title</b> Sr. Staffing Consultant	<b>Project Begin Date</b> September 2000	<b>Project Ending Date</b> Present
<b>Duties Performed Related to Proposed Position</b>  Recruit and place qualified candidates ranging from entry to senior level for temporary, temporary-to-hire, and direct hire staffing need.		

Identify the primary function(s) of the candidate in performing the services required by this solicitation. Indicate the corresponding solicitation/response page and paragraph number(s) within the description.

1. Provide superior junior, senior and management level candidates for temporary staffing in Accounting and Finance, Administrative/Clerical, Call Center, Data Entry, Legal, and Medical/Healthcare. (Page 5, 3.1)
2. 12 years of experience thoroughly screening all applicants in face-to-face interviews to thoroughly assess knowledge, skills, and abilities for specific positions. Administer skills assessments specifically related to the position to be performed. (Page 6 Position-specific skills assessments)
3. Complete on-boarding and orientation of all talent being placed to ensure they are fully prepared and understand expectations prior to starting assignments. (Page 8 Workplace preparedness)
4. Create a job-specific recruitment plan to recruit and retain top level talent for client specific needs and maintain a "ready to go workforce" based upon those needs, so when the client has a need, we have a team of candidates who have been interviewed, screened, referenced, and are ready to start immediately. (Page 10 Recruitment process, and page 12 talent qualification)
5. Maintain first day and then weekly contact with both client and candidate to confirm satisfaction with skills/job, overall performance and continued work ethic. (Page 11 Follow-up)
6. Complete all background screening as outlined in the contact as well as complete all E-Verify requirements, as required by law. (Pages 12 & 13 E-Verify and Background screening)



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### QUESTIONNAIRE INSTRUCTIONS:

Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named ADSP013-0000xxxx [Offeror's Name] 'Response\_Questionnaire.pdf' that contain the responses to all of the Questionnaire items ("items") listed below.

#### Responding to the Proposal:

- A. Include the item number when responding to each item.
- B. Prepare each item response in the form indicated demonstrating your ability to satisfy the Scope of Work.
- C. When an item asks Offeror to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described.
- D. Use straightforward language limited to facts, solutions to problems, and plans of proposed action.
- E. Limit the use of technical language to describing technical processes.
- F. Submit responses in the order listed below.

Please see the attached file ADSP013-0002527 Randstad Response\_Questionnaire.pdf for our response to this Attachment.

# **Exhibit B**

## **ATTACHMENT III**



# Attachment III

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## 3.1.1 Accounting

Title	Level	Description	Bill Rate
Accounting Data Entry, Entry Level	Entry Level	Enters data to support accounting team, enters items including, but not limited to, cash receipts and invoice coding. 10-key keystrokes up to 10,000.	\$15.00
Accounting Data Entry, Mid-Level	Mid Level	Duties and qualifications include that of Accounting Data Entry, Entry Level, plus a 10-key score between 11,000-12,000.	\$17.25
Accounting Data Entry, Senior Level	Senior Level	Duties and qualifications include that of Accounting Data Entry, Entry Level, plus a 10-key score of 12,000 or above.	\$19.50
Accounting Clerk, Entry Level	Entry Level	General accounting knowledge, including but not limited to accounts payable, accounts receivable, payroll, or credit and collections, verifies and looks up invoices/partial invoices to ensure accuracy, 10-key by touch, computer literate, no degree. 0-1 year of experience.	\$16.15
Accounting Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Accounting Clerk, Entry Level, plus 2-4 years of additional experience.	\$18.46
Accounting Clerk, Senior Level	Senior Level	Duties and qualifications include that of Accounting Clerk, Entry Level, plus 5+ years of additional experience.	\$20.76
Accounts Payable Clerk, Entry Level	Entry Level	Specializes in compiling and recording transactions for amounts owed from point of sale, charge slips and sales tickets, maintains all payment records. 0-1 year of experience.	\$16.73
Accounts Payable Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Accounts Payable Clerk, Entry Level, plus 2-4 years of additional experience.	\$21.35
Accounts Payable Clerk, Senior Level	Senior Level	Duties and qualifications include that of Accounts Payable Clerk, Entry Level, plus 5+ years of additional experience.	\$23.65





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Title	Level	Description	Bill Rate
Accounts Receivable Clerk, Entry Level	Entry Level	Duties include processing lockbox and payments from various departments, billing, invoicing, keeps records of all delinquent accounts, incomplete files, and credit risks, may also participate in payment collections. 0-1 year of experience.	\$17.88
Accounts Receivable Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Accounts Receivable Clerk, Entry Level, plus 2-4 years additional experience.	\$21.35
Accounts Receivable Clerk, Senior Level	Senior Level	Duties and qualifications include that of Accounts Receivable Clerk, Entry Level, plus 5+ years or more of additional experience.	\$23.65
Billing Clerk, Entry Level	Entry Level	Creates invoices and credit memos, corrects, completes and processes claims of all payer codes, generates reports according to procedures, issues invoices and updates customer file with issued invoices. 0-1 year of experience.	\$16.73
Billing Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Billing Clerk, Entry Level, plus 2-4 years of additional experience.	\$19.04
Billing Clerk, Senior Level	Senior Level	Duties and qualifications include that of Billing Clerk, Entry Level, plus 5+ years of additional experience.	\$21.35
Credit/Collections Rep, Entry Level	Entry Level	Processes and verifies applications for credit and follows up on overdue account payments, collects overdue funds from customers, which may include a variety of collection techniques. 0-1 year of experience.	\$17.88
Credit/Collections Rep, Mid-Level	Mid Level	Duties and qualifications include that of Credit/Collections Rep, Entry Level, and experience with an automated dialing system plus 2-4 years of experience.	\$19.62
Credit/Collections Rep, Senior Level	Senior Level	Duties and qualifications include that of Credit/Collections Rep, Entry Level, and experience with an automated dialing system plus 5+ years of experience.	\$21.35



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Title	Level	Description	Bill Rate
Cash Poster, Entry Level	Entry Level	Receives daily lock box from bank and various sources, may separate by payors balances or reconciles all checks received to prepare for daily positing, ensures the lockbox balances, matches electronic funds transfers to remits received making sure all balances correctly, communicate with payors, finance, bank, business office staff for questions and account research. 0-1 year of experience.	\$15.60
Cash Poster, Mid-Level	Mid Level	Duties and qualifications include that of Cash Poster, Entry Level, plus 2-4 years of additional experience.	\$17.40
Cash Poster, Senior Level	Senior Level	Duties and qualifications include that of Cash Poster, Entry Level, plus 5+ years of additional experience.	\$19.20
Payroll Clerk, Entry Level	Entry Level	Inputs data from time sheets, production records or individual time cards to computerized payroll system, balances payroll runs, produces federal, state and local tax payments, answers employee questions. 0-1 year of experience.	\$17.88
Payroll Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Payroll Clerk, Entry Level, plus 2-4 years of payroll experience.	\$21.92
Payroll Clerk, Senior Level	Senior Level	Duties and qualifications include that of Payroll Clerk, Entry Level, plus 5+ years of payroll experience.	\$23.65
Purchasing Clerk, Entry Level	Entry Level	Responsible for accepting and editing purchase request from various departments, corresponds with suppliers and other departments for quotes to prepare purchase order(s), may also take part in the buying duties.	\$19.62
Purchasing Clerk, Mid-Level	Mid Level	Duties and qualifications include that of Purchasing Clerk, Entry Level, plus 2-4 years of additional experience.	\$21.24
Purchasing Clerk, Senior Level	Senior Level	Duties and qualifications include that of Purchasing Clerk, Entry Level, plus making analytical and mathematical calculations for cost accounting and 5+ years of additional experience.	\$23.65



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Title	Level	Description	Bill Rate
Financial Services Technician Entry Level	Entry Level	Support functions for a wide variety of financial duties necessary to support the operations of a small state agency including receipt and posting of funds, payment of invoices, collection of repayments, reconciliations of expenses and funds, and assisting in the preparation of financial reports. 1-2 years of experience.	\$18.28
Financial Services Technician, Mid-Level	Mid Level	Duties and qualifications include that of Financial Services Technician, Entry Level, plus 2-4 years of additional experience.	\$22.48
Financial Services Technician, Senior Level	Senior Level	Duties and qualifications include that of Financial Services Technician, Entry Level, plus 5+ years of additional experience.	\$25.10
Bookkeeper Entry Level	Entry Level	Knowledge of spreadsheet software, general knowledge of various accounting functions such as payables, receivables, and payroll, 10-key by touch, enters and verifies transactions in general ledger accounts and journals, balances books, completes reconciliations, familiar with all bookkeeping functions involved in maintaining company financial records including cost accounting, trial balances, and profit and loss statements. 1-2 years of experience.	\$21.92
Bookkeeper, Mid-Level	Mid Level	Duties and qualifications shall include Bookkeeper, Entry Level, plus 2-4 years of additional experience.	\$25.10
Bookkeeper, Senior Level	Senior Level	Duties and qualifications shall include Bookkeeper, Entry Level, and advanced experience in balancing, reconciling, and preparing reports plus 5+ years of additional experience.	\$28.27
Full Charge Bookkeeper Entry Level	Entry Level	Codes and enters vendor and expense invoices, runs checks, bills customers and clients, and prepares bank deposits, ensures correct general ledger accounts are debited or credited accordingly, runs payroll checks and prepares monthly and quarterly tax returns, handles reconciling monthly bank statements and monitors cash flow. 1-2 years of experience.	\$23.65
Full Charge Bookkeeper, Mid- Level	Mid Level	Duties and qualifications shall include that of Full Charge Bookkeeper, Entry Level, plus 2-4 years of additional experience.	\$26.54
Full Charge Bookkeeper, Senior Level	Senior Level	Duties and qualifications shall include that of Full Charge Bookkeeper, Entry Level, plus 5+ years of additional experience.	\$29.42



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Title	Level	Description	Bill Rate
Accountant Entry Level	Entry Level	Familiarity/knowledge of basic accounting/bookkeeping terminology and concepts, knowledge of computerized/automated accounting systems, balances calculated totals with receipts, posts credit or debit detail to accounting ledgers (e.g., receivables, payables, general ledger), verifies the accuracy of vouchers, purchase orders, invoices, or payments, gathers data and researches information, must possess analytical skills. BA/BS in Accounting, Business, or Finance or has degree in progress. Entry level staff position.	\$22.79
Accountant, Mid-Level	Mid Level	Duties and qualifications shall include that of Accountant, Entry Level, as well as knowledge of accounting and bookkeeping procedures, including governmental/fund accounting knowledge, prepares financial statements and other reports, may participate in audit schedules, closings, and special projects, advanced computer experience, prepares financial reports through trial balance, identifies and corrects coding errors, knowledge of accounting systems, procedures, and theories, ability to communicate clearly and accurately, ability to train others in on-the job procedures. BA/BS in Accounting, Business, or Finance. Minimum of 3 years experience as an Accountant.	\$27.41
Accountant, Senior Level	Senior Level	Duties and qualifications shall include that of an Accountant, Mid-Level and is responsible for specific accounting functions in an area or department plus 5+ years of experience as an Accountant.	\$33.76
Tax Accountant Entry Level	Entry Level	Performs tax accounting, research and planning, has thorough knowledge of corporate and partnership tax law. BA/BS Accounting, Finance, or Business. 1-2 years of experience	\$34.62
Tax Accountant, Mid-Level	Mid Level	Duties and qualifications shall include that of Tax Accountant, Entry Level, plus 2-4 years of experience.	\$40.39
Tax Accountant, Senior Level	Senior Level	Duties and qualifications shall include that of Tax Accountant, Entry Level, plus 5+ years of experience.	\$46.15
Revenue Accountant Entry Level	Entry Level	Performs revenue-related accounting functions, has thorough knowledge of SEC and GAAP revenue recognition, reporting regulations and standards. 1-2 years of experience.	\$28.84



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Title	Level	Description	Bill Rate
Revenue Accountant, Mid-Level	Mid Level	Duties and qualifications shall include that of Revenue Accountant, Entry Level, as well as a BA/BS Accounting, Finance or Business plus 3+ years of relevant experience.	\$31.73
Revenue Accountant, Senior Level	Senior Level	Duties and qualifications shall include that of Revenue Accountant, plus 5+ years of relevant experience.	\$34.62
Benefits Accountant Entry Level	Entry Level	Perform, review and validate complex benefit calculations including retirements and survivor benefits, complex forfeitures, actuarial present value, lump sum payments, pension audits, and more, ensures compliance with applicable federal and state legislation and internal revenue service regulations, process high volume of calculations and meet deadlines with accuracy. 0-2 years of experience.	\$21.42
Benefits Accountant, Mid-Level	Mid Level	Duties and qualifications shall include that of Benefits Accountant, Entry Level, plus 3+ years of experience.	\$23.20
Benefits Accountant, Senior Level	Senior Level	Duties and qualifications shall include that of Benefits Accountant, Entry Level, plus 5+ years of experience.	\$26.21
Government Accountant Entry Level	Entry Level	Ensures agency's accounting records are accurate, research accounting issues, ability to locate investment information for disclosures, performs financial and budget analysis as needed to understand sources of funding, tax revenue, and trends in budgets. 0-2 years of experience.	\$23.08
Government Accountant, Mid-Level	Mid Level	Duties and qualifications shall include that of Government Accountant, Entry Level, plus 3+ years of experience.	\$25.96
Government Accountant, Senior Level	Senior Level	Duties and qualifications shall include that of Government Accountant, Entry Level, plus 5+ years of experience.	\$28.85
Auditor, Entry Level	Entry Level	Conducts complex audit projects, reviews records for accuracy and conformance to standards, inspects financial or operational information to ensure procedures are correct and appropriate, compiles audit findings and recommends systems and procedures. 1-3 years of experience.	\$34.62
Auditor, Mid-Level	Mid Level	Duties and qualifications shall include Auditor, Entry Level, and a BA/BS in Accounting, Finance or Business, plus 4+ years of relevant experience.	\$41.83
Auditor, Senior Level	Senior Level	Duties and qualifications shall include Auditor, Entry Level, and a BA/BS in Accounting, Finance or Business, plus 6+ years of relevant experience.	\$49.04



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Title	Level	Description	Bill Rate
Financial Analyst Entry Level	Entry Level	Performs budgeting, forecasting, strategic planning and interpretation of financial data, Excel skills include v-lookups and pivot tables, assists in the report process. 1-2 years of experience.	\$28.27
Financial Analyst, Mid-Level	Mid Level	Duties and qualifications shall include Financial Analyst, Entry Level, as well as a BA/BS in Accounting, Finance or Business plus 3+ years of relevant experience.	\$32.89
Financial Analyst, Senior Level	Senior Level	Duties and qualifications shall include that of Financial Analyst, Entry Level, the ability to complete reports, may hold an MBA plus 5+ years of relevant experience.	\$37.50
Credit Analyst Entry Level	Entry Level	Evaluates customer credit and makes credit decisions. 1+ years experience in a credit and collections function.	\$25.96
Credit Analyst, Mid-Level	Mid Level	Duties and qualifications shall include Credit Analyst, Entry Level, plus 3+ years of experience.	\$30.29
Credit Analyst, Senior Level	Senior Level	Duties and qualifications shall include Credit Analyst, Entry Level, plus 5+ years of experience.	\$34.62
Accounting Analyst, Entry Level	Entry Level	Performs accounting processes and controls, processes daily funding reconciliations for transactional activity, refers and resolves outstanding funding account items to be cleared within department standards. 1-2 years of experience.	\$29.42
Accounting Analyst, Mid-Level	Mid Level	All of the above plus identify and resolving accounting and control issues related to business and process changes. Will have 3+ years' experience.	\$33.47
Accounting Analyst, Senior Level	Senior Level	All of the above plus develop tools, reporting, and metrics to maximize investment buying. Will have 5+ years' experience.	\$37.50



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## 3.2.1 Administrative/Clerical

Title		Description	Bill Rate
Office Clerk Entry Level	Entry Level	Knowledge of basic office equipment, ability to accurately count materials/items, knowledge of standard filing systems, ability to do detailed work, performs simple mathematical calculations, and follows instructions, sorts and/or files materials according to an alphabetic, numeric, or color-coded system, delivering and collecting incoming or outgoing mail and messages, retrieving materials from files, checking files for duplicate, missing, or misfiled items collating, ability to sit or stand for long periods of time. 0-1 year of experience.	\$13.10
Office Clerk	Mid Level	Duties and qualifications include that of Office Clerk, Entry Level, plus 2-3 years of experience.	\$15.07
Office Clerk	Senior Level	Duties and qualifications include that of Office Clerk, Entry Level, plus 4+ years of experience.	\$16.86
Proofreader Entry Level	Entry Level	Knowledge of correct grammar, proofreads documents for typographical errors, completes forms, accesses information in graphs, tables, etc., correct errors in documents. 1-2 years of experience.	\$16.06
Proofreader	Mid Level	Duties and qualifications shall include that of Proofreader, Entry Level, plus 3 years of additional experience in proofreading more complex documents and tables. May proofread or translate documents in a foreign language.	\$18.76
Proofreader	Senior Level	Duties and qualifications shall include that of Proofreader, Mid-Level, plus 5 years of additional experience.	\$22.49
Records Management Entry Level	Entry Level	Counts documents, materials, etc., and groups them into batches, tabulates batch totals, assigns numeric, alpha, color codes, etc., to materials. 0-1 years of experience.	\$13.10
Records Management	Mid Level	Duties and qualifications shall include that of Records Management, Entry Level, gathers and proofreads data to be included in reports, reviews content of documents to determine correct filing, checks manual files for duplicate, missing or misfiled items, sets up manual filing systems, prepares filed materials for storage, destroys documents according to guidelines, ability to work on more than one task/project at a time. 2-4 years of experience as a Records Management Clerk.	\$15.07
Records Management, Senior Level	Senior Level	Duties and qualifications shall include that of Records Management, Mid-Level plus 5+ years of experience.	\$17.36



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Title	Level	Description	Bill Rate
Secretary Entry Level	Entry Level	Receives/places phone call, processes mail, greets and directs visitors, formats, edits, inputs, and prints documents on a typewriter or PC, skilled in using database, spreadsheet, word processing, or other software – single software. 0-1 year of experience.	\$13.10
Secretary	Mid Level	Duties and qualifications shall include that of Secretary, Entry Level, as well as the ability to compose correspondence within multiple types of software plus 2-4 years of experience.	\$14.74
Secretary	Senior Level	Duties and qualifications shall include that of Secretary, Mid-Level, as well as maintaining office supplies plus 4+ years of experience.	\$16.62
Administrative Assistant I Entry Level	Entry Level	Duties and qualifications shall include that of Secretary as well as planning and scheduling meetings, composing letters, memos, etc., preparing reports, developing charts, tables, etc. for reports, maintaining library for retrieval/updating of documents, ability to prioritize work, ability to work on more than one task at a time, ability to process records/lists on a PC, ability to utilize multiple software.	\$15.72
Administrative Assistant I	Mid Level	Duties and qualifications shall include that of Administrative Assistant I, Entry Level plus 2-4 years of experience.	\$17.36
Administrative Assistant I	Senior Level	Duties and qualifications shall include that of Administrative Assistant I, Entry Level plus 5+ years of experience.	\$19.65
Administrative Assistant II Entry Level	Entry Level	Duties and qualifications shall include that of Administrative Assistant I, Entry Level, as well as handles administrative detail, produces statistical/numerical material (column layout), follows and creates special formats to meet document requirements, ability to adapt quickly to changing conditions, ability to interact with all levels of management, ability to merge documents on a PC.	\$19.00
Administrative Assistant II	Mid Level	Duties and qualifications shall include that of Administrative Assistant 2, Entry Level, plus 2-4 years of relevant experience.	\$21.00
Administrative Assistant	Senior Level	Duties and qualifications shall include that of Administrative Assistant 2, Entry Level, plus 5+ years of relevant experience.	\$22.93





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Title	Level	Description	Bill Rate
Administrative Assistant III, Entry Level	Entry Level	Duties and qualifications shall include that of Administrative Assistant II, Entry Level as well as performs more complex administrative activities including managing projects, composes letters and reports, prepares/edits presentations, and recommends or makes purchase decisions, requires strong written and verbal communication skills, has intermediate to advanced computer skills including word processing, spreadsheet, and basic presentation or database applications, provides assistance, trains other administrative staff.	\$21.00
Administrative Assistant III,	Mid Level	Duties and qualifications shall include that of Administrative Assistant III, Entry Level, plus 2-4 years of relevant experience.	\$24.12
Administrative Assistant III,	Senior Level	Duties and qualifications shall include that of Administrative Assistant III, Entry Level, plus 5+ years of relevant experience.	\$25.72
Executive Assistant, Entry Level	Entry Level	Duties and qualifications shall include that of Secretary, Administrative Assistant I & II as well as advanced level of computer software experience, takes minutes at meetings, handles meeting arrangements, agendas, notifications, etc. Trains others, produces material with technical terminology or in a foreign language, sorts and files material using software (automated filing systems), specialized industry skill or knowledge, ability to work in a professional manner with executives from a variety of business and social backgrounds.	\$27.51
Executive Assistant,	Mid Level	Duties and qualifications shall include that of Executive Assistant, Entry Level plus 2-4 years of experience.	\$30.14
Executive Assistant,	Senior Level	Duties and qualifications shall include that of Executive Assistant, Entry Level plus 5+ years of experience.	\$35.86
Receptionist, Entry Level	Entry Level	Operates an electronic key system (EKS) or PBX. Receives, delivers, and sends mail, greets visitors and directs them to appropriate locations, maintains track of people's locations so they can be contacted, photocopies, uses a facsimile machine, verifies, and copies information on forms or records, accesses directories, knowledge of mailing and shipping procedures, ability to communicate clearly and accurately, ability to access an automated directory or learn electronic mail on a PC.	\$12.76



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Title		Description	Bill Rate
Receptionist	Mid Level	Duties and qualifications shall include Receptionist, Entry Level, as well as produces memos, letters, lists, reports, etc., receives complaints or service/repair calls, resolves customer problems on the phone with standard company responses, maintains reports, logs, or lists, provides information to callers regarding particular products/services, skilled in formatting, editing, inputting, and printing documents on a typewriter or PC, knowledge of company products and services, ability to question others to determine their specific needs, skill in using database software plus 2-4 years experience	\$14.24
Receptionist,	Senior Level	Duties and qualifications shall include that of Receptionist, Mid-Level plus 4+ years of experience.	\$17.62
DOR General Clerical, Entry Level	Entry Level	Position specifically in Document Staging, Outgoing Mailroom, Micrographics, Taxpayer Information and Assistance, License and Registration, Income Tax Processing, performs functions such as mail opening, disassembling and reassembling documents, filing and file retrieval, assures that all mail containing payments is handled appropriately, separates, sorts, arranges documents and cash receipts, quality control documents to determine their computer process ability, operates a variety of outgoing mail equipment such as trimmers, bursters, inserters, postage meters as well as incoming mail equipment such as envelope openers, hand sterilizes documents and prepares forms for bulk mailing, operates microfilm cameras, answer telephones, ability to make quick decisions on the proper disposition of documents. 0-1 year of experience.	\$11.31
DOR General Clerical, Mid-Level	Mid Level	Duties and qualifications shall include that of DOR General Clerical, Entry Level, plus 2-4 years of experience.	\$11.77
DOR General Clerical, Senior Level	Senior Level	Duties and qualifications shall include that of DOR General Clerical, Entry Level, plus 4+ years of experience.	\$12.35
DOR Error Resolution and Document Processing, Entry Level	Entry Level	Sorts and/or edits income, corporate, sales and withholding tax documents, or resolves a variety of errors which may include utilizing a PC or interpreting computer output, ability to communicate verbally and in writing with taxpayers, skilled at solving problems relative to tax documents. 0-1 year of experience.	\$11.84



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Title		Description	Bill Rate
DOR Error Resolution and Document Processing, Mid-Level	Mid Level	Duties and qualifications shall include that of DOR Error Resolution and Document Processing, Entry Level, plus 2-4 years of experience.	\$12.94
DOR Error Resolution and Document Processing, Senior Level	Senior Level	Duties and qualifications shall include that of DOR Error Resolution and Document Processing, Entry Level, plus 4+ years of experience.	\$14.34
DOR Remittance Processing, Entry Level	Entry Level	Shall be able to enter data at a rate of 10,000 keystrokes per hour with an error rate not to exceed two percent (2%), processes and/or enters various tax documents and encodes checks utilizing electronic keying equipment, ability to operate a 10-key data keyboard by touch with speed and accuracy, possess average math and accounting skills. Contractor shall test each applicant for data entry skills prior to assignment and submit scores to DOR by the day of assignment.	\$12.22
DOR Remittance Processing, Mid-Level	Mid Level	Duties and qualifications shall include that of Remittance Processing, Entry Level, plus 2-4 years of experience.	\$13.64
DOR Remittance Processing, Senior Level	Senior Level	Duties and qualifications shall include that of Remittance Processing, Entry Level, plus 5+ years of experience.	\$14.94
DOR Taxpayer Information Assistance Agent, Entry Level	Entry Level	Provide information and assistance to taxpayers by telephone, in person, or via correspondence relative to the preparation of numerous tax returns and the resolution of billing questions, knowledge of Arizona Tax Forms, statutes, rules, ability to research a problem or question in a timely manner, skilled in oral and written communication, math and accounting, and in the use of computer terminal, telephone, and office equipment. 0-1 year of experience.	\$12.99
DOR Taxpayer Information Assistance Agent, Mid-Level	Mid Level	Duties and qualifications shall include that of DOR Taxpayer Information Assistance Agent, Entry Level, plus 2-4 years of experience.	\$13.64
DOR Taxpayer Information Assistance Agent, Senior Level	Senior Level	Duties and qualifications shall include that of DOR Taxpayer Information Assistance Agent, Entry Level, plus 4+ years of experience.	\$14.94



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Title		Description	Bill Rate
DOR Data Entry Operator, Entry Level	Entry Level	Shall be able to enter data at a rate of 8,000 keystrokes per hour with an error rate not to exceed two percent (2%), shall be able to work with a limited amount of supervision, ability to run and work with scanning equipment or 2D Bar-coding equipment, ability to understand and use Data Entry equipment in an efficient manner, shall possess a working knowledge of 10-key and/or reverse 10-key keyboards which includes typing skills. Contractor shall test each applicant for data entry skills prior to assignment and submit scores to DOR by the day of assignment. 0-1 year of experience.	\$11.65
DOR Data Entry Operator, Mid-Level	Mid Level	Duties and qualifications shall include that of DOR Data Entry Operator, Entry Level, plus 2-4 years of experience.	\$11.77
DOR Data Entry Operator, Senior Level	Senior Level	Duties and qualifications shall include that of DOR Data Entry Operator, Entry Level, plus 4+ years of experience.	\$12.34
DOR Blended Remittance Processing /Data Entry Clerk	Entry Level	Shall be able to enter data at a rate of 10,000 keystrokes per hour with an error rate not to exceed two percent (2%), processes and/or enter various tax documents and encode checks utilizing electronic keying equipment, shall be able to work with a limited amount of supervision, ability to run and work with scanning equipment or 2D Bar-coding equipment, ability to operate a 10-key keyboard by touch with speed and accuracy, shall be able to understand and use Data Entry equipment in an efficient manner. shall possess a working knowledge of 10-key and/or reverse 10-key keyboards which includes typing skills, possesses average math and accounting skills, Contractor shall test each applicant for 10-key skills prior to assignment and submit scores to DOR by the day of assignment. 0-1 year of experience.	\$12.80
DOR Blended Remittance Processing /Data Entry Clerk	Mid Level	Duties and qualifications shall include that of DOR Blended Remittance Processing/Data Entry Clerk, Entry Level, plus 2-4 years of experience.	\$13.64
DOR Blended Remittance Processing /Data Entry Clerk	Senior Level	Duties and qualifications shall include that of DOR Blended Remittance Processing/Data Entry Clerk, Entry Level, plus 4+ years of experience.	\$14.94



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## 3.1.3 Call Center

Title	Level	Description	Bill Rate
Customer Service Inbound, Entry Level	Entry Level	Receives customer inquiries about a product or service, provides information to callers regarding a product or service and recording/confirming customer orders, complaints, or service information, directs calls for further problem resolution, skilled in inputting and accessing information on paper, PC, or CRT, skilled in using database, data entry, or single windows software, handles large accounts or more difficult issues, leads, teaches, guides, and/or motivates teams, first-level problem resolution. 0-1 year experience	\$13.77
Customer Service Inbound, Mid-Level	Mid Level	Duties and qualifications include that of Customer Service Inbound, Entry Level, plus 2-4 years of additional experience.	\$16.66
Customer Service Inbound, Senior Level	Senior Level	Duties and qualifications include that of Customer Service Inbound, Entry Level, plus 5+ years of additional experience.	\$18.38
Customer Service Outbound, Entry Level	Entry Level	Places outbound calls, gathers account status information, gathers customer complaint information, directs calls for further problem resolution, places large volume daily calls, handles more difficult situations, manages, guides, and motivates teams. 0-1 year experience.	\$13.77
Customer Service Outbound, Mid-Level	Mid Level	Duties and qualifications include that of Customer Service Outbound, Entry Level, plus 2-4 years of additional experience.	\$16.66
Customer Service Outbound, Senior Level	Senior Level	Duties and qualifications include that of Customer Service Outbound, Entry Level, plus 5+ years of additional experience.	\$18.38
Market Research Inbound, Entry Level	Entry Level	Receives incoming calls resulting from mass mailings or product demonstration and gather information about caller's experience and/or opinion of product or service, ability to lead, teach, guide, and motivate team. 0-1 year experience	\$13.77
Market Research Inbound, Mid-Level	Mid Level	Duties and qualifications include that of Market Research Inbound, Entry Level, plus 2-4 years of additional experience.	\$14.45
Market Research Inbound, Senior Level	Senior Level	Duties and qualifications include that of Market Research Inbound, Entry Level, plus 4+ years of additional experience.	\$15.72



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Title	Level	Description	Bill Rate
Market Research Outbound, Entry Level	Entry Level	Receives incoming calls resulting from mass mailings or product demonstration and gather information about caller's experience and/or opinion of product or service ability to lead, teach, guide, and motivate team. 0-1 year experience	\$15.07
Market Research Outbound, Mid-Level	Mid Level	Duties and qualifications include that of Market Research Outbound, Entry Level, plus 2-4 years of additional experience.	\$17.75
Market Research Outbound, Senior Level	Senior Level	Duties and qualifications include that of Market Research Outbound, Entry Level, plus 5+ years of additional experience.	\$18.03
Sales Inbound, Entry Level	Entry Level	Receives incoming calls to schedule appointments or to sell a product or service, ability to work in a goal-oriented environment, upsell as appropriate, responsible for specific accounts or geographic areas. 0-1 year experience.	\$15.72
Sales Inbound, Mid-Level	Mid Level	Duties and qualifications include that of Sales Inbound, Entry Level, plus 2-4 years of additional experience and receive calls from large accounts or difficult geographic regions. Lead, teach, guide, and/or motivate teams.	\$17.03
Sales Inbound, Senior Level	Senior Level	Duties and qualifications include that of Sales Inbound, Mid-Level, plus 5+ years of additional experience.	\$19.65
Sales Outbound, Entry Level	Entry Level	Places calls to sell a product or service, places calls to schedule appointment to sell product or service, perform with respect to quotas or sales goals, upsells as appropriate, handles specific accounts or geographic area. 0-1 year experience.	\$15.07
Sales Outbound, Mid-Level	Mid Level	Duties and qualifications include that of Sales Outbound, Entry Level, plus 2-4 years of additional experience and work with larger accounts or difficult geographic regions. Lead, teach, guide, and/or motivate teams.	\$16.66
Sales Outbound, Senior Level	Senior Level	Duties and qualifications include that of Sales Outbound, Entry Level, plus 5+ years of additional experience.	\$19.00
Collections, Entry Level	Entry Level	Places calls to customers and attempts to persuade customers to pay amount due or arranges for payment at a later date, makes recommendations for special handling or intensified collections actions, keeps record of collections and status of accounts. 0-1 year experience.	\$14.62
Collections, Mid-Level	Mid Level	Duties and qualifications include that of Collections, Entry Level, plus 2-4 years of additional experience.	\$17.62



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Title	Level	Description	Bill Rate
Collections, Senior Level	Senior Level	Duties and qualifications include that of Collections, Entry Level, plus 5+ years of additional experience.	\$21.47
Contact Center Help Desk, Entry Level	Entry Level	Screens and/or services requests, creates problem reports and provides solutions to complex issues as needed. 0-1 year experience.	\$17.91
Contact Center Help Desk, Mid-Level	Mid Level	Duties and qualifications include that of Contact Center Help Desk, Entry Level, plus 2-4 years of additional experience.	\$20.36
Contact Center Help Desk, Senior Level	Senior Level	Duties and qualifications include that of Contact Center Help Desk, Entry Level, plus 5+ years of additional experience.	\$24.97



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## 3.1.4 Data Entry

Title	Level	Description	Bill Rate
Operator I, Entry Level	Entry Level	Enters data up to 25% of the time. Approximately 5,000-9,000 keystrokes per hour. 0-1 year experience.	\$12.73
Operator I, Mid-Level	Mid Level	Duties and qualifications include that of Operator 1, Entry Level, plus 2-4 years of additional experience.	\$13.77
Operator I, Senior Level	Senior Level	Duties and qualifications include that of Operator 1, Entry Level, plus 5+ years of additional experience.	\$14.45
Operator II, Entry Level	Entry Level	Enters data more than 25% of the time. Approximately 9,000-12,000 keystrokes per hour. 0-1 year experience	\$13.77
Operator II, Mid-Level	Mid Level	Duties and qualifications include that of Operator 2, Entry Level, plus 2-4 years of additional experience.	\$15.07
Operator II, Senior Level	Senior Level	Duties and qualifications include that of Operator 2, Entry Level, plus 5+ years of additional experience.	\$15.72
Operator III, Entry Level	Entry Level	(Key Disc Operator) Production data entry, enters data more than 50% of the time. Approximately 12,000-15,000 keystrokes per hour. 0-1 year experience.	\$14.45
Operator III, Mid-Level	Mid Level	Duties and qualifications include that of Operator 3, Entry Level, plus 2-4 years of additional experience.	\$15.72
Operator III, Senior Level	Senior Level	Duties and qualifications include that of Operator 3, Entry Level, plus 5+ years of additional experience.	\$17.69
Operator IV, Entry Level	Entry Level	(Key Disc Operator) - Production data entry, enters data more than 75% of the time. Approximately 15,000+ keystrokes per hour. 0-1 year experience.	\$15.72
Operator IV, Mid-Level	Mid Level	Duties and qualifications include that of Operator 4, Entry Level, plus 2-4 years of additional experience.	\$17.03
Operator IV, Senior Level	Senior Level	Duties and qualifications include that of Operator 4, Entry Level, plus 5+ years of additional experience.	\$19.72





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### 3.1.6 Insurance

Title	Level	Description	Bill Rate
Claims Specialist, Entry Level	Entry Level	Considerable knowledge of multi-line insurance claims adjudication practice and procedures, considerable knowledge of Arizona insurance laws and of the State's self-insurance program operations, ability to investigate, research, analyze, and draw logical conclusions, ability to interpret and apply complex rules, regulations and policies, ability to establish and maintain effective working relationships with those contacted in the course of business. One year of multi-line insurance claims processing experience or two years of administrative level experience in insurance claims administration required.	\$18.38
Claims Specialist, Mid-Level	Mid Level	Duties and qualifications shall include that of Claims Specialist plus 2-4 years of additional experience.	\$21.00
Claims Specialist, Senior Level	Senior Level	Duties and qualifications shall include that of Claims Specialist plus 5+ years of additional experience.	\$25.72
Workers Compensation Specialist, Entry Level	Entry Level	Knowledge of Workers' Compensation Insurance laws, rules and regulations, EDP claims management systems, Knowledge of applicable Court of Appeals rulings and labor market publications and journals, Knowledge of Loss-of-Earning Capacity (LEC) to make appropriate awards. 1-2 years of experience.	\$18.38
Workers Compensation Specialist, Mid-Level	Mid Level	Duties and qualifications shall include that of Workers Compensation Specialist plus 3-4 years of additional experience.	\$21.00
Workers Compensation Specialist, Senior Level	Senior Level	Duties and qualifications shall include that of Workers Compensation Specialist plus 5+ years of additional experience.	\$25.72



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Title	Level	Description	Bill Rate
Claims Adjuster I, Entry Level	Entry Level	Knowledge of state government structure and functions, Knowledge of Federal/State statutes, practices and agency standards, policies and procedures applicable to insurance workers' compensation, contracts, Court of Appeal rulings and legal practices, Knowledge of civil procedure in both Federal and State court, Knowledge and understanding of insurance contracts and related law, Knowledge of workers' compensation claims management practices, Early return-to-Work Programs, EDP claims management system, Claims investigation methods, Litigation management, Ability to process subrogation. 2 years of experience required.	\$21.00
Claims Adjuster I, Mid-Level	Mid Level	Duties and qualifications include that of Claims Adjuster I as well as 2-4 years of experience.	\$23.58
Claims Adjuster I, Senior Level	Senior Level	Duties and qualifications include that of Claims Adjuster I as well as 5+ years of experience.	\$25.72
Claims Adjuster II, Entry Level	Entry Level	Duties and qualifications shall include Claims Adjuster I, Entry Level, as well as knowledge of vocational rehabilitation, structured settlements and annuities, knowledge of Americans with Disability Act and disability management and physical requirements for an extensive number of occupations, knowledge of professional medical standards of care required of hospitals, physicians and other medical personnel, knowledge of industrial manufacturing and building standards, Knowledge of litigation management to control substantial and highly complex liability and/or workers' compensation claims and/or lawsuits, skill in preserving field evidence, conduction inspections, investigating, securing, documenting, analyzing and evaluating facts surrounding claims, ability to prepare narrative, statistical report with conclusions and/or recommendations relating to property, liability, and workers' compensation claims, ability to learn State of AZ specific software.	\$23.58
Claims Adjuster II, Mid-Level	Mid Level	Duties and qualifications shall include that of Claims Adjuster II plus 2-4 years of additional experience.	\$25.72
Claims Adjuster II, Senior Level	Senior Level	Duties and qualifications shall include that of Claims Adjuster II plus 5+ years of additional experience.	\$29.86



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## 3.1.7 Legal

Title	Level	Description	Bill Rate
Legal Secretary I, Entry Level	Entry Level	Knowledge of legal terminology and legal environment required. Handling legal administrative detail. Compiling legal documents. Following and creating special formats to meet legal documentation requirements. Using single software to perform intermediate word processing functions. Ability to provide administrative support in a legal environment. Ability to adapt quickly to terminology and legal environment demands. 0-1 year of experience.	\$18.38
Legal Secretary I, Mid-Level	Mid Level	Duties and qualifications shall include that of Legal Secretary I, Entry Level plus 2-4 years of experience.	\$20.96
Legal Secretary I, Senior Level	Senior Level	Duties and qualifications shall include that of Legal Secretary I, Entry Level plus 5+ years of experience.	\$23.58
Legal Secretary II, Entry Level	Entry Level	Duties and qualifications shall include that of Legal Secretary I, as well as creates legal materials and documentation. Prepares papers and correspondence of a legal nature such as petitions, briefs, summonses, complaints, motions, and subpoenas. Administrative support in a legal environment. Using multiple software to perform intermediate to advanced word processing and/or spreadsheet functions. Experience in supporting a legal environment. Handling meeting arrangements, agendas, notifications, and deadlines. Ability to transcribe from Dictaphone equipment.	\$21.76
Legal Secretary II, Mid-Level	Mid Level	Duties and qualifications shall include that of Legal Secretary II, Entry Level plus 2-4 years of experience.	\$24.62
Legal Secretary II, Senior Level	Senior Level	Duties and qualifications shall include that of Legal Secretary II, Entry Level plus 5+ years of experience.	\$27.51



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Title	Level	Description	Bill Rate
Paralegal, Entry Level	Entry Level	A Diploma/Certification/Degree in paralegal studies from an institutionally accredited program in Arizona with American Bar Association approval; OR a law degree from an accredited law school; OR three years of verifiable full time paralegal experience; and a Notary Public Commission (If qualifying with law degree, the individual must never have been licensed attorney in any jurisdiction). Knowledge of concepts, terminology (terms of art), principles and procedures of law. Knowledge of methods and techniques of legal research and the use of statutes, codes, legal encyclopedias, reporters, and other primary and secondary sources. Knowledge of the complete civil litigation process, domestic relation's law and knowledge of criminal procedure. Conduct investigations and statistical and documentary research. Conduct legal research. Draft legal documents, correspondence, and pleadings. Summarize depositions, interrogatories, and testimony, Locate and interview witnesses. Reviews and analyzes case files; determines appropriate legal actions to be initiated.	\$27.51
Paralegal, Mid-Level	Mid Level	Duties and qualifications shall include that of Paralegal, Entry Level plus 2-4 years of experience.	\$30.78
Paralegal, Senior Level	Senior Level	Duties and qualifications shall include that of Paralegal, Entry Level plus 5+ years of experience.	\$35.89



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## 3.1.8 Light Industrial

Title	Level	Description	Bill Rate
<b>Assembly</b>			
Assembly Worker, Entry Level	Entry Level	Ability to use a variety of tools/maintenance equipment, possess manual dexterity, ability to perform repetitive work, ability to follow instructions, buffing or polishing small parts, trimming parts, transporting materials using hand trucks or dollies, packing materials or products into shipping containers, assembling components using nuts, bolts, screws or glue, assembling components using light-duty hand tools, assembling large or medium size components, performing repetitive work to meet company quotas, ability to accurately count objects or materials, ability to handle large objects, ability to transport items weighing up to 50 pounds, ability to walk, sit, or stand for long periods of time. 0-1 year of experience.	\$12.31
Assembly Worker, Mid-Level	Mid Level	Duties and qualifications shall include that of Assembly Worker, Entry Level plus 2-4 years of experience.	\$13.05
Assembly Worker, Senior Level	Senior Level	Duties and qualifications shall include that of Assembly Worker, Entry Level plus 4+ years of experience.	\$14.83
Precision Assembler, Entry Level	Entry Level	Soldering parts, wires and other small metal objects, following diagrams in blueprints, ability to handle small objects. 0-1 year of experience.	\$12.77
Precision Assembler, Mid-Level	Mid Level	Duties and qualifications shall include Precision Assembler, Entry Level plus 2-4 years of experience.	\$14.01
Precision Assembler, Senior Level	Senior Level	Duties and qualifications shall include Precision Assembler, Entry Level plus 4+ years of experience.	\$16.72
Machine Tender, Entry Level	Entry Level	Operating production machinery, setting equipment/machinery to required settings, monitoring the operation of machinery or equipment, checking whether materials or products meet standards, knowledge of basic machine operation, knowledge of safety requirements or procedures for machine operation, ability to walk, sit, or stand for long periods of time. 0-1 year of experience.	\$13.30
Machine Tender, Mid-Level	Mid Level	Duties and qualifications shall include that of Machine Tender, Entry Level plus 2-4 years of experience.	\$15.30
Machine Tender, Senior Level	Senior Level	Duties and qualifications shall include that of Machine Tender, Entry Level plus 4+ years of experience.	\$17.29



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Title	Level	Description	Bill Rate
Quality Control Inspector, Entry Level	Entry Level	Ability to accurately count materials, knowledge of safety requirements or procedures, using testing equipment to check whether materials or products meet standards, ability to identify defects and flaws, ability to walk, sit, or stand for long periods of time. 0-1 years of experience.	\$14.16
Quality Control Inspector	Mid Level	Duties and qualifications shall include that of Quality Control Inspector, Entry Level plus 2-4 years of experience.	\$16.16
Quality Control Inspector	Senior Level	Duties and qualifications shall include that of Quality Control Inspector, Entry Level plus 4+ years of experience.	\$18.15
<b>Maintenance</b>			
General Maintenance Worker	Entry Level	Performing miscellaneous general maintenance/laborer requirements, replacing simple equipment, setting up equipment (e.g., tables and chairs), wash/clean/vacuum all types of equipment, move and load equipment, clean shop, ability to retrieve objects out of reach, may be required to use various hand tools, ability to walk, sit, or stand for long periods of time, knowledge of safety procedures. 0-1 year of experience.	\$11.31
General Maintenance Worker	Mid Level	Duties and qualifications shall include that of General Maintenance Worker, Entry Level plus 2-4 years of experience.	\$11.97
General Maintenance Worker	Senior Level	Duties and qualifications shall include that of General Maintenance Worker, Entry Level plus 4+ years of experience.	\$13.50
Janitor/Custodian	Entry Level	Basic custodial duties including keep building/office clean and in orderly condition, other duties to include sweeping, vacuuming, mopping, stripping, washing and buffing floors, washing walls/windows and emptying trash, cleans lavatories, kitchen facilities and rest rooms, keeps parking lots and patios clean, sets up and tears down equipment, usually works under direct supervision but may be required to be self-directed, knowledge of equipment and materials used in custodial work, familiar with MSDS.	\$12.16
Janitor/Custodian	Mid Level	Duties and qualifications shall include that of Janitor/Custodian, Entry Level plus 2-4 years of experience.	\$14.12
Janitor/Custodian	Senior Level	Duties and qualifications shall include that of Janitor/Custodian, Entry Level plus 4+ years of experience.	\$16.35



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Title	Level	Description	Bill Rate
Groundskeeper	Entry Level	Maintaining company grounds (e.g., collecting leaves, collecting trash, cutting grass, weed control, sprinkler systems), knowledge of general grounds keeping and ability to use appropriate tools/equipment. Knowledge of safety policies and procedures. 0-1 year of experience.	\$12.11
Groundskeeper	Mid Level	Duties and qualifications shall include Groundskeeper, Entry Level plus 2-4 years of experience.	\$14.66
Groundskeeper	Senior Level	Duties and qualifications shall include Groundskeeper, Entry Level plus 4+ years of experience.	\$16.58
<b>Materials Handling</b>			
Inventory Worker,	Entry Level	Tracing and tracking movement of material/supplies, recording numbers, codes or other information, stocking shelves, departments, etc., ability to record information, ability to perform repetitive work, ability to work with detail (e.g., checking numbers, comparing lists), ability to identify flaws and defects, ability to walk, sit, or stand for long periods of time. 0-1 year of experience.	\$12.64
Inventory Worker,	Mid Level	Duties and qualifications shall include that of Inventory Worker, Entry Level plus 2-4 years of experience.	\$13.30
Inventory Worker,	Senior Level	Duties and qualifications shall include that of Inventory Worker, Entry Level plus 4+ years of experience.	\$15.63
Picker/Packer Worker	Entry Level	Filling orders or issuing supplies from stock, checking physical condition of supplies/inventory, counting materials, documents or other items, recording numbers, codes or other information, ability to work with detail (e.g., checking numbers, comparing lists), ability to record information, ability to walk, sit, or stand for long periods of time. 0-1 year of experience.	\$10.97
Picker/Packer Worker	Mid Level	Duties and qualifications shall include that of Picker/Packer Worker, Entry Level plus 2-4 years of experience.	\$11.97
Picker/Packer Worker	Senior Level	Duties and qualifications shall include that of Picker/Packer Worker, Entry Level plus 4+ years of experience.	\$12.97





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Title	Level	Description	Bill Rate
Shipping/Receiving Clerk,	Entry Level	Putting together boxes or shipping containers using glue or tape, loading and unloading product shipments, verifying and inspecting incoming materials and supplies for proper quantities and defects, placing labels, numbers, prices, etc., on boxes/materials, ability to work with detail (e.g., checking numbers, comparing lists), knowledge of proper packaging methods, ability to record information. 0-1 year of experience.	\$13.30
Shipping/Receiving Clerk,	Mid Level	Duties and qualifications shall include that of Shipping/Receiving Clerk plus 2-4 years of experience.	\$14.81
Shipping/Receiving Clerk,	Senior Level	Duties and qualifications shall include that of Shipping/Receiving Clerk plus 4+ years of experience.	\$16.32
Warehouse Worker,	Entry Level	Capable of performing general warehouse work which includes; shipping and receiving including stocking shelves, ordering inventory, unload and load trucks, move merchandise, bar coding and familiarity to inventory/stock record keeping. Knowledge of safety policies and procedures, ability to stand, sit, or walk for long periods of time, ability to lift up to 50lbs. 0-1 year of experience.	\$12.82
Warehouse Worker,	Mid Level	Duties and qualifications shall include that of Warehouse Worker, Entry Level plus 2-4 years of experience.	\$14.30
Warehouse Worker,	Senior Level	Duties and qualifications shall include that of Warehouse Worker, Entry Level plus 4+ years of experience.	\$15.78



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## 3.1.9 Marketing

Title	Level	Description	Bill Rate
<b>Detailing</b>			
Detailing Representative,	Entry Level	Arranges products according to a plan-o-gram. Rotates stock. Replaces damaged equipment. Maintains stock and supplies. Monitors conditions and pricing of merchandise, ability to count materials/items, ability to identify flaws in objects, ability to stand, sit, or walk for long periods of time. 0-1 year of experience.	\$12.75
Detailing Representative,	Mid Level	Duties and qualifications shall include Detailing Representative, Entry Level as well as sets up merchandise displays, evaluates product display effectiveness in attracting shoppers' attention, performs simple record keeping, ability to record information plus 2-3 years of experience.	\$13.55
Detailing Representative,	Senior Level	Duties and qualifications shall include Detailing Representative, Mid-Level, plus 4+ years of experience.	\$14.41
<b>Sales &amp; Promotion</b>			
Sampler,	Entry Level	Distributes samples of a product or coupon, describes product benefits, counts materials/items. 0-1 year of experience.	\$12.75
Sampler,	Mid Level	Duties and qualifications shall include that of Sampler, Entry Level, plus 2-4 years of experience.	\$13.55
Sampler,	Senior Level	Duties and qualifications shall include that of Sampler, Entry Level, plus 4+ years of experience.	\$15.07
Demonstrator,	Entry Level	Sets up and conducts product demonstrations, assists customers in selecting merchandise for purchase, receives cash and making change, fills out forms/reports, ability to convince others to purchase a product, ability to effectively communicate in front of a group, skilled in operating a calculator, adding machine, or cash register. 0-1 year of experience.	\$13.55



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Title	Level	Description	Bill Rate
Demonstrator,	Mid Level	Duties and qualifications shall include that of Demonstrator, Entry Level, plus 2-4 years of experience.	\$15.72
Demonstrator,	Senior Level	Duties and qualifications shall include that of Demonstrator, Entry Level, plus 4+ years of experience.	\$17.27
<b>Trade Shows &amp; Seminars</b>			
Host/Hostess,	Entry Level	Additional duties and qualifications shall include Host/Hostess 1 as well as the following at a minimum: Registering people at conventions, seminars, or other events. Accepting registration fees, performing simple record keeping, preparing name badges, and checking rosters.	\$13.77
Host/Hostess,	Mid Level	Duties and qualifications shall include that of Host/Hostess, Entry Level, plus 2-4 years of experience.	\$14.25
Host/Hostess,	Senior Level	Duties and qualifications shall include that of Host/Hostess, Entry Level, plus 4+ years of experience.	\$17.03
Booth Attendant,	Entry Level	Receives and posts messages for attendees of conventions, trade shows, or seminars, greets, screens, and directs visitors, uses rosters/program schedules to keep track of people's locations so they can be contacted, ability to work on more than one task at a time. 0-1 year of experience.	\$13.10
Booth Attendant,	Mid Level	Duties and qualifications shall include that of Booth Attendant, Entry Level, plus 2-4 years of experience.	\$14.41
Booth Attendant,	Senior Level	Duties and qualifications shall include that of Booth Attendant, Entry Level, plus 4+ years of experience.	\$17.03



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### 3.1.10 Medical Healthcare

Title	Level	Description	Bill Rate
Medical Biller I,	Entry Level	Processes participant information from claims, processes provider information from claims, prepares documentation for mailing, prepares document files, skilled in using mainframe, spreadsheet, database, or other single software, knowledge of manual/automated filing systems, ability to accurately access/input data into a computer, knowledge of medical terminology required. 0-1 year of experience.	\$13.77
Medical Biller I,	Mid Level	Duties and qualifications shall include that of Medical Biller, Entry Level, as well as utilizes records tracking protocols, knowledge of alphabetical and numeric file systems, ability to access and input data utilizing single software, files, maintains, and reviews medical records for completeness, knowledge of alpha, numeric, and terminal digit file systems, intermediate to advanced knowledge of multiple software, experience in medical records processing and maintenance. 2+ years of experience.	\$15.07
Medical Biller I,	Senior Level	Duties and qualifications shall include that of Medical Biller, Mid-Level, plus 4+ years of experience.	\$16.66
Medical Biller II,	Entry Level	Duties and qualifications shall include Medical Biller, Mid-Level as well as prepares claims documentation utilizing ICD-9 and CPT coding, 1500, UBs, processes/verifies documentation for accuracy, compiles medical documentation files, places/receives phone calls, obtains insurance authorizations, intermediate to advanced knowledge of multiple software, experience with medical coding and insurance authorization procedures. 2 years of experience.	\$15.72
Medical Biller II,	Mid Level	Duties and qualifications shall include that of Medical Biller II, Entry Level, plus 3-4 years of experience.	\$18.38
Medical Biller II,	Senior Level	Duties and qualifications shall include that of Medical Biller II, Entry Level, plus 4+ years of experience.	\$22.93



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Title	Level	Description	Bill Rate
Medical Records Clerk,	Entry Level	Files, maintains, and reviews medical records for completeness, knowledge of alpha, numeric, and terminal digit file systems, intermediate to advanced knowledge of multiple software, experience in medical records processing and maintenance, knowledge of medical terminology required. 0-1 year of experience.	\$13.77
Medical Records Clerk,	Mid Level	Duties and qualifications shall include that of Medical Records Clerk, Entry Level, plus 2-4 years of experience.	\$15.72
Medical Records Clerk	Senior Level	Duties and qualifications shall include that of Medical Records Clerk, Entry Level, plus 4+ years of experience.	\$17.36
Medical Secretary,	Entry Level	Handles medical administrative detail, compiles medical documents, follows and creates special formats and meets medical documentation requirements, performs intermediate word processing functions, creates medical materials and documentation, administrative support in a medical environment. 0-1 year of experience.	\$16.66
Medical Secretary,	Mid Level	Duties and qualifications shall include that of Medical Secretary, Entry Level, as well as uses multiple software to perform intermediate to advanced word processing and/or spreadsheet functions, experience in supporting a medical environment, handles meeting arrangements, agendas, notifications, and deadlines, ability to transcribe from Dictaphone equipment, plus 2-4 years of experience.	\$18.34
Medical Secretary,	Senior Level	Duties and qualifications shall include that of Medical Secretary, Mid-Level, plus 4+ years of experience.	\$21.62



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Title	Level	Description	Bill Rate
Medical Claims Processor,	Entry Level	General knowledge of claims adjudication, validates the information on all medical claims received, thoroughly reviews and ensures that there is no missing or incomplete information, ability to obtain missing information through phone calls or emails, uses internal system to record claim and follows up on lapsed cases, knowledge of ICD-9, CPT, and/or HCPCS coding and HIPAA regulations, ability to read and interpret general business correspondence, procedure manuals, and specific plan documents, ability to solve practical problems and deal with a variety of concrete variables in situations where only limited standardization exists, excellent keyboarding skills, ability to perform basic math functions – addition, subtraction, multiplication, and division. 0-1 year of experience.	\$17.36
Medical Claims Processor,	Mid Level	Duties and qualifications shall include that of Medical Claims Processor, Entry Level, as well as produces correspondence, spreadsheets and compile presentations, reviews more complex claims, ability and interest in training, assisting supervisor with questions from others.	\$20.96
Medical Claims Processor,	Senior Level	Duties and qualifications shall include that of Medical Secretary, Mid-Level, plus 5+ years of experience.	\$24.12



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## 3.1.11 Special Expertise

Title	Level	Description	Bill Rate
Technical Writer	Entry Level	Works in a variety of multimedia formats to author training manuals, references materials and articles for technical and non-technical audiences. Must have excellent writing and grammar skills in addition to relevant technical knowledge.	\$27.51
Technical Writer	Mid Level	Duties and qualifications shall include that of Technical Writer, Entry Level, plus 2-4 years of experience.	\$32.17
Technical Writer	Senior Level	Duties and qualifications shall include that of Technical Writer, Entry Level, as well as a Degree in Technical Writing, Journalism or a specific technical field as required.	\$37.50

(End of Solicitation)



## Legislation Description

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**File #:** 15-264, **Version:** 1

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### **APPROVAL CONFIRMATION OF AN EMERGENCY PURCHASE FROM HEWLETT PACKARD**

Staff Contact: Tom Duensing, Director, Finance and Technology

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

This is a request for the City Council to confirm the approval of an emergency purchase from Hewlett Packard (HP) for desktop PCs and Laptops to replace failing equipment Citywide, as well as servers needed for the PeopleSoft HRMS project in an amount not to exceed \$189,000.

#### **Background**

Technology projects and replacement schedules are funded as part of the City's annual budget process. These planned purchases occur within Council approved budget limits and under agreements approved by Council or in accordance with City policy.

A request to amend Linking Agreements with our primary hardware supplier, Insight Public Sector Inc., was tabled at the 01/27/2015 and the 03/24/2015 Voting Meetings with a request that staff provide an overview of funding and costs associated with maintaining the City's technology infrastructure and a review of technology contracting. The technology review was then provided at the 04/07/2015 Council Workshop. Due to the delay in the approval of these agreements, an emergency purchase was needed to maintain City functions and services. The upgrade of the City's PeopleSoft HRMS software for HR and Financials requires new servers for this time sensitive project. These servers must be onsite and running for a minimum of 4 weeks before moving into production. It was critical the servers be ordered so they could be ready to support an anticipated may go-live. In addition, the City's stock of replacement PCs and laptops had been depleted and has reached critical levels. Due to age of the City's desktop PCs (average 9 years), equipment is rapidly failing. A stock of PCs is needed so that equipment can be systematically replaced; as well as being able to replace equipment at has completely failed in a timely manner.

In accordance with City code section 2-147 (a), the Materials Manager may procure and contract for supplies and services without compliance with the formal purchase requirements when there has been a determination that an emergency purchase is necessary. Also in accordance with the City code section 2-147 (b), the Finance and Technology Director, as the department head, determined the emergency purchase was valid due to the critical nature of the servers needed to support the PeopleSoft HRMS project. As well as ensuring the City did not run out of desktop PCs and Laptops to replace failing equipment.

Finance Administrative Policy No. 8 regarding Emergency Purchase of Materials and Supplies states "For purchases of \$50,000 or more, the Materials Manager will advise the City Manager's Office of the emergency condition and request approval". The Finance & Technology Director, Tom Duensing, requested and received City Manager approval of the emergency purchase on March 26<sup>th</sup>. The emergency purchase



policy also states that “Emergency purchases exceeding the formal purchase limit of \$50,000 shall require the approval confirmation of the City Council.”

**Analysis**

This action will confirm the approval of an emergency purchase from Hewlett Packard for servers, desktop PCs and Laptops. The purchase was made following the emergency provisions of the city code and all applicable city policies.

**Budget and Financial Impacts**

This equipment was budgeted for and will be purchased from the Technology Replacement Fund. Purchases will not exceed the approved emergency purchase amount of \$189,000.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$189,000</b>	<b>1140-11530-521000 and 551400, Technology Replacement Fund</b>

Capital Expense? Yes

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  
Hewlett Packard**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of \_\_\_\_\_, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Hewlett Packard, a \_\_\_\_\_ corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. WSCA/NASPRO ("WSCA") on August 28, 2009 entered into Contract Number ADSPO10-00000005 with the State of Arizona ( the "Participating Addendum"), a copy of which is incorporated into this Agreement by this reference.

B. The City is permitted to purchase the goods and services described in the Participating Addendum without further public bidding, and the Participating Addendum 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 Participating Addendum.

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 Participating Addendum, Contractor consents to the City's utilization of the Participating Addendum 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 expires on either (1) June 30, 2015, (2) whenever the Participating Addendum expires, or (3) when the City reaches any similar agreement with any other vendor (and notifies Contractor in writing of such agreement), whichever comes first.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor will provide City the supplies, goods or services Contractor provided the State of Arizona under the Participating Addendum. The parties agree that the products and services contained in Participating Addendum may change from time to time pursuant to the Participating Addendum, and that the prices City pays for any supplies, goods or services will match the prices the State of Arizona pays for such items (at the time the City makes any purchases) under the Participating Addendum.
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Participating Addendum for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The “City of Glendale” shall be substituted for “State of Arizona” or similar reference to the State of Arizona throughout the Participating Addendum.

### 3. Compensation.

The City may from time to time elect to purchase goods and services from Contractor pursuant to this Agreement and the Participating Addendum, and the City will comply with all applicable laws and ordinances regarding procurement and approval of such purchases. The total purchase price for the goods and services authorized in this Agreement is not to exceed Two Hundred Thousand Dollars and zero Cents (\$200,000).

### 4. Non-discrimination.

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.

[SIGNATURES ON FOLLOWING PAGE]

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

“City”

City of Glendale, an Arizona  
municipal corporation

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

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

**Hewlett-Packard Company**

HP

By: 

Name: Nancy Lenkowski

Title: Contract Administrator

Date: 4/2/2015

Approved as to Form:

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

WSCA/NASPO PC Contracts 2009-2014  
Computer Equipment, Peripherals, and Related Services



**PARTICIPATING ADDENDUM**

Between

**HEWLETT PACKARD COMPANY**

And

**THE STATE OF ARIZONA**

Master Price Agreement Number B27164  
State of Arizona Contract Number: **EPS100001-01**

**1. Scope**

This Addendum covers the WSCA/NASPO PC Contracts 2009-2014 (Computer Equipment, Peripherals and Related Services) lead by the State of Minnesota for use by state agencies and other entities located in the Participating State authorized by that state's statutes to utilize state contracts. This Participating Addendum (PA) to the Western States Contracting Alliance (WSCA) Computer contract is for the elective use of the State of Arizona, its departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by the A.R.S. 41-2632.

**2. Participation**

Use of specific WSCA/NASPO cooperative contract by state agencies, political subdivisions and other entities (including cooperatives) authorized by an individual state's statutes to use state contracts are subject to the approval of the respective State Chief Procurement Official. Issues of interpretation and eligibility for participation are solely within the authority of the State Chief Procurement Official.

Using Agencies shall include Arizona State agencies, boards and commissions and members of the State Purchasing Cooperative. An up-to-date list of State Purchasing Cooperative members may be found at [http://www.azdoa.gov/agencies/spo/api\\_coop.asp](http://www.azdoa.gov/agencies/spo/api_coop.asp)

**3. Changes**

The following items under the Master Price Agreement (MPA) are hereby changed.

**3.1. Additions**

**3.1.1. State of Arizona Terms and Conditions**

(See Attachment 3.1), attached and incorporated herein by reference.

**3.1.2. Federal Immigration and Nationality Act.**

By entering into the Contract, the Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA) and all other Federal immigration laws and regulations related to the immigration status of its employees. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the U.S. Department of Labor's Immigration and Control Act, for all employees performing work under the Contract. I-9 forms are available for download at USCIS.GOV. The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State suspect or find that the Contractor or any of its subcontractors are not in compliance, the State may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

**3.1.3. IT 508 Conformance.**

Contractor Product(s) to be delivered under this Addendum will, at the time of their shipment, support the accessibility standards of the United States Architectural Transportation Barriers Compliance Board set out in 36 C.F.R. Part 1194, as described in our HP Voluntary Product Accessibility Template (VPAT) for each product listed on [www.hp.com/accessibility](http://www.hp.com/accessibility). The VPAT was developed by the Information Technology Industry Council (ITI) and the Government Services Administration (GSA) as a means for IT companies to provide information describing how products "conform" to Section 508 standards and to assist US Federal Agencies in their market research for

**PARTICIPATING ADDENDUM**  
**HEWLETT PACKARD COMPANY**  
State of Arizona Contract Number: EPS100001-01  
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products. HP was the first company to publicly publish VPATs in 2001 to help US Federal Agencies comply with Section 508, and we continue to publish detailed VPATs for HP products. Contractor Product Accessibility information is available at <[http://www.hp.com/hpinfo/abouthp/accessibility/check\\_product.html](http://www.hp.com/hpinfo/abouthp/accessibility/check_product.html)>, and searchable by product description or part number at <<http://vausnzpro.austin.hp.com/508Accessibility/>>.

**3.1.4. Offshore Performance of Work Prohibited.**

Due to security and identity protection concerns, direct services under this contract shall be performed within the borders of the United States. Any services that are described in the specifications or scope of work that directly serve the State of Arizona or its clients and may involve access to secure or sensitive data or personal client data or development or modification of software for the State shall be performed within the borders of the United States. Unless specifically stated otherwise in the specifications, this definition does not apply to indirect or 'overhead' services, redundant back-up services or services that are incidental to the performance of the contract. This provision applies to work performed by subcontractors at all tiers. In no event will the State or its clients grant access to Contractor to any secure or sensitive data or personal client data or development.

**3.1.5. Pandemic Contractual Performance.**

3.1.5.1. Contractor represents that it has business continuity of operations policies and procedures in place to address Contractor's performance in the event of a medical pandemic. The Participating State may require a general overview of the plan, on an annual basis, by written request to Contractor. Any disclosure of Contractor's plan is at Contractor's discretion and disclosure of the plan or an overview will be subject to Contractor's imposed restrictions. The plan may include alternative methods to ensure there are products in the supply chain through Contractor's resellers, or purchase recommendations

3.1.5.2. In the event of a medical pandemic, as declared by the Governor of Arizona, U.S. Government or the World Health Organization, which makes performance of any term under this contract impossible or impracticable, the State shall have the right after the official declaration of a pandemic to temporarily void the contract(s) in whole or specific sections if the contractor cannot perform to the standards agreed upon in the initial terms. In such event the State shall not incur any liability for undelivered orders if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and, once the pandemic is officially declared over and/or the Contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

**3.1.6. Business Operations in Iran and Sudan.**

In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Iran. In accordance with A.R.S. 35-397, the Contractor hereby certifies that the contractor does not have scrutinized business operations in Sudan.

**3.1.7 Compliance Requirements for A.R.S. § 41-4401, Government Procurement: E-Verify Requirement.**

3.1.7.1. The contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section ARS § 23-214, Subsection A. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the E-Verify program.")

3.1.7.2. A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3.1.7.3. Failure to comply with a State audit process to randomly verify the employment records of contractors and subcontractors shall be deemed a material breach of the contract and the contractor may be subject to penalties up to and including termination of the contract.

3.1.7.4. The State Agency retains the legal right to inspect the papers of any employee who works on the contract to ensure that the contractor or subcontractor is complying with the warranty under paragraph 1.

**3.1.8. Purchase Order Citation Requirement**

All purchase orders issued by purchasing entities with the jurisdiction of this Addendum must include the Participating State contract number EPS100001-01, and the Master Price Agreement Number B27164

**3.1.9. Compliance with reporting requirements of the "American Recovery and Reinvestment Act of 2009" ("ARRA")**

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If or when contractor is notified by ordering entity that a specific purchase or purchases are being made with ARRA funds, contractor agrees to comply with the data element and reporting requirements that are legally required of providers of goods and related services. Ordering entity is responsible for informing contractor as soon as the ordering entity is aware that ARRA funds are being used for a purchase or purchases. Contractor will provide any required report to the ordering entity as required by law. The Contractor, as it relates to purchases under this contract, is not a subcontractor or subgrantee, but simply a provider of goods and related services.

**3.2. Deletions**

**3.2.1. Band 5 Equipment**

Notwithstanding any future amendments, this PA is limited to servers, desktops, laptops, printers and storage. PDA's will not be procured by the State of Arizona under this contract.

**3.2.2. Wireless.**

No wireless services shall be purchased under this PA.

**3.2.3. Software**

Software other than the Operating System and HP branded software is not available under this PA. Imaging of Software purchased and licensed from other State accepted sources is permitted under the PA.

**3.2.4. Product leases**

Lease agreements for products are not available under this PA.

**3.3. Revisions**

**3.3.1. Software Licensing**

Notwithstanding any future amendments, this PA is limited to the sale of computer hardware, peripherals and all licensed software and operating system software included therein. All applications and operating system software shall be purchased by the manufacturer either through their own pricing agreement or through a separate contract between the State and a Software Value Added Reseller (SVAR). The computer hardware contractor shall work in cooperation with the State's SVAR and the purchasing entity to ensure that computer hardware purchased under this contract shall be delivered to the purchasing entity with the desired software purchased and tracked through the State's SVAR contract. All software requests shall be captured and reported through the State's SVAR.

**3.3.2. Servicing subcontractors**

Only those HP Authorized subcontractors and/or resellers and service providers listed at the HP/State WSCA/NASPO Contract website at [www.hp.com/buy/arizona](http://www.hp.com/buy/arizona) are eligible to support the Price Agreement. Servicing subcontractors shall not be added to or removed from this list without the knowledge and concurrence of the State. An amendment for this purpose shall not be necessary. The listing shall include the authorized subcontractor and/or resellers name and contact information and small businesses, women-owned business enterprises, and minority-owned business enterprises shall be clearly indicated. The listed HP authorized subcontractors and/or reseller agents and service providers are those providers included in HP's Partner One Reseller and/or Reseller Agent Program, and as approved by the Participating Entity and HP. Orders and payments are to be handled by HP directly.

**3.3.3. Reporting and Fees**

**3.3.3.1. Reporting**

The contractor shall be required to furnish quarterly contract usage reports to the State Procurement Office (SPO), in a format that is mutually agreed upon, at no additional cost to the State.

**3.3.3.2. Administrative Fee**

Contractor shall assess administrative fees in the amount of one percent (1%) of all sales occurring under this Addendum, not including taxes, to members of the State Purchasing Cooperative. An updated list of State Purchasing Cooperative members may be found at the following URL: <http://azdoa.gov/spo/agency-resources/az-purchasing-coop/arizona-purchasing-cooperative>. At its option, the State may expand the applicability of this fee with prior written notice and mutual agreement of Contractor. Contractor shall not assess the administrative fee in the form of a line item in their invoices. Rather, the Contractor shall include the amount of the administrative fee in their unit prices for all products and services available under the Addendum. All administrative fees shall be remitted to the State Procurement Office at 100 N. 15<sup>th</sup> Avenue, Suite 104, Phoenix,

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HEWLETT PACKARD COMPANY**

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AZ 85007, no later than thirty (30) days following the end of the calendar quarter in which the fee was assessed. Calendar quarters shall include the months of January through March, April through June, July through September, and October through December. Contractor's failure to collect or remit administrative fees in a timely manner may result in the State exercising any recourse available under the Contract or as provided by law.

**3.3.4. Term of Contract**

Notwithstanding any future amendments, this PA shall begin on September 1, 2009 and continue for three (3) years, through August 31, 2012. The State, at its sole option, may extend the PA for two (2) additional one-year terms, or one additional two-year term, if the Master Price Agreement is still valid.

**3.3.5. Travel**

When requested, in writing, from the Using Agency to perform work that requires overnight accommodations, the Using Agency will reimburse the contractor in accordance with the current rates specified in the Rules and Regulations applicable to State employee's travel. The contractor shall itemize all per diem and lodging charges. State rates may be located at [www.gao.state.az.us](http://www.gao.state.az.us).

**4. Primary Contacts**

The primary government contact individuals for this Addendum (or their named successors) are as follows:

**Lead State**

Name: Bernadette Kopischke  
Address: 112 Admin Bldg, St Paul, MN 55155  
Telephone: (651) 201-2450  
Fax: (651) 297-3996  
E-mail: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

**Contractor**

Name: Debra Lee  
Address: 442 Swan Blvd., Deerfield, IL 60015  
Telephone: 847.537.0344  
Fax: 847.572.1336  
E-mail: [debra.lee@hp.com](mailto:debra.lee@hp.com)

**State of Arizona**

Name: Maureen L. McGovern  
Address: State Department of Administration, State Procurement Office  
100 North 15<sup>th</sup> Avenue #104, Phoenix AZ 85007  
Telephone: 602.542.9125  
Fax: 602.542.5508  
E-mail: [Maureen.mcgovern@azdoa.gov](mailto:Maureen.mcgovern@azdoa.gov)

**5. Entirety of the Agreement**

This Addendum and the Master Price Agreement together with its exhibits, set forth the entire agreement between the parties with respect to the subject matter of all previous communications, representations or agreements, whether oral or written, with respect to the subject matter hereof. Terms and conditions inconsistent with, contrary or in addition to the terms and conditions of this Addendum and the Master Price Agreement, together with its exhibits, shall not be added to or incorporated into this Addendum or the Master Price Agreement and its exhibits, by any subsequent purchase order or otherwise, and any such attempts to add or incorporate such terms and conditions are hereby rejected. The terms and



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conditions of this Addendum and the Master Price Agreement and its exhibits shall prevail and govern in the case of any such inconsistent or additional terms. This Addendum applies only in the jurisdiction of the Participating State or Participating Entity which has executed this Addendum.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the final signature date of below.

**HEWLETT PACKARD COMPANY**

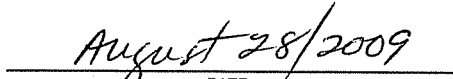
**STATE OF ARIZONA**

  
SIGNATURE

  
SIGNATURE

Chris Backs  
Contract Negotiator

James Scarboro  
Deputy State Procurement Administrator

  
DATE

**AUGUST 28, 2009**  
DATE

## Attachment 3.1

### State of Arizona Terms and Conditions

#### 1. Definition of Term

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

"Attachment" means any item specifically referenced herein and required to be included as a part of this Participating Addendum.

"Contract Means" means the terms and conditions set forth in Amendment 3.1 and are hereby incorporated into the Participating Addendum

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" or "Manufacturer" means the Hewlett Packard Company.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"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.

"Materials" means all property, including equipment, supplies, printing, insurance and leases of property but does not include land, a permanent interest in land or real property or leasing space.

"Participating State" or "Participating Entity" means the State of Arizona.

"Procurement Officer" means the person, or his or her designee, duly authorized by the State to enter into and administer Contracts and make written determinations with respect to the Contract.

"Purchasing Entity" means a Participating State or another legal entity, such as a political subdivision, properly authorized by the Participating State to enter into an agreement for the purchase of goods and/or services described in this contract.

"Subcontract" means any Contract, express or implied, between the Contractor and another party or between a subcontractor and another party delegating or assigning, in whole or in part, the making or furnishing of any material or any service required for the performance of the Contract.

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

"State Fiscal Year" means the period beginning with July 1 and ending June 30.

#### 2. Contract Interpretation

##### 2.1. Arizona Law

The Arizona law applies to this Contract including, where applicable, the Uniform Commercial Code as adopted by the State of Arizona and the Arizona Procurement Code, Arizona Revised Statutes (A.R.S.) Title 41, Chapter 23, and its implementing rules, Arizona Administrative Code (A.A.C.) Title 2, Chapter 7.

##### 2.2. Implied Contract Terms

Each provision of law and any terms required by law to be in this Contract are a part of this Contract as if fully stated in it.

##### 2.3. Relationship of Parties

The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.

##### 2.4. Severability

The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.

##### 2.5. No Parole Evidence

This Contract is intended by the parties as a final and complete expression of their agreement. No course of prior dealings between the parties and no usage of the trade 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 term or condition of the Contract shall not be deemed a waiver of that term or 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. Contract administration and operation**

**3.1. Records**

Contractor shall comply with the requirements of A.R.S. § 35-214 and § 35-215.

**3.2. Non-Discrimination**

The Contractor shall comply with State Executive Order No. 99-4 and all other applicable Federal and State laws, rules and regulations, including the Americans with Disabilities Act.

**3.3. Audit**

Contractor shall comply with the requirements of ARS § 35-214.

**3.4. Facilities Inspection and Materials Testing**

In the event of pre-payment, the Contractor agrees to permit access into its facilities and, subcontractor facilities, at reasonable times for inspection of the materials provided under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines material noncompliance of the materials ordered under a particular purchase order, the Contractor shall be responsible for the payment of all reasonable costs incurred by the State for testing and inspection.

**3.5. Advertising, Publishing and Promotion of Contract**

The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

**3.6. Property of the State; Ownership of Documents**

Any reports, computer programs, studies, photographs, negatives, databases, computer programs, or other documents ("Created Materials") first created by Contractor in the performance of its obligations under this Contract and paid for by the State are the sole property of the State. Created Materials shall not include the preexisting intellectual property or modifications thereto of the Contractor. The Contractor is not entitled to a patent or copyright on those Created Materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State. Notwithstanding the foregoing, Contractor shall be entitled to a worldwide, irrevocable, royalty-free license to use and modify any Created Materials that directly pertain to information technology infrastructure.

**3.7. Ownership of Intellectual Property**

Reference Section 12 of MPA

**4. Costs and Payments**

**4.1. Payments**

Payments shall comply with the requirements of A.R.S. Titles 35 and 41, Net 30 days. Upon receipt and acceptance of goods or services in accordance with the MPA, the Contractor shall submit a complete and accurate invoice for payment from the State for payment within thirty (30) days of invoice date.

**4.2. Delivery**

Reference Section 10A of MPA

**4.3. Applicable Taxes**

4.3.1. Payment of Taxes. The Contractor shall be responsible for paying all applicable taxes arising under this Contract that are normally attributable to the Contractor.

4.3.2. State and Local Transaction Privilege Taxes. The State of Arizona is subject to all applicable state and local transaction privilege taxes. Transaction privilege taxes apply to the sale and are the responsibility of the seller to remit. Failure to collect such taxes from the buyer does not relieve the seller from its obligation to remit taxes.

4.3.3. Tax Indemnification. Contractor and all subcontractors shall pay all Federal, state and local taxes applicable to its operation and any persons employed by the Contractor. To the extent that Contractor fails to pay for such taxes normally attributable to the Contractor, Contractor shall, and require all subcontractors to hold the State harmless from any responsibility for taxes, damages and interest, if applicable, contributions required under Federal, and/or state and local laws and regulations and any other costs

including transaction privilege taxes, unemployment compensation insurance, Social Security and Worker's Compensation. The State agrees to give prompt written notice to the Contractor in the event it is notified regarding taxes due that are attributable to Contractor.

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current IRS W9 Form on file with the State of Arizona, unless not required by law.

#### **4.4. Availability of Funds for the Next State fiscal year**

Funds may not presently be available for performance under this Contract beyond the current state fiscal year, No legal liability on the part of the State for any payment may arise under this Contract beyond the current state fiscal year until funds are made available for performance of this Contract.

#### **4.5. Availability of Funds for the current State fiscal year**

Should the State Legislature enter back into session and reduce the appropriations or for any reason and these goods or services are not funded, the State may take any of the following actions:

4.5.1. Accept a decrease in price offered by the, contractor

4.5.2. Cancel the Contract

4.5.3. Cancel the contract and re-solicit the requirements.

### **5. Contract changes**

#### **5.1. Amendments**

This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.

#### **5.2. Subcontracts**

The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract. The State is deemed to have accepted Servicing Subcontractors authorized by the Contractor and subcontractors that are properly identified under any applicable Statement of Work.

#### **5.3. Assignment and Delegation**

The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

### **6. Risk and Liability**

#### **6.1. Risk of Loss.**

Reference Section 10 of MPA

#### **6.2. Indemnification**

Reference Section 24 of MPA

#### **6.3. Indemnification - Patent and Copyright**

Reference Section 12 of MPA

#### **6.4. Force Majeure.**

6.4.1. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force majeure. The term "*force majeure*" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; riots; strikes; mobilization; labor disputes; civil disorders; fire; flood; lockouts; injunctions-intervention-acts; or failures or refusals to act by government authority; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence.

6.4.2. Force Majeure shall not include the following occurrences:

6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;

6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or

6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

6.4.4. Any delay or failure in performance by either party hereto shall not constitute default hereunder or give rise to any claim for damages or loss of anticipated profits if, and to the extent that such delay or failure is caused by force majeure.

#### **6.5. Third Party Antitrust Violations**

The Contractor assigns to the State any claim for overcharges resulting from antitrust violations to the extent that those violations concern materials or services supplied by third parties to the Contractor, toward fulfillment of this Contract.

### **7. Warranties**

#### **7.1. Liens**

The Contractor warrants that the materials supplied under this Contract are free of third party liens and shall remain free of liens.

#### **7.2. Quality**

Reference Section 11A of MPA

#### **7.3. Fitness**

Reference Section 11A3 of MPA

#### **7.4. Inspection/Testing**

The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of materials provided such inspection or testing does not violate the express restrictions of the accompanying warranty or payment for the materials by the State.

#### **7.5. Compliance with Applicable Laws**

The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable licenses and permit requirements.

#### **7.6. Survival of Rights and Obligations after Contract Expiration or Termination**

7.6.1. Contractor's Representations and Warranties. All warranties made by the Contractor under this Contract shall survive the expiration or termination of the Contract for the original duration of the term of the warranty. In addition, the parties hereto acknowledge that pursuant to A.R.S. § 12-510, except as provided in A.R.S. § 12-529, the State is not subject to or barred by any limitations of actions prescribed in A.R.S., Title 12, Chapter 5.

7.6.2. Purchase Orders. The Contractor shall, in accordance with all terms and conditions of the Contract, fully perform and shall be obligated to comply with all purchase orders received by the Contractor prior to the expiration or termination hereof, unless otherwise directed in writing by the Procurement Officer, including, without limitation, all purchase orders received prior to but not fully performed and satisfied at the expiration or termination of this Contract.

### **8. State's Contractual Remedies**

#### **8.1. Right to Assurance**

If the State in good faith has reason to believe that the Contractor does not intend to, or is unable to perform or

continue performing under this Contract, the Procurement Officer may demand in writing that the Contractor give a written assurance of intent to perform. Failure by the Contractor to provide written assurance within the number of Days specified in the demand may, at the State's option, be the basis for terminating the Contract under the Uniform Terms and Conditions or other rights and remedies available by law or provided by the contract.

## **8.2. Stop Work Order**

8.2.1. The State may, prior to the time of shipment of ordered Equipment, by written order to the Contractor, require the Contractor to stop all or any part, of the work called for by this Contract for period(s) of days indicated by the State after the order is delivered to the Contractor. The order shall be specifically identified as a stop work order issued under this clause. Upon receipt of the order, the Contractor shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to the work covered by the order during the period of work stoppage. The duration of the Stop Work Order shall be reasonable in length and for cause.

8.2.2. If a stop work order issued under this clause is canceled or the period of the order or any extension expires, the Contractor shall resume work. The Procurement Officer shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.

## **8.3. Non-exclusive Remedies**

The rights and the remedies of the State under this Contract are not exclusive.

## **8.4. Nonconforming Tender**

Materials or services supplied under this Contract shall materially comply with the relevant terms of the Contract. The delivery of materials or services or a substantial portion of the materials or services that do not materially comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may, after written notice to the designated representative of the Contractor that provides a reasonable period of time for Contractor to provide a cure of the non-compliance, terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under this Agreement or pursue any other right or remedy available to it.

## **8.5. Right of Offset**

As limited by the limitation of liability, the State shall be entitled to offset against any sums due the Contractor, any reasonable expenses or costs incurred by the State, or damages awarded to the State concerning the Contractor's non-conforming and uncured performance or material breach of performance under the Contract.

## **9. Contract Termination**

### **9.1. Cancellation for Conflict of Interest**

Pursuant to A.R.S. § 38-511, the State may cancel this Contract within three (3) years after Contract execution without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting or creating the Contract on behalf of the State is or becomes at any time while the Contract or an extension of the Contract is in effect an employee of or a consultant to any other party to this Contract with respect to the subject matter of the Contract. The cancellation shall be effective when the Contractor receives written notice of the cancellation unless the notice specifies a later time. If the Contractor is a political subdivision of the State, it may also cancel this Contract as provided in A.R.S. § 38-511.

### **9.2. Gratuities**

The State may, by written notice, terminate this Contract, in whole or in part, if the State determines that employment or a Gratuity was offered or made by the Contractor or a representative of the Contractor to any officer or employee of the State for the purpose of influencing the outcome of the procurement or securing the Contract, an amendment to the Contract, or favorable treatment concerning the Contract, including the making of any determination or decision about contract performance. The State, 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 Contractor.

### **9.3. Suspension or Debarment**

The State may, by written notice to the Contractor, immediately terminate this Contract if the State determines that the Contractor has been debarred, suspended or otherwise lawfully prohibited from participating in any public procurement activity, including but not limited to, being disapproved as a subcontractor of any public procurement unit or other governmental body. Submittal of an offer or execution of a contract shall attest that the contractor is not currently suspended or debarred. If the contractor becomes suspended or debarred, the contractor shall immediately notify the State.

### **9.4. Termination for Convenience**

The State reserves the right to terminate the Contract, in whole or in part at any time, when in the best interests of the

State without penalty or recourse. Upon receipt of the written notice, the Contractor shall stop all work, as directed in the notice, notify all subcontractors of the effective date of the termination and minimize all further costs to the State. The Contractor shall be entitled to receive just and equitable compensation for work in progress, work completed and materials accepted delivered before the effective date of the termination. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply. Vendor shall have the right to terminate for convenience in the event the Master Price Agreement is terminated. If the Vendor terminates the MPA for convenience, Vendor shall provide the State of Arizona the same notice period as given to the Lead State. The cost principles and procedures provided in A.A.C. R2-7-701 shall apply.

#### **9.5. Termination for Default**

9.5.1. In addition to the rights reserved in the contract, the State may terminate the Contract in whole or in part due to the failure of the Contractor to materially comply with any material term or condition of the Contract, to acquire and maintain all required insurance policies, bonds, licenses and permits, or to make satisfactory progress in performing the Contract. The Procurement Officer shall provide written notice of the termination and the reasons for it to the Contractor along with a reasonable period of time to provide a cure.

9.5.2. Upon termination under this paragraph, all deliverable materials, documents, data and reports first created by the Contractor pursuant to performing under the Contract shall become the property of and be delivered to the State upon demand and payment for same.

9.5.3. The State may, upon termination of a Purchase Order of this Contract for cause, procure, on terms and in the manner that it deems appropriate, materials or services to replace those in default under a Purchase Order of this Contract. The Contractor shall be liable to the State for any excess costs incurred by the State in procuring materials or services in substitution for those due from the Contractor to the extent that such excess costs do not exceed the limitation of liability in cases where indemnification liability does not apply and the State has first allowed the Contractor a reasonable opportunity to cure the default.

#### **9.6. Continuation of Performance through Termination**

The Contractor shall continue to perform, in accordance with the requirements of the Contract, up to the date of termination, as directed in the termination notice.

#### **10. Contract Claims**

All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted there under.

#### **11. Arbitration**

The parties to this Contract may agree to resolve all disputes arising out of or relating to this contract between the parties 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).

#### **12. Insurance**

##### **12.1. Indemnification**

Reference Section 24 of MPA

##### **12.2. INSURANCE REQUIREMENTS**

Vendor shall procure and maintain, until all of their obligations, including any warranty periods under this Contract, are satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the purchase and or use of the commodity.

The *insurance requirements* herein are minimum requirements for this Contract and in no way limit the indemnity covenants contained in this Contract. The State of Arizona in no way warrants that the minimum limits contained herein are sufficient to protect the Vendor from liabilities that might arise out of the purchase and use of the commodities sold under this Contract by the Vendor, his agents, representatives, employees or subcontractors and Vendor is free to purchase such additional insurance as may be determined necessary.

##### **12.2.1. SCOPE AND LIMITS OF INSURANCE**

Contractor shall provide coverage at least as broad and with limits of liability as those stated below.

##### **12.2.1.1. Commercial General Liability — Occurrence Form**

Policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

General Aggregate	\$2,000,000
Products — Completed Operations Aggregate	\$1,000,000
Personal and Advertising Injury	\$1,000,000
Fire Legal Liability	\$50,000
Blanket Contractual Liability —Written and Oral	\$1,000,000
Each Occurrence	\$1,000,000

The policy shall, by blanket endorsement, include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor.

**12.2.1.2. Automobile Liability**

Bodily Injury and Property Damage for any owned, hired, and/or non-owned vehicles used in the performance of this Contract.

Combined Single Limit (CSL)	\$1,000,000
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The policy shall, by blanket endorsement, include the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor, involving automobiles owned, leased, hired or borrowed by the Contractor.

**12.2.1.3. Worker's Compensation and Employers' Liability**

Workers' Compensation Statutory Employers' Liability

Each Accident	\$ 500,000
Disease — Each Employee	\$ 500,000
Disease — Policy Limit	\$1,000,000

This requirement shall not apply to: Separately, EACH contractor or subcontractor exempt under A.R.S. 23-901, and Men such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

**12.3. ADDITIONAL INSURANCE REQUIREMENTS**

The policies are to contain, or be endorsed by blanket endorsement to contain, the following provisions:

12.3.1. The State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees wherever additional insured status is required such additional insured shall be included up to the full limits of liability purchased by the Contractor.

12.3.2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.

12.3.3. Coverage provided by the Contractor shall not be limited by the liability assumed under the indemnification provisions of this Contract.

**12.3. NOTICE OF CANCELLATION**

Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits without Contractor endeavoring to provide thirty (30) days prior written notice to the State of Arizona. Such notice shall be sent directly to the State of Arizona Primary Contact identified in the PA and shall be sent by certified mail, return receipt requested.

**12.4. ACCEPTABILITY OF INSURERS**

Insurance is to be placed with duly licensed or approved non-admitted insurers in the State of Arizona with an "A.M. Best" rating of not less than A- VII, except for its wholly owned captives. The State of Arizona in no way warrants that the above-required minimum insurer rating is sufficient to protect the Vendor from potential insurer insolvency.

**12.5. VERIFICATION OF COVERAGE**

Contractor shall furnish the State of Arizona with certificates of insurance (ACORD form or equivalent approved



by the State of Arizona) as required by this Contract. The certificates for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf.

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

All certificates required by this Contract shall be sent directly to the State of Arizona's Primary Contact. The State of Arizona project/contract number and project description are to be noted on the certificate of insurance. The State of Arizona reserves the right to require complete summaries of all insurance policies required by this Contract at any time. **DO NOT SEND CERTIFICATES OF INSURANCE TO THE STATE OF ARIZONA'S RISK MANAGEMENT SECTION.**

#### **12.6. APPROVAL**

Any modification or variation from the insurance requirements in this Contract must have prior approval from the State of Arizona Department of Administration, Risk Management Section, whose decision shall be final. Such action will not require a formal contract amendment, but may be made by administrative action.

#### **12.7. EXCEPTIONS**

In the event the Contractor or sub-contractor(s) is/are a public entity, then the Insurance Requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance. If the contractor or sub-contractor(s) is/are a State of Arizona agency, board, commission, or university then none of the above shall apply.



JANICE K. BREWER  
Governor

DAVID RABER  
Interim Director

**ARIZONA DEPARTMENT OF ADMINISTRATION**  
STATE PROCUREMENT OFFICE  
100 North 15<sup>th</sup> Avenue, Suite 104, Phoenix, Arizona 85007  
(602) 542-5511 (main) (602) 542-5508 (fax)  
<http://www.azdoa/spo>

**PARTICIPATING ADDENDUM (PA) AMENDMENT**

**Contractor Name:** Hewlett Packard  
**State of AZ PA Number:** ADSPO10-00000005 (WSCA MPA #B27164)  
**Contract Description:** Computer Equipment, Peripherals, and Related Services  
**Amendment Number:** 1

To clarify the PA, the above referenced contract is hereby amended as follows:

1. Delete clause 3.2.1. 'Band 5 Equipment' under section '3.2. Deletions.'
2. Insert the following as clause '3.2.1. Equipment', under section '3.2. Deletions'.  
Notwithstanding any future amendments, and referencing the MPA section '14. Product and Service Schedule': this PA is limited to the following:  
Band 1 – Servers  
Band 2 – Workstations  
Band 3 – Printers  
Band 4 – Storage Solutions  
Band 6 – Instructional Packages (Bundles)  
Band 7 – Monitors  
Operating Systems  
The following are not allowed under this PA: Band 5 – PDAs; Local Area Networks; Digital Projectors.

3. State of Arizona PA number EPS100001-01 has been changed to ADSPO10-00000005. All other terms and conditions shall remain unchanged.

This Amendment Approved and Agreed to by the signatures of the parties to the contract as shown:

**HEWLETT PACKARD**

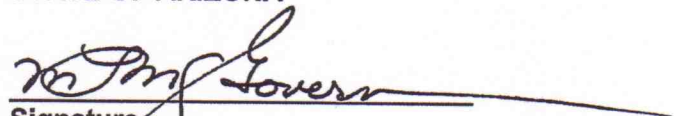
  
\_\_\_\_\_  
Signature

Chris Backs (Print Name)

Contract Negotiator (Print Title)

Date Signed: October 12, 2009

**STATE OF ARIZONA**

  
\_\_\_\_\_  
Signature

Maureen L. McGovern  
Senior Procurement Specialist  
ADOA/SPO

Date Signed: Oct 9, 2009



# Contract Amendment

AZ DEPT. OF ADMINISTRATION  
STATE PROCUREMENT OFFICE

100 N. 15<sup>TH</sup> AVE., STE. 201

Phoenix, AZ 85007

CONTRACT NO.: ADSPO10-00000005

PAGE  
1

WSCA Computers, Printers, Servers, Storage, and  
Peripherals, B27164, State of Arizona PA

OF  
1

AMENDMENT NO.: Two (2)

**CONTRACTOR:**

Hewlett Packard  
11445 Compaq Center Drive W  
Houston TX 77070

**CONTACT:** Debra Lee

**PHONE:** 847-537-0344

**EMAIL:** debra.lee@hp.com

**STATE AGENCY:**

AZ Department of Administration (ADOA)  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Ste.201  
Phoenix, AZ 85007

**CONTACT:** Terri Johnson

**PHONE:** 602- 542-9125

**EMAIL:** terri.johnson@azdoa.gov

The above referenced Contract is amended as follows:

1. Pursuant to Attachment 3.1 State of Arizona Terms and Conditions, Paragraph 5.1, Amendments, the following change shall apply;
  - 1.1 Paragraph 3.2 Deletions, subparagraph 3.2.4 Product Leases shall be changed to read,
 

Lease Agreements for products are not available under this PA for State Agencies, however, any other Authorized Purchaser may do so.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.

THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.

*Sylvia A. Miller* | 11/28/2011  
SIGNATURE DATE

*Terri Johnson* | 11-28-11  
SIGNATURE DATE

Sylvia A Miller  
Contracts Administrator  
PRINTED/TYPED NAME AND TITLE

Terri Johnson,  
Senior Procurement Specialist  
TYPED NAME AND TITLE





# Contract Amendment

Contract No.: **ADSP010-00000005**

Amendment No.: **Four (04)**

PAGE  
1 OF 1

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**

Hewlett Packard Company  
442 Swan Blvd.  
Deerfield, IL 60015

**CONTACT: Debra Lee**  
**PHONE: 847-537-0344**  
**EMAIL: [debra.lee@hp.com](mailto:debra.lee@hp.com)**

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT: Delia A. Walters**  
**PHONE: 602-542-9125**  
**EMAIL: 602-542-5508**


## WSCA Computers Equipment Peripherals and Related Services State of Arizona Participating Agreement

1. The above mentioned Participating Agreement is hereby extended from September 01, 2014 to December 31, 2014.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature Date **8/5/2014**

 **08-05-2014**  
Signature Date

Nancy Lenkowski  
**Contract Administrator**  
Printed/Typed Name and Title

Delia A. Walters  
**Procurement Supervisor**  
Printed/Typed Name and Title



# Contract Amendment

Contract No.: **ADSP010-00000005**

Amendment No.: **Five (05)**

PAGE  
1 OF 1

State of Arizona  
State Procurement Office  
100 N. 15<sup>TH</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTRACTOR:**

Hewlett Packard Company  
442 Swan Blvd.  
Deerfield, IL 60015

**CONTACT:** Debra Lee  
**PHONE:** 847-537-0344  
**EMAIL:** [debra.lee@hp.com](mailto:debra.lee@hp.com)

**STATE AGENCY:**

AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Avenue, Suite 201  
Phoenix, AZ 85007

**CONTACT:** Delia A. Walters  
**PHONE:** 602-542-9125  
**EMAIL:** 602-542-5508

## WSCA Computers Equipment Peripherals and Related Services State of Arizona Participating Agreement

1. The above mentioned Participating Agreement is hereby extended from December 31, 2014 to March 31, 2015 or until such time as a new WSCA Computers Equipment Peripherals and Related Services Master Agreement has been awarded and a new Participating Agreement has been agreed to and executed, whichever comes first.
2. All other terms, conditions and provisions remain unchanged.

This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

The above referenced contract amendment is hereby executed this date by the State.

  
Signature Date 12/1/2014

  
Signature Date 12/01/2014

Nancy Lenkowski  
Contract Administrator  
Printed/Typed Name and Title

Delia A. Walters  
Procurement Supervisor  
Printed/Typed Name and Title



# Contract Amendment

AZ DEPT. OF ADMINISTRATION  
STATE PROCUREMENT OFFICE  
100 N. 15<sup>TH</sup> AVE., STE. 201

CONTRACT NO.: ADSPO10-00000005  
WSCA COMPUTER EQUIPMENT, PERIPHERALS AND  
RELATED SERVICES, ARIZONA PARTICIPATING  
ADDENDUM

PAGE  
1

AMENDMENT NO.: Six (6)

OF  
1

Phoenix, AZ 85007

### CONTRACTOR:

**Hewlett Packard**  
442 Swan Blvd  
Deerfield, IL 60015

**CONTACT:** Debra Lee  
**PHONE:** 847-531-0344  
**EMAIL:** debra.lee@hp.com

### STATE AGENCY:


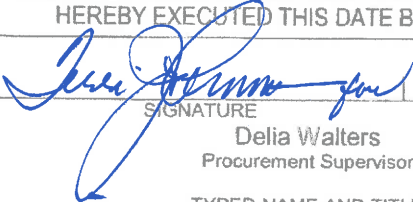
AZ Department of Administration  
State Procurement Office  
100 N. 15<sup>th</sup> Ave., Ste.  
Phoenix, AZ 85007

**CONTACT:** Delia Walters  
**PHONE:** 602- 542-9125  
**EMAIL:** delia.walters@azdoa.gov

## WSCA COMPUTER EQUIPMENT, PERIPHERALS AND RELATED SERVICES STATE OF ARIZONA PARTICIPATING ADDENDUM

1. The above mentioned Participating Addendum is hereby extended from March 31, 2015 to June 30, 2015 or until such time as a new Participating Addendum has been agreed to and executed.

### ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT AND UNDERSTANDING OF THE ABOVE AMENDMENT.		THE ABOVE REFERENCED CONTRACT AMENDMENT IS HEREBY EXECUTED THIS DATE BY THE STATE.	
	3/13/2015		3/13/15
SIGNATURE	DATE	SIGNATURE	DATE
Nancy Lenkowski, Contractor Administrator		Delia Walters Procurement Supervisor	
PRINTED/TYPED NAME AND TITLE		TYPED NAME AND TITLE	

**WESTERN STATES CONTRACTING ALLIANCE**  
**MASTER PRICE AGREEMENT**  
for  
**COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES**

Number B27164

This Agreement is made and entered into by Hewlett Packard Company, Hewlett-Packard Company, 11445 Compaq Center Drive W, Houston, TX 77070 ("Contractor" or "HP") and the State of Minnesota, Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Purchasing Entities.

**RECITALS**

**WHEREAS**, the State has the need to purchase and the Contractor desire to sell; and, **WHEREAS**, the State has the authority to offer contracts to CPV members of the State of Minnesota and to other states.

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

**INTENT AND PURPOSE**

The intent and purpose of this Agreement is to establish a contractual relationship with equipment manufacturers to provide, warrant, and offer maintenance services on **ALL** Products proposed in their response to the RFP issued by the State of Minnesota. Delivery, support, warranty, and maintenance may be provided by the Contractor using subcontractors. The Contractor agrees to take legal responsibility for the warranty and maintenance of all Products furnished under this Agreement. The Contractor is responsible for the timeliness and quality of all Services provided by individual subcontractors. Subcontractor participation will be governed by individual Participating Entities, who have the sole discretion to determine if they will accept Services from a subcontractor.

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process, and if the Contractor submitted copies of its lease agreements with its response to the RFP. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. The agreements are located in Exhibit C, Value-Added Services.



The Agreement is **NOT** for the purchase of major, large hardware or hardware and software offerings. In general, individual units/configurations for servers and storage (SANs, etc.) should not exceed \$300,000 each. Desktop per unit/configuration costs should not exceed \$100,000. Printers of all types and monitors per unit/configuration costs should not exceed \$50,000 each. It is the expressed intent of some of the Participating States to set this level at not to exceed \$25,000 each, or \$50,000. Contractors must be willing to comply with these restrictions by agreeing to supply Products in those price ranges only. This **IS NOT** a restriction on how many units/configurations can be purchased, but on the value of each individual unit/configuration. Individual Participating States and Participating Entities may set specific limits in a participating addendum above these limits, with the prior approval of the WSCA Directors; or may set specific limits in a participating addendum below these limits.

Contractors may offer, but participating states and entities do not have to accept, limited professional services related **ONLY** to the equipment and configuration of the equipment purchased through the Agreement.

## 1. Definitions

**“Announced Promotional Price”** are prices offered nationally to specific categories of customers (Consumer, Business or government) for defined time periods under predefined terms and conditions.

**“Consumables”** those items that are required for the operation of the Equipment offered or supplied which are consumed over time with the purchaser’s use of the equipment are included – printer cartridges, batteries, projector bulbs, etc. Consumables such as magnetic media, paper and generally available office supplies are excluded.

**“Configuration”** in most instances in this document means a total system configuration. This may include more than one model or part number (or SKU), or a combination of hardware, software, and configuring of the system to make the system work.

**“Contract”** means a binding agreement for the procurement of items of tangible personal property or Services. Contract and Master Price Agreement are used interchangeably in this document.

**“Contractor”** means the successful Responder who enters into a binding Master Price Agreement. The Contractor is responsible for all sales, support, warranty, and maintenance services for the Products included in this Agreement. The Contractor must manufacture or take direct, non-assignable, legal responsibility for the manufacture of the equipment and warranty thereof. For the purposes of this Contract, the term Contractor and Contract Vendor are synonymous.

**“CPV Member”** is any governmental unit having independent policy making and appropriating authority, that is a member of Minnesota’s Cooperative Purchasing Venture (CPV) program.

**“CPV Program.”** The Cooperative Purchasing Venture (CPV) program, as established by Minn. Stat. § 16C.03, subd. 10, authorizes the commissioner of

Administration to "enter into a cooperative purchasing agreement for the provision of goods, services, and utilities with [governmental entities] ..., as described in section 471.59, subdivision 1." Based on this authority, the commissioner of Administration, through the Materials Management Division (MMD), enters into a joint powers agreement that designates MMD as the authorized purchasing agent for the governmental entity. It is not legal for governmental entities that are not members of the CPV program to purchase from a State contract. Vendors are free to respond to other solicitations with the same prices they offer under a contract, but that is not considered use of the "State contract price."

**"Cumulative Volume Discount"** refers to the increased discounts by Product group or Band under the HP Product and Service Schedule (PSS) which may be offered by HP based on HP's evaluation of its pricing policies and structures on a periodic six month basis. If Cumulative Volume Discounts are recommended by HP, HP's written request for the increased discount is submitted to the WSCA/NASPO Contract Administrator for approval. The increased Cumulative Volume Discount is effective for orders after the later date of receipt of approval from the WSCA/NASPO Contract Administrator or the effective date specified in the HP written request for approval.

**"Documentation"** refers to manuals, handbooks, and other publications listed in the PSS, or supplied with Products listed in the PSS, or supplied in connection with Services. Documentation may be provided on magnetic media or may be downloaded from the Contractor's web site.

**"E-Rate"** is a program sponsored by the Federal Communications Commission whereby educational and other qualifying institutions may purchase authorized technology at reduced prices.

**"Educational Discount Price"** means the price offered in a nationally announced promotion, which is limited to educational customers only.

**"Equipment"** means workstations, desktop, laptop (includes Tablet PC's), handheld (PDA) devices, projectors, servers, printers, monitors, computing hardware, including upgrade components such as memory, storage drives, and spare parts. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in this RFP or subsequent contracts. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item.

**"FCC"** means the Federal Communications Commission or successor federal agency. In the event of deregulation, this term applies to one or more state regulatory agencies or other governing bodies charged to perform the same, or similar, role.

**"General Price Reduction Price"** means the manufacturer's suggested retail price (MSRP) offered to consumer, business or governmental purchasers at prices lower than PSS pricing. General price reduction prices will be reflected in the PSS as soon as practical.

**"Lead State"** means the State conducting this cooperative solicitation and centrally administering any resulting Master Price Agreement(s). For this Master

Price Agreement, the Lead State is Minnesota.

**“Mandatory”** The terms “must” and “shall” identify a mandatory item or factor.

**“Manufacturer”** means a company that, as its primary business function, designs, assembles, owns the trademark/patent and markets computer equipment including workstations, desktop computers, laptop (includes Tablet PC's) computers, handheld (PDA) devices, servers, printers, and storage solutions/auxiliary storage devices. The manufacturer must provide direct un-infringed unlimited OEM warranties on the Products. The manufacturer's name(s) shall appear on the computer equipment. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

**“Master Price Agreement”** means the contract that MMD will approve that contains the foundation terms and conditions for the acquisition of the Contractor's Products and/or Services by Purchasing Entities. The “Master Price Agreement” is a permissive price agreement. In order for a Purchase Entity to participate in a Master Price Agreement, the appropriate state procurement official or other designated procurement official must be a Participating State or Participating Entity.

**“Materials Management Division” or “MMD”** means the procurement official for the State of Minnesota or a designated representative.

**“NASPO”** means the National Association of State Procurement Officials

**“Participating Addendum” or “Participating Addenda”** means a bilateral agreement executed by the Contractor and a Participating State or political subdivision of a State that clarifies the operation of the price agreement for the State or political subdivision concerned, e.g. ordering procedures specific to a State or political subdivision and other specific language or other requirements. Terms and conditions contained in a Participating Addendum shall take precedence over the corresponding terms in the master price agreement. Additional terms and conditions, including but not limited to payment terms, may be added via the Participating Addendum. However, a Participating Addendum may not alter the scope of this Agreement or any other Participating Addendum. ***Unless otherwise specified, the Participating Addendum shall renew consecutively with the Master Price Agreement.*** One digitally formatted, executed copy of the Participating Addendum must be submitted to the WSCANASPO Contract Administrator PRIOR to any orders being processed.

**“Participating State” or “Participating Entity”** means a member of NASPO (Participating State) or a political subdivision of a NASPO member (Participating Entity) who has indicated its intent to participate by signing an Intent to Participate, where required, or another state or political subdivision of another state authorized by the WSCA Directors to be a party to the resulting Master Price Agreement.

**“PDA”** means a Personal Digital Assistant and refers to a wide variety of handheld and palm-size PCs, and electronic organizers. PDA's usually can store phone numbers, appointments, and to-do lists. PDA's can have a small keyboard, and/or have only a special pen that is used for input and output. The

PDA can also have a wireless fax modem. Files can be created on a PDA which is later entered into a larger computer. NOTE: For this procurement, all Tablet PC's are NOT considered PDA's. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

**“Peripherals”** means any Product that can be attached to, added within, or networked with personal computers or servers, including but not limited to storage, printers (including multifunction network printers), scanners, monitors, keyboards, projectors, uninterruptible power supplies and accessories. Software, as defined in the RFP, is not considered a peripheral. Adaptive/Assistive technology devices are included as well as configurations for education. Peripherals may be manufactured by a third party, however, Contractor shall not offer any peripherals manufactured by another contractor holding a Master Price Agreement without the prior approval of the WSCA/NASPO Contract Administrator. AUDIO VISUAL PRODUCTS (digital cameras, televisions, whiteboards, etc.) are NOT included in the contract. The exception to this definition is whiteboards, which can be sold as part of the Instructional Bundles, but not as a stand-alone item. The Contractor(s) shall provide the warranty service and maintenance for Equipment on a Master Price Agreement as well as a Takeback Program.

**“Permissive Price Agreement”** means that placement of orders through the Price Agreement is discretionary with Purchasing Entities. They may satisfy their requirements through the Price Agreement without using statutory or regulatory procedures (e.g., invitations for bids) to solicit competitive bids or proposals. Purchasing Entities may, however, satisfy requirements without using the Price Agreement as long as applicable procurement statutes and rules are followed.

**“Per Transaction Multiple Unit Discount”** means Purchasing Entity-specific, transaction(s)-specific, large volume negotiated price based on firm quantity and configuration buys during a set timeframe (also referred to as “Big Deal” pricing).

**“Political Subdivision”** means local public governmental subdivisions of a state, as defined by that state's statutes, including instrumentalities and institutions thereof. Political subdivisions include cities, counties, courts, public schools and institutions of higher education.

**“Price Agreement/Master Price Agreement”** means an indefinite quantity contract that requires the Contractor to furnish Products or Services to a Purchasing Entity that issues a valid Purchase Order.

**“Procurement Manager”** means the person or designee authorized by MMD to manage the relationships with WSCA, NASPO, and Participating States/Participating Entities.

**“Product(s)”** means personal computer equipment, peripherals, LAN hardware, pre-loaded Software, and Network Storage devices, but not unrelated services. The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.

**“Products and Services Schedule Prices”** or **“PSS”** refers to a complete list, grouped by major Product and/or Service categories, of the Products and

Services provided by the contractor that consists of an item number, item description and the Purchasing Entity's price for each Product or Service. All such Products and Services shall be approved by the WSCA/NASPO Contract Administrator prior to being listed on a Contractor-supplied web site accessed via a URL. The Contractor(s) shall provide the warranty service and maintenance for all Equipment listed on the PSS on a Master Price Agreement as well as a Takeback Program.

**“Purchase Order”** means an electronic or paper document issued by the Purchasing Entity that directs the Contractor to deliver Products or Services pursuant to a Price Agreement.

**“Purchasing Entity”** means a Participating State or another legal entity, such as a political subdivision, properly authorized by a Participating State to enter into a contract for the purchase of goods described in this solicitation. Unless otherwise limited by statute, in this solicitation or in a Participating Addendum, political subdivisions of Participating States are Purchasing Entities and authorized to purchase the goods and/or Services described in this solicitation.

**“Refurbished Products”** are Products that may have been powered on or used by another customer that have been fully retested, defective parts replaced, and repackaged to meet original factory specifications.

**“Services”** are broadly classed as installation/de-installation, maintenance, support, training, migration, and optimization of Products offered or supplied under the Master Price Agreement. These types of Services may include, but are not limited to: warranty services, maintenance, installation, de-installation, factory integration (software or equipment components), asset management, recycling/disposal, training and certification, pre-implementation design, disaster recovery planning and support, service desk/helpdesk, and any other directly related technical support service required for the effective operation of a Product offered or supplied. General consulting and all forms of application development and programming services are excluded.

**“Servicing Subcontractor/Subcontractor/Reseller Agent”** means a Contractor authorized and state-approved subcontractor who may provide local marketing support or other authorized services on behalf of the Contractor in accordance with the terms and conditions of the Contractor’s Master Price Agreement. A wholly owned subsidiary or other company providing warranty or other technical support services qualifies as a Servicing Subcontractor. Local business partners may qualify as Servicing Subcontractors. Servicing Subcontractors may not directly accept Purchase Orders or payments for Products or Services from Purchasing Entities, unless otherwise provided for in a Participating Addendum. Servicing Subcontractors shall be named individually or by class in the Participating Addendum. **The Contractor(s) actually holding the Master Price Agreement shall be responsible for Servicing Subcontractor’s providing Products and Services, as well as warranty service and maintenance for equipment the subcontractor has provided on a Master Price Agreement as well as the Takeback Program.**

**“Standard Configurations”** or **“Premium Savings Configurations”** means discounted standard configurations that are available to Purchasing Entities

using the Master Price Agreement only. Any entity, at any time, that commits to purchasing these Configurations adopted by their State or other Purchasing Entities shall receive the same price from the contract awardees. This specification includes a commitment to maintain and upgrade (keep pace with the advance of technology) the standard configurations for a stated period of time or intervals.

**“State Procurement Official”** means the director of the central purchasing authority of a state.

**“Storage Solution/Auxiliary Storage”** means the technology and Equipment used for storage of large amounts of data or information. This includes technologies such as: Network Attached Storage (NAS) and Storage Area Networks (SAN). **The Contractor(s) shall provide the warranty service and maintenance for equipment on a Master Price Agreement as well as a Takeback Program.**

**“Takeback Program”** means the Contractor’s process for accepting the return of the Equipment or other Products at the end of life—as determined by the State utilizing the Master Price Agreement, subject to section 17 of this Agreement. Software licenses, excluding software media; stand-alone scanners; and stand-alone fax machines are not subject to the Takeback Program.

**“Trade In”** refers to the exchange of used Equipment for new Equipment at a price reduced by the value of the used Equipment.

**“Travel”** means expenses incurred by authorized personnel directly related to the performance of a Service. All such expenses shall be documented in a firm quotation for the Purchasing Entity prior to the issuance and acceptance of a Purchase Order. Travel expenses will be reimbursed in accordance with the purchasing entities allowances, if any, as outlined in the PA.

**“Universal Resource Locator” or “URL”** means a standardized addressing scheme for accessing hypertext documents and other services using the WWW browser.

**“WSCA”** means the Western States Contracting Alliance, a cooperative group contracting consortium for state procurement officials, representing departments, institutions, agencies, and political subdivisions (i.e., colleges, school districts, counties, cities, etc.) for the states of Alaska, Arizona, California, Colorado, Hawaii, Idaho, Minnesota, Montana, Nevada, New Mexico, Oregon, South Dakota, Utah, Washington, and Wyoming.

**“WSCA/NASPO Contract Administrator”** means the person or designee authorized by MMD to manage all actions related to the Master Price Agreements on behalf of the State of Minnesota, the participating NASPO and WSCA members, and other authorized purchasers.

## **2. Scope of Work**

The Contractor, or its approved subcontractor, shall deliver computing system Products and Services to Purchasing Entities in accordance with the terms of this agreement. This Agreement is a “Master Price Agreement”. Accordingly, the Contractor shall provide Products or Services only upon the issuance and acceptance by Contractor of

valid "Purchase Orders". Purchase Orders may be issued to purchase the license for software or to purchase Products listed on the Contractor's PSS. A Purchasing Entity may purchase any quantity of Product or Service listed in the Contractor's PSS at the prices in accordance the Paragraph 13, Price Guarantees. Subcontractor participation is governed by the individual Participating State procurement official.

The Contractor is required to provide and/or agree to take legal responsibility for the warranty and maintenance of all proposed equipment, including peripherals. Taking legal responsibility means the Contractor must provide warranty and maintenance call numbers, accept, process and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities The Contractor shall offer a Takeback Program for all Products covered by this Agreement, unless otherwise noted herein.

### **3. Title Passage**

The Contractor must pass unencumbered title to any and all Products purchased under this Contract upon receipt of Product by the Purchasing Entity. This obligation on the part of the Contractor to transfer all ownership rights does not apply to proprietary materials owned or licensed by the Contractor or its subsidiaries, subcontractors or licensor, or to unmodified commercial software that is available to the State on the open market. Ownership rights to such materials shall not be affected in any manner by this Agreement

### **4. Permissive Price Agreement and Quantity Guarantee**

This Agreement is not an exclusive agreement. Purchasing Entities may obtain computing system Products and Services from other sources during the agreement term. The State of Minnesota, NASPO and WSCA make no express or implied warranties whatsoever that any particular number of Purchase Orders will be issued or that any particular quantity or dollar amount of Products or Services will be procured.

### **5. Order of Precedence**

Each Purchase Order that is accepted by the Contractor shall become a part of the Agreement as to the Products and Services listed on the Purchase Order only; no additional terms or conditions will be added to this Agreement as the result of acceptance of a Purchase Order. The Contractor agrees to accept all valid Purchase Orders. In the event of any conflict among these documents, the following order of precedence shall apply:

- A. Executed Participating Addendum(s);
- B. Terms and conditions of this Agreement, including Amendments;
- C. Exhibits to this Agreement;
- D. The list of Products and Services contained in the purchase order;
- E. The request for proposals document; and
- F. Contractor's proposal including best and final offer.

### **6. Payment Provisions**

All payments under this Agreement are subject to the following provisions:

**A. Acceptance**

A Purchasing Entity shall determine whether all Products and Services delivered meet the Contractor's published specifications (a.k.a. "Specifications"). No payment shall be made for any Products or Services until the Purchasing Entity has accepted the Products or Services. The Purchasing Entity will make every effort to notify the Contractor within thirty (30) calendar days following delivery non-acceptance of a Product or Service. In the event that the Contractor has not been notified within 30 calendar days from delivery of Product or completion of Service, the Product and Services will be deemed accepted on the 31<sup>st</sup> day after delivery of Product or completion of Services, except for Software which is not pre-loaded on equipment which is accepted upon delivery.

**B. Payment of Invoice**

1. Payments shall be submitted to the Contractor at the address shown on the invoice, as long as the Contractor has exercised due diligence in notifying the State of Minnesota and/or the Purchasing Entity of any changes to that address. Payments shall be made in accordance with the applicable laws of the Purchasing Entity.

2. For Minnesota, per Minnesota Stat. § 16A.124 requires payment within 30 days following receipt of an undisputed invoice, merchandise or service, whichever is later. The ordering entity is not required to pay the Contractor for any goods and/or services provided without a written purchase order or other approved ordering document from the appropriate purchasing entity. After the thirtieth day, interest may be paid on the unpaid balance due to the Contractor at the rate of one and one-half percent per month. The Purchasing Entity shall make a good faith effort to pay within thirty (30) days on all undisputed invoices.

3. Payments may be made via a Purchasing Entity's "Purchasing Card".

In the event an order is shipped incomplete (partial), the Purchasing Entity shall pay for each shipment as invoiced by the Contractor unless the Purchasing Entity has clearly specified "No Partial Shipments" on each Purchase Order.

**C. Payment of Taxes**

Payment of taxes for any money received under this agreement shall be the Contractor's sole responsibility and shall be reported under the Contractor's federal and state tax identification numbers. If a Purchasing Entity is not exempt from sales, gross receipts, or local option taxes for the transaction, the Contractor shall be reimbursed by the Purchasing Entity to the extent of any tax liability assessed.

The State of Minnesota State agencies are subject to paying Minnesota sales and use taxes. Taxes for State agencies will be paid directly to the Department of Revenue using Direct Pay Permit #1114.

**D. Invoices**



Invoices shall be submitted to the Purchasing Entity at the address shown on the Purchase Order. Invoices shall match the line items on the Purchase Order.

## **7. Agreement Term**

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota, through August 31, 2012. The Agreement may be mutually renewed for two (2) additional one-year terms, or one additional two-year term, unless terminated pursuant to the terms of this Agreement.

## **8. Termination**

The following provisions are applicable in the event that the agreement is terminated.

### **A. Termination for Convenience**

At any time, the State may terminate this agreement, in whole or in part, by giving the Contractor (30) days written notice; provided, however, neither the State nor a Purchasing Entity has the right to terminate a specific purchase order for convenience after it has been issued if the Product is ultimately accepted. At any time, the Contractor may terminate this Agreement, in whole or in part, by giving the WSCANASPO Contract Administrator sixty (60) days written notice. Such termination shall not relieve the Contractor of warranty or other Service obligations incurred under the terms of this Agreement. In the event of a cancellation, the Contractor shall be entitled to payment, determined on a pro rata basis, for work or Services satisfactorily performed and accepted.

### **B. Termination for Cause**

Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If within thirty (30) days after receipt of a written notice the breaching party has not corrected the breach or, in the case of a breach that cannot be corrected in thirty (30) days, begun and proceeded in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.

### **C. A Purchasing Entity's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall retain its rights in all Products and Services accepted prior to the effective termination date.

### **D. The Contractor's Rights**

In the event this Agreement expires or is terminated for any reason, a Purchasing Entity shall pay the Contractor all amounts due for Products and Services ordered and accepted prior to the effective termination date or ordered before the effective termination date and ultimately accepted.

## **9. Non-Appropriation**

The terms of this Agreement and any purchase order issued for multiple years under this Agreement is contingent upon sufficient appropriations being made by the Legislature or other appropriate governing entity. Notwithstanding any language to the contrary in this Agreement or in any purchase order or other document, a Purchasing Entity may terminate its obligations under this Agreement, if sufficient appropriations are not made by the governing entity at a level sufficient to allow for payment of the goods or Services due for multiple year agreements, or if operations of the paying entity are being discontinued. The Purchasing Entity's decision as to whether sufficient appropriations are available shall be accepted by the Contractor and shall be final and binding.

A Purchasing Entity shall provide prior written notice, sixty (60) days if possible, of its intent to terminate for reason cited above. Such termination shall relieve the Purchasing Entity, its officers and employees from any responsibility or liability for the payment of any further amounts under the relevant Purchase Order for undelivered Products and Services.

## **10. Shipment and Risk of Loss**

A. All deliveries shall be F.O.B. destination, prepaid and allowed, with all transportation and handling charges included in the price of the Product and paid by the Contractor. Responsibility and liability for loss or damage shall remain with the Contractor until delivery to the identified ship to address when responsibility and liability for loss shall pass to the Purchasing Entity except as to latent defects, fraud and Contractor's warranty obligations.

B. Whenever a Purchasing Entity does not accept Products and returns them to the Contractor, all related documentation furnished by the Contractor shall be returned also. Unless otherwise agreed upon by the Purchasing Entity, the Contractor is responsible for the pick-up of returned Products. The Contractor shall bear all risk of loss or damage with respect to returned Products except for loss or damage directly attributable to the negligence or wrongful intentional act or omission of the Purchasing Entity.

C. Unless otherwise arranged between the Purchasing Entity and Contractor, all Products shall be shipped within 3 to 5 days after receipt of a valid purchase order, by a reliable and insured shipping company.

## **11. Warranties**

A. The Contractor agrees to warrant and assume responsibility for each Product that it licenses, or sells, to the Purchasing Entity under this Agreement in accordance with the Contractor's standard warranties. The Contractor agrees to take legal responsibility for the warranty and maintenance (under warranty) of all Products furnished through this Agreement. Taking legal responsibility means the Contractor, either directly or indirectly, must provide warranty and maintenance call numbers, accept, process, and respond to those calls, and be legally liable for and pay for those warranty and maintenance (under warranty) activities as it applies to the standard warranty that comes with the Product. The Contractor acknowledges that the Uniform Commercial Code applies to this Agreement covering warranty. In general, the Contractor warrants that:

1. The Product conforms to the specific technical information about the Contractor's Products which is published in the Contractor's Product manuals or data sheets.
2. The Product will meet mandatory specifications provided in writing to the Contractor prior to reliance by the Participating Entity on the Contractor's skill or judgment when it advised the Purchasing Entity about the Product's ability to meet those mandatory specifications unless otherwise noted in Contractor's proposed quote to the Participating Entity.
3. The Product will be suitable for the ordinary purposes for which such Product is used,
4. The Product has been properly designed and manufactured for its intended use, and
5. The Product is free of significant defects in material and workmanship.
6. The Product is in the legal possession of the Purchasing Entity, as defined in Article 10 Shipment and Risk of Loss, before any warranty period begins.
7. Exhibit A contains warranties in effect as of the date of this Agreement. The warranties will be limited in duration to the time period(s) provided in Exhibit A. The warranties will not apply to use of a Product other than as anticipated and intended by the Contractor, to a problem arising after changes or modifications to the Products or operating system by any party other than the Contractor (unless expressly authorized in writing by the Contractor), or the use of a Product in conjunction or combination with other Products or software not authorized by the Contractor. The following is a list of the warranties attached as **Exhibit A**:
  - a) Product warranty
  - b) Software warranty
  - c) Procurve warranty

B. Contractor may modify the warranties described in Exhibit A from time to time with the prior approval of the WSCA/NASPO Contract Administrator.

C. Warranty documents for Products manufactured by a third party shall be delivered to the Purchasing Entity with the Products, as provided by the Manufacturer.

D. The Contractor will provide the basic warranty coverage as listed in its PSS. The HP-branded Products available in Bands 1 through 7 have a manufacturer standard warranty period that ranges from one year to three years. The Contractor offers the Purchasing Entities an ability to upgrade warranties, for an additional fee, at the time of purchase of Products in the aforementioned Bands. Contractor's Website lists the environmental certifications; and any self-registration claims of EPEAT (bronze minimum) and Energy Star compliance, applicable to the respective Product.

## **12. Patent, Copyright, Trademark and Trade Secret Indemnification**

- A. The Contractor shall defend, at its own expense, the State of Minnesota, Participating and Purchasing Entities and their agencies against any claim that any HP-Branded Product or Service provided under this Agreement infringes any patent, copyright or trademark in the United States or Puerto Rico, and shall pay all costs, damages and attorneys' fees that a court finally awards as a result of any such claim. In addition, if any third party obtains a judgment against a Purchasing Entity based upon the Contractor's trade secret infringement relating to any Product or Service provided under this Agreement, the Contractor agrees to reimburse the Lead State or Purchasing Entity for all costs, attorneys' fees and the amount of the judgment. To qualify for such defense and/or payment, the Lead State or Participating or Purchasing Entity shall:
1. Give the Contractor prompt written notice of any claim;
  2. Allow the Contractor to control the defense or settlement of the claim; and
  3. Cooperate with the Contractor in a reasonable way to facilitate the defense or settlement of the claim.
- B. If any Products or Service becomes, or in the Contractor's opinion is likely to become the subject of a claim of infringement, the Contractor shall at its option and expense:
1. Provide a Purchasing Entity the right to continue using the Products or Services;
  2. Replace or modify the Products or Services so that it becomes non-infringing; or
  3. Accept the return of the Products or Service and refund an amount equal to the depreciated value of the returned Products or Service, less the unpaid portion of the purchase price and any other amounts, which are due to the Contractor. The Contractor's obligation will be void as to any Products or Services modified by the Purchasing Entity to the extent such modification is the cause of the claim.
- C. The Contractor has no obligation for any claim of infringement arising from:
1. The Contractor's compliance with the Purchasing Entity's or by a third party on the Purchasing Entity's behalf designs, specifications, or instructions;
  2. The Contractor's use of technical information or technology provided by the Purchasing Entity;
  3. Product modifications by the Purchasing Entity or a third party;
  4. Product use prohibited by Specifications or related application notes; or
  5. Product use with Products that are not the Contractor branded.

### **13. Price Guarantees**

The Purchasing Entities shall pay the lower of the prices contained in the PSS or an Announced Promotion Price, Educational Discount Price, General Price Reduction price, Trade-In price, or if applicable to Purchasing Entity its available Standard Configuration price or Per Transaction Multiple Unit Discount. Only General Price Reduction price decreases will apply to all subsequent Purchase Orders accepted by Contractor after the date of the issuance of the General Price Reduction prices.

The initial base-line and Cumulative Volume Discounts will be submitted to the Lead State by the Contractor in a format agreeable to both parties. The increased price discount represented in the Cumulative Volume Discount will apply to all future orders, until the next level of cumulative volume is in effect.

#### **14. Product and Service Schedule**

The Contractor agrees to maintain the PSS in accordance with the following provisions:

- A. The PSS prices for Products and Services will conform to the guaranteed prices discount levels on file with WSCA/NASPO Contract Administrator for the following Products:
  - Band 1 – Servers**
  - Band 2 – Workstations**
  - Band 3 – Printers**
  - Band 4 – Storage Solutions**
  - Band 5 – PDAs**
  - Band 6 – Instructional Packages (Bundles)**
  - Band 7 – Monitors**
  - Operating Systems**
  - Local Area Networks**
  - Digital Projectors**
- B. The Contractor may change the price of any Product or Service at any time, based upon documented baseline price changes, but the guaranteed price discount levels shall remain unchanged during the agreed period unless or until prior approval is obtained from the WSCA/NASPO Contract Administrator. The Contractor agrees that the PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- C. The Contractor may make model changes; add new Products, and Product upgrades or Services to the PSS in accordance with Item 15. Product Substitutions, below. The pricing for these changes shall incorporate, to the extent possible, comparable price discount levels approved by the WSCA/NASPO Contract Administrator for similar Products or Services.
- D. The Contractor agrees to delete obsolete and discontinued Products from the PSS on a timely basis.
- E. The Contractor shall maintain the PSS on a Contractor supplied Internet web site.

**15. Product Substitutions**

**A. Substitution of units/configurations**

MMD and the WSCA Directors acknowledge that individual units and configurations may stop being produced during the life of the resulting contracts. Substitution of different units and configurations will be permitted with the prior written approval of the WSCA/NASPO Contract Administrator. This substitution is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA/NASPO Contract Administrator.

**B. Addition of units/configurations**

MMD and the WSCA Directors acknowledge that with the evolution of technology, new, emerging units and configurations will develop. Addition of these new, emerging units may be permitted, with the prior approval of the WSCA/NASPO Contract Administrator and the WSCA Directors. The addition of new, emerging units and configurations is at the sole discretion of the WSCA/NASPO Contract Administrator, subject only to review and approval of the WSCA Directors.

**16. Technical Support**

The Contractor agrees to maintain a toll-free technical support telephone line. The line shall be accessible to Purchasing Entity personnel who wish to obtain competent technical assistance regarding the hardware and software installation or operation of Products supplied by the Contractor during the Product warranty period or during a support agreement.

**17. Takeback and Other Environmental Programs**

The Contractor agrees to maintain for the term of this Agreement, and all renewals/extensions thereof, programs as described in their response to the RFP, including but not limited to the following paragraphs.

A. Takeback/Recycling of CPUs, servers, monitors, flat panel displays, notebook computers, and printers. Costs are list on the web site.

B. Environment: Compliance with the following standards: Blue Angel, EcoLogo, Energy Star, EPEAT (by level), Green Guard, Nordic Swan, and TCO.

C. Product labeling of compliance with Items B above, as well as a identification of such information on the web site.

**18. Product Delivery**

Contractor agrees to make a reasonable effort to deliver Products to Purchasing Entities within twenty (20) business days or less after receipt of a valid Purchase Order, or in accordance with the schedule in the Purchasing Entity's Purchase Order, where the timeframe for required delivery is greater than twenty (20) business days or as otherwise mutually agreed by the Purchasing Entity and Contractor.

**19. Force Majeure**

Neither party hereto shall be considered in default in the performance of its

obligations hereunder to the extent that performance of any such obligations is prevented or delayed by acts of God, war, riot or other causes beyond the reasonable control of the party unless the act or occurrence could have been reasonably foreseen and reasonable action could have been taken to prevent the delay or failure to perform. A party defaulting under this provision must provide the other party prompt written notice of the default and take all necessary steps to bring about performance as soon as practicable.

**20. Records and Audit**

Per Minn. Stat. § 16C.05, Subd. 5, the books, records, documents, and accounting procedures and practices of the Contractor and its employees, agents, or subcontractors relevant to the Minnesota transactions must be made available and subject to examination by the contracting agency or its agents, the Legislative Audit and/or the State Auditor for a minimum of six years after the end of the Contract or transaction.

Unless otherwise required by other than Minnesota Purchasing Entity governing law, such records relevant to other Purchasing Entity transactions shall be subject to examination by appropriate government authorities for a period of three years from the date of acceptance of the Purchase Order.

**21. Independent Contractor**

The Contractor and its agents and employees are independent contractors and are not employees of the State of Minnesota or of any Participating Entity. The Contractor has no authorization, express or implied to bind the Lead State, NASPO, WSCA or participating entity to any agreements, settlements, liability or understanding with other third parties whatsoever, and agrees not to perform any acts as agent for the Lead State, NASPO, WSCA, or Participating Entity, except as expressly set forth herein. The Contractor and its agents and employees shall not accrue leave, retirement, insurance, bonding, use of state vehicles, or any other benefits afforded to employees of the Lead State or Participating Entity as a result of this Agreement.

**22. Use of Servicing Subcontractors**

The Contractor may subcontract Services and purchase order fulfillment and/or support in accordance with the following paragraphs. However, the Contractor shall remain solely responsible for the performance of this Agreement.

- A. Reseller Agent, Service Provider or Servicing Subcontractors shall be identified individually or by class in the applicable Participating Addendum, or as noted in the Participating Addendum on the Purchasing Entities extranet site. The ordering and payment process for Products or Services shall be defined in the Participating Addendum.

**23. Payments to Subcontractors**

In the event the Contractor hires subcontractors to perform all or some of the duties of this Contract, for state agency Purchase Entities in the Lead State, the Contractor understands that in accordance with Minn. Stat. § 16A.1245 the Contractor shall, within ten (10) days of the Contractor's receipt of payment from the Lead State Purchasing Entity, pay all subcontractors having an interest in the

applicable Purchase Order their share of the payment for undisputed Services provided by the subcontractors. The Contractor is required to pay interest of 1-1/2 percent per month or any part of a month to the subcontractor on any undisputed amount not paid on time to the subcontractor. The minimum monthly interest penalty payment for an unpaid, undisputed balance of \$100 or more will be \$10. For an unpaid balance of less than \$100, the amount will be the actual penalty due. A subcontract that takes civil action against the Contractor to collect interest penalties and prevails will be entitled to its costs and disbursements, including attorney's fees that were incurred in bringing the action. The Contractor agrees to take all steps necessary to comply with said statute. A consultant is a subcontractor under this Contract. Notwithstanding, for the purposes of this Section 23, this section shall not apply to Contractor's obligations to its business development partners, including its authorized resellers and service providers, where Contractor's obligations to its partners are bound by the terms of a separate business development partner agreement between the partner and the Contractor. In the event the Contractor fails to make timely payments to a subcontractor, the State may, at its sole option and discretion, pay a subcontractor or supplier any amounts due from the Contractor and deduct said payment from any remaining amounts due the Contractor. Before any such payment is made to a subcontractor or supplier, the State shall provide the Contractor written notice that payment will be made directly to a subcontractor. If there are not remaining outstanding payments to the Contractor, the State shall have no obligation to pay or to see to the payment of money to a subcontractor except as may otherwise be required by law.

The Contractor shall ensure that the subcontractor transfers all intellectual or industrial property rights, including but not limited to any copyright it may have in the work performed under this Contract, consistent with the intellectual property rights and ownership sections of this Contract. In the event the Contractor does not obtain the intellectual property rights of the subcontractor consistent with the transfer of rights under this Contract, the State may acquire such rights directly from the subcontractor. Any and all costs associated with such a direct transfer may be deducted from any amount due the Contractor.

#### **24. Indemnification, Hold Harmless and Limitation of Liability**

The Contractor shall indemnify, protect, save and hold harmless the Lead State, Participating Entities, and its agencies and employees, from any and all claims or causes of action, including attorney's fees for personal injury or damage to real or tangible personal property arising from the negligent or willful acts or omissions of performance of the Contract by the Contractor or its agents, employees, or subcontractors. This clause shall not be construed to bar any legal remedies the Contractor may have with the State's or Participating Entities' failure to fulfill its obligations pursuant to the Contract.

Contractor, its principals, members and employees shall not be liable to the State or any Purchasing Entity, unless otherwise stated in the applicable Participating Addendum, for any actions, damages, claims, liabilities, costs, expenses, or losses in any way arising out of or relating to this Contract or the goods provided or Services performed hereunder for any amount in excess of the greater of two-million dollars (\$2,000,000) or the value of the Purchase Entity's purchase order



used to acquire the Products and Services that are the subject of the Purchasing Entity's claim. Contractor's liability for damage to real or tangible property incurred on a per order basis shall not exceed two-million dollars. This limitation of liability does not apply to damages for bodily injury or death caused by the Contractor's negligence, or to Contractor's obligation to indemnify, defend and hold the State harmless against intellectual property infringement or copyright claims under paragraph 12 of this Agreement. This indemnification does not include liabilities caused by the State's or Purchasing Entity's negligence, or intentional wrong doing. In no event shall the Contractor be liable for any indirect, special, punitive, or consequential damages arising out of this Contract or the use of the Products or Services purchased by the Purchasing Entity hereunder.

**25. Amendments**

Contract amendments shall be negotiated by the State with the Contractor whenever necessary to address changes in the terms and conditions, costs, timetable, or increased or decreased scope of work. This Agreement shall be amended only by written instrument executed by the parties. An approved Contract amendment means one approved by the authorized signatories of the Contractor and the State as required by law.

**26. Scope of Agreement**

This Agreement incorporates all of the agreements of the parties concerning the subject matter of this Agreement. No prior agreements, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

**27. Severability**

If any provision of this Contract, including items incorporated by reference, is found to be illegal, unenforceable, or void, by a court of competent jurisdiction then both the State and the Contractor shall be relieved of all obligations arising under such provision. If the remainder of this Contract is capable of performance, it shall not be affected by such declaration or finding and shall be fully performed.

**28. Enforcement of Agreement/Waivers**

A. No covenant, condition, duty, obligation, or undertaking contained in or made a part of this Contract shall be waived except by the written consent of the parties. Forbearance or indulgence in any form or manner by either party in any regard whatsoever shall not constitute a waiver of the covenant, condition, duty, obligation, or undertaking to be kept, performed, or discharged by the other party. Until complete performance or satisfaction of all such covenants, conditions, duties, obligations, and undertakings, the forbearing/indulging party shall have the right to invoke any remedy available under law or equity, notwithstanding any such forbearance or indulgence.

B. Waiver of any breach of any provision of this Contract shall not be deemed a waiver of any prior or subsequent breach. No term or condition

of this Contract shall be held to be waived, modified, or deleted except by an instrument, in writing, signed by the parties hereto.

C. Neither party's failure to exercise any of its rights under this Contract will constitute or be deemed a waiver or forfeiture of those rights.

## **29. Web Site Maintenance**

- A. The Contractor agrees to maintain and support an Internet website linked to the State's administration website for access to the PSS, service selection assistance, problem resolution assistance, billing concerns, configuration assistance, Product descriptions, Product specifications and other aids described in the RFP, and/or in accordance with instructions provided by the WSCANASPO Contract Administrator. The Contractor agrees that the approved PSS on the State's administration website shall contain a single, uniform WSCA price for configurations and items. Failure to comply with this requirement will be grounds for further action to be taken against the Contractor.
- B. The Contractor agrees to maintain and support Participating State and Entity Internet websites for access to the specific Participating Entity PSS, as well as all other items listed in Item 29A. above. The website shall have the ability to hold quotes for 45 days, as well as the ability to change the quote.
- C. The Contractor may provide electronic commerce assistance for the electronic submission of Purchase Orders, purchase order tracking and reports.
- D. The Contractor may not make changes to the website format as defined in Contractor's RFP Section 4, Electronic Commerce response without notifying the WSCANASPO Contract Administrator and receiving written approval of the changes.

## **30. Equal Opportunity Compliance**

The Contractor agrees to abide by all applicable federal laws, and the laws, regulations, and executive orders pertaining to equal employment opportunity, of the state in which its primary place of business is located. In accordance with such laws, regulations, and executive orders, the Contractor agrees that no person in the United States shall, on the grounds of race, color, religion, national origin, sex, age, veteran status or handicap, be excluded from employment with or participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity performed by the contractor under this Agreement. If the Contractor is found to be not in compliance with these requirements during the life of this Agreement, the Contractor agrees to take appropriate steps to correct these deficiencies.

The Contractor certifies that it will remain in compliance with Minn. Stat. § 363A.36 during the life of the Contract.

## **31. Governing Law**

This Agreement shall be governed and construed in accordance with the laws of

the Lead State. The construction and effect of any Participating Addendum or order against this Agreement shall be governed by and construed in accordance with the laws of the Purchasing Entity's state. Venue for any claim, dispute or action concerning the construction and effect of the Agreement shall be in the Lead State. Venue for any claim, dispute or action concerning an order placed against this Agreement or the effect of a Participating Addendum shall be in the Purchasing Entity's state.

**32. Change in Contractor Representatives**

Contractor shall appoint a primary representative, Contractor WSCA Program Manager, to work with the WSCA/NASPO Contract Administrator to maintain, support and market this Agreement. The Contractor shall notify the WSCA/NASPO Contract Administrator of changes in the Contractor primary representative, Contractor WSCA Program Manager, in writing, and in advance if possible. The State reserves the right to require a change in Contractor's then-current primary representative if the assigned representative is not, in the opinion of the State, adequately serving the needs of the Lead State and the Participating Entities.

**33. Release**

The Contractor, upon final payment of the amount due under this Agreement, releases the Lead State and Participating Entities, its officers and employees, from all contractual liabilities, claims and obligations whatsoever arising from or under this Agreement. The Contractor agrees not to purport to bind the Lead State or any Participating Entity to any obligation, unless the Contractor has express written authority to do so, and then only within the strict limits of the authority.

**34. Data Practices**

- A. The Contractor and the Lead State must comply with the Minnesota Government Data Practices Act, Minn. Stat. Ch. 13 (and where applicable, if the state contracting party is part of the judicial branch, with the Rules of Public Access to Records of the Judicial Branch promulgated by the Minnesota Supreme Court as the same may be amended from time to time) as it applies to all data provided by the Lead State to the Contractor and all data provided to the Lead State by the Contractor. In addition, the Minnesota Government Data Practices Act applies to all data created, collected, received, stored, used, maintained or disseminated by the Contractor in accordance with this Contract that is private, nonpublic, protected nonpublic, or confidential as defined by the Minnesota Government Data Practices Act, Ch. 13 (and where applicable, that is not accessible to the public under the Rules of Public Access to Records of the Judicial Branch).
- B. In the event the Contractor receives a request to release the data referred to in this article, the Contractor must immediately notify the State. The State will give the Contractor instructions concerning the release of the data to the requesting party before the data is released.
- C. Sections 34.A through B above apply to transactions between Contractor

and applicable Lead State Purchasing Entities. Contractor agrees to be bound by the statutorily required data practices requirements as outlined in the Participating Addendum of a Participating State or Participating Entity.

- E. Notwithstanding the above, the parties agree that any confidential information required to be exchanged will be done so under the terms of a mutually agreed upon, signed confidentiality agreement.

**35. Organizational Conflicts of Interest**

- A. The Contractor warrants that, to the best of its knowledge and belief, and except as otherwise disclosed, there are not relevant facts or circumstances which could give rise to organizational conflicts of interest. An organizational conflict of interest exists when, because of existing or planned activities or because of relationships with other persons:
- a Contractor is unable or potentially unable to render impartial assistance or advice to the State;
  - the Contractor's objectivity in performing the work is or might be otherwise impaired; or
  - the Contractor has an unfair competitive advantage.
- B. The Contractor agrees that if an organizational conflict of interest is discovered after award, an immediate and full disclosure in writing shall be made to the Assistant Director of the Department of Administration's Materials Management Division that shall include a description of the action the Contractor has taken or proposes to take to avoid or mitigate such conflicts. If an organizational conflict of interest is determined to exist, the State may, at its discretion, cancel the Contract. In the event the Contractor was aware of an organizational conflict of interest prior to the award of the Contract and did not disclose the conflict to the WSCA/NASPO Contract Administrator, the State may terminate the Contract for default. The provisions of this clause shall be included in all subcontracts for work to be performed, and the terms "Contract," "Contractor," and "WSCA/NASPO Contract Administrator" modified appropriately to preserve the State's rights.

**36. Replacement Parts**

Unless otherwise restricted in a Participating Addendum or maintenance service agreement, replacement parts may be manufacturer-certified refurbished parts carrying OEM warranties.

**37. FCC Certification**

The Contractor agrees that Equipment supplied by the Contractor meets all applicable FCC Certifications. Improper, falsely claimed or expired FCC certifications are grounds for termination of this Agreement for cause.

**38. Site Preparation**

A Purchasing Entity shall prepare and maintain its site in accordance with written instructions furnished by the Contractor prior to the scheduled delivery date of

any Products and shall bear the costs associated with the site preparation.

**39. Assignment**

The Contractor shall not sell, transfer, assign, or otherwise dispose of this Contract or any portion hereof or of any right, title, or interest herein without the prior written consent of the State's authorized agent. Such consent shall not be unreasonably withheld. The Contractor shall give written notice to the State's authorized agent of such a possibility at least 30 days prior to the sale, transfer, assignment, or other disposition of this Contract. Failure to do so may result in the Contractor being held in default. This consent requirement includes reassignment of this Contract due to a change in ownership, merger, or acquisition of the Contractor or its subsidiary or affiliated corporations. This section shall not be construed as prohibiting the Contractor's right to assign this Contract to corporations to provide some of the Services hereunder. Notwithstanding the foregoing acknowledgment, the Contractor shall remain solely liable for all performance required and provided under the terms and conditions of this Contract. The Contractor may assign payments in accordance with specific provisions stated in a Participating Addendum.

**40. WSCA/NASPO Contract Administrator**

The State shall appoint an WSCA/NASPO Contract Administrator whose duties shall include but not be limited to the following:

- A. The WSCA/NASPO Contract Administrator may provide instructions concerning the contents of the Contractor's website.
- B. The WSCA/NASPO Contract Administrator will facilitate dispute resolution between the Contractor and Purchasing Entities. Unresolved disputes shall be presented to the State for facilitation of resolution.
- C. The WSCA/NASPO Contract Administrator shall promote and support the use of this Agreement by NASPO members and other Participating Entities.
- D. The WSCA/NASPO Contract Administrator shall advise the State regarding the Contractor's performance under the terms and conditions of this Agreement.
- E. The WSCA/NASPO Contract Administrator shall receive and approve quarterly price agreement utilization reports and the administration fee payments.
- F. The WSCA/NASPO Contract Administrator shall periodically verify the Product and Service prices in the PSS conform to the Contractor's volume price and other guarantees. The WSCA/NASPO Contract Administrator may require the Contractor to perform web site audits to accomplish this task.
- G. The WSCA/NASPO Contract Administrator shall conduct annual Contractor performance reviews.
- H. The WSCA/NASPO Contract Administrator shall maintain an Agreement administration website containing timely and accurate information.

**41. Survival**

The following rights and duties of the State and Contractor will survive the expiration or cancellation of the resulting Contract. These rights and duties include, but are not limited to Paragraph 12. Patent, Copyright, Trademark and Trade Secret Indemnification; Paragraph 20. Records and Audit; Paragraph 24. Indemnification, Hold Harmless, and Limitation of Liability; Paragraph 31, Governing Law; Paragraph 34. Data Practices; and Paragraph 52. Right to Publish. Software licenses, warranty, and service agreements that were entered in to under the terms and conditions of the Agreement shall survive this Agreement.

**42. Succession**

This Agreement shall be entered into and be binding upon the successors and assigns of the parties.

**43. Notification**

- A. If one party is required to give notice to the other under the Contract, such notice shall be in writing and shall be effective upon receipt. Delivery may be by certified United States mail or by hand, in which case a signed receipt shall be obtained. A facsimile transmission shall constitute sufficient notice, provided the receipt of the transmission is confirmed by the receiving party. Either party must notify the other of a change in address for notification purposes. All notices shall be addressed as follows:

**To MMD:**

Department of Administration  
Materials Management Division  
Bernadette Kopischke, CPPB  
Acquisitions Supervisor  
50 Sherburne Avenue  
112 State Administration Building  
St. Paul, MN 55155  
Fax: 651.297.3996  
Email: [bernie.kopischke@state.mn.us](mailto:bernie.kopischke@state.mn.us)

**To Contractor:**

Debra Lee  
HP Contract Program Manager  
442 Swan Blvd.  
Deerfield, IL 60015  
Fax: 281-927-5213  
Email: [debra.lee@hp.com](mailto:debra.lee@hp.com)

**44. Reporting and Fees**

**A. Administration Reporting and Fees**

1. The Contractor agrees to provide monthly utilization reports to the

WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract Administrator by the 15th of the month following the end of the previous month. (Ex. Purchases during January are reported by the 15th of February; purchases made during February are reported by the 15th of March; etc.). Reports submitted within five (5) days of the report due date shall not be deemed as a default by Contractor. The report shall be in the format developed by the Lead State and supplied to the Contractor for its review and mutual written consent to implement. Contractor shall be released from reporting on the Lead State requested Fields of LIST PRICE/MSRP/CATALOG PRICE and ORDER TYPE (debits/credits) until such time as Contractor automated reporting tools have the capability to include the Field in its reports. Contractor will have the automated reporting capabilities to include the aforementioned Fields within nine (9) to twelve (12) months of the commencement of this Contract. Notwithstanding the foregoing, Contractor will commence reporting on the requested Fields once Contractor's automated reporting tools are capable.

2. The Contractor agrees to provide quarterly Administrative Fee check payable to WSCA/NASPO for an amount equal to one-twentieth of one percent (0.0005) of the net sales for the period. The form to be submitted with the check, as well as the mailing address, has been supplied to the Contractor. Payment shall be made in accordance with the following schedule:

<u>Period End</u>	<u>Admin Fee Due</u>
June 30	July 31
September 30	October 31
December 31	January 31
March 31	April 30

3. The Contractor agrees to include all Reseller Agent sales in the monthly utilization reports described above. In addition, the Contractor agrees to provide a supplemental Reseller Agent utilization report of the net sales for the period subtitled by Purchasing Entity name, within Purchasing Entity state name by Reseller Agent Name.
4. Subject to Contractor's automated reporting tools capabilities, the Contractor will use reasonable commercial efforts to provide the EPEAT and Energy Star environmental information shown in a mutually agreed upon report format; as well as a supplemental report of the number and type of units taken back in a format to be mutually agreed to. Reporting on this information will occur no more than once quarterly, and will commence once Contractor has the capability to generate automated reports to include this information for its US based customers.
5. The utilization reports shall be submitted to the WSCA/NASPO PC Contracts Reporting person and the WSCA/NASPO Contract

Administrator via electronic mail in a Microsoft Excel spreadsheet format, or other methods such as direct access to Internet or other databases.

6. If requested by the WSCA/NASPO Contract Administrator, the Contractor agrees to provide supporting Purchase Order detail records on mutually agreed magnetic media in a mutually agreed format. Such request shall not exceed twelve per year.
7. The failure to file the utilization reports and fees on a timely basis shall constitute grounds for the removal of the Contractor's primary representative, suspension of this Agreement or termination of this Agreement for cause.
8. The WSCA/NASPO Contract Administrator shall be allowed access to all reports from all Purchasing Entities.

**B. Participating Entity Reports and Fees**

1. Participating Entities may require an additional fee be paid directly to the State on purchases made by Purchasing Entities within that State. For all such requests, the fee level, payment method and schedule for such reports and payments shall be incorporated in to the Participating Addendum that is made a part of this Agreement. The Contractor may adjust PSS pricing accordingly for purchases made by Purchasing Entities within the jurisdiction of that State. All such agreements shall have no affect whatsoever on the WSCA fee or the prices paid by the Purchasing Entities outside the jurisdiction of the State requesting the additional fee.
2. Purchasing Entities will be encouraged to use the reporting format developed by the lead State for their reporting needs. However, the Contractor agrees to provide additional reports to Purchasing Entities upon agreement by both parties as to the content and delivery methods of the report. Methods of delivery may include direct access to Internet or other databases.
3. Each State Purchasing Entity shall be allowed access to reports from all entities within that State.

**45. Default and Remedies**

- A. Any of the following shall constitute cause to declare this Agreement or any order under this Agreement in default:
  1. Consistent Nonperformance of contractual requirements; or
  2. A material breach of any term or condition of this Agreement.
- B. A written notice of default, and an opportunity to cure, within 30-days notification of the written notice, shall be issued by the party claiming default, whether the Lead State (in the case of breach of the entire Agreement), a Participating Entity (in the case of a breach of the participating addendum), the Purchasing Entity (with respect to any order), or the Contractor. Time allowed for cure shall not diminish or eliminate any liability for liquidated or other damages.



- C. If the default remains after the opportunity for cure, the non-defaulting party may:
1. Exercise any remedy provided by law or equity;
  2. Terminate the Agreement, a Participating Addendum, or any portion thereof, including any Purchase Orders issued against the Agreement;
  3. Impose liquidated damages, as mutually agreed to by the parties, as specified in an amendment to the Participating Addendum;
  4. In the case of default by the Contractor, and to the extent permitted by the law of the Participating State or Purchasing Entity, suspend Contractor from receiving future solicitations from within the Participating Entities jurisdiction.
  5. Charge the defaulting Contractor the full increase in cost and administrative handling to purchase the product or service from another Contractor. The Purchasing Entity shall take reasonable actions to mitigate the cost to re-procure.
- D. The MMD reserves the right, upon approval of the WSCA Directors, to develop and implement a step-by-step process to deal with Contractor failure to perform issues.

#### **46. Audits**

##### **A. Website Pricing Audit**

The Contractor agrees to assist the WSCA/NASPO Contract Administrator or designee with web site Product and pricing audits based on the requirements described in Exhibit E – Website Price audit requirements. Pricing is audited on a quarterly basis.

1. The product audit will closely monitor the Products and Services listed on the website to insure they comply with the approved Products and Services. The addition of Products or Services not approved by the WSCA/NASPO Contract Administrator will not be tolerated and may be considered a material breach of this Agreement.

##### **B. Sales Audit**

The Contractor further agrees to provide sales audit reports based on the formulas described in Exhibit E – Sales audit report format.

- C. Upon request, the Contractor agrees to assist Participating Entities with invoice audits to ensure that the Contractor is complying with this Agreement in accordance with mutually agreed procedures set forth in the Participating Addendum.

#### **47. Extensions**

If specifically authorized by provision in a Participating Addendum, Contractor may, at the sole discretion of Contractor and in compliance with the laws of the Participating State, offer Products and Services to non-profit organizations,

private schools, Native American governmental entities, government employees and students within the governmental jurisdiction of the entity completing the Participating Addendum with the understanding that the State has no liability whatsoever concerning payment for Products or Services.

**48. Sovereign Immunity**

The State does not waive its sovereign immunity by entering into this Contract and fully retains all immunities and defenses provided by law with regard to any action based on this Contract.

**49. Ownership**

A. Nothing in this Contract shall be construed as transferring any right, title, or interest in either Party's, any Purchasing Entity's, or their third party's confidential information, pre-existing intellectual property, trademarks, copyrights, intellectual property or other proprietary interest.

**50. Prohibition Against Gratuities**

- A. The State may, by written notice to the Contractor, terminate the right of the Contractor to proceed under this Contract if it is found by the State that gratuities in the form of entertainment, gifts, or otherwise were offered or given by the Contractor or any employee, agent, or representative of the Contractor to any officer or employee of the State with a view toward securing this Contract, or securing favorable treatment with respect to the award or amendment of this Contract, or the making of any determinations with respect to the performance of this Contract.
- B. The Contractor certifies that no elected or appointed official or employee of the State has benefited or will benefit financially or materially from this Contract. This Contract may be terminated by the State if it is determined that gratuities of any kind were either offered to or received by any of the aforementioned individuals from the Contractor, its agent, or its employees.

**51. Antitrust**

The Contractor hereby assigns to the State any and all claims for overcharges as to goods and/or Services provided in connection with this Contract resulting from antitrust violations which arise under antitrust laws of the United States and the antitrust laws of the State.

**52. Right to Publish**

- A. Any publicity given to the program, publications or Services provided resulting from the Contract, including but not limited to notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Contractor, or its employees individually or jointly with others, or any subcontractors or resellers shall identify the State as the sponsoring agency and shall not be released, unless such release is a specific part of an approved work plan included in the Contract prior to its approval by the WSCA/NASPO Contract Administrator.
- B. The Contractor shall not make any representations of the State's opinion

or position as to the quality or effectiveness of the Products and/or Services that are the subject of this Contract without the prior written consent of the WSCA/NASPO Contract Administrator. Representations include any publicity, including but not limited to advertisements, notices, press releases, reports, signs, and similar public notices.

**53. Performance While Dispute is Pending**

Notwithstanding the existence of a dispute, the parties shall continue without delay to carry out all of their responsibilities under this Contract that are not affected by the dispute. If a party fails to continue without delay to perform its responsibilities under this Contract, in the accomplishment of all undisputed work, any additional cost incurred by the other parties as a result of such failure to proceed shall be borne by the responsible party.

**54. Hazardous Substances**

To the extent that the goods to be supplied to the Purchasing Entity by the Contractor contain or may create hazardous substances, harmful physical agents as set forth in applicable State and federal laws and regulations, the Contractor must provide the Purchasing Entity, upon request, with Material Safety Data Sheets regarding those substances (including mercury).

**55. Customer Satisfaction/Complaint Resolution**

- A. The Contractor's process for resolving complaints concerning Products, support, and billing problems is attached as **Exhibit B**.
- B. The Contractor will survey its customers in each Participating State approximately two (2) months prior to the annual meeting with the Contract Administrator using, at a minimum, the survey questions provided by the State.

**56. Value Added Services**

The Contractor is expected to provide such Services as installation, training, and software imaging upon request of the Purchasing Entity. Additional Value Added Services offered by the Contractor are attached as **Exhibit C**.

**57. E-Rate Program**

The Contractor's E-Rate identification number and list of E-Rate qualifying Products is as follows:

HP E-Rate Spin Number: 143007617

HP FCC Registration Number: 0012062535

Qualifying Products:

HP ProLiant Servers

HP ProCurve Network Electronics

HP Services for eligible Products (Installation, Maintenance, Training, Infrastructure design)

The Contractor shall make every effort to continue its involvement in this program and to add Products as applicable.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date of execution by the State of Minnesota Commissioner of Administration, below.

**1. HEWLETT-PACKARD COMPANY**

The Contractor certifies that the appropriate person(s) have executed this Agreement on behalf of the Contractor as required by applicable articles, bylaws, resolutions,

By: *Thomas J. Jametti*

Title: *SR. Vice President*

Date: *6/29/09*

**2. MATERIALS MANAGEMENT DIVISION**

In accordance with Minn. Stat. § 16C.03, Subd. 3.

By: *Bernadette Kopschke*

Title: Acquisitions Supervisor

Date: *7/2/09*

**3. COMMISSIONER OF ADMINISTRATION**

Or delegated representative.

By: *Brenda Willard*

Date:

Original signed

JUL 02 2009

By *Brenda Willard*

## EXHIBIT A – ADDITIONAL WARRANTIES and SUPPORT SERVICES

### A. Warranty Information

#### 1. Warranty information is available at the following URLs:

- Product warranty URL link:  
<http://h20000.www2.hp.com/bizsupport/TechSupport/Document.jsp?objectID=c00383139&lang=en&cc=us&taskId=&prodSeriesId=316617&prodTypeId=12454>.
- Software warranty URL link:  
[http://docs.hp.com/en/5991-6026/ch01s06.html?jumpid=reg\\_R1002\\_USEN](http://docs.hp.com/en/5991-6026/ch01s06.html?jumpid=reg_R1002_USEN)
- Procurve warranty URL link:  
<http://www.procurve.com/warranty>

#### 2. GENERAL WARRANTY PROVISIONS:

- a. Warranty Statements. HP limited warranty statements for Hardware, Software, Support, and Professional Services, as applicable, are available with Products, on quotations, or upon request. The limited warranties are subject to the terms, limitations, and exclusions contained in the limited warranty statement provided for the Product in the country where that Product is located when the warranty claim is made. A different limited warranty statement may apply and be quoted if the Product is purchased as part of a system.
- b. Transfer. Warranties are transferable to another party for the remainder of the warranty period subject to HP license transfer policies and any assignment restrictions.
- c. Delivery Date. Warranties begin on the date of delivery, or for Hardware on the date of installation if installed by HP. If Customer schedules or delays such installation by HP more than thirty (30) days after delivery, Customer's warranty period will begin on the 31st day after delivery.
- d. HP warrants that it will perform Professional Services using generally recognized commercial practices and standards. HP will re-perform any Professional Services not performed in accordance with the foregoing warranty provided that HP receives written notice from Customer within thirty (30) days after such Professional Services were performed. This will be Customer's sole and exclusive remedy for a breach of the foregoing warranty.
- e. Warranty Exclusions. HP is not obligated to provide warranty services or Support for any claims resulting from:
  1. improper site preparation, or site or environmental conditions that do not conform to HP's site specifications;
  2. Customer's non-compliance with Specifications or Transaction Documents;
  3. improper or inadequate maintenance or calibration;
  4. Customer or third-party media, software, interfacing, supplies, or other products;
  5. modifications not performed or authorized by HP;
  6. virus, infection, worm or similar malicious code not introduced by HP; or
  7. abuse, negligence, accident, loss or damage in transit, fire or water damage, electrical disturbances, transportation by Customer, or other causes beyond HP's control.
- f. Non-HP Branded Products and Services. HP provides third-party Products, software, and Services that are not HP Branded "AS IS" without warranties of any kind, although the original manufacturers or third party suppliers of such Products, software and Services may provide their own warranties.

Disclaimer. THE WARRANTIES AND ANY ASSOCIATED REMEDIES EXPRESSED OR REFERENCED IN THIS AGREEMENT ARE EXCLUSIVE. NO OTHER WARRANTY, WRITTEN OR ORAL, IS EXPRESSED OR IMPLIED BY HP OR MAY BE INFERRED FROM A COURSE OF DEALING OR USAGE OF TRADE. TO THE EXTENT ALLOWED BY LOCAL LAW HP DISCLAIMS ALL IMPLIED WARRANTIES OR CONDITIONS INCLUDING ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT.

## B. Support Services

### 1. SUPPORT SERVICES

- a. Description of Support. HP will deliver Support according to the description of the offering, eligibility requirements, service limitations, and Customer responsibilities described in the relevant Transaction Documents.
- b. Ordering Support. Customer may order Support:
  1. at the time of Product purchase, or prior to installation of Products for which Support is being purchased, for a fixed term (may be referred to as "HP Care Pack");
  2. after the time of Product purchase, for either a fixed term or an initial term that may be renewed (may be referred to as "HP Contractual Services");
  3. on a per-event basis; or
  4. at any time, when agreed non-standard Support has been offered by HP for the Customer according to a Statement of Work (also known as "Custom Support") or as otherwise offered by HP.
- c. Cancellation. Customer may cancel Support orders or delete Products from Support upon thirty (30) days written notice, unless otherwise stated in a Transaction Document. HP may discontinue Support for Products and specific Support services no longer included in HP's Support offering upon sixty (60) days written notice, unless otherwise agreed. If Customer cancels prepaid Support, HP will refund Customer a pro-rata amount for the unused prepaid Support, less any early termination fees or subject to any restrictions set forth in a Transaction Document.
- d. Return to Support. If Customer allows Support to lapse, HP may charge Customer additional fees to resume Support or require Customer to perform certain hardware or software upgrades. HP will review and assess whether such fees are required, and explain these to Customer at the time of the request to return to Support.
- e. Local Availability. Customer may order Support from HP's current Support offerings. Some offerings, features, and coverage (and related Products) may not be available in all countries or areas.
- f. Support Warranty. HP warrants that it will perform Support using generally recognized commercial practices and standards.
- g. Exclusive Remedies. HP will re-perform Support not performed in accordance with the warranty herein. This sub-section 1.g states HP's entire liability for Support warranty claims.

### 2. PRICING, SERVICES, AVAILABILITY, AND INVOICING

- a. Pricing. Except for prepaid Support or as otherwise stated in a Transaction Document, HP may change Support prices upon sixty (60) days written notice.
- b. Additional Services. Additional services performed by HP at Customer's request that are not included in Customer's purchased Support will be chargeable at the applicable published service rates for the country where the service is performed. Such additional services include but are not limited to:
  1. Customer requests for Support after HP's local standard business hours (unless Customer has specifically purchased after-hours coverage for the requested Support);
  2. Customer requests for repair for damage or failure attributable to the causes specified in Exhibit A, subsection 2.e ("Warranty Exclusions"); and
  3. Customer requests for Support where Customer does not, in HP's reasonable determination, meet the applicable prerequisites and eligibility requirements for Support.
- c. Local Availability. Support outside of the applicable HP coverage areas may be subject to travel charges, longer response times, reduced restoration or repair commitments, and reduced coverage hours.
- d. Invoicing. Invoices for Support will be issued in advance of the Support period. HP Support invoices and related documentation will be produced in accordance with HP system standards. Additional levels of detail requested by Customer may be chargeable.

### 3. SITE AND PRODUCT ACCESS

Customer shall provide HP access to the Products covered under Support; adequate working space and facilities within a reasonable distance of the Products; access to and use of information, customer resources, and facilities as reasonably determined necessary by HP to service the Products; and other access requirements described in the relevant Transaction Document. If Customer fails to provide such access, resulting in HP's inability to provide Support, HP shall be entitled to charge Customer for the Support call at HP's published service rates. Customer is responsible for removing any Products ineligible for Support to allow HP to perform Support. If delivery of Support is made more difficult because of ineligible Products, HP will charge Customer for the extra work at HP's published service rates.

### 4. STANDARD SUPPORT PRODUCT ELIGIBILITY

- a. **Minimum Configuration for Support.** Customer must purchase the same level of Support and for the same coverage period for: all Products within a minimum supportable system unit (i.e. all components within a server, storage, or network device) to allow for proper execution of standalone and operating system diagnostics for the configuration.
- b. **Eligibility.** For initial and on-going Support eligibility Customer must maintain all Products and associated hardware and software at the latest HP-specified configuration and revision levels and in HP's reasonable opinion, in good operating condition.
- c. **Modifications.** Customer will allow HP, at HP's request and at no additional charge, to modify Products to improve operation, supportability, and reliability, or to meet legal requirements.
- d. **Loaner Units.** HP maintains title and Customer shall have risk of loss or damage for loaner units if provided at HP's discretion as part of Support or warranty services and such units will be returned to HP without lien or encumbrance at the end of the loaner period.
- e. **Relocation.** Customer is responsible for moving Products. If Customer moves the Products to a new location, HP may charge additional Support fees and modify the response times, and Customer may be required to execute amended or new Transaction Documents. If Customer moves Products to another country, Support shall be subject to availability in the destination country. Reasonable advanced notice to HP may be required to begin Support for some Products after relocation.
- f. **Maximum Use Limitations.** Certain Products have a maximum usage limit, which is set forth in the manufacturer's operating manual or the technical data sheet. Customer must operate such Products within the maximum usage limit.
- g. **Multi-Vendor Support.** HP provides Support for certain non-HP Branded Products. The relevant Transaction Document will specify availability and coverage levels, and govern delivery of multi-vendor Support, whether or not the non-HP Branded Products are under warranty. HP may discontinue Support of non-HP Branded Products if the manufacturer or licensor ceases to provide support for such Products.

### 5. PROPRIETARY SERVICE TOOLS

HP will require Customer's use of certain hardware and/or software system and network diagnostic and maintenance programs ("Proprietary Service Tools"), as well as certain diagnostic tools that may be included as part of the Customer's system, for delivery of Support under certain coverage levels. Proprietary Service Tools are and remain the sole and exclusive property of HP, are provided "as is," and include, but are not limited to: remote fault management software, network Support tools, Insight Manager, Instant Support, and Instant Support Enterprise Edition (known as "ISEE"). Proprietary Service Tools may reside on the Customer's systems or sites. Customer may only use the Proprietary Service Tools during the applicable Support coverage period and only as allowed by HP. Customer may not sell, transfer, assign, pledge, or in any way encumber or convey the Proprietary Service Tools. Upon termination of Support, Customer will return the Proprietary Service Tools or allow HP to remove these Proprietary Service Tools. Customer will also be required to:

- a. allow HP to keep the Proprietary Service Tools resident on Customer's systems or sites, and assist HP in running them;
- b. install Proprietary Service Tools, including installation of any required updates and patches;
- c. use the electronic data transfer capability to inform HP of events identified by the software;
- d. if required, purchase HP-specified remote connection hardware for systems with remote diagnosis

service; and

- e. provide remote connectivity through an HP approved communications line.

## 6. CUSTOMER RESPONSIBILITIES

- a. **Data Backup.** To reconstruct lost or altered Customer files, data, or programs, Customer must maintain a separate backup system or procedure that is not dependent on the Products under Support.
- b. **Temporary Workarounds.** Customer will implement temporary procedures or workarounds provided by HP while HP works on permanent solutions.
- c. **Hazardous Environment.** Customer will notify HP if Customer uses Products in an environment that poses a potential health or safety hazard to HP employees or subcontractors. HP may require Customer to maintain such Products under HP supervision and may postpone service until Customer remedies such hazards.
- d. **Authorized Representative.** Customer will have a representative present when HP provides Support at Customer's site.
- e. **Product List.** Customer will create and maintain a list of all Products under Support including: the location of the Products, serial numbers, the HP-designated system identifiers, and coverage levels. Customer shall keep the list updated during the applicable Support period.
- f. **Documentation.** If Customer purchases a Support offering that includes documentation updates, Customer may copy such updates only for systems under such coverage. Copies must include appropriate HP trademark and copyright notices.

## 7. SUPPORTED SOFTWARE

Customer may purchase available Support for HP Branded Software only if Customer can provide evidence it has rightfully acquired an appropriate HP license for such Software. HP will be under no obligation to provide Support due to any alterations or modifications to the Software not authorized by HP or for Software for which Customer cannot provide a sufficient proof of a valid license. Unless otherwise agreed by HP, HP only provides Support for the current Version and the immediately preceding Version of HP Branded Software, and then only when HP Branded Software is used with Hardware or Software included in HP-specified configurations at the specified Version level.

## 8. ACCESSORIES AND PARTS AND MISCELLANEOUS

- a. **Compatible Cables and Connectors.** Customer will connect Products covered under Support with cables or connectors (including fiber optics if applicable) that are compatible with the system, according to the manufacturer's operating manual.
- b. **Support for Accessories.** HP may provide Support for cables, connectors, interfaces, and other accessories if Customer purchases Support for such accessories at the same Hardware service level purchased for the Products with which they are used.
- c. **Consumables.** Support does not include the delivery, return, replacement, or installation of supplies or other consumable items (including, but not limited to, operating supplies, magnetic media, print heads, ribbons, toner, and batteries) unless otherwise stated in a Transaction Document.
- d. **Replacement Parts.** Parts provided under Support may be whole unit replacements or be new or functionally equivalent to new in performance and reliability and warranted as new. Replaced parts become the property of HP, unless HP agrees otherwise and Customer pays any applicable charges.
- e. **Service Providers.** HP reserves the right and Customer agrees to HP's use of HP-authorized service providers to assist in the provision of Support.

## 9. ACCESS TO HP SOLUTION CENTER AND IT RESOURCE CENTER

- a. **Designated Callers.** Customer will identify a reasonable number of callers, as determined by HP and Customer ("Designated Callers"), who may access HP's customer Support call centers ("Solution Centers").
- b. **Qualifications.** Designated Callers must be generally knowledgeable and demonstrate technical aptitude in system administration, system management, and, if applicable, network administration and management and diagnostic testing. HP may review and discuss with Customer any Designated Caller's experience to determine initial eligibility. If issues arise during a call to the Solution Center that, in HP's reasonable opinion, may be a result of a Designated Caller's lack of



general experience and training, the Customer may be required to replace that Designated Caller. All Designated Callers must have the proper system identifier as provided in the Transaction Documents or by HP when Support is initiated. HP Solution Centers may provide support in English or local language(s), or both.

- c. **HP IT Resource Center.** HP IT Resource Center is available via the worldwide web for certain types of Support. Customer may access specified areas of the HP IT Resource Center. File Transfer Protocol access is required for some electronic services. Customer employees who submit HP Solution Center service requests via the HP IT Resource Center must meet the qualifications set forth in sub-section 9.b above.
- d. **Telecommunication Charges.** Customer will pay for all telecommunication charges associated with using HP IT Resource Center, installing and maintaining ISDN links and Internet connections (or HP-approved alternatives) to the HP Solution Center, or using the Proprietary Service.

#### **Extended warranties**

HP's standard new Product warranty, and upgraded warranty support Services, can be extended in one-year increments for a total of five years of coverage for most Products.

#### **Post maintenance Services**

HP has a wide range of onsite high-quality support Services for covered hardware, helping improve Product uptime and availability. Entities have the flexibility to choose between different service-level options featuring different response times and coverage windows, as well as between several coverage periods to address specific service needs. The Services are available throughout the United States and in most international locations. Please see *Attachment 5, HP Onsite Hardware Support Services*, for details.

See HP Website, referenced in A.1 above, for additional information on these warranties, support, service tools, etc.

## EXHIBIT B – COMPLAINT RESOLUTION

HP will work with WSCA/NASPO and Participating States to customize the procedures to the states' specific escalation requirements. HP's formal order management, service escalation and customer feedback escalation procedures are described below and in detail in the RFP response, Corporate Overview, sub-section d.1.e. – Complaint Resolution.

Most problems are readily resolved before escalation is necessary. This section details activities for those instances in which problems cannot be so quickly resolved. In keeping with HP's understanding of the importance of system availability to the WSCA states, HP is receptive to discussions on how it may modify any escalation procedures to better meet specific customer needs. Each and every State Procurement office, as well as procuring entities, also has an assigned State Government HP Contract Program Manager point of contact to assist in the escalation process, eliminating the need to contact multiple people.

### Customer Feedback Escalation

HP has developed a strong customer feedback system, including a clear escalation process for handling dissatisfaction. The feedback system provides a variety of mechanisms for customers to communicate their suggestions, recommendations, comments, and complaints to HP. Cataloging and analyzing the feedback provides HP entities with valuable insight into trends, information, and issues that can be applied to improve products and process performance.

### Order Management Escalation Process

A Customer Service Representative (CSR) assigned to the WSCA account will oversee the order fulfillment activities from the point of order entry and acceptance, to invoicing and delivery. This includes customer satisfaction and any issues that WSCA may have during the deployment. The CSR is responsible with ensuring that any issues or potential issues are escalated to prevent deployment delays and will see problems through to resolution. Customer Services is required to adhere to the following standard service levels (in business hours):

Action	Standard Service Level (in business hours)
PO Receipt to CSR order entry	4.0 hrs
PO Receipt to clean (executable) order	8.0 hrs
Confirmation sent to customer/sales/mgmt that orders has been placed and provide order # and ETA if available.	4.0 hrs
Estimated Ship Date upon order entry (Provided to customer as requested or as part of regularly scheduled open order report)	Estimate based on best information available. With follow-up as new information becomes available.
Updates to estimated ship date (Provided to customer as requested or as part of regularly scheduled open order report)	As new information becomes available.
Call Back/Email Response to customer from CSR (from point customer leaves voicemail/email to point CSR calls customer back or responds to email request)	4 hrs
RMA Request (From time CSR receives to RMA being generated)	12 hrs
Warehouse Receipt of RMA'd goods to completion of Credit	3 days

All billing disputes should be brought to the attention of your HP Direct Customer Services Team. Customer Services will then work with HP's internal Finance Department that can resolve the disputes. The Finance Department will research the dispute, including gathering purchase order information from your CSR.

While customers may request that bills be submitted in a batch, all records are individually maintained by order number. Complete order information follows the order throughout the fulfillment process, and can be traced to each separate process to determine the source of any errors and the necessary action for resolution.

The resolution will be communicated to the customer by the Finance Department. Any credit due will be processed by your CSR. In the event that HP has maintained an incorrect price, additional research will be performed to determine the extent of error. Billing adjustments will be made as necessary.

### **Escalation Process**

The services global escalation process is a worldwide process that is initiated when it is determined that HP's standard service delivery processes have not delivered or will not deliver an acceptable solution to WSCA/NASPO and WSCA Participating State and/or procuring entities in an agreed-upon time frame.

The Escalation Process includes the following steps:

1. Formation of Escalation Team
2. Development of Technical Action Plan
3. Communication of Action Plan
4. Execution of Action Plan
5. Post-solution Review
6. Continual Improvement
- 7.

### **The Escalation Team**

When it has been determined that a problem has arisen and needs to be resolved, an Escalation Team is formed to manage issue resolution. The Escalation Team is comprised of technical and management members from HP. This team is responsible for developing an action plan to be used in resolving the issue. Members of the Escalation Team often include:

- Escalation Management Owner—represents the customer to HP, leads the escalation effort and is the focal point for communication of the plan to the customer.
- Escalation Specialist—assists with the development and coordination of the technical aspects of the action plan.
- Complex Problem Manager—as required, the Complex Problem Manager coordinates engineering and partner resources for complex problems involving multiple product sets.
- Additional Resources—may be added to the Escalation Team to add specific Product expertise as required in any given escalation. These resources may include: Engineering, Delivery Partners, HP Management and Executives.

### **Escalation Categories**

There are three categories of escalation:

- Local escalation
- Regional escalation
- Global escalation

Escalation categories are driven by a customer's view of the situation. If the impact on the customer is local (that is, within one area/country) the escalation category is local. If the impact is across a number of areas/countries within one region, the category is regional. If the impact is across a number of areas/countries in more than one region, the category is global. Once the escalation category has been determined, an Action Plan can be developed.

### **Issue Resolution**

In the event of a customer satisfaction issue, the customer's first point of contact is the Primary Account Representative/Contract Program Manager or the Account Manager. This individual engages the necessary resources in the local service delivery unit, obtains the support of management in the local customer business district, and keeps the concerned sales organization updated on progress. Most issues are resolved readily at the local level. If needed, the situation is escalated to executive management at the territory or U.S. level.

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## **EXHIBIT C – VALUE-ADDED SERVICES**

Contact HP, or visit the HP website, for further details on these Services:

Installation

Training

Self-Maintainer Program

Asset Management

Imaging

Factory Services for Servers and Storage

### **HP Lease Financing Information**

Individual Purchasing Entities may enter in to lease agreements for the Products covered in this Master Price Agreement, if they have the legal authority to enter into these types of agreements without going through a competitive process. The lease agreements were not reviewed or evaluated as part of the RFP evaluation process. HP sample lease documents can be found under the "Information Center" link available on HP's WSCA-approved website at [www.hp.com/buy/wscalii](http://www.hp.com/buy/wscalii).

## **EXHIBIT D- HP SOFTWARE LICENSE TERMS**

### **1. LICENSE GRANT**

HP grants Customer a non-exclusive, non-transferable license to "Use", in object code form, the Version or Release of the HP Branded Software delivered from an HP accepted order. For purposes of this Agreement, unless otherwise specified in the SLI, "Use" means to install, store, load, execute, and display one copy of the Software on one device at a time for Customer's internal business purposes. Customer's Use of such Software is subject to these license terms, the applicable Use restrictions and authorizations, and applicable licensed locations for the Software specified in SLI (the "Software License"). The usage terms specified in the SLI for HP Branded Software will not be materially more restrictive than the Use defined in this sub-section. For non-HP Branded Software, the third party supplier's license terms and use restrictions found in the SLI will solely govern its use.

### **2. OWNERSHIP**

This Software License confers no title or ownership and is not a sale of any rights in the Software. Third-party suppliers are intended beneficiaries under this Agreement and independently may protect their rights in the Software in the event of any infringement. All rights not expressly granted to Customer are reserved solely to HP or its suppliers.

### **3. ACCEPTANCE**

Customer accepts Software upon delivery.

### **4. UPGRADES**

Software Versions or maintenance updates, if available, may be ordered separately or may be available through Software Support. HP reserves the right to require additional licenses and fees for Software Versions or separately purchased maintenance updates or for Use of the Software in conjunction with upgraded Hardware or Software. When Customer obtains a license for a new Software Version through Software Support or purchases an upgrade license to a new Version, Customer's Software License for the earlier Version shall terminate. Software Versions are subject to the license terms in effect on the date that HP delivers or makes the Version available to Customer.

### **5. LICENSE RESTRICTIONS**

- a. Use Restrictions. Customer may not exceed the number of licenses, agents, tiers, nodes, seats, or other Use restrictions or authorizations agreed to and paid for by Customer. Some Software may require license keys or contain other technical protection measures. Customer acknowledges that HP may monitor Customer's compliance with Use restrictions and authorizations remotely, or otherwise. If HP makes a license management program available which records and reports license usage information, Customer agrees to appropriately install, configure and execute such license management program beginning no later than one hundred and eighty (180) days from the date it is made available to Customer and continuing for the period that the software is used.
- b. Copy and Adaptation. Unless otherwise permitted by HP, Customer may only make copies or adaptations of the Software for archival purposes or when copying or adaptation is an essential step in the authorized Use of the Software. If Customer makes a copy for backup purposes and installs such copy on a backup device, unless otherwise provided in the SLI, Customer may not operate such backup installation of the Software without paying an additional license fee, except in cases where the original device becomes inoperable. If a copy is activated on a backup device in response to failure of the original device, the Use on the backup device must be discontinued when the original or replacement device becomes operable. Customer may not copy the Software onto or otherwise Use or make it available on, to, or through any public or external distributed network. Licenses that allow Use over Customer's intranet require restricted access by authorized users only.
- c. Copyright Notice. Customer must reproduce all copyright notices that appear in or on the Software (including documentation) on all permitted copies or adaptations. Copies of documentation are limited to internal use.
- d. Designated System. Notwithstanding anything to the contrary herein, the Software License for certain Software, as identified in SLI, is non-transferable and for Use only on a computer system owned, controlled, or operated by or solely on behalf of Customer and may be further identified by HP by the combination of a unique number and a specific system type ("Designated System") and such license will terminate in the event of a change in either the system number or system type, an unauthorized relocation, or if the Designated System ceases to be within the possession or control

of Customer.

- e. OS Software. Operating system Software may only be used when operating the associated Hardware in configurations as approved, sold, or subsequently upgraded by HP or an HP Business Partner.
- f. Changes. Customer will not modify, reverse engineer, disassemble, decrypt, decompile, or make derivative works of the Software. Where Customer has other rights mandated under statute, Customer will provide HP with reasonably detailed information regarding any intended modifications, reverse engineering, disassembly, decryption, or decompilation and the purposes therefore.
- g. Use for Service Provision. Extending the Use of Software to any person or entity other than Customer as a function of providing services, (i.e.; making the Software available through a commercial timesharing or service bureau) must be authorized in writing by HP prior to such use and may require additional licenses and fees.
- h. Consultant Use and Access. Subject to the terms and conditions of this Agreement, Customer may permit a consultant or subcontractor to Use Software at the licensed location for the sole purpose of providing services to Customer. Customer will be responsible and directly liable to HP for consultants' compliance with this Agreement.

## 6. LICENSE TERM AND TERMINATION

Unless a different time period for the license is specified in the applicable SLI or quotation, the Software License granted to Customer will be perpetual, provided however that HP may terminate the Software License upon notice for failure to comply with this Agreement. Immediately upon termination of the Software License or upon expiration of any individual limited term license, Customer will destroy the Software and all copies of the Software subject to the termination or expiration or return them to HP. Customer shall remove and destroy or return to HP any copies of the Software that are merged into adaptations, except for individual pieces of data in Customer's database. Customer may retain one copy of the Software subsequent to termination solely for archival purposes only. At HP's request, Customer will certify in writing to HP that Customer has complied with these requirements.

## 7. LICENSE TRANSFER

Customer may not sublicense, assign, transfer, rent, or lease the Software or the Software License to any other party except as permitted in this section. Except as provided in sub-section 5.d above, HP Branded Software licenses are transferable subject to HP's prior written authorization and payment to HP of any applicable fees or compliance with applicable third party terms. Upon transfer of the Software License Customer's rights under the License will terminate and Customer will immediately deliver the Software and all copies to the transferee. The transferee must agree in writing to the terms of the Software License, and, upon such agreement, the transferee will be considered the "Customer" for purposes of the license terms. Customer may transfer firmware only upon transfer of the associated Hardware.

## 8. U.S. FEDERAL GOVERNMENT USE

If the Software is licensed for use in the performance of a U.S. Government prime contract or subcontract, Customer agrees that, consistent with FAR 12.211 and 12.212, commercial computer Software, computer Software documentation and technical data for commercial items are licensed under HP's standard commercial license.

## 9. COMPLIANCE

Customer agrees that HP may audit Customer's compliance with the Software License terms. Any such audit would be at HP's expense, require reasonable notice, and would be performed during normal business hours. If an audit reveals underpayments then Customer will immediately pay HP such underpayments together with the costs reasonably incurred by HP in connection with the audit and seeking compliance with this sub-section.

## 10. WARRANTY

HP Branded Software will materially conform to its Specifications. If a warranty period is not specified for HP Branded Software, the warranty period will be ninety (90) days from the delivery date.

## 11. VIRUS WARRANTY

HP warrants that any physical media containing HP Branded Software will be shipped free of viruses.

## 12. WARRANTY LIMITATION

---

HP does not warrant that the operation of Software will be uninterrupted or error free, or that Software will operate in Hardware and Software combinations other than as expressly required by HP in the Product Specifications or that Software will meet requirements specified by Customer.

**13. EXCLUSIVE REMEDIES**

If notified of a valid warranty claim during the warranty period, HP will, at its option, correct the warranty defect for HP Branded Software, or replace such Software. If HP is unable, within a reasonable time, to complete the correction, or replace such Software, Customer will be entitled to a refund of the purchase price paid upon prompt return of such Software to HP. Customer will pay expenses for return of such Software to HP. HP will pay expenses for shipment of repaired or replacement Software to Customer. This sub-section 13 states HP's entire liability for warranty claims.

**14. IMPLIED LICENSE**

There are no implied licenses.

## **EXHIBIT E – AUDITS MPA B27164**

### **SALES AUDIT PLAN**

The "HP" 2009-2014 WSCA/NASPO Personal Computer and Related Devices Contract, Sales Audit Plan" specifies the sales audit plan and sale audit report format, as it applies to Section 46.A of the Master Price Agreement B27164.

**Audit Purpose:** To confirm and ensure contract compliance. The audit will confirm if the agency paid the PSS discount price or a lower price in accordance with Section 13, Price Guarantee.

**Audit Responsibility:** HP WSCA Primary Account Representative/Contract Program Manager (HP Program Management)

**Audit Conducted:** Weekly

**Audit Results Timeframe:** Provided to WSCA/NASPO Administrator Quarterly as required by WSCA/NASPO.

### **Audit Process**

**Step 1** On a weekly basis the HP WSCA/NASPO Contract Program Manager will obtain two reports; 1) summary activity (total number of orders) and 2) weekly orders. These reports will be used to pull one tenth of one percent (.001) of orders weekly.

**Step 2** The HP WSCA/NASPO Primary Account Representative/Contract Program Manager will pull at random one tenth of one percent of orders covering all Bands within the PSS, if procured

**Step 3** The HP WSCA/NASPO Contract Program Manager will pull the online copies of Purchase Order and Invoices based on the random one tenth of one percent of orders selected

**Step 4** The information on the Purchase Order and invoice will be documented in an excel file.

**Step 5** The HP WSCA/NASPO Contract Program Manager will compare the pricing on the line item detail report in comparison with the Purchase Order/Invoice and HP WSCA/NASPO Contract PSS Discounts in an excel file and compile audit results.

**Step 6** The HP WSCA/NASPO Contract Program Manager will provide the WSCA/NASPO Administrator in email, as noted in the Mandatory Meeting on 3/31, the following information covering a Quarter of the above audit detail/results:

1. Total Number of Purchase Orders during the timeframe
2. Total Number of Purchase Orders/Invoices audited based on the one tenth of a percent or no more then 100 purchase orders/invoices if there are more then 100,000 orders.
3. Results in a brief summary

**Step 7** HP will request approval by the WSCA/NASPO administrator on the format of the first submission of the sales audit to ensure this meets with the guidelines of the WSCA/NASPO administrator.

**Step 8** The HP WSCA/NASPO Contract Program Manager will provide the final documents and results to the HP Contract Operations team for our records.



**WEBSITE PRICING AUDITS**

Website Pricing Audits as it applies to Section 46.A, of the Master Price Agreement B27164, is specified below.

HP has different team members that audit the pricing and websites. First, the WNPSP and other State standards pricing is monitored and updated by a set of team members daily and weekly and these are also monitored by the HP Contract Program Management team and inside sales teams on an ongoing basis, monthly and quarterly, see below schedule.

Next, the PSS catalog file that HP will create for the new WSCA contract is tied to the then current HP List price and category percentages for each Band as noted in the HP PSS discount structure, which automatically generates the pricing fed to the website to calculate the pricing. As you may know with emerging technology, the list price can change weekly so this automated feature ensures the pre-calculated pricing is flowing accurately to the website.

In addition to the sales audit plan attached to this response, the HP Program Management team is instituting an additional website audit that will be conducted bi-monthly on the PSS and monthly covering both the WNPSP and State Specific Standards website pricing as noted on the below schedule.

As a normal course of business, HP contract operations and compliance teams conduct spot checks and internal audits to ensure compliance through a variety of internal audits, which will also continue. HP takes contract compliance seriously and even has an entire team dedicated to Government contract management, operations and compliance.

WNPSP/State Specific Standards					
WSCA/NASPO main site	Daily	Weekly	Monthly	Bi-Monthly	Quarterly
	Initial setup			X	X
WSCA Participating State Sites	Initial Setup		X	X	X
PSS Website Audits					
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
				X	
WSCA Participating State Sites				X	
Standard HP Internal Audits					
WSCA/NASPO main site		Weekly	Monthly	Bi-Monthly	Quarterly
					X
WSCA Participating State Sites					X



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

11/14/2014

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

**IMPORTANT:** If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

<b>PRODUCER</b>  Marsh Risk and Insurance Services, Inc. CA License #0437153 777 S. Figueroa Street Los Angeles, CA 90017	<b>CONTACT NAME:</b>	
	<b>PHONE (A/C, No, Ext):</b>	<b>FAX (A/C, No):</b>
	<b>EMAIL ADDRESS:</b>	
	<b>INSURER(S) AFFORDING COVERAGE</b>	
<b>INSURED</b>  Hewlett-Packard Company 3000 Hanover Street Palo Alto, CA 94304	<b>INSURER A:</b> Old Republic Insurance Co.	<b>NAIC #</b> 24147
	<b>INSURER B:</b> Tall Tree Insurance Co	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

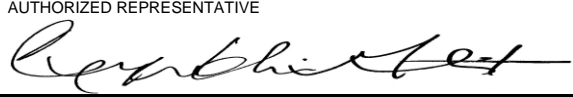
**COVERAGES****CERTIFICATE NUMBER:****REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<b>GENERAL LIABILITY</b> <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> _____ <input type="checkbox"/> _____ GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC			MWZY 302782	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 2,500,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 2,500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 2,500,000 GENERAL AGGREGATE \$ Not Applicable PRODUCTS - COMP/OP AGG \$ Not Applicable \$
A	<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS <input type="checkbox"/> LEASED <input type="checkbox"/> _____			MWTB 302386	9/30/2014	9/30/2015	COMBINED SINGLE LIMIT (Ea accident) \$ 2,500,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
B	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION \$			470-1XL0096 ***XS 2.5M SIR*** ***OR UNDERLYING POLICY***	9/30/2014	9/30/2015	EACH OCCURRENCE \$ 500,000 AGGREGATE \$ 500,000 \$
A	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (MANDATORY IN NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	MWC 302780 00 "As respects WC only, all states, except CA, WA, OH and Monopolistic States"	9/30/2014	9/30/2015	<input checked="" type="checkbox"/> WC STATUTORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
							Check box if Certificate Holder requests the following: Additional Insured: <input type="checkbox"/> Waiver of Subrogation: <input type="checkbox"/>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

**CERTIFICATE HOLDER****CANCELLATION**

Arizona Department of Administration, State Procurement Office 100 N. 15th Avenue, Suite 201 Phoenix, AZ 85007	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  AUTHORIZED REPRESENTATIVE 
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**WSCA-NASPO Contract Administration**

112 Administration Building  
50 Sherburne Avenue  
St. Paul, MN 55155  
Fax: 651.297.3996

TTY: MN Relay Service 1.800.627.3529  
<http://www.mmd.admin.state.mn.us>

**WSCA-NASPO PC Contracts 2009-2014  
COMPUTER EQUIPMENT, PERIPHERALS, AND RELATED SERVICES  
MASTER PRICE AGREEMENT NUMBER B27164  
AMENDMENT NUMBER 5**

**THIS AMENDMENT** is by and between the State of Minnesota, acting through its commissioner of Administration, for the WSCA/NASPO ("Lead State") and Hewlett-Packard Company (Contractor).

**WHEREAS**, the Lead State has a Contract with the Contractor identified as No. B27164, effective September 1, 2009, through March 31, 2015, to provide direct-from-manufacturer personal computer equipment and related devices, software and services; and

**WHEREAS**, Minn. Stat. § 16C.03, subd. 5, affords the commissioner of Administration, or delegate pursuant to Minn. Stat. § 16C.03, subd. 16, the authority to amend contracts; and

**WHEREAS**, the terms of the Contract specifically state that the contract may be amended per agreement by both parties.

**NOW, THEREFORE**, it is agreed by the parties to amend the Contract as follows:

- 1. Contract is extended through September 30, 2015.

This Amendment is effective beginning on April 1, 2015, or upon the date that the final required signatures are obtained, whichever occurs later, and shall remain in effect until September 30, 2015, or until the Contract is canceled, whichever occurs first.

Except as herein amended, the provisions of the original Contract between the parties hereto are expressly reaffirmed and remain in full force and effect.

**IN WITNESS WHEREOF**, the parties have caused this Amendment to be duly executed intending to be bound thereby.

**1. HEWLETT-PACKARD COMPANY**

The Contractor certifies that the appropriate person(s) have executed this document on behalf of the Contractor as required by applicable articles, bylaws, resolutions, or ordinances.

By: Nancy Lenkowski  
Nancy Lenkowski  
Title: Contract Administrator

Date: 3/3/2015

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**2. LEAD STATE OF MINNESOTA  
MATERIALS MANAGEMENT DIVISION**  
In accordance with Minn. Stat. § 16C.03, Subd. 3.

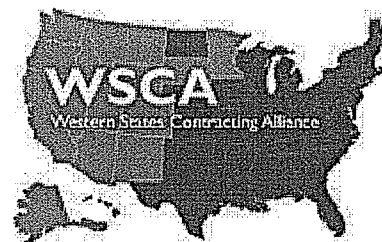
By: Joe Kahrle  
Title: Acquisition Management Specialist  
Date: 3/10/15

**3. LEAD STATE OF MINNESOTA  
COMMISSIONER OF ADMINISTRATION**  
Or delegated representative.

By: Original signed  
Date: \_\_\_\_\_

**MAR 10 2015**

By Lucas J. Jannett



### MN-WSCA/NASPO PC Contracts

[Home](#)

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[2004 - 2009  
Contracts](#)

[How to Participate](#)

[2009 - 2014  
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**What's New**  
[Customer Survey](#)

**Quick Links:**  
• [WSCA](#)  
• [NASPO](#)

## WESTERN STATES CONTRACTING ALLIANCE MASTER PRICE AGREEMENT

for

### COMPUTER EQUIPMENT, SOFTWARE, PERIPHERALS AND RELATED SERVICES

## **2009-2014 (WSCA/NASPO III) Hewlett Packard Company Number B27164**

This Agreement is made and entered into by **Hewlett Packard Company, 11445 Compaq Center Drive W, Houston, TX, 77070 ("Contractor")** and the Department of Administration ("State") on behalf of the State of Minnesota, participating members of the National Association of State Procurement officials (NASPO), members of the Western States Contracting Alliance (WSCA) and other authorized Participating States and Participating Entities.

### **CONTRACTOR CONTACT**

Hewlett Packard Company  
442 Swan Blvd.  
Deerfield, IL 60015  
Attn: Debra Lee, WSCA/NASPO Contract Prog. Mgr.  
Email: [debra.lee@hp.com](mailto:debra.lee@hp.com)  
Phone: 847-537-0344  
Fax: 281-927-5213

### **CURRENT CONTRACT TERM**

#### **Agreement Term**

Pursuant to Minnesota law, the term of this Agreement shall be effective upon the date of final execution by the State of Minnesota or on **9/1/2009, whichever is later, through 8/31/2012** (3 years). The Agreement may be renewed for **two (2) years, through 8/31/2014**, unless terminated pursuant to the terms of this Agreement.

**HP Website:** [www.hp.com/buy/wscaiii](http://www.hp.com/buy/wscaiii)

**B27164 Master Price Agreement (with all amendments)**

**B27164 - HP Model Participating Addendum**

You will need **Adobe Acrobat Reader** to print or view PDF files. Adobe also provides a set of free tools that allow visually disabled users to read documents in Adobe PDF format. Acrobat Reader with **Accessibility for Visually Impaired Users** converts PDF documents into either HTML or ASCII text which can then be read by many screen reading programs.

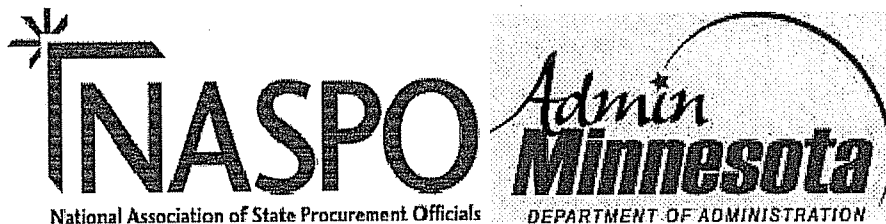
Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529. The State of Minnesota is an Equal Opportunity Employer.

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We welcome your **comments and suggestions** about our website.

Website for this page is:

[http://www.mmd.admin.state.mn.us/wsca/2009-2014\\_contracts.asp](http://www.mmd.admin.state.mn.us/wsca/2009-2014_contracts.asp)



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[How to Participate](#)

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What's New  
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Survey

**WSCA/NASPO PC Contracts - 2009-2014**

**Participation by states or state information technology authorities**

**Quick Links:**

- [WSCA](#)
- [NASPO](#)

This is a list of states or state information technology authorities that have executed an Intent to Participate in this contracting effort, and the actual Participating Addenda signed by these entities.

If your state or state information technology authority is not listed, go to the "**How to Participate**" page of this website.

List of manufacturers by state: **PC Manufacturers**

**Printer/Servers-Storage Manufacturers**

State of Arizona Notes: This attachment provides a summary of awards under the WSCA PC etc. solicitation conducted by the State of Minnesota. This is the complete listing of WSCA awards; but not all contractors shown here have entered into an agreement with the State of Arizona.

Master Price Agreement	Contract Type
<b>B27157 Ace Technology Partners, LLC</b>	PC (including printers/server-storage)
<b>B27158 Apple Inc.</b>	PC (including printers/server-storage)
<b>B27159 Computer Technology Link</b>	PC (including printers/server-storage)
<b>B27160 Dell Marketing L.P.</b>	PC (including printers/server-storage)
<b>B27161 EMC Corporation</b>	Server Storage
<b>B27162 Fujitsu America, Inc.</b>	PC (including printers/server-storage)
<b>B27163 Grace Global Corporation</b>	PC (including printers/server-storage)
<b>B27164 Hewlett Packard Company</b>	PC (including printers/server-storage)
<b>B27165 Howard Technology Solutions</b>	PC (including printers/server-storage)
<b>B27166 IBM Corporation</b>	Server Storage
<b>B27167 Kyocera Mita America</b>	Printer
<b>B27168 Lenovo (United States) Inc.</b>	PC (including printers/server-storage)
<b>B27169 Lexmark International, Inc.</b>	Printer
<b>B27170 NetApp, Inc.</b>	Server Storage
<b>B27171 Oki Data Americas, Inc.</b>	Printer
<b>B27175 Oracle America, Inc.</b>	Server Storage

<b>B27172 Panasonic Solutions Company</b>	PC (including printers/server-storage)
<b>B27173 Quantum Corporation</b>	Server Storage
<b>B27174 Ricoh Americas Corp.</b>	Printer
<b>B27176 Toshiba America Information Systems</b>	PC (including printers/server-storage)
<b>B27177 Transource Computers</b>	PC (including printers/server-storage)
<b>B27178 Xerox Corporation</b>	Printer
<b>B27179 Xiotech Corporation</b>	Server Storage

### Volume Data Reports

Volume Data reports can be found by clicking the link above.

You will need **Adobe Acrobat Reader** to print or view PDF files. Adobe also provides a set of free tools that allow visually disabled users to read documents in Adobe PDF format. Acrobat Reader with **Accessibility for Visually Impaired Users** converts PDF documents into either HTML or ASCII text which can then be read by many screen reading programs.

Information found on this website can be made available in alternative formats, such as large print, Braille, or on tape, by calling 651.296.2600. Persons with a hearing or speech disability can contact us through the Minnesota Relay Service by dialing 711 or 1.800.627.3529. The State of Minnesota is an Equal Opportunity Employer.

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We welcome your **comments and suggestions** about our website.

>

## WSCA PC/Server-Storage/Printer/Peripherals Contract Awards

### Award Categories (Bands)

(Language in Blue added by Arizona)

#### Computing Equipment – Primary categories

- **BAND 1 - Servers**
  - Server One – Rack Mount Server
  - Server Two – Tower Server
- **BAND 2 - Workstations**
  - Desktop
  - Laptop
  - Tablet PC
- **BAND 3 - Printers**
  - High-speed
  - Medium speed
  - Desktop
  - Portable (Laptop)
  - Multifunctional High speed
  - Multifunctional Medium speed
  - Multifunctional Desktop
- **BAND 4 - Storage Solution** (LANs not included in Arizona PA's)
  - Storage Area Networks (SAN)
  - Network Attached Storage (NAS)
- **BAND 5 - PDA's** (not included in Arizona PA's)
- **BAND 6 - Instructional Packages (Bundles)** - Responders must provide a summarized list of the instructional packages being proposed for inclusion in this Band. The packages should include, but are not limited to the product packages included in the pricing configurations in Appendix B. Whiteboards will not be allowed to be sold as separate items. They must be included in a package to be available on the Contract.
  - Workstation & Projector Package
  - Laptop, Projector, and Whiteboard Package
- **BAND 7 – Monitors** - Monitors may vary from small desk top units (15”) to larger, wall mounted units (50”) that might serve in a classroom or conference room setting; but in any case must be connected to a computer. Audio Visual products, such as Televisions are not included in this band, or in the resulting contracts.

**The following categories are not specific bands, but are products that will be allowed to be sold under the Master Price Agreements.**

- **OPERATING SYSTEMS** - Responders must provide, at a minimum, a licensed operating system with each type of processor. Responders must provide a summarized list of the operating systems that are proposed for each of the following categories of processors. (Operating System software allowed in Arizona PA's; check PA for software restrictions.)
- **LOCAL AREA NETWORK** - Responders may propose and provide local area network devices including but not limited to switches, cables, and related software. Responders should provide a summarized list of proposed LAN equipment and related software. (LANs not included in Arizona PA's)
- **DIGITAL PROJECTORS** - Responders may propose LCD Projectors by providing a summarized list of the products. (not included in Arizona PA's)



HP Reseller Agents  
 State of Arizona WSCA/NASPO  
 ADSP010-00000005



Outlet ID	HP Reseller Name	Address	City	State	Zip Code	HP Public Sector Elite	HP Diversity Network
5612020001	Advantage Computers	150 S Camino Seco Ste 118	Tucson	AZ	85710	No	No
5926110005	Agilysys Inc	6909 W Ray Rd Bldg 15 Ste 121	Chandler	AZ	85226	No	No
6372890001	Agnitio Software LLC	4742 N 24th St Ste A150	Phoenix	AZ	85016	No	No
238090001	Agoura Data Systems	124 W Orion St Ste F10	Tempe	AZ	85283	No	No
44850001	American Wordata	8190 W Deer Valley Rd. Ste 104 PMB # 267	Peoria	AZ	85382	No	No
2425730001	Anovica Corporation	1133 E Missouri Ave Ste L	Phoenix	AZ	85014-2789	No	No
363650001	Avnet Partner Solutions Reseller A Div O	8700 S Price Rd 2nd Fl	Tempe	AZ	85284	No	No
2415700001	AvoCon Solutions Inc	8936 N Central Ave	Phoenix	AZ	85020	No	No
2413640001	Birdabove Technologies Inc	8655 E Via De Ventura Dr, Ste G-200	Scottsdale	AZ	85258	No	No
5741540001	CADsoft Consulting Inc	4515 S McClintock Dr Ste 115	Tempe	AZ	85282	No	No
5827140001	Castillo Technologies LLC	3021 S 35th St Ste 6	Phoenix	AZ	85034-7236	No	No
236990001	CDW-G	1850 E. Northrop Blvd.	Chandler	AZ	85286	Yes	No
5722520001	Channel Pros Incorporated	2419 N Black Canyon Hwy Ste 21	Phoenix	AZ	85009	No	No
5845300001	CLH International Inc	1333 E University Dr	Tempe	AZ	85281-4216	No	No
236010004	CompUSA	10330 N 90th St	Scottsdale	AZ	85258-4411	No	No
23820008	Computer Tech	9831 S 51st St Ste E 126	Phoenix	AZ	85044	No	No
218300001	Computime Inc	1702 Willow Creek Rd Ste A	Prescott	AZ	86301	No	No
298280001	Cybergear Inc	2674 E Page Ave	Gilbert	AZ	85234-6311	No	No
2402070001	Enterprise Networks Solutions Inc	4801 E Mckellips Rd Ste 140C	Mesa	AZ	85215-2527	No	No
310230001	Enterprise Technology Services	730 N 52nd St Ste 100	Phoenix	AZ	85008	No	No
5849710002	Eumotif Inc	1717 E Bell Rd Ste 12	Phoenix	AZ	85022-6200	No	No
5738220001	Frontier Technology LLC	8160 S Hardy Dr	Tempe	AZ	85284-1117	No	No
110400031	GHA Technologies	4763 E Hopi Cir	Mesa	AZ	85206	No	No
110400001	GHA Technologies Inc	8998 E Raintree Dr	Scottsdale	AZ	85260-2903	No	No
31980001	Hughes-Calihan Corp	4730 N 16th St	Phoenix	AZ	85016-4604	No	No
5836490001	Impact BDC	2233 E Rio Vistoso Ln	Oro Valley	AZ	85737	No	No
280820010	Insight Direct USA Inc	1305 W Auto Dr	Tempe	AZ	85284	Yes	No
67750001	InterTech Computer Products Inc	5225 S 39th St	Phoenix	AZ	85040	No	No
2405880001	IT Partners	2828 N Central Ave Ste 1203	Phoenix	AZ	85004	Yes	No
5980680001	IT1Source LLC	8777 E Via De Ventura Ste 375	Scottsdale	AZ	85258	No	No
2399780002	Jeff McDermott	1211 E Todd Dr	Tempe	AZ	85283	No	No
314740001	Laser & Computer Options Inc	1809 W 4th St	Tempe	AZ	85281	No	No
5624300001	LeeShanok Network Solutions	820 E Fort Lowell Rd	Tucson	AZ	85719	No	No

HP Reseller Agents  
 State of Arizona WSCA/NASPO  
 ADSP010-00000005



Outlet ID	HP Reseller Name	Address	City	State	Zip Code	HP Public Sector Elite	HP Diversity Network
356990035	Logicalis	20846 N 52nd Ave	Glendale	AZ	85308	No	No
6467650001	MacKenzie And Company	5194 W Ross Dr	Chandler	AZ	85226	No	No
2416150001	Markworth Computer Networking	10053 E Lurlene Dr	Tucson	AZ	85730-1507	No	No
5766310001	Micro Symplex	2333 E University Dr	Phoenix	AZ	85034	No	No
5889370002	Milestone Computer Technology Inc	6635 W Happy Valley Rd Ste A104 # 102	Glendale	AZ	85310	No	No
2431510001	Netsis LLC	21066 N 74th Ln	Glendale	AZ	85308	No	No
267650001	Network Infrastructure Corp	1131 W Warner Rd Ste 111	Tempe	AZ	85284	No	No
267470001	NORTHCOM Technologies	780 Cove Pkwy	Cottonwood	AZ	86326	No	No
5799470001	Nothing But NET	455 S 48th St Ste 101	Tempe	AZ	85281-2302	No	No
329250001	NVision Networking Inc	7450 N Thornydale Rd	Tucson	AZ	85741	No	No
8153610001	OneSource Technologies	7419 E Helm Dr Ste B	Scottsdale	AZ	85260	No	No
6364780001	Payson Technology Group, LLC	925 W Baseline Rd Ste 105G2	Tempe	AZ	85283	No	No
5964740001	PGI Solutions LLC	20229 N. 67th Ave, pmb 154 Ste. C4	Glendale	AZ	85308	No	No
5974260001	Premise One Incorporated	1335 N Mondel Dr	Gilbert	AZ	85233	No	No
5917570001	Pursuit Technologies LLC	7272 E Indian School Rd Ste 510	Scottsdale	AZ	85251	No	No
314950001	Safari Micro	2111 E Baseline Rd Ste B7	Tempe	AZ	85283	No	No
6449120001	Silverado Technologies	655 N Alvernon Way Ste 216	Tucson	AZ	85711-1825	No	No
140320001	Swift Office Solutions Inc	2429 W 12th St Ste 6	Tempe	AZ	85281	No	No
5953360001	TECHKNOTT L.L.C.	167 E San Remo Ave	Gilbert	AZ	85234	No	No
231350001	The CAD Store	15353 N 91st Ave	Peoria	AZ	85381	No	No
53120002	Transource Computers	2405 W Utopia Rd	Phoenix	AZ	85027	No	No
142340001	WJM Computer Solutions	6741 N. Thornydale Road Ste 127	Tucson	AZ	85741	No	No
182910005	World Wide Technology Inc	9365 S McKemy St Ste 105	Tempe	AZ	85284-2956	Yes	Yes



# Purchase Order

Dispatch via Print

**City of Glendale, Arizona**  
MATERIALS MANAGEMENT  
5850 WEST GLENDALE AVENUE, SUITE 330  
Glendale AZ 85301-2563  
United States

**Vendor:** 000002131  
HEWLETT PACKARD  
3000 HANOVER STREET  
PALO ALTO CA 94304

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
COGAZ-0000021027	03/31/2015		1
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
Net 30	Destination	Standard	
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>	
Connie Schneider		USD	

**Ship To:** INF SYS PD  
INFORMATION SYSTEMS, PUBLIC SAFETY  
6835 N. 57TH DRIVE  
PUBLIC SAFETY COMPLEX  
2ND FLOOR  
Glendale AZ 85301  
United States

**Bill To:** INFORMATION TECHNOLOGY  
6830 N. 57TH DRIVE  
GLENDALE AZ 85301  
United States

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1-	1 SQL Servers - Hardware (Qty 3) Attn: Claire Smith		47,123.07	EA	1.00	47,123.07	04/17/2015
<b>Schedule Total</b>						<u>47,123.07</u>	
<b>Item Total</b>						<u>47,123.07</u>	
2-	1 SQL Servers - Software Attn: Claire Smith		1,202.31	EA	1.00	1,202.31	04/17/2015
<b>Schedule Total</b>						<u>1,202.31</u>	
<b>Item Total</b>						<u>1,202.31</u>	
3-	1 SQL Servers - Support Attn: Claire Smith		993.60	EA	1.00	993.60	04/17/2015
<b>Schedule Total</b>						<u>993.60</u>	
<b>Item Total</b>						<u>993.60</u>	
4-	1 Estimated Tax Attn: Claire Smith		5,918.27	EA	1.00	5,918.27	04/17/2015
<b>Schedule Total</b>						<u>5,918.27</u>	
<b>Item Total</b>						<u>5,918.27</u>	
5-	1 Shipping & Handling Attn: Claire Smith		1,000.00	EA	1.00	1,000.00	04/17/2015
<b>Schedule Total</b>						<u>1,000.00</u>	
<b>Item Total</b>						<u>1,000.00</u>	

FOR INTERNAL USE ONLY: RECEIVING AUTHORIZATION

Department Payment Authorization Emp # Date

Receiving Department Emp # Date

FAP #2 UNIFORM EXPENDITURE/SIGNATURE AUTHORITY

\$0-\$4,999.99 Supervisor or mid-manager Emp # Date

\$5,000-\$24,999.99 Director or Deputy Director Emp # Date

Authorized Signature

*Connie Schneider* 1/2



# Purchase Order

Dispatch via Print

**City of Glendale, Arizona**  
MATERIALS MANAGEMENT  
5850 WEST GLENDALE AVENUE, SUITE 330  
Glendale AZ 85301-2563  
United States

**Vendor:** 000002131  
HEWLETT PACKARD  
3000 HANOVER STREET  
PALO ALTO CA 94304

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
COGAZ-0000021027	03/31/2015		2
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
Net 30	Destination	Standard	
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>	
Connie Schneider		USD	

**Ship To:** INF SYS PD  
INFORMATION SYSTEMS, PUBLIC SAFETY  
6835 N. 57TH DRIVE  
PUBLIC SAFETY COMPLEX  
2ND FLOOR  
Glendale AZ 85301  
United States

**Bill To:** INFORMATION TECHNOLOGY  
6830 N. 57TH DRIVE  
GLENDALE AZ 85301  
United States

<b>Tax Exempt?</b> N	<b>Tax Exempt ID:</b>	<b>Replenishment Option:</b> Standard
<b>Line-Sch</b>	<b>Item/Description</b>	<b>Mfg ID</b>
		<b>Quantity UOM</b>
		<b>PO Price</b>
		<b>Extended Amt</b>
		<b>Due Date</b>

\$25,000-\$49,999.99 Executive Management Emp # Date

\$50,000 or more City Manager, Asst. City Manager Emp # Date

### COOP AWARD DIRECT PURCHASE ORDER INFORMATION

ORDERING --- Material or service is to be supplied, as per quote # GDL-35349-01 with Hewlett Packard. This is an emergency purchase request for the procurement of 3 SQL Servers. Servers will be procured from Hewlett Packard utilizing the State of Arizona contract ADSPO10-0000005.

GENERAL TERMS & CONDITIONS --- Applicable terms & conditions to this purchase order are as incorporated under the cooperative contract award referenced in this order.

**INDEMNITY** - Vendor agrees, to indemnify the City of Glendale against all claims for damages to persons or property resulting from defects in materials or workmanship. Vendor further agrees to indemnify and save the City of Glendale harmless from any loss, damage or expense whatsoever from any and all claims or demands arising as a result of injuries to persons or damage to property in respect to the delivery of goods or the performance of services hereunder by vendor, including but not limited to claims or demands arising from accidents occurring on the premises of the City of Glendale, whether or not caused by the negligence of the vendor, its agents or employees or the negligence of the City of Glendale, its agents or employees or that of any person, firm or entity. Vendor further agrees to indemnify and save the City of Glendale harmless from any loss damage or expense whatsoever resulting to the City of Glendale from any and all claims and demands on account of infringement or alleged infringement of any patent in connection with the manufacture or use of any product included in this purchase order and upon written request vendor will defend at its own cost and expense and legal action or suit against the City of Glendale involving any such alleged patent infringement and will pay and satisfy any and all judgements or decrees rendered in any such legal actions or suits.

**WARRANTY** - Unless otherwise specified, all items shall be guaranteed for a minimum period of one year against defects in materials and workmanship. During the period, if a defect should occur, that item shall be repaired or replaced by the vendor at no obligation to the City, except where it be shown that the defect was caused by misuse and not by faulty manufacture. The vendor expressly warrants all items to be new, free from defects in design, materials and workmanship, and to be fit and sufficient for their intended purpose. Any sample or model submitted shall create an express warranty

For further information call Connie Schneider, Contract Analyst, at (623) 930-2868. Purchase Requisition # 8487, requisitioner Claire Smith, account # 1140-11530-551400.

**PAYMENT TERMS** - Unless otherwise stated, payment terms of NET 30 DAYS shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later.

**GENERAL TERMS & CONDITIONS** - Applicable terms & conditions to this purchase order are available for review and downloading at the city of Glendale's Internet page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing).

**Total PO Amount**

56,237.25

Authorized Signature

*Connie Schneider* 2/2



# Purchase Order

Dispatch via Print

**City of Glendale, Arizona**  
MATERIALS MANAGEMENT  
5850 WEST GLENDALE AVENUE, SUITE 330  
Glendale AZ 85301-2563  
United States

**Vendor:** 0000002131  
HEWLETT PACKARD  
3000 HANOVER STREET  
PALO ALTO CA 94304

<b>Purchase Order</b> COGAZ-0000021029	<b>Date</b> 04/01/2015	<b>Revision</b>	<b>Page</b> 1
<b>Payment Terms</b> Net 30	<b>Freight Terms</b> Destination	<b>Ship Via</b> Standard	
<b>Buyer</b> Connie Schneider	<b>Phone</b>	<b>Currency</b> USD	

**Ship To:** WAREHOUSE  
ATTN: IT DEPT  
6210 W. MYRTLE AVE  
FIELD OPERATIONS CENTER  
GLENDALE AZ 85301-2599

**Bill To:** INFORMATION TECHNOLOGY  
6830 N. 57TH DRIVE  
GLENDALE AZ 85301  
United States

Tax Exempt? N	Tax Exempt ID:	Replenishment Option: Standard				
Line-Sch	Item/Description	Mfg ID	Quantity UOM	PO Price	Extended Amt	Due Date
1- 1	HP PC Replacements - 100 Desktops and warranty Attn: Claire Smith		75,008.00 EA	1.00	75,008.00	04/24/2015
<b>Schedule Total</b>					<u>75,008.00</u>	
<b>Item Total</b>					<u>75,008.00</u>	
2- 1	HP PC Replacements - 100 Monitors Attn: Claire Smith		14,500.00 EA	1.00	14,500.00	04/24/2015
<b>Schedule Total</b>					<u>14,500.00</u>	
<b>Item Total</b>					<u>14,500.00</u>	
3- 1	HP PC Replacements - 10 Laptops and warranty Attn: Claire Smith		15,005.40 EA	1.00	15,005.40	04/24/2015
<b>Schedule Total</b>					<u>15,005.40</u>	
<b>Item Total</b>					<u>15,005.40</u>	
4- 1	Estimated Tax Attn: Claire Smith		10,451.34 EA	1.00	10,451.34	04/24/2015
<b>Schedule Total</b>					<u>10,451.34</u>	
<b>Item Total</b>					<u>10,451.34</u>	
5- 1	Shipping & Handling Attn: Claire Smith		2,000.00 EA	1.00	2,000.00	04/24/2015
<b>Schedule Total</b>					<u>2,000.00</u>	
<b>Item Total</b>					<u>2,000.00</u>	

### COOP AWARD DIRECT PURCHASE ORDER INFORMATION

ORDERING --- Material or service is to be supplied, as per quote # 10281025-3 with Hewlett Packard. This is an emergency purchase request for the procurement of desktop PCs and Laptops to replace failing equipment throughout the City. Purchase will be made from Hewlett Packard utilizing Arizona State Contract # ADSPO10-00000005.

GENERAL TERMS & CONDITIONS --- Applicable terms & conditions to this purchase order are as incorporated under the cooperative contract award referenced in this order.

For further information call Connie Schneider, Contract Analyst, at (623) 930-2868. Purchase Requisition # 8488, requisitioner Claire Smith, account # 1140-11530-521000.

PAYMENT TERMS - Unless otherwise stated, payment terms of NET 30 DAYS shall be applied by the City. Payment terms to apply after receipt of invoice or final acceptance of the product/service, whichever is later.

Authorized Signature

*Connie Schneider* 1/2



# Purchase Order

Dispatch via Print

**City of Glendale, Arizona**  
MATERIALS MANAGEMENT  
5850 WEST GLENDALE AVENUE, SUITE 330  
Glendale AZ 85301-2563  
United States

**Vendor:** 0000002131  
HEWLETT PACKARD  
3000 HANOVER STREET  
PALO ALTO CA 94304

<b>Purchase Order</b>	<b>Date</b>	<b>Revision</b>	<b>Page</b>
COGAZ-0000021029	04/01/2015		2
<b>Payment Terms</b>	<b>Freight Terms</b>	<b>Ship Via</b>	
Net 30	Destination	Standard	
<b>Buyer</b>	<b>Phone</b>	<b>Currency</b>	
Connie Schneider		USD	

**Ship To:** WAREHOUSE  
ATTN: IT DEPT  
6210 W. MYRTLE AVE  
FIELD OPERATIONS CENTER  
GLENDALE AZ 85301-2599

**Bill To:** INFORMATION TECHNOLOGY  
6830 N. 57TH DRIVE  
GLENDALE AZ 85301  
United States

<b>Tax Exempt?</b> N	<b>Tax Exempt ID:</b>	<b>Replenishment Option:</b> Standard					
<b>Line-Sch</b>	<b>Item/Description</b>	<b>Mfg ID</b>	<b>Quantity</b>	<b>UOM</b>	<b>PO Price</b>	<b>Extended Amt</b>	<b>Due Date</b>

GENERAL TERMS & CONDITIONS - Applicable terms & conditions to this purchase order are available for review and downloading at the city of Glendale's Internet page, [www.glendaleaz.com/purchasing](http://www.glendaleaz.com/purchasing).

FOR INTERNAL USE ONLY: RECEIVING AUTHORIZATION

Department Payment Authorization Emp # Date

Receiving Department Emp # Date

FAP #2 UNIFORM EXPENDITURE/SIGNATURE AUTHORITY

\$0-\$4,999.99 Supervisor or mid-manager Emp # Date

\$5,000-\$24,999.99 Director or Deputy Director Emp # Date

\$25,000-\$49,999.99 Executive Management Emp # Date

\$50,000 or more City Manager, Asst. City Manager Emp # Date

**Total PO Amount** 116,964.74

Authorized Signature  
*Connie Schneider* 2/2



## Legislation Description

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**File #: 15-252, Version: 1**

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### **EXPENDITURE AUTHORIZATION FOR THE PURCHASE OF IPAD AIRS FOR ELECTRONIC PATIENT CARE REPORTING (EPCR) FROM VERIZON WIRELESS**

Staff Contact: Mark Burdick, Fire Chief

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

This is a request for City Council to authorize the purchase of 75 iPad Aairs plus charging units and protective cases from Verizon Wireless in an amount not to exceed \$44,753.61.

#### **Background**

The department is in the process of implementing Electronic Patient Care Reporting (EPCR) and will need iPad devices for emergency responders to input patient care reports. We are currently a participating Emergency Medical Services (EMS) Agency with Arizona Department of Health Services (AZDHS). As a requirement of the Certificate of Necessity submitted to AZDHS and to be recognized as a Premier Level EMS Agency, we are required to have an EPCR system that uploads data directly to the State.

The department solicited request for quotes from four vendors, with Verizon Wireless being the lowest responsive bidder. This procurement request meets the requirements for the informal purchase procedures. Written quotes were received from Verizon Wireless, Insight Public Sector, Best Buy and Starwest Tech International.

The devices will be purchased with one time funds for Fiscal Year 2014/15.

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

The Premier EMS Agency Program (PEAP) is a quality assurance initiative through AZDHS in the Bureau of Emergency Medical Services & Trauma System. The PEAP recognizes Arizona's EMS agencies for their dedication to improve the care they provide for their patients. All PEAP agencies have demonstrated to AZDHS that they have:

1. A senior director that attests the agency is committed to use data to optimize patient care through the establishment of policies, personnel, and resources.
2. A committed and empowered quality assurance team that reviews 100% of emergency responses dealing with :
  - Major Traumas
  - Acute Strokes
  - Acute Heart Attacks
  - Out of Hospital Cardiac Arrest

3. An EPCR system that submits all emergency responses to the Arizona Prehospital Information and EMS Registry System consistent with data submission guidelines.
4. Active attendance and participation in applicable data and quality assurance initiatives.
5. A process or a system that uses data from the EPCR system to develop training, education, and polices that enhance patient care.

**Budget and Financial Impacts**

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$44,753.61</b>	<b>1000-12436-521000, Fire Medical Service &amp; Health</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



## Eismann, Mary

---

**To:** Chappelle, Renee E  
**Subject:** RE: iPad Air quote request

---

**From:** Chappelle, Renee E [mailto:Renee.Chappelle@VerizonWireless.com]  
**Sent:** Monday, March 23, 2015 4:51 PM  
**To:** Eismann, Mary  
**Subject:** RE: iPad Air quote request

Mary,  
Sorry, Here ya go.

Description	Quantity	Unit Price	Price
Apple® iPad® Air 16 GB	75	\$ 429.99	\$ 32,249.25
Belkin Auto Charger	75	\$ 22.49	\$ 1,686.57
Life Proof Case	75	\$ 97.49	\$7,311.75
		<b>Subtotal</b>	<b>\$41,247.57</b>
		<b>Taxes</b>	<b>\$ 3,506.04</b>
			<b>\$ 44,753.61</b>

***Renée Chappelle***

*Verizon Wireless Government Account Manager*

*#602-885-0500*

*renee.chappelle@verizonwireless.com*

*renee.chappelle@verizonwireless.com*

---

**From:** Frey, Patty  
**Sent:** Thursday, February 19, 2015 12:23 PM  
**To:** 'Renee.Chappelle@verizonwireless.com'  
**Cc:** Frey, Patty; Phillips, Megan  
**Subject:** iPad Air quote request  
**Importance:** High

Hi Renee, to keep me from going through the lengthy process of a linking agreement, I have been told that I can get 3 quotes and avoid that hassle to purchase the iPads we will need for electronic charting. Here is what I need quoted from Verizon:

- (75) – Apple iPad Air Wi-Fi + cellular – tablet – 16GB – 9.7” 3G,4G – Verizon (material # ME993LL/B)
- (75) – Belkin Micro Auto Charger with Charge Sync Cable – battery charger – car (material # F8Z446TTP)
- (75) – LifeProof Fre – marine case for tablet (material # 1905-01)

The quote should include tax.

Thank you.

*Patty Frey, MAOM, CPM.*  
Deputy Chief  
Medical Services Division  
Glendale Fire Department  
Office 623-930-4440  
Cell 623-826-6032  
[pfrey@glendaleaz.com](mailto:pfrey@glendaleaz.com)

03/16/2015

Arizona Corporation Commission  
State of Arizona Public Access System

3:10 PM

**Corporate Status Inquiry****File Number: R-1799603-8****Corp. Name: VERIZON WIRELESS SERVICES, LLC****This Limited Liability Company is in Good Standing**

**This information is provided as a courtesy and does not constitute legally binding information regarding the status of the entity listed above. To obtain an official Certificate indicating that the entity is in good standing click on Print Certificate and follow printing instructions. To re-print a previously generated Certificate of Good Standing click Reprint Certificate.**

[Print Certificate](#)[Reprint Certificate](#)[Return to Corporate Inquiry](#)

# Insight

PUBLIC SECTOR

Insight Public Sector SLED  
 6820 S HARL AVE  
 TEMPE AZ 85283-4318  
 Tel: 800-467-4448

**SOLD-TO PARTY**

City Of Glendale  
 6830 N 57TH DR  
 GLENDALE AZ 85301-3219  
 USA

**SHIP-TO ADDRESS**

City Of Glendale  
 IT  
 6835 N 57TH DR STE 100  
 GLENDALE AZ 85301-3218  
 USA

## Quotation

<b>Quotation Number</b>	<b>216467656</b>	<b>Creation Date</b>	<b>10-FEB-2015</b>
<b>PO Number</b>	:		
<b>PO Release</b>	:		
<b>Customer No.</b>	:	<b>10268122</b>	
<b>Sales Rep</b>	:	<b>John Briggs</b>	
<b>Email</b>	:	<b>jbriggs@insight.com</b>	
<b>Telephone</b>	:	<b>800467-4448 X 5190</b>	
<b>Sales Rep 2</b>	:	<b>Teresa Fredericks</b>	
<b>Email</b>	:	<b>tfrederi@insight.com</b>	
<b>Telephone</b>	:	<b>800467-4448 X 5856</b>	

**We deliver according to the following terms:**

**Payment Terms** : Net 30 days  
**Ship Via** : Insight Assigned Carrier / Ground  
**Terms of Delivery** : FOB DESTINATION  
**Currency** : USD

In order for Insight to accept Purchase Orders against this contract and honor the prices on this quote, your agency must be registered with U.S. Communities. Our sales teams would be happy to assist you with your registration. Please contact them for assistance – the registration process lasts less than five minutes.

Material	Description	Quantity	Unit Price	Extended Price
ME993LL/B	Apple iPad Air Wi-Fi + Cellular - tablet - 16 GB - 9.7" - 3G, 4G - Verizon	75	527.92	39,594.00

U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))

# Insight

**PUBLIC SECTOR**

Quotation Number/ Creation Date  
 216467656 / 10-FEB-2015

Material	Description	Quantity	Unit Price	Extended Price
F8Z446TTP	Belkin Micro Auto Charger with Charge Sync Cable - battery charger - car	75	14.49	1,086.75
U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))				
1905-01	LifeProof Fre - marine case for tablet	75	68.02	5,101.50
U.S. COMMUNITIES IT PRODUCTS & SERVICES( # 4400001195 (RQ09-997736-42B))				

<b>Product Subtotal</b>	<b>45,782.25</b>
<b>Tax</b>	<b>3,708.36</b>
<b>Total</b>	<b>49,490.61</b>



Quotation Number/ Creation Date  
216467656 / 10-FEB-2015

To complete your IT solution, Insight recommends the following:

Material	Description	Unit Price
Recommended add-ons for material	ME993LL/B	- Apple iPad Air Wi-Fi + Cellular - tablet - 16 GB - 9.7" - 3G, 4G - Verizon
AMT1022106507	1 Yr Mail-In/Depot Repair Warranty (\$500-\$699.99) for Notebooks and up to 3 attached peripherals	44.99
Recommended add-ons for material	ME993LL/B	- Apple iPad Air Wi-Fi + Cellular - tablet - 16 GB - 9.7" - 3G, 4G - Verizon
AMT2022106507	2 Yr Mail-In/Depot Repair Warranty (\$500-\$699.99) for Notebooks and up to 3 attached peripherals	77.99

Thank you for considering Insight. Please contact us with any questions or for additional information about Insight's complete IT solution offering.

Sincerely,

John Briggs  
800467-4448 Ex 5190  
jbriggs@insight.com  
Fax: 480760-8513  
Teresa Fredericks  
800467-4448 Ex 5856  
tfrederi@insight.com  
Fax: 480760-6641



Quotation Number/ Creation Date  
216467656 / 10-FEB-2015

U.S. Communities IT Products, Services and Solutions Contract No.  
4400001195 (RQ09-997736-42B)

Insight Public Sector (IPS) is proud to be a contract holder for the  
U.S. Communities Technology Products and Technology Services/Solutions  
Contract.

This competitively solicited contract is available to participating  
agencies of the U.S. Communities Government Purchasing Alliance. U.S.  
Communities assists local and state government agencies, school  
districts (K-12), higher education, and nonprofits in reducing the cost  
of purchased goods by pooling the purchasing power of public agencies  
nationwide. This is an optional use program with no minimum volume  
requirements and no cost to agencies to participate.

In order for Insight to accept Purchase Orders against this contract and  
honor the prices on this quote, your agency must be registered with U.S.  
Communities. Our sales teams would be happy to assist you with your  
registration. Please contact them for assistance -- the registration  
process lasts less than five minutes.

Thanks for choosing Insight!

Insight Global Finance has a wide variety of flexible financing options and technology refresh solutions. Contact your Insight representative  
for an innovative approach to maximizing your technology and developing a strategy to manage your financial options.  
Subject to IPS Terms & Conditions online unless purchase is being made pursuant to a separate written agreement in which case  
the terms and conditions of the separate written agreement shall govern.  
<https://www.ips.insight.com/us/en/terms-conditions/terms-of-sale-products.html>

**Frey, Patty**

---

**From:** Partanen, Andrew <Andrew.Partanen@bestbuy.com>  
**Sent:** Friday, February 20, 2015 9:47 AM  
**To:** Frey, Patty  
**Subject:** RE: Best Buy - iPads

**Follow Up Flag:** Follow up  
**Flag Status:** Flagged

**Categories:** Red Category

Hi Patty, my quote is below, please let me know if you have any questions.

Drew



**Quotation Number:** 229463851

Best Buy For Business  
7601 Penn Avenue South  
Richfield, MN 55422-3645

---

To	Info	From
Patty Frey Glendale Fire Department 6829 N 58TH DR GLENDALE, AZ 85301	Request Date: 02/19/15 Expiration Date: 02/26/15 Customer Number: 2121120 Customer PO#: N/A Payment Type: Credit card	<u>Andrew.Partanen@bestbuy.com</u> Business Professional Best Buy For Business Phone: (612) 292-0482 Fax: (952) 430-1098

Dear Patty Frey,

Thank you for requesting a quote for the following item(s) from Best Buy For Business:

---

Sold To	Bill To	Ship To
Patty Frey Glendale Fire Department 6829 N 58TH DR GLENDALE, AZ 85301	Patty Frey Glendale Fire Department 6829 N 58TH DR GLENDALE, AZ 85301	Patty Frey Glendale Fire Department 6829 N 58TH DR GLENDALE, AZ 85301



Qty	Description	Item#/Mfr#	Price	Ext. Price
75	<u>Apple® - iPad® Air with WI-FI + Cellular - 16GB - (Verizon Wireless) - Space Gray/Black</u>	BB19325634 10410 ME993LL/A	\$529.99	\$39,749.25
	Availability: Usually ships in 3 - 5 days			
	Standard Delivery			
<hr/>				
75	<u>Insignia™ - 15W Vehicle Charger with Lightning Cable and USB Port - Black</u>	BB19505190 66460 NS-PA555	\$12.00	Sale:\$900.00 Reg.:\$2,249.25
	Availability: Usually ships in 3 - 5 days			
	Standard Delivery			
	Save:\$1,349.25			
<hr/>				
75	<u>LifeProof - frē Case for Apple® iPad® Air - Black</u>	BB19479638 198270 1905-01	\$77.97	Sale:\$5,847.75 Reg.:\$8,249.25
	Availability: In Stock			
	Standard Delivery			
	Save:\$2,401.50			

Notes:

Product Total:	\$46,497.00
Delivery/Shipping:	FREE
Est. Tax:	\$3,952.25
Tax exemption doesnt apply to any item	
Quote Total:	\$50,449.25

We will honor the prices on this quote through the expiration date noted above. Please know that rapid changes in our business, from changes in technology to product availability, prevent us from guaranteeing that all the items on this quote will be available for purchase in the future. In that case we promise to work with you to make changes or modifications to your order.

If you have any questions, please call Customer Support at 1-800-373-3050, Monday - Friday between 7:30 a.m. and 6:30 p.m. CST. Or [Place this Order online](#)

Thank you for partnering with Best Buy For Business. We appreciate your business and look forward to working with you again soon.

Sincerely,  
Drew Partanen  
Best Buy For Business  
1-800-373-3050  
[BestBuyForBusiness.com](http://BestBuyForBusiness.com)

Best Buy For Business offers products that may not be available at our retail stores. Product pricing, availability and offers may vary from our retail stores. BEST BUY, the BEST BUY logo, the tag design, GEEK SQUAD, BEST BUY FOR BUSINESS and the BEST BUY FOR BUSINESS logo are trademarks of BBY Solutions, Inc. © 2011 BBY Solutions, Inc. All Rights Reserved.

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**From:** Frey, Patty [<mailto:PFrey@GLENDALEAZ.com>]  
**Sent:** Thursday, February 19, 2015 3:50 PM  
**To:** Partanen, Andrew  
**Cc:** Frey, Patty  
**Subject:** RE: Best Buy - iPads

We already have a service agreement with Verizon and will be adding these to it.

---

**From:** Partanen, Andrew [<mailto:Andrew.Partanen@bestbuy.com>]  
**Sent:** Thursday, February 19, 2015 2:48 PM  
**To:** Frey, Patty  
**Subject:** RE: Best Buy - iPads

Do you already have a service agreement with Verizon? Will they be adding these lines to an already existing contract with Verizon or will they be activated with a new plan?

Drew

---

**From:** Frey, Patty [<mailto:PFrey@GLENDALEAZ.com>]  
**Sent:** Thursday, February 19, 2015 3:41 PM  
**To:** Partanen, Andrew  
**Cc:** Frey, Patty  
**Subject:** RE: Best Buy - iPads

I believe our IT department will do that.

---

**From:** Partanen, Andrew [<mailto:Andrew.Partanen@bestbuy.com>]  
**Sent:** Thursday, February 19, 2015 2:41 PM  
**To:** Frey, Patty  
**Subject:** Best Buy - iPads

Hi Patty, are you looking to get the iPads activated as well? Please let me know.

Drew

**Drew Partanen**  
**Senior Market Account Manager**  
**South Central and Southwest USA**

---

Office: 812.292.0482

Fax: 952.430.1098

[Andrew.partanen@bestbuy.com](mailto:Andrew.partanen@bestbuy.com)

*Hours of Operation: 8:30am-5:30pm CST*

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Learn how we can help at [BBFB.com](http://BBFB.com)

Or call 1-800-373-3050







## Legislation Description

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**File #: 15-253, Version: 1**

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**AUTHORIZATION TO ENTER INTO A SOLUTION AGREEMENT WITH STARWEST TECH INTERNATIONAL AND APPROVE THE PURCHASE OF THE ELECTRONIC PATIENT CARE REPORTING (EPCR) SOFTWARE AND SUPPORT**

Staff Contact: Mark Burdick, Fire Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a license agreement with Starwest Tech International and approve the purchase of Electronic Patient Care Reporting (EPCR) software and support in an amount not to exceed \$418,996.60 for the six year term of the contract.

### **Background**

The department is in the process of implementing EPCR and will need software and support for the hardware (iPad Airs) for emergency responders to input patient care reports. As a requirement of the Certificate of Necessity submitted to AZDHS and to be recognized as a Premier Level EMS Agency, we are required to have an EPCR system that uploads data directly to the State.

Starwest Tech International is the sole source provider of the EPCR software. This software is compatible with our Philips Heart Monitors, the Regional Dispatch System, and our hospital partners through their Responder Digital Exchange proprietary software.

The EPCR software is based on a three year contract, which includes an option to extend for an additional three one-year periods, not to exceed a three year period except by mutual consent.

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

The Premier EMS Agency Program (PEAP) is a quality assurance initiative through AZDHS in the Bureau of Emergency Medical Services & Trauma System. The PEAP recognizes Arizona's EMS agencies for their dedication to improve the care they provide for their patients. All PEAP agencies have demonstrated to AZDHS that they have:

1. A senior director that attests the agency is committed to use data to optimize patient care through the establishment of policies, personnel, and resources.
2. A committed and empowered quality assurance team that reviews 100% of emergency responses dealing with :
  - Major Traumas
  - Acute Strokes
  - Acute Heart Attacks
  - Out of Hospital Cardiac Arrest

3. An EPCR system that submits all runs to the Arizona Prehospital Information and EMS Registry System consistent with data submission guidelines.
4. Active attendance and participation in applicable data and quality assurance initiatives.
5. A process or a system that uses data from the EPCR system to develop training, education, and polices that enhance patient care.

**Budget and Financial Impacts**

Below is the first year fee. Costs are factored at \$2.00 per chart with a 5% increase each contract year for the six year contract not to exceed \$418,996.60.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$56,000.00</b>	<b>1000-12436-518200, Fire Medical Service &amp; Health</b>

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

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STARWEST TECH INTERNATIONAL HOSTED ePCR SOLUTION AGREEMENT #\_\_\_\_\_

**THIS HOSTED SOLUTION AGREEMENT ("Agreement")** is made and entered into as of April 28, 2015 ("Effective Date"), by and between the City of Glendale, AZ ("City") and Starwest Tech International, a Limited Liability Company ("Service Provider" or "Contractor").

**WHEREAS**, City of Glendale, AZ, requires hosted third-party "software as a service" ("Services," as further described herein) with respect to certain of its information technology needs; and

**WHEREAS**, Service Provider has agreed to provide the Services to City of Glendale, AZ, all on the terms and conditions set forth herein; and

**WHEREAS**, City of Glendale, AZ, by appropriate action on April 28, 2015, awarded a contract to Service Provider to provide with the Services; and

**NOW, THEREFORE**, in consideration of the mutual covenants and representations set forth in this Agreement, the parties hereby agree as follows:

1. **Definitions.** The following definitions shall have the meanings in the Agreement and in any Exhibit A hereto.
  - 1.1 **Arizona Public Records Law** means Arizona Revised Statutes, Title 39, Chapter 1, Article 2, Sections 39-121, 39-121.01, 39-121.02, and 39-121.03.
  - 1.2 **Day** means a calendar day, unless otherwise specified.
  - 1.3 **Exhibit A** means one or more documents (sequentially-numbered), each of which includes a specific description of the Services to be provided, performance dates, price for such Services, and any other information necessary to document the parameters of the Services to be provided. Exhibit A, upon execution by the parties, shall be incorporated into this Agreement, effective as of the effective date of such Exhibit A.
  - 1.4 **Software** means the applicable software included as a part of the Services, including all updates, improvements, and enhancements thereof from time to time used/developed by Service Provider.
  - 1.5 **Virus** means any virus, Trojan horse, worm, spyware, phishing, spam or other software routine or component designed to permit unauthorized access to disable, erase, or otherwise harm software, equipment, or data, or to perform any other such actions.
  - 1.6 **"Will" and "Shall"** are used synonymously in this Agreement and refer to mandatory duties and requirements.
2. **Contract Documents, Order of Precedence.** The following documents are hereby incorporated into this Agreement by this reference ("Contract Documents"). In the event of any conflict among the Contract Documents, the Contract Documents will control in the following order:
  - 2.1 **Amendments**, as executed from time to time.

STARWEST TECH INTERNATIONAL HOSTED ePCR SOLUTION AGREEMENT # \_\_\_\_\_

- 2.2 This Agreement.
- 2.3 Exhibit A (Individual or collectively), as executed from time to time.
- 2.4 Service Provider's Subscription Services Agreement ("Subscription Agreement"); provided, however, in the event a conflict involves licensing of the Services, precedence shall be given to the Subscription Agreement.

All exhibits, attachments, schedules, and recitals to this Agreement are hereby incorporated into this Agreement by this reference.

**3. Term of the Agreement.**

- 3.1 The term of this Agreement commences upon the effective date and continues for a three 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, one year periods, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 3.2 See Exhibit A for pricing. The total amount expended by the City in this Agreement will not exceed \$418,996.60 for the 6 year term which includes a 10% contingency.
- 3.3 All charts are included in any annual renewal and are not subject to change.

**4. The Services.**

- 4.1 **Purpose.** This Agreement sets forth the terms and conditions under which Service Provider agrees to provide certain hosted "software as a service," and all other services, data import / export, monitoring, support, backup and recovery, change management, technology upgrades, hardware, and training necessary for City's productive use of such software (the "Services"), as further set forth on an Exhibit A. Exhibits may be individually executed, terminated, or expired by the parties from time to time without changing/revising the terms and conditions of the Agreement.
- 4.2 **Time of the Essence.** For the term of each Exhibit A, Service Provider and Agency shall adhere to the mutually agreed upon Implementation Schedule, and provide the Services during the applicable Service Windows and in accordance with the applicable Service Levels, each as described in an Exhibit A, time frames being of the essence.
- 4.3 **Backup and Recovery of City Data.** As a part of the Services, Service Provider is responsible for maintaining a backup in Amazon Cloud of City Data, for an orderly and timely recovery of such data in the event that the Services may be interrupted and that can be recovered within 24 hours at any point in time. Storage of City Data and backup data will utilize Amazon Web Services, Inc. (aka Amazon Cloud) as outlined in Exhibit A. Service provider shall notify the city if there is a change of storage provider.

STARWEST TECH INTERNATIONAL HOSTED ePCR SOLUTION AGREEMENT # \_\_\_\_\_

4.4 **Non-Exclusivity.** Nothing herein shall be deemed to preclude City of Glendale, AZ from retaining the services of other persons or entities undertaking the same or similar functions as those undertaken by Service Provider hereunder.

4.5 **Subcontractors.** Service Provider shall not enter into any subcontracts for the performance of the Services, or assign or transfer any of its rights or obligations under this Agreement.

5. **Service Levels.**

5.1 **Service Levels Reviews.** Service Provider and City will meet as reasonably agreed to in Exhibit A by the parties, to review the performance of Service Provider as it relates to the Service Levels further described in an Exhibit A.

Service Provider will use commercially reasonable efforts to minimize the impact or duration of any outage, interruption, or degradation of Service.

6. **Fees and Expenses.** City shall be responsible for and shall pay to Service Provider the fees described in an Exhibit A, subject to the terms and conditions contained therein and in this Agreement. Any uncontested sum due Service Provider for Services performed shall be due and payable for Thirty Days (30) after City's receipt of an invoice from Service Provider.

6.1 **Billing Procedures.** Service Provider shall bill to City the sums due pursuant to each Exhibit A by Service Provider's invoice, which shall contain:

- City purchase order number, if any, and invoice number; and
- Description of Services rendered; and
- The Services fees or portion thereof that is due; and
- Taxes, if any; and,
- Total amount due.

6.2 **Non-binding Terms.** Any terms and conditions included in an invoice or a purchase order shall be deemed to be solely for the convenience of the parties, and no such term or condition shall be binding upon either party or become part of this Agreement.

6.3 **City's Right to Audit.** Contractor shall allow City the right to audit its records related to this Agreement, in accordance with ARS § 41-2548.

6.4 **Taxes.**

6.4.1 **Federal, State and Local Employment Taxes.** Service Provider represents and warrants that it is an independent contractor for purposes of federal, state, and local employment taxes. Service Provider agrees City is not responsible to collect or withhold any such taxes, including income tax withholding and social security contributions, for Service Provider. Any and all taxes, interest or penalties, including any federal, state, or local

withholding or employment taxes, imposed, assessed, or levied as a result of this Agreement shall be paid or withheld by Service Provider.

**6.4.2 Sales/Use Tax.** City is exempt from paying certain Federal Excise Taxes and will furnish an exemption certificate upon request. City is not exempt from payment of state and local sales/use taxes. City shall be responsible for and pay to the appropriate party when due and payable all sales/use taxes assessed against taxable components of the Services.

**7. Security Clearances and Access to Municipal or Agency Facilities.** City will have final authority, based on security reasons:

- To determine when security clearance of Service Provider personnel is required; and
- To determine the nature of security clearances, up to and including fingerprinting Service Provider personnel; and
- To determine whether any individual or entity may provide Services under this Agreement; and
- To determine whether access to facilities will be escorted or unescorted.

**7.1 Background Investigation.** City will have the right to review and investigate Service Provider personnel in accordance with this Agreement as deemed necessary to protect the security of City's data and/or facilities.

**7.2 Access to Facilities.** City will provide (1) access to facilities during normal business hours and otherwise as reasonably requested by Service Provider to render Services, and (2) facilities and equipment resources necessary for training of personnel. Access to facilities may be escorted or unescorted, at City's sole discretion, and any access granted shall be subject to reasonable security policies and practices.

**7.2.1 Resources.** If required, City agrees to provide Service Provider personnel reasonable working space and equipment, similar to that provided to comparable City personnel. Service Provider agrees to keep such resources in good order and not permit waste or damage to the same. Service Provider shall return the resources to City in substantially the same condition as when Service Provider began using them, ordinary wear and tear excepted. Service Provider personnel who work on-site at City shall observe Political Subdivision, City or Fire Department working rules and schedules, standards for attire, and holiday schedules, unless otherwise specified.

**7.3 Removal of Service Provider Personnel.** If City identifies in writing any Service Provider personnel as uncooperative, inept, incompetent, or City identifies any other reasonable concern, then Service Provider shall, remove any such individual from performance of Services.

**8. Non-Disclosure of Confidential Information.** The parties acknowledge that each party may be exposed to or acquire communication or data of the other party that is confidential, privileged communication not intended to be disclosed to third parties.

**8.1 Definitions of Confidential Information.**

**8.1.1 Service Provider Confidential Information.** "Service Provider Confidential Information" means Services, software, documentation, and other information, which is not generally known to the public, whether of a technical, business or other nature (including, but not necessarily limited to: trade secrets, know how, computer program source codes, and information relating to the customers, business plans, promotional and marketing activities, finances and other business affairs of Service Provider).

**8.1.2 City Confidential Information.** "City Confidential Information" means:

- "Personal Information," which includes without limitation, names, addresses, social security numbers, telephone numbers, financial profiles, credit card information, driver license numbers, or any other information identifiable to a specific individual; and
- Any information clearly marked or otherwise designated by City as confidential or proprietary at the time of disclosure; and
- All data in the ePCR database that would fall under the protections of the federal Health Insurance Portability and Accountability Act of 1996 (HIPPA) Privacy Rules; and
- Any other information, whether oral, machine-readable, or human-readable, relating to the City's management, operations, products, intentions, plans, goals, objectives, inventions, records, costs, technical information, including but not limited to communications between the City and any of its attorneys.

**8.1.3 Exclusions.** The terms "City Confidential Information" and "Service Provider Confidential Information" do not include the Contract Documents or any information or documentation that:

- 8.1.3.1** Was publicly available at the time it was disclosed or which, through no act or omission of the disclosing party, becomes publicly available before the disclosing party discloses it to a third-party; or
- 8.1.3.2** A party rightfully discloses to third parties without restriction on disclosure; or
- 8.1.3.3** The receiving party already rightfully possessed, without obligation of confidentiality, before the disclosing party disclosed it to the receiving party; or
- 8.1.3.4** A party rightfully receives without obligation of confidentiality from any unrelated third-party; or
- 8.1.3.5** A party develops independently without reliance upon or use of the other party's Confidential Information; or

8.1.3.6 The receiving party is required to disclose pursuant to Arizona Public Records Law or other applicable law, subpoena, or other judicial process; or

8.1.3.7 Is reasonably necessary for a party to enforce this Agreement.

8.1.4 **Required Disclosures.** In the event a party is required by Arizona Public Records Law or other applicable law, subpoena, or other judicial process, to disclose documents or other information related to this Agreement, the disclosing party agrees to promptly notify the other party to allow such party a reasonable opportunity to seek protective legal treatment for such confidential and/or proprietary information. The disclosing party agrees to cooperate with any efforts undertaken by the other party at disclosing party's expense to contest such subpoena or other proceedings, and further agrees to disclose only that portion of such documents or other information required to be disclosed. Both parties agree and acknowledge that any such disclosure will not violate the provisions of this Agreement.

## 8.2 **Obligations of Confidentiality.**

8.2.1 **City, Public Subdivision Obligations.** Subject to Arizona Public Records Law, City agrees to hold all Service Provider Confidential Information in confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Service Provider Confidential Information to third parties other than employees, agents, or subcontractors who have a need to know in connection with this Agreement, or to use such Service Provider Confidential Information for any purposes whatsoever other than the performance of this Agreement. City agrees to advise and require its employees, agents, and subcontractors of its obligations to keep such information confidential.

8.2.2 **Service Provider Obligations.** Service Provider agrees to hold all Contractee Confidential Information in confidence and not to copy, reproduce, sell, transfer, or otherwise dispose of, give or disclose such Confidential Information to third parties other than employees, agents, or subcontractors who have a need to know in connection with this Agreement, or to use such Confidential Information for any purposes whatsoever other than the performance of this Agreement. Service Provider agrees to advise and require its employees, agents, and subcontractors of its obligations to keep such information confidential.

8.2.3 **Nondisclosure of Confidential Information.** Service Provider will respect the confidentiality of City's Confidential Information, and except as set forth in Section 8.1.4, Required Disclosures, will make no disclosure thereof to third parties, nor shall Service Provider use any such Confidential Information for its own purposes, except upon written permission of City, which shall be at City's absolute and sole discretion. If Service Provider loses or makes unauthorized disclosure of Confidential Information, it shall



notify City immediately and take all steps reasonable and necessary to retrieve the lost or improperly disclosed information. Notwithstanding the foregoing, Service Provider may disclose such information to its officers, directors, and employees, provided such parties:

- 8.2.3.1 Have duties justifying their need to know the Confidential Information;
- 8.2.3.2 Have been clearly informed of their obligation to maintain the confidential status of Confidential Information.

**8.3 Nonuse of Confidential Information.** Neither party shall, without the other party's prior written consent, provide any service or advice to any other person, company, firm, agency or organization, which results in the disclosure of such party's Confidential Information provided under this Agreement, nor will either party, without the other party's prior written consent, provide any service or advice in connection with such party's Confidential Information.

**8.3.1 Nonuse by Service Provider.** Service Provider acknowledges that all documents, data, and other materials, including without limitation Confidential Information, which are furnished by City under this Agreement, whether in machine-readable or human readable form, shall remain the sole property of City. Except as set forth Section 9.2, Data, neither this Agreement, nor any disclosure of Confidential Information, shall be deemed to grant Service Provider any license or other intellectual property right to such information.

**8.3.2 Nonuse by City** City acknowledges that Service Provider Confidential Information, which is furnished by Service Provider under this Agreement, whether in machine-readable or human readable form, shall remain the sole property of Service Provider. Except as set forth Section 9.1, Pre-Existing Materials, neither this Agreement, nor any disclosure of Service Provider Confidential Information, shall be deemed to grant City any license or other intellectual property right to such information.

**8.4 Cooperation to Prevent Disclosure of Confidential Information.** Each party shall use the same care to prevent disclosure of the other party's Confidential Information as it uses with respect to its own Confidential Information of a similar nature, which shall not in any case be less than the care a reasonable business person would use under similar circumstances. Each party shall use its best efforts to assist the other party in identifying and preventing any unauthorized use or disclosure of any confidential information. Without limiting the foregoing, if a party learns or has reason to believe that any person who has had access to the other party's confidential information has violated or intends to violate the terms of this Agreement, such party will immediately notify the other party and will fully cooperate with the other party in seeking injunctive or other equitable relief against any such person.

- 8.5 **Restriction on Access to Personal Information.** Unless City in its sole and absolute discretion, provides authorization in writing, Service Provider shall not allow any subcontractor to have access to Personal Information, and any attempt to do so shall be a breach of this Agreement.
- 8.6 **Offshore Services.** The parties acknowledge and agree Services provided under this Agreement shall not be performed outside the borders of the United States, nor shall Personal Information, as that term is defined in Section 8.1.2, or Confidential Information, be stored on any computing equipment located outside the United States, except by explicit prior, written authorization, at City's sole discretion. For purposes of this Section 8.7, "United States" shall mean the forty-eight contiguous states, Alaska, Hawaii, and the District of Columbia.
- 8.7 **Residual Knowledge.** As used in this Section 8, the term "Residual Knowledge" shall mean the Confidential Information disclosed under this Agreement that may be retained in the unaided memories of the receiving party's personnel, having had access to that Confidential Information in connection with providing Services; provided, however, that Residual Knowledge shall not include any confidential information remembered with the aid of mnemonic devices, notes or other documents, tapes, disks, or intentionally memorized in any other way. Notwithstanding anything to the contrary in this Agreement, either party shall be free to use Residual Knowledge to gain generic or peripheral knowledge in its business activities, or to enhance its ideas, concepts, know-how and experience for use in development, manufacture, marketing and maintenance of its own products and services. Use of Residual Knowledge shall not grant any license for such Residual Knowledge.

9. **Proprietary Rights.**

- 9.1 **Pre-existing Materials.** City acknowledges that, in the course of performing the Services, Service Provider may use software and related processes, instructions, methods, and techniques that have been previously developed by Service Provider (collectively, the "Pre-existing Materials") and that same shall remain the sole and exclusive property of Service Provider.
- 9.2 **City Data.** City's Information, or any derivatives thereof, contained in any Service Provider repository ("Agency Data," or "City Data" which shall also be known and treated by Service Provider as Confidential Information) shall be and remain the sole and exclusive property of City; shall be entitled to an export of Data, without charge, upon the request, during Transition Assistance Period, or upon termination of this Agreement or an Exhibit A. Service Provider is provided a license to Agency Data hereunder for the sole and exclusive purpose of providing the Services, including a license to store, record, transmit, maintain, and display Agency Data only to the extent necessary in the provisioning of the Services, and City shall retain all right, title and interest in and to Agency Data. This disclosure of Agency Data shall not be deemed to grant Service Provider any other intellectual property right to such information.
- 9.3 **No License Granted.** Except as expressly set forth in this Section 9, no license is granted by either party to the other with respect to such party's Confidential

Information, Pre-existing Materials, or Data. Nothing in this Agreement shall be construed to grant to either party any ownership or other interest in the other party's Confidential Information, Pre-existing Materials, or Data.

10. **Information Security.** Both Parties acknowledge they have implemented information security processes and policies to protect their information assets (collectively, the "Protected Data and Software respectively"). Where either party has access to Protected Data, each party acknowledges and agrees to the following:

10.1 **Undertaking by Each Party.** Each party will:

- 10.1.1 Ensure the security and confidentiality of Protected Data; and
- 10.1.2 Protect against any anticipated threats or hazards to the security or integrity of Protected Data; and
- 10.1.3 Protect against unauthorized access to or use of Protected Data; and
- 10.1.4 Ensure the proper disposal of Protected Data; and
- 10.1.5 Ensure that all subcontractors, if any, comply with all of the foregoing.

- 10.2 **Audit of Information Security Program.** City shall have the right to review Service Provider's information security program prior to the commencement of Services and from time to time during the term of this Agreement. During the performance of the Services, on an ongoing basis from time to time and with prior written notice, City, at its own expense, shall be entitled to perform, or to have performed, an on-site audit of Service Provider's information security program. In lieu of an on-site audit, upon request by the Service Provider agrees to complete, within forty-five (45 days) of receipt, an audit questionnaire provided by City regarding Service Provider's information security program.

- 10.3 **Audit by Service Provider.** No less than annually, Service Provider shall conduct an audit certifying its HIPAA compliance and provide such audit findings to City.

- 10.4 **Audit Findings.** Service Provider shall implement any reasonable required safeguards as reasonably identified by City or information security program audits.

- 10.5 **Indemnification by Each Party Without limiting Service Provider's other obligations of indemnification set forth in Section 13 of this Agreement, both parties shall defend, indemnify, and hold each other harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any Indemnitee, related to, or arising out of, this contract.**

11. **Insurance.** The insurance requirements set forth herein are the minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. City in no way warrants that the minimum limits contained herein are sufficient to protect Contractor and/or subcontractor(s) from liabilities that might arise out of the performance of Services under this Agreement by Contractor Personnel, and Contractor should purchase additional insurance as Contractor and/or subcontractor may determine necessary.

**11.1 MINIMUM COVERAGE AND LIMITS OF INSURANCE.** Contractor shall provide coverage with limits of liability not less than those stated below. An excess liability policy or umbrella liability policy may be used to meet the minimum liability requirements provided that the coverage is written on a "following form" basis.

**11.1.1 Commercial General Liability.** Contractor shall provide coverage for Bodily Injury and Property Damage using ACORD form, or its equivalent, including Products & Completed Operations, Liability assumed in an "Insured Contract", Independent Contractors, Personal & Advertising Injury:

Limit of Liability \$1,000,000 per Occurrence

Limit of Liability \$3,000,000 Annual Aggregate

Limit of Liability \$2,000,000 Products & Completed Operations

The General Liability insurance coverage, including Products & Completed Operations and Personal & Advertising Injury, required by this Agreement shall name City, its agents, representatives, directors, officials, elected officials, officers, employees, and volunteers as additional insureds to the full limits of liability purchased by Contractor, even if those limits are in excess of those required by this Agreement. To this purpose, the policies required by this Agreement shall specify that the insurance afforded to Contractor shall be primary and that any insurance coverage carried by City or its employees shall be excess coverage and not contributory to coverage provided by Contractor.

**11.1.2 Automobile Liability.** Contractor shall provide a Certificate of Insurance showing commercial automobile liability using ACORD, or its equivalent, and shall include coverage for all owned, non-owned, and hired automobiles.

Combined Single Limit \$1,000,000 per Occurrence

**11.1.3 Workers Compensation, Employer's Liability.** Contractor shall provide workers compensation coverage for those limits established and required by applicable state laws, and Employer's Liability with the following minimum limits:

Each Accident \$1,000,000

Each Employee \$1,000,000

Policy Limit \$1,000,000

**11.1.4 Professional Liability.** Contractor shall provide a certificate of insurance showing Professional Liability using ACORD form or its equivalent, showing coverage for their errors and omissions, professional misconduct, or lack of ordinary skills for Contractor Personnel providing Services under the Agreement. Any self-insured retention ("SIR") shall not exceed \$25,000 per claim.

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Limit of Liability \$1,000,000 per Occurrence

Limit of Liability \$2,000,000 Annual Aggregate

**11.1.5 Cyber Risk Insurance.** Contractor shall provide Cyber Risk Insurance with limits of not less than \$1 Million per occurrence with coverage for first-party property damage, data theft, costs incurred to notify customers of a data breach, credit monitoring for customers, and litigation defense costs. City shall be named as additional insured.

**11.2 WAIVER OF SUBROGATION.** The policies required by this Agreement shall contain a waiver of transfer rights of recovery (subrogation) against City, its agents, representatives, directors, officials, elected officials, officers, employees, and volunteers for any claims arising out of the work of Contractor.

**11.3 CERTIFICATES ON FILE.** Prior to commencement of any work under the Agreement, Contractor shall supply a Certificate of Insurance to the Contract Manager requesting the Certificate, at the address set forth on Page 1 of the Agreement for the giving of notice, verifying Contractor's insurance coverage. For General Liability insurance, the City, its agents, representatives, officials, elected officials, officers, employees, and volunteers shall be named as additional insured, as evidenced by providing an additional insured endorsement.

**11.4 ACCEPTABILITY OF INSURERS.** The policies required under this Agreement shall be placed with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance. Each insurer shall have a current A. M. Best Company, Inc. rating of not less than A-(V). Use of alternative insurers or any SIRs requires prior approval by City. All insurance certificates and applicable endorsements are subject to review and approval by City.

**11.5 NOTICE OF CANCELLATION.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, materially changed or canceled. If Contractor receives notice of suspension, voiding or cancellation from its insurance carrier(s), Contractor will provide written notice to the City within five (5) days of receiving such notice(s) and will renew or procure replacement coverage to assure there is no lapse in coverage. If Contractor receives notice from its carrier(s) regarding a material change in coverage and/or intends to make a material change in any of the required insurance provisions of this Agreement, Contractor will provide written notice to the City within five (5) days of receiving such notice from its carrier(s) or provide the City with at least five (5) days prior notice to any intended material change in coverage initiated by Contractor.

**12. Limitation of Liability.** Except as expressly provided in this Section 12, in the event of any claim brought by one party against another hereunder, a party will be liable only for actual, direct losses or damages incurred (including cost of cover), limited to the amount actually paid to Service Provider under the applicable Exhibit A. IN NO EVENT SHALL EITHER PARTY BE LIABLE FOR LOSS OF REVENUE OR PROFITS, LOSS OF USE OF PRODUCTS OR SERVICES, INTERRUPTION OF BUSINESS, OR INCREASED OPERATING COSTS.

This limitation of liability shall not limit the extent of either party's liability for bodily injury, personal injury, death, or proprietary rights indemnification as set forth in Section 13, Indemnification.

**13. Indemnification.**

**13.1 Service Provider Indemnification.** Service Provider agrees to indemnify, defend, and hold City, its officers, directors, agents, and employees (each, an "Indemnitee" and collectively, the "Indemnitees") harmless from and against any and all liabilities, demands, claims, suits, losses, damages, expenses, fines, or judgments (collectively "Claims"), including reasonable attorneys' witnesses' and expert witnesses' fees, costs, and expenses incidental thereto, which may be suffered by, accrued against, charged to, or recoverable from any City Indemnitee, by reason of any Claim arising out of or relating to any negligent act, error or omission, or misconduct of Service Provider, its officers, directors, agents, employees, and subcontractors, during the performance of this Agreement, including, without limitation, Claims arising out of or relating to:

- Bodily injury (including death) or damage to tangible personal or real property; or
- Violation of any law or regulation; or
- A Virus; or
- A breach of any representations made under this Agreement.

The foregoing indemnity shall not apply to the extent the applicable Claim resulted from the acts or omissions of City, its officers, directors, agents, or employees.

**13.2 City Indemnification.** To the fullest extent permitted by law, agrees to defend, hold harmless, and indemnify Service Provider from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorneys', witnesses', and expert witnesses' fees, and expenses incident thereto, relating to, arising out of, or resulting from:

- The negligent acts, errors, mistakes or omissions of City; or
- City's failure to comply with or fulfill the obligations established by this Agreement.

**13.3 Assistance and Cooperation.** Neither party shall do anything to prejudice the other party's right to recover against third parties for any loss, destruction, or damage to real or tangible property, and shall at the indemnifying party's request and expense, furnish to such party reasonable assistance and cooperation, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of the indemnifying party in obtaining recovery. Each party agrees to update the other party during the course of the litigation to timely notify the other party of any issues that may involve the independent negligence of such other party, which is not covered by this indemnification.

**13.4 Separate and Independent.** The insurance provisions in Section 11 of this Agreement are separate and independent from the indemnity provisions of this Section 13 and shall not be construed in any way to limit the scope and magnitude of these indemnity provisions. Nor shall the indemnity provisions of this Section 13 be construed in any way to limit the scope and magnitude and applicability of the insurance provisions set forth in Section 11.

**14. Indemnification Procedures.** The indemnities in Section 13 are contingent upon:

- The indemnified party promptly notifying the indemnifying party in writing of any claim which may give rise to a claim for indemnification hereunder; and
- The indemnifying party being allowed to control the defense and settlement of such claim; and
- The indemnified party cooperating with all reasonable requests of the indemnifying party (at the indemnifying party's expense) in defending or settling such claim.

**14.1 Notice.** Promptly after receipt by the indemnified party of a threat of any action, or a notice of the commencement or filing of any action against the indemnified party or any of its indemnitees, the indemnified party shall give notice thereof to the indemnifying party, provided that failure to give or delay in giving such notice to the indemnifying party shall not relieve the indemnifying party of any liability it may have to the indemnified party or any of its indemnitees except to the extent that the indemnifying party demonstrates that the defense of such action is prejudiced thereby.

**14.2 Participation by Indemnified Party.** The indemnified party shall not independently defend or respond to any such claim; provided, however, that:

**14.2.1** The indemnified party may defend or respond to any such claim, at the indemnifying party's expense, if the indemnified party's counsel determines, in its sole discretion, that such defense or response is necessary to preclude a default judgment from being entered against the indemnified party; and

**14.2.2** The indemnified party shall have the right, at its option and expense, to participate in the defense of any action, suit or proceeding relating to such a claim through a counsel of its own choosing.

**14.3 Sole Control.** The indemnifying party shall have sole control of the defense and of all negotiations for settlement of such action, except that the indemnifying party agrees to consult with the indemnified party about any proposed settlement prior to the indemnifying party agreeing to the settlement. At the indemnifying party's request, the indemnified party shall cooperate with the indemnifying party in defending or settling any such action; provided, however, that the indemnifying party shall reimburse the indemnified party for all reasonable out-of-pocket costs incurred by the indemnified party (including, without limitation, reasonable attorneys' fees and expenses) in providing such cooperation.

**15. Representations and Warranties.**

**15.1 Mutual Representations and Warranties.** Each party represents and warrants that:

- 15.1.1 It is duly incorporated, validly existing, and in good standing under the laws of its state of incorporation;
- 15.1.2 It has all requisite corporate power, financial capacity, and authority to execute, deliver, and perform its obligations under this Agreement;
- 15.1.3 This Agreement, when executed and delivered, shall be a valid and binding obligation of it, enforceable in accordance with its terms;
- 15.1.4 The execution, delivery, and performance of this Agreement has been duly authorized by it and this Agreement constitutes the legal, valid, and binding agreement of it and is enforceable against it in accordance with its terms, except as the enforceability thereof may be limited by bankruptcy, insolvency, reorganizations, moratoriums, and similar laws affecting creditors' rights generally and by general equitable principles;
- 15.1.5 It shall comply with all applicable federal, state, local, international, or other laws and regulations applicable to the performance by it of its obligations under this Agreement.

**15.2 By Service Provider.** Service Provider represents and warrants that:

- 15.2.1 Services provided shall materially conform to all requirements of the Contract Documents, all representations of Service Provider, and shall be fit for all purposes and uses required by the Contract Documents;
- 15.2.2 The Services to be performed under this Agreement shall be performed in a competent and professional manner;
- 15.2.3 Service Provider will utilize only experienced, responsible, and competent personnel in its performance under this Agreement, and shall be fully responsible to City for the performance of its personnel;
- 15.2.4 Service Provider has the experience and is qualified to perform the tasks involved with providing the Services in an efficient and timely manner. Service Provider acknowledges City is relying on Service Provider's representation of its experience and expertise, and any substantial misrepresentation may result in damage to City;
- 15.2.5 The Services will achieve in all material respects the functionality described in the Contract Documents, and such functionality shall be maintained during the Term;
- 15.2.6 Service Provider is the owner of the Services, Software and documentation and/or Service Provider has the right to license such Services, Software or documentation, as applicable;
- 15.2.7 No portion of the Services, Software or documentation infringes upon or violates any existing patent, copyright, trade secret or other intellectual



property rights of any third party, as of the effective date of this Agreement, to the best of Service Provider's knowledge without further investigation;

15.2.8 The Services and any other work performed by Service Provider hereunder shall be its own work, and shall not infringe upon any United States or foreign copyright, patent, trade secret, or other proprietary right, or misappropriate any trade secret, of any third party, and that it has neither assigned nor otherwise entered into an agreement by which it purports to assign or transfer any right, title, or interest to any technology or intellectual property right that would conflict with its obligations under this Agreement;

15.2.9 Service Provider will use its best efforts to ensure no virus is introduced into City's computer and network environment while performing the Services, and will adhere to City's then-current procedures to protect against the same, and, if Service Provider transfers a virus to City through the Services, Service Provider shall reimburse City the actual cost incurred by City to remove or recover from the virus, including the costs of persons employed by City to remove or recover from the virus;

15.2.10 There is no outstanding litigation, arbitrated matter or other dispute to which Service Provider is a party which, if decided unfavorably to Service Provider, would reasonably be expected to have a potential or actual material adverse effect on Service Provider's ability to fulfill its obligations under this Agreement.

16. **Default.** If either party fails to perform or comply with any term or condition of this Agreement or Exhibit A, such failure shall be considered an event of default.

16.1 **Default Conditions.** A party shall be in default if that party:

16.1.1 Fails to meet Service Levels as set forth in Section 5; or

16.1.2 Conducts business in an unethical or illegal manner; or

16.1.3 Is or becomes insolvent or is a party to any voluntary bankruptcy or receivership proceeding, makes an assignment for a creditor, or is subject to any similar action affecting such party's capability to perform under this Agreement; or

16.1.4 Is the subject of a petition for involuntary bankruptcy not removed within 60 Days; or

16.1.5 Fails to carry out any term or condition of the Contract Documents.

16.2 **Written Assurance of Intent To Perform.** Whenever City in good faith has reason to question Service Provider's intent to perform, they may demand that Service Provider give a Written Assurance of its intent to perform. In the event the demand is made and no Written Assurance is given within 15 Days, may treat this failure as an anticipatory repudiation of this Agreement or an Exhibit A.

17. **Remedies.** The remedies set forth in this Agreement are not exclusive, except where specifically limited elsewhere in this Agreement. Election of one remedy shall not preclude the use of other remedies. In the event of default:

17.1 **Notice of Failure to Perform under the Agreement.** The non-defaulting party shall provide written notice of such default. The defaulting party shall have 30 Days to perform after written notice is received. If the defaulting party believes the nature of its default is such that more time than the Cure Period allows would reasonably be required to fulfill such obligation, then the defaulting party shall provide a written request for the additional time it deems necessary to perform, and the non-defaulting party shall not unreasonably withhold its approval for such request. In no event, however, shall any Cure Period exceed 60 Days. Any written notice shall specify the nature of the default and, if possible, the manner by which the default may be satisfactorily cured. If the default is not cured to the satisfaction of the non-defaulting party within the Cure Period, the non-defaulting party may terminate this Agreement pursuant to Section 18.1, Termination of Agreement for Cause, and the termination shall be effective immediately or at such other date as specified by the terminating party.

17.2 **Notice of Failure to Perform under an Exhibit A.** The non-defaulting party shall provide written notice of such default. The defaulting party shall have 7 Days ("Cure Period") to perform after written notice is received, provided however, the defaulting party must commence performance, and diligently proceed to fulfill such obligation, within 2 Days and provide written notice to non-defaulting party of its efforts cure the default. If the defaulting party believes the nature of its default is such that more time than the Cure Period allows would reasonably be required to fulfill such obligation, then the defaulting party shall provide a written request for the additional time it deems necessary to perform, and the non-defaulting party shall not unreasonably withhold its approval for such request. In no event, however, shall any Cure Period exceed 10 Days. Any written notice shall specify the nature of the default and, if possible, the manner by which the default may be satisfactorily cured. If the default is not cured to the satisfaction of the non-defaulting party within the Cure Period, the non-defaulting party may terminate the applicable Exhibit A pursuant to Section 18.2, Termination of an Exhibit A for Cause, and the termination shall be effective immediately or at such other date as specified by the terminating party

17.3 **All Rights Reserved.** The non-defaulting party shall have all other rights granted under this Agreement and all rights at law or in equity that may be available to it.

17.4 **No Liability for Certain Damages.** Neither party shall be liable for incidental, special, or consequential damages.

17.5 **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in as outlined in an Exhibit A. The final determination will be made by the City.

18. **Termination.**

- 18.1 Termination of Agreement for Cause.** If either party breaches any of its duties or obligations hereunder, and such breach is not cured, or the breaching party is not diligently pursuing a cure to the non-breaching party's sole satisfaction, within 30 Days after written notice of the breach, then the non-breaching party may terminate this Agreement for cause as of a date specified in such notice.
- 18.2 Termination of an Exhibit A for Cause.** If either Party breaches any of its duties or obligations under an Exhibit A, and such breach is not cured, or is not diligently pursuing a cure, as set forth in Section 17.2, the Party may terminate the applicable Exhibit A without liability, in whole or in part, for cause as of the date specified in such notice.
- 18.3 Termination for Conflict of Interest.** Pursuant to A.R.S. § 38-511, City may cancel this Agreement upon the grounds set forth in A.R.S. § 38-511, without penalty or further obligation.
- 18.4 Termination for Non-Appropriation.** City is a governmental agency, which relies upon the appropriation of funds by its governing body to satisfy its obligations. City represents that it intends to pay all monies due under this Agreement, however, if City reasonably determines it does not have funds to meet its obligations under this Agreement, shall have the right to terminate the Agreement without penalty on the last Day of the fiscal period for which funds were legally available. In the event of such termination, City agrees to provide written notice of its intent to terminate 30 Days prior to the stated termination date.
- 18.5 Service Provider's Responsibilities upon Notice of Termination.** Upon receipt of a notice of termination, Service Provider shall:
- 18.5.1** Discontinue providing Services under this Agreement upon the effective date of termination and to the extent specified in the notice of termination; and
  - 18.5.2** take all actions necessary, or as City may direct, for the protection and preservation of any property in possession of Service Provider when Service Provider receives notice of termination; and
  - 18.5.3** Negotiate in good faith with City on any applicable equitable adjustments to unpaid amounts as a result of a partial termination of Services; and
  - 18.5.4** Reasonably cooperate with City to effect an orderly and efficient transition of Services to a Successor Service Provider in accordance with the Transition Assistance Services set forth in Section 18.7.
- 18.6 Transition Assistance Services.** In the event of expiration or termination of this Agreement or an Exhibit A, in whole or in part, Service Provider will provide to City and/or to replacement service provider ("Successor Service Provider") assistance reasonably requested by City to effect the orderly transition of the applicable Services to City or to Successor Service Provider ("Transition Assistance Services"). Transition Assistance Services shall be available to City, at City's sole cost and expense (unless the City terminates the Agreement for cause or termination of the

Agreement is caused by Service Provider's breach of the Agreement), with the exception of data transitioning services which will be at no cost to the city if during the 365 Day period prior to, and/or following, expiration or termination of this Agreement or an Exhibit A ("Transition Assistance Period"). Provided that Service Provider and City agree on the price and scope of the Transition Assistance Services, such Transition Assistance Services may include:

- 18.6.1 Developing a plan for the orderly transition of the terminated or non-renewed Services from Service Provider to City or Successor Service Provider;
  - 18.6.2 Providing reasonable training to City staff or Successor Service Provider in the performance of the Services then being performed by Service Provider;
  - 18.6.3 Using commercially reasonable efforts to assist City, at City's sole cost and expense, in acquiring any necessary rights to legally and physically access and use any third-party technologies and documentation then being used by Service Provider in connection with the Services;
  - 18.6.4 Using commercially reasonable efforts to make available to City, pursuant to mutually agreeable terms and conditions, any third-party services then being used by Service Provider in connection with the Services; and,
  - 18.6.5 Such other activities upon which the parties may agree.
- 18.7 **Payments Upon Termination.** Upon termination of this Agreement or an Exhibit A, City shall pay to Service Provider all undisputed amounts due and payable, as follows:
- 18.7.1 Service Provider shall be paid the pro-rated value of all Services in progress as of the effective date of the termination notice, provided however, that such payment shall not exceed the payment amount associated with the progress payment applicable to the Services. and
  - 18.7.2 The cost of all materials and outside services, which have been reasonably placed on order by Service Provider on behalf of City under this Agreement, or, as applicable, any cancellation charges (including, but not limited to, restocking fees) relating to such materials and outside services.
- 18.8 **Return of Materials.** Upon expiration or earlier termination of this Agreement or an Exhibit A, each party shall cease using and:
- 18.8.1 Promptly return to the other party, or certify the destruction of, any of the following of the other party held in connection with the performance of this Agreement, an Exhibit A, or the Services:
    - all Confidential Information; and
    - any other data, programs, and materials except for the hardware.
  - 18.8.2 Return to the other party, or permit the other party to remove, any properties of the other party then situated on such party's premises; and

**18.8.3** In the case of City Data, Service Provider shall, immediately upon termination of this Agreement or an Exhibit A, provide City with a final export of City Data and shall certify the destruction of any City Data within the possession of Service Provider or a subcontractor. The parties agree to work in good faith to execute the foregoing in a timely and efficient manner.

Except for termination for City's default, no liability shall accrue to City in the event the Agreement or any Exhibit A is terminated under this Section 18.

**19. General.**

**19.1 Notices.** All notices to be given pursuant to this Agreement shall be delivered to the parties at their respective addresses identified on the first page of this Agreement, or at such other address as a party may specify in a notice given in accordance with this Section 19.1. Notices may be:

**19.1.1** Personally delivered, and receipt shall be deemed effective upon delivery; or

**19.1.2** Sent by certified or registered mail, postage prepaid, and receipt shall be deemed effective 3 Days after being deposited in the United States mail; or

**19.1.3** Sent by overnight courier, and receipt shall be deemed effective 2 Days after the sending thereof; or

**19.1.4** Sent by facsimile, and receipt shall be deemed effective 2 Days after the sending thereof.

**19.2 Governing Law.** This Agreement shall be governed by the laws of the State of Arizona and 28 USCA § 1338. The exclusive forum selected for any proceeding or suit in law or equity arising from or incident to this Agreement shall be Maricopa County, Arizona.

**19.3 Public Records.** Service Provider acknowledges City is a public entity, subject to Arizona Public Records Law and any documents related to this Agreement or an Exhibit A may be subject to disclosure pursuant to the Arizona Public Records Law in response to a public records request or to subpoena or other judicial process.

**19.4 Compliance With Laws.** Service Provider shall procure all permits and licenses, and pay all charges and fees necessary and incidental to the lawful conduct of business. Service Provider must stay fully informed of existing and future Federal, State and local laws, ordinances, and regulations that in any manner affect the fulfillment of this Agreement and shall comply with the same at its own expense.

**19.4.1 General.** Service Provider bears full responsibility for training, safety, and providing necessary equipment for all of its personnel to achieve compliance prior to the Effective Date. Upon request, Service Provider shall demonstrate to City's satisfaction any programs, procedures, and other activities used to ensure compliance. Without limiting Service Provider's other obligations of indemnification in Section 13 and

elsewhere, Service Provider shall defend, indemnify, and hold City Indemnitees harmless from and against any and all Claims, including reasonable expenses suffered by, accrued against, or charged to or recoverable from any City Indemnitee, related to or arising out of the failure of Service Provider to perform its obligations imposed by this Section 19.4.

**19.4.2 Drug-Free Workplace.** Service Provider is hereby advised City has adopted a policy establishing a drug-free workplace for itself and those doing business with City to ensure the safety and health of all persons working on City contracts and projects. Service Provider shall require a drug-free workplace for all Service Provider personnel working under this Agreement. Specifically, all Service Provider personnel working under this Agreement shall be notified in writing by Service Provider they are prohibited from the manufacture, distribution, dispensation, possession, or unlawful use of a controlled substance in the workplace. Service Provider agrees to prohibit the use of intoxicating substances by all Service Provider personnel and shall ensure Service Provider personnel do not use or possess illegal drugs while in the course of performing their duties.

**19.4.3 Federal and State Immigration Laws.** Service Provider agrees to comply with the Immigration Reform and Control Act of 1986 (IRCA) in performance under this Agreement and to permit City or its agents to inspect applicable personnel records to verify such compliance. Service Provider shall ensure and keep appropriate records to demonstrate that all employees have a legal right to live and work in the United States.

**19.4.3.1** Under the provisions of A.R.S. § 41-4401, Service Provider hereby warrants to City that Service Provider and each of its subcontractors will comply with, and are contractually obligated to comply with, all Federal Immigration laws and regulations that relate to their employees and A.R.S. § 23-214(A) (hereinafter "Contractor Immigration Warranty").

**19.4.3.2** A breach of the Contractor Immigration Warranty shall constitute a material breach of this Agreement and shall subject Service Provider to penalties up to and including termination of this Agreement at the sole discretion of City.

**19.4.3.3** City retains the right to inspect the papers of all Service Provider personnel who provide Services under this Agreement to ensure Service Provider or its subcontractors are complying with the Contractor Immigration Warranty. Service Provider agrees to assist City or Political Subdivision in regard to any such inspections.

**19.4.3.4** City may, at its sole discretion, conduct random verification of the employment records of Service Provider and any

subcontractor to ensure compliance with the Contractor Immigration Warranty. Service Provider agrees to assist City in regard to any random verification performed, by completing the Contractor Verification Form.

- 19.4.3.5 Neither Service Provider nor any subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Service Provider or subcontractor establishes that it has complied with the employment verification provisions prescribed by sections 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214, subsection A.
- 19.4.4 **Nondiscrimination.** Service Provider represents and warrants it does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and represents and warrants it complies with all applicable Federal, State and local laws and executive orders regarding employment. Service Provider and Service Provider personnel will comply with applicable provisions of Title VII of the U.S. Civil Rights Act of 1964, as amended, section 504 of the Federal Rehabilitation Act, the Americans with Disabilities Act (42 U.S.C. § 12101 et seq.) and applicable rules in performance under this Agreement.
- 19.4.5 **State Sponsors of Terrorism Prohibition.** Per A.R.S. § 35-392, Service Provider shall not be in violation of section 6(j) of the Federal Export Administration Act and subsequently prohibited by the State of Arizona from selling goods or services to City.
- 19.5 **Relationship between City and Service Provider.** It is expressly understood that the relationship of Service Provider to City shall be that of an independent contractor.
- 19.6 **Restriction on Employment Solicitations.** Neither party shall, during any term of this Agreement and for a period of 90 Days following termination, completion, or other expiration of this Agreement, solicit the employment of or hire the other party's personnel with whom such party has had contact under this Agreement. For the purposes of this Agreement, the terms "solicit the employment of" and "hire" shall not include any offer of hiring resulting from either party's publicly posted job openings. Further, pursuant to A.R.S. § 38-504(b), while employed by City and for 2 years thereafter, City personnel are prohibited from disclosing or using, without appropriate authorization, any confidential information acquired by such personnel in the course of his or her official duties at City.
- 19.7 **Assignment of Agreement.** Service Provider may assign its rights and benefits and delegate its duties and obligations to an Affiliate provided that such assignee assumes in writing the performance of all of the terms, provisions and covenants of this Agreement on the part of Service Provider to be kept and performed, and Service Provider delivers to City within 21 calendar days after the assignment is

executed (or as soon thereafter as reasonably practicable), a copy of such agreement, together with a duly executed assumption agreement. Service Provider may not otherwise assign or delegate this Agreement or any of its rights or obligations, whether by operation of law or otherwise, without prior written consent of City, such consent not to be unreasonably withheld. Failure to comply with this Section 19.7 shall render the assignment void and may be grounds for termination.

**19.8 Advertising and Publicity.** Service Provider is prohibited from any use of City's name in any media, including providing City as a reference, unless explicitly authorized in advance in writing by City, which authorization City may revoke at any time for any reason.

**19.9 Intentionally Omitted.**

**19.10 Force Majeure.** If a Party is delayed or hindered in, or prevented from, the performance required under this Agreement (except for payment of monetary obligations) by reason of acts of God, acts of the public enemy, acts of the United States government, fires, floods or other natural catastrophes, explosions, epidemics, quarantine restrictions, or embargoes ("Event"), not the fault or negligence of the Party delayed in performance, and where reasonable measures by such Party could not have avoided or mitigated the effects of such Event, then such Party is excused from such performance for the period of delay.

Any such excuse for delay shall last only as long as the Event remains beyond the reasonable control of the delayed party, and the delayed party shall use its best efforts to minimize the delays caused by any such Event beyond its reasonable control.

**19.10.1** The delayed party must promptly notify the other party upon the occurrence of any such Event, including its plans to resume performance or to minimize or eliminate the effect of the delay, or performance by the delayed party will not be considered excused pursuant to this Section 19.10. Where Service Provider fails to use its best efforts to minimize such delays, the delays shall be included in the determination of Service Level achievement.

**19.10.2** An Event does not excuse Service Provider from providing services and fulfilling its responsibilities related to the requirements of backup and recovery of City Data. Configuration changes, other changes, viruses / malware, or other errors or omissions introduced, or permitted to be introduced, by Service Provider that result in an outage or inability for City to use the Services shall not constitute an Event.

**19.10.3** Under no circumstances shall delays caused by an Event extend beyond 120 Days from the scheduled delivery or completion date of a task.

**19.11 Cooperation.** Where agreement, approval, acceptance, consent or similar action by either party hereto is required by any provision of this Agreement, such action shall not be unreasonably delayed or withheld. Each party will cooperate with the other



by, among other things, making available, as reasonably requested by the other, management decisions, information, approvals, and acceptances in order that each party may properly accomplish its obligations and responsibilities hereunder. Service Provider will cooperate with any City supplier performing services, and all parties supplying hardware, software, communication services, and other services and products to City, including, without limitation, the Successor Service Provider. Service Provider agrees to cooperate with such suppliers, and shall not commit or permit any act which may interfere with the performance of services by any such supplier.

- 19.12 Continuation During Disputes.** Service Provider agrees that during any dispute between the parties, Service Provider will continue to perform its obligations until the dispute is settled, instructed to cease performance by City, enjoined or prohibited by judicial action, or otherwise required or obligated to cease performance by other provisions in this Agreement.
- 19.13 Non-Waiver of Rights.** There shall be no waiver of any provision of this Agreement or any other Contract Document, unless approved in writing and signed by the waiving party. Failure or delay to exercise any rights or remedies provided herein or by law or in equity, or the acceptance of, or payment for, any Services hereunder, shall not release the other party of any of the warranties or other obligations of this Agreement and shall not be deemed a waiver of any such rights or remedies.
- 19.14 Severability.** If any provision of this Agreement is declared void or unenforceable, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect. The parties will negotiate diligently in good faith for such amendment(s) of this Agreement as may be necessary to achieve the original intent of this Agreement, notwithstanding such invalidity or unenforceability.
- 19.15 No Third Party Beneficiaries.** This Agreement is intended for the exclusive benefit of the parties. Nothing set forth in this Agreement is intended to create, or shall create, any benefits, rights, or responsibilities in any third parties.
- 19.16 City's Right to Recover Against Third Parties.** Service Provider shall do nothing to prejudice City's right to recover against third parties for any loss, destruction, or damage to City property, and shall at City's request and expense, furnish reasonable assistance and cooperation to City, including assistance in the prosecution or defense of suit and the execution of instruments of assignment in favor of City in obtaining recovery.
- 19.17 Counterparts; Facsimile.** This Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which, taken together, shall constitute one and the same Agreement. If any signature is delivered by facsimile, or e-mail delivery of a .pdf document, such signature shall create a valid and binding obligation of the executing party with the same force and effect as if such facsimile or .pdf document were an original.
- 19.18 Provisions Required by Law.** Any provision required by law to be in this Agreement is a part of this Agreement as if fully stated in it.

- 19.19 Interpretation, Neutral Construction.** The parties agree this Agreement was negotiated fairly between them at arm's length and the final terms of this Agreement are the product of the parties' negotiations. Each party warrants and represents it has sought and received legal counsel of its own choosing with regard to the contents of this Agreement and the rights and obligations affected hereby. The parties agree this Agreement shall be deemed to have been jointly and equally drafted by them, and the provisions of this Agreement therefore should not be construed against a party on the grounds such party drafted, or was more responsible for, drafting the provisions.
- 19.20 Amendments.** There shall be no oral changes to this Agreement. This Agreement shall only be modified in a writing signed by both parties. No charges for additional Services are allowed unless approved in writing, in advance, by City and Service Provider.
- 19.21 Successors and Assigns, Binding Effect.** This Agreement shall be binding upon and inure to the benefit of the parties and their respective permitted successors and assigns.
- 19.22 Entire Agreement.** The Contract Documents shall supersede all prior oral or written agreements, if any, between the parties, and shall constitute the entire agreement between the parties with respect to the Services to be provided.
- 19.23 Surviving Provisions.** Notwithstanding any completion, termination, or other expiration of this Agreement or an Exhibit A, all provisions which, by the terms of reasonable interpretation thereof, set forth rights and obligations that extend beyond completion, termination, or other expiration of this Agreement, shall survive and remain in full force and effect. Except as specifically provided in this Agreement, completion, termination, or other expiration of this Agreement shall not release any party from any liability or obligation arising prior to the date of termination.

**20. Exhibit A's**

Contract Offer  
Scope of Work/Schedule  
Service Level Agreement  
ZOI End User License Agreement  
Business Associate Agreement  
Amazon Web Services  
Dispute Resolution

STARWEST TECH INTERNATIONAL HOSTED ePCR SOLUTION AGREEMENT # \_\_\_\_\_

**THIS AGREEMENT** shall be in full force and effect only after It has been approved and executed by the duly authorized City officials.

**\*\*\*CITY OF GLENDALE,, ARIZONA**  
an Arizona municipal corporation

By: \_\_\_\_\_  
Name  
Title

**STARWEST TECH INTERNATIONAL**  
a Limited Liability Company

By:   
Name Gina Inorio  
Title V.P. Chief of Business Affairs

STARWEST TECH INTERNATIONAL, LLC  
 1501 W Fountainhead Parkway, Ste. 501  
 Tempe, AZ 85282  
 (480) 446-2523

March 9, 2015

Contact: Gary Ramsey  
 Email: [gramsey@starwesttech.com](mailto:gramsey@starwesttech.com)  
 Phone: 602-739-4050

**CONTRACT OFFER: EXHIBIT A-1**

**Customer Address Information**

**Company Name:** The City of Glendale Phone: 623-930-4440  
**Contact Name:** Gary Benson Fax: 623-847-5313  
**Email Address:** [wbenson@glendaleaz.gov](mailto:wbenson@glendaleaz.gov)

**System Definition and System Price**

Starwest Tech's Zoi ePCR Solution		*Annual Subscription Fees
<b><u>3 Year Annual Contract Fee's</u></b> Year One (1) Zoi RDX Solution Year Two (2) Zoi RDX Solution Year Three (3) Zoi RDX Solution  <b><u>3 One (1) Year Extensions</u></b> Year Four (4) Zoi RDX Solution Year Five (5) Zoi RDX Solution Year Six (6) Zoi RDX Solution		Yr. 1 \$56,000.00 Yr. 2 \$58,800.00 Yr. 3 \$61,740.00  Yr. 4 \$64,827.00 Yr. 5 \$68,068.00 Yr. 6 \$71,471.00
<b>Total</b>	*Valley-wide pricing factored @ \$2.00 per chart with a 5% increase each contract year.	<b>Paid Quarterly</b> <b>Beginning Feb. 1, 2015</b> *Plus Taxes (if applicable)

This "Zoi" ePCR quotation, prepared for The City of Glendale, is based on a three-year contract, which includes the option to extend for additional three (1)-year periods, not to exceed a three (3) year period except by mutual consent. The quote herein includes Software, Implementation Services, Training and Annual Support.

Starwest Tech's "Zoi" ePCR includes, at no charge, Philips MRX Heart Monitor interface, CAD/RMS interface, three days of on-site end-user training and 10 hours of programming customization.

**SIGNATURE:**

**NAME: GARY RAMSEY**

**TITLE: CHIEF OF MARKET DEVELOPMENT & OPERATIONS**

**CC:**

<b>BOB RAMSEY</b>	<b>CHIEF EXECUTIVE OFFICER</b>
<b>GINA INORIO</b>	<b>CHIEF OF BUSINESS AFFAIRS</b>
<b>MARC CHAMBERS</b>	<b>CHIEF INFORMATION OFFICER</b>

**STARWEST TECH INTERNATIONAL**

By: 

Gina Inorio  
V.P. Chief of Business Affairs

**ASSOCIATE: The City of Glendale**

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

Title:

Confidential and proprietary. All rights reserved.

## **Proposed Scope of Work:**

Starwest Tech will offer the Zoi™ Responder Digital Exchange™ (RDX), referred to as, "Zoi". Zoi is driven by proprietary software, cloud technology and Apple's iPad that seamlessly integrates dispatch, clinical and patient data for agile efficient emergency care in the field; and creates a more accurate and complete electronic patient care record (ePCR) that can integrate with other systems and networks including hospital data systems for improved hospital treatment continuity of care.

*Key criteria for electronic charting capabilities:*

- *Software functions/integrates with the fire department's current heart monitors without additional costs or equipment.*
- *Software integrates with the fire department's computer aided dispatch (CAD) system through the Phoenix Fire Department Regional Dispatch Center.*
- *Software is IOS-based*
- *Software provides for real-time video important to the expansion of Community Paramedicine/Telemedicine Programs.*
- *Software Company gives the fire department administrative rights to create Glendale Fire Department specific charting fields and data collection protocols.*
- *Due to our participation, and in order to be recognized as a Premier Level EMS Agency through the Arizona Department of Health Services, the fire department is required to have an electronic patient care reporting system that uploads data directly to the state.*

The fire department version of Zoi allows for the capture of treatments, vitals, images, transfer of and exchanges of data in a mutual aid or automatic aid environment and other specific data points in ALS/BLS operation's present need. Zoi is also designed for future fire based community paramedicine. Zoi is easily and totally configurable to meet the customer's needs. The customer can quickly add additional data fields, disable ones they do not need, and add pick lists, protocols and any other information in order to enhance and expedite collection of data. The customer can make changes in configurations, through the Zoi's Admin Portal or Starwest Tech will help configure the system during the initial setup phase.

The pre-hospital patient care record system consists of the Zoi Device Application which is the software that is used on an iPad in the field for the collection of data; and the Zoi Admin Portal which is the web based application used by Administrators and Managers to configure and manage the Zoi Device Application, provide clinical and operational oversight, configure and run reports easily and perform quality improvement (QI) functions. In addition to providing the customer the device software and the admin portal, Starwest Tech can provide a host of other services as part of our Software solution. The Services include HIPPA compliant and redundant data transfer and storage; 24/7/365 Customer Support; free upgrades and enhancements as they are developed for the term of your contract; telemedicine conferencing is as a built-in service within Zoi; and included in the price of the service including CAD and any other third party integrations required.

Starwest will provide the City not less than eight (8) hours of training to five (5) people on all aspects of the use and function of Zoi. Starwest will conduct the training via webinar or a mutually agreed upon site. The Parties will additionally work cooperatively to configure the software to meet the requirements of the City.

## **Zoi Description**

Zoi is a powerful Responder Digital Exchange (RDX), powered by proprietary software, cloud technology and Apple's iPad that integrates dispatch, clinical and patient data for efficient emergency care in the field; and creates a more accurate and complete electronic patient care record (ePCR) that integrates with hospital data systems for improved hospital treatment and billing.

## **COMPONENTS**

**Zoi App:** The field personnel enter incident data into Zoi on an iPad, and the data is automatically relayed to the Zoi Cloud through a wireless Internet connection. If the wireless connection is lost, the data is automatically stored on the local device, and then automatically uploads to the Zoi Cloud when the Internet connection is re-established.

**Zoi Cloud:** Administrators access the Zoi Cloud via the web. Here administrators can configure data fields, parameters and validation requirements; upload users, data for pick lists and protocols; review and manage data entered by the field personnel; and generate reports. Reviewed incidents and configuration changes that are made on the administration web site are automatically pushed to the device the next time the field personnel log in.

### **Zoi Admin Portal**

Administrators access the Zoi Admin Portal via the web. Here administrators can configure data fields, parameters and validation requirements; upload users and other data lists, data for pick lists, and protocols; review and manage data entered by the field personnel; and generate reports. Reviewed incidents and configuration changes that are made on the administration web site are automatically pushed to the device the next time the field personnel log in.

### **Features:**

- Secured Administrative site accessed via the web through a computer or iPad, providing real time review of field operations
- Integrates with CAD, patient record and billing systems
- Administrators can set and adjust configurations, parameters and validation requirements to the field in real-time
- Built in connectivity for telemedicine, instant messaging, and real time record review aid in clinical oversight
- Agile reporting configuration, operation and deliverable
- Custom reporting (NEMIS Gold Certified and NFIRS reporting capability), can be modified to meet additional State or local reporting requirements
- Automated QI can be configured to meet QI needs
- Fire department agency controls all data

### **Zoi RDX**

Zoi is offered as a service rather than just a software license to allow the customer to focus on the care of patients rather than managing technology. Zoi allows the customer to manage the technology with no additional internal costs. In addition, as Starwest Tech continues to make software enhancements, the customer will automatically receive new versions of the software pushed down at no additional cost for the term of the contract.

- Architecture allows for seamless integrations and real time oversight
- State of the art data protection through real-time cloud sync ensures data records is never lost

- iOS platform eliminates Windows issues and back office IT requirements and costs; no additional hardware or software is required
- End-to-end protection of patient health information, images, and video exceeds HIPAA compliance standards and CMS System Security and e-Authentication Assurance Levels with 256-bit device encryption, and 2048-bit transit level encryption
- 24/7/365 Customer Support
- Version of Zoi developed specifically for EMS continuity of care and continuous reliable operations
- A low cost model of entry and free upgrades for the term of the contract

## **DATA INTEGRATION**

Zoi integrates with CAD, billing system, and other data systems. The preferred transport is XML over web services; however, most transport methods can be utilized.

### Technical Approach and Methodology Assumptions

1. In an effort to insure the quality and integrity of the setup process relevant information is needed from customers. Examples of relevant information to be requested consists of, but is not limited to:
  - *Employee Names*
  - *Employee Certification Information*
  - *Unit Designations*
  - *Radio Designations*
  - *Facility Information*
    - *Names/Types*
    - *Addresses*
    - *Telephone/Fax*
2. Starwest Tech assumes customers will be able to provide sufficient resources, and have the ability to make operational decisions regarding all aspects and phases of the implementation of the software system.
3. Starwest Tech assumes customers will coordinate schedules for training personnel on the installation and use of the Field Application (Train the Trainer Methodology).
4. Starwest Tech assumes customers will coordinate schedules for training personnel on the use and function of the Administration Console (Train the Trainer Methodology).
5. Starwest Tech assumes customers will provide a contact who is knowledgeable about technical infrastructure, and is able to answer technical questions, or be involved in the implementation of the System as it might relate to network, facility codes, IP addresses, etc. It is important to note: Starwest Tech emphasizes that customer data, as it pertains to our software, will be protected during all transmissions to and from our system.
6. Starwest Tech assumes customers will provide contacts and information related to any CAD and/or monitor integrations that is required. Zoi can integrate with other systems, but Starwest Tech is dependent on the customer to facilitate the necessary approvals for this flow of information.



7. Starwest Tech is not responsible for the security of the customer's network as it relates to the operation of the proposed software solution on the customer's network, or how customer chooses to maintain security of the devices in the field ("locking them down").

8. Starwest Tech assumes customers will provide a "Team" or individual to "Champion" the Project.

### **Overview of expected Implementation**

Based on the assumptions above and proposed schedule of responsibilities below, Zoi can be fully implemented in a couple of weeks. The implementation of Zoi Device Application ("Zoi") depends on the participation of one, or very few dedicated and knowledgeable representatives. The setup of the Zoi Admin Portal will take the bulk of the time needed to deploy the system. Starwest Tech's IOS system is almost completely configurable by the customer. Understanding the basics of the structure of the Zoi Admin Portal, and how the structure affects Zoi is important for a successful implementation. Because of the nature of Zoi, the timing and complexity of the rollout is minimal

### **PROPOSED SCHEDULE:**

The Phases of implementation below run concurrently for efficient Roll-Out

#### **Phase One:**

##### *Contract finalization.*

Responsibilities of both entities involve timely completion of agreement. There is not an established timeframe for Phase One. This process can take just a few days, one or more weeks. Certain background implementation (i.e.: information discovery) can occur during this Phase to minimize the setup and implementation time for field rollout, at customer discretion.

#### **Phase Two:**

##### *Information gathering for Zoi Configuration.*

User roles assigned; discussion of implementation timing; coordinating initial Zoi Admin Portal input elements; discussion of reporting requirements; discussion of data export requirements (including State agency exports, and billing export criteria); structure of CAD provider specifications and any other third party integration requirements.

Phase Two responsibilities for Starwest Tech include providing a dedicated contact with worksheets/questionnaires to assist in the structure of customized data inputs for the Admin Portal. When the worksheet/questionnaire data elements are received from customer, many of these elements can be bulk-loaded into Zoi, thereby eliminating timely customization data entry for administrative contact(s). Phase Two responsibilities for Starwest Tech also include collaborating with customer regarding reporting expectations, and initiate discussions for data export requirements (if applicable). Phase Two also involves obtaining specifications from CAD provider to enable auto-populating Zoi with certain initial call/ticket data. Cardiac monitor integration requirements will also be collected.

Phase Two requirements include discussing expectations for reporting requirements, data export requirements, and all relative information pertaining to these areas, including the data elements required to be delivered to State agencies, and CQI. It is anticipated the customer will obtain and provide their CAD provider's specifications on transmitting call information, to populate the field devices (iPads) when new calls/tickets are delivered. The customer will also provide Starwest Tech with information related to heart monitors. Completion of Phase Two is dependent upon timely transfer of

information between customer and Starwest Tech.

**Phase Three:**

*Zoi Configuration.*

Input elements defined in Phase Two completed; Zoi Application is configured for field use, including CAD and heart monitor data inputs. Data export requirements implemented.

Phase Three responsibilities for Starwest Tech are to configure Zoi to meet the requirements set forth in Phase Three. This will include customizing data inputs; bulk loading data elements, and setting validation requirements. In addition, Starwest Tech will configure export capabilities to meet all reporting and billing requirements established in Phase Two. CAD import setups will be completed and tested; heart monitor communications/interfaces will be completed and tested.

Phase Three responsibilities are that the administrative contact(s) be available for as needed for questions that may arise during configuration, communications needed with third party providers that Zoi will integrate with and access be provided to third party systems as necessary. Completion of Phase Three is dependent upon the cooperation of customer's third party providers.

**Phase Four:**

*Initial training for the Zoi Admin Portal.*

Phase Four responsibilities for Starwest Tech include providing dedicated personnel for ten (10) hours (Monday – Friday: 8:00 am – 5:00 pm MST) to train administrative contact(s) on the use of the Zoi Admin Portal. This training will involve “live” data entry for Zoi Application setup. The training sessions are anticipated to be via WebEx and/or telephone discussion. On-site availability of Starwest Tech personnel does not require additional costs to cover travel, lodging, and per diem expenses.

It is anticipated that Phase Four will occur simultaneously with Phase Three. By training customers during the configuration phase, customers are able to learn as the work is being done which is beneficial for future configuration work that customers may want to perform on their own. The timeframe for Phase Four is suggested, and anticipatory only.

Phase Four responsibilities are that the administrative contact(s) be available for the scheduled training days and times to learn the Zoi Admin Portal functionality. Training will involve “live” data entry, allowing the administrators to see the immediate affect upon the Zoi Application. These training sessions are anticipated to be via WebEx, on site and/or telephone discussion. The administrative contact(s) will need to have access to a desktop computer with Internet connectivity. Either Mac or PC browsers work with our systems.

**Phase Five:**

*Acceptance of Zoi Admin Portal setup; acceptance of successful Zoi Application functionality.*

Completion of Phase Five consists of acceptance of the Zoi Admin Portal setup, and the functionality of the Zoi Application based upon the Zoi Admin Portal setup. Acknowledgement of the following items will demonstrate successful coordination between Admin Portal and Zoi Application.

1. Zoi Application successfully loads onto iPad
2. Zoi Application successfully accepts device license
3. Field application user is able to select unit information/number
4. Field application user is able to select crew member(s), including password recognition

5. Field application user can successfully navigate category tabs, and enter data
6. Field application user acknowledges previously entered Admin Console information is viewable on iPad. This information may consist of facility information, protocols, etc.
7. Field application user acknowledges successful operation of Zoi functions (i.e. Driver License scanning, camera functionality)
8. Field application user is able to fax, print, and/or email PCR from the iPad, with Internet connection
9. Department Administrator "sees" the ticket in the Zoi Admin Portal.

**Phase Six:**

*Initial training of Zoi Application to train-the-trainer personnel.*

Phase Six responsibilities for Starwest Tech include providing dedicated personnel for 10 hours over three days to train designated Zoi Application trainer(s). These training sessions are anticipated to be via WebEx and/or telephone discussion. Zoi does not require on-site training. The timeframe for Phase Six is suggested, and anticipatory only. If customer's administrative contact(s) do not feel comfortable with the level of knowledge working with the Admin Portal, and/or if more time is needed to complete Zoi Application data input, Phase Six can be extended to accommodate customers needs. Zoi is highly intuitive and ticket entry basics are accomplished in minutes.

**Phase Seven**

*Training Field Personnel on use of the Zoi Application;*

Phase Seven responsibilities for Starwest Tech involves normal support for questions that might arise during field personnel training sessions on the use of the Zoi Application. Starwest Tech will be available via phone or email for questions before, during, or after the training sessions.

Phase Seven responsibilities for customer include internal scheduling for field personnel to attend classes conducted by the trained trainers on the use of the Zoi Application. The Zoi Application requires little training for the field users to complete patient care records with confidence. Medics/EMTs have shown proficiency on the system in an hour or less, and Starwest Tech anticipates similar results for your agency.

**Phase Eight:**

*Parallel rollout to the field*

Phase Eight responsibilities for Starwest Tech will be similar to those of Phase Six. Starwest Tech will be available via phone or email for questions before, during, or after the training sessions.

Phase Eight responsibilities will include supplying some number of field users with either an iPad to conduct data or chart entry. Each field user should create the official patient care record on their current ePCR. After the chart is completed the medic/EMT will enter the same chart information on their -supplied iPad. This process will expose areas of concern (if any) and Administrator will be able to add inputs or correct/modify required, or needed inputs as they happen in the field. The system can be modified instantly and those changes can be passed down to the field immediately. For general purposes, medics/EMTs using the iPad solution show proficiency after only one or two chart creations; therefore, based upon the size of your agency the parallel rollout process should take one or two weeks for full acceptance.

**Phase Nine:**

*Acceptance of successful rollout of Field Application;*

Depending upon the requirements of the customer, including the timing and scheduling of the system's parallel rollout to the field, final acceptance will be mutually agreed upon between Starwest Tech and customer prior to sign-off. When the system is collecting live data from the field, which customer anticipates using for operational purposes, the implementation will be considered accepted by the customer.

**Phase Ten:**

*Ongoing support provided by Starwest Tech;*

Ongoing support is included for the term of the contract or agreement.

**EXHIBIT A - 2**  
**STARWESTTECH INTERNATIONAL, LLC**

**SERVICE LEVEL AGREEMENT (SLA)**

The Zoi Service Level Agreement ("SLA") is a part of each Order Form by which the Customer ordered the Services and is governed by the Master Subscription Agreement ("MSA"). Capitalized terms used but not defined in this EULA have the meanings given to them in the MSA.

**1. DEFINITIONS**

- "Downtime" means the percentage of minutes during the month in which the Services were Unavailable.
- "Emergency Issue" means a problem reported by You wherein the Services are Unavailable to You.
- "Med Priority Issue" means a problem reported by You wherein you are able to use the Services, but the full functionality is limited as a result of the reported problem.
- "High Priority Issue" means any problem reported by You wherein You are able to use the Services, but Your overall use of the Services is materially impacted.
- "Incident" shall mean an event wherein the Services were Unavailable and reported to the Zoi Support Desk as a High Priority Issue.
- "Issue" shall mean an Emergency, High Priority or Low Priority Issue as further defined herein.
- "Monthly Uptime Percentage" is calculated by subtracting from 100% the percentage of minutes during the month in which the Zoi Services were unavailable. Monthly Uptime Percentage measurements exclude downtime resulting directly or indirectly from any SLA Exclusion (defined below).
- "Response Time" shall mean the interval of time from when You report an Issue and We respond to You.
- "Uptime" means the percentage of minutes during the month the Services were available.
- "Unavailable" and "Unavailability" means when You are unable to access the Services.

**2. Service Level Commitment.** We will make Services available 24 hours a day, 7 days a week, except as set forth in Section 9 (SLA Exclusions).

**4. Reporting.** You must report your Issue via the Zoi Support Desk and include whether the Issue is an Emergency, High Priority or Low Priority Issue.

**5. Response Times.** We will respond to your reported Issue within the time frames outlined below:

Emergency Issue:	1 Hour
High Priority Issue:	4 Hours
Med Priority Issue:	24 Hours

**6. SLA Exclusions.** The Service Commitment does not apply to any unavailability, suspension or termination of Services performance issues: (a) caused by factors outside of Our reasonable control, including any force majeure event or Internet access or related problems beyond the demarcation point of the Services; (b) that result from any actions or inactions of You or any third party; (c) that result from Your equipment, software or other technology and/or third party equipment, software or other technology; or (d) arising from Our termination of Your right to use the Services in accordance with the MSA (collectively, the "SLA Exclusions").

STARWEST TECH INTERNATIONAL

By:

  
Gina Inorio  
V.P. Chief of Business Affairs

ASSOCIATE: The City of Glendale

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

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

**EXHIBIT A - 3**  
STARWESTTECH INTERNATIONAL, LLC

**ZOI END USER LICENSE AGREEMENT (EULA)**

The Zoi End User License Agreement ("EULA") is a part of each Order Form by which the Customer ordered the Services and is governed by the Master Subscription Agreement ("MSA"). Capitalized terms used but not defined in this EULA have the meanings given to them in the MSA.

This is a legally binding agreement and is entered into between the Customer and Starwesttech International. By installing or using the Zoi Device Software and/or any updates to such software provided by Starwesttech International (the "Software"), you:

- Agree to the following terms on behalf of the Customer with which you are employed, affiliated or associated,
- Represent that you have the authority to bind the Customer to these terms, and
- Represent that you are an authorized User under the MSA.

If you do not have such authority, are not an authorized User, or do not agree to these terms, you may not install or use the Software.

Apple Inc. may, at any time and without notice, restrict, interrupt or prevent use of the Software, or delete the Software from your or the Customer's Apple devices, or require Starwesttech International to do any of the foregoing, without entitling the Customer or you to any refund, credit or other compensation from Starwesttech International or any third party (including, but not limited to, Apple Inc. or your network connectivity provider).

This EULA is effective between the Customer and Starwesttech International as of the date you first download, install or use the Software, whichever is earliest.

1. **The Software.** The Software allows Zoi customers to use the Services from Supported Devices. A "Supported Device" is a combination of an Apple device model and relevant iOS software version(s) that is supported by the Software. The Software is provided by Starwesttech International as a component of the Services.
2. **The Software License.** The Software, including software embedded in the Software, is licensed, not sold, to the Customer by Starwesttech International only under the terms of the MSA, the Order Form and this EULA, and We reserve all rights not expressly granted to the Customer. This Software may include some third-party software. The Customer or you own the media or device on which the Software is recorded or stored but We retain ownership of the Software itself.
3. **Permitted License Uses And Restrictions.**
  - (a) This EULA allows you, as an authorized User under the MSA, to use the Software on any Supported Device and on no other devices.
  - (b) You may not distribute or make the Software available over a network where it could be used by multiple devices at the same time.
  - (c) With respect to updates to the Software that We may make available for download, this EULA allows you to download such Software updates to update or restore the Software on any Supported Device.
  - (d) Except as and only to the extent permitted by applicable law, neither you nor any other Customer personnel may copy, decompile, reverse engineer, disassemble, attempt to derive the source code of, decrypt, modify, or create derivative works of the Software or Software updates, or any part thereof. Any attempt to do so is a violation of Our rights. If you or any other Customer personnel violate this restriction, you or they, and the Customer, may be subject to prosecution and damages.
  - (e) Neither you nor the Customer may rent, lease, lend, redistribute or sublicense the Software. The

**ZOI END USER LICENSE AGREEMENT**

Customer may, however, allow other authorized Users under the MSA to use the Software in connection with a re-assignment of the Supported Device to another authorized User under the MSA.

- (f) The Software is available only for Supported Devices, and is not available for all devices. Please check with Starwesttech International to determine whether a specific device-iOS software combination is supported by the Software.

**4. Term and Termination**

We may terminate this EULA at any time upon 30 days' notice to Customer without cause, or immediately upon notice to the Customer if any third party (including, but not limited to, Apple Inc., or your network connectivity provider) restricts, prevents or ceases to authorize the installation or use of the Software on your Supported Device or over your network. In addition, this EULA will terminate immediately and automatically upon any termination or expiration of the Customer's subscription to the Zoi Services. Upon any such termination or expiration, the Customer (including you) shall no longer be permitted to use the Software, and shall delete or destroy all copies of the Software in its (including your) possession.

Termination of this EULA shall not entitle the Customer to any refund, credit, or other compensation from Starwesttech International under the MSA or any other agreement or from any third party.

**5. Service Level Agreement**

Any service level agreement in effect between the Customer and Starwesttech International will also apply to the Software.

**6. Terms Required By Apple Inc.**

- (a) This EULA is between the Customer and Starwesttech International, and not with Apple. We are solely responsible for the Software.
- (b) We are solely responsible for providing and Apple has no obligation to provide maintenance and support for the Software. Support requests, as well as questions, complaints or claims regarding the Software, may be directed to Zoi Support Desk.
- (c) In the event of any failure of the Software to comply with the warranty in the MSA, Apple will have no warranty obligation whatsoever with respect to the Software, and will not be liable for any other claims, losses, liabilities, damages, costs or expenses attributable to any failure to conform to any warranty.
- (d) Apple shall not be responsible for addressing any claims by you, the Customer or any third party relating to the Software or the Customer's possession and/or use of the Software, including but not limited to (i) product liability claims, (ii) any claim that the Software fails to conform to any applicable legal or regulatory requirement, or (iii) claims arising under consumer protection or similar legislation.
- (e) Apple shall not be responsible for the investigation, defense, settlement or discharge of any claim that the Software, or your or the Customer's possession and use of the Software, infringes a third party's intellectual property rights.
- (f) The Customer represents and warrants that (i) the Software will not be downloaded or used in, or transported to, a country that is subject to a U.S. Government embargo, or has been designated by the U.S. Government as a "terrorist-supporting" country, and (ii) neither the Customer nor any User is listed on any U.S. Government list of prohibited or restricted parties.

**STARWEST TECH INTERNATIONAL**

**The City of Glendale**

By: 

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

**Gina Inorio**  
**V.P. Chief of Business Affairs**

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



Starwesttech International, LLC

1501 W. Fountainhead Pkwy, Suite 501  
Tempe, AZ 85282  
Phone: (480) 256-0800 Fax: (480) 736-9355

**EXHIBIT A-4  
BUSINESS ASSOCIATE AGREEMENT**

This Business Associate Agreement (“BAA”), dated this 29th day of December 2014, sets forth the responsibilities and obligations of The City of Glendale, AZ (“Associate”) as a business associate of Starwesttech International, LLC and/or its wholly-owned affiliates in existence as of this date or hereafter created, pursuant to any and all agreements, contracts and amendments between Associate and STI (collectively, “Agreement”). This BAA applies to Associates who provide Services to STI without a written agreement.

Associate and STI agree to the terms and conditions of this BAA in order to comply with the use and handling of Protected Health Information under the Standards for Privacy of Individually Identifiable Health Information, 45 C.F.R. Part 160 and Part 164, Subpart E (“Privacy Standards”), Security Standards for the Protection of Electronic Protected Health Information, 45 C.F.R. Part 160, 162 and Part 164, Subpart C (“Security Standards”), the federal breach notification regulations, 45 C.F.R. Part 164, Subpart D (“Breach Notification Regulations”), all as amended from time to time.

**1. DEFINITIONS**

**a. Terms Defined in the Regulation.** Unless otherwise provided, all capitalized terms in this BAA will have the same meaning as provided under the Privacy Standards, the Security Standards and the Breach Notification Regulations. Associate and STI will comply with the terms of this BAA for the duration of the Agreement and/or the Services and for such other continuing periods as provided in this BAA.

**b. Protected Health Information.** Protected Health Information (“PHI”) means PHI that is received from STI, or created, maintained or transmitted on behalf of STI by Associate.

**2. USES AND DISCLOSURES OF PROTECTED HEALTH INFORMATION**



**a. Performance of Services.** Associate will Use and Disclose PHI only for those purposes necessary to perform its duties, obligations and functions under the Agreement, as otherwise expressly permitted in this BAA, or as required by law. Associate will not Use or further Disclose any PHI in violation of this Section.

**b. Subcontractors.** Associate agrees that, in accordance with 164.502 (e)(1), if Associate's Subcontractor creates, receives, maintains or transmits PHI on behalf of Associate, Associate will enter into a written agreement with such Subcontractor that contains the same restrictions and conditions on the Use and Disclosure of PHI as contained in this BAA.

**c. Associate Management, Administration and Legal Responsibilities:** Associate may Use PHI for Associate's management and administration, or to carry out Associate's legal responsibilities. Associate may Disclose PHI to a third party for such purposes only if: (1) the Disclosure is required by law; or (2) Associate secures written assurance from the receiving party that the receiving party will: (i) hold the PHI confidentially; (ii) Use or Disclose the PHI only as required by law or for the purposes for which it was Disclosed to the recipient; and (iii) notify the Associate of any other Use or Disclosure of PHI.

**d. STI Responsibilities.** To the extent Associate is to carry out SWT's obligations under the Privacy Standards, Associate will comply with the requirements of the Privacy Standards.

### **3. SAFEGUARDS FOR PROTECTED HEALTH INFORMATION**

**a. Safeguards.** Associate will implement and maintain appropriate safeguards, including policies and appropriate documentation, to prevent any Use or Disclosure of PHI for purposes other than those permitted by this BAA, including administrative, physical and technical safeguards to protect the confidentiality, integrity and availability of any electronic Protected Health Information ("ePHI"), if any, that Associate creates, receives, maintains, and transmits on behalf of SWT. Upon request of STI, Associate will provide evidence to SWT that these safeguards are in place and properly managed.

**b. Compliance with the Security Standards.** Associate will comply with the Security Standards.

**c. Offshoring and export:** Associate will not, and will ensure that its employees and Subcontractors will neither store, export, publish, transmit or disclose PHI outside of the United States of America, nor export, publish, transmit or disclose PHI to any person or entity which is not subject to the personal jurisdiction in the United States of America, without express written permission of STI. Notwithstanding the foregoing, if PHI is transmitted outside

the jurisdiction of the United States of America, Associate will ensure that its employees and Subcontractors will comply with all relevant U.S. laws governing said activity.

#### **4. REPORTS OF IMPROPER USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION, SECURITY INCIDENTS AND BREACHES**

**a. Use or Disclosure Not Permitted by This BAA:** Associate will report in writing to STI any User or Disclosure of PHI for purposes other than those permitted by this BAA within ten (10) business days of Associate's learning of such Use or Disclosure.

**b. Security Incidents:** Associate will report in writing to STI any Security Incident of which Associate becomes aware. Specifically, Associate will report to STI any successful unauthorized access, Use, Disclosure, modification, or destruction of ePHI or interference with system operations in an information system containing ePHI of which Associate becomes aware within ten (10) business days of Associate learning of such Security Incident.

**c. Breaches of Unsecured PHI.** Associate will report in writing to STI any Breach of Unsecured Protected Health Information, as defined in the Breach Notification Regulation, within ten (10) business days of the date Associate learns of the incident giving rise to the Breach. Associate will reasonably cooperate and coordinate with STI in any investigation related to a Use and Disclosure by Associate not permitted by this BAA, a Security Incident, or a Breach of Unsecured Protected Health Information, including the preparation of any reports or notices to individual, regulatory agencies or third parties as required by federal or state law. Associate will reimburse STI for any reasonable expenses STI incurs in notifying Individuals of a Breach caused by Associate of Associate's Subcontractors or agents, and for reasonable expenses STI incurs in mitigating harm to those Individuals. Associate will be responsible for liability due to an act or omission of Associate, its employees and agents that result in a breach of PHI.

#### **5. ACCESS TO PROTECTED HEALTH INFORMATION**

**a. STI Access.** Within ten (10) business days of a request by STI for access to PHI, Associate will make requested PHI available to STI and will provide a copy upon request.

**b. Individual Access.** If an individual makes a request for access directly to Associate, Associate will within ten (10) business days forward such request in writing to STI. STI will be responsible for making all determinations regarding the grant or denial of an individual's request for PHI and Associate will make no

such determinations. Only STI will release PHI an individual pursuant to such a request.

## **6. AMENDMENT OF PROTECTED HEALTH INFORMATION**

**a. STI Request.** Within ten (10) business days of receiving a request from STI to amend an Individual's PHI, Associate will provide such PHI to STI for amendment. If STI's request includes specific instructions on how to amend the PHI, Associate will incorporate such amendment into the PHI it holds within ten (10) business days of receipt of the STI request.

**b. Individual Request.** If an Individual makes a request for amendment directly to Associate, Associate will within ten (10) business days forward such request in writing to STI. STI will be responsible for making all determinations regarding amendments to PHI and Associate will make no such determinations.

## **7. ACCOUNTING OF DISCLOSURES OF PROTECTED HEALTH INFORMATION**

**a. Disclosure Records.** Associate will keep a record of any Disclosure of PHI that Associate makes, if STI would be required to provide an accounting to Individuals of such Disclosure under 45 C.F.R. 164.528. Associate will maintain its record of such Disclosures for six (6) years from the termination of this BAA.

**b. Data Regarding Disclosures.** For each Disclosure for which it is required to keep a record under paragraph 7 (a), Associate will record and maintain the following information: (1) the date of Disclosure; (2) the name of the entity or person who received the PHI and the address of such entity or person, if known; (3) a description of the PHI disclosed; and (4) a brief statement of the purpose of the Disclosure.

**c. Provision to STI.** Within ten (10) business days of receiving notice from STI, Associate will provide to STI its records of Disclosures.

**d. Request by Individual.** If an individual requests an accounting of Disclosures directly from Associate, Associate will forward the request and its records of Disclosures to STI within ten (10) business days of Associate's receipt of the individual's request. STI will be responsible for preparing and delivering the accounting to the individual. Associate will not provide an accounting of its Disclosures directly to any Individual.

## **8. ACCESS TO BOOKS AND RECORDS**

**a. STI Access.** Associate will, within ten (10) business days of STI's written request, make available during normal business hours at Associate's offices, all records, books, agreements, policies and procedures relating to the Use or

Disclosure of PHI for the purpose of allowing STI to determine Associate's compliance with this BAA.

**b. Government Access.** Associate will make its internal practice, books and records on the Use and Disclosure of PHI available to the Secretary of the Department of Health and Human Services ("HHS") to the extent required for determining compliance with the Privacy Standards, the Security Standards or Breach Notification Regulations.

**c. No Waiver.** No attorney-client, accountant-client or other legal privilege will be deemed waived by Associate or STI as a result of this Section.

## 9. TERM AND TERMINATION

**a. Term.** This BAA will commence on the date first set forth above and will terminate concurrently with the expiration or termination of the Agreement or until such time as Associate ceases providing services for STI.

**b. Termination.** STI may terminate the Agreement upon written notice to Associate if STI determines Associate or one of its Subcontractors or agents breached a material term of this BAA. STI will provide Associate with written notice of the breach of any term or condition of this BAA, and afford Associate the opportunity to cure the breach to the satisfaction of STI within thirty (30) days of such notice. If Associate or one of its Subcontractors or agents fails to timely cure the breach, as determined by STI in its sole discretion, STI may terminate the Agreement.

## 10. RETURN OR DESTRUCTION OF PROTECTED HEALTH INFORMATION

**a. Return or Destruction of PHI.** Within thirty (30) days of termination of the Agreement, Associate will return to STI all PHI that Associate or its Subcontractor or agents maintain in any form or format. Alternatively, Associate may, upon STI's written consent, destroy all such PHI and provide written documentation of such destruction. Associate will be responsible for recovering any PHI from its Subcontractors or agents, or documenting their destruction of such PHI, consistent with the terms of this Section.

**b. Alternative measures.** If Associate believes that returning or destroying PHI at the termination of the Agreement is infeasible, it will provide written notice to STI within fifteen (15) business days of the effective date of termination of the Agreement. Such notice will set forth the circumstances that Associate believes makes the return or destruction of PHI infeasible and the measures that Associate will take for assuring the continued confidentiality and security of the PHI. STI promptly will notify Associate of whether it agrees that the return or destruction of PHI is infeasible. If STI agrees that return or

destruction of PHI is infeasible, Associate make keep the PHI but will extend all protections, limitations and restrictions of this BAA to Associate's Use or Disclosure of PHI retained after termination of the Agreement and will limit further Uses or Disclosures to those purposes that make the return or destruction of the PHI infeasible. Associate will also ensure that any such extended protections, limitations and restrictions will apply to its Subcontractors or agents for whom return or destruction of PHI is determined by STI to be infeasible. If STI does not agree that the return or destruction of PHI from Associate or its Subcontractors or agents is infeasible, STI will provide Associate with written notice of its decision, and Associate and its Subcontractors and agents will proceed with the return or destruction of the PHI pursuant to the terms of this Section within thirty (30) days of the date of STI's notice.

#### **11. RESTRICTIONS ON USE OR DISCLOSURE OF PROTECTED HEALTH INFORMATION**

If STI advises Associate of any changes in, or restrictions to, the permitted Use or Disclosure of PHI, Associate will restrict the Use or Disclosure of PHI consistent with the STI's instructions.

#### **12. MITIGATION PROCEDURES**

Associate will mitigate, to the maximum extent practicable, any deleterious effect from its or its Subcontractors' Use or Disclosure of PHI in a manner that violates this BAA.

#### **13. OBLIGATIONS REGARDING ASSOCIATE PERSONNEL**

Associate will inform all of its employees, agents and Subcontractors ("Associate Personnel") who will be involved in providing services, of Associate's obligations under this BAA. Associate represents and warrants that the Associate Personnel are under legal obligation to Associate, by contract or otherwise, sufficient to enable Associate to fully comply with the provisions of this BAA. Associate will maintain a system of sanctions for any Associate Personnel who violates this BAA.

#### **14. MISCELLANEOUS**

**a. Compliance with Laws.** The parties are required to comply with federal and state laws. If this BAA must be amended to secure such compliance, the parties will meet in good faith to agree upon such amendments. If the parties cannot agree upon such amendments, then either party may terminate the Agreement upon thirty (30) days' written notice to the other party.

**b. Construction of Terms.** The terms of this BAA will be construed in light of any applicable interpretation or guidance on the Privacy Standards, the Security Standards or the Breach Notification Regulations issued by HHS.

**c. No Third Party Beneficiaries.** Nothing in this BAA will confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.

**d. Notices.** All notices required under this BAA will be given in writing and will be delivered by (1) personal service, (2) first class mail, or (3) messenger or courier. All notices shall be addressed and delivered to the contact designated in the signature block, or other address provided by the party from time to time in writing to the other party. Notice given by mail will be deemed for all purposes to have been given forty-eight hours after deposit with the United States Postal Service. Notices delivered by any other authorized means will be deemed to have been given upon actual delivery.

**e. Entire Agreement.** This BAA constitutes the entire agreement between the parties with regard to the Privacy Standards, the Security Standards and Breach Notification Regulations. There are no understandings or agreements relating to the terms of this BAA that are not fully expressed in this BAA and no change, waiver or discharge of obligations arising under this BAA will be valid unless in writing and executed by the party against whom such change, waiver or discharge is sought to be enforced.

**f. Agreement.** This BAA is incorporated as though fully set forth within the Agreement. This BAA will govern in the event of conflict or inconsistency with any provision of the Agreement.

STARWESTTECH INTERNATIONAL

ASSOCIATE: \_\_\_\_\_

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



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

Gina Inorio  
V.P. Chief of Bus Affairs

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

## **EXHIBIT A-5**

The logo for Amazon Web Services, featuring the word "amazon" in a bold, lowercase sans-serif font above the words "web services" in a smaller, lowercase sans-serif font. The logo is centered on the page.

**Creating Healthcare Data Applications  
to Promote HIPAA and HITECH Compliance**

*August 2012*

(Please consult <http://aws.amazon.com/security> for the latest version of this paper)

## Abstract

This paper briefly outlines how companies can use Amazon Web Services (AWS) to power information processing systems that facilitate HIPAA and HITECH compliance. We will focus on HIPAA's Standards for Privacy of Individually Identifiable Health Information (the Privacy Rule) and HIPAA's Security Standards for the Protection of Electronic Protected Health Information (the Security Rule), and how to encrypt and protect data in the AWS cloud.

## Introduction

In the U.S., certain organizations, called covered entities, that create, maintain, transmit, use, and disclose an individual's protected health information (PHI) are required to meet Health Insurance Portability and Accountability Act of 1996 (HIPAA) requirements. HIPAA was expanded by the Health Information Technology for Economic and Clinical Health Act, which is Title XIII of the American Recovery and Reinvestment Act (HITECH), in 2009. HIPAA and HITECH establish a set of federal standards intended to protect the security and privacy of PHI. These standards affect the use and disclosure of PHI by covered entities (such as health care providers engaged in certain electronic transactions, health plans, and health care clearinghouses) and their business associates. HIPAA and HITECH impose requirements related to the use and disclosure of PHI, appropriate safeguards to protect PHI, individual rights, and administrative responsibilities. For additional information on HIPAA and HITECH, visit <http://www.hhs.gov/ocr/hipaa>.

Covered entities and their business associates subject to HIPAA and HITECH can utilize the secure, scalable, low-cost, IT infrastructure provided by Amazon Web Services (AWS) as part of building applications designed to promote compliance with HIPAA and HITECH. AWS offers a complete set of infrastructure and application services that enable businesses to deploy applications and services cost-effectively and with flexibility, scalability, and reliability. AWS offers a secure, durable technology platform with industry-recognized certifications and audits: PCI DSS Level 1, ISO 27001, FISMA Moderate, and SOC 1/SSAE 16/ISAE 3402. AWS services and data centers have multiple layers of operational and physical security to ensure the integrity and safety of your data. With no minimum fees, no term-based contracts required, and pay-as-you-use pricing, AWS is a reliable and effective solution for growing health care industry applications.

## What Are HIPAA and HITECH and Why Are They Important?

HIPAA and HITECH provide national minimum standards to protect an individual's PHI. HIPAA originally was created to streamline healthcare processes and reduce costs by standardizing certain common health care transactions, while protecting the security and privacy of individuals' PHI. HITECH expanded on the privacy and security requirements of HIPAA. The U.S. Department of Health and Human Services (HHS) manages and enforces these standards.

HIPAA and HITECH focus on PHI, which generally includes any personally identifiable information regarding an individual's physical or mental health, the provision of health care to him or her, or payment for related services. PHI also includes any personally identifiable demographic information, including, for example, name, address, phone numbers, and Social Security numbers.

To promote compliance, covered entities must design their information systems and applications to meet HIPAA's and HITECH's privacy and security standards and related administrative, technical, and physical safeguards.



## Privacy and Security Rules

HIPAA's Privacy Rule restricts uses and disclosures of PHI, creates individual rights with respect to their PHI, and mandates administrative requirements. Among other requirements, the privacy rule requires a covered entity to reasonably safeguard PHI from any intentional or unintentional use or disclosure that is in violation of the requirements of HIPAA.

HIPAA's Security Rule requires covered entities to ensure the confidentiality, integrity, and availability of its electronic PHI, to protect against reasonably anticipated threats or hazards to the security or integrity of its electronic PHI, to protect against reasonably anticipated impermissible uses and disclosure of its electronic PHI, and to ensure compliance by their workforce. Additionally, the Security Rule requires covered entities to put in place detailed administrative, physical, and technical safeguards to protect electronic PHI. To do this, covered entities are required to implement access controls and set up back-up and audit controls for electronic PHI in a manner commensurate with the associated risk.

## Encrypting Data in the Cloud

Amazon Elastic Compute Cloud (Amazon EC2) provides resizable compute capacity in the cloud, and Amazon Simple Storage Service (Amazon S3) provides a virtually unlimited cloud-based data object store. The flexibility of AWS allows businesses to choose the programming models, languages, and operating systems they are already using or that are best suited for their project.

HIPAA's Security Rule includes addressable implementation specifications regarding the encryption of PHI in transmission ("in-flight") and in storage ("at-rest"). The same data encryption mechanisms used in a traditional computing environment, such as a local server or a managed hosting server, also can be used in a virtual computing environment, such as Amazon EC2 and Amazon S3. Amazon EC2 provides the customer with full root access and administrative control over virtual servers. To protect data security during electronic transmission, files containing PHI should be encrypted using technologies such as 256-bit AES algorithms. Furthermore, to reduce the risk of exposing PHI and to reduce bandwidth usage, any data, including PHI, not required by applications running in the cloud should be removed prior to transmission.

Using AWS, customers' system administrators can utilize token or key-based authentication to access their virtual servers. Amazon EC2 creates a 2048-bit RSA key pair, with private and public keys and a unique identifier for each key pair to help facilitate secure access. Administrators also can utilize a command-line shell interface, Secure Shell (SSH) keys, or sudo to enable additional security and privilege escalation.

A complete firewall solution can be created in the cloud by utilizing Amazon EC2's default deny-all mode, which automatically denies all inbound traffic unless the customer explicitly opens an EC2 port. Administrators can create multiple security groups to enforce different ingress policies as needed. They can control each security group with a PEM-encoded X.509 certificate and restrict traffic to each EC2 instance by protocol, service port, or source IP address. For more information on encryption and firewalls, see the [AWS Security Whitepaper](#).

When sending data to Amazon S3 for either short term or long term storage, we highly recommend encrypting data before transmission. We also recommend against putting any PHI or other sensitive data, including keys, in Amazon S3 metadata. Amazon S3 can be accessed via Secure Socket Layer (SSL)-encrypted endpoints over the Internet and from within Amazon EC2. Following these practices helps keep PHI and other sensitive data secure.

## High-Level Data Protection

While data flowing to and from the AWS cloud should be safeguarded with encryption, data that comes in contact with administrators or third-party partners may require different control mechanisms. To help customers comply with HIPAA's Security Rule, this section discusses AWS security policies and processes regarding data and how customers can implement authentication, access consent processes, and audit controls to reduce the risk of outside compromise. These controls, among others, allow customers to restrict access to their systems, carefully and constantly monitor them, and quickly lock them down in case of threat or attack.

### AWS Security Policies

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For Amazon EC2, AWS employees do not look at customer data, do not have access to customer EC2 instances, and cannot log into the guest operating system. AWS internal security controls limit data access.

For Amazon S3, AWS employees' access to customer data is highly restricted and not necessary for customer support or maintenance. Despite these internal AWS controls, we strongly suggest that customers encrypt all sensitive data.

### Access Control Processes

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AWS provides a number of mechanisms to control access to data while in-flight and at-rest in the AWS cloud. The customer's system administrator should set user and computer access controls to restrict data access and secure data. Using Amazon EC2, SSH network protocols can be used to authenticate remote users or computers through public-key cryptography. Public-key cryptography or key pairs are used to protect confidentiality by issuing a private key for decryption and a public key for encryption. The administrator also can allow or block access at the account or instance level and can set security groups, which restrict network access from instances not residing in that same group.

Using Amazon S3, access can be easily controlled down to the object level. The customer's system administrator maintains full control over who has access to the data at all times and the default setting permits authenticated access only to the creator. Read, write, and delete permissions are controlled by an Access Control List (ACL) associated with each object.

For both Amazon S3 and EC2, each account has a secret key that is crucial for maintaining the security of customer accounts. We recommend keeping access keys and account credentials in a secure location. Do not embed secret keys in a web page or other publicly accessible source code and do not transmit them over insecure channels. Customers should use Secure HTTP (HTTPS) connections for web applications running in the cloud to protect any PHI presented in the interface as it travels from AWS to the users' browsers.

### Auditing, Back-Ups, and Disaster Recovery

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HIPAA's Security Rule also requires in-depth auditing capabilities, data back-up procedures, and disaster recovery mechanisms. The services in AWS contain many features that help customers address these requirements.

In designing an information system that is consistent with HIPAA and HITECH requirements, customers should put auditing capabilities in place to allow security analysts to drill down into detailed activity logs or reports to see who had access, IP address entry, what data was accessed, etc. This data should be tracked, logged, and stored in a central location for extended periods of time, in case of an audit. Using Amazon EC2, customers can run activity log files and audits down to the packet layer on their virtual servers, just as they do on traditional hardware. They also can track any IP traffic that reaches their virtual server instance. A customer's administrators can back up the log files into Amazon S3 for long-term, reliable storage.

Under HIPAA, covered entities must have a contingency plan to protect data in case of an emergency and must create and maintain retrievable exact copies of electronic PHI. To implement a data back-up plan on AWS, Amazon Elastic Block Store (EBS) offers persistent storage for Amazon EC2 virtual server instances. These volumes can be exposed as standard block devices and offer off-instance storage that persists independently from the life of an instance. To adhere to HIPAA guidelines, customers can create point-in-time snapshots of EBS volumes that automatically are stored in Amazon S3 and are replicated across multiple Availability Zones, which are distinct locations engineered to be insulated from failures in other zones (Availability Zones). These snapshots can be accessed at any time and can protect data for long-term durability. Amazon S3 also provides a highly available solution for data storage and automated back-ups. By simply loading a file or image into Amazon S3, multiple redundant copies are automatically created and stored in separate data centers. These files can be accessed at any time, from anywhere (based on permissions) and are stored until intentionally deleted by the customer's system administrator.

Disaster recovery, the process of protecting an organization's data and IT infrastructure in times of disaster, is typically one of the more expensive HIPAA requirements to comply with. It involves maintaining highly available systems, keeping both the data and system replicated off-site, and enabling continuous access to both. AWS inherently offers a variety of disaster recovery mechanisms. With Amazon EC2, administrators can start server instances very quickly and can use an Elastic IP address (a static IP address for the cloud computing environment) for elegant failure from one machine to another. Amazon EC2 also offers Availability Zones. Administrators can launch Amazon EC2 instances in multiple Availability Zones to create geographically diverse, fault tolerant systems that are highly resilient in the event of network failures, natural disasters, and most other probable sources of downtime. Using Amazon S3, a customer's data is replicated and automatically stored in separate data centers to provide reliable data storage with a service level of 99.9% availability and no single points of failure.

For more information on disaster recovery, see the [AWS Disaster Recovery Whitepaper](#).

## The AWS Solution

AWS provides a reliable, scalable, and inexpensive computing platform "in the cloud" that can support health care customers' applications in a manner consistent with HIPAA and HITECH. This platform is built on the same robust technology that Amazon.com uses to run its global web properties. Amazon EC2 offers a flexible computing environment with root access to virtual machines and the ability to scale computing resources up or down depending on demand. Amazon S3 offers a simple, reliable storage infrastructure for data, images, and back-ups. These services change the way organizations deploy, manage, and access computing resources by utilizing simple API calls and pay-as-you-use pricing. To learn more about the AWS solutions, visit <http://aws.amazon.com/solutions>.

## Disclaimer

*This white paper is not intended to constitute legal advice. You are advised to seek the advice of legal counsel regarding compliance with HIPAA, HITECH, and other laws that may be applicable to you and your business. AWS and its affiliated entities make no representations or warranties that your use of AWS services will assure compliance with applicable laws, including but not limited to HIPAA and HITECH.*

**EXHIBIT A-6**  
**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 parties may agree, in writing, that the Dispute will be decided by binding arbitration in accordance with Commercial Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
  - a. The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC,

who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.

- b. The arbitrator selected must be an attorney with at least 10 years' experience, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.

- 2.2 **Discovery.** The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within ten (10) days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.
  - 2.3 **Hearing.** The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
  - 2.4 **Award.** At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
  - 2.5 **Final Decision.** The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
  - 2.6 **Costs.** The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
4. **Exceptions.**
- 4.1 **Third Party Claims.** City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
  - 4.2 **Liens.** City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.

**4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.**



## Legislation Description

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**File #: 15-267, Version: 1**

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### **AUTHORIZATION FOR A CASH AND BUDGET APPROPRIATION TRANSFER TO THE FIRE DEPARTMENT FOR OVERTIME**

Staff Contact: Mark Burdick, Fire Chief

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

This is a request seeking City Council approval for a cash and budget appropriation transfer to fund Fire Department overtime in an amount not to exceed \$635,000. The cash transfer request is from the Fire Special Revenue Sales Tax Fund and finances overtime and paramedic school expenses. The budget appropriation transfer request is from the Grants Fund, Fire Department Grant Appropriation which provides the budgetary authority for the overtime within the Fire Department.

#### **Background**

Previously vacant positions have been removed from the fire department to reduce costs. This reduction in staffing has caused a shortage of available, sworn, on-duty personnel in the field whose vacancies on the trucks must be backfilled with overtime to maintain the constant staffing levels required by National Fire Protection Association (NFPA) Standard 1710.

Cost reduction measures taken to cover vacancies include reassigning administrative firefighters to the field and eliminating certain public education programs. However, these measures have not provided enough additional funding capacity to cover overtime expenses.

The SAFER Grant provided fifteen new firefighters to assist with attrition in the department; however additional unexpected staffing requirements have caused the Fire Department to experience a gap in overtime funding. The need to train seven new paramedics, due to promotions and retirements, created an unexpected expense. Additionally, the new SAFER firefighters did not enter the emergency response workforce until approximately halfway through the fiscal year which did not reduce overtime as previously expected.

#### **Analysis**

A cash transfer is required to finance the additional overtime and a budget appropriation transfer is required to provide the authority to incur the costs. At June 30, 2015, the Fire Special Revenue Sales Tax Fund was projected to have an ending fund balance of \$1.1 million. Transferring cash in an amount not to exceed \$635,000 would bring the ending fund balance to an estimated \$465,000 on June 30, 2015. Staff is recommending the budget appropriation.

Budget appropriation is available to be transferred from the Grants Fund, Fire Department Grant

Appropriation (Fund 1840). The amount not to exceed \$635,000 will provide the budgetary authority within the General Fund.

Per the transfer policy, appropriation transfers between funds can only be made through City Council approval in the last three months of the fiscal year. Therefore, this appropriation transfer complies with the Cash and Budget Appropriation Transfer Policy adopted December 10, 2013.

**Budget and Financial Impacts**

The request is funded from the Fire Special Revenue Sales Tax Fund with the spending authority being provided by the Grants Fund, Fire Department Grant Appropriation (Fund 1840).

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? Budget appropriation transfer from the Grants Fund, Fire Department Grant Appropriation (Fund 1840).





## Legislation Description

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**File #: 15-275, Version: 1**

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

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Panasonic Corporation of North America and approve the purchase of 17 mobile data computers (MDCs) for the Glendale Police Department (GPD) in an amount not to exceed \$75,000. This cooperative purchase is available through an agreement between the City of Tucson, Arizona and Panasonic Corporation of North America (Contract No. 120471) and is effective through July 31, 2015. The MDCs will be purchased from PCS Mobile, an authorized re-seller, dictated by Panasonic Corporation of North America.

### **Background**

MDCs have been utilized by GPD for almost 20 years. Modern MDCs are state of the art and incorporate military-grade durability in a very portable form, combining improved cellular "4G" coverage and connectivity. Whether responding to an emergency, making a routine traffic stop, or conducting a police stakeout, officers rely on computer-equipped vehicles to serve as their mobile command centers. GPD has identified the need to purchase twelve (12) G1 tablet MDCs and five (5) CF53 laptop MDCs. Six of the G1 tablets will be issued to the Property and Evidence Division for use with the new CAD/RMS System, and the other six G1 tablets will be issued for patrol use, including outfitting four recent police academy graduates. The five CF53 laptop MDCs will be issued to the Traffic Collision Investigation division of the Vehicular Crimes Squad.

### **Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Materials Management and the City Attorney's Office has reviewed and approved the use of the cooperative contract with Panasonic Corporation of North America for the MDC purchase; and the City Attorney's Office has prepared a linking agreement for use with the contract. Staff is recommending Council authorize the City

Manager to enter into the linking agreement with Panasonic Corporation of North America and approve the purchase of 17 MDCs from the authorized re-seller, PCS Mobile, in a total amount not to exceed \$75,000.

**Previous Related Council Action**

On December 18, 2014, Council authorized the City Manager to enter into a linking agreement with Panasonic Corporation of North America and approved the purchase of ten MDCs, utilizing the City of Tucson purchasing cooperative contract and revenue sharing funds previously awarded to GPD from the Tohono O’odham Nation.

On June 11, 2013, Council authorized expenditure for the purchase of tablet computers to be utilized as MDCs from Panasonic Corporation of North America via a cooperative purchasing master agreement solicited by the City of Tucson (Contract No. 120471) with National IPA.

**Community Benefit/Public Involvement**

MDCs assist with realizing the efficiencies that enable officers to spend more time in proactive police activities.

**Budget and Financial Impacts**

If the request is approved by Council, 17 MDCs will be purchased. MDCs with accessories and software average approximately \$4500 per unit. Funds for the six (6) MDCs issued to patrol are available in the FY2014 -15 budget. RICO funds have been approved for the purchase of the remaining eleven (11) MDCs needed.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$48,000</b>	<b>1860-32030-521000, State RICO</b>
<b>\$27,000</b>	<b>1000-12130-521000, Gateway Patrol, Equipment Less than \$5000</b>

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  
PANASONIC CORPORATION OF NORTH AMERICA**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of April 8, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Panasonic Corporation of North America, a New Jersey corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

**RECITALS**

A. The City of Tucson on August 1, 2012 entered into Contract Number 120471, and subsequently the parties entered into various amendments to the contract (collectively, the "Panasonic Contract"), a copy of which is incorporated by this reference.

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

D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Tucson under the Panasonic Contract, Contractor consents to the City's utilization of the Panasonic 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 expires on July 31, 2015 or such other later date as the City of Tucson Contract Number 120471 expires pursuant to extensions or renewals that from time to time may be granted.
2. Scope of Work; Terms, Conditions, and Specifications.

a) Contractor will provide City the identical supplies, goods or services Contractor provided the City of Tucson under the Panasonic Contract, through authorized standard reseller, Portable Computer Systems, Inc., dba PCS Mobile, as requested by the City in the proposal attached as Exhibit "A."

b) Contractor agrees to comply with all the terms, conditions and specifications of the Panasonic Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "End User" or similar references throughout the Panasonic Contract.

3) Compensation and Future Purchases.

a) The total purchase price for the goods and services are not to exceed the total as authorized in the attached Exhibit "A."

b) The City may from time to time elect to purchase additional goods and services from authorized standard reseller pursuant to the Contract. City and contractor agree that in such future purchases the City will have the rights and obligations enjoyed by the City of Tucson under the Panasonic Contract. The City will comply with all applicable laws regarding procurement and approval of such purchases.

4) Confidential Information. The Parties agree that the terms, conditions and pricing contained in this Agreement, the member Agreement, and the Proposal are not Panasonic Confidential Information.

5) Arizona Law. The parties agree that this Agreement and the Panasonic Contract shall be governed by Arizona law, including without limitation A.R.S. § 41-4401 (compliance with immigration laws) and A.R.S. § 38-511 (conflicts of interest).

6) Non-discrimination. 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.

7) Complete Agreement.

a) This Agreement contains, except as stated below, the entire agreement between the Contractor and the City.

b) This Agreement incorporates the following documents:

- i) Exhibit "A," PCS Mobile Proposal, attached hereto and effective as of the date of execution of this Agreement.
- ii) City of Tucson Contract Number 120471, incorporated herein by reference.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona  
municipal corporation

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

Name:

Title:

"Contractor"

Panasonic Corporation of North America  
a New Jersey corporation

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

Name: Donald W. Szczepaniak

Title: Vice President

**ATTEST:**

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

Approved as to Form

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



**Proposal: PROPOSAL-12456/1**  
For: Glendale Police Dept

<b>Corporate Headquarters</b> 1200 W Mississippi Ave Denver, CO 80223 Phone: 888.836.7841 Email: <a href="mailto:sales@pcsmobile.com">sales@pcsmobile.com</a>	<b>Print Date:</b> 10/16/2014 09:13 AM <b>Proposal Valid Date:</b> 5/31/2015 09:15 AM  <b>Inside Sales Rep:</b> Emily Brittin <b>Email:</b> <a href="mailto:emilyb@pcsmobile.com">emilyb@pcsmobile.com</a> <b>Phone:</b> 303-552-3976 <b>Fax:</b> 303-346-4274
<b>Customer:</b> Glendale Police Dept 6835 N. 57th Drive  Glendale, AZ 85301-3218	<b>Salesperson:</b> Dan Allen <b>Email:</b> <a href="mailto:dana@pcsmobile.com">dana@pcsmobile.com</a> <b>Proposal Created By:</b> Emily Brittin

## Proposal

Customer	Requested By	F.O.B.	Terms	Contract
	Chad Bowers	Origination	Net 30 Days	NIPA CNR-04540-V37T - 120471

Line	Item Number	Description	Price	List Price	Quantity	Subtotal
		<b>Total Number of Tablets (Evidence &amp; Patrol)</b>				
1	FZ-G1FS3JFCM	Win7 (Win8.1 Pro COA), vPro, Intel Core i5-4310U 2.00GHz, 10.1 WUXGA 10-pt Gloved Multi Touch+Digitizer, 128GB SSD, 8GB, Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:GPS), 4G LTE Multi Carrier (EM7355), GPS, Webcam, 8MP Cam, Rotating Hand Strap, Tall Corner Guards, No CD/DVD Drive, Toughbook Preferred	\$2,496.00	\$3,299.00	12.00	\$29,952.00
2	CF-SVCASCTC5Y	5 yr Computrace Complete (CTC)	\$189.00	\$189.00	17.00	\$3,213.00
3	FZ-SVCTPEXT2Y	Extended Warranty - Toughpad PC (Years 4 & 5)	\$270.00	\$295.00	12.00	\$3,240.00
4	10NMWP250	NetMotion Mobility for Windows with Policy	\$190.00	-	20.00	\$3,800.00
5	10NMX20	Mobility Premium Software Maintenance	\$1,221.00	-	1.00	\$1,221.00
		<b>6 Docking Stations for Evidence</b>				
6	CF-AA6413CM	3 Prong AC Adapter for G1 Cradle	\$67.92	\$80.00	6.00	\$407.52
7	FZ-VEBG11U	Desktop cradle for FZ-G1	\$322.62	\$380.00	6.00	\$1,935.72
		<b>Toughbook 53s</b>				
8	CF-532URPLCM	Win7 (Win8.1 Pro COA), Intel Core i5-4310U 2.0GHz, vPro, 14.0 HD Touch, 128GB SSD, 8GB(4+4), Intel WiFi a/b/g/n/ac, TPM, Bluetooth, Dual Pass (Upper:WWAN/Lower:Selectable), 4G LTE Multi Carrier (EM7355), GPS, Emissive Backlit Keyboard, Contactless Smartcard Reader, Toughbook Preferred 3 Year Warranty	\$3,483.00	\$4,079.00	5.00	\$17,415.00
9	DS-PAN-412-2	Dock For Panasonic CF-53 w/Integrated Power Supply,dual rf	\$811.00	\$1,250.97	5.00	\$4,055.00

EXHIBIT A

10	CF-VEB531U	Port Replicator for CF-53 MK 1	\$177.30	\$205.00	5.00	\$886.50
11	CF-AA5713AM	AC Adaptor for CF-31mk1 and CF-52mk3	\$75.25	\$87.00	5.00	\$376.25
12	CF-SVCLTEXT2Y	PANASONIC TOUGHBOOK TWO YEAR WARRANTY EXTENSION (YRS 4&5)	\$318.00	\$420.00	5.00	\$1,590.00
					<i>Total</i>	\$68,091.99
					<i>Tax 9.2%</i>	\$6,264.46
					<i>Total</i>	\$74,356.45

Notes
New Officer MDC



## Terms and Conditions

**Portable Computer Systems, Inc., dba: PCS Mobile**  
**Standard Reseller: *Terms and Conditions***

1. **Contract Terms.** These Terms and Conditions are attached to and made a part of a "Quote" for resale of products ("Products") provided by Portable Computer Systems, Inc., dba: PCS Mobile ("PCS") to the buyer named therein ("Buyer"); and all further references herein to "this Agreement" mean the Quote, including these Terms and Conditions. Upon acceptance of this Agreement by Buyer, the provisions of this Agreement constitute a binding contract between PCS and Buyer. This Agreement shall be accepted by Buyer upon either receipt from Buyer of any written communication confirming this Agreement or acceptance by Buyer of Products shipped by PCS pursuant to this Agreement. This Agreement supersedes all prior communications relating to the Products covered by this Agreement, and any contrary or supplemental provisions in any Buyer purchase order or other communication from Buyer are specifically rejected.
2. **Payment.** Payment for the Products shall be in US dollars as stated in this Agreement. Unless stated otherwise, prices stated in this Agreement do not include any state or local sale, use or other taxes or assessments or freight charges (beyond delivery by PCS to common carrier), all of which shall be paid by Buyer. A service charge of 1.5% per month will be charged on all past due balances and will be due on demand. All PCS costs of collection, including reasonable attorney's fees, shall be paid by Buyer. Buyer grants PCS a security interest (and the right to file UCC financing statements) in the Products to secure payment of all amounts due. If Buyer fails to make any payment when due, PCS shall have the right to revoke any credit extended, regarding the Products or otherwise, to delay or cancel any or all future deliveries without liability to Buyer. The obligation of PCS to deliver Products shall terminate without notice upon filing of any bankruptcy proceeding by or against Buyer or appointment of any trustee for Buyer or any of its assets. Under no circumstances may Buyer set off against amounts due PCS pursuant to this Agreement any claim Buyer may have against PCS for any reason.
3. **Shipment.** Delivery of all Products shall be F.O.B. place of shipment by or for PCS, unless otherwise agreed in writing. PCS reserves the right to select the means of shipment, point of shipment and routing. Delivery will be deemed complete upon transfer of possession of Products to common carrier as described above, whereupon all risk of loss, damage or destruction to the Products shall pass to Buyer.
4. **Acceptance of Products; Returns.** All Products shall be deemed accepted by Buyer unless Buyer notifies PCS in writing within seven (7) calendar days of receipt of Products of any short shipment, wrong-product shipment, damaged Products or similar discrepancies. Once accepted by Buyer, Products may be returned only with authorization from PCS, in the sole discretion of PCS; and in no case will returns be considered more than thirty (30) days after delivery to Buyer. If accepted for return Products will be subject to a 20% restocking fee.
5. **Warranties.** PCS makes no representation with regard to Products of any kind or nature, express or implied, including any warranty of merchantability or fitness for a particular purposes, or usage of trade. Products are covered by manufacturer's warranty only. Copies of manufacturer's warranty will be provided to Buyer upon written request. PCS assigns to Buyer all warranties on the Products accepted by Buyer; and PCS shall have no obligation relating to processing claims there under, though PCS may assist Buyer therewith at the sole option of PCS.
6. **Limitation on Liability.** In no event shall PCS be liable for any claims for loss of use, revenue, profit or customer, or any direct, indirect, special, incidental or consequential damages of any kind or nature arising out of, or connected with the Products, the use thereof, or the sale thereof by PCS to Buyer. Further, Buyer agrees to indemnify and defend PCS from any such claims.
7. **Force Majeure.** PCS shall not be liable for any delay or failure to perform any obligation of PCS under this Agreement that is caused by events of force majeure, including without limitation strikes, riots, casualties, acts of God, war, governmental action or other cause beyond the reasonable control of PCS.
8. **Miscellaneous.** This Agreement constitutes the entire agreement between PCS and Buyer regarding the Products, and may not be modified except by written agreement signed by the party to be charged with the modification. Buyer's rights under this Agreement may not be assigned without the written consent of PCS. If any provision of this Agreement shall become invalid or illegal under any provision of applicable law, the remainder of this Agreement shall not be affected. This Agreement shall be binding upon both PCS and Buyer, and their respective successors and assigns. This Agreement shall be interpreted in accordance with the internal laws of the State of Colorado.



## Legislation Description

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**File #: 15-276, Version: 1**

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**AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SAN DIEGO POLICE EQUIPMENT CO. INC. AND APPROVE THE PURCHASE OF AMMUNITION FOR THE GLENDALE POLICE DEPARTMENT UTILIZING A STATE OF ARIZONA PURCHASING COOPERATIVE CONTRACT**

Staff Contact: Debora Black, Police Chief

### **Purpose and Recommended Action**

This is a request for City Council to authorize the City Manager to enter into a linking agreement with San Diego Police Equipment Co. Inc. and approve the purchase of ammunition for the Glendale Police Department (GPD) in an amount not to exceed \$84,500. This cooperative purchase is available through an agreement between the State of Arizona and San Diego Police Equipment Co. Inc. (Contract Number ADSPO14-067867) and is effective through March 31, 2016.

### **Background**

The ammunition purchased will be used for the training, qualification, and on-duty use of each police officer. Ammunition is necessary for firearms training, which is important in order for each police officer to complete the annual qualification required by the Arizona Peace Officer Standards and Training Board. Additionally, the ammunition police officers carry in their on-duty weapon is replaced every year, as a best practice for officer safety. The GPD has been purchasing ammunition from San Diego Police Equipment Co. Inc. for several years. This purchase will cover all of the ammunition needs for each police officer in Fiscal Year (FY) 2015-16.

The San Diego Police Equipment Co. Inc. is on Arizona State Contract, referenced through the Arizona Department of Administration State Procurement Office (ADOA-SPO) and Procure.AZ.gov under contract number ADSPO14-067867. GPD will utilize the Arizona State Contract in order to receive a competitive rate. This contract was last bid in March 2014 in accordance with the State procurement process. Materials Management and the City Attorney's Office has reviewed and approved the use of the state contract for the ammunition purchase; and the City Attorney's Office has prepared a linking agreement for use with the contract.

### **Analysis**

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts, and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Staff is recommending Council authorize the City Manager to enter into the linking agreement with San Diego Police Equipment Co. Inc. and approve the purchase of ammunition for the GPD in an amount to exceed \$84,500. The total expenditure authority requested includes an allowance for tax and contingencies.

**Previous Related Council Action**

On August 12, 2014, Council authorized the purchase from San Diego Police Equipment Co. Inc. in an amount not to exceed \$105,000 for the ammunition needs for each police officer in FY2014-15.

**Budget and Financial Impacts**

Requested funds for ammunition have been proposed in the FY2015-16 budget that will be presented to Council for approval.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$84,500</b>	<b>1000-12135-521400, General fund, Training - Ammunition</b>

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  
SAN DIEGO POLICE EQUIPMENT CO. INC.

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 14 day of April, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and San Diego Police Equipment Co. Inc., a California corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 1, 2014, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Contract Number ADSPO14-067867, which is incorporated by this reference. Contract Number ADSPO14-067867 permits its cooperative use by other governmental agencies including the City. Contract Number ADSPO14-067867 is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals, which are incorporated by reference, and the covenants and promises contained in this Linking Agreement, the parties agree as follows:

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are incorporated by this reference, purchases can be made by governmental entities from the date of award, which was April 1, 2014, until the date the contract expires on March 31, 2016 unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond March 31, 2019. The initial period of this Agreement therefore is the period from the Effective

Date of this Agreement until March 31, 2016 The City, however, may renew the term of this Agreement for four one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the quote attached hereto as Exhibit "A."
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise.
- B. The total purchase price for the supplies and/or services purchased under this Agreement is not to exceed Eighty Four Thousand Five Hundred Dollars and No Cents (\$84,500), which includes the expenditure detail in the proposed quote attached as Exhibit "A," plus an allowance for taxes and contingencies.
- C. The City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Cooperative Purchasing Agreement. 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 Cooperative Purchasing Agreement. The City will comply with all applicable laws regarding procurement and approval of such purchases.

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

5. Non-discrimination. 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.

6. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

“City”

City of Glendale, an Arizona  
municipal corporation

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

Richard A. Bowers  
Acting City Manager

“Contractor”

San Diego Police Equipment Co. Inc.,  
a California corporation

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

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

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

ATTEST:

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

APPROVED AS TO FORM:

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

EXHIBIT A



**SAN DIEGO POLICE  
EQUIPMENT CO. INC.**

DATE: 03/18/15  
EXPIRES: 07/18/15  
TERMS: NET 30  
QUOTED BY: RYAN

**QUOTE**



TO: SGT JERRY McDANIEL  
AGENCY: GLENDALE POLICE DEPT  
  
PHONE: 623-772-7117 / 623-692-4244  
FAX: 623-772-7967  
  
EMAIL: JMC DANIEL@GLENDALEAZ.COM

SHIP TO:  
ATTN:  
  
PO / REF#:  
AUTH BY:

TO PROCEED WITH ORDER AS QUOTED, PLEASE PROVIDE SHIPPING INFORMATION AND SIGN FORM

QTY	UNIT	PRODUCT CODE	DESCRIPTION	UNIT PRICE	EXT. PRICE
10	CS/1000	FED-P45HST1 **	FEDERAL HST 45ACP 230GR JHP +P	\$367.92	\$3,679.20
100	CS/1000	CCI-53653 **	SPEER LAWMAN 45ACP 230GR TMJ	\$298.67	\$29,867.00
5	CS/1000	CCI-53395 **	SPEER LAWMAN RHT 45ACP 155GR FRANGIBLE	\$498.52	\$2,492.60
5	CS/1000	CCI-53757 **	SPEER LAWMAN 38SPL 135GR TMJ	\$317.20	\$1,586.00
150	CS/500	FED-XM193 **	FEDERAL 5.56MM 55GR FMJ-BT	\$169.98	\$25,497.00
5	CS/500	FED-BC223NT5A **	FEDERAL BALLISTIC CLEAN RHT .223 55GR FRANGIBLE	\$329.76	\$1,648.80
15	CS/500	FED-T223E **	FEDERAL TRU .223 55GR SIERRA BTHP	\$276.81	\$4,152.15
1	CS/5000	CCI-0031	CCI 22LR MINI MAG 36GR HP	\$289.00	\$289.00
20	CS/500	SIM-5306001 **	SIMUNITION 9MM SECURIBLANK LOUD CARTRIDGES, TOXFREE	\$186.26	\$3,725.20
			** PRICING PER ARIZONA STATE CONTRACT # ADSPO14-067867		
			EFFECTIVE 4/1/15 - 3/31/16		

NOTES: FOR DEPARTMENT PURCHASE ONLY

We do not collect sales tax for the State of Arizona, please pay any tax due directly to the State.

No freight charge for drop shipment from factory, unless lift gate service or inside delivery is required.

SUBTOTAL: \$72,936.95  
TAX%: SEE NOTE  
FREIGHT:  
TOTAL: \$72,936.95

ALL ORDERS MUST BE SUBMITTED IN WRITING

San Diego Police Equipment Co. Inc., 8205-A Ronson Road, San Diego CA 92111

Phone: (858)974-8500 Toll Free: (800)367-8989 Fax: (858)974-8530

E-mail: Sales@Sandiegopoliceequipment.com





## Legislation Description

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**File #:** 15-256, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC. FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG 51st, OLIVE AND NORTHERN AVENUES**

Staff Contact: Jack Friedline, Director, Public Works

**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 Kimley-Horn and Associates, Inc. for the design of intelligent transportation systems (ITS) infrastructure on 51st Avenue, between Peoria and Glendale Avenues; and on Olive and Northern avenues, from 47th to 59th avenues, in an amount not to exceed \$162,420.

**Background**

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 100 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 115 closed-circuit television (CCTV) cameras and 14 DMS. Future infrastructure expansion on 67th Avenue is under construction, with expected completion in 2015.

This project will expand the communications infrastructure along 51st, Olive and Northern avenues, allowing for eight additional signals and seven CCTV cameras to be added to the system.

**Analysis**

The city's ITS Strategic Plan includes these enhancements, which will close a gap in the traffic management system. Once completed, several connections to expand the city's remote management capabilities of the signal system on 51st, Northern and Olive avenues will be connected to the central signal system. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal funds for construction have been secured for Federal Fiscal Year 2016.

The city conducted a Request for Proposals on March 19, 2014. Five companies responded with proposals which were evaluated by a committee of transportation professionals from the cities of Glendale and Avondale. Kimley-Horn and Associates, Inc. was selected as the most responsive and responsible proposer.

**Previous Related Council Action**

On October 14, 2014, City Council approved an intergovernmental agreement with the Arizona Department of Transportation to accept federal funding for the design of this project.

**Community Benefit/Public Involvement**

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure along some of Glendale's most critical north-south corridors.

**Budget and Financial Impacts**

The total design cost of the project is \$162,420. Funding is available in the Fiscal Year 2014-15 capital improvement plan.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$162,420</b>	<b>1600-67803-551200, Dev. Agree. - Signals</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**PROFESSIONAL SERVICES AGREEMENT**  
Intelligent Transportation System Enhancements  
along 51<sup>st</sup>, Olive and Northern Avenues

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Kimley-Horn and Associates, Inc., a North Carolina corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("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 \$162,420 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. 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:  
  
Ray Yparraguirre  
7740 N. 16<sup>th</sup> Street, Suite 300  
Phoenix, Arizona 85020

- 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 Trevor Ebersole  
6210 W. Mrytle Ave., Suite 112  
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 two year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two 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 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
- 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:  
Its:

ATTEST:


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

APPROVED AS TO FORM:

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

KHA MT  
07

Kimley-Horn and Associates, Inc  
a North Carolina Corporation

  
\_\_\_\_\_  
By: BRENT MUTTI  
Its: V.A.

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

PROJECT

(Cover Page)

Exhibit A  
Professional Services Agreement

Project consists of Intelligent Transportation Systems (ITS) planning and design along 51<sup>st</sup>, Olive and Northern Avenues.

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

SCOPE OF WORK

(Cover Page)

## **Exhibit A: Scope of Work**

### **PROJECT DESCRIPTION**

This project will include the design of new fiber optic cable in existing and new conduit infrastructure along the following road sections:

- 51<sup>st</sup> Avenue - Peoria Avenue to Mountain View Rd;
- 51<sup>st</sup> Avenue - Olive Avenue to Butler Avenue;
- 51<sup>st</sup> Avenue - Oranewood Avenue to Glendale Avenue;
- Olive Avenue - 59<sup>th</sup> Avenue to 43 Avenue;
- Northern Avenue - 51<sup>st</sup> Avenue to 47<sup>th</sup> Avenue.

This new portion of the City's backbone will provide fiber optic communication to the following eight signalized intersections:

1. 51<sup>st</sup> Avenue at Mountain View Road;
2. 51<sup>st</sup> Avenue at Olive Avenue;
3. 51<sup>st</sup> Avenue at Butler Avenue;
4. 51<sup>st</sup> Avenue at Oranewood Avenue;
5. 51<sup>st</sup> Avenue at Glendale Avenue;
6. Olive Avenue at 55<sup>th</sup> Avenue;
7. Olive Avenue at 43<sup>rd</sup> Avenue; and
8. Northern Avenue at 47<sup>th</sup> Avenue.

This project will also include the design of seven new CCTV cameras on existing traffic signal poles at the following intersections:

1. 51<sup>st</sup> Avenue at Mountain View Road;
2. 51<sup>st</sup> Avenue at Olive Avenue;
3. 51<sup>st</sup> Avenue at Butler Avenue;
4. 51<sup>st</sup> Avenue at Oranewood Avenue;
5. Olive Avenue at 55<sup>th</sup> Avenue;
6. Olive Avenue at 43<sup>rd</sup> Avenue; and
7. Northern Avenue at 47<sup>th</sup> Avenue.

This project will utilize CMAQ Funding for construction and will require oversight by ADOT. The funding requires that an environmental clearance, utility clearance and right-of-way clearance be obtained before the plans go beyond the 95% completion level.



## **SCOPE OF SERVICES**

### *Task 1 – Project Administration*

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#### **Task 1.1 – Project Schedule**

KHA and Associates, Inc. (KHA) will develop a project schedule identifying project milestones. The schedule will be updated periodically as the project progresses. It is anticipated that the design phase of the project will require an 18 month schedule.

#### **Task 1.2 – Kick-Off Meeting**

KHA will arrange for a kick-off meeting with the City and ADOT within one week of the notice to proceed. The meeting will serve to confirm the lines of communication, review the scope and schedule, and address other project details. Because this project will be constructed using federal funds, determining the submittal dates and agency review periods at the kick-off meeting will be key to completing the project on schedule.

KHA will provide a meeting agenda, proposed schedule, handouts as necessary, and will develop brief meeting minutes that summarize action items which will be disseminated to project stakeholders.

#### **Task 1.3 – Project Status Reports**

KHA will prepare monthly project status reports and invoices. The status reports are intended to document KHA's progress, identify potential issues as they arise and identify changes to the project schedule.

#### **Task 1.4 – Project Coordination and Progress Meetings**

KHA will prepare for and attend monthly progress meetings with the City of Glendale and/or participating agencies/departments to discuss project issues. The regular time and dates for the meetings will be selected at the project kick-off meeting. The City of Glendale will arrange for the meeting space. KHA will provide a meeting agenda, handouts as necessary, and will develop brief meeting minutes that summarize action items which will be disseminated to project stakeholders. Because meetings may not be required every month and the comment review meetings will be held in place of corresponding monthly meetings, 6 progress meetings are anticipated.

The City of Glendale will provide comments to meeting minutes, project status reports, and other formal correspondence through the City of Glendale Project Manager. KHA will incorporate City comments into all final documents.

#### ***Task 1 Deliverables:***

1. Project Schedule
2. Monthly Project Status Reports
3. Kick-off Meeting Minutes
4. Progress Meeting Minutes

## *Task 2 – Prepare Project Assessment*

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### **Task 2.1 – Field Review of Existing Conditions**

KHA will perform a field review to confirm the location of existing infrastructure and identify locations for the installation of the proposed infrastructure. Existing pull boxes will be examined to determine if they need to be replaced and/or if modifications need to be made to the conduit sweeps within them to accommodate new fiber. As part of this field review, the City of Glendale will provide technician assistance with conduit continuity verification.

### **Task 2.2 – Project Assessment (PA)**

KHA will prepare a PA that complies with Arizona Department of Transportation (ADOT) requirements to convey basic project background and requirements. The PA will include the following information:

1. Title Page
2. Introduction
3. Background Data
4. Project Scope
5. Project Development Considerations
  - a. Environmental Requirements
  - b. Geotechnical and Drainage Requirements
  - c. Critical Outside Agency Involvement
  - d. Right-of-Way Requirements
  - e. Utility Relocation Requirements
  - f. Seasonal Considerations
  - g. Traffic Requirements
  - h. Design Criteria
  - i. Communication Plan which includes considerations to connect additional signalized intersections or ITS devices
  - j. Identification of Device Locations
  - k. Options for Additional ITS Infrastructure
    - 1) Based on allocated construction budget
    - 2) Consider extending project limits
    - 3) Consider additional ITS devices and infrastructure
6. Other Requirements
  - a. Funding Sources
  - b. Project Development
  - c. Construction Administration

- d. Certification Acceptance Procedures
- e. Itemized Estimate
- f. Vicinity Map with segments identified.
- g. Revised Design Schedule
- h. 30% plans (Project Overview Map) (See Task 2.4)

KHA will organize and attend a comment resolution meeting to resolve comments generated from the Preliminary PA.

KHA will revise the preliminary PA based on input from ADOT, the City and project stakeholders. KHA will track all comments and resolutions to each comment.

KHA will complete the ADOT Systems Engineering Checklist during this task.

Both KHA and the City understand that revising the project limits will require MAG approval.

### **Task 2.3 – Prepare Base Plans**

KHA will subcontract with Survey Innovation Group, Inc. to develop base plans of the project area.

### **Task 2.4 – Prepare 30% Plans**

The 30% plans will show the general alignment for the fiber backbone project and primarily will identify existing and new conduit, the eight intersections at which traffic signal controllers will be tied into the fiber backbone, and proposed CCTV locations. The plans will be prepared in AutoCAD format at a scale of 1 inch = 40 feet and will adhere to City of Glendale's design guidelines. Final electronic files will be provided to the ADOT in Microstation format.

The following plan sheets and sections of plan sheets (estimated) will be included in the plan package:

- Title sheet (1 sheet);
- Olive/Northern/51<sup>st</sup> Avenue ITS plan sheets (16 sheets)

The design of the system will utilize the existing conduit and pull boxes to the extent possible. The alignment may be behind sidewalk or within the street, depending upon which area is most appropriate for installation. Typical conduit depths will eventually be included on a detail sheet.

All plans and estimates will be prepared in accordance with the following design references:

1. City of Glendale Traffic Signal and ITS Standard Details, 2011;
2. ADOT Standard Plans and Specifications; and
3. ADOT Project Development Process Manual;

These documents were prepared to establish uniform design policies, procedure design guidelines, and criteria for all ITS related projects. Deviation from the policies and criteria may only be permitted with the written approval of the City and ADOT.

**Task 2.5 – Prepare Preliminary Estimate of Probable Cost**

KHA will prepare an engineering estimate of cost based on the summary of quantities and recent bid prices from the City of Glendale and other construction projects similar in scope and location to this project.

**Task 2.6 – Submit 30% Plans and Estimate of Probable Cost**

KHA will submit 30% plans and a preliminary estimate of probably costs to the City of Glendale and ADOT for review. It is anticipated that 2 copies of this submittal will be required. All plan sheets will be 11” by 17”.

**Task 2.7 – 30% Comment Review Meeting**

KHA will prepare for and attend a comment review meeting to discuss comments from all stakeholders. KHA will provide meeting minutes and a summary of comments/comment resolution.

***Task 2 Deliverables:***

1. Draft PA - An electronic copy and up to ten hard copies (8.5” x 11”) will be provided to ADOT and the City of Glendale for review.
2. Final PA - KHA will revise the PA based on any written comments from ADOT or the City of Glendale and submit an electronic copy and up to ten hard copies (8.5” x 11”) will be provided to ADOT and the City of Glendale.
3. 30% plans and preliminary estimate of probable cost
4. 30% comment review meeting minutes and comment resolution forms

***3 – Environmental Task Documentation***

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KHA will prepare the environmental clearance with a Group II Programmatic Categorical Exclusion (CE) in the form of ADOT’s CE Checklist. Technical documents included with the CE will include an Urban Project Biological Evaluation form, a Preliminary Initial Site Assessment (PISA) and a Class I Cultural Resources report.

**Task 3.1 - General Coordination/Meetings**

This task includes time for KHA environmental staff to attend project meetings and to coordinate with the ADOT EPG NEPA Planner assigned to the project as well as EPG resource specialists (cultural resources, biology, hazmat, etc).

**Task 3.2 - Public and Agency Scoping**

KHA will prepare scoping letters and a scoping list for distribution of the letter for review and approval by ADOT EPG NEPA Planner. Separate scoping letters will be prepared for relevant agency contacts.

**Task 3.3 - Conduct Field Reconnaissance for Project Clearance**

This task includes a field reconnaissance of the project area. The field reconnaissance will focus on gathering information regarding biological resources, land use, and potential contamination within the project area.

**Task 3.4 - Urban Biological Review Form**

The purpose of this task is to prepare the appropriate biological document for the project's CE. It is assumed for this scope of work and will be verified at the time of the Kick-Off meeting that the appropriate biological document is an Urban Project Biological Evaluation (UPBE).

The UPBE Form will address potential affects the project may have on threatened and endangered species and to their critical habitat in the project vicinity and within Maricopa County. The preparation and submittal of the UPBE Form will comply with ADOT requirements.

The draft and final draft UPBE will be submitted to the ADOT NEPA Planner and Biologist for their review and approval.

### **Task 3.5 - Hazardous Materials - PISA**

The Consultant will prepare a Preliminary Initial Site Assessment (PISA) to identify contamination concerns within the project area. The PISA documentation will include observations from field reconnaissance and review of an EDR database report for the three areas involved in the project. This task assumes that a Phase I Environmental Site Assessment will not be necessary.

A draft PISA report summarizing the findings will be submitted to ADOT EPG. Following ADOT EPG review, comments will be incorporated and a final PISA report will be submitted to ADOT.

### **Task 3.6 - Cultural Resources**

As a subconsultant to Kimley-Horn, ACS will conduct a Class I Cultural Resources Literature Review and prepare draft Section 106 consultation letters. Please see attached proposal from ACS for details.

### **Task 3.7 - Draft CE**

KHA will perform an environmental evaluation in the form of ADOT's Group II CE and will include an objective review of the proposed project and its potential environmental issues or potential changes to the environment.

The evaluation will include an analysis of environmental concerns including Natural Environment, Physical/Construction, Socioeconomic, and Cultural Resources. The results of the impact evaluation will be documented in the Draft Group II CE that will be submitted to the ADOT EPG NEPA Planner for review. This task includes up to two rounds of reviews. In addition this task includes time to review applicable plans against the CE for any updates or modifications needed to the CE due to changes in design.

### **Task 3.8 - Final CE**

This task includes responding to ADOT comments and incorporating the comments into the final Group II CE. This task includes up to two rounds of reviews. In addition this task includes time to review applicable plans against the CE for any updates or modifications needed to the CE due to changes in design.

### ***Task 3 Deliverables:***

1. Public/Agency Scoping Letters
2. UPBE
3. PISA
4. Cultural Resources Report and draft Section 106 consultation letters

5. Draft CE Checklist
6. Final CE Checklist

**Additional Environmental Documentation Services:**

The following environmental documentation services are not included in the scope for this project but can be provided if authorized. Compensation for additional services will be agreed upon prior to any work being performed.

- Section 404 Jurisdictional Delineation or Permit Application;
- Species Specific Surveys;
- Phase I Environmental Site Assessment;
- Asbestos and/or lead based paint testing
- Biological Evaluation;
- Environmental Assessment or Environmental Impact documents;
- Additional Cultural Resources Field Survey, Monitoring, Testing or historic building inventory;
- Air Quality Analysis; and
- Noise Analysis.

***Task 4 – Utility Coordination and Clearance***

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The City of Glendale will provide KHA with electronic files, where available, of locations of all City of Glendale owned utilities within the project limits. The City of Glendale will provide these files within one month of the project kick-off meeting. Where electronic files are not available, the City of Glendale will provide available hard copy plans of City owned utilities within the project limits.

KHA will coordinate with Blue Stake to identify and contact known utility companies within the project limits to obtain their utility location information. Based on the utility records received, KHA will show the approximate location of existing utilities on the design plans, beginning at the 60% level. KHA will also include contact information for each identified utility company in the PA and in the project special provisions.

Once the project plans have reached the 60% level, KHA will distribute copies of the plans to each utility company identified to be within the project limits for review. A utility clearance form will be sent to each utility company that will document the status of each utility's facilities within the project limits, identify potential utility conflicts, and identify any special coordination or requirements that must be followed during construction.

Once clearance forms have been submitted for each utility within the project limits and the project plans have reached the 95% level, KHA will coordinate with ADOT for issuance of formal utility clearance. KHA will prepare a utility clearance letter for submission to ADOT.

Due to the nature of the construction of this project, the Consultant will obtain a Materials Clearance Memo Waiver.

***Task 4 Deliverables:***

1. Utility Clearance Letter
2. Materials Clearance Memo Waiver

### Task 5 – Right-of-Way Coordination and Clearance

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Although, it is not anticipated that this project will require additional right-of-way, KHA will coordinate with ADOT and the City of Glendale to identify existing right-of-way within the project limits. KHA will include this information on the design plans.

KHA will coordinate with ADOT to obtain right-of-way clearance. KHA will prepare right-of-way certifications for each parcel within the project limits along Olive Avenue, Northern Avenue, and 51<sup>st</sup> Avenue. All right-of-way certifications will be in accordance with ADOT right-of-way clearance documents.

#### **Task 5 Deliverables:**

1. Right-of-way Certifications
2. Right-of-way Clearance Letter

### Task 6— Prepare 60% Plans, Specifications and Estimate (PS&E)

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#### **Task 6.1 – Prepare 60% Plans**

Based on the approved PA, Environmental Clearance, and 30% plans, the design plans will be advanced to the 60% completion level. The 60% plans will be a complete plan set which includes sufficient detail for project construction requirements.

KHA will design the communication cable system including the splices, terminations and specifications. This task will require coordination with the City of Glendale's staff to identify the communications equipment currently being used in the field.

KHA will coordinate the design of the conduit and communication cable with other projects being developed that are located within the project area. KHA will design the splices for the new fiber optic cables and to the existing fiber optic cable as needed to integrate this project into the City fiber network.

Traffic control plans will not be developed for this project. It is anticipated that all construction activities will be completed utilizing standard lane closures. KHA will develop an estimate for traffic control which will include quantities for specific traffic control elements to be included in the estimate of probable cost

In addition to the plan sheets included in the 30% submittal, the following plan sheets (estimated) will be included in the 60% plan package:

- Title Sheet (prepared by ADOT Control Desk) (1 sheet);
- List of standard drawings (3 sheets)
- Index of sheets (1 sheet);
- Legend and abbreviations (1 sheet);
- General notes (1 sheet);
- Construction notes (1 sheet);
- Summary of quantities (1 sheet);
- Communications schematic (1 sheet);

- Splice details (7 sheets);
- Fiber equipment connection details (5 sheets);
- Traffic control plans (3 sheets);
- Corner detail sheets (7 sheets); and
- Location plan sheets (16 sheets)

Construction and device details are anticipated to consist of trench details (which will include identification of empty conduits within a bank), utility avoidance details, cabinet details, communication details, and applicable City of Glendale Standard Details.

Corner details will consist of 1" = 10' scale drawings of areas where the fiber will connect to existing traffic signal equipment.

Because the area of ground disturbance for this project is anticipated to be less than one acre, a stormwater pollution prevention plan will not be prepared.

#### **Task 6.2 – Prepare 60% Special Provisions**

KHA will prepare specifications and special provisions for the project construction which meet ADOT requirements. The special provisions will be prepared in Microsoft Word and will adhere to ADOT guidelines.

The specifications will utilize the ADOT Standard Specifications for Road and Bridge Construction (2008) as the basis for the special provisions document and will be modified as required to describe the construction requirements for this project.

#### **Task 6.3 – Prepare 60% Estimate of Probable Costs**

The estimate of probable costs will be updated to reflect the 60% plans and specifications.

#### **Task 6.4 – Submit 60% PS&E**

KHA will submit 60% PS&E package to the City and ADOT for review. It is anticipated that both ADOT and the City will require a CD with all submittal documents and up to two (2) 11"x17" plan sets.

The 60% submittal will not be submitted until after the Environmental Clearance is obtained.

#### **Task 6.5 – 60% Comment Review Meeting**

KHA will prepare for and attend a comment review meeting to discuss comments from all stakeholders. In addition, KHA will provide meeting minutes and a summary of comments/comment resolution.

#### ***Task 6 Deliverables:***

1. 60% PS&E
2. 60% comment review meeting minutes and comment resolution forms



*Task 7 – Prepare 95% Plans, Special Provisions and Estimate*

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**Task 7.1 – Prepare Plans**

Based on the review comments on the 60% PS&E, the 60% plans, will be advanced to 95% completion level.

**Task 7.2 – Prepare 95% Special Provisions**

Based on the 60% comments, the special provisions will be advanced to 95% level.

**Task 7.3 – Prepare 95% Estimate of Probable Costs**

The estimate of probable costs will be update to reflect the 95% plans and specifications.

**Task 7.4 – Submit 95% PS&E**

KHA will submit 95% PS&E package to the City of Glendale and ADOT for review. It is anticipated that 10 copies of this submittal will be required. All plan sheets will be 11” by 17”.

**Task 7.5 – 95% Comment Review Meeting**

KHA will set up a comment review meeting to discuss unresolved comments to the 60% PS&E from the City and ADOT. To minimize meeting time KHA will work to resolve as many comments as possible prior to the meeting. KHA will provide meeting minutes. If comments can be addressed over the phone, no meeting will be held.

KHA will provide meeting minutes and a summary of comments/comment resolution.

***Task 8 Deliverables:***

1. 95% PS&E
2. 95% comment review meeting minutes and comment resolution forms

*Task 8 – Prepare 100% Plans, Specifications and Estimate*

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**Task 8.1 – Comment Review Meeting**

KHA will set up a comment review meeting to discuss unresolved comments to the 95% PS&E from the City and ADOT. To minimize meeting time KHA will work to resolve as many comments as possible prior to the meeting. KHA will provide meeting minutes. If comments can be addressed over the phone, no meeting will be held.

**Task 8.2 – Prepare 100% PS&E**

Based on the 95% review comments and information obtained from the utility clearance process, the plans, special provisions, and estimates will be finalized.

**Task 8.3 – Submit 100% PS&E**

It is anticipated that both ADOT and the City will require a CD with all submittal documents and up to two (2) 11"x17" plan sets. It is also anticipated that one set of original sealed final contract documents will be submitted to ADOT for bid. Based on the final quantities, KHA will prepare and provide a bid item schedule.

KHA will also prepare and submit a comment response form which will document comments received to the 95% plans as well as the Consultant's response to each comment.

Upon project closeout, KHA will provide electronic versions of the final plans (in AutoCAD format), special provisions estimate of probable cost and bid schedule to the City.

***Task 8 Deliverables:***

1. One set of the final plans – 100% submittal with comments resolved. Sealed and signed full size vellum sheets.
2. One set of the special provisions in Word format
3. One set of estimate of probable cost in Excel format
4. Bid schedule in Excel format
5. Up to two (2) 11"x17" plan sets
6. Upon City approval, two (2) full size copies of final plans
7. One CD of all electronic AutoCAD files

**Task 9 - Post Design Support Services**

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This task covers the post design services that could be requested of KHA during the implementation of the City of Glendale Olive/Northern/51<sup>st</sup> Avenue ITS project. The level of effort included in this proposal is approximately 1.25% of the programmed construction amount of \$900,000.

The Contractor for City of Glendale Olive/Northern/51<sup>st</sup> Avenue ITS project construction will furnish and install the equipment and services needed to complete the field construction contract. KHA will provide assistance to the construction administrator, ADOT and/or City of Glendale, during this project as needed. This assistance will include review of contractor submittals, respond to requests for information (RFI), participation in project meetings, providing technical assistance, preparing a conform set of record drawings based upon the Contractor's red line as-built set, and will provide consultation services related to the construction of the project as needed.

This task is based on the understanding that the day-by-day inspection of construction will be the responsibility of the construction administrator, ADOT and/or City of Glendale, with KHA providing technical assistance, and that the construction administrator, ADOT and/or City of Glendale, will provide all standard construction administration functions including processing appropriate forms, documents, and logs; and keeping quality control logs, records, and inspection reports, for each identifiable part of the system.

Listed below is a sample of the typical types of services that could be provided by KHA in support of the City of Glendale Olive/Northern/51<sup>st</sup> Avenue ITS project. The following services will be provided on an hourly basis within the constraints of the project budget:

A. Post Design Services

1. Review material submittals, fiber test results, and recommend appropriate action
2. Review shop drawings and recommend appropriate action
3. Review Contractor RFI's and provide responses as required
4. Attend meetings between as requested.

B. Technical Engineering Support

KHA can provide other types of engineering and technical support during the City of Glendale Olive/Northern/51<sup>st</sup> Avenue ITS project, as needed. These activities may include, but are not limited to the following:

1. Additional design, which may arise as a result of unforeseen field occurrences.
2. Integration technical services.
3. Utility coordination assistance including coordination with other agencies communications infrastructure.
4. Coordination activities with other projects.
5. Prepare conform set record drawing CADD files based on the Contractor's redline markups of as-built conditions. CADD files will be provided to the City of Glendale.
6. Any additional engineering, integration, and technical support tasks requested by the construction administrator, ADOT and/or City of Glendale, that have not already previously been addressed.

C. As-Built Preparation

The Contractor for the City of Glendale Olive/Northern/51<sup>st</sup> Avenue ITS project and the ADOT VISION Field Office will provide the plans containing the field redline changes that are to be incorporated onto the as-built plans by the Consultant. Plan sheets accompanying addenda will replace the original plan sheets. Plan changes initiated by supplemental agreements will be incorporated into the plans as additional sheets with an alpha designation, such as 32A, 32B, etc. The original plan sheet that has been changed will have an "X" drawn across the sheet and will be retained in the as-built plans package.

KHA will not conduct an independent field investigation, and is not responsible for documenting any other "as-built" conditions except those shown on the Contractor and

ADOT VISION Field Office redline markups and as described above for addenda plan sheets and supplemental agreement plan sheets.

The following deliverables will be prepared:

1. The original set containing the field redlines sent by the construction office will be returned.
2. One (1) half size (11" x 17") set of the prepared As Built plans will be submitted to the Resident Engineer for the Resident Engineer's approval prior to items 3 and 4 below.
3. One (1) half-size (11" by 17") prints of the final prepared, with original seal and signed, As Built plans set.
4. Two (2) electronic copies containing the created, sealed and signed, As Built Plans scanned onto CD(s) in PDF format (Adobe Portable Document Format).

## **BILLING**

KHA will complete the services outlined above for a fee not to exceed \$162,420.00. Please refer to the attached Estimate of Cost for Proposed Design Services table for the derivation of this fee.

Tasks 1-8 Billing Type: Lump Sum

Task 9 Billing Type: Not to Exceed

Billing Cycle: Monthly

## **BASIS OF DESIGN**

The following project assumptions have been developed for this Scope of Services based on discussions with City Staff:

1. The City will provide KHA with electronic copies of the latest version of any details relevant to this project which may have been recently updated.
2. The plan set for this assignment will be prepared in English units.
3. The plan set for this assignment will be prepared using AutoCAD and Microstation software.
4. This project (construction only) does involve the use of Federal CMAQ funding.
5. All submittals will be in accordance with the requirements outlined for each stage of submittals as outlined on ADOT's Local Government Website.
6. It is assumed that the comments to the 100% plans will primarily involve verifying that the comments to the 95% plans have been adequately addressed and will not involve a redirection of design or significant additional comments not previously identified.

7. No post design technical support, Construction Engineering or shop drawing review will be provided as part of this Scope of Services. These services will be included as an amendment to this agreement.
8. Other design issues that arise during the design of this project which are not described in this Scope of Services and are reasonably not expected to be included will require a contract addendum to cover the Consultant's additional hours and costs.
9. The Consultant's Representative and named Project Manager will be John Kissinger, PE, who is a registered Civil Engineer licensed to practice in the State of Arizona. (Arizona Registration No. 27128)
10. The Consultant will endeavor to provide a project schedule to meet the City's construction schedule.

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

SCHEDULE

(Cover Page)

*Fee Estimate Summary*

City of Glendale, AZ  
 Olive - Northern - 51st Ave ITS  
 December 17, 2014

**LABOR**

<u>Classification</u>	<u>Billing Rate</u>	<u>Total Hours</u>	<u>Cost</u>
Project Manager	\$ 198.00	80	\$ 15,840.00
Sr. Engineer	\$ 180.00	70	\$ 12,600.00
Project Engineer / Designer	\$ 148.00	229	\$ 33,892.00
Analyst	\$ 105.00	344	\$ 36,120.00
Technician	\$ 80.00	0	\$ -
Admin.	\$ 105.00	48	\$ 5,040.00
Total		921	\$ 127,492.00

	<u>Unit Cost</u>	<u>Quantity</u>	<u>Cost</u>
<b>EXPENSES</b>			
Full Size Plots (Vellum)	\$ 5.00	48	\$ 240.00
EDR Database Search	\$ 750.00	1	\$ 750.00
Total			\$ 990.00

	<u>Total Cost</u>
<b>SUBCONSULTANTS</b>	
ACS	\$ 5,703.00
SIG	\$ 28,235.00
Total	\$ 33,938.00
<b>TOTAL (to nearest \$1)</b>	\$ 162,420.00



Estimate of Cost for Proposed Design Services

City of Glendale, AZ  
Olive - Northern - 51st Ave ITS  
December 17, 2014

Task	Rates and Hours										Total Cost	Task Subtotal
	Principal	Project Manager	Sr. Engineer	Project Engineer / Designer	Enviro. Planner	Analyst	Technician	Admin.	Total Hours	Sub-consultant Expense		
Description	\$210.00	\$198.00	\$180.00	\$148.00	\$160.00	\$105.00	\$80.00	\$105.00				
<b>Task 1: Project Administration</b>												
1.1 Project Schedule		2		4					6			\$ 980
1.2 Kick-off Meeting		5		5	3				13			\$ 2,210
1.3 Project Status Reports		6		6				12	24			\$ 3,336
1.4 Project Coordination and Progress Meetings		12	12	6	6				36			\$ 6,384
<b>Task 1 Total</b>												\$ 12,918
<b>Task 2: Prepare Project Assessment</b>												
2.1 Field Review of Existing Conditions		1	2	8		11			22			\$ 2,897
2.2 Project Assessment		4	10	15		30			59			\$ 7,962
2.3 Prepare Base Plans				2	2	20			22	\$ 28,235		\$ 30,631
2.4 Prepare 30% Plans (16 Sheets @ 40 Scale)				5	12	25			44			\$ 5,697
2.5 Prepare Preliminary Estimate of Probable Cost				2	2	10			16			\$ 2,102
2.6 Submit 30% Plans and Estimate				2	2	4			12			\$ 1,532
2.7 30% Comment Review Meeting				4					6			\$ 988
<b>Task 2 Total</b>												\$ 51,809
<b>Task 3: Environmental Documentation</b>												
3.1 General Coordination Meetings					4				4			\$ 640
3.2 Public/Agency Scoping Letters					15				15			\$ 2,400
3.3 Field Reconnaissance (2 people)					10				10			\$ 1,600
3.4 Urban Project Biological Evaluation					8				8			\$ 1,280
3.5 Hazardous Materials - PISA					20				20		\$ 750	\$ 3,950
3.6 Cultural Resources Report					10				10	\$ 5,703		\$ 7,303
3.7 Prepare Draft CE includes plan review time					54				54			\$ 8,540
3.8 Prepare Final CE includes plan review time					20				20			\$ 3,200
<b>Task 3 Total</b>												\$ 29,013
<b>Task 4: Utility Coordination</b>												
4.1 Obtain Records from Utility Companies				1		5		4	10			\$ 1,093
4.2 Show Utilities on 60% Plans				5		20			25			\$ 3,038
4.3 Distribute Forms, Collect Responses, Obtain Clearance		1		2		10		4	17			\$ 1,864
4.4 Include Contact Information in Special Provisions				1		2			3			\$ 368
<b>Task 4 Total</b>												\$ 6,453
<b>Task 5: Right of Way Coordination</b>												
5.1 Prepare Right of Way Certification Documents - Olive Ave		1	1	10		16			28			\$ 3,538
5.2 Prepare Right of Way Certification Documents - 51st Ave		1		10		16			27			\$ 3,356
5.3 Prepare Right of Way Certification Documents - Northern Ave			1	4		8			13			\$ 1,612
5.4 Right of Way Coordination with ADOT		1		5		2			8			\$ 1,148
<b>Task 5 Total</b>												\$ 9,656



Estimate of Cost for Proposed Design Services

City of Glendale, AZ  
 Olive - Northern - 51st Ave ITS  
 December 17, 2014

Task Description	Principal	Project Manager	Sr. Engineer	Project Engineer / Designer	Enviro. Planner	Analyst	Technician	Rates and Hours		Sub-consultant Expense	KHA Outside Expense	Total Cost	Task Subtotal
								Admin.	Total Hours				
	\$210.00	\$195.00	\$180.00	\$148.00	\$160.00	\$105.00	\$80.00	\$105.00					
<b>Task 6: Prepare 60% PS&amp;E</b>													
6.1 Prepare 60% Plans						1							
Title Sheet & List of Standard Drawings						1							
Index of Sheets/Legend and Abbreviations						1							
General Notes						1							
Construction Notes						1							
Summary of Quantities						2							
Communications Schematic						4							
Splice Details (7 Sheets @ 2 Details Per Sheet)						16							
Fiber Equipment Connection Details						10							
Traffic Control Plans						12							
Corner Detail Sheets (7 Sheets @ 2 Details per sheet)						10							
Amalgamate Location Plans Sheets (16 Sheets @ 40 Scale)						20							
6.2 Prepare Special Provisions						6		2					
6.3 Prepare 60% Estimate of Probable Cost						4							
6.4 Submit 60% PS&E						4		4					
6.5 80% Comment Review Meeting						1							
<b>Task 6 Total</b>						1		5					\$ 797
<b>Task 7: Prepare 95% PS&amp;E</b>													
7.1 Prepare 95% Plans						25							
7.2 Prepare 95% Special Provisions						2							
7.3 Prepare 95% Estimate of Probable Cost						5							
7.4 Submit 95% PS&E						2							
7.5 95% Comment Review Meeting						1							
<b>Task 7 Total</b>						1		5					\$ 797
<b>Task 8: Prepare 100% PS&amp;E</b>													
8.1 Comment Resolution Meeting						10							
8.2 Prepare 100% PS&E & ADOT C&S Coordination						5		4					
8.3 Submit 100% PS&E						5		4					
<b>Task 8 Total</b>						5		8		\$ 240			\$ 1,579
<b>Task 9: Post Design Services</b>													
9.1 Post Design Services						5							
9.2 Technical Engineering Support						5							
9.3 As-Built Preparation						8		6					
<b>Task 9 Total</b>						8		6					\$ 3,410
<b>Sub-Total</b>						344		48		\$ 33,938	\$ 990		\$ 11,346
<b>Total (Rounded to the nearest \$)</b>						150		229		\$ 162,420	\$ 162,420		\$ 162,420

Payment Notes:

1. Unforeseen delays in the project schedule may require an adjustment to the assumed hours budget.

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

COMPENSATION

**METHOD AND AMOUNT OF COMPENSATION**

The consultant will be paid on a time and materials basis according to the attached work hour estimate.

**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 \$162,420.

**DETAILED PROJECT COMPENSATION**

See attached spreadsheet for cost estimate.

**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

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**File #:** 15-257, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH STANLEY CONSULTANTS INC. FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG MARYLAND AVENUE FROM 95th TO 99th AVENUES**

Staff Contact: Jack Friedline, Director, Public Works

**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 Stanley Consultants Inc. for the design of intelligent transportation systems (ITS) infrastructure on Maryland Avenue, between 95th and 99th Avenues, in an amount not to exceed \$214,288.

**Background**

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 100 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 115 closed-circuit television (CCTV) cameras and 14 DMS. Future infrastructure expansion on 67th Avenue is under construction, with expected completion in 2015.

This project will install overhead lane control signals and message signs on Maryland Avenue, allowing for dynamic lane assignments during special events and unplanned incidents. Dynamic lane assignments allow for improved traffic flow along Maryland Avenue-particularly during events-by permitting a change in which lanes are used for the primary flow of traffic.

**Analysis**

This project to install ITS infrastructure along Maryland Avenue, from 95th to 99th avenues, was identified in the city's ITS Strategic Plan and will greatly enhance the management of traffic during planned and unplanned events. Currently, during Arizona Cardinals football games and large stadium events, the direction of travel for several lanes on Maryland Avenue over Loop 101 is changed using barricades to expedite flow into or out of parking lots.

This new technology will allow staff to remotely assign the direction of travel using the city's central signal system and allow for additional use during other special events and unplanned incidents. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal

funds for construction have been secured for Federal Fiscal Year 2017.

The city conducted a Request for Proposals on March 19, 2014. Four companies responded with proposals which were evaluated by a committee of transportation professionals from the cities of Glendale and Mesa. Stanley Consultants, Inc. was selected as the most responsive and responsible proposer.

**Previous Related Council Action**

On October 14, 2014, City Council approved an intergovernmental agreement with the Arizona Department of Transportation to accept federal funding for the design of this project.

**Community Benefit/Public Involvement**

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure along one of Glendale's most critical Mega Event corridors.

**Budget and Financial Impacts**

The total design cost of the project is \$214,288. Funding is available in the Fiscal Year 2014-15 capital improvement plan.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$214,288</b>	<b>2210-65062-551200, Glendale Sports Facilities Sgn</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

## PROFESSIONAL SERVICES AGREEMENT

Overhead Lane Control Signs  
Maryland Avenue  
95th to 99th Avenue

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Stanley Consultants Inc., a Corporation, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("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 \$214,288 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. 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:  
  
Dave Sabers  
1661 E. Camelback Rd., Suite 400  
Phoenix, Arizona 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 Trevor Ebersole  
6210 W. Mrytle Ave., Suite 112  
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 two year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two 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 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
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:  
Its:

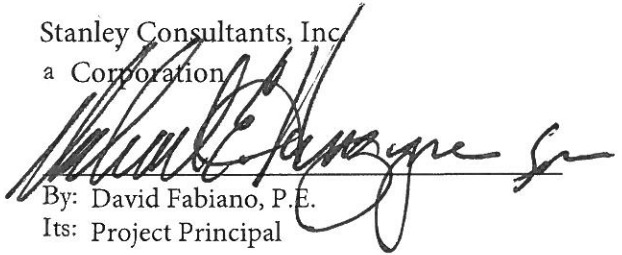
ATTEST:

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

APPROVED AS TO FORM:

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

Stanley Consultants, Inc.  
a Corporation

  
By: David Fabiano, P.E.  
Its: Project Principal



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

PROJECT

(Cover Page)

**Exhibit A:  
Project Understanding**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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**PROJECT UNDERSTANDING**

This project includes the scoping, design, construction plan production, and post design services associated with the proposed improvements described below:

- Installation of fiber optic communication cable, conduit, pull boxes and communication equipment along Maryland Avenue, from 95<sup>th</sup> Avenue to 99<sup>th</sup> Avenue;
- Installation of Dynamic Message Signs (DMS) at two locations;
- Installation of four lane control signal bridges with overhead lane control signs;
- Installation of new lane control signal central system; and,
- Connection of DMS and lane control signal equipment to central systems.

Stanley understands that the proposed project will be utilizing federal funds for construction of the proposed improvements and will be administered by ADOT Local Government. The project will be prepared in accordance with the ADOT Local Public Agency (LPA) process and is expected to include:

- Project Assessment (PA/Stage II)(By Stanley)
- Joint Project Agreement (JPA)(By Glendale/ADOT)
- System Engineering Checklist (By Stanley)
- Plans, Specs & Estimate (Stage III, IV, & Final)(By Stanley)
- Utility, Right of Way, and Environmental Clearances (By Stanley)
- Post Design Services (By Stanley)

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

**SCOPE OF WORK**

(Cover Page)

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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**SCOPE OF WORK**

**Task 1.0 Project Management & Administration**

The hours associated with this task includes up to 54 hours of project management and administration. Project management and administration includes project development and set up, monthly progress reporting, monitoring and updating the schedule, and monthly billing activities for the duration of the project. This task also included preparation of subconsultant contracts and process of subconsultant invoices. Project duration is expected to be 18 months with an estimated start date of February 2016 through July 2016 for the project assessment and design phase of this project.

**Task 2.0 Project Meetings**

Stanley will travel, prepare for, attend, and document the meetings attended. The meetings included in the scope of work are described as:

- 2.1 Kick Off Meeting - Consist of meeting with the City and ADOT to discuss scope, schedule, process and expectations, request and obtain data, and discuss potential issues and concerns.
- 2.2 Initial Project Assessment (IPA) Comment Resolution & Progress Meeting – Consists of meeting with the project team at ADOT Local Government offices to resolve comments on the IPA document and provide status report and summary of schedule.
- 2.3 Final PA (FPA) & Stage II (30%) Comment Resolution & Progress Meeting – Consists of meeting with project team at ADOT Local Government offices to resolve FPA/Stage II comments, Comment Resolution Meeting and provide status report and summary of schedule.
- 2.4 Stage III (60%) Comment Resolution & Progress Meeting: - Consists of meeting with project team at ADOT Local Government office to resolve Stage III (60%) comments and provide status report and summary of schedule.
- 2.5 Stage IV (95%) Comment Resolution Meeting – Consist of meeting with project team at ADOT Local Government offices to resolve Stage IV comments and provide status report and summary of schedule.
- 2.6 Pre-Bid Meeting

All meetings will be attended by project manager and engineer. All meetings will be documented through preparation and distribution of meeting minutes. Utility meetings are covered under Task 4.

**Task 3.0 Right of Way Investigation and Clearance**

It is assumed that all components of fiber communication systems and lane control signal bridges can all be installed within the existing right of way. Therefore, right of way or

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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temporary construction easement legal descriptions and exhibits will NOT be necessary or included in the scope of this work. The work associated with this task includes right of way investigation to ensure and illustrate that work is being done with the public right of way and obtain the right of way clearance.

- 3.1 Stanley will obtain and review right of way as built plans and recorded documents to be provided by the City. Design files will be supplemented with right of way documentation received.
- 3.2 Stanley will coordinate with ADOT Local Government and Right of Way to obtain, prepare and submit the Right of Way forms and certificates necessary to obtain right of way clearance at Stage IV (95%).

Should additional right of way be deemed necessary during the design process, Stanley will notify the City immediately for further direction.

**Task 4.0 Utility Coordination and Clearance**

Utility relocation is NOT anticipated to be required for this project. It is assumed that all utility conflicts will be mitigated. It is further assumed that pot-hole data will not be necessary.

- 4.1 Stanley will contact blue stake to identify the list of utilities within the project limits. Utility mapping will be requested from each of the utilities within the project limits. Base design files will be supplemented with utility mapping received.
- 4.2 Stanley will prepare for and attend three utility meetings at FPA/Stage II (30%), Stage III (60%), & Stage IV (95%). The purpose of these meetings will serve to as an introduction to the utility stakeholders at FPA/Stage II and resolve conflicts at subsequent stages.
- 4.3 Construction plans will be reproduced and distributed to each of the utilities for "Utility Conflict Review" at Stage II (30%), III (60%), and IV (95%) submittal. Stanley will control the project submittals through utility control matrix. Stanley's submittal to utilities consists of one half size (11 x 17) scalable set. For the purposes of this proposal, coordination with up to five utility companies is expected to be necessary. Stanley will respond to comments received and resolve utility conflicts.
- 4.4 Stanley will provide utility conflict response and resolution letters to the City and ADOT for their records. Stanley will coordinate with ADOT Utility & Rail Road section to obtain, prepare, and submit forms necessary for utility clearance.

**Task 5.0 Environmental and Clearance**

Environmental clearance for the project will be secured by following the processes, conducting analyses, and preparing documents per current expectations and guidelines provided by ADOT's Environmental Planning Group (EPG) Local Governments Section. It

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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is anticipated that preparation of a Group 2 categorical exclusion (CE) will meet the documentation requirements of National Environmental Policy Act (NEPA) for this project.

Archaeological Consulting Services, Ltd. (ACS) take the lead on the preparation of the CE document, and will conduct biological, cultural resources, and hazardous materials investigations as required to meet ADOT/NEPA requirements. The following discussion and the attached ACS proposal outlines the environmental clearance scope and assumptions. ACS documents will be reviewed by Stanley for quality and completeness.

Natural Environment/Biology – Work effort provided by ACS, see *the attached ACS scope, estimate, and assumptions for details of this task.*

Floodplains - FEMA maps will be reviewed by ACS to determine if any of the project lies within a designated floodplain.

Section 404: Jurisdictional Delineation (JD) - ACS will confirm no waters of the US are present within the project limits and determine that a formal JD will not be needed.

Section 4(f) – ACS will determine that there will be no potential to impact Section 4(f) eligible resources in the project area. It is assumed that no Section 4(f) resources are located within or adjacent to the project limits.

Land Use – ACS will confirm the nature of adjacent land uses and that there will be no direct impacts to land use as a result of this project.

Air and Noise - Minimal effort is anticipated by ACS to determine that project impacts associated with air and noise quality will only occur during construction and that those impacts will be temporary in nature. No air or noise modeling will be performed as a part of this scope of work.

Construction-Related Impacts – ACS Environmental and Stanley engineering staff will coordinate closely to evaluate the impacts to the traveling public and nearby populations as a result of traffic control, dust, noise, and access to adjacent properties.

Utility Impacts – Stanley will identify existing utilities within the project limits as part of the utility coordination scope of work. It is assumed that there will be no impacts to utilities during construction that will require coordination with adjacent property owners due to interruption of utility service.

Hazardous Material Evaluation – Work effort provided by ACS, see *the attached ACS scope, estimate, and assumptions for details of this task.*

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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Arizona Pollutant Discharge Elimination System (AZPDES) – Stanley will calculate the total area of ground disturbance during construction and confirm that a SWPPP is not required. SWPPP is not included in this scope of work. If determined to be necessary, SWPPP will be provided as an out of scope service.

Socioeconomic – ACS will determine the extent and nature of temporary and permanent impacts on neighborhoods and residents related to access to properties by residents and emergency services, access to nearby businesses and services, access for parking, and overall circulation. It is assumed that access will be maintained throughout construction and there will be no temporary or permanent disruption to neighborhood continuity.

Cultural Resources – provided by ACS, *see the attached ACS scope, estimate, and assumptions for details of this task.* All cultural resources documents will be reviewed by Stanley for quality and completeness.

Public and Agency Scoping - Owners of properties that lie adjacent to the Glendale ROW within the project limits will be notified of the scope and intent of the project and offered an opportunity to share their concerns and specific needs as they relate to construction of the property. It is assumed ACS will prepare verbiage for letters and/or mailers and that printing and distribution will be performed by the City of Glendale. ACS will compile and summarize any received responses.

Prepare Environmental Documents & Clearance Memo - The primary ACS effort under this task will be the coordination of the individual discipline efforts, the preparation of the CE Condensed Clearance Memo (CCM), and coordination of document reviews for technical reports and the CE. Other efforts under this task include coordination with project engineers to fully define the scope, purpose, and need for the project, and to determine the extent of impacts and measures to minimize and/or mitigate those impacts.

Coordinate City and ADOT Reviews & Revisions - ACS will submit the CE Condensed Clearance Memo (CCM) to the City and ADOT for review, prepare a response to comments, and prepare one revision to the Clearance Memo.

All documents will be provided in both hard copy and electronic media to the City of Glendale and to ADOT as appropriate upon completion of the project.

**Task 6.0 ITS Design, Project Assessment, PS&E**

**6.1 Data Collection**

- Stanley will collect and review roadway as built plans, ITS as built plans, traffic signal plans, right of way and utility plans within the project limits.

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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- Stanley will conduct a field investigation, which will consist of:
  - (a) Inventory of each signalized intersection to verify signal cabinet and controller type and capacity,
  - (b) Capacity and quality of existing conduit, and
  - (c) Potential conflicts with the proposed design.

It is assumed that City of Glendale will conduct the testing of the existing conduit capacity and quality.

**6.2 Base Design File Preparation**

Base design file will be done in AutoCAD, using the data collected, as built plans, right-of-way plans, and utility mapping received. Stanley has identified AutoCAD as the preferred CADD package. However, prior to doing any CADD work, Stanley will verify ADOT's recommended CADD requirements and perform CADD work in accordance with ADOT recommended requirements.

**6.3 Project Assessment & Systems Engineering Checklist**

Stanley will prepare project assessment (PA) in accordance with ADOT Local Government project development guidelines. Two submittals will be prepared and defined as Initial PA and Final PA. The document will summarize the project background, scope, development considerations, funding source, estimated cost, schedule, vicinity maps, and project layout exhibits.

- Stanley's proposal includes Stage I (15%) plans with the initial (PA) and Stage II (30%) plans with the final PA submittal. The Stage I and Stage II plans will be limited to the four ITS Infrastructure Layout sheets.
- Stanley will prepare the System Engineering Checklist to be submitted with final PA for approval. System Engineering Checklist will be revisited at Stage III.
- Prior to submittal of the initial PA, Stanley will present the preliminary results and cost estimate to the City.
- Upon receipt of initial PA review comments from the project team, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Comments will be incorporated in the final PA.



**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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**6.4 Plan, Specifications & Estimate (PS&E)**

Upon ADOT approval of the Final PA, Stanley will prepare Stage III (60%), IV (90%), and V (100%), and Final PS&E package in accordance with City and ADOT Local Government requirements.

- Fiber Communication and CCTV Plan sheets will be prepared at 1 inch = 40 foot scale.
- Plan sheets will be prepared using AutoCAD and on 22" x 34" sheets so half size scalable 11" x 17" can be submitted at each stage to the project team. Construction plan set is expected to consist of 33 sheets, which can be described as follows sheets:
  - One (1) Cover Sheet
  - Five (5) ADOT Standard Sheets
  - Two (2) general and ITS infrastructure construction notes and legend Sheets
  - Four (4) ITS Infrastructure Sheets - Fiber Communication, Lane Control Signal and DMS Locations
  - Eight (8) ITS Infrastructure Detail Sheets (Vault, trench/directional drill details, pull box, device cabinet, signal controller)
  - One (1) Structural Design & Construction Notes Sheet
  - One (1) Structural Plan Elevation & Tabulation Sheet
  - One (1) Structural Steel & Connections Detail Sheet
  - One (1) Base Anchor & Foundation Detail Sheet
  - One (1) DMS & LCS Mounting Detail Sheet
  - One (1) Communication System Architecture Sheet
  - One (1) Communication Schematic Diagram
  - Two (2) Splicing and Field Switch Detail Sheets
  - Two (2) Lane Control Signal Operational Sequence Sheets
  - One (1) Traffic Control Notes & Quantities Sheet
  - One (1) Project Advance Signing Sheet
  - One (1) Traffic Control Activities & MOT Matrix Sheet
  - One (1) Detour Trailblazing Layout Sheet
- Stanley will evaluate through coordination with Glendale fiber termination points that will fall within the project environmental clearance limits and define opportunities to create redundant system.
- Stanley will perform fiber communication design including fiber optic conduit, cable, pull boxes/vaults, and node switch in accordance with the City of

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
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- Glendale ITS standards and specifications. Specifications will be prepared in accordance with ADOT requirements.
- Stanley through coordination with Glendale will determine and prepare a public interest finding letter (PIF) for ITS equipment required for the project.
  - Fiber optic slicing details will be provided by Stanley. Splice details will be included in the construction plan set and expected at the following locations:
    - Maryland Avenue and 95<sup>th</sup> Avenue
    - Maryland Avenue and 99<sup>th</sup> Avenue
    - Maryland Avenue and SR101L HOV Ramp
  - Stanley will perform structural analysis to the lane control signal bridge in accordance with ADOT and City of Glendale standards and specifications.
  - Geotechnical analysis for the lane control signal structure foundation will be provided by Ninyo & Moore. See *the attached Ninyo & Moore scope, estimate, and assumptions for details of this task*. Ninyo & Moore documents will be reviewed by Stanley for quality and completeness.
  - Stanley will determine the new lane control signal system operational sequence through the coordination with the City of Glendale using the existing area traffic control plans.
  - Stanley will assess maintenance of traffic during the project assessment. Restrictions will be defined and documented in the project assessment. MOT design is limited to construction phasing matrix that will reference standard traffic control details in accordance with Glendale, ADOT, and Part VI of the MUTCD. Specifications will be prepared in accordance with ADOT C&S and Glendale requirements.
  - Estimates and bid item numbers will be prepared in accordance with ADOT C&S requirements. Stanley will prepare back up calculations for submittal to ADOT C&S at 95% submittal.
  - PS&E will be submitted at III (60%), IV (95%), & Final (100%). Upon receipt of review comments at each stage, Stanley will compile comments into one comprehensive document. Initial responses will be defined and resolved through coordination with the project team. Final responses will be based on comment resolution. Written comments will be distributed with each submittal PS&E Deliverables.
  - Stanley will develop an FTP site to be utilized for downloading and distribution of the project assessment, plans, specs, and estimate at each stage of the project for review and comment. Six (6) half size (11"x17") hard copies will be prepared and submitted to ADOT Local government (PM), ADOT EPG Lead, ADOT U&RR Lead, ADOT ROW Lead, City of Glendale (PM), and Stanley file for review and comment.

**Exhibit B:  
SCOPE OF WORK**



**MARYLAND AVENUE: 95<sup>TH</sup> TO 99<sup>TH</sup> AVENUE  
LANE CONTROL SIGNAL**

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**Task 7.0 Post Design Services**

Post design services can be described as:

- 7.1 Stanley includes up to 18 hours of project management and administration during post design. Project management and administration includes monthly progress reporting, monitoring, and monthly billing activities for the duration of the post design services phase. The duration is estimated to start in August 2016 through July 2017 (12 month) for Post Design Services phase of this project.
- 7.2 Stanley will prepare for and attend up to four (4) meetings. Meeting will be attended by one engineer.
- 7.3 Stanley will review, coordinate with City and respond construction RFI's by the Contractor. This task includes up to 54 hours.
- 7.4 Stanley will review shop drawings submitted by the contractor and coordinate the review with city staff.
- 7.5 Stanley will prepare as built plans based on redlines received. Deliverable to ADOT and Glendale will consist of two half size (11 x 17) bond and PDF electronic copy of the as built plans for review.
- 7.6 Upon completion of the review, a CD will be prepared containing the as built documents and half size bond copy. Deliverable to the City will include full size reproducible Mylar and CD containing electronic copies of the CADD and electronic submittals.

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

SCHEDULE

(Cover Page)

**STANLEY CONSULTANTS**

**EXHIBIT D: FEE ESTIMATE AND MAN HOUR BREAKDOWN**  
 Maryland Avenue: 95th to 99th Avenue Lane Control Signal Project  
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2  
 Page 1 of 1

**COST PROPOSAL SUMMARY**

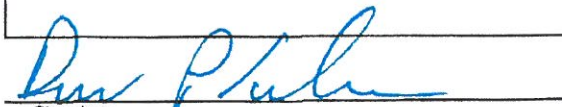
<b>PROJECT ASSESSMENT AND DESIGN PHASE ESTIMATED LABOR</b>			
<b>Classification</b>	<b>Estimated Workhours</b>	<b>Billing Rate</b>	<b>Costs</b>
Project Manager	177	\$ 170.00	\$ 30,090
QA/QC Manager	33	\$ 195.00	\$ 6,435
Sr. Project Engineer	60	\$ 185.00	\$ 11,100
Project Engineer	55	\$ 155.00	\$ 8,525
Engineer/Designer	263	\$ 125.00	\$ 32,875
Environmental Manager	8	\$ 195.00	\$ 1,560
Sr. Structural Engineer	103	\$ 155.00	\$ 15,965
Utility Coordinator	42	\$ 125.00	\$ 5,250
Technician/Drafter	282	\$ 95.00	\$ 26,790
Secretary/Clerical	48	\$ 90.00	\$ 4,320
	<u>1,071</u>		
<b>Total Estimated Labor</b>			<b>\$ 142,910</b>

<b>POST DESIGN SERVICES ESTIMATED LABOR</b>			
<b>Classification</b>	<b>Estimated Workhours</b>	<b>Billing Rate</b>	<b>Costs</b>
Project Manager	42	\$ 170.00	\$ 7,140
QA/QC Manager	0	\$ 195.00	\$ -
Sr. Project Engineer	7	\$ 185.00	\$ 1,295
Project Engineer	24	\$ 155.00	\$ 3,720
Engineer/Designer	42	\$ 125.00	\$ 5,250
Environmental Manager	0	\$ 195.00	\$ -
Sr. Structural Engineer	4	\$ 155.00	\$ 620
Utility Coordinator	13	\$ 125.00	\$ 1,625
Technician/Drafter	18	\$ 88.00	\$ 1,584
Secretary/Clerical	18	\$ 62.00	\$ 1,116
	<u>168</u>		
<b>Total Estimated Labor</b>			<b>\$ 22,350</b>

<b>ESTIMATED DIRECT EXPENSES</b>				
	<b>Quantity</b>	<b>Copies</b>	<b>Submittals</b>	<b>Price</b>
Project Assessment Reprographics	30	6	2	\$ 0.20 \$ 72
Plan Reprographics (11x17)	36	6	4	\$ 0.30 \$ 259
Postage/Delivery (ADOT/Glendale/Utilities)	1	3	3	\$ 15.00 \$ 135
Mileage (12Mtg & 4 Field)	640	1	1	\$ 0.56 \$ 358
<b>Total Estimated Direct Expenses</b>				<b>\$ 825</b>

<b>ESTIMATED OUTSIDE SERVICES AND CONSULTANTS</b>	
<b>Outside Consultant</b>	
ACS (Hazmat, Cultural, & Natural Environmental Services)	\$ 26,081
Arcadis (ITS Communications / QA)	\$ 5,783
Ninyo & Moore (Geotech)	\$ 16,339
<b>Total Estimated Outside Services</b>	
<b>\$ 48,204</b>	

<b>Total Estimated Labor</b>	<b>\$ 165,260</b>
<b>Total Estimated Direct Expenses</b>	<b>\$ 825</b>
<b>Total Estimated Outside Services</b>	<b>\$ 48,204</b>
<b>TOTAL LUMP SUM ESTIMATE</b>	
<b>\$ 214,288</b>	

  
 \_\_\_\_\_  
 Signature

December 19, 2014  
 \_\_\_\_\_  
 Date

**EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN**  
 Maryland Avenue: 95th to 89th Avenue Lane Control Signal Project  
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2

TASK 1.0: PROJECT MANAGEMENT AND ADMINISTRATION												
SCALE	NO. SHTS.	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Envr. Manager	Sr. Struc. Eng.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
NA	NA	NA	54	36	0	0	0	0	0	0	0	18
TASK 2.0: PROJECT MEETINGS												
SCALE	NO. SHTS.	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Envr. Manager	Sr. Struc. Eng.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
NA	NA	NA	9	4	0	0	0	0	2	0	0	1
NA	NA	NA	7	4	0	0	0	0	0	0	0	1
NA	NA	NA	7	4	0	0	0	0	0	0	0	1
NA	NA	NA	7	4	0	0	0	0	0	0	0	1
NA	NA	NA	9	3	0	0	0	0	0	0	0	1
TASK 3.0: RIGHT OF WAY INVESTIGATION AND CLEARANCE												
SCALE	NO. SHTS.	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Envr. Manager	Sr. Struc. Eng.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
NA	NA	NA	17	2	1	0	0	0	0	0	10	0
NA	NA	NA	14	4	0	0	0	0	0	0	0	0
TASK 4.0: UTILITY COORDINATION AND CLEARANCE												
SCALE	NO. SHTS.	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Envr. Manager	Sr. Struc. Eng.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
NA	NA	NA	28	2	0	0	0	0	0	8	16	0
NA	NA	NA	21	6	0	0	0	0	0	9	0	0
NA	NA	NA	50	5	0	0	5	0	0	5	16	4
NA	NA	NA	23	4	1	0	0	0	0	8	0	2
TASK 5: ENVIRONMENTAL CLEARANCE												
SCALE	NO. SHTS.	HR/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Envr. Manager	Sr. Struc. Eng.	Utility Coor.	Tech./ Drafter	Sec./ Clerical
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	4	0	0	0	0	0	0	4	0	0
NA	NA	NA	6	0	0	0	4	0	0	0	2	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	0	0	0	0	0	0	0	0	0	0
NA	NA	NA	12	5	2	0	0	0	0	0	0	0
NA	NA	NA	2	2	0	0	0	0	0	0	0	0
TOTAL												
			24	8	2	0	4	4	0	4	2	0

**EXHIBIT D - FEE ESTIMATE AND MAN HOUR BREAKDOWN**  
 Maryland Avenue: 96th to 98th Avenue Lane Control Signal Project  
 Prepared by Stanley Consultants on 12/19/2014 - Revision 2

TASK/NO.	ITS DESIGN, PROJECT ASSESSMENT AND PS&E	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Engr./ Designer	Envr. Manager	Sr. Struc. Eng.	Utility Coord.	Tech./ Drafter	Sec./ Clerical
	Data Collection	NA	NA	NA	23	4	0	0	2	8	0	0	0	4	0
	Base Design File Preparation	NA	NA	NA	20	4	0	0	2	8	0	0	0	4	0
	Project Assessment (Initial and Final PA)	NA	NA	NA	100	20	0	0	0	4	0	0	2	16	0
	Stage I & II Plans - ITS Infrastructure Layout Sheets	NA	4	18	70	8	2	8	4	32	4	4	4	12	8
	Stage III, IV, V Plans - Cover Sheet	NA	1	11	11	1	0	0	3	24	0	0	0	24	0
	Stage III, IV, V Plans - ADOT Standard Sheets	NA	5	1	7	1	0	0	0	4	0	0	0	6	0
	Stage III, IV, V Plans - ITS Infrastructure Sheets (From Stage I and II)	40	NA	NA	22	4	2	0	0	2	0	0	0	4	0
	Stage III, IV, V Plans - ITS Infrastructure Detail Sheets	NA	8	1	90	12	2	0	12	32	0	0	0	32	0
	Stage III, IV, V Plans - Structural Design & Construction Notes Sheet	NA	1	28	28	2	1	3	0	0	0	10	0	12	0
	Stage III, IV, V Plans - Structural Plan Elevation & Tabulations Sheet	20	1	30	30	2	1	3	0	0	0	12	0	12	0
	Stage III, IV, V Plans - Structural Steel & Connections Detail Sheet	1/4" = 1'	1	30	30	2	1	3	0	0	0	12	0	12	0
	Stage III, IV, V Plans - Base Anchor & Foundation Detail Sheets	1/4" = 1'	1	33	33	2	1	5	0	0	0	12	0	12	0
	Stage III, IV, V Plans - DMS & LCS Mounting Detail Sheet	NA	1	32	32	2	1	5	0	0	0	12	0	12	0
	Stage III, IV, V Plans - Communication System Architecture Sheet	NA	1	16	16	1	1	1	0	6	0	0	0	6	0
	Stage III, IV, V Plans - Communication System Diagram Sheet	NA	1	16	16	1	1	1	0	6	0	0	0	6	0
	Stage III, IV, V Plans - Solenoid and Field Switch Detail Sheets	NA	2	21	42	2	2	0	4	18	0	0	0	18	0
	Stage III, IV, V Plans - Lane Control Signal Operational Sequence Sheet	NA	2	17	34	2	2	0	4	18	0	0	0	18	0
	Stage III, IV, V Plans - Traffic Control General Notes & Quantities Sheet	NA	1	19	19	2	1	2	0	6	0	0	0	6	0
	Stage III, IV, V Plans - Traffic Control Activities & MOT Matrix Sheet	NA	1	27	27	2	1	4	0	12	0	0	0	12	0
	Stage III, IV, V Plans - Project Advance Signing Sheet	NA	1	29	29	2	1	4	0	12	0	0	0	12	0
	Structural Analysis	NA	NA	NA	46	2	0	12	0	6	0	32	0	0	0
	Specifications (Stage III, IV, & V)	NA	NA	NA	22	4	2	2	0	6	0	2	0	0	0
	Cost Estimates (IPA, FPA/Stage II, & Stages III, IV, & V)	NA	NA	NA	22	4	2	0	4	8	0	2	0	0	4
			33	24	794	87	29	60	46	210	4	98	8	238	14
<b>PA AND DESIGN SUBTOTAL</b>					<b>1071</b>	<b>177</b>	<b>33</b>	<b>60</b>	<b>55</b>	<b>263</b>	<b>8</b>	<b>103</b>	<b>42</b>	<b>282</b>	<b>48</b>

TASK/NO.	POST DESIGN SERVICES	SCALE	NO. SHTS.	HRS/SHT	TOTAL HOURS	Project Manager	QA/QC Manager	Sr. Proj. Eng.	Proj. Eng.	Engr./ Designer	Envr. Manager	Sr. Struc. Eng.	Utility Coord.	Tech./ Drafter	Sec./ Clerical
	Project Setup, Billing, Control (12 months)	NA	NA	NA	18	12	0	0	0	0	0	0	0	0	6
	Meetings (4 meetings)	NA	NA	NA	12	6	0	0	2	4	0	0	0	0	0
	Construction Coordination & RFI's	NA	NA	NA	54	10	0	4	12	16	0	6	4	0	6
	Shop Drawing Review	NA	NA	NA	34	4	0	2	4	8	0	6	0	0	4
	As Built Plan Preparation	NA	NA	NA	29	4	0	0	2	8	0	1	0	16	0
	Project Close Out	NA	NA	NA	21	4	0	1	4	8	0	0	0	2	2
					168	42	0	7	24	42	0	13	4	18	18
<b>POST DESIGN SERVICES SUBTOTAL</b>					<b>168</b>	<b>42</b>	<b>0</b>	<b>7</b>	<b>24</b>	<b>42</b>	<b>0</b>	<b>13</b>	<b>4</b>	<b>18</b>	<b>18</b>
<b>PROJECT TOTAL</b>					<b>1239</b>	<b>219</b>	<b>33</b>	<b>67</b>	<b>79</b>	<b>305</b>	<b>8</b>	<b>116</b>	<b>46</b>	<b>300</b>	<b>66</b>

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The consultant will be paid on a time and materials basis according to the attached work hour estimate.

**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 \$214,288.

**DETAILED PROJECT COMPENSATION**

See attached spreadsheet for cost estimate.



**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

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**File #:** 15-258, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH LEE ENGINEERING, LLC FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS AT KEY INTERSECTIONS THROUGHOUT GLENDALE**

Staff Contact: Jack Friedline, Director, Public Works

**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 Lee Engineering, LLC for the design of intelligent transportation systems (ITS) infrastructure at key intersections throughout Glendale in an amount not to exceed \$141,827.

**Background**

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 100 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 115 closed-circuit television (CCTV) cameras and 14 DMS. Future infrastructure expansion on 67th Avenue is under construction, with expected completion in 2015.

This project will expand the communications infrastructure at key intersections allowing for 24 count stations and 56 travel time data collectors to be added to the system.

**Analysis**

The city's ITS Strategic Plan includes these enhancements, which will close a gap in the traffic management system. Once completed, count data will be connected to expand the city's remote management capabilities of the central signal system. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal funds for construction have been secured for Federal Fiscal Year 2016.

The city conducted a Request for Proposals on March 19, 2014. Three companies responded with proposals which were evaluated by a committee of transportation professionals from the cities of Glendale and Mesa. Lee Engineering, LLC was selected as the most responsive and responsible proposer.

**Previous Related Council Action**

On October 14, 2014, City Council approved an intergovernmental agreement with the Arizona Department of Transportation to accept federal funding for design.

**Community Benefit/Public Involvement**

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure at key locations along several of Glendale's corridors.

**Budget and Financial Impacts**

The total design cost of the project is \$141,827. Funding is available in the Fiscal Year 2014-15 capital improvement plan.

<b>Cost</b>	<b>Fund-Department-Account</b>
\$141,827	2210-65005-551200, Smart Traffic Signals

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

## PROFESSIONAL SERVICES AGREEMENT

### Travel Time Data Collectors and Count Stations

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Lee Engineering, a Limited Liability Company, authorized to do business in the State of Arizona, ("Consultant") as of the \_\_\_\_ day of \_\_\_\_\_, 2015 ("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 \$141,827 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. 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:  
  
Dave Bruggeman  
3610 North 44<sup>th</sup> Street, Suite 100  
Phoenix, Arizona 85018

- 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 Trevor Ebersole  
6210 W. Mrytle Ave., Suite 112  
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 two year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional two 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 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

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:  
Its:

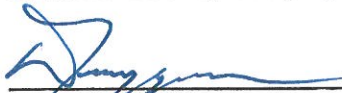
ATTEST:

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

APPROVED AS TO FORM:

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

LEE ENGINEERING  
a Limited Liability Company



\_\_\_\_\_  
By: Dave Bruggeman, PE, PTOE  
Its: Principal

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

PROJECT

(Cover Page)

## Exhibit A

To provide project scoping and final engineering design services for ITS improvements related to the deployment of traffic counters and data collection stations in the City Glendale.



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

SCOPE OF WORK

(Cover Page)

**City of Glendale  
Glendale Data Collection  
ADOT TRACS No. SZ143 01C/01D  
Federal Aid Project No. GLN-0(249)T**

**SCOPE OF WORK**

***Project Description:***

This project is located in Maricopa County in the City of Glendale, Arizona. The project consists of the installation of 24 count stations and at least 56 travel time data collectors at key intersections and locations throughout the City of Glendale. The placement of the travel time data devices will all be within close proximity, on or inside of the existing traffic signal controller cabinets at the intersections listed below. This will enable these devices to be powered from the traffic signal cabinets and integrated with Glendale's existing traffic signal interconnect network communications system.

The project will include a software, database and GUI to manage, query, and present the data on the City's central server which will include automated dissemination of real-time travel time and/or speed to the City's dynamic message signs using the city's central signal system software (KITS) or Camera Chameleon software. The project will include production of real-time and historical travel time and speed mapping for incident and congestion identification. A dashboard indicating real-time corridor travel time and average daily traffic will be fed from the count stations and travel time data collectors.

The objective of the project is the deployment of traffic counters and travel time data collection stations to provide up to date status of the transportation system so that staff can respond with appropriate management strategies and resources can be allocated efficiently to address areas of concern or changing traffic patterns. Travel time information will also be shared with the public to allow them to make informed decisions.

The proposed count stations and travel time readers locations are as follows:

***Count Stations:***

47th Avenue and Peoria Avenue	67th Avenue and Paradise Lane
51st Avenue and Butler Drive	67th Avenue and Mountain Ridge High School
55th Avenue and Glendale Avenue	71st Avenue and Camelback Road
55th Avenue and Thunderbird Road	71st Avenue and Glendale Avenue
55th Avenue and Bell Road	75th Avenue and St John Road
59th Avenue and Maryland Avenue	77th Avenue and Bell Road
59th Avenue and Vogel Avenue	79th Avenue and Bethany Home Road
59th Avenue and Acoma Road	83rd Avenue and Missouri Avenue
59th Avenue and Utopia Road	91st Avenue and Maryland Avenue
63rd Avenue and Olive Avenue	95th Avenue and Glendale Avenue
63rd Avenue and Union Hills Drive	99th Avenue and Missouri Avenue
67th Avenue and Frier Drive	115th Avenue and Glendale Avenue

*Travel Time Readers:*

51st Avenue and Camelback Road	75th Avenue and Camelback Road
51st Avenue and Bethany Home Road	75th Avenue and Bethany Home Road
51st Avenue and Glendale Avenue	75th Avenue and Glendale Avenue
51st Avenue and Northern Avenue	75th Avenue and Bell Road
51st Avenue and Olive Avenue	75th Avenue and Union Hills Drive
53rd Avenue and Bell Road	75th Avenue and Deer Valley Road
59th Avenue and Camelback Road	79th Avenue and Bell Road
59th Avenue and Bethany Home Road	8280 West Union Hills Drive
59th Avenue and Glendale Avenue	83rd Avenue and Camelback Road
59th Avenue and Northern Avenue	83rd Avenue and Bethany Home Road
59th Avenue and Olive Avenue	83rd Avenue and Glendale Avenue
59th Avenue and Bell Road	83rd Avenue and Bell Road
59th Avenue and Union Hills Drive	91st Avenue and Camelback Road
59th Avenue and Behrend Drive	91st Avenue and Bethany Home Road
59th Avenue and Fry's Drive	91st Avenue and Maryland Avenue
59th Avenue and Deer Valley Road	91st Avenue and Glendale Avenue
67th Avenue and Camelback Road	93rd Avenue and Coyotes Boulevard
67th Avenue and Bethany Home Road	95th Avenue and Bethany Home Road
67th Avenue and Glendale Avenue	95th Avenue and Maryland Avenue
67th Avenue and Northern Avenue	95th Avenue and Coyotes Boulevard
67th Avenue and Olive Avenue	95 <sup>th</sup> Avenue and Glendale Avenue
67th Avenue and Bell Road	99th Avenue and Camelback Road
67th Avenue and Union Hills Drive	99th Avenue and Bethany Home Road
67th Avenue and Behrend Drive	99th Avenue and Maryland Avenue
67th Avenue and Arrowhead Loop Road	99th Avenue and Glendale Avenue
67th Avenue and Deer Valley Road	El Mirage Road and Glendale Avenue
67th Avenue and Pinnacle Peak Road	Dysart Road and Glendale Avenue
73rd Avenue and Bell Road	Litchfield Road and Glendale Avenue

Lee Engineering will work closely with the City staff during the scoping and final design phases of this project to meet project deadlines. The City will utilize the services of Lee Engineering for initial design concepts, systems engineering analysis per FHWA requirements, design, specifications, cost estimating and post design services.

**A. *General Project Administration Services:***

1. Coordinating with the project Team during the design of the project.
2. Conducting project meetings as necessary to maintain the project budget and schedule, chairing periodic regular meetings and any additional meetings as required or requested by the City; setting agendas and preparing and distributing meeting minutes. Meetings under basic services may include:
  - a) Meetings with the City's project team.
  - b) Meetings with any city-identified oversight committees.
  - c) Meetings required for obtaining review approvals and permits.
  - d) Meetings with Utility companies.
  - e) Meetings with ADOT (includes kick-off and project meetings) with Local Public Agency (LPA) project management (Rob Knighten), Contracts & Specifications (C&S), and Utilities & Railroads Section (U&RR).

3. Coordinating with private, public and City utilities (i.e., APS, SRP, CenturyLink, Southwest Gas, Cox Communications, City Information Technology Department, Water and Sewer Services Department, etc.) regarding standard technology and utility issues, and incorporating pertinent information in the plans.
4. Submitting and retrieving all required review documents to ADOT LPA and the various required departments within the City.
5. Preparing and maintaining a project schedule after meeting with the designated City project team. Determine appropriate submittal deadlines and to coordinate project submissions. Lee Engineering will be responsible for the master schedule through the design phase.
6. Obtaining all federal, state, county, local and utility approvals required for permitting purposes necessary for the completion of the project. As the project progresses, Lee Engineering will furnish to the City copies of all communications between Lee Engineering and/or its subconsultants and the respective agency or department, and all approvals and permits for the project.
7. Submitting a written monthly progress report and updated project schedule to the City project team during the design period of the project. Submitting monthly billings consistent with the project tasks, the project schedule and the fee proposal.
8. Submitting detailed preliminary construction cost estimates for City, and ADOT review and comment. The detailed preliminary cost estimates will include all costs associated with the construction of the project.

***B. Pre-Design and Design Services:***

1. Prepare pre-design documents. Prepare a Project Assessment (PA) to meet ADOT requirements. The PA will explore the latest technology alternatives and make recommendations for specific technology (non-intrusive count stations, mounted on and power from existing street lights, combination Bluetooth/Wi-Fi travel time data collectors, etc.), communications methods and suggest any adjustments to quantities based on current costs for selected technologies, project estimate and project budget. The final design shall not begin until the pre-design document is substantially complete and approved by the City and ADOT.
2. Prepare design documents. The design documents shall include design plans, specifications and Engineer's Estimate, and complete construction bid documents for the project per the City of Glendale ITS standards and

specifications for a working ITS system, presented in an ADOT plans format. This will require any and all items different from ADOT to be fully detailed and specified using ADOT nomenclature.

3. Prepare Systems Engineering Checklist per ADOT and FHWA requirements, based on a Systems Engineering Workshop, conducted by Lee Engineering with City.
4. Lee Engineering shall have total responsibility for the accuracy and completeness of all documents and related designs prepared for the project and shall check all such material accordingly. The plans, including traffic control plans, will be reviewed by the City for conformity with City procedures, design guidelines and the terms of the contract. The responsibility for accuracy and completeness of the designs remains solely that of Lee Engineering. Lee Engineering shall seal all of the engineering documents with the appropriate professional Arizona seal.
5. No new right-of-way is anticipated for the project, and adjustments in count station locations will be made to avoid the need for any new right-of-way. Lee Engineering's subconsultant, Premier Engineering, shall perform surface feature surveys and field investigations, determine the need for additional right of way and/or easements for installation of count stations and perform right-of-way research and confirmation, as detailed in the attached Scope of Work from Premier Engineering. Lee Engineering shall notify the City of right-of-way constraints at the 60% submittal. Upon review and approval of the consultant's identified right-of-way constraint, City and Lee Engineering shall identify a mutually acceptable mitigation or alternate location of count station.
6. All new facilities proposed for this project shall avoid conflicts with existing utilities to the extent identified from available utility-furnished documentation. No utility relocations are anticipated or planned for this project. No utility SUE or potholing will be performed as part of this design scope. Lee Engineering's subconsultant, AI Field Associates, shall perform utility coordination to avoid and mitigate utility conflicts, as detailed in the attached Scope of Work from AI Field Associates. AI Field Associates shall obtain necessary utility clearances and ensure incorporating pertinent information in the construction documents.
7. Lee Engineering's subconsultant, EcoPlan Associates, shall secure environmental clearances for the project per current expectations and guidelines provided by ADOT's Environmental Planning Group (EPG) Local Public Agency Section, as detailed in the attached Scope of Work from EcoPlan, developed in consultation with ADOT EPG.
8. The consultant shall prepare drawings using computer CADD programs and provide final versions to ADOT in Microstation format and to the City of

Glendale in AutoCAD format. Final bid specifications shall be prepared as dictated by ADOT Contracts & Specifications.

9. Design drawings shall comply with all applicable Federal, state, and local laws and codes in effect at the time the drawings, plans and specifications are approved by ADOT LPA the City of Glendale. Plans will be 22" x 34", utilizing ADOT border.
10. Upon completion of the design drawings, specifications and contract documents, Lee Engineering shall provide PDF sets of all construction documents for review and approval by the appropriate ADOT LPA and City stakeholders and/or other applicable authorities. Upon approval of the final construction documents, Lee Engineering shall deliver to ADOT LPA (or ADOT C&S) the final reproducible drawings on vellum, the final computer drawings in AutoCAD, and the original copy of the final specifications. These documents shall be sealed and signed by the appropriate responsible party.
11. Coordinating the applicable permit process and assist in filing the required documents to secure approval of all governmental authorities having jurisdiction over the design of the project. All original filing and approval fees shall be paid by the City of Glendale. Lee Engineering shall ensure that any plans prepared by the utility companies are incorporated into the final plan set, if applicable. Lee Engineering shall submit to the City of Glendale and/or ADOT URR a copy of all correspondence between Lee Engineering and/or AI Field Associates and utility companies, including utility review submittals, conflict and clearance documentation.
12. The Pre-Design and Design Service Phases will be considered complete when the City of Glendale and ADOT LPA have approved the final submitted plans and specifications, and agrees that the plans are permit-ready. Lee Engineering will provide 3 hard copy (11" x 17") and one PDF version of each stage submittal to the City of Glendale, and 1 hard copy (11" x 17") one PDF version to ADOT LPA of each stage submittal. It is assumed that ADOT will reproduce. Pay the cost of and distribute bid documents to bidders.

**C. Bid Phase Services:**

1. Attend and prepare meeting minutes for the Pre-Bid conference, related meetings, and prepare all necessary Addenda related to documents originated by Lee Engineering or its subconsultants.
2. Respond to questions regarding the plans and specifications. Lee Engineering shall receive, review and make recommendations regarding requests for substitutions, and incorporate these substitution requests into Addenda, as required.

3. If requested by the City, review, evaluate and provide input regarding the bids and bidders' qualifications, and prepare written recommendations.
4. The Bid Phase will be considered complete when ADOT has accepted the project construction bids.

***D. Post Design Services:***

1. Attend the Partnering and Pre-Construction meetings to represent the design perspective and intent, and respond to issues posed by the contractor and Resident Engineer.
2. Provide the review of Shop drawings and render recommendations and comments.
3. Evaluate and provide responses to Requests for Information (RFI's) during construction.
4. Provide Equipment Submittal reviews and render recommendations and comments.
5. Attend weekly construction meetings as requested by the Resident Engineer. It is assumed that Lee Engineering will be required to attend up to 6 weekly construction meetings.
6. Prepare As-Builts plans, based on approved plan redlines provided by the ADOT Resident Engineer to Lee Engineering, in accordance with ADOT Statewide Project Management Services requirements, using PDF plans.
7. The Post Design Services Phase will be considered complete when ADOT Statewide Project Management Services has accepted the As-Built plans. Lee Engineering shall provide PDF version of As-Built plans to the City of Glendale upon approved acceptance by ADOT Statewide Project Management Services.

***Schedule:***

Below is an estimate on the timeline for development of the project. A detailed schedule will be prepared after the kick-off meeting.

Project Kick-Off	January 1, 2015
30% Plans and PA Submittal	Mid February, 2015
Systems Engineering Workshop	Mid March, 2015
60% PS&E Submittal, Env. Clearance	Late November, 2015
95% Submittal, Util & R/W Clearances	Late January, 2016
100% to C&S for Bid	Mid April, 2016

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

SCHEDULE

(Cover Page)



## Exhibit C

Schedule to be determined at project initiation.

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

**COMPENSATION**

**METHOD AND AMOUNT OF COMPENSATION**

The consultant will be paid on a time and materials basis according to the attached work hour estimate.

**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 \$141,827.

**DETAILED PROJECT COMPENSATION**

See attached spreadsheet for cost estimate.

**Glendale Data Collection**  
**ADOT TRACS No. SZ143 01D**  
**Federal Aid Project No. GLN-0(249)T**  
 December 17, 2014

TASK	Jim Lee	Dave Bruggeman	Yung Koprowski	John Prowse	Admin Support	TOTAL
<b>Project Administration:</b>						
General Coordination					4	52
Process ADOT LPA & Stakeholder Migs	32	16			4	28
Coord with Outside Entities	24	6			4	20
Progress Reports, Invoicing, Schedule	10	12			12	36
<b>TASK TOTAL:</b>	<b>78</b>	<b>34</b>			<b>24</b>	<b>136</b>
<b>Pre-Design and Design:</b>						
Prepare/Finalize Project Assessment	18		60	6	18	102
Systems Engineering Workshop/Checklist	6		30	4	8	48
Plans, Specifications, Estimate (6/29/5/100%)	40	4		72	8	124
Right-of-Way Coordination	4					4
Utility Coordination	4					4
Environmental Coordination	4					4
Submittal & Comment Resolution (6/29/5/100)	12			12	8	32
<b>TASK TOTAL:</b>	<b>88</b>		<b>94</b>	<b>94</b>	<b>42</b>	<b>318</b>
<b>Bid Phase:</b>						
Pre-Bid Mfg and Minutes	4		6	4	2	16
Big Assistance, RFIs and A.Judge	6		2	6		14
<b>TASK TOTAL:</b>	<b>10</b>		<b>8</b>	<b>10</b>	<b>2</b>	<b>30</b>
<b>Post Design:</b>						
Partnering & Preconstruction	2			6	2	10
Submittal Reviews	2			6		10
RFI Resolutions	2		2	16		20
Construction Meetings (Qty=6)	2			12		14
As-Builts	2			27		31
<b>TASK TOTAL:</b>	<b>10</b>		<b>2</b>	<b>67</b>	<b>6</b>	<b>85</b>

**TOTAL PROJECT HOUR ESTIMATE:** 186  
**RAW HOURLY RATE:** \$75.00  
**RAW LABOR TOTALS:** \$13,950.00

**LABOR SUBTOTAL:** \$ 30,453.08  
**OVERHEAD @ 153.88%:** \$ 46,827.48  
**SUBTOTAL:** \$ 77,280.56  
**FEE @ 10%:** \$ 7,728.06  
**LABOR TOTAL:** \$ 84,998.61  
**FCCM @ 0.30%:** \$ 91.36

**DIRECT EXPENSES:**

Mileage	171	74	569
EcoPlan Associates	\$52.50	\$25.48	
AI Field Associates	\$9,977.50	\$1,885.52	

**ALLOWANCES:**

Cultural Survey (if needed)	\$	7,782.34
Environmental Database Research (if needed)	\$	3,643.00
Lead Paint Sampling (if needed)	\$	2,395.70
<b>SUBTOTAL ALLOWANCES:</b>	<b>\$</b>	<b>13,821.04</b>

**TOTAL PROJECT COST: \$ 141,827.01**

**Assumptions:**

1. Overhead rate of 159.88% and Facilities Capital Cost of Money 0.30% is from ADOT-approved audit of 2013 financials.
2. ACS is a certified DBE serving as a subcontractor to EcoPlan in base EcoPlan budget at \$3,745.10, contributing to DBE goal.
3. In the event a Cultural Survey is required, after FHWA review, the additional allowance amount identified by EcoPlan is \$7,782.34.
4. Allowances are contingency amounts to be drawn upon ONLY if required and ONLY if approved in advance by the City of Glendale Project Manager.

**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

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**File #:** 15-298, **Version:** 1

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**CONSIDERATION AND ACTION TO RATIFY THE DIRECTION PREVIOUSLY GIVEN TO THE CITY ATTORNEY TO FILE A LAWSUIT AGAINST VIESTE SPE, LLC, AND VIESTE ENERGY, LLC.**

Staff Contact: Michael D. Bailey, City Attorney

**Purpose and Recommended Action**

This is a request for City Council to consider and ratify its previous action to direct the City Attorney to file a lawsuit against Vieste SPE, LCC, and Vieste Energy, LLC.

RESOLUTION NO. 4948 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED GLENDALE CITY COUNCIL “COUNCIL MEETING RULES AND PROCEDURES” TO MOVE THE CITIZEN COMMENTS TO THE BEGINNING OF THE MEETING.

WHEREAS, the Mayor and the City Council adopted the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 4721 New Series on September 10, 2013; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 4767 New Series on January 28, 2014; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council “Council Meeting Rules and Procedures” by Resolution No. 4942 New Series on April 14, 2015; and

WHEREAS, the Council of the City of Glendale wishes to ensure that order and decorum at all meetings of the Council be preserved to allow the orderly conduct of the business of the meetings and to provide all persons in attendance a fair opportunity to provide input to the Council and to City administration.

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

SECTION 1. That Section 3.1 of the document known as the “Council Meeting Rules and Procedures,” is hereby amended as follows:

- Call to Order
- Posting of Colors
- Pledge of Allegiance
- Prayer/Invocation
- CITIZEN COMMENTS
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions

[deletions as ~~striketrough~~; additions as ALL CAPS]

- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- ~~Citizen Comments~~
- Council Comments and Suggestions
- Adjournment

SECTION 2. That Section 5.2 of the document known as the “Council Meeting Rules and Procedures,” is hereby amended as follows:

5.2 Citizen Comments occur at the ~~end~~ BEGINNING of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.

SECTION 3. That the certain documents known as the Glendale City Council “Council Meeting Rules and Procedures,” is hereby amended and made a part hereof as it is fully set forth in this resolution.

SECTION 4. That three (3) copies of said documents are on file in the office of the City Clerk of the City of Glendale, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
r\_meeting rules\_comments.doc

[deletions as ~~striethrough~~; additions as ALL CAPS]



# GLENDALE CITY COUNCIL

## COUNCIL MEETING RULES AND PROCEDURES

**Amended April 28, 2015**

### **SECTION 1: RULES, PURPOSE AND EFFECT**

- 1.1 The Council's meetings must be noticed and conducted in accordance with applicable open meetings statutes and other law.
- 1.2 These rules and procedures are adopted by the Council of the City of Glendale, under the Council's authority provided by the Charter and by law to determine its own rules, order of business, and to regulate the conduct of its meetings. Where not inconsistent with these rules and procedures, the current version of *Robert's Rules of Order* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.
- 1.3 The Mayor, or a majority of the council, may suspend strict observance of these rules and procedures and any applicable provision of *Robert's Rules* for the timely and orderly progression of the meeting.

### **SECTION 2: PRESIDING OFFICER**

- 2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.
- 2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

### **SECTION 3: ORDER OF BUSINESS**

- 3.1 The order of business at regular meetings of the Council ordinarily will be as follows:
  - Call to Order
  - Posting of Colors
  - Pledge of Allegiance
  - Prayer/Invocation
  - CITIZEN COMMENTS

- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- ~~Citizen Comments~~
- Council Comments and Suggestions
- Adjournment

3.2 The Mayor, or a majority of the Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the City Manager, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

3.4 Prayer/Invocation at Council Voting Meetings - In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and the community.

3.5 The following guidelines allow for an invocation, which may include prayer, reflective moment of silence, or short solemnizing message.

1. No member of the Council, employee of the City, or any other person in attendance at the meeting shall be required to participate in any prayer or invocation that is offered.
2. The prayer/invocation shall be voluntarily delivered by any person who has offered.
3. The speaker shall not receive compensation for his or her service.

4. No speaker shall proselytize or otherwise openly seek to promote certain aspects of doctrine or faith; openly advocate or campaign for conversion of individuals or groups; or openly advance any faith, belief, doctrine, or dogma. No prayer/ invocation shall disparage the religious faith or non-religious views of others.
5. It is recommended that the prayer/invocation be no more than two minutes in length.

The above guidelines are not intended, and shall not be implemented or construed in anyway, to affiliate the City Council with, nor express the Council's preference for, any faith or religious denominations. Rather, these guidelines are intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denomination, as well as other faiths represented and practiced among the citizens of the City of Glendale.

- 3.6 Anyone violating of these guidelines is subject to disqualification from offering future prayers/invocations.
- 3.7 As adopted by Council, the City Council Meeting Rules and Guidelines state that the Mayor is the presiding officer of the meetings and as such:

**“SECTION 2 – PRESIDING OFFICER**

2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.

2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

Therefore, the Mayor shall advise the speaker that their time is up in order to keep with the orderly operation of the meeting.

- 3.8 In no event shall a speaker be scheduled to offer a prayer/invocation at consecutive meetings of the Council.
- 3.9 In no event shall a speaker offer the prayer/invocation more than three times in one fiscal year. Similarly, no speaker from the same denomination, faith or sect shall speak more times than three in one fiscal year.
- 3.10 Neither the Council nor staff shall engage in any inquiry, examination, restriction, review of, or involvement in, the content of any prayer to be offered.

3.11 In the event that there is no scheduled speaker to offer the prayer/invocation, the agenda shall include a Moment of Silence.

3.12 The following language shall be included on every agenda:

“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.”

3.13 City officials should not give the impression that they are expressing an official City religion, are speaking on the City’s behalf or that City residents attending the meeting are expected to participate in the prayer/invocation.

3.14 Process:

1. The Mayor’s office will maintain a list of volunteers.
2. Volunteers will be able to sign up via the website, a hard copy request form also available on the website, or submitted in person to a representative of the Mayor’s Office at 5850 West Glendale Avenue.
3. As the requests are received they will be placed in that order. The speakers will be contacted in order of date and then time received and requested to speak at a future meeting of the Council.
4. The Mayor’s office will follow up with letter setting forth the date and time that the speaker should be prepared to offer the invocation/prayer. Additionally, the letter will remind the intended speaker that the prayer/invocation being offered cannot seek to proselytize in favor of one religion or sect or disparage another religion or belief.

3.15 Posting of Colors

1. It is the policy of the Council to allow organizations to post the colors at regular voting meetings of the council.

2. Organizations seeking to post the colors at a meeting shall contact the mayor's office, which shall maintain a list of volunteers and coordinate the scheduling of posting assignments.

#### **SECTION 4: WORKSHOP MEETINGS**

- 4.1 The Council may conduct workshop meetings or study session on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
- 4.2 At workshop meetings the Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- 4.3 Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.
- 4.4 Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

#### **SECTION 5: ADDRESSING THE COUNCIL, REGULAR MEETINGS AND PUBLIC HEARINGS**

- 5.1 Any person wishing to address the Council, on a public hearing item or other agenda item, must fill out a speaker card and turn it in to the City Clerk, indicating the speaker's name, address, and the agenda item on which he or she wishes to speak. Persons wishing to speak under "Citizen Comments" should designate a subject matter on which they will speak. On agenda items that are not scheduled for public hearing, brief public comment may be allowed, time permitting. The time permitted for such public comment by each speaker will be limited as provided for public hearing items. The Mayor may close the

public comment on non-public hearing agenda items, even if not all interested parties have spoken, or end the time for comment by a speaker, to allow the meeting to proceed.

- 5.2 Citizen Comments occur at the ~~end~~ BEGINNING of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.
- 5.3 Public Hearing Item Comments and Non-public Hearing Item Comments occur throughout the meeting. **These are for items that are on the Council meeting agenda** and are limited to five minutes per speaker.
  - a. Speakers may be limited to less than five minutes each in consideration of the number of people wishing to speak, the length of the agenda, the number of public hearing items, and the timely and orderly progression of the meeting. Applicants on public hearing items and their attorneys, representatives, experts and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the Chair, rebuttal comments by the applicant or applicants' representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing, answers to questions by Council, and must be brief. Other than any rebuttal, no person will be allowed to address the Council after the public hearing is closed or after a motion is made on a non-public hearing item, without first securing the permission to do so.
- 5.4 Speakers on any items, whether a public hearing, other item on the agenda, or Citizen Comments, should address their comments to matters pertinent to the agenda item or subject matter at hand and should avoid repetition of the comments of previous speakers on the item. Simply stating agreement with the points raised by the prior speaker(s) will help move the meeting along so that all who wish to speak have the opportunity to do so within a reasonable time. Large groups whose members wish to speak on a matter may designate a spokesperson.
- 5.5 The purpose of public comment is to provide information and the speaker's views for Council consideration. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Manager or City staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period on another agenda item for the speakers to debate the matter under consideration with other speakers, the audience, or members of the Council. All comments should be addressed through the Chair. Questions may be posed to the speakers, any applicant's representatives, and City staff, by the Council, after being recognized by the Chair. Except when answering a direct question from a Councilmember, all remarks will be addressed to the Council as a whole, and not to individual members.

- 5.6 Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. The Mayor shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, City staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the Mayor, will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the Mayor.
- 5.7 Exhibits, letters, petitions and other documentary items presented or shown to the Council on a public hearing item become part of the records of the public hearing. Eleven collated sets of written or graphic materials should be provided by the speaker prior to the commencement of the hearing to allow for distribution to the Mayor and Council, key City staff, and a copy for the City Clerk to include in the public record of the hearing, whenever possible. Reduced copies (8 ½ x 11 or 8 ½ x 14) of large graphic exhibits should be provided as part of the sets of materials for distribution to the Council, staff, and for the record. This requirement may be waived for signed petitions submitted by neighborhoods or other citizen groups, although these groups also are encouraged to provide eleven sets of petitions where possible.



## Legislation Description

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**File #: 15-277, Version: 1**

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### **MOVING CITIZEN COMMENT OPPORTUNITY TO THE BEGINNING OF THE CITY COUNCIL VOTING MEETING**

Staff Contact: Pamela Hanna, City Clerk

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

This is a request for City Council to waive reading beyond the title and adopt a resolution amending the Council Meeting Rules and Procedures to move the Citizen Comment opportunity to the beginning of the regular City Council voting meetings.

#### **Background**

At the April 7, 2015 City Council workshop, Council discussed the placement of Citizen Comments and came to a consensus direction to move the comments to the beginning of the meeting.

#### **Analysis**

Council Meeting Rules and Procedures, Section 3 - Order of Business, provides for the order of business at regular voting meetings of the Council. The current Order of Business is as follows:

- Call to Order
- Posting of Colors
- Pledge of Allegiance
- Prayer/Invocation
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- Citizen Comments



- Council Comments and Suggestions
- Adjournment

This amendment will move Citizen Comments to just after Prayer/Invocation. Additionally, Section 5.2 will be amended as follows:

5.2 Citizen Comments occur at the ~~end~~ BEGINNING of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.

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

At the April 14, 2015 City Council meeting, the Council Meeting Rules and Procedures were updated by Resolution 4942 New Series, adding Section 3.15 Posting of Colors at Council Voting Meetings.

At the January 28, 2014 City Council meeting, the Council Meeting Rules and Procedures were updated by Resolution 4767 New Series to reflect the change in the amount of time Citizen Comment speakers had to speak from five minutes to three.

At the September 10, 2013 City Council voting meeting, the Council Meeting Rules and Procedures were updated, adding Section 3.4, Prayer/Invocation at Council Voting Meetings, with Resolution 4721 New Series.

The Council Meeting Rules and Procedures were originally adopted by City Council by Resolution 3136 New Series on July 8, 1997.

RESOLUTION NO. 4948 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE AMENDED GLENDALE CITY COUNCIL "COUNCIL MEETING RULES AND PROCEDURES" TO MOVE THE CITIZEN COMMENTS TO THE BEGINNING OF THE MEETING.

WHEREAS, the Mayor and the City Council adopted the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 3136 New Series on July 8, 1997; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4721 New Series on September 10, 2013; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4767 New Series on January 28, 2014; and

WHEREAS, the Mayor and City Council adopted an amendment to the Glendale City Council "Council Meeting Rules and Procedures" by Resolution No. 4942 New Series on April 14, 2015; and

WHEREAS, the Council of the City of Glendale wishes to ensure that order and decorum at all meetings of the Council be preserved to allow the orderly conduct of the business of the meetings and to provide all persons in attendance a fair opportunity to provide input to the Council and to City administration.

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

SECTION 1. That Section 3.1 of the document known as the "Council Meeting Rules and Procedures," is hereby amended as follows:

- Call to Order
- Posting of Colors
- Pledge of Allegiance
- Prayer/Invocation
- CITIZEN COMMENTS
- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions

[deletions as ~~striketrough~~; additions as ALL CAPS]

- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- ~~Citizen Comments~~
- Council Comments and Suggestions
- Adjournment

SECTION 2. That Section 5.2 of the document known as the “Council Meeting Rules and Procedures,” is hereby amended as follows:

5.2 Citizen Comments occur at the ~~end~~ BEGINNING of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.

SECTION 3. That the certain documents known as the Glendale City Council “Council Meeting Rules and Procedures,” is hereby amended and made a part hereof as it is fully set forth in this resolution.

SECTION 4. That three (3) copies of said documents are on file in the office of the City Clerk of the City of Glendale, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
r\_meeting rules\_comments.doc

[deletions as ~~striethrough~~; additions as ALL CAPS]

RESOLUTION NO. 4949 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, FOR THE AIRPORT LAYOUT PLAN UPDATE PROJECT AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to do all things necessary in order to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds from the State associated with the grant; and

WHEREAS, the City of Glendale on behalf of the Glendale Municipal Airport wishes to enter into a grant agreement (Airport Development Reimbursable Grant Number 5S3F) with the Arizona Department of Transportation, Multimodal Planning Division, for the purpose of aiding in financing the Airport Layout Plan (“ALP”) Update (the “Project”) for the improvement of the Glendale Municipal Airport.

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

SECTION 1. That the City Council of the City of Glendale hereby authorizes the entering into a grant agreement (Airport Development Reimbursable Grant Number 5S3F) with the Arizona Department of Transportation, Multimodal Planning Division, and the acceptance of reimbursement in an amount not to exceed \$112,500.

SECTION 2. That the City of Glendale’s funding participation obligation for said Grant Number 5S3F is a minimum of 10% as determined by the Arizona Department of Transportation, and that the City of Glendale has an amount of \$12,500 in the Airport CIP Funds to cover its obligations of the Grant.

SECTION 3. That the City designates the Airport Administrator, Walter L. Fix, to receive payments representing the State’s share of the grant funds.

SECTION 2. The City Manager or designee is hereby authorized and directed to execute any and all necessary documents for the submittal and reimbursement of said grant on behalf of the Glendale Municipal Airport.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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City Attorney

REVIEWED BY:

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Acting City Manager

r\_airport\_adot grant.doc

# GLENDALE CITY COUNCIL

## COUNCIL MEETING RULES AND PROCEDURES

**Amended April 28, 2015**

### **SECTION 1: RULES, PURPOSE AND EFFECT**

- 1.1 The Council's meetings must be noticed and conducted in accordance with applicable open meetings statutes and other law.
- 1.2 These rules and procedures are adopted by the Council of the City of Glendale, under the Council's authority provided by the Charter and by law to determine its own rules, order of business, and to regulate the conduct of its meetings. Where not inconsistent with these rules and procedures, the current version of *Robert's Rules of Order* will be used as a supplementary guideline and general parliamentary procedure will be observed in the conduct of the Council's meetings.
- 1.3 The Mayor, or a majority of the council, may suspend strict observance of these rules and procedures and any applicable provision of *Robert's Rules* for the timely and orderly progression of the meeting.

### **SECTION 2: PRESIDING OFFICER**

- 2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.
- 2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

### **SECTION 3: ORDER OF BUSINESS**

- 3.1 The order of business at regular meetings of the Council ordinarily will be as follows:
  - Call to Order
  - Posting of Colors
  - Pledge of Allegiance
  - Prayer/Invocation
  - CITIZEN COMMENTS

- Approval of Minutes
- Boards and Commissions
- Proclamations and Awards
- Consent Agenda
- Consent Resolutions
- Public Hearing - Land Development Actions
- Land Development Actions
- Bids and Contracts
- Public Hearing- Ordinances
- Ordinances
- Public Hearing- Resolutions
- Resolutions
- New Business
- Request for Future Workshop and Executive Session
- ~~Citizen Comments~~
- Council Comments and Suggestions
- Adjournment

3.2 The Mayor, or a majority of the Council, may decide to consider items out of sequence from the printed agenda for the meeting. The Council cannot act on any items not listed on the agenda unless an emergency exists.

3.3 The consent agenda matters are of a routine nature or matters which previously have been studied by the Council at a work session and may be adopted by one motion. Other than introduction of the items by the City Manager, there will be no discussion of separate items, unless members of the Council request that a specific item be discussed and considered separately.

3.4 Prayer/Invocation at Council Voting Meetings - In order to solemnize proceedings of the City Council, it is the policy of the City Council to allow for an invocation or prayer to be offered at its meetings for the benefit of the City Council and the community.

3.5 The following guidelines allow for an invocation, which may include prayer, reflective moment of silence, or short solemnizing message.

1. No member of the Council, employee of the City, or any other person in attendance at the meeting shall be required to participate in any prayer or invocation that is offered.
2. The prayer/invocation shall be voluntarily delivered by any person who has offered.
3. The speaker shall not receive compensation for his or her service.

4. No speaker shall proselytize or otherwise openly seek to promote certain aspects of doctrine or faith; openly advocate or campaign for conversion of individuals or groups; or openly advance any faith, belief, doctrine, or dogma. No prayer/ invocation shall disparage the religious faith or non-religious views of others.
5. It is recommended that the prayer/invocation be no more than two minutes in length.

The above guidelines are not intended, and shall not be implemented or construed in anyway, to affiliate the City Council with, nor express the Council's preference for, any faith or religious denominations. Rather, these guidelines are intended to acknowledge and express the City Council's respect for the diversity of both organized and unorganized religious denomination, as well as other faiths represented and practiced among the citizens of the City of Glendale.

- 3.6 Anyone violating of these guidelines is subject to disqualification from offering future prayers/invocations.
- 3.7 As adopted by Council, the City Council Meeting Rules and Guidelines state that the Mayor is the presiding officer of the meetings and as such:

**“SECTION 2 – PRESIDING OFFICER**

2.1 As provided by the City Charter, the Mayor, or in the Mayor's absence, the Vice-Mayor, is the presiding officer of the Council and will preside at all Council meetings.

2.2 The presiding officer will preserve order and decorum at all meetings of the Council to allow the orderly conduct of the business of the meeting and to provide persons in attendance with an interest in all agenda items to have an opportunity to have their item of interest duly considered by the Council, including a fair opportunity for interested persons to speak on public hearing items. Any decision by the Mayor on procedural matters in final, subject only to appeal to the whole Council as provided in *Robert's Rules*.

Therefore, the Mayor shall advise the speaker that their time is up in order to keep with the orderly operation of the meeting.

- 3.8 In no event shall a speaker be scheduled to offer a prayer/invocation at consecutive meetings of the Council.
- 3.9 In no event shall a speaker offer the prayer/invocation more than three times in one fiscal year. Similarly, no speaker from the same denomination, faith or sect shall speak more times than three in one fiscal year.
- 3.10 Neither the Council nor staff shall engage in any inquiry, examination, restriction, review of, or involvement in, the content of any prayer to be offered.



3.11 In the event that there is no scheduled speaker to offer the prayer/invocation, the agenda shall include a Moment of Silence.

3.12 The following language shall be included on every agenda:

“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.”

3.13 City officials should not give the impression that they are expressing an official City religion, are speaking on the City’s behalf or that City residents attending the meeting are expected to participate in the prayer/invocation.

3.14 Process:

1. The Mayor’s office will maintain a list of volunteers.
2. Volunteers will be able to sign up via the website, a hard copy request form also available on the website, or submitted in person to a representative of the Mayor’s Office at 5850 West Glendale Avenue.
3. As the requests are received they will be placed in that order. The speakers will be contacted in order of date and then time received and requested to speak at a future meeting of the Council.
4. The Mayor’s office will follow up with letter setting forth the date and time that the speaker should be prepared to offer the invocation/prayer. Additionally, the letter will remind the intended speaker that the prayer/invocation being offered cannot seek to proselytize in favor of one religion or sect or disparage another religion or belief.

3.15 Posting of Colors

1. It is the policy of the Council to allow organizations to post the colors at regular voting meetings of the council.

2. Organizations seeking to post the colors at a meeting shall contact the mayor's office, which shall maintain a list of volunteers and coordinate the scheduling of posting assignments.

#### **SECTION 4: WORKSHOP MEETINGS**

- 4.1 The Council may conduct workshop meetings or study session on matters which are expected to come before the Council for formal action at a regular meeting or otherwise need study by the Council. Items to be considered will be placed on an agenda as required by the open meetings statutes.
- 4.2 At workshop meetings the Council will receive information and presentation of issues from the City Manager and City staff. Council may ask questions and may request that certain information be provided or issues be addressed when items are considered further at another workshop meeting or a regular meeting of Council. Council may direct that matters under consideration be brought forward for formal action at a regular meeting, that further study be conducted if appropriate, that matters under consideration not be pursued further (except for matters requiring a public hearing), or that modifications be made before a matter is considered further.
- 4.3 Final action on items is not taken at workshop or study sessions. No formal vote of the Council in favor or against any agenda item may be taken at a workshop or study session.
- 4.4 Workshops are not public hearings. On public hearing items, public testimony will be taken before Council action on the item at a regular meeting. No member of the public or interested party has the right to make a presentation or address the Council on an item under consideration in a workshop or study session. Questions may be directed by the Council to a member of the public or another interested party or, in appropriate circumstances, a brief presentation may be permitted by a member of the public or another interested party on an agenda item or a particular question related to an agenda item. The Mayor may limit or end the time for such response to questions or presentation.

#### **SECTION 5: ADDRESSING THE COUNCIL, REGULAR MEETINGS AND PUBLIC HEARINGS**

- 5.1 Any person wishing to address the Council, on a public hearing item or other agenda item, must fill out a speaker card and turn it in to the City Clerk, indicating the speaker's name, address, and the agenda item on which he or she wishes to speak. Persons wishing to speak under "Citizen Comments" should designate a subject matter on which they will speak. On agenda items that are not scheduled for public hearing, brief public comment may be allowed, time permitting. The time permitted for such public comment by each speaker will be limited as provided for public hearing items. The Mayor may close the

public comment on non-public hearing agenda items, even if not all interested parties have spoken, or end the time for comment by a speaker, to allow the meeting to proceed.

- 5.2 Citizen Comments occur at the ~~end~~ BEGINNING of the Council meeting. **These are speakers discussing items that are not on the Council Agenda.** These will be limited to three minutes per speaker.
- 5.3 Public Hearing Item Comments and Non-public Hearing Item Comments occur throughout the meeting. **These are for items that are on the Council meeting agenda** and are limited to five minutes per speaker.
  - a. Speakers may be limited to less than five minutes each in consideration of the number of people wishing to speak, the length of the agenda, the number of public hearing items, and the timely and orderly progression of the meeting. Applicants on public hearing items and their attorneys, representatives, experts and supporting witnesses are not necessarily limited to a total of five minutes, but must be concise and coordinate their presentations to avoid repetition and unnecessary length. At the discretion of the Chair, rebuttal comments by the applicant or applicants' representative may be allowed. If allowed, rebuttal comments will address matters and questions raised in the public hearing, answers to questions by Council, and must be brief. Other than any rebuttal, no person will be allowed to address the Council after the public hearing is closed or after a motion is made on a non-public hearing item, without first securing the permission to do so.
- 5.4 Speakers on any items, whether a public hearing, other item on the agenda, or Citizen Comments, should address their comments to matters pertinent to the agenda item or subject matter at hand and should avoid repetition of the comments of previous speakers on the item. Simply stating agreement with the points raised by the prior speaker(s) will help move the meeting along so that all who wish to speak have the opportunity to do so within a reasonable time. Large groups whose members wish to speak on a matter may designate a spokesperson.
- 5.5 The purpose of public comment is to provide information and the speaker's views for Council consideration. Any questions raised by the speaker will not be answered by Council during the public hearing, but will be referred for follow-up by the City Manager or City staff after the conclusion of the public hearing. It is not appropriate in the public hearing or public comment period on another agenda item for the speakers to debate the matter under consideration with other speakers, the audience, or members of the Council. All comments should be addressed through the Chair. Questions may be posed to the speakers, any applicant's representatives, and City staff, by the Council, after being recognized by the Chair. Except when answering a direct question from a Councilmember, all remarks will be addressed to the Council as a whole, and not to individual members.

- 5.6 Proper decorum must be observed by members of the Council, by speakers in providing testimony and remarks, and by the audience. The Mayor shall keep control of the meeting and require the speakers and audience to refrain from abusive or profane remarks, disruptive outbursts, applause, protests, or other conduct which disrupts or interferes with the orderly conduct of the business of the meeting. Personal attacks on Councilmembers, City staff, or members of the public are not allowed. It is inappropriate to utilize the public hearing or other agenda item for purposes of making political speeches, including threats of political action. Engaging in such conduct, and failing to cease such conduct upon request of the Mayor, will be grounds for ending a speaker's time at the podium or for removal of any disruptive person from the meeting room, at the direction of the Mayor.
- 5.7 Exhibits, letters, petitions and other documentary items presented or shown to the Council on a public hearing item become part of the records of the public hearing. Eleven collated sets of written or graphic materials should be provided by the speaker prior to the commencement of the hearing to allow for distribution to the Mayor and Council, key City staff, and a copy for the City Clerk to include in the public record of the hearing, whenever possible. Reduced copies (8 ½ x 11 or 8 ½ x 14) of large graphic exhibits should be provided as part of the sets of materials for distribution to the Council, staff, and for the record. This requirement may be waived for signed petitions submitted by neighborhoods or other citizen groups, although these groups also are encouraged to provide eleven sets of petitions where possible.

**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, 201\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and The City of Glendale, a political subdivision of the State of Arizona, (the “Sponsor”) for a grant of State funds for the purpose of aiding in financing a Project of *ALP Update with Narrative* (the “Project”), for the improvement of the Glendale Municipal Airport (the “Airport”).

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on January 9, 2015 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor’s Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: January 29, 2015. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change

## **Grant Number 5S3F**

City of Glendale  
Glendale Municipal

to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

### **Obligations**

- 1) The minimum funding participation from the Sponsor shall be Ten Percent (10%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be One Hundred Twelve Thousand Five Hundred Dollars and No Cents (\$112,500.00).
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or February 1, 2019 whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

### **Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after August 1, 2014 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure twelve thousand five hundred Dollars (\$ 12,500), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

City of Glendale, AZ CIP funds  
(enter local funding type and location)

- 3) The Sponsor hereby designates Walter L. Fix, Airport Administrator  
Name Title  
to receive payments representing the State's share of project costs.

\_\_\_\_\_  
Signature of Sponsor's Representative

\_\_\_\_\_  
Airport Administrator  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Vendor No: 866000271 01  
 Sponsor: City of Glendale Finance Department  
 5850 W. Glendale Ave.  
 Glendale, A85301

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

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

Title: Dallas Hammit, Dep. Director

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

SPONSOR:

City of Glendale  
Glendale Municipal Airport

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

Title: Acting City Manager

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

WITNESSED BY:

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

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

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

WITNESSED BY:

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

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

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



**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an “exclusive right” if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

### **Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

**Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.



**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Planning**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Planning" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of planning consulting services).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

**Planning Documents**

- 1) The Sponsor shall include in all published material in connection with the planning Project a notice that the material was prepared under a grant provided by the State. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make planning material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. That approval of this Project grant or approval of the planning material developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall appoint a Planning Advisory Committee (PAC) for this Project, which will have the opportunity to furnish information, and review the plan as it is developed. Members of the PAC shall be as deemed appropriate to address the special issues of the Project, except that at least one member shall be a non-aviation citizen of the area, and one shall be a representative of the ADOT Aeronautics Group. An invitation will be given to the affected military installations and the Arizona State Land Department (as appropriate) to participate on the Planning Advisory Committee. The Sponsor shall hold a minimum of three meetings throughout the Project, including a minimum of two meetings between the Sponsor, the consultant, and the PAC. A minimum of one public meeting shall be held during the Project. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the planning document.
- 4) If the planning performed under this Agreement covers an existing or future airport not located on properties owned or leased by the Sponsor, the Sponsor agrees to obtain full control of the property for a period of not less than twenty (20) years. All changes to airport ownership or to any airport lease shall be approved by the State.
- 5) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State, of final plans, planning documents, and/or other published materials produced as a result of this planning Project.

**Project Schedules for Planning**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One  
Project Description and Funding Allocation**

**Detailed Project Description:** ALP Update with Narrative

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<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Planning Costs	\$ 124,000	\$ 12,500	\$ 0	\$ 112,500
Sponsor Administration**	\$ 1,000	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total Project Costs</b>	\$ 125,000	\$ 12,500	\$	\$ 112,500

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the planning consulting service costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**Schedule Two  
Planning Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$ 112,500**

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$ 20,000
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
2016	\$ 10,000	\$ 10,000	\$ 12,500	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date approved by the State Transportation Board. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three  
Planning Project Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Planning Phase is subject to the type and complexity of the Project, however, most planning projects can be accomplished within seven hundred thirty (730) days.
- 3) State review periods should be fifteen (15) days.

Milestones	Duration # of Days	Start Date	Completion Date
		Proposed	Proposed
<b>Consultant Selection Phase</b>	95	<b>mm/dd/year</b>	<b>mm/dd/year</b>
Submit Scope for State Review/Approval*		02/19/2015	03/13/2015
Submit Contract for State Review/Approval		03/20/2015	04/03/2015
Award Consultant Contract		04/13/2015	05/26/2015
<b>Planning Phase</b>	204		
Sponsor Issue Notice to Proceed		06/15/2015	06/15/2015
Submit Aircraft Forecasts to FAA		06/30/2015	09/01/2015
First Planning Advisory Committee Meeting		10/15/2015	10/15/2015
Public Workshop		11/15/2015	11/15/2015
Final Planning Advisory Committee Meeting		12/15/2015	12/15/2015
Submit Final Draft to FAA and State		01/05/2016	01/05/2016
<b>Final Phase</b>	73		
Master Plan Approval of Board/Council		01/13/2016	01/13/2016
Submit Final Report and Draft ALP		01/29/2016	01/29/2016
Submit Approved ALP to State		03/16/2016	03/16/2016
Submit Final Reimbursement Request and Sponsors Closeout Letter		04/01/2016	04/01/2016

\* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6



## Legislation Description

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**File #:** 15-259, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT**

Staff Contact: Jack Friedline, Director, Public Works

**Purpose and Recommended Action**

This is a request for City Council to waive reading beyond title and adopt a resolution authorizing the Acting City Manager to enter into a grant agreement with the Arizona Department of Transportation (ADOT) in the amount of \$112,500 for the Airport Layout Plan (ALP) for the Glendale Municipal Airport.

**Background**

The Glendale Municipal Airport Master Plan provides guidelines for the Airport's overall development, maintenance and operation. The current Glendale Municipal Airport Master Plan was approved by Council in 2009. The ALP is one key element of the Master Plan that is a prerequisite for federal grant funding and requires formal approval by the Federal Aviation Administration (FAA).

A proposed ALP was submitted to the FAA in 2009 during the Master Plan process. The FAA did not approve the ALP at that time, due to a disagreement regarding ultimate runway data. The Airport continues to use the 1998 Master Plan ALP. The FAA and ADOT recently approved the ALP update in the Airport's five-year capital funding program.

**Analysis**

Several revisions to existing and ultimate property boundaries will be depicted on the new ALP drawings. In addition, the Narrative Report component will update the Airport forecasts for take-offs, landings and based aircraft, measurements for federal and state grants. Accepting this grant will ensure accurate information is presented for future grant consideration and the planning and development of Airport property.

**Previous Related Council Action**

On May 12, 2009, City Council approved the Airport Master Plan (Resolution No. 4258).

**Community Benefit/Public Involvement**

The Airport plays a role in meeting the demand for aviation services in the West Valley, and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The ALP update and Narrative Report will create accurate information needed for future grant projects and Airport development. The Airport Administrator provides information on the status of all grants and projects to the Aviation Advisory

Commission during their monthly meetings. On March 18, 2015, the Aviation Advisory Commission voted to approve the ALP grant agreement.

**Budget and Financial Impacts**

The total cost for this project is estimated at \$125,000. This ADOT grant will cover \$112,500. The required 10 percent city match (\$12,500) is available in the FY 2014-15 capital improvement plan.

<b>Cost</b>	<b>Fund-Department-Account</b>
<b>\$12,500</b>	<b>2210-65078-550800, Airport Matching Funds</b>

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

ORDINANCE NO. 2937 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE A LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, L.L.C. FOR CERTAIN PROPERTY AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd.; and

WHEREAS, the City desires to lease to Butler Aviation Investments, L.L.C. certain property at the Airport on which to construct a combination aircraft hangar and office building.

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

SECTION 1. That the City has determined that certain property at the Glendale Municipal Airport shall be leased to Butler Aviation Investments, L.L.C.

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute the Land Lease Agreement, a copy of which is on file with the City Clerk of the City of Glendale, leasing certain property as described in said Agreement, to Butler Aviation Investments, L.L.C.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_airport\_butler.doc



RESOLUTION NO. 4949 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, FOR THE AIRPORT LAYOUT PLAN UPDATE PROJECT AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to do all things necessary in order to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds from the State associated with the grant; and

WHEREAS, the City of Glendale on behalf of the Glendale Municipal Airport wishes to enter into a grant agreement (Airport Development Reimbursable Grant Number 5S3F) with the Arizona Department of Transportation, Multimodal Planning Division, for the purpose of aiding in financing the Airport Layout Plan (“ALP”) Update (the “Project”) for the improvement of the Glendale Municipal Airport.

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

SECTION 1. That the City Council of the City of Glendale hereby authorizes the entering into a grant agreement (Airport Development Reimbursable Grant Number 5S3F) with the Arizona Department of Transportation, Multimodal Planning Division, and the acceptance of reimbursement in an amount not to exceed \$112,500.

SECTION 2. That the City of Glendale’s funding participation obligation for said Grant Number 5S3F is a minimum of 10% as determined by the Arizona Department of Transportation, and that the City of Glendale has an amount of \$12,500 in the Airport CIP Funds to cover its obligations of the Grant.

SECTION 3. That the City designates the Airport Administrator, Walter L. Fix, to receive payments representing the State’s share of the grant funds.

SECTION 2. The City Manager or designee is hereby authorized and directed to execute any and all necessary documents for the submittal and reimbursement of said grant on behalf of the Glendale Municipal Airport.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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City Attorney

REVIEWED BY:

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Acting City Manager

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**WHEN RECORDED, RETURN TO:**

**City of Glendale  
City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301**

**Agreement No. \_\_\_\_\_**

**LAND LEASE AGREEMENT**

This Lease Agreement (“this Lease”) is executed to be effective the \_\_ day of \_\_\_\_\_, 2015, between the city of Glendale, an Arizona municipal corporation (“the city”), and Butler Aviation Investments, L.L.C. (collectively referred to as “Lessee”).

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd. (the “Airport”); and

WHEREAS, Lessee desires to lease certain property at the Airport on which to construct a combination aircraft hangar and office building, such property containing approximately 4,615 square feet and being more particularly described in Exhibit A attached hereto. (Hereafter, said property will be referred to as the “Property”); and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS.

- A. The City hereby leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
1. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including the runways, approach areas, taxiways and navigational aids.
  2. The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.



substituted therefore.) Thereafter, at the end of each three-year period following a rent adjustment, Lessee's rent shall again be increased by the latest CPI for the previous three years. In the event that the CPI decreases for any three-year period, no rent adjustments shall be made to Lessee's rent for the next three-year period, and Lessee's rent shall again be increased by the CPI at the end of succeeding three-year periods at such time as the CPI again increases.

- C. Lessee shall pay one-twelfth of the annual rent due for the then current lease year, in advance, on the first day of each month. At such time as Lessee's rent increases under Section 3(A) due to the issuance of a Certificate of Occupancy, Lessee shall pay the additional rent due for such Lease year on a pro-rata basis.
- D. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

4. UTILITIES.

Lessee shall pay for all utilities used in its operations at the Airport.

5. IMPROVEMENTS.

- A. Lessee shall make no improvements or modifications to the Property without the prior written consent of the City. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City, and upon completion of any improvements or modifications, Lessee shall furnish to the City two complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Lessee shall secure all applicable building permits and approvals from the City. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications, which the City may deem necessary with regard to the safety of the Property and/or compatibility with the general use of the Airport.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee should interfere with any F.A.A. navigational aid, Lessee shall be responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner.
- C. Prior to the commencement of any construction on the Property, Lessee or Lessee's Contractor shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant

to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment such reasonable attorney's fees as may be fixed by the court. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City. Each bond shall be filed with the City Clerk immediately upon execution thereof with a copy to the Airport Manager. In lieu of the bonds provided above, the City will not unreasonably withhold its consent to other forms of financial security.

- D. Lessee shall keep the Property and all improvements thereon free of any mechanic's or material men's liens or liens of any kind or nature for any work done, labor performed or material furnished on or to the Property. If any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Property within thirty days of notice thereof.
- E. Lessee shall begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of a building permit, if necessary, for the construction. Lessee shall diligently pursue construction of the improvements or modifications and shall complete construction in accordance with the schedule for completion to be agreed upon by the City. All improvements and modifications made by Lessee which become fixtures to the Property shall become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from or through Lessee; provided that if Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures at its own expense without materially damaging the Property, Lessee may remove such fixtures at the termination or expiration of this Lease.

6. ACCEPTANCE; MAINTENANCE; REPAIRS.

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the F.A.A. and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the City shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property or to any of the improvements presently located thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore any improvements placed upon the Property by Lessee.
- B. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property. Lessee shall be responsible for all janitorial services on the Property;
  2. Be responsible for the maintenance and repair of all utility services lines placed on the Property and used by Lessee exclusively; and
  3. Repair any damage caused by Lessee, or its agents, employees or invitees, to the Airport caused by any hazardous materials, including oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- C. If Lessee fails to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and repair, replace, rebuild or paint any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof shall be payable to the City by Lessee on demand; provided that if in the opinion of the City, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states in its notice to Lessee, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving of such notice, and Lessee shall pay to the City all costs of such work on

demand. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting there from except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations to be stated otherwise herein.

7. ADDITIONAL OBLIGATIONS OF LESSEE.

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee shall provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- C. Lessee shall take all reasonable measures:
  - 1. Not to produce on the Airport any disturbance that interferes with the operation by the City or the F.A.A. of air navigational, communication or flight equipment on the Airport; and
  - 2. To reduce to a minimum vibrations tending to damage any equipment, structure or building.
- D. Lessee shall control the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- E. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and shall use a system of refuse disposal approved by the City.
- F. Lessee shall not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- G. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire



protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

- H. Lessee shall take measures to ensure security in accordance with generally accepted security procedures.
- I. Lessee shall not do, nor permit to be done, any act or thing upon the Property:
  - 1. Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease; or
  - 2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 for operation of aircraft, and other provisions as applicable to the Property or other contiguous premises at the Airport.
- J. Lessee shall provide prompt written notice to the City of any person or entity performing aircraft maintenance work, flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.
- K. Lessee shall not overload any floor, structure or structural member on the Property, or any paved area on the Airport, and shall repair at Lessee's expense any floor, structure, structural member or any paved area damaged by overloading.
- L. Lessee shall conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Lessee. In addition, all possible care, caution and precaution shall be used to minimize prop or jet blast interference to aircraft operations or to buildings, structures and roadways now located on, or which in the future may be located on, areas adjacent to the Airport.

8. INGRESS AND EGRESS.

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway or taxiway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free

access and passage of others to space adjacent to the Property or to any roadways near the Property.

9. ASSIGNMENT AND SUBLETTING.

- A. Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property without the prior written consent of the City, such consent not to be unreasonably withheld. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least thirty days prior to any transfer of Lessee's interest.
- B. Lessee may mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to lenders for purposes of financing the initial construction of the capital improvements required by this Lease. Any such mortgage, encumbrance or assignment shall be subject to all of Lessee's obligations under this Lease. No person or entity shall have the right to place any mortgages, deeds of trusts, liens or encumbrances of any nature on the Property, nor shall any permitted assignment result in a subordination, in whole or in part, of the City's rights under this Lease.

10. ADVERTISING SIGNS.

Lessee may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation.

11. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Lease by giving Lessee thirty (30) days written notice after the happening of any of the following events:
  - 1. The failure of Lessee to perform any of its obligations under this Lease, provided that Lessee fails to cure its default within said 30-day notice period;
  - 2. The taking of possession for a period of ten (10) days or more of substantially all of the personal property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

3. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged within thirty (30) days of receipt of actual notice by Lessee.
- B. The City may place Lessee in default of this Lease by giving Lessee 30 days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 30-day notice period, Lessee shall cure said default; otherwise, the City may elect to terminate this Lease or do any of the following:
1. Institute action(s) to enforce this Lease;
  2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of Lessee relet the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
  3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the City;
  4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;
  5. Exercise any other remedy allowed by law or equity.
- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

12. TERMINATION BY LESSEE.

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty (30) days written notice after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty (30) consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

13. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee or its agents, employees and invitees (hereinafter referred to collectively as "Lessee" in this Section) in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

14. INSURANCE.

Lessee shall procure and at all times maintain the following types and amounts of insurance for its operations from the Property:

- A. Comprehensive general public liability and property damage insurance in the amount of \$500,000 per person and \$1,000,000 combined single limit per occurrence if Lessee operates the hangars as non-commercial hangars, or in the amount of \$500,000 per person and \$3,000,000 combined single limit per occurrence if Lessee operates the hangars as commercial hangars. Coverage must include broad form contractual, broad form property damage and personal injury, premises operations, independent contractors and subcontractors and fire coverage.
- B. Comprehensive automobile liability insurance for all owned, non-owned and leased vehicles in the amount of \$500,000 per person and \$1,000,000 combined single limit for bodily injury and property damage per occurrence, if Lessee operates the hangars as commercial hangars.
- C. Fire and extended casualty coverage for all improvements and fixtures on the Property, in an amount not less than the full replacement value thereof, to the extent such coverage is available to Lessee.
- D. Hangarkeepers liability insurance in the amount of \$3,000,000 per occurrence if Lessee operates the hangars as commercial hangars.
- E. Worker's compensation and employer's liability coverage in the amounts required by law.
- F. Such other insurance as the City's Risk Manager determines to be necessary for Lessee's operations.

Such insurance shall be in a form satisfactory to and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured and shall require 30 days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Lease.

15. QUIET ENJOYMENT.

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport.

16. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. Unless otherwise provided

herein, all trade fixtures, equipment, and other personal property installed or placed by Lessee on the Property shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, and for an additional period of ten (10) days after its expiration, to remove the same from the Property; provided that Lessee is not in default of any of its obligations hereunder and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within said 10-day period shall become a part of the Property, and ownership thereto shall vest in the City.

17. NOTICE.

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:                      City of Glendale  
   Attention: Airport Manager, (623) 930-2188  
   6801 N. Glen Harbor Blvd., #201  
   Glendale, Arizona 85307

TO LESSEE:                         Mr. Adam Butler  
   A Shade Above  
   P.O. Box 6770  
   Phoenix, AZ 85005

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

18. SEVERABILITY.

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

19. TAXES AND LICENSES.

- A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Lessee for the period this Lease is in effect.

- B. Lessee acknowledges that it may be a “prime lessee”, as defined in A.R.S. Section 42-1901, and that it may be subject to excise tax liability under this Lease pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Lessee further acknowledges that any failure by Lessee to pay taxes due under A.R.S., Title 42, Chapter 13 after notice and an opportunity to cure shall constitute a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease all licenses and permits required for a business engaged in flight simulation training.

20. LITIGATION

This Lease shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney’s fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Lease and consent to a trial to the court.

21. RULES AND REGULATIONS.

Lessee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the effective date of this Lease. Lessee shall display to the City, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

22. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee’s use, occupancy or security of the Property.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at its own cost, whether for its own benefit or for the benefit of others at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all reasonable times to make such repairs, replacements or alterations thereto

which may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property such systems or parts thereof and, in connection with such maintenance, use the Property for access to other parts of the Airport otherwise not conveniently accessible; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Property by Lessee.

- C. If any personal property of Lessee shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the City or utility company to do so, the City or the utility company may move it, and Lessee shall pay the cost of such moving upon demand, and Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.
- D. Exercise of any or all of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

23. F.A.A. REQUIRED PROVISIONS.

- A. Lessee shall, in the event facilities are constructed, maintained or otherwise operated on the Property for a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("C.F.R."), D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- B. Lessee agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Property; (2) in the construction of any improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R., D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted



Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

- C. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.
- D. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- E. Non-compliance with Subsection D shall constitute a material breach thereof, and in the event of such non-compliance, the City shall have the right to terminate this Lease without liability therefore, or, at the election of the City or the United States, either shall have the right to judicially enforce Subsection D.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subsection. Lessee shall require its covered sub-organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. 152, Subpart E, to the same effect.
- H. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- I. The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

- J. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the Airport.
- K. There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.
- L. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R.") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- M. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R. Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.
- N. Lessee shall not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.
- O. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1985 (49 U.S.C. 1349a).

24. SURVIVAL OF LESSEE'S OBLIGATIONS.

If this Lease is terminated by the City in accordance with the provisions herein or if the City reenters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire

unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

25. REMEDIES TO BE NONEXCLUSIVE.

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

26. TIME IS OF THE ESSENCE.

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

27. MISCELLANEOUS.

This Lease constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the parties' successors and assigns.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE

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

Its: \_\_\_\_\_  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF ARIZONA    )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, in his or her capacity as \_\_\_\_\_ of the City of Glendale, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

LESSEE



**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

THAT PORTION OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE SOUTH 01 DEGREES 30 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 33.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 7;

THENCE NORTH 89 DEGREES 16 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 7, A DISTANCE OF 1488.26 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 56 SECONDS WEST, A DISTANCE OF 341.36 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 4700.84 FEET;

THENCE SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 166.52 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY DESCRIBED AS BEING "LEASE SECTIONS ONE" IN EXHIBIT "A" OF DOCUMENT NO. 02-0852771, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 310.34 FEET;

THENCE NORTH 26 DEGREES 13 MINUTES 56 SECONDS EAST, A DISTANCE OF 38.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

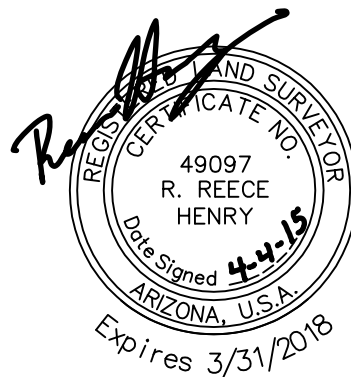
THENCE CONTINUING NORTH 26 DEGREES 13 MINUTES 56 SECONDS EAST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 71.00 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 63 DEGREES 46 MINUTES 04 SECONDS WEST, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,615 SQ.FT.



**Arizona Department of Transportation  
Multimodal Planning Division  
Aeronautics Group**

**Airport Development Reimbursable Grant Agreement**

**Part I**

THIS AGREEMENT is entered into \_\_\_\_\_, 201\_, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the “State”) and The City of Glendale, a political subdivision of the State of Arizona, (the “Sponsor”) for a grant of State funds for the purpose of aiding in financing a Project of *ALP Update with Narrative* (the “Project”), for the improvement of the Glendale Municipal Airport (the “Airport”).

WITNESSETH

**Recitals:**

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on January 9, 2015 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

**Sponsor’s Responsibility**

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: January 29, 2015. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.
- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change

## Grant Number 5S3F

City of Glendale  
Glendale Municipal

to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.

- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

### **Obligations**

- 1) The minimum funding participation from the Sponsor shall be Ten Percent (10%) as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be One Hundred Twelve Thousand Five Hundred Dollars and No Cents (\$112,500.00).
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or February 1, 2019 whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

### **Preliminary Work Provision**

Any preliminary work, for which costs for this Project were incurred after August 1, 2014 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.



**Part II**

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
  - a) to do all things necessary, in order to undertake and carry out the Project;
  - b) to accept, receive and disburse grant funds from the State in aid of the Project.
  
- 2) The Sponsor now has on deposit, or is in a position to secure twelve thousand five hundred Dollars (\$ 12,500), or an equivalent amount represented by Sponsor’s proposed labor and equipment costs, for use in defraying Sponsor’s share of the costs of the Project. The present status of these funds is as follows:

City of Glendale, AZ CIP funds  
(enter local funding type and location)

- 3) The Sponsor hereby designates Walter L. Fix, Airport Administrator  
Name Title  
to receive payments representing the State’s share of project costs.

\_\_\_\_\_  
Signature of Sponsor’s Representative

\_\_\_\_\_  
Airport Administrator  
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Vendor No: 866000271 01  
 Sponsor: City of Glendale Finance Department  
 5850 W. Glendale Ave.  
 Glendale, A85301

**Exhibits**

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions

Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona  
Department of Transportation  
Multimodal Planning Division

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

Title: Dallas Hammit, Dep. Director

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

SPONSOR:

City of Glendale  
Glendale Municipal Airport

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

Title: Acting City Manager

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

WITNESSED BY:

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

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

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

WITNESSED BY:

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

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

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

**EXHIBIT A**

**Sponsor Assurances**

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

**General**

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

### **Financial**

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

### **Record Keeping**

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

### **Airport Based Aircraft Reporting**

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

### **Airport Layout Plan**

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse affect in a manner approved by the State.

**Immediate Vicinity Land Use Restriction**

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

**Airport Operation**

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
  - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
  - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
  - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
  - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an “exclusive right” if:
  - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
  - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

**Sponsor Transactions**

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

**Airport Revenues**

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

**Disposal of Land**

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
  - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

**EXHIBIT B**

**General Provisions**

**Employment of Consultants**

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

**Contracts**

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
  - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
  - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
  - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
  - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
  - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an affect on the contract price, scope, or schedule;
  - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
  - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
  - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.



**Conflict of Interest**

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

**Reports**

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

**Changes**

**Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement.** Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

**Audit**

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

**Suspension**

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

**Failure to Perform**

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

**Termination for Convenience**

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

**Waiver by State**

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

**Compliance with Laws**

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

**Arbitration**

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

**Jurisdiction**

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

**Excess of Payments**

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

**State Inspectors**

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

**Indemnification**

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

**Required Provisions Deemed Inserted**

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

**Property of the Sponsor and State**

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

**EXHIBIT C**

**Specific Provisions and Project Schedules**

**Provisions for Planning**

**Financial Cost Categories**

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Planning" (as applicable), including consulting services.
- 2) "Sponsor Administration" directly associated with this Project (not to exceed 5% of planning consulting services).
- 3) "Sponsor Force Account" contribution (if applicable).
- 4) "Other" with prior approval of the State.

**Planning Documents**

- 1) The Sponsor shall include in all published material in connection with the planning Project a notice that the material was prepared under a grant provided by the State. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use any of the material prepared in connection with this grant.
- 2) The Sponsor shall make planning material available for examination by the public and agrees that no material prepared with funds under this Project shall be subject to copyright. That approval of this Project grant or approval of the planning material developed as a part of this grant does not constitute or imply assurance or commitment on the part of the State to approve pending or future application for a State grant or funding.
- 3) The Sponsor shall appoint a Planning Advisory Committee (PAC) for this Project, which will have the opportunity to furnish information, and review the plan as it is developed. Members of the PAC shall be as deemed appropriate to address the special issues of the Project, except that at least one member shall be a non-aviation citizen of the area, and one shall be a representative of the ADOT Aeronautics Group. An invitation will be given to the affected military installations and the Arizona State Land Department (as appropriate) to participate on the Planning Advisory Committee. The Sponsor shall hold a minimum of three meetings throughout the Project, including a minimum of two meetings between the Sponsor, the consultant, and the PAC. A minimum of one public meeting shall be held during the Project. The Sponsor may not accomplish the final acceptance of the plan until the State has reviewed and commented on the work performed. The comments provided by the State shall not be construed as approval of the planning document.
- 4) If the planning performed under this Agreement covers an existing or future airport not located on properties owned or leased by the Sponsor, the Sponsor agrees to obtain full control of the property for a period of not less than twenty (20) years. All changes to airport ownership or to any airport lease shall be approved by the State.
- 5) At the completion of the Project, the Sponsor agrees to provide an electronic copy, in a format usable by the State, of final plans, planning documents, and/or other published materials produced as a result of this planning Project.

**Project Schedules for Planning**

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

**Schedule One  
Project Description and Funding Allocation**

**Detailed Project Description:** ALP Update with Narrative

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<b>Project Cost Category</b>	<b>Total Estimated Project Cost</b>	<b>Estimated Local Share</b>	<b>Estimated Federal Share</b>	<b>Estimated State Share*</b>
Planning Costs	\$ 124,000	\$ 12,500	\$ 0	\$ 112,500
Sponsor Administration**	\$ 1,000	\$	\$	\$
Sponsor Force Account Work***	\$	\$	\$	\$
Other	\$	\$	\$	\$
<b>Total Project Costs</b>	<b>\$ 125,000</b>	<b>\$ 12,500</b>	<b>\$</b>	<b>\$ 112,500</b>

\*Total of this column to be used in Schedule Two.

\*\* Sponsor Administration is not eligible for reimbursement above 5% of the planning consulting service costs.

\*\*\* All force account work is to be approved by the State prior to the grant agreement being signed.

**Schedule Two  
Planning Project Reimbursement Schedule**

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project’s progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

**Instructions:**

- 1) For “Total State Funds” below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for **State Funds Only** (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

**Total State Funds: \$ 112,500**

**Projected Reimbursement Requests / State Cash Flow**

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$	\$	\$	\$	\$	\$ 20,000
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2013	\$	\$	\$	\$	\$	\$
2014	\$	\$	\$	\$	\$	\$
2015	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000	\$ 10,000
2016	\$ 10,000	\$ 10,000	\$ 12,500	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$

**Grants expire 4 years from the date approved by the State Transportation Board. The Sponsor shall schedule the work to be completed within the 4 years.**

**Schedule Three  
Planning Project Milestones**

**Milestone Duration Guidelines**

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Planning Phase is subject to the type and complexity of the Project, however, most planning projects can be accomplished within seven hundred thirty (730) days.
- 3) State review periods should be fifteen (15) days.

Milestones	Duration # of Days	Start Date	Completion Date
		Proposed	Proposed
<b>Consultant Selection Phase</b>	95	<b>mm/dd/year</b>	<b>mm/dd/year</b>
Submit Scope for State Review/Approval*		02/19/2015	03/13/2015
Submit Contract for State Review/Approval		03/20/2015	04/03/2015
Award Consultant Contract		04/13/2015	05/26/2015
<b>Planning Phase</b>	204		
Sponsor Issue Notice to Proceed		06/15/2015	06/15/2015
Submit Aircraft Forecasts to FAA		06/30/2015	09/01/2015
First Planning Advisory Committee Meeting		10/15/2015	10/15/2015
Public Workshop		11/15/2015	11/15/2015
Final Planning Advisory Committee Meeting		12/15/2015	12/15/2015
Submit Final Draft to FAA and State		01/05/2016	01/05/2016
<b>Final Phase</b>	73		
Master Plan Approval of Board/Council		01/13/2016	01/13/2016
Submit Final Report and Draft ALP		01/29/2016	01/29/2016
Submit Approved ALP to State		03/16/2016	03/16/2016
Submit Final Reimbursement Request and Sponsors Closeout Letter		04/01/2016	04/01/2016

\* The solicitation for qualifications and the resulting service agreements must contain a list of projects, including this grant project, per A.R.S. 34, Chapter 6



## Legislation Description

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**File #:** 15-302, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A MUTUAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT  
BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE**

Staff Contact: Michael D. Bailey, City Attorney

**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 Mutual Fire Protection and Emergency Services Agreement between the Tohono O'Odham Nation and the City of Glendale.

**Background**

The City has not previously entered into a Mutual Fire Protection and Emergency Services Agreement with Tohono O'Odham. It is to the mutual benefit of the parties that they enter into said Agreement for mutual fire protection and emergency services assistance.



ORDINANCE NO. 2938 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN EXCHANGE OF REAL PROPERTY BETWEEN THE CITY OF GLENDALE AND THE UNITED STATES OF AMERICA TO RELOCATE AN IRRIGATION FACILITY LOCATED ALONG 99TH AVENUE AND NORTH OF GLENDALE AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on October 26, 1914, the United States of America acquired title over real property located in the City of Glendale known as Lateral No. 20 of the Arizona Canal, as documented by Exhibit 1 attached hereto, and having the legal description attached as Exhibit A to that Exhibit 1, and

WHEREAS, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187) and all acts amendatory and supplemental thereto, the United States of America continues to hold title to said easement for the purpose of providing irrigation water to the citizens of Glendale; and

WHEREAS, the U.S. Bureau of Reclamation of the Interior Department (“US BOR”) currently holds and administers the United States’ irrigation easement; and

WHEREAS, as documented in Exhibit 2 hereto, on February 2, 1971, the Maricopa County Board of Supervisors obtained an Easement for Highway Purposes in the roadway in the general vicinity of the intersection of 99<sup>th</sup> Avenue and Glendale Avenue pursuant to a deed identified as Fee No. 24 R. Agr. 29286 and recorded with the Maricopa County Recorder’s Office in Docket 8534, Page 671-672; and

WHEREAS, on February 13, 2007, the City of Glendale annexed the same portions of the roadway in the general vicinity of the intersection of 99<sup>th</sup> Avenue and Glendale Avenue, as documented by Exhibit 3 attached hereto, and having the legal description attached as Exhibit A to that Exhibit 3, pursuant to A.R.S. §9-471 and City Ordinance No. 2548, New Series; and

WHEREAS, in the letter dated December 16, 2013 and appended hereto as Exhibit 4, the City of Glendale assured the United States Bureau of Reclamation that it would execute a General Warrant Deed for Case No. 13-010: West Valley Medical Facility, to be located in Section Five (5), Township (2) North, Range One (1) East, Gila and Salt River Meridian, for the purpose of relocating an irrigation facility to support such project; and

WHEREAS, the United States of America and the City of Glendale wish to exchange lands, as provided in A.R.S. §9-405, those properties depicted in Exhibit 5 and legally described

Exhibit A to that Exhibit 5, for the purpose of relocated the irrigation canal in the City's existing right-of-way; and

WHEREAS, the United States of America, through its management agent, Salt River Project, has determined that the value of the real estate the City proposes to exchange with the federal government is less than \$50,000, as documented in Exhibit 6; and

WHEREAS, in accordance with the requirements of A.R.S. §9-405(B), the City published a notice of its intent to complete a land exchange of surplus property with the federal government in a newspaper of general circulation within Maricopa County, together with a description of the property and the terms and conditions of the proposed exchange, as provided in the attached Exhibit 7, for not less than ten (10) days prior to the date of intended disposition of the property; and

WHEREAS, the City has determined that the real property owned in its right-of-way depicted in Exhibit 5 is surplus to its needs and that an exchange of such land with the United States of America is in the public interest; and

WHEREAS, the United States of America agrees to execute and deliver the Quit Claim Deed once the City of Glendale executes the General Warranty Deed transferring the real property located in its right-of-way for the construction of the new irrigation canal and said irrigation facility is operational and functional;

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

SECTION 1. The City hereby exchanges its interest in the real property in the roadway of 99<sup>th</sup> Avenue, north of Glendale Avenue, as documented by Exhibit 3 attached hereto, and having the legal description attached as Exhibit A with the United States of America. Such exchange shall take effect immediately upon the City Council's passage of this ordinance. Title to the released property shall vest in the United State of America as provided by law.

SECTION 2. The Council hereby instructs the City Manager to execute the General Warranty Deed in favor of the United States, which is attached hereto as Exhibit A, and to accept and execute the Quit Claim Deed granting the City the exchanged real property from the United States, once the construction of the new irrigation is complete and the irrigation facility is operational and functional. The United States' Quit Claim Deed to the City is attached hereto as Exhibit B.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

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M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

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City Attorney

REVIEWED BY:

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Acting City Manager

o\_eng\_us bor.doc

## EXHIBIT 1

Office Copy  
QUIT CLAIM DEED

Gmy

This Indenture, made the 26 day of October, 1914, between W. H. May and Martha D. May, his wife, R. S. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, the parties of the first part, and The United States of America, the party of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar to them in hand paid, in lawful money of the United States of America, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388), the receipt whereof is hereby confessed and acknowledged, have remise, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said party of the second part, and to its assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described real estate and property situated in the County of Maricopa, and State of Arizona, to-wit:

That certain ditch known as a sublatera from Lateral No. 20 of the Arizona Canal, as it is now constructed through, over and across the Northeast quarter and the Southeast quarter of Section Five (5), all in Township Two (2) North, Range One (1) East, G. & S.R.B. & M., the center line of the right of way for said ditch being more particularly described as follows: Commencing at the Northeast corner of Section Five, Township Two (2) North, Range One (1) East, G. & S.R.B. & M., thence South Thirty-three (33.0) feet and West Thirteen (13.0) feet to the point of beginning; thence South 0 deg. 02' West, Twenty-five Hundred Fifty and Five-tenths (2550.5) feet (the said line being used as a base having a magnetic bearing of South 14 deg. 20' East) (which is a point Thirteen (13) feet West of the East quarter corner of Section Five); thence South 0 deg. 02' West, One Hundred Six and Three-tenths (106.3) feet; thence South 9 deg. 56' West, Two Hundred Thirteen (213.0) feet; thence South 0 deg. 17' West, Twelve Hundred Eighty-four and One-tenth (1284.1) feet; thence South 38 deg. 41' West, Six Hundred Forty-three and Five-tenths (643.5) feet; thence South 0 deg. 44' East, Three Hundred Sixty (360.0) feet; thence South 42 deg. 18' West, One Hundred Fifty-six and Three-tenths (156.3) feet; thence South 89 deg. 28' West, Thirty-two (32.0) feet; thence South 0 deg. 32' East, Seventy (70.0) feet (which is a point on the center line of the East and West road.

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said party of the second part, and its assigns forever.

113/401

In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
D. O. Addington (Seal)  
M. V. B. Addington (Seal)  
W. H. May (Seal)  
Martha D. May (Seal)  
R. E. Eastman (Seal)  
Geo. N. Morgan (Seal)  
Louisa Morgan (Seal)

STATE OF ARIZONA

County of Maricopa

ss.

Before me, W. J. G. Demuth, a Notary Public in and for the County of Maricopa, State of Arizona, on this day personally appeared

W. H. May and Martha D. May, his wife, R. E. Eastman, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed.

Given under my hand and seal of office, this 26 day of October, 1914.

W. J. G. Demuth  
Notary Public.

(Seal)

(My commission expires

Sept. 17, 1918)

6632

ROM

to

MO

Recorder's Office  
Phoenix, Maricopa Co., Ariz.

Filed and recorded at  
request of MRCO  
Jul. 1, 1915 at 2:44 PM

Book 113 Deeds Pages  
401-402,

Vernon H. Vaughan  
County Recorder

State of Arizona  
County of Maricopa  
I, Vernon H. Vaughan,  
County Recorder in & for  
the County & state  
aforesaid do hereby  
certify that the  
within instrument  
was filed for record  
at 2:44 o'clock P.M.  
on this 1 day of July  
1915 and duly re-  
corded in Book No.  
113 of Deed Records  
of Maricopa County  
Arizona, at page  
401 & 402.  
I witness my hand  
& official seal this day  
& year above written.  
Vernon H. Vaughan  
County Recorder.

***SPECIAL REPORT***

**SCHEDULE A**

First Amended

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

SRP Land Management

3. The Title to the fee estate in the land described herein is at this date hereof vested in:

United States of America

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

**SEE EXHIBIT "A" ATTACHED HEREIN**

Search made to September 03, 2013 at 7:30 A.M.

***FIRST AMERICAN TITLE INSURANCE COMPANY***

***By: Ron Ciaramella/rc (949)885-2451***



**EXHIBIT "A"**

PARCEL NO. 1:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE AREA OF A SUB LATERAL FROM LATERAL NO. 20 OF THE ARIZONA CANAL AS DESCRIBED IN THAT CERTAIN INDENTURE FROM W.H. MAY AND MARTHA D. MAY, HIS WIFE, R.E. EASTHAM, A WIDOWER, M.V.B. ADDINGTON AND D.E. ADDINGTON, HIS WIFE, GEO N. MORGAN AND LOUISA MORGAN, HIS WIFE, TO THE UNITED STATES OF AMERICA DATED OCTOBER 26, 1914, RECORDED JULY 1, 1915, IN BOOK 113 OF DEEDS AT PAGE 401 - 402, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NORTH 240.60 FEET OF THE SOUTH 2,538.18 FEET OF SAID SE 1/4 OF SECTION 5.

EXCEPT ANY PORTION THEREOF LYING WEST OF THE WEST LINE OF THE EAST 55.00' OF SAID SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A 1/2" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 AND THE MONUMENT LINE OF 99TH AVENUE, A DISTANCE OF 71.26 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 26 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 21.63 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 221.16 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 225.77 FEET;

THENCE NORTH 26 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 26.25 FEET;

THENCE SOUTH 63 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

BASED ON A WIDTH OF 20.00 FEET FOR SAID SUB LATERAL, BEING 10.00 FEET EAST AND 10.00 FEET WEST OF THE CENTERLINE AS DESCRIBED IN SAID INDENTURE. SAID 20 FOOT WIDTH, IS DETERMINED BY SRP THE NECESSARY WIDTH TO OPERATE AND MAINTAIN SAID SUB LATERAL.

PARCEL NO. 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE AREA OF A SUB LATERAL FROM LATERAL NO. 20 OF THE ARIZONA CANAL AS DESCRIBED IN THAT CERTAIN INDENTURE FROM W.H. MAY AND MARTHA D. MAY, HIS WIFE, R.E. EASTHAM, A WIDOWER, M.V.B. ADDINGTON AND D.E. ADDINGTON, HIS WIFE, GEO. N. MORGAN AND LOUISA MORGAN, HIS WIFE, TO THE UNITED STATES OF AMERICA DATED OCTOBER 26, 1914, RECORDED JULY 1, 1915, IN BOOK 113 OF DEEDS AT PAGE 401 - 402, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NORTH 994.92 FEET OF THE SOUTH 2,297.58 FEET OF SAID SE 1/4 QUARTER OF SECTION 5.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A 1/2" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 AND THE MONUMENT LINE OF 99TH AVENUE, A DISTANCE OF 311.86 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 994.83 FEET;

THENCE SOUTH 87 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

BASED ON A WIDTH OF 20.00 FEET FOR SAID SUB LATERAL, BEING 10.00 FEET EAST AND 10.00 FEET WEST OF THE CENTERLINE AS DESCRIBED IN SAID INDENTURE. SAID 20 FOOT WIDTH, IS DETERMINED BY SRP THE NECESSARY WIDTH TO OPERATE AND MAINTAIN SAID SUB LATERAL.

## SCHEDULE B

### PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

## SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

### EXCEPTIONS:

1. Taxes for the full year of 2013.  
(The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014 .)
2. A plat recorded in Book 2, Page 14 of Road Maps, purporting to show a county roadway.
3. An easement for highway and incidental purposes in the document recorded as Docket 8534, Page 671.
4. An easement for road or highway and incidental purposes in the document recorded as Docket 8534, Page 674.
5. An easement for gas lines and incidental purposes in the document recorded as 84-39318 of Official Records.
6. All matters disclosed in Records of Survey recorded as Book 816 of Maps, Page 16
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Minor Land Division-Lot split for ATC Realty Sixteen, Inc., as recorded in Plat Book 1115, Page(s) 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Minor Land Division-Lot split for ATC Realty Sixteen, Inc., as recorded in Plat Book 1151, Page(s) 11, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions and Restrictions recorded in 2012-465806, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. The terms and provisions contained in the document entitled "Memorandum of Infrastructure Agreement and Notice of Access Rights and Lien" recorded May 31, 2012 as 2012-465807 of Official Records.

and thereafter first amendment recorded as 2013-191867, of Official Records

11. The terms and provisions contained in the document entitled "Traffic Signal Installation and Reimbursement Agreement" recorded May 31, 2012 as 2012-465808 of Official Records.
12. The terms and provisions contained in the document entitled "Maintenance and Access Agreement" recorded February 28, 2013 as 2013-192377 of Official Records.
13. All matters as set forth in Declaration of Use Restrictions, recorded June 26, 2013 as 2013-585105 of Official Records.
14. Water rights, claims or title to water, not shown by the public records.

**End of Schedule B**

**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## EXHIBIT 2

FEB 16 71-2 12 PK 8534 671

STATE OF ARIZONA } ss. I hereby certify that the within instrument was filed and recorded  
 County of Maricopa }

IN DOCKET & Page 8 5 3 4 PAGE 671-672 and indexed in

MARICOPA CO. ED. OF SUPERVISORS

When recorded, return to:  
 Maricopa County Board of Supervisors

Witness my hand and official seal.  
 PAUL H. MARGTON  
 County Recorder

By *[Signature]*  
 Deputy Recorder

Fee No. 24-R. AGH.  
 29286

Compared Photostated Fee: n/c

**EASEMENT FOR HIGHWAY PURPOSES**

ITEM NO. K-2201 14-2-57-1 R/W # 23-271

Bob L. Phillips and Rubye Phillips, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two(22) feet of the East Fifty-five(55) feet of the North one-half of the Southeast one-quarter(N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Five(5), Township Two(2) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any part lying within the following described property: BEGINNING at the East one-quarter corner of said Section 5; thence West along the East-West middle line of said Section 1700 feet more or less to the Salt River Power boundary; thence Southwesterly along said Salt River Power boundary 140 feet more or less; thence Easterly a distance of 1780 feet more or less to a point on the East boundary line of said Section, 50 feet South of the East quarter corner; thence North 50 feet to the point of beginning.

M.C.H.D. Prefiled  
*[Signature]*  
 1/20/71  
 Checked  
*[Signature]*  
 Approved  
*[Signature]*  
 1/23/71  
*[Signature]*

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

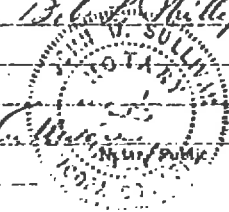
Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

Dated this 2<sup>nd</sup> day of February, 1971

(Seal) *[Signature]* (Seal)  
 (Seal) *[Signature]* (Seal)

STATE OF ARIZONA } ss. This instrument was acknowledged before me this 2<sup>nd</sup> day of February, 1971 by *[Signature]*  
 County of MARICOPA }  
*[Signature]*

My commission expires *[Signature]* June 22, 1972





DKT 8534 - 672

08548

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. #23-271, 99th Ave.  
Item No. K-2201 (Phillips)

Recommended for approval: \_\_\_\_\_  
P & Z Chief Cartographer

*R. E. Edwards*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by *Don St. Armand*  
Chairman of the Board

*Fla. Woodlee*  
Clerk of Board of Supervisors

Date: *February 8, 1971*

Unofficial Document

PHOTOSTATIC COPIES REQUESTED  
/ MARICOPA COUNTY HIGHWAY DEPT.  
/ MARICOPA COUNTY P & Z COMM.

## EXHIBIT 3

Recorded By:

City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301-2599

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20080144787,02/20/2008 09:03,  
O2548-7-1-1--N

ORDINANCE NO. 2548 NEW SERIES

ELAINE M. SCRUGGS  
MAYOR

ATTEST:

PAMELA HANNA  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

CRAIG TINDALL  
City Attorney

I, the undersigned, Darcie McCracken, being the duly appointed and qualified Deputy City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2548 New Series is a true, correct, and accurate copy of Ordinance No. 2548 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 13<sup>th</sup> day of February, 2007, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Pam Kavanaugh  
Asst. City Manager

Given under my hand and seal this 15th day of February, 2008.

  
DEPUTY CITY CLERK

ORDINANCE NO. 2548 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE TO BE KNOWN AS ANNEXTION AREA NO. 159.

WHEREAS, the City of Glendale on October 30, 2006 filed in the Maricopa County Recorder's Office a blank petition requesting annexation and setting forth a description and an accurate map of all the exterior boundaries of the territory located within an existing county island of the City to be annexed;

WHEREAS, after filing the blank petition, the City of Glendale held a public hearing on November 28, 2006 to discuss the annexation proposal. The public hearing was held in accordance with applicable state law;

WHEREAS, signatures on petitions filed for annexation were not obtained for a waiting period of thirty (30) days after the filing of the blank petition;

WHEREAS, within one year after the last day of the thirty (30) day waiting period, a petition in writing was circulated and signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation, as shown by the last assessment of the property, and filed in the office of the Maricopa County Recorder's Office on December 12, 2006;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed were made after the petition had been signed by a property owner;

WHEREAS, all information contained in the filings, the notices, the petition, tax and property rolls and other matters regarding a proposed or final annexation were made available by the Clerk of the City of Glendale for public inspection during regular business hours;

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the county immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of complying with said petitions and extending and increasing the corporate limits of the City of Glendale to include said territory.

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Glendale, and that the present corporate limits be extended and increased to include the following described territory contiguous to the present City limits of Glendale, to wit:

(See Exhibit "A" attached hereto and incorporated herein by this reference.)

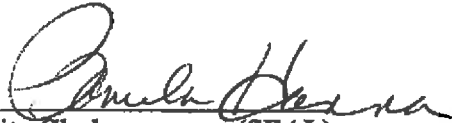
SECTION 2. That the City of Glendale zoning classification of A-1 (Agricultural) be applied to the territory described in Exhibit "A" in accordance with Arizona Revised Statutes Sec. 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

SECTION 3. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Glendale, certified by the Mayor and Council of said City, be forthwith filed and recorded in the office of the Maricopa County Recorder of Maricopa County, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13<sup>th</sup> day of February, 2007.

  
MAYOR

ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager

**PARCEL DESCRIPTION**  
**Glendale Park and Ride**  
**Proposed Annexation Parcel**

All that certain parcel of land described in Document No. 2005-1096040, Maricopa County Records (M.C.R.) (designated as record 1 for future reference in this description) lying within Section 4, and a parcel of land lying within Sections 4 and 5, all within Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 4, a 3-inch Maricopa County Department of Transportation brass cap flush, from which the west quarter corner of said section, a 2-inch aluminum cap flush, bears North 00°03'37" East (basis of bearing), a distance of 2609.50 feet (South 00°03'47" West, 2608.49 feet, record 1);

THENCE along the south line of said Section 4, North 88°07'54" East (North 88°08'03" East, record 1), a distance of 532.91 feet;

THENCE leaving said south line, North 01°52'06" West (North 01°51'57" West, record 1), a distance of 55.00 feet, to the north line of the south 55 feet of said Section 4 and the POINT OF BEGINNING;

THENCE along said north line, South 88°07'54" West, a distance of 533.16 feet, to the north line of the south 55 feet of said Section 5;

THENCE leaving said north line, along said north line, South 87°36'18" West, a distance of 52.94 feet, to the west line of the east 55 feet of said Section 5;

THENCE leaving said north line, and along said west line, North 00°03'37" East, a distance of 2556.81 feet;

THENCE continuing along said west line, North 00°03'12" East, a distance of 583.33 feet;

THENCE leaving said west line, South 89°56'48" East, a distance of 88.00 feet, to the northwest corner of said certain parcel of land, and a point of intersection with a non-tangent curve;

THENCE along the northerly line of said certain parcel, northeasterly along said curve, having a radius of 1592.84 feet (1592.84 feet, record 1), concave southeasterly, whose radius bears South 78°12'11" East, through a central angle of 22°47'40", a distance of 633.70 feet (634.47 feet, record 1), to a 3-inch Arizona Department of Transportation (ADOT) aluminum cap at the most northern corner of said certain parcel and a point of intersection with a non-tangent line;

THENCE leaving said northerly line, along the easterly line of said certain parcel, South 10°12'02" West, a distance of 709.82 feet (South 10°10'39" West, 709.47 feet, record 1), to a 3-inch ADOT aluminum cap and the beginning of a curve;

THENCE southerly along said curve, having a radius of 2414.43 feet (2421.83 feet, record 1), concave easterly, through a central angle of 31°35'51" (31°30'31", record 1), a distance of 1331.51 feet (1331.83 feet, record 1), to a 3-inch aluminum cap and a point of intersection with a non-tangent line;

Parcel Description  
Glendale Park and Ride  
Proposed Annexation Parcel

October 19, 2006  
WP# 052631.S1P  
Page 2 of 3  
See Exhibit "A"

THENCE South 22°08'46" East, a distance of 308.48 feet (South 22°09'41" East 308.32 feet, record 1), to a 3-inch ADOT aluminum cap on the westerly right-of-way line of Aqua Fria Freeway (Northwest Outer Loop (State Route 417)) as shown on Arizona Department of Transportation Project No. RBA-600-0-701 Drawing No. D-7-T-813, (designated as record 2 for future reference in this description);

THENCE continuing along said easterly line and southerly prolongation thereof, and along said westerly right-of-way line, South 17°04'08" East (South 17°05'20" East, record 2), a distance of 475.50 feet (475.68 feet, record), to a 3-inch ADOT aluminum cap;

THENCE leaving said easterly line and said southerly prolongation, South 08°14'29" East, a distance of 275.69 feet (South 08°14'30" East, 275.66 feet, record 2), to a 3-inch ADOT aluminum cap;

THENCE South 00°18'58" East, a distance of 575.97 feet (South 00°20'08" East, 575.97 feet, record 2), to a 3-inch ADOT aluminum cap;

THENCE South 20°14'09" West, a distance of 87.25 feet (South 21°30'08" West, 88.24 feet, record), to a 3-inch ADOT aluminum cap;

THENCE South 65°42'06" West, a distance of 27.03 feet (South 66°19'58" West, 26.92 feet, record 2) to a 3-inch ADOT aluminum cap flush;

THENCE South 01°52'06" East, a distance of 10.00 feet, to the POINT OF BEGINNING.

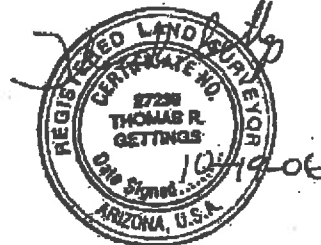
#### EXCEPTING THEREFROM

The north 50 feet of the east 50 feet of the west 83 feet of the northwest quarter of the southwest quarter of said Section 4;

Containing 30.2286 acres, or 1,316,757 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of February, 2006 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey



NORTHWEST CORNER OF SECTION 4, T.2N., R.1E.  
3" BRASS CAP IN HANDHOLE  
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

3" ADOT ALUMINUM CAP

CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	22°47'40"	1592.84'	633.70'
C2	31°35'51"	2414.43'	1331.51'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°07'54"E	532.91'
L2	N01°52'06"W	55.00'
L3	S88°07'54"W	533.16'
L4	S87°36'18"W	52.94'
L5	N00°03'12"E	583.33'
L6	S89°56'48"E	88.00'
L7	S10°12'02"W	709.82'
L8	S22°08'46"E	308.48'
L9	S17°04'08"E	475.50'
L10	S08°14'29"E	275.69'
L11	S00°18'58"E	575.97'
L12	S20°14'09"W	87.25'
L13	S65°42'06"W	27.03'
L14	S01°52'06"E	10.00'



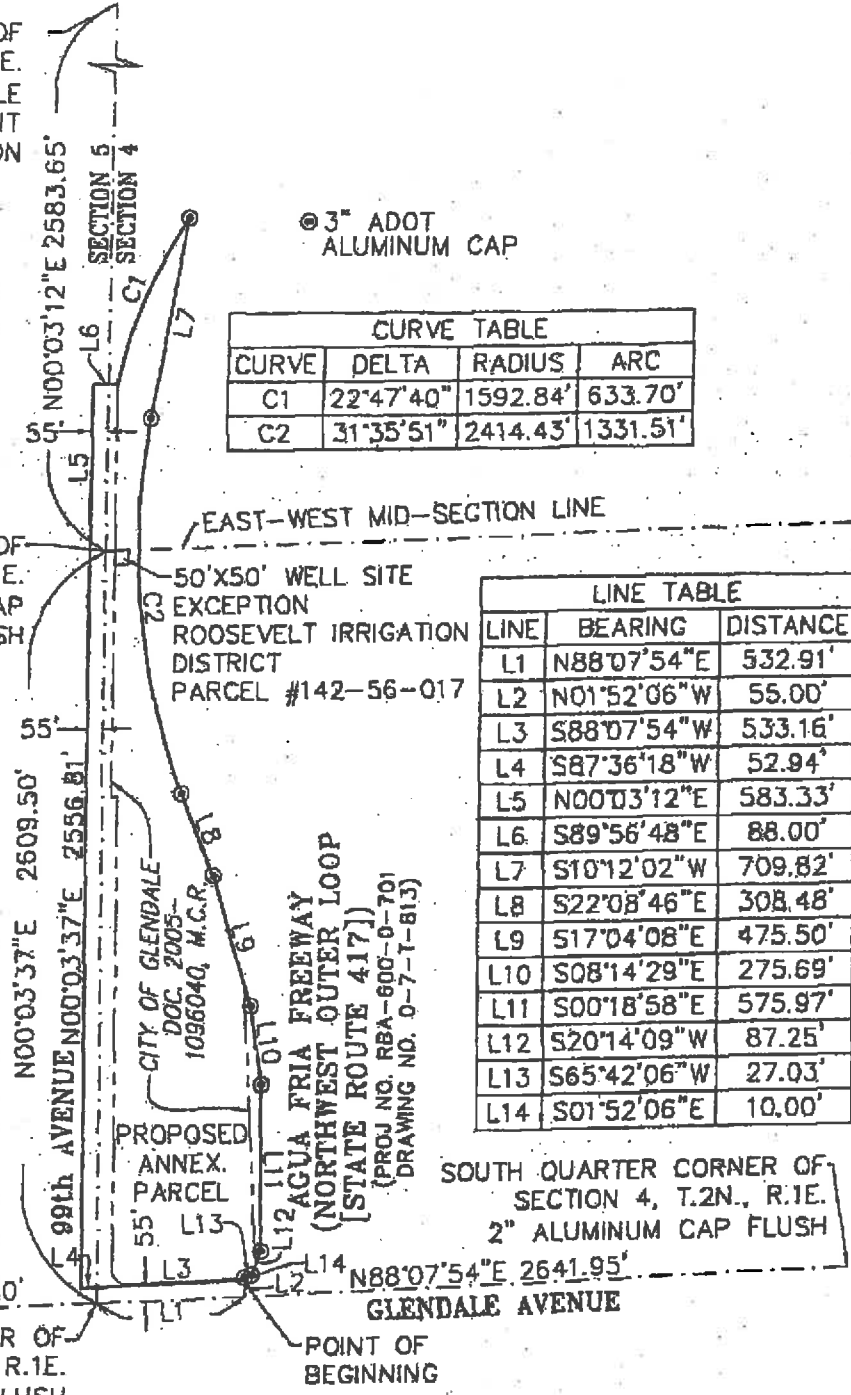
SOUTH 1/4 CORNER OF SECTION 5, T.2N., R.1E.  
BRASS CAP IN HANDHOLE  
S87°36'18"W 2640.80'

SOUTHWEST CORNER OF SECTION 4, T.2N., R.1E.  
3" BRASS GAP FLUSH  
MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
POINT OF COMMENCEMENT

**WOOD/PATEL**  
2051 West Northern  
Phoenix, AZ 85021  
Phone: (602) 335-8500  
Fax: (602) 335-8580  
PHOENIX • MESA • TUCSON

**EXHIBIT "A"**  
GLENDALE PARK AND RIDE  
PROPOSED ANNEXATION PARCEL  
10-19-06  
WP# 052631.S2P  
PAGE 3 OF 3  
NOT TO SCALE

T:\2005\052631\LEGAL\2631L08-DB\DWG\2631L08.DWG





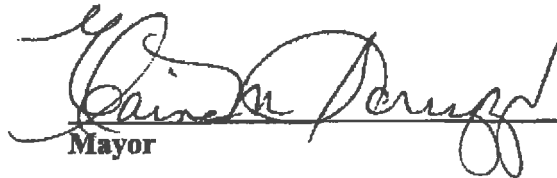


# CITY OF GLENDALE

ANNEXATION AREA NO.159  
[AN-159]

## CERTIFICATION OF MAP

I, Elaine M. Scruggs, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2548, New Series, annexing the territory described in Ordinance No. 2548, New Series, and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

  
Mayor

ATTEST:

  
City Clerk

## EXHIBIT 4



December 16, 2013

Mr. Peter O. Castaneda  
Chief, Water and Lands Division  
U.S. Department of the Interior  
Bureau of Reclamation, Phoenix Area Office

Subject: West Valley Medical Facility  
99<sup>th</sup> Avenue and Orangewood  
USBR Case 13-010

Dear Mr. Castaneda,

The City of Glendale has assured that the General Warranty Deed for USBR Case No. 13-010: West Valley Medical Facility, Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, will be executed to convey the necessary lands needed for the proposed relocated irrigation facility to the United States upon Receipt. We will forward the SRP license to the next available City Council meeting with a recommendation of approval. Upon approval, the City will promptly execute the license.

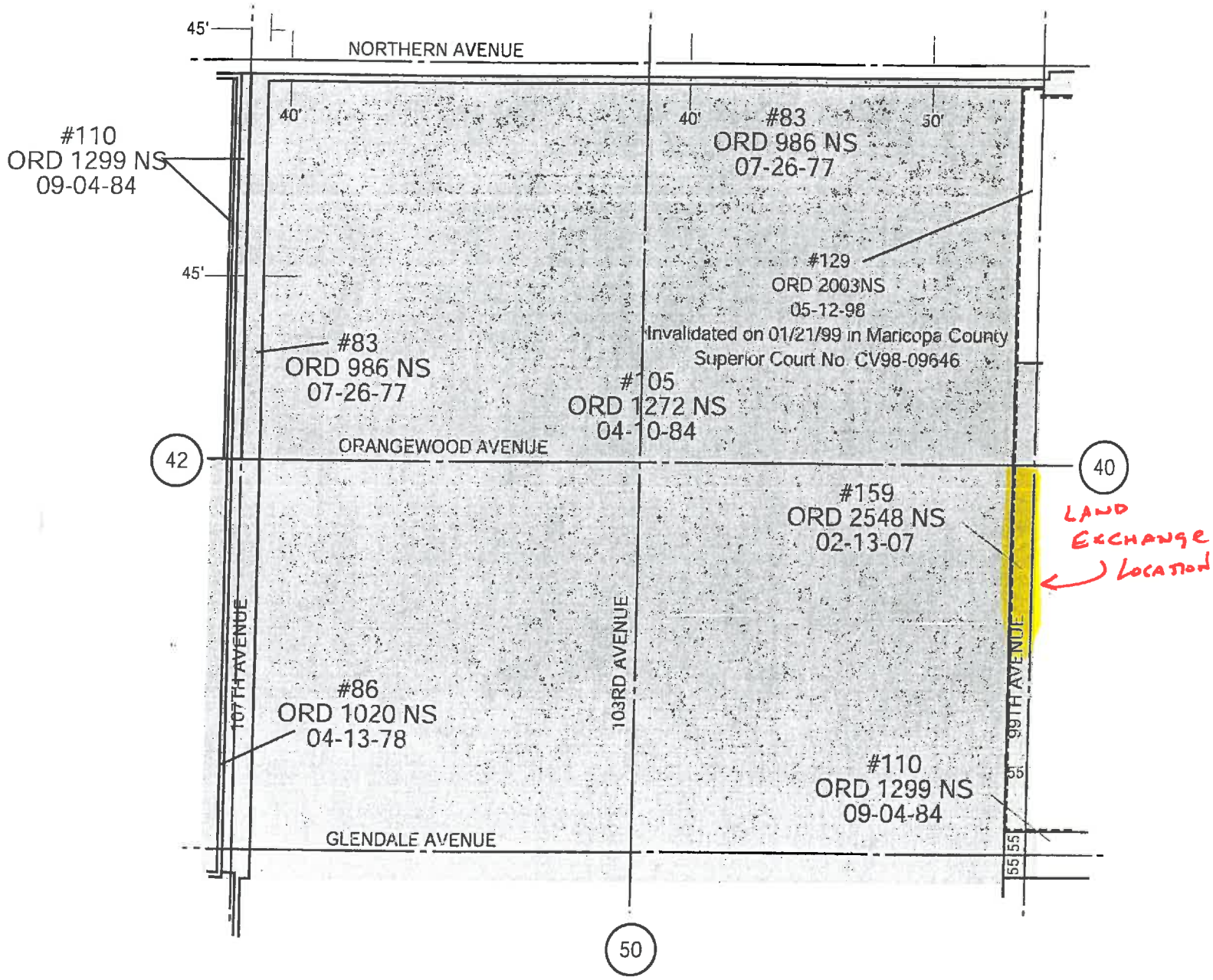
Sincerely,

Stuart Kent  
Executive Director of Public Works

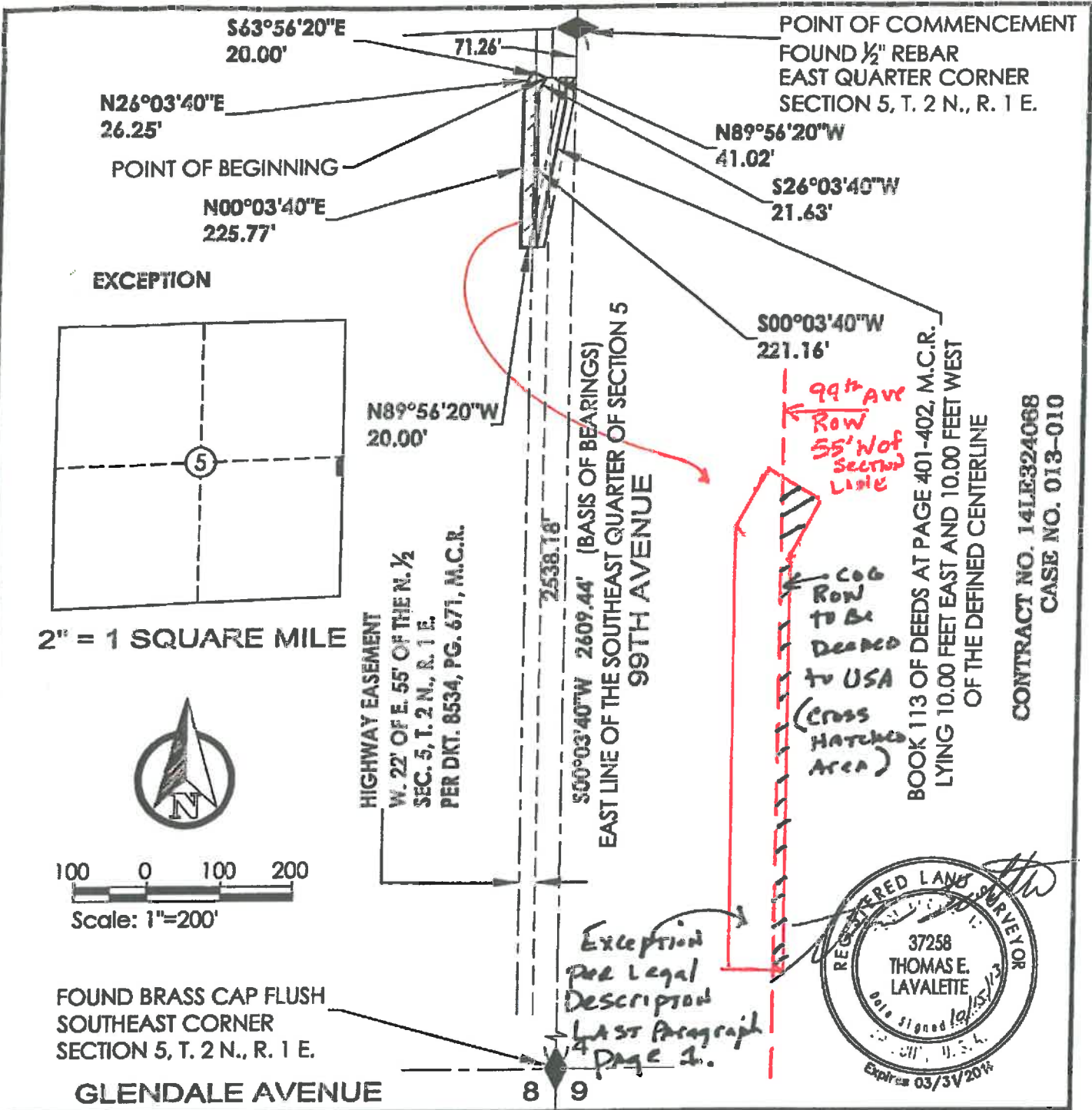
MI/km

## EXHIBIT 5

SECTION 5 T2N-R1E



LAND EXCHANGE LOCATION



Project: **DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



**LITTLEJOHN ENGINEERING ASSOCIATES**

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Title: **EXHIBIT,  
PROPOSED USA FEE  
CITY OF GLENDALE PARCEL**

Proj. # **20120136**

Dwg. No.

Date: **10.15.2013**

**1**

EXHIBIT "A"



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Existing USA Right-of-Way  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

All that portion of the area of a sub lateral from lateral No. 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona, lying within the North 240.60 feet of the South 2,538.18 feet of said SE ¼ of Section 5.

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the following described area:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

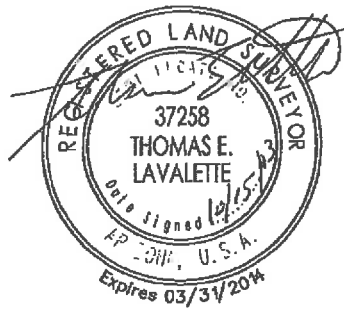
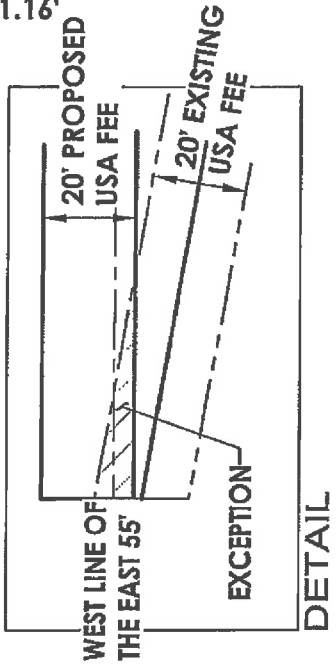
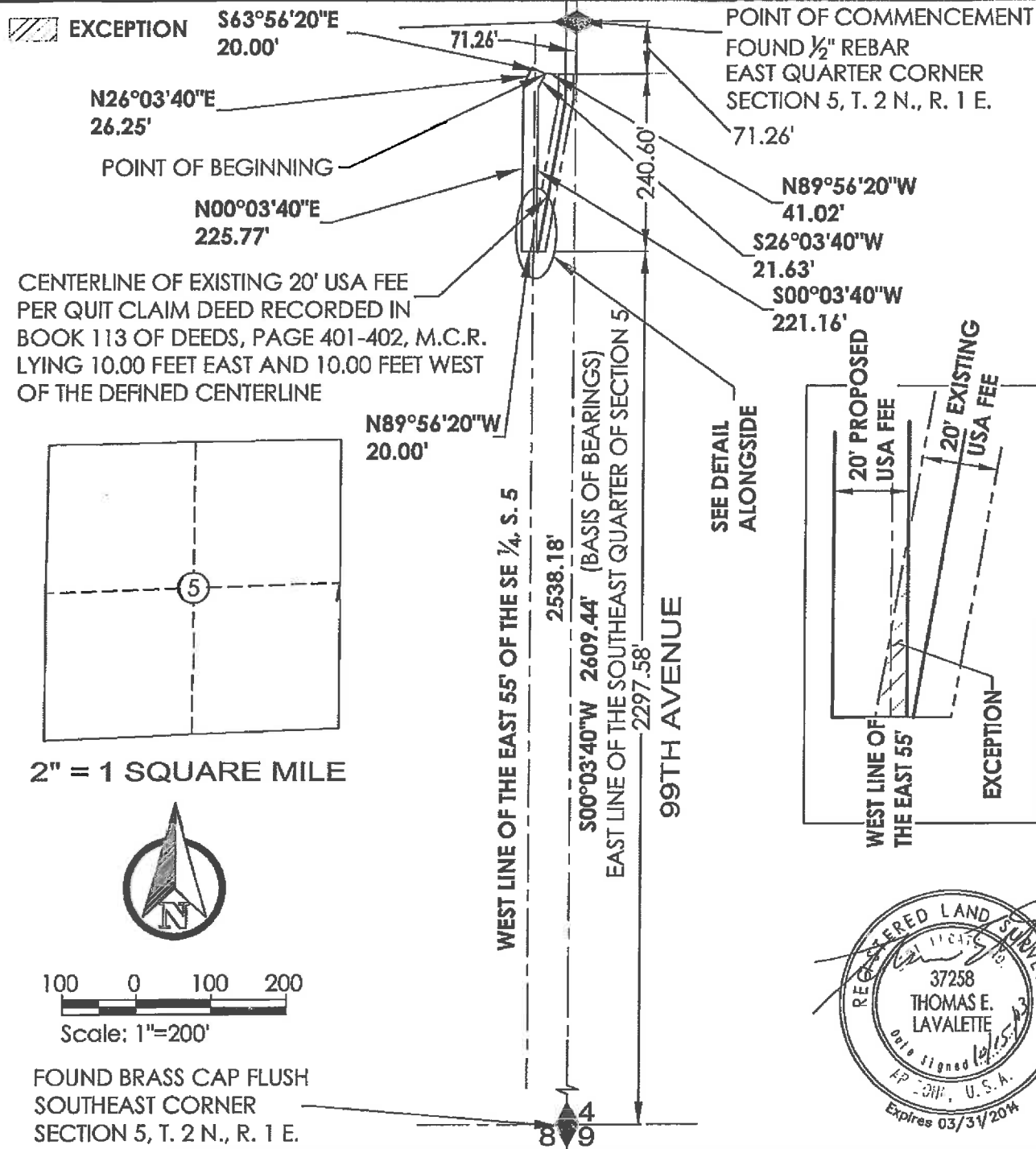
THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

Containing an area of 0.11 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline as described in said Indenture. Said 20 foot width, is determined by SRP the necessary width to operate and maintain said sub lateral.





**Project:** DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER



**LITTLEJOHN ENGINEERING ASSOCIATES**

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
 T 602.241.0782 F 602.248.9158 www.leainc.com

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

**Title:** EXHIBIT,  
 EXISTING USA RIGHT-OF-WAY  
 CITY OF GLENDALE PARCEL

**Proj. #** 20120136

**Dwg. No.**

**Date:** 10.15.2013

**1**

## EXHIBIT 6

## Ivanich, Mark

---

**From:** Gilmore Joel A <Joel.Gilmore@srpnet.com>  
**Sent:** Monday, January 26, 2015 8:40 AM  
**To:** Ivanich, Mark  
**Cc:** Kilzer Duane J  
**Subject:** RE: 99th Ave GWD  
**Attachments:** 113-401.pdf

Good morning Mark,

Attached is the deed showing the USA owns fee title to the land in question. As far as the value of the land Glendale is deeding to the USA, the assessed value of vacant lands in the area is at the high end of \$5 a square foot and the city is conveying 871.2 square feet the value is less than \$5,000. I hope this helps. Thank you. Joel

---

**From:** Ivanich, Mark [<mailto:MIvanich@GLENDALEAZ.com>]  
**Sent:** Thursday, January 22, 2015 5:06 PM  
**To:** Kilzer Duane J; Gilmore Joel A  
**Subject:** 99th Ave GWD

\*\*\*\*\*  
\*\*\*\*\*

SRP WARNING: This is an EXTERNAL email. STOP.  
DON'T CLICK links or open attachments unless you are sure the source and content of the email is credible.  
If you have a business need to click a link or open an attachment and you are not sure the email is credible  
you can send this to the EmailCheck mailbox for a review (reviews conducted 8:00-4:30 Mon-Fri).

\*\*\*\*\*  
\*\*\*\*\*

Got comments back...Nancy needs 1) a copy of the deed or title showing USA currently owns the property being exchanged and 2) some determination, whether written by BOR or SRP, that the land being exchanged is less than \$50,000, or has a diminimus value, to comply with ARS 9-405C. I am off tomorrow but will be back Monday.

Mark Ivanich, P.E.  
Senior Civil Engineer  
Engineering Division  
5850 W. Glendale Avenue Suite 315  
Glendale, AZ 85301  
Phone: 623.930.3654  
Fax: 623.915.2861  
[mivanich@glendaleaz.com](mailto:mivanich@glendaleaz.com)

## EXHIBIT 7

## NOTICE OF INTENT TO EXCHANGE CITY RIGHT-OF-WAY

As provided in Arizona Revised Statutes Section 9-405, the City of Glendale is providing notice that intends to exchange a right-of-way surplus to its needs with the United States of America, Department of Interior, Bureau of Reclamation. The right-of-way is located along 99<sup>th</sup> Avenue, just north of Glendale Avenue. The City will exchange approximately 872 square feet of right-of-way for 4,792 square feet of United States fee land located in the same general vicinity. The United States, through a separate real estate transaction with Dignity Health, will allow for the construction of a new irrigation canal in the former City of Glendale right-of-way.

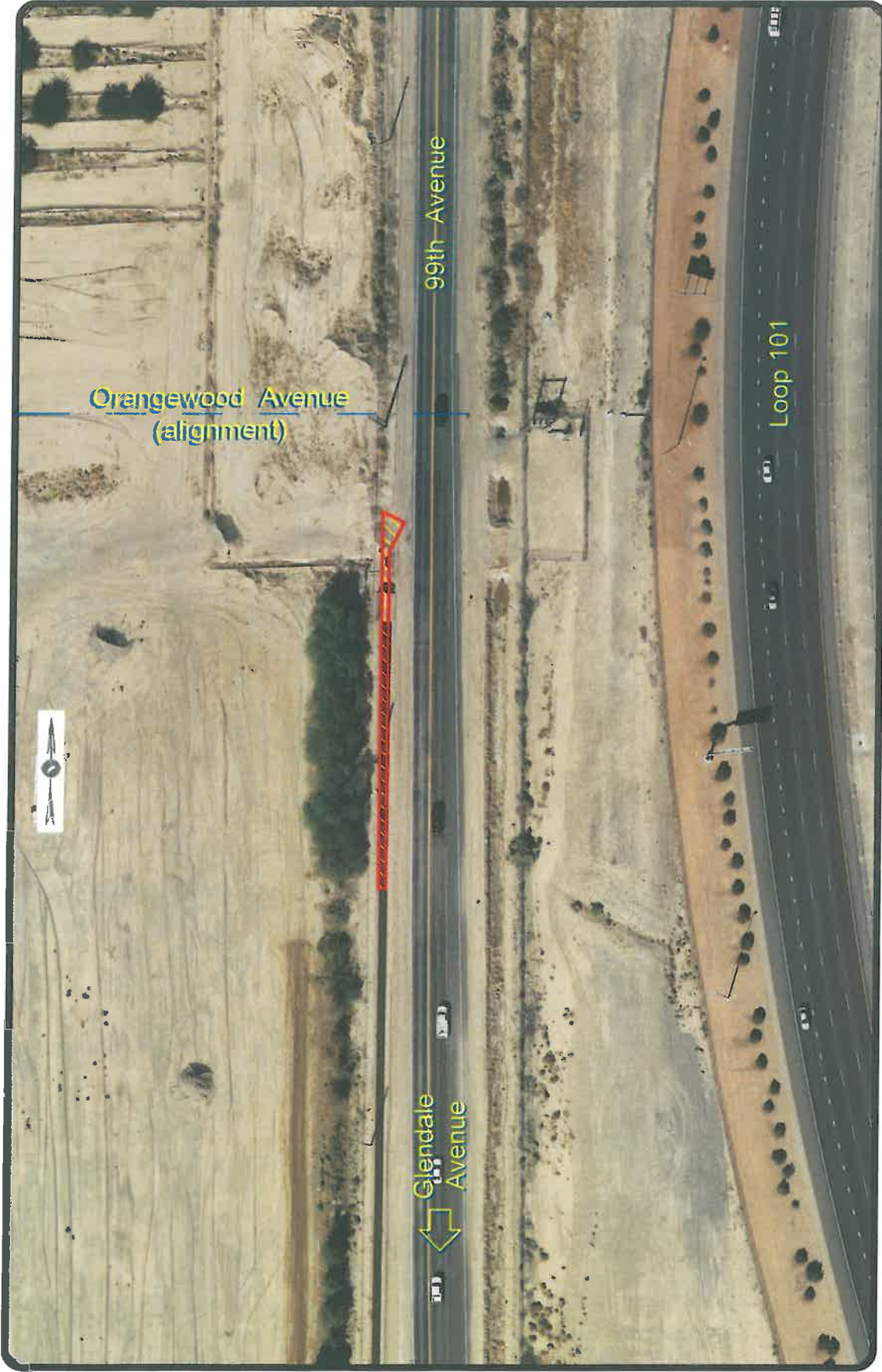
Glendale City Council must agree to the land exchange by ordinance. The City of Glendale Council will consider approving this real property exchange at its April 28, 2015 meeting, to be held at 6:00 p.m. at the City of Glendale Council Chambers, 5850 West Glendale Avenue, Glendale, Arizona 85301.

Local tax and property valuation information can be found at the Maricopa County Assessor's website ([www.maricopa.gov/assessor/](http://www.maricopa.gov/assessor/)). Information specific to the Glendale area can be found at websites such as [www.glendaleaz.com](http://www.glendaleaz.com), [www.VisitGlendale.com](http://www.VisitGlendale.com), and [www.glendaleazchamber.org/](http://www.glendaleazchamber.org/).

The aerial photograph, legal description, and other information about the properties are available for review at the City of Glendale, Engineering Division, 5850 West Glendale Avenue, Suite 315, Glendale, Arizona 85301.

Glendale Star – Publication April 9 and 16, 2015

## EXHIBIT A



**RIGHT-OF-WAY TO BE DEDICATED TO  
UNITED STATES OF AMERICA**



**ORIGINAL**

**Contract No. 14LE324068**

**Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**GENERAL WARRANTY DEED**

**KNOW ALL PEOPLE BY THESE PRESENTS** that the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to relocate an irrigation facility acquired for an irrigation system to a new location; and,

**WHEREAS**, the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," owns real property along the existing irrigation facility and the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as "Grantor," owns the fee title to a portion of the real property onto which the irrigation facility will be relocated; and,

**WHEREAS**, Grantor desires to grant and convey to the United States and its assigns that certain real property needed for the relocated facilities in exchange for the real property no longer



needed for project purposes; and,

**WHEREAS**, the United States will quitclaim its interest, if any, in and to the real property no longer needed by Contract No., 14LE324071 to Grantor and by Contract No., 14LE324076 to Dignity Health, a California Non-profit Public Benefit Corporation.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, and in accordance with the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, Grantor does hereby grant and convey unto the United States and its assigns all that certain real property situated in the County of Maricopa, State of Arizona, described on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The acquiring federal agency is the U.S. Department of the Interior, Bureau of Reclamation.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is conveyed subject only to existing easements and rights-of-way of record for public roads and highways, public utilities, railroads and pipelines, and mineral rights reserved to or outstanding in third parties as of the date of this General Warranty Deed.

**TO HAVE AND TO HOLD** by the United States, its successors and assigns forever, all and singular said premises together with all the rights and appurtenances thereto. The Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said

premises unto the United States and its assigns against every person whomsoever lawfully claiming them or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this General Warranty Deed  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GLENDALE, an Arizona municipal  
corporation**

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

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

**ACKNOWLEDGMENT**

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the **CITY OF GLENDALE, an Arizona municipal corporation**, known to be the  
person described in the foregoing instrument, and acknowledged to me that he/she executed the  
same in the capacity therein stated and for the purpose therein contained.

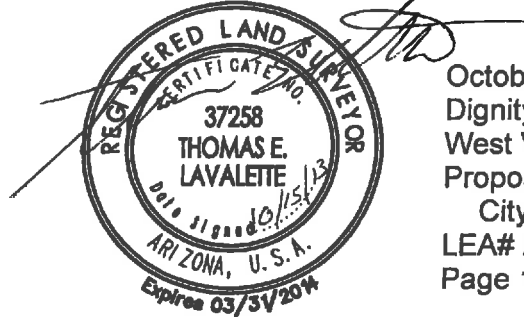
\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"

CONTRACT NO. 14LE324068  
CASE NO. 013-010



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Proposed USA Fee  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast quarter of Section Five (5), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

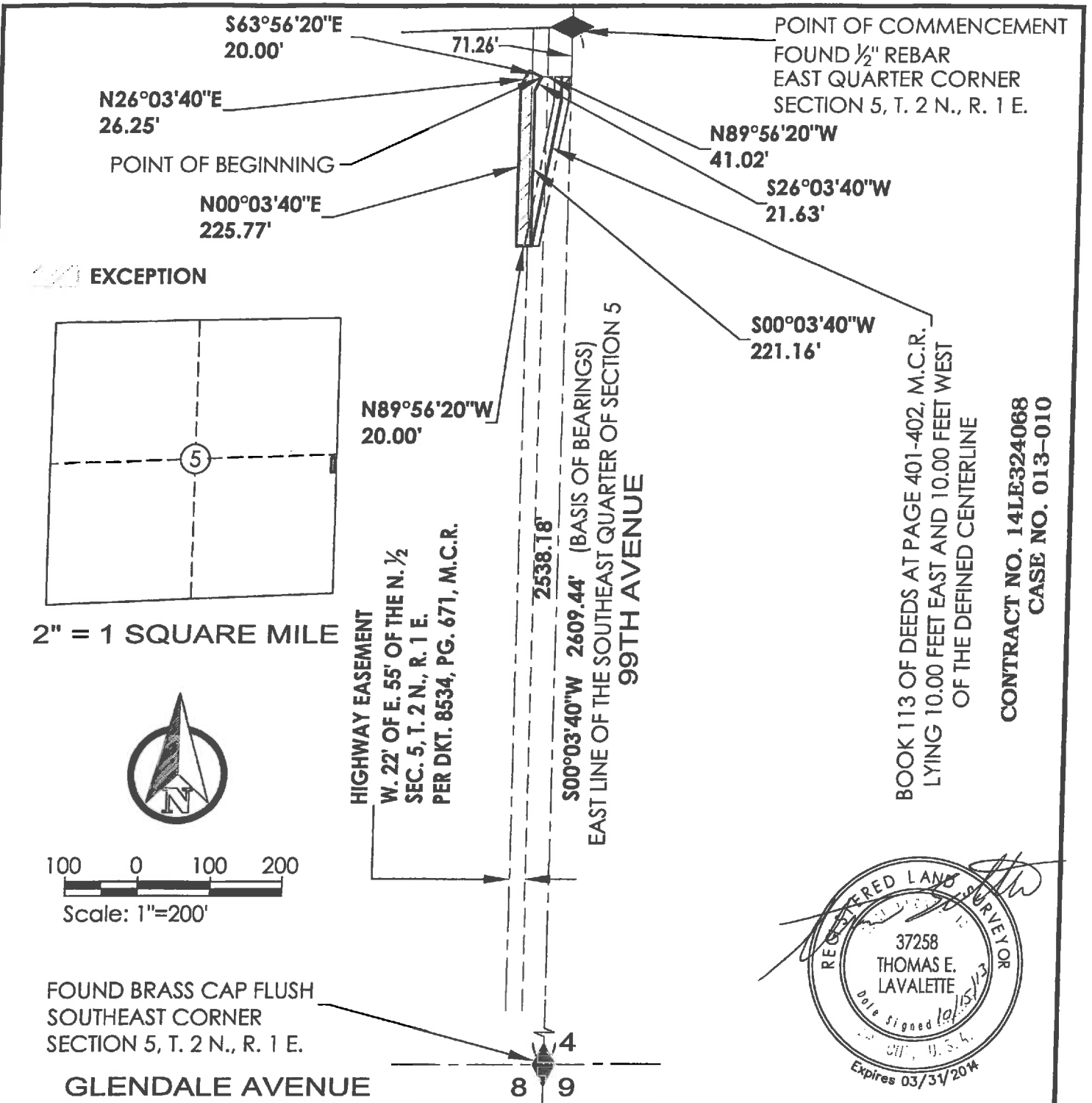
THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the area of that certain ditch known as a sub lateral from lateral 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona.

Containing an area of 0.02 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline described therein, as determined by SRP to operate and maintain said sub lateral.

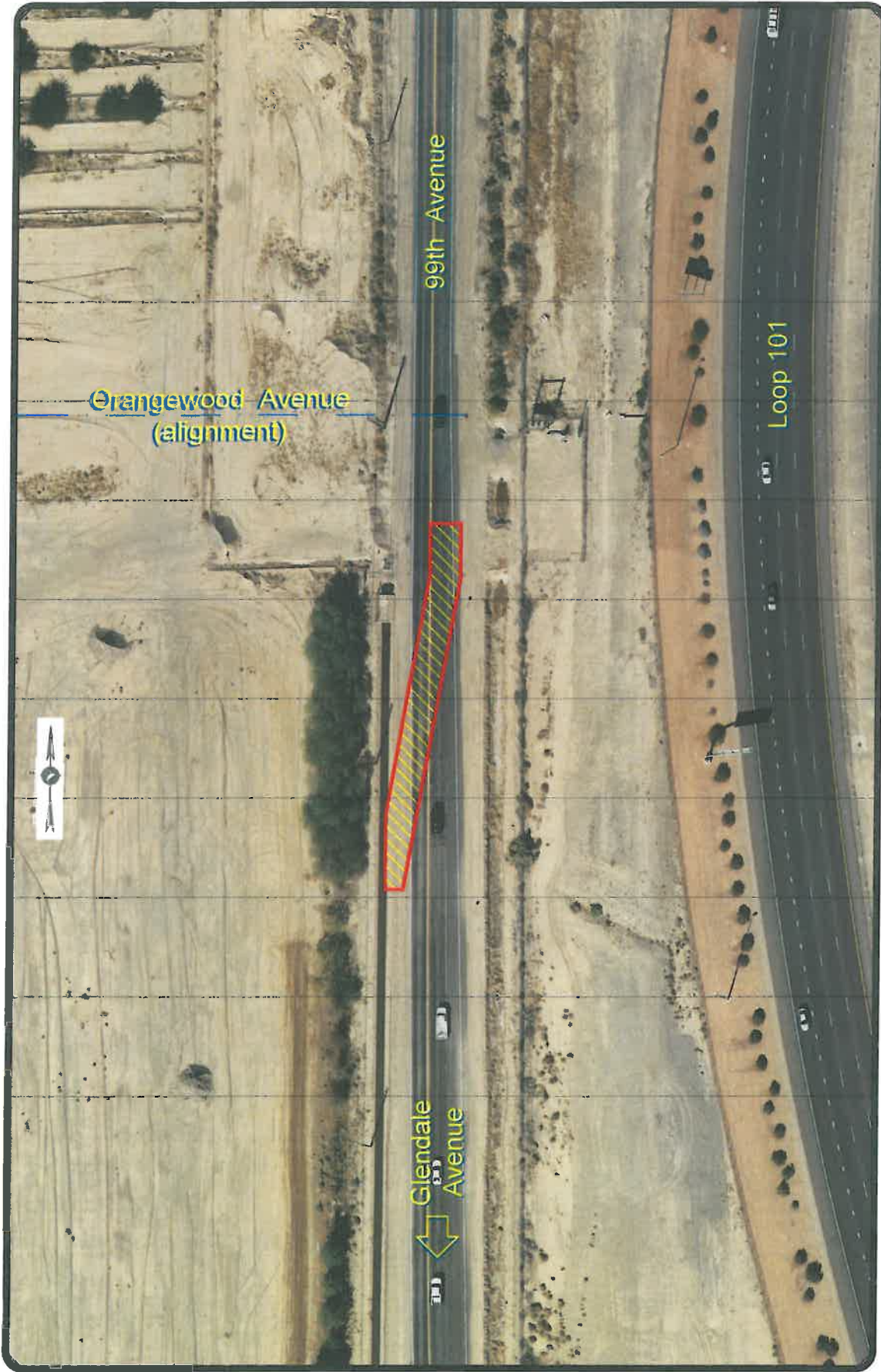


**Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**

**LITTLEJOHN ENGINEERING ASSOCIATES**  
7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com  
Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Title: <b>EXHIBIT, PROPOSED USA FEE CITY OF GLENDALE PARCEL</b>	
Proj. # <b>20120136</b>	Dwg. No. <b>1</b>
Date: <b>10.15.2013</b>	

## EXHIBIT B



**UNITED STATES OF AMERICA LAND  
TO BE QUIT CLAIMED TO THE CITY OF GLENDALE**





**Contract No. 14LE324071  
Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, and as complete satisfaction of an irrigation facility relocation requested by the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, in which the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," received suitable lands by Contract Nos., 14LE324068, 14LE324069 and 14LE324070, and in accordance with the Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, the United States does quitclaim unto the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as "Grantee," its successors and assigns forever, all of the right, title and interest, if any, of the United States in and to property located in Maricopa County, Arizona, and being more particularly described as

follows:

See Attached Exhibit "A"

Excepting and reserving to the United States a right-of-way for ditches or canals constructed or to be constructed by the authority of the United States, this reservation being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 371, 391), as it has been or may hereafter be amended.

**TO HAVE AND TO HOLD** all and singular said premises, together with the appurtenances, unto said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the United States has caused this Quitclaim Deed to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**UNITED STATES OF AMERICA**

By \_\_\_\_\_  
Area Manager  
Phoenix Area Office  
Bureau of Reclamation

**ACKNOWLEDGMENT**

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State  
personally appeared \_\_\_\_\_, Area Manager, Phoenix Area  
Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES of AMERICA**,  
known to me to be the person described in the foregoing instrument, and acknowledged to me  
that he/she executed the same on behalf of the United States in the capacity therein stated and for  
the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"



7227 North 16th Street

Suite 140

Phoenix, AZ 85020

602.241.0782 phone

602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Existing USA Right-of-Way  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

All that portion of the area of a sub lateral from lateral No. 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona, lying within the North 240.60 feet of the South 2,538.18 feet of said SE ¼ of Section 5.

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the following described area:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

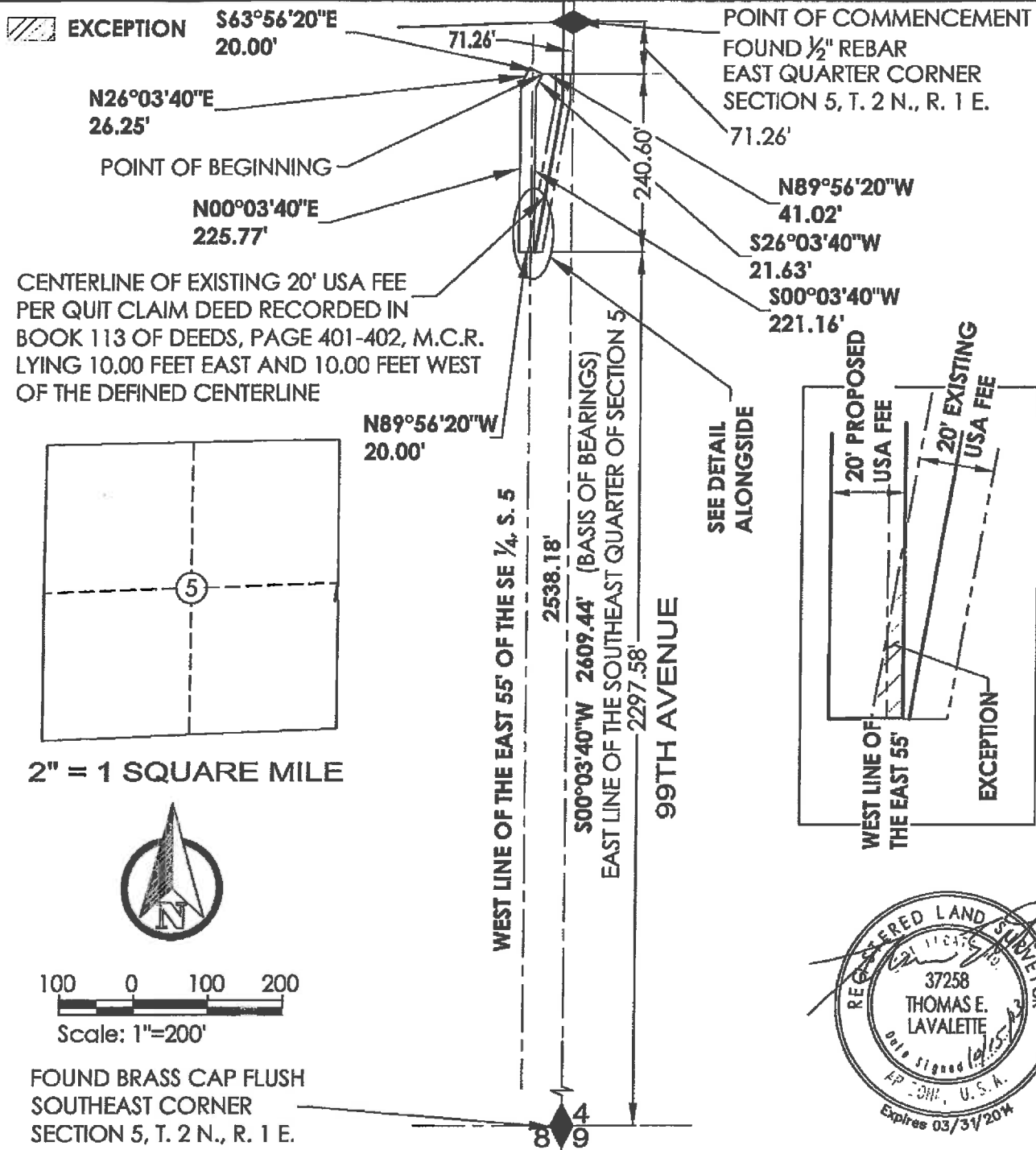
THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

Containing an area of 0.11 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline as described in said Indenture. Said 20 foot width, is determined by SRP the necessary width to operate and maintain said sub lateral.



**Project:** DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER



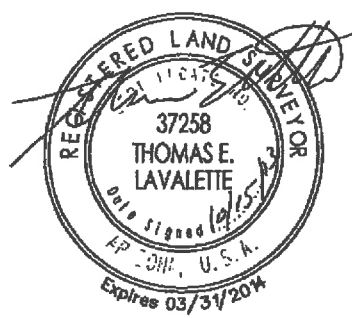
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**Title:** EXHIBIT,  
 EXISTING USA RIGHT-OF-WAY  
 CITY OF GLENDALE PARCEL

**Proj. #** 20120136  
**Date:** 10.15.2013

**Dwg. No.**  
 1



RESOLUTION NO. 4950 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO A MUTUAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE.

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 Mutual Fire Protection and Emergency Services Agreement between the Tohono O'Odham Nation and the City of Glendale be entered into, which is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

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

**ORIGINAL**

**Contract No. 14LE324068**

**Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**GENERAL WARRANTY DEED**

**KNOW ALL PEOPLE BY THESE PRESENTS** that the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to relocate an irrigation facility acquired for an irrigation system to a new location; and,

**WHEREAS**, the **UNITED STATES OF AMERICA**, hereinafter referred to as “United States,” owns real property along the existing irrigation facility and the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as “Grantor,” owns the fee title to a portion of the real property onto which the irrigation facility will be relocated; and,

**WHEREAS**, Grantor desires to grant and convey to the United States and its assigns that certain real property needed for the relocated facilities in exchange for the real property no longer



needed for project purposes; and,

**WHEREAS**, the United States will quitclaim its interest, if any, in and to the real property no longer needed by Contract No., 14LE324071 to Grantor and by Contract No., 14LE324076 to Dignity Health, a California Non-profit Public Benefit Corporation.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, and in accordance with the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, Grantor does hereby grant and convey unto the United States and its assigns all that certain real property situated in the County of Maricopa, State of Arizona, described on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The acquiring federal agency is the U.S. Department of the Interior, Bureau of Reclamation.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is conveyed subject only to existing easements and rights-of-way of record for public roads and highways, public utilities, railroads and pipelines, and mineral rights reserved to or outstanding in third parties as of the date of this General Warranty Deed.

**TO HAVE AND TO HOLD** by the United States, its successors and assigns forever, all and singular said premises together with all the rights and appurtenances thereto. The Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said

premises unto the United States and its assigns against every person whomsoever lawfully claiming them or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this General Warranty Deed  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GLENDALE, an Arizona municipal corporation**

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

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

**ACKNOWLEDGMENT**

State of Arizona     )  
                                  ) ss.  
County of Maricopa  )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the **CITY OF GLENDALE, an Arizona municipal corporation**, known to be the  
person described in the foregoing instrument, and acknowledged to me that he/she executed the  
same in the capacity therein stated and for the purpose therein contained.

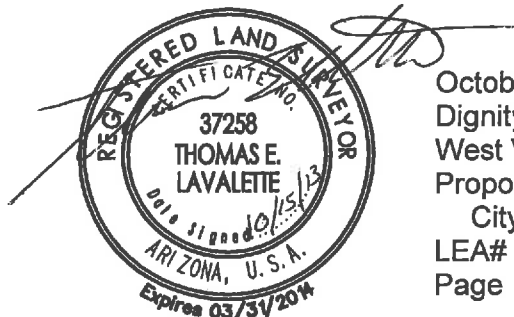
\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"

CONTRACT NO. 14LE324068  
CASE NO. 013-010



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
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October 15, 2013  
Dignity Health  
West Valley Medical Center  
Proposed USA Fee  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast quarter of Section Five (5), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a 1/2" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

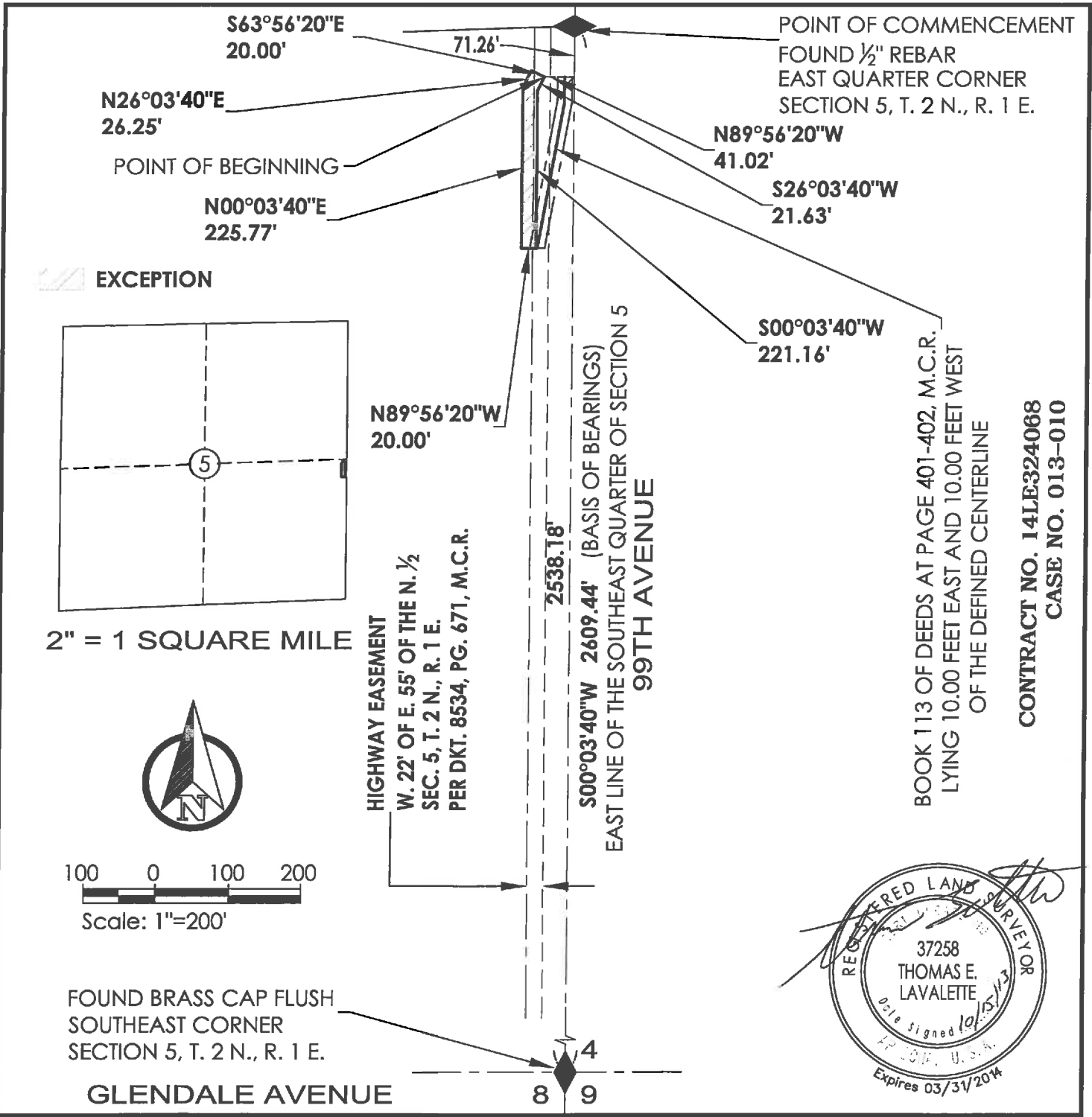
THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

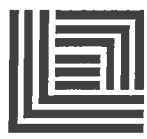
EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the area of that certain ditch known as a sub lateral from lateral 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona.

Containing an area of 0.02 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline described therein, as determined by SRP to operate and maintain said sub lateral.



**Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



**LITTLEJOHN ENGINEERING ASSOCIATES**

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com

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Title: **EXHIBIT,  
PROPOSED USA FEE  
CITY OF GLENDALE PARCEL**

Proj. #  
**20120136**

Date:  
**10.15.2013**

Dwg. No.

**1**

**MUTUAL FIRE PROTECTION AND  
EMERGENCY SERVICES AGREEMENT  
BETWEEN THE  
TOHONO O'ODHAM NATION  
AND THE  
CITY OF GLENDALE**

**THIS MUTUAL FIRE PROTECTION AND EMERGENCY SERVICES AGREEMENT** (the "Agreement") is entered into between the **TOHONO O'ODHAM NATION**, hereinafter referred to as the "**NATION**" and the **CITY OF GLENDALE**, a political subdivision of the State of Arizona, hereinafter referred to as "**GLENDALE**."

**WITNESSETH:**

**WHEREAS**, it is to the mutual benefit of the parties that they enter into an agreement of mutual fire protection and emergency services assistance.

**WHEREAS, GLENDALE**, by Resolution No. \_\_\_\_\_ and the **NATION**, by Resolution No. \_\_\_\_\_, true and correct copies of which are attached, have approved this joint exercise of powers;

**NOW, THEREFORE, GLENDALE** by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3872, et seq., and the **NATION**, by virtue of and pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f), do hereby enter into this Agreement in order to more efficiently and economically facilitate their capabilities to provide for the maximum amount of protection for public health, safety and welfare of their citizens;

**NOW, THEREFORE**, it is mutually agreed by the parties:

1. Commencing on the effective date of \_\_\_\_\_ and for a period of three (3) years thereafter, **GLENDALE** and the **NATION** agree to cooperate and assist each other to their mutual benefit in the field of fire protection and emergency services, as defined more specifically in this Agreement.
2. The **NATION**, through its duly designated and employed tribal fire and emergency personnel, agrees to assist and aid **GLENDALE** within two miles of the boundaries of the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly designated and employed fire or emergency employee of **GLENDALE**, provided that the call does not conflict with their then-current duties within the Nation.
3. **GLENDALE**, through its duly designated and employed fire and emergency personnel, agrees to assist and aid the **NATION** within the boundaries of the **NATION'S**

property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly designated fire or emergency employee of the **NATION**, provided that the call, including 911 calls, does not conflict with their-then current duties. Fire and emergency personnel of **GLENDALE** may respond to 911 calls regarding the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona.

4. The parties agree that this **AGREEMENT** is mutually beneficial and as such, the **NATION** agrees to hire and pay the entire salary of its fire and emergency personnel without compensation from **GLENDALE**, and **GLENDALE** agrees to hire and pay the entire salaries of its fire and emergency personnel of **GLENDALE** without compensation from the **NATION** in the exercise of any of the provisions of this **AGREEMENT**.

5. Nothing contained herein shall be construed as an employment contract of individual officers of either **GLENDALE** or the **NATION** by the other.

6. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel. The previous sentence notwithstanding, nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022(D). Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Each party must provide to the other party evidence that insurance is in place to cover its liabilities as stated above. In the event any party elects not to provide the indemnification described in this paragraph, such party will post a bond or letter of credit in an amount no less than Five Million (\$5,000,000) Dollars in favor of the other party in order to compensate the other party for any Claims arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The party providing such bond or letter of credit will post the bond or finalize the letter of credit no later than thirty (30) days following the date the last party signs this Agreement, and each party will agree upon the form of any bond or letter of credit. Each party will inform the other party in writing no later than five (5) days following the date the last party signs this Agreement whether it will indemnify the other party or provide a letter of credit or a bond in favor of the other party, and each party will promptly take all necessary steps to effectuate its decision, including but not limited to waiving sovereign immunity in order to provide indemnification.

7. This Agreement may be canceled or terminated by either party at any time upon thirty (30) days prior written notice by certified mail; notices are to be addressed to: Chief of Fire, 6829 North 58<sup>th</sup> Drive, Glendale, Arizona 85301, on behalf of



**GLENDALE** and to the **NATION**, notices shall be addressed to: Chief of Fire, Tohono O'odham Nation, P.O. Box 837, Sells, Arizona 85634. The provisions of this agreement may be amended only upon mutual written agreement of both parties.

8. Except as specifically provided in this Agreement, nothing in this Agreement shall be construed to cede any jurisdiction of either party or to waive any immunities from suit or any other immunity possessed by a party.

**IN WITNESS WHEREOF**, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOHONO O'ODHAM NATION

CITY OF GLENDALE, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Ned Norris, Jr.  
Chairman  
Tohono O'odham Nation

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

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

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

ATTEST:

By: \_\_\_\_\_  
Pam Hanna  
City Clerk

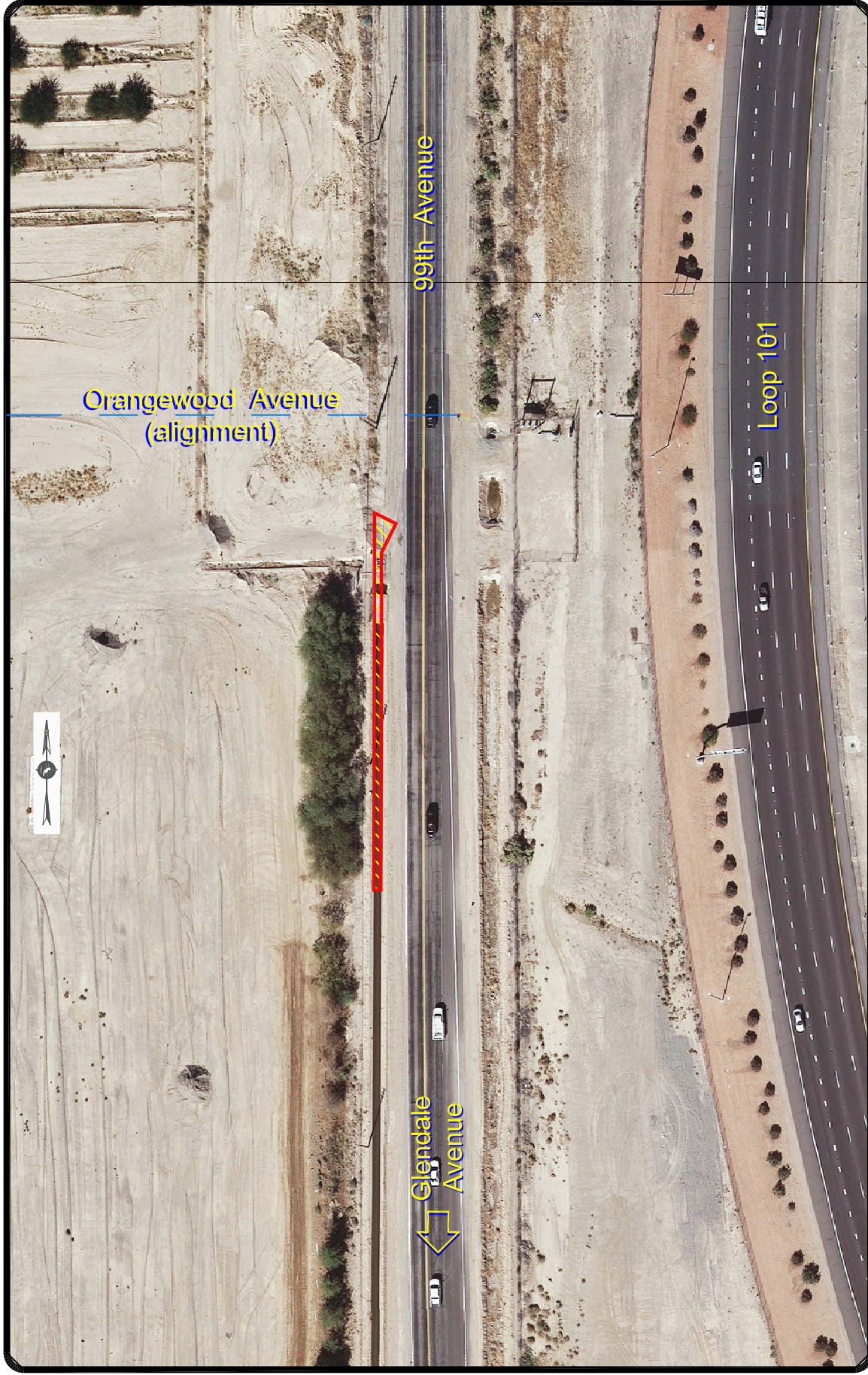
Date: \_\_\_\_\_

APPROVED AS TO FORM:

APPROVED AS TO FORM:

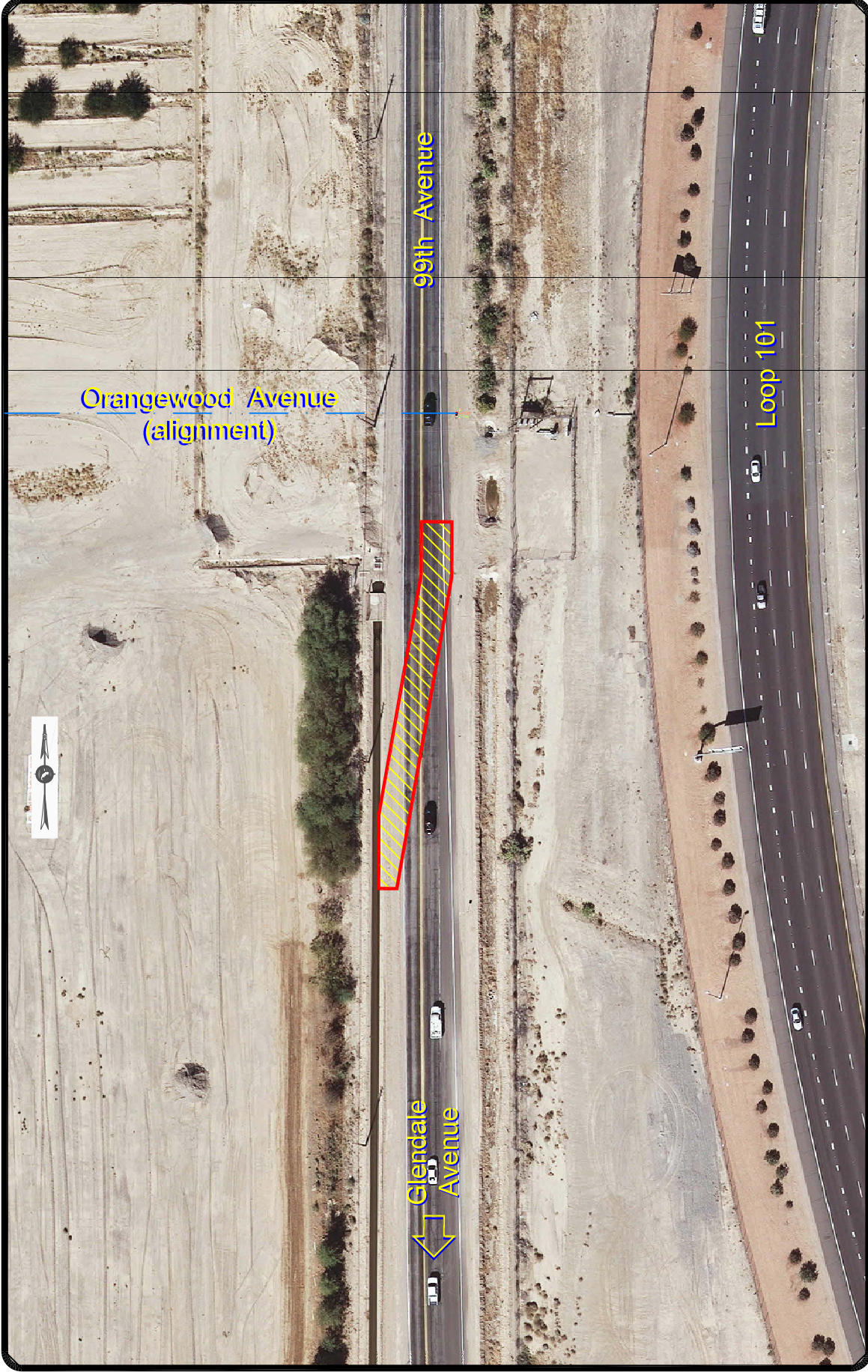
By: \_\_\_\_\_  
Jonathan L. Jantzen  
Attorney General  
Tohono O'odham Nation

By: \_\_\_\_\_  
Michael Bailey  
City Attorney  
City of Glendale



**RIGHT-OF-WAY TO BE DEDICATED TO  
UNITED STATES OF AMERICA**





**UNITED STATES OF AMERICA LAND  
TO BE QUIT CLAIMED TO THE CITY OF GLENDALE**



## Legislation Description

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**File #:** 15-304, **Version:** 1

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**AUTHORIZATION TO ENTER INTO A MUTUAL PROTECTION AND LAW ENFORCEMENT AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE**

Staff Contact: Michael D. Bailey, City Attorney

**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 Mutual Protection and Law Enforcement Agreement between the Tohono O'Odham Nation and the City of Glendale.

**Background**

The City has not previously entered into a Mutual Protection and Law Enforcement Agreement with Tohono O'odham. It is to the mutual benefit of the parties that they enter into said Agreement for mutual protection and assistance in the field of law enforcement.

RESOLUTION NO. 4951 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO A MUTUAL PROTECTION AND LAW ENFORCEMENT AGREEMENT BETWEEN THE TOHONO O'ODHAM NATION AND THE CITY OF GLENDALE.

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

SECTION 1. That is it deemed in the best interest of the City of Glendale and the citizens thereof that a Mutual Protection and Law Enforcement Agreement between the Tohono O'Odham Nation and the City of Glendale be entered into, which is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager and the City Clerk are hereby authorized and directed to execute and deliver any and all necessary documents on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

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

**MUTUAL PROTECTION AND  
LAW ENFORCEMENT AGREEMENT  
BETWEEN THE  
TOHONO O'ODHAM NATION  
AND THE  
CITY OF GLENDALE**

**THIS MUTUAL PROTECTION AND LAW ENFORCEMENT AGREEMENT** (the "Agreement") is entered into between the **TOHONO O'ODHAM NATION**, hereinafter referred to as the "**NATION**" and the **CITY OF GLENDALE**, a political subdivision of the State of Arizona, hereinafter referred to as "**GLENDALE**."

**WITNESSETH :**

**WHEREAS**, it is to the mutual benefit of the parties that they enter into an agreement of mutual protection and assistance in the field of law enforcement.

**WHEREAS, GLENDALE**, by Resolution No. \_\_\_\_\_ and the **NATION**, by Resolution No. \_\_\_\_\_, true and correct copies of which are attached, have approved this joint exercise of powers;

**NOW, THEREFORE, GLENDALE** by virtue of and pursuant to the provisions of A.R.S § 11-951, et seq., and A.R.S § 13-3872, et seq., and the **NATION**, by virtue of and pursuant to the authority contained under the Tohono O'odham Constitution, Article VI, Section 1(f) and Section 1.3 of the Nation's Criminal Code, do hereby enter into this Agreement in order to more efficiently and economically facilitate their capabilities to provide for the maximum amount of protection for public health, safety and welfare of their citizens;

**NOW, THEREFORE**, it is mutually agreed by the parties:

1. Commencing on the date the last party signs this Agreement, and for either (a) a period of three (3) years or (b) upon the execution of an agreement that supersedes this Agreement, **GLENDALE** and the **NATION** agree to cooperate and assist each other to their mutual benefit in the field of law enforcement, as defined more specifically in this Agreement.

2. The **NATION**, through its duly designated and employed tribal police officer(s), agrees to assist and aid the officer(s) of **GLENDALE** within two miles of the boundaries of the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly commissioned and regularly employed officer of **GLENDALE**, provided that the call does not conflict with their then-current duties within the Nation.

3. **GLENDALE**, through its duly designated and employed law enforcement

officer(s), agrees to assist and aid the **NATION** within the boundaries of the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona, when called upon by a duly commissioned and regularly employed officer of the **NATION**, provided that the call, including 911 calls, does not conflict with their then-current duties. Officers of **GLENDALE** may respond to 911 calls received regarding the **NATION'S** property, generally located at 91<sup>st</sup> and Northern Avenues in Maricopa County, Arizona. When responding to calls of the types described in this paragraph, **GLENDALE** officers shall assist in law enforcement for the **NATION** in relation to all crimes set forth in the Nation's Criminal Code.

4. Upon the duly authorized request of a law enforcement officer of **GLENDALE** to a law enforcement officer of the **NATION** for aid, the officer of the **NATION** shall assist in law enforcement for **GLENDALE** in relation to all offenses defined as crimes by the State of Arizona.

5. The parties agree that this **AGREEMENT** is mutually beneficial and as such, the **NATION** agrees to hire and pay the entire salary of the tribal police officer(s) without compensation from **GLENDALE**, and **GLENDALE** agrees to hire and pay the entire salaries of the duly commissioned officer(s) of **GLENDALE** without compensation from the **NATION** in the exercise of any of the provisions of this **AGREEMENT**. The preceding sentence notwithstanding, each party agrees to reimburse the other for any and all customary and reasonable costs incurred due to the performance of each party's obligations under this Agreement, including but not limited to the costs incurred due to a response to a call for aid and assistance pursuant to this Agreement, as well as the cost of any training necessary to enable officers to perform any duties pursuant to this Agreement.

6. Officers of either party shall have the authority to make arrests within the jurisdiction of the other party and to book the suspect in the detention facility of either jurisdiction. The **NATION** will provide its booking forms to **GLENDALE** for this purpose. **GLENDALE** shall notify the **NATION** as soon as possible of such arrest and booking and the **NATION** shall as soon as possible send an officer to take custody of the suspect. In no event shall **GLENDALE** be required to detain a suspect under this agreement more than twenty four (24) hours. If the **NATION** does not pick up such suspect within twenty four (24) hours, **GLENDALE** shall release the suspect.

7. **GLENDALE** and **NATION** will share information on patrol operations, narcotic investigations and all related criminal activities that may occur in each other's jurisdiction. This provision also applies to any operation occurring in both jurisdictions.

8. Nothing contained herein shall be construed as an employment contract of individual officers of either **GLENDALE** or the **NATION** by the other, and when an officer of either party acts under the authority or on behalf of the other party, it shall be under the direct control and supervision of the party having jurisdiction of the offense, except as otherwise specifically provided herein.



9. Each party agrees to maintain adequate insurance coverage for its own equipment and personnel. The previous sentence notwithstanding, nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022(D). Each party (as "Indemnitor") agrees to defend, indemnify, and hold harmless the other party (as "Indemnitee") from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (collectively referred to as "Claims") arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. Each party must provide to the other party evidence that insurance is in place to cover its liabilities as stated above. In the event any party elects not to provide the indemnification described in this paragraph, such party will post a bond or letter of credit in an amount no less than Five Million (\$5,000,000) Dollars in favor of the other party in order to compensate the other party for any Claims arising out of bodily injury of any person (including death) or property damage, but only to the extent that such Claims which result in vicarious/derivative liability to the Indemnitee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. The party providing such bond or letter of credit will post the bond or finalize the letter of credit no later than thirty (30) days following the date the last party signs this Agreement, and each party will agree upon the form of any bond or letter of credit. Each party will inform the other party in writing no later than five (5) days following the date the last party signs this Agreement whether it will indemnify the other party or provide a letter of credit or a bond in favor of the other party, and each party will promptly take all necessary steps to effectuate its decision, including but not limited to waiving sovereign immunity in order to provide indemnification.

10. This Agreement may be canceled or terminated by either party at any time upon thirty (30) days prior written notice by certified mail; notices are to be addressed to: Chief of Police, 6835 N. 57<sup>th</sup> Drive, Glendale, Arizona 85301, on behalf of **GLENDALE** and to the **NATION**, notices shall be addressed to: Chief of Police, Tohono O'odham Nation, P.O. Box 189, Sells, Arizona 85634. The provisions of this agreement may be amended only upon mutual written agreement of both parties.

11. Except as specifically provided in this Agreement, nothing in this Agreement shall be construed to cede any jurisdiction of either party or to waive any immunities from suit or any other immunity possessed by a party.

**IN WITNESS WHEREOF**, this Agreement has been executed and approved by the parties and persons whose signatures appear below.

TOHONO O'ODHAM NATION

CITY OF GLENDALE, a political  
subdivision of the State of Arizona

By: \_\_\_\_\_  
Ned Norris, Jr.  
Chairman  
Tohono O'odham Nation

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

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

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

ATTEST:

By: \_\_\_\_\_  
Pam Hanna  
City Clerk

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

APPROVED AS TO FORM:

APPROVED AS TO FORM:

By: \_\_\_\_\_  
Jonathan L. Jantzen  
Attorney General  
Tohono O'odham Nation

By: \_\_\_\_\_  
Michael Bailey  
City Attorney  
City of Glendale



## Legislation Description

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**File #:** 15-261, **Version:** 1

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**AUTHORIZATION TO ENTER INTO AN AIRPORT LAND LEASE WITH BUTLER AVIATION INVESTMENTS, L.L.C.**

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 an ordinance authorizing the Acting City Manager to enter into an aircraft hangar land lease agreement with Butler Aviation Investments, L.L.C.

**Background**

The area proposed for lease is one of three remaining undeveloped lots located on a former hangar development at the far south end of Glendale Municipal Airport. The three equal-size lots have been vacant since 1997. The applicant proposes to build a 60-foot-wide by 60-foot-deep aircraft storage hangar on one of the vacant lots. The applicant intends to sub-lease the constructed hangar to a tenant who currently occupies two other hangars in the same development area.

The proposed lease term is 20 years with two 10-year options. The lease incorporates an initial maximum construction period of one year that is active until the date a certificate of occupancy is issued, at which time the 20-year term will take effect.

The initial annual land lease rate is \$455.73, with an increase to \$911.46 on the date a certificate of occupancy is issued. The land lease rate is in accordance with the Airport Rates and Charges for New Development that was approved by Council in 2002. There will be a Consumer Price Index adjustment at the end of each year during the full term of the lease.

**Analysis**

Having adequate aircraft storage facilities is important in meeting the needs of the flying public. The proposed hangar will complement the existing box hangars on the south end of the Airport, and be an asset to the city at the end of the lease term. This lease represents the first new development on the Airport since 2003.

**Previous Related Council Action**

On July 23, 2002, Council approved the Land Lease Rates for the Glendale Municipal Airport, (Resolution No. 3600).

**Community Benefit/Public Involvement**

The Glendale Municipal Airport plays a role in meeting the demand for aviation services in the West Valley and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. This land lease will provide the opportunity for an increase in the number of based aircraft, aircraft operations and overall business activity at the Airport. The Airport Administrator provides updates on this and other business development to the Aviation Advisory Commission during their monthly meetings. At their March 18, 2015 meeting, the Aviation Advisory Commission approved forwarding this lease to Council for consideration.

**Budget and Financial Impacts**

The aircraft hangar land lease provides modest, reliable revenue for the Airport. The hangar building becomes city property after the lease term, extending potential revenue opportunities for new development on the site.

ORDINANCE NO. 2937 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE A LAND LEASE AGREEMENT WITH BUTLER AVIATION INVESTMENTS, L.L.C. FOR CERTAIN PROPERTY AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd.; and

WHEREAS, the City desires to lease to Butler Aviation Investments, L.L.C. certain property at the Airport on which to construct a combination aircraft hangar and office building.

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

SECTION 1. That the City has determined that certain property at the Glendale Municipal Airport shall be leased to Butler Aviation Investments, L.L.C.

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute the Land Lease Agreement, a copy of which is on file with the City Clerk of the City of Glendale, leasing certain property as described in said Agreement, to Butler Aviation Investments, L.L.C.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_ day of \_\_\_\_\_, 2015.

\_\_\_\_\_  
MAYOR

ATTEST:

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

APPROVED AS TO FORM:

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

REVIEWED BY:

\_\_\_\_\_  
Acting City Manager  
o\_airport\_butler.doc

**WHEN RECORDED, RETURN TO:**

**City of Glendale  
City Clerk  
5850 West Glendale Avenue  
Glendale, Arizona 85301**

**Agreement No. \_\_\_\_\_**

**LAND LEASE AGREEMENT**

This Lease Agreement (“this Lease”) is executed to be effective the \_\_ day of \_\_\_\_\_, 2015, between the city of Glendale, an Arizona municipal corporation (“the city”), and Butler Aviation Investments, L.L.C. (collectively referred to as “Lessee”).

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd. (the “Airport”); and

WHEREAS, Lessee desires to lease certain property at the Airport on which to construct a combination aircraft hangar and office building, such property containing approximately 4,615 square feet and being more particularly described in Exhibit A attached hereto. (Hereafter, said property will be referred to as the “Property”); and

WHEREAS, the City is willing to lease the Property to Lessee on the terms and conditions specified below.

THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS.

- A. The City hereby leases the Property to Lessee and grants to Lessee the following privileges, uses and rights:
1. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including the runways, approach areas, taxiways and navigational aids.
  2. The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.



substituted therefore.) Thereafter, at the end of each three-year period following a rent adjustment, Lessee's rent shall again be increased by the latest CPI for the previous three years. In the event that the CPI decreases for any three-year period, no rent adjustments shall be made to Lessee's rent for the next three-year period, and Lessee's rent shall again be increased by the CPI at the end of succeeding three-year periods at such time as the CPI again increases.

- C. Lessee shall pay one-twelfth of the annual rent due for the then current lease year, in advance, on the first day of each month. At such time as Lessee's rent increases under Section 3(A) due to the issuance of a Certificate of Occupancy, Lessee shall pay the additional rent due for such Lease year on a pro-rata basis.
- D. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

4. UTILITIES.

Lessee shall pay for all utilities used in its operations at the Airport.

5. IMPROVEMENTS.

- A. Lessee shall make no improvements or modifications to the Property without the prior written consent of the City. Before commencing any improvements or modifications, Lessee shall submit detailed construction plans and specifications to the City, and upon completion of any improvements or modifications, Lessee shall furnish to the City two complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction of improvements or modifications to the Property, Lessee shall secure all applicable building permits and approvals from the City. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications, which the City may deem necessary with regard to the safety of the Property and/or compatibility with the general use of the Airport.
- B. The City may require modifications to the Property necessary for the safety of air navigation. If any improvements or modifications to the Property made by Lessee should interfere with any F.A.A. navigational aid, Lessee shall be responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner.
- C. Prior to the commencement of any construction on the Property, Lessee or Lessee's Contractor shall provide the City with payment and performance bonds in amounts equal to the full amount of the written construction contract pursuant



to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work, and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Each bond shall include a provision allowing the prevailing party in a suit on such bond to recover as part of its judgment such reasonable attorney's fees as may be fixed by the court. Each bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City. Each bond shall be filed with the City Clerk immediately upon execution thereof with a copy to the Airport Manager. In lieu of the bonds provided above, the City will not unreasonably withhold its consent to other forms of financial security.

- D. Lessee shall keep the Property and all improvements thereon free of any mechanic's or material men's liens or liens of any kind or nature for any work done, labor performed or material furnished on or to the Property. If any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the Property within thirty days of notice thereof.
- E. Lessee shall begin construction of any improvements and modifications to the Property within a reasonable period of time following the approval of the City and the issuance of a building permit, if necessary, for the construction. Lessee shall diligently pursue construction of the improvements or modifications and shall complete construction in accordance with the schedule for completion to be agreed upon by the City. All improvements and modifications made by Lessee which become fixtures to the Property shall become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from or through Lessee; provided that if Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures at its own expense without materially damaging the Property, Lessee may remove such fixtures at the termination or expiration of this Lease.

6. ACCEPTANCE; MAINTENANCE; REPAIRS.

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the F.A.A. and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the City shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property or to any of the improvements presently located thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore any improvements placed upon the Property by Lessee.
- B. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary, structural or otherwise. Additionally, Lessee, without limiting the generality hereof, shall:
1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property. Lessee shall be responsible for all janitorial services on the Property;
  2. Be responsible for the maintenance and repair of all utility services lines placed on the Property and used by Lessee exclusively; and
  3. Repair any damage caused by Lessee, or its agents, employees or invitees, to the Airport caused by any hazardous materials, including oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- C. If Lessee fails to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a termination of this Lease or any interference with the possession of the Property, and repair, replace, rebuild or paint any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required, and all costs thereof shall be payable to the City by Lessee on demand; provided that if in the opinion of the City, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, and the City so states in its notice to Lessee, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving of such notice, and Lessee shall pay to the City all costs of such work on

demand. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting there from except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations to be stated otherwise herein.

7. ADDITIONAL OBLIGATIONS OF LESSEE.

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Manager, Lessee shall provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others.
- C. Lessee shall take all reasonable measures:
  - 1. Not to produce on the Airport any disturbance that interferes with the operation by the City or the F.A.A. of air navigational, communication or flight equipment on the Airport; and
  - 2. To reduce to a minimum vibrations tending to damage any equipment, structure or building.
- D. Lessee shall control the conduct and demeanor of its officers, agents, employees, and invitees and, upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- E. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and shall use a system of refuse disposal approved by the City.
- F. Lessee shall not commit nor permit to be done anything which may result in the commission of a nuisance, waste or injury on the Property.
- G. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire

protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.

- H. Lessee shall take measures to ensure security in accordance with generally accepted security procedures.
- I. Lessee shall not do, nor permit to be done, any act or thing upon the Property:
  - 1. Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease; or
  - 2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 for operation of aircraft, and other provisions as applicable to the Property or other contiguous premises at the Airport.
- J. Lessee shall provide prompt written notice to the City of any person or entity performing aircraft maintenance work, flight instruction, air taxi, aircraft charter or aircraft leasing of any sort on the Airport for commercial purposes without a valid permit from the City.
- K. Lessee shall not overload any floor, structure or structural member on the Property, or any paved area on the Airport, and shall repair at Lessee's expense any floor, structure, structural member or any paved area damaged by overloading.
- L. Lessee shall conduct its operations in such a manner as to keep the noise produced by aircraft engines and component parts thereof or any other noise to a minimum by the use of such methods or devices as are practicable, considering the extent and type of the operations of Lessee. In addition, all possible care, caution and precaution shall be used to minimize prop or jet blast interference to aircraft operations or to buildings, structures and roadways now located on, or which in the future may be located on, areas adjacent to the Airport.

8. INGRESS AND EGRESS.

The City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway or taxiway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remains available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remains available to Lessee. Lessee shall not do or permit anything to be done which will interfere with the free

access and passage of others to space adjacent to the Property or to any roadways near the Property.

9. ASSIGNMENT AND SUBLETTING.

- A. Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property without the prior written consent of the City, such consent not to be unreasonably withheld. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least thirty days prior to any transfer of Lessee's interest.
- B. Lessee may mortgage, encumber or assign any portion of its right, title and interest in the leasehold estate created by this Lease to lenders for purposes of financing the initial construction of the capital improvements required by this Lease. Any such mortgage, encumbrance or assignment shall be subject to all of Lessee's obligations under this Lease. No person or entity shall have the right to place any mortgages, deeds of trusts, liens or encumbrances of any nature on the Property, nor shall any permitted assignment result in a subordination, in whole or in part, of the City's rights under this Lease.

10. ADVERTISING SIGNS.

Lessee may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size, and location of signs must be approved in writing by the Airport Manager prior to installation.

11. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Lease by giving Lessee thirty (30) days written notice after the happening of any of the following events:
  - 1. The failure of Lessee to perform any of its obligations under this Lease, provided that Lessee fails to cure its default within said 30-day notice period;
  - 2. The taking of possession for a period of ten (10) days or more of substantially all of the personal property used on the Property belonging to Lessee by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator;

3. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged within thirty (30) days of receipt of actual notice by Lessee.
- B. The City may place Lessee in default of this Lease by giving Lessee 30 days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 30-day notice period, Lessee shall cure said default; otherwise, the City may elect to terminate this Lease or do any of the following:
1. Institute action(s) to enforce this Lease;
  2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of Lessee relet the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;
  3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the City;
  4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;
  5. Exercise any other remedy allowed by law or equity.
- C. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.
- D. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- E. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

12. TERMINATION BY LESSEE.

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty (30) days written notice after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.
- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty (30) consecutive days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. The lawful assumption by the United States Government of the operation, control, or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

13. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee or its agents, employees and invitees (hereinafter referred to collectively as "Lessee" in this Section) in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

14. INSURANCE.

Lessee shall procure and at all times maintain the following types and amounts of insurance for its operations from the Property:

- A. Comprehensive general public liability and property damage insurance in the amount of \$500,000 per person and \$1,000,000 combined single limit per occurrence if Lessee operates the hangars as non-commercial hangars, or in the amount of \$500,000 per person and \$3,000,000 combined single limit per occurrence if Lessee operates the hangars as commercial hangars. Coverage must include broad form contractual, broad form property damage and personal injury, premises operations, independent contractors and subcontractors and fire coverage.
- B. Comprehensive automobile liability insurance for all owned, non-owned and leased vehicles in the amount of \$500,000 per person and \$1,000,000 combined single limit for bodily injury and property damage per occurrence, if Lessee operates the hangars as commercial hangars.
- C. Fire and extended casualty coverage for all improvements and fixtures on the Property, in an amount not less than the full replacement value thereof, to the extent such coverage is available to Lessee.
- D. Hangarkeepers liability insurance in the amount of \$3,000,000 per occurrence if Lessee operates the hangars as commercial hangars.
- E. Worker's compensation and employer's liability coverage in the amounts required by law.
- F. Such other insurance as the City's Risk Manager determines to be necessary for Lessee's operations.

Such insurance shall be in a form satisfactory to and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured and shall require 30 days written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Lease.

15. QUIET ENJOYMENT.

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport.

16. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. Unless otherwise provided



herein, all trade fixtures, equipment, and other personal property installed or placed by Lessee on the Property shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, and for an additional period of ten (10) days after its expiration, to remove the same from the Property; provided that Lessee is not in default of any of its obligations hereunder and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within said 10-day period shall become a part of the Property, and ownership thereto shall vest in the City.

17. NOTICE.

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY:                      City of Glendale  
   Attention: Airport Manager, (623) 930-2188  
   6801 N. Glen Harbor Blvd., #201  
   Glendale, Arizona 85307

TO LESSEE:                         Mr. Adam Butler  
   A Shade Above  
   P.O. Box 6770  
   Phoenix, AZ 85005

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

18. SEVERABILITY.

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

19. TAXES AND LICENSES.

- A. Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Lessee for the period this Lease is in effect.

- B. Lessee acknowledges that it may be a “prime lessee”, as defined in A.R.S. Section 42-1901, and that it may be subject to excise tax liability under this Lease pursuant to A.R.S., Title 42, Chapter 13 as a prime lessee of a government property improvement. Lessee further acknowledges that any failure by Lessee to pay taxes due under A.R.S., Title 42, Chapter 13 after notice and an opportunity to cure shall constitute a default that could result in divesting Lessee of any interest in or right to occupancy of the Property.
- C. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease all licenses and permits required for a business engaged in flight simulation training.

20. LITIGATION

This Lease shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney’s fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Lease and consent to a trial to the court.

21. RULES AND REGULATIONS.

Lessee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the effective date of this Lease. Lessee shall display to the City, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

22. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee’s use, occupancy or security of the Property.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at its own cost, whether for its own benefit or for the benefit of others at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all reasonable times to make such repairs, replacements or alterations thereto

which may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property such systems or parts thereof and, in connection with such maintenance, use the Property for access to other parts of the Airport otherwise not conveniently accessible; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Property by Lessee.

- C. If any personal property of Lessee shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical and other systems, and thus shall interfere with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the City or utility company to do so, the City or the utility company may move it, and Lessee shall pay the cost of such moving upon demand, and Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.
- D. Exercise of any or all of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

23. F.A.A. REQUIRED PROVISIONS.

- A. Lessee shall, in the event facilities are constructed, maintained or otherwise operated on the Property for a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("C.F.R."), D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- B. Lessee agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Property; (2) in the construction of any improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and (3) Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R., D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted

Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.

- C. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.
- D. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- E. Non-compliance with Subsection D shall constitute a material breach thereof, and in the event of such non-compliance, the City shall have the right to terminate this Lease without liability therefore, or, at the election of the City or the United States, either shall have the right to judicially enforce Subsection D.
- F. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- G. Lessee shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subsection. Lessee shall require its covered sub-organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. 152, Subpart E, to the same effect.
- H. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- I. The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

- J. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the Airport.
- K. There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.
- L. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations (“F.A.R.”) Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- M. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R. Part 77 or amendments thereto, or interferes with the runway and/or taxiway “line of sight” of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.
- N. Lessee shall not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.
- O. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1985 (49 U.S.C. 1349a).

24. SURVIVAL OF LESSEE’S OBLIGATIONS.

If this Lease is terminated by the City in accordance with the provisions herein or if the City reenters or resumes possession of the Property as provided herein, all of Lessee’s obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire

unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

25. REMEDIES TO BE NONEXCLUSIVE.

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of, each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

26. TIME IS OF THE ESSENCE.

Time is of the essence with regard to the performance of all of the parties' obligations under this Lease.

27. MISCELLANEOUS.

This Lease constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the parties' successors and assigns.

EXECUTED to be effective on the date specified above.

CITY OF GLENDALE

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

Its: \_\_\_\_\_  
Acting City Manager

ATTEST:

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

APPROVED AS TO FORM:

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

STATE OF ARIZONA    )  
                                  )ss.  
County of Maricopa    )

The foregoing instrument was acknowledged before me this \_\_\_ day of \_\_\_\_\_, 20\_\_ by \_\_\_\_\_, in his or her capacity as \_\_\_\_\_ of the City of Glendale, an Arizona municipal corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:

\_\_\_\_\_

LESSEE





**EXHIBIT 'A'**  
**LEGAL DESCRIPTION**

THAT PORTION OF SECTION 7, TOWNSHIP 2 NORTH, RANGE 1 EAST, OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 7;

THENCE SOUTH 01 DEGREES 30 MINUTES 16 SECONDS WEST, ALONG THE EAST LINE OF SAID SECTION 7, A DISTANCE OF 33.00 FEET, TO A POINT ON THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 7;

THENCE NORTH 89 DEGREES 16 MINUTES 04 SECONDS WEST, ALONG THE SOUTH LINE OF THE NORTH 33.00 FEET OF SAID SECTION 7, A DISTANCE OF 1488.26 FEET;

THENCE SOUTH 00 DEGREES 43 MINUTES 56 SECONDS WEST, A DISTANCE OF 341.36 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 4700.84 FEET;

THENCE SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 166.52 FEET, TO THE SOUTHWESTERLY CORNER OF THE PROPERTY DESCRIBED AS BEING "LEASE SECTIONS ONE" IN EXHIBIT "A" OF DOCUMENT NO. 02-0852771, RECORDS OF MARICOPA COUNTY, ARIZONA;

THENCE CONTINUING SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 310.34 FEET;

THENCE NORTH 26 DEGREES 13 MINUTES 56 SECONDS EAST, A DISTANCE OF 38.95 FEET TO THE POINT OF BEGINNING OF THE HEREIN DESCRIBED PARCEL;

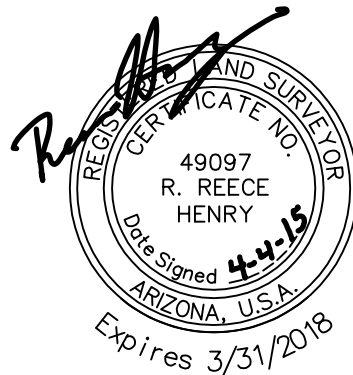
THENCE CONTINUING NORTH 26 DEGREES 13 MINUTES 56 SECONDS EAST, A DISTANCE OF 65.00 FEET;

THENCE SOUTH 63 DEGREES 46 MINUTES 04 SECONDS EAST, A DISTANCE OF 71.00 FEET;

THENCE SOUTH 26 DEGREES 13 MINUTES 56 SECONDS WEST, A DISTANCE OF 65.00 FEET;

THENCE NORTH 63 DEGREES 46 MINUTES 04 SECONDS WEST, A DISTANCE OF 71.00 FEET TO THE POINT OF BEGINNING.

CONTAINING 4,615 SQ.FT.





## Legislation Description

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**File #:** 15-263, **Version:** 1

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### **LAND EXCHANGE BETWEEN CITY OF GLENDALE AND THE UNITED STATES OF AMERICA ALONG 99TH AVENUE, NORTH OF GLENDALE AVENUE**

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 an ordinance authorizing the Acting City Manager to approve a land exchange with the United States Bureau of Reclamation along the west side of 99th Avenue north of Glendale Avenue.

#### **Background**

As part of Dignity Health's construction of the St. Joseph's Westgate Medical Center, located at 7300 North 99th Avenue, the developer was required to pipe an existing federally-owned open irrigation ditch along the west side of 99th Avenue. The northern 240 feet of the alignment for the new pipe falls outside of the current alignment the United States acquired pursuant to an October 1914 quit-claim deed, known as Lateral No. 20 of the Arizona Canal (attached to the proposed Ordinance as Exhibit 1). The developer and the Bureau of Reclamation, the agency that manages the irrigation canal for the United States, have requested a land exchange. The city will deed 872 square feet of existing 99th Avenue roadway right-of-way to the United States in exchange for the United States giving the City 4,792 square feet of its existing fee land.

Consistent with the requirements of State law (A.R.S. §9-405), the city has determined that the land it intends to exchange is surplus, its value is less than \$50,000 and the city has published a notice of its intent to exchange its land with the federal government for not less than 10 days in a newspaper of circulation in Maricopa County. The requisite notice was also posted at Glendale City Hall for 12 consecutive days prior to Council action.

#### **Analysis**

There are no costs incurred by the city for this action. There will be no impact on city departments, staff or service levels as a result of this action. However, it should be noted that while the city is transferring its property to the United States by General Warranty Deed, the city is getting only a quit-claim deed in return. The City Attorney's Office has analyzed the disparity in the type of deeds being exchanged and recommends the approval of this transaction for the following reasons: (1) SRP Land Management, on behalf of the United States, has provided a "Special (Title) Report" that adequately documents any exceptions to title or encumbrances on the United States' land; and (2) the City Attorney's Office recognizes that the Bureau of Reclamation may be barred from providing a "warranty" of its title by the federal Anti-Deficiency Act, 31 U.S.C. §§1341 and 1517.

**Previous Related Council Action**

The city assumed the County's interest in the real property being exchanged by annexing the roadway right-of-way pursuant to Ordinance No. 2548. The Ordinance was passed, approved and adopted by City Council on February 13, 2007.

**Community Benefit/Public Involvement**

The piping of the open irrigation ditch improves the visual character and safety of this stretch of 99th Avenue and is consistent with the city's General Plan.

ORDINANCE NO. 2938 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AN EXCHANGE OF REAL PROPERTY BETWEEN THE CITY OF GLENDALE AND THE UNITED STATES OF AMERICA TO RELOCATE AN IRRIGATION FACILITY LOCATED ALONG 99TH AVENUE AND NORTH OF GLENDALE AVENUE, AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.

WHEREAS, on October 26, 1914, the United States of America acquired title over real property located in the City of Glendale known as Lateral No. 20 of the Arizona Canal, as documented by Exhibit 1 attached hereto, and having the legal description attached as Exhibit A to that Exhibit 1, and

WHEREAS, pursuant to the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187) and all acts amendatory and supplemental thereto, the United States of America continues to hold title to said easement for the purpose of providing irrigation water to the citizens of Glendale; and

WHEREAS, the U.S. Bureau of Reclamation of the Interior Department (“US BOR”) currently holds and administers the United States’ irrigation easement; and

WHEREAS, as documented in Exhibit 2 hereto, on February 2, 1971, the Maricopa County Board of Supervisors obtained an Easement for Highway Purposes in the roadway in the general vicinity of the intersection of 99<sup>th</sup> Avenue and Glendale Avenue pursuant to a deed identified as Fee No. 24 R. Agr. 29286 and recorded with the Maricopa County Recorder’s Office in Docket 8534, Page 671-672; and

WHEREAS, on February 13, 2007, the City of Glendale annexed the same portions of the roadway in the general vicinity of the intersection of 99<sup>th</sup> Avenue and Glendale Avenue, as documented by Exhibit 3 attached hereto, and having the legal description attached as Exhibit A to that Exhibit 3, pursuant to A.R.S. §9-471 and City Ordinance No. 2548, New Series; and

WHEREAS, in the letter dated December 16, 2013 and appended hereto as Exhibit 4, the City of Glendale assured the United States Bureau of Reclamation that it would execute a General Warrant Deed for Case No. 13-010: West Valley Medical Facility, to be located in Section Five (5), Township (2) North, Range One (1) East, Gila and Salt River Meridian, for the purpose of relocating an irrigation facility to support such project; and

WHEREAS, the United States of America and the City of Glendale wish to exchange lands, as provided in A.R.S. §9-405, those properties depicted in Exhibit 5 and legally described

Exhibit A to that Exhibit 5, for the purpose of relocated the irrigation canal in the City's existing right-of-way; and

WHEREAS, the United States of America, through its management agent, Salt River Project, has determined that the value of the real estate the City proposes to exchange with the federal government is less than \$50,000, as documented in Exhibit 6; and

WHEREAS, in accordance with the requirements of A.R.S. §9-405(B), the City published a notice of its intent to complete a land exchange of surplus property with the federal government in a newspaper of general circulation within Maricopa County, together with a description of the property and the terms and conditions of the proposed exchange, as provided in the attached Exhibit 7, for not less than ten (10) days prior to the date of intended disposition of the property; and

WHEREAS, the City has determined that the real property owned in its right-of-way depicted in Exhibit 5 is surplus to its needs and that an exchange of such land with the United States of America is in the public interest; and

WHEREAS, the United States of America agrees to execute and deliver the Quit Claim Deed once the City of Glendale executes the General Warranty Deed transferring the real property located in its right-of-way for the construction of the new irrigation canal and said irrigation facility is operational and functional;

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

SECTION 1. The City hereby exchanges its interest in the real property in the roadway of 99<sup>th</sup> Avenue, north of Glendale Avenue, as documented by Exhibit 3 attached hereto, and having the legal description attached as Exhibit A with the United States of America. Such exchange shall take effect immediately upon the City Council's passage of this ordinance. Title to the released property shall vest in the United State of America as provided by law.

SECTION 2. The Council hereby instructs the City Manager to execute the General Warranty Deed in favor of the United States, which is attached hereto as Exhibit A, and to accept and execute the Quit Claim Deed granting the City the exchanged real property from the United States, once the construction of the new irrigation is complete and the irrigation facility is operational and functional. The United States' Quit Claim Deed to the City is attached hereto as Exhibit B.

SECTION 3. The City Clerk is accordingly instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder's Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this \_\_\_\_\_ day of \_\_\_\_\_, 2015.

---

M A Y O R

ATTEST:

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City Clerk (SEAL)

APPROVED AS TO FORM:

---

City Attorney

REVIEWED BY:

---

Acting City Manager

o\_eng\_us bor.doc

## EXHIBIT 1

Office Copy  
QUIT CLAIM DEED

Gmy

This Indenture, made the 26 day of October, 1914, between W. H. May and Martha D. May, his wife, R. S. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, the parties of the first part, and The United States of America, the party of the second part,

Witnesseth: That the said parties of the first part, for and in consideration of the sum of One (\$1.00) Dollar to them in hand paid, in lawful money of the United States of America, in pursuance of the provisions of the Act of June 17, 1902 (32 Stat. 388), the receipt whereof is hereby confessed and acknowledged, have remise, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said party of the second part, and to its assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have in and to the following described real estate and property situated in the County of Maricopa, and State of Arizona, to-wit:

That certain ditch known as a sublatera from Lateral No. 20 of the Arizona Canal, as it is now constructed through, over and across the Northeast quarter and the Southeast quarter of Section Five (5), all in Township Two (2) North, Range One (1) East, G. & S. R. B. & M., the center line of the right of way for said ditch being more particularly described as follows: Commencing at the Northeast corner of Section Five, Township Two (2) North, Range One (1) East, G. & S. R. B. & M., thence South Thirty-three (33.0) feet and West Thirteen (13.0) feet to the point of beginning; thence South 0 deg. 02' West, Twenty-five Hundred Fifty and Five-tenths (2550.5) feet (the said line being used as a base having a magnetic bearing of South 14 deg. 20' East) (which is a point Thirteen (13) feet West of the East quarter corner of Section Five); thence South 0 deg. 02' West, One Hundred Six and Three-tenths (106.3) feet; thence South 9 deg. 56' West, Two Hundred Thirteen (213.0) feet; thence South 0 deg. 17' West, Twelve Hundred Eighty-four and One-tenth (1284.1) feet; thence South 38 deg. 41' West, Six Hundred Forty-three and Five-tenths (643.5) feet; thence South 0 deg. 44' East, Three Hundred Sixty (360.0) feet; thence South 42 deg. 18' West, One Hundred Fifty-six and Three-tenths (156.3) feet; thence South 89 deg. 28' West, Thirty-two (32.0) feet; thence South 0 deg. 32' East, Seventy (70.0) feet (which is a point on the center line of the East and West road.

To Have and To Hold the same, together with all and singular the appurtenances and privileges thereunto belonging, or in any wise appertaining, and all the estate, right, title, interest and claim whatsoever of the said parties of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof of the said party of the second part, and its assigns forever.

113/401



In Witness Whereof, the said parties of the first part have hereunto set their hands and seals the day and year first above written.

Signed and delivered in the presence of

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

\_\_\_\_\_  
D. O. Addington (Seal)  
M. V. B. Addington (Seal)  
W. H. May (Seal)  
Martha D. May (Seal)  
R. E. Eastman (Seal)  
Geo. N. Morgan (Seal)  
Louisa Morgan (Seal)

STATE OF ARIZONA

County of Maricopa

ss.

Before me, W. J. G. Demuth, a Notary Public in and for the County of Maricopa, State of Arizona, on this day personally appeared

W. H. May and Martha D. May, his wife, R. E. Eastman, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife

known to me to be the persons whose names are subscribed to the foregoing instrument, and acknowledged to me that they executed the same for the purposes therein expressed.

Given under my hand and seal of office, this 26 day of October, 1914.

W. J. G. Demuth  
Notary Public.

(Seal)

(My commission expires

Sept. 17, 1918)

6632

ROM

to

MO

Recorder's Office  
Phoenix, Maricopa Co., Ariz.

Filed and recorded at  
request of MRCO  
Jul. 1, 1915 at 2:44 PM

Book 113 Deeds Pages  
401-402,

Vernon H. Vaughan  
County Recorder

State of Arizona  
County of Maricopa  
Vernon H. Vaughan,  
County Recorder in & for  
the County & state  
aforesaid do hereby  
certify that the  
within instrument  
was filed for record  
at 2:44 o'clock P.M.  
on this 1 day of July  
1915 and duly re-  
corded in Book No.  
113 of Deed Records  
of Maricopa County  
Arizona, at page  
401 & 402.  
I witness my hand  
& official seal this day  
& year above written.  
Vernon H. Vaughan  
County Recorder.

***SPECIAL REPORT***

**SCHEDULE A**

First Amended

1. This report is for informational purposes only and is not to be considered as a commitment to issue any form of Title Insurance Policy. This report is for the sole use and benefit of the parties set forth in Number 2 below and liability is hereby limited to the amount of the fee paid.

This report was prepared from only those items of public record shown in the title plant indices of the issuing company to show the condition of title as reflected by same. Those items to which the hereinafter described land is subject are set forth in Schedule B, Part Two. No attempt has been made to reflect the condition of title relating to the items set forth in Schedule B, Part One.

2. For the use and benefit of:

SRP Land Management

3. The Title to the fee estate in the land described herein is at this date hereof vested in:

United States of America

4. The land referred to in this report is situated in Maricopa County, Arizona, and is described as:

**SEE EXHIBIT "A" ATTACHED HEREIN**

Search made to September 03, 2013 at 7:30 A.M.

***FIRST AMERICAN TITLE INSURANCE COMPANY***

***By: Ron Ciaramella/rc (949)885-2451***

**EXHIBIT "A"**

PARCEL NO. 1:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE AREA OF A SUB LATERAL FROM LATERAL NO. 20 OF THE ARIZONA CANAL AS DESCRIBED IN THAT CERTAIN INDENTURE FROM W.H. MAY AND MARTHA D. MAY, HIS WIFE, R.E. EASTHAM, A WIDOWER, M.V.B. ADDINGTON AND D.E. ADDINGTON, HIS WIFE, GEO N. MORGAN AND LOUISA MORGAN, HIS WIFE, TO THE UNITED STATES OF AMERICA DATED OCTOBER 26, 1914, RECORDED JULY 1, 1915, IN BOOK 113 OF DEEDS AT PAGE 401 - 402, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NORTH 240.60 FEET OF THE SOUTH 2,538.18 FEET OF SAID SE 1/4 OF SECTION 5.

EXCEPT ANY PORTION THEREOF LYING WEST OF THE WEST LINE OF THE EAST 55.00' OF SAID SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST OF THE GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA;

AND EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A 1/2" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 AND THE MONUMENT LINE OF 99TH AVENUE, A DISTANCE OF 71.26 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 41.02 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 26 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 21.63 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 221.16 FEET;

THENCE NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 225.77 FEET;

THENCE NORTH 26 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 26.25 FEET;

THENCE SOUTH 63 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

BASED ON A WIDTH OF 20.00 FEET FOR SAID SUB LATERAL, BEING 10.00 FEET EAST AND 10.00 FEET WEST OF THE CENTERLINE AS DESCRIBED IN SAID INDENTURE. SAID 20 FOOT WIDTH, IS DETERMINED BY SRP THE NECESSARY WIDTH TO OPERATE AND MAINTAIN SAID SUB LATERAL.

PARCEL NO. 2:

A PARCEL OF LAND IN THE SOUTHEAST QUARTER OF SECTION FIVE (5), TOWNSHIP TWO (2) NORTH, RANGE ONE (1) EAST, GILA AND SALT RIVER MERIDIAN, MARICOPA COUNTY, ARIZONA, BEING MORE

PARTICULARLY DESCRIBED AS FOLLOWS:

ALL THAT PORTION OF THE AREA OF A SUB LATERAL FROM LATERAL NO. 20 OF THE ARIZONA CANAL AS DESCRIBED IN THAT CERTAIN INDENTURE FROM W.H. MAY AND MARTHA D. MAY, HIS WIFE, R.E. EASTHAM, A WIDOWER, M.V.B. ADDINGTON AND D.E. ADDINGTON, HIS WIFE, GEO. N. MORGAN AND LOUISA MORGAN, HIS WIFE, TO THE UNITED STATES OF AMERICA DATED OCTOBER 26, 1914, RECORDED JULY 1, 1915, IN BOOK 113 OF DEEDS AT PAGE 401 - 402, RECORDS OF MARICOPA COUNTY, ARIZONA, LYING WITHIN THE NORTH 994.92 FEET OF THE SOUTH 2,297.58 FEET OF SAID SE 1/4 QUARTER OF SECTION 5.

EXCEPT ANY PORTION THEREOF LYING WITHIN THE FOLLOWING DESCRIBED AREA:

COMMENCING AT A 1/2" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST, ALONG THE EAST LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 5 AND THE MONUMENT LINE OF 99TH AVENUE, A DISTANCE OF 311.86 FEET;

THENCE DEPARTING SAID EAST LINE OF THE SOUTHEAST QUARTER NORTH 89 DEGREES 56 MINUTES 20 SECONDS WEST, A DISTANCE OF 50.50 FEET TO THE POINT OF BEGINNING;

THENCE SOUTH 00 DEGREES 03 MINUTES 40 SECONDS WEST A DISTANCE OF 994.83 FEET;

THENCE SOUTH 87 DEGREES 50 MINUTES 09 SECONDS WEST A DISTANCE OF 20.00 FEET;

THENCE NORTH 00 DEGREES 03 MINUTES 40 SECONDS EAST A DISTANCE OF 995.60 FEET;

THENCE SOUTH 89 DEGREES 56 MINUTES 20 SECONDS EAST A DISTANCE OF 20.00 FEET TO THE POINT OF BEGINNING;

BASED ON A WIDTH OF 20.00 FEET FOR SAID SUB LATERAL, BEING 10.00 FEET EAST AND 10.00 FEET WEST OF THE CENTERLINE AS DESCRIBED IN SAID INDENTURE. SAID 20 FOOT WIDTH, IS DETERMINED BY SRP THE NECESSARY WIDTH TO OPERATE AND MAINTAIN SAID SUB LATERAL.

## SCHEDULE B

### PART ONE:

1. Taxes or assessments which are not shown as existing liens by the records of any taxing authority that levies taxes or assessments on real property or by the public records.  
  
Proceedings by a public agency which may result in taxes or assessments, or notices of such proceedings, whether or not shown by the records of such agency or by the public records.
2. Any facts, rights, interests or claims which are not shown by the public records but which could be ascertained by an inspection of the land or by making inquiry of persons in possession thereof.
3. Easements, liens, or encumbrances, or claims thereof, which are not shown by the public records.
4. Discrepancies, conflicts in boundary lines, shortage in area, encroachments, or any other facts which a correct survey would disclose, and which are not shown by the public records.
5. (a) Unpatented mining claims; (b) reservations or exceptions in patents or in Acts authorizing the issuance thereof; (c) water rights, claims or title to water; whether or not the aforementioned matters excepted are shown by the public records.
6. Any lien, or right to a lien, for services, labor or material heretofore or hereafter furnished, imposed by law and not shown by the public records.
7. Lack of a right of access to and from the land.

## SCHEDULE B

(All recording data refers to records in the office of the County Recorder in the County in which the land is situated.)

### EXCEPTIONS:

1. Taxes for the full year of 2013.  
(The first half is due October 1, 2013 and is delinquent November 1, 2013. The second half is due March 1, 2014 and is delinquent May 1, 2014 .)
2. A plat recorded in Book 2, Page 14 of Road Maps, purporting to show a county roadway.
3. An easement for highway and incidental purposes in the document recorded as Docket 8534, Page 671.
4. An easement for road or highway and incidental purposes in the document recorded as Docket 8534, Page 674.
5. An easement for gas lines and incidental purposes in the document recorded as 84-39318 of Official Records.
6. All matters disclosed in Records of Survey recorded as Book 816 of Maps, Page 16
7. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Minor Land Division-Lot split for ATC Realty Sixteen, Inc., as recorded in Plat Book 1115, Page(s) 20, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
8. Restrictions, dedications, conditions, reservations, easements and other matters shown on the plat of Minor Land Division-Lot split for ATC Realty Sixteen, Inc., as recorded in Plat Book 1151, Page(s) 11, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
9. Declaration of Covenants, Conditions and Restrictions recorded in 2012-465806, of Official Records, but deleting any covenant, condition or restriction indicating a preference, limitation or discrimination based on race, color, religion, sex, handicap, familial status or national origin to the extent such covenants, conditions or restrictions violate 42 USC 3604(c).
10. The terms and provisions contained in the document entitled "Memorandum of Infrastructure Agreement and Notice of Access Rights and Lien" recorded May 31, 2012 as 2012-465807 of Official Records.

and thereafter first amendment recorded as 2013-191867, of Official Records

11. The terms and provisions contained in the document entitled "Traffic Signal Installation and Reimbursement Agreement" recorded May 31, 2012 as 2012-465808 of Official Records.
12. The terms and provisions contained in the document entitled "Maintenance and Access Agreement" recorded February 28, 2013 as 2013-192377 of Official Records.
13. All matters as set forth in Declaration of Use Restrictions, recorded June 26, 2013 as 2013-585105 of Official Records.
14. Water rights, claims or title to water, not shown by the public records.

**End of Schedule B**



**First American Title  
Insurance Company  
National Commercial  
Services**



**The First American  
Corporation**

## **PRIVACY POLICY**

### **We Are Committed to Safeguarding Customer Information**

In order to better serve your needs now and in the future, we may ask you to provide us with certain information. We understand that you may be concerned about what we will do with such information - particularly any personal or financial information. We agree that you have a right to know how we will utilize the personal information you provide to us. Therefore, together with our parent company, The First American Corporation, we have adopted this Privacy Policy to govern the use and handling of your personal information.

### **Applicability**

This Privacy Policy governs our use of the information which you provide to us. It does not govern the manner in which we may use information we have obtained from any other source, such as information obtained from public records or from another person or entity. First American has also adopted broader guidelines that govern our use of personal information regardless of its source. First American calls these guidelines its *Fair Information Values*, a copy of which can be found on our web site at [www.firstam.com](http://www.firstam.com).

### **Types of Information**

Depending upon which of our services you are utilizing, the types of nonpublic personal information that we may collect include:

- Information we receive from you on applications, forms and in other communications to us, whether in writing, in person, by telephone or any other means;
- Information about your transactions with us, our affiliated companies, or others; and
- Information we receive from a consumer reporting agency.

### **Use of Information**

We request information from you for our own legitimate business purposes and not for the benefit of any nonaffiliated party. Therefore, we will not release your information to nonaffiliated parties except: (1) as necessary for us to provide the product or service you have requested of us; or (2) as permitted by law. We may, however, store such information indefinitely, including the period after which any customer relationship has ceased. Such information may be used for any internal purpose, such as quality control efforts or customer analysis. We may also provide all of the types of nonpublic personal information listed above to one or more of our affiliated companies. Such affiliated companies include financial services providers, such as title insurers, property and casualty insurers, and trust and investment advisory companies, or companies involved in real estate services, such as appraisal companies, home warranty companies, and escrow companies. Furthermore, we may also provide all information we collect, as described above, to companies that perform marketing services on our behalf, on behalf of our affiliated companies, or to other financial institutions with whom we or our affiliated companies have joint marketing agreements.

### **Former Customers**

Even if you are no longer our customer, our Privacy Policy will continue to apply.

### **Confidentiality and Security**

We will use our best efforts to ensure that no unauthorized parties have access to any of your information. We restrict access to nonpublic personal information about you to those individuals and entities who need to know that information to provide products and services to you. We will use our best efforts to train and oversee our employees and agents to ensure that your information will be handled responsibly and in accordance with this Privacy Policy and First American's *Fair Information Values*. We currently maintain physical, electronic, and procedural safeguards that comply with federal regulations to guard your nonpublic personal information.

## EXHIBIT 2

FEB 16 71-2 12

PK 8534 71-671

STATE OF ARIZONA  
County of Maricopa

ss. I hereby certify that the within instrument was filed and recorded

Fee No. 24-R. AGH.

IN DOCKET & Page 8 5 3 4 PAGE 671-672 and indexed in

MARICOPA CO. ED. OF SUPERVISORS

29286

When recorded, return to:  
Maricopa County Board of Supervisors

Witness my hand and official seal.

PAUL H. MARGTON

County Recorder

By

*E. J. Walker*

Deputy Recorder

Compared Photostated Fee: n/c

### EASEMENT FOR HIGHWAY PURPOSES

ITEM NO. K-2201

14-2-57-1

R/W # 23-271

Bob L. Phillips and Rubye Phillips, his wife

GRANTORS,

for and in consideration of the sum of One Dollar and other valuable consideration, receipt of which is hereby acknowledged, do hereby grant to MARICOPA COUNTY, a political subdivision of the State of Arizona, its successors, and assigns, a permanent easement and right-of-way, for the following purposes, namely: The right to enter upon the hereinafter described land and grade, level, fill, drain, pave, build, maintain, repair and rebuild a road or highway, including incidental purposes consistent therewith, together with such bridges, culverts, ramps and cuts as may be necessary, on, over, under, and across the ground embraced within the right-of-way situated in the County of Maricopa, State of Arizona, and described as follows:

The West Twenty-two(22) feet of the East Fifty-five(55) feet of the North one-half of the Southeast one-quarter(N $\frac{1}{2}$  of SE $\frac{1}{4}$ ) of Section Five(5), Township Two(2) North, Range One(1) East of the Gila and Salt River Base and Meridian, Maricopa County, Arizona.

EXCEPT any part lying within the following described property: BEGINNING at the East one-quarter corner of said Section 5; thence West along the East-West middle line of said Section 1700 feet more or less to the Salt River Power boundary; thence Southwesterly along said Salt River Power boundary 140 feet more or less; thence Easterly a distance of 1780 feet more or less to a point on the East boundary line of said Section, 50 feet South of the East quarter corner; thence North 50 feet to the point of beginning.

M.C.H.D. Proof  
*[Signature]*  
1/20/71  
Checked  
*[Signature]*  
Approved  
*[Signature]*  
1/23/71  
*[Signature]*

To have and to hold the said easement and right-of-way unto Maricopa County, a political subdivision of the State of Arizona and unto its successors and assigns forever, together with the right of ingress and egress to permit the economical operation and maintenance of said public highway and all incidents thereto, and together with the right to authorize, permit, and license the use thereof for utilities or other public purposes not inconsistent with its primary use as a highway.

And the Grantors hereby covenant that they are lawfully seized and possessed on this aforementioned tract or parcel of land; that they have a good and lawful right to sell and convey it; and that they will warrant the title and quiet possession thereto against the lawful claim of all persons.

The said easement to include the right to cut back and trim such portion of the branches and tops of the trees now growing or that may hereafter grow upon the above described premises, as may extend over said right-of-way, so as to prevent the same from interfering with the efficient maintenance and operation of said public highway.

In the event the right, privilege and easement herein granted shall be abandoned and permanently cease to be used for the purposes herein granted all rights herein granted shall cease and revert to the grantors, their heirs or assigns.

Wherever in the foregoing instrument the plural is used, it will be read as singular when necessary, and wherever words indicating gender are employed they will apply to either masculine, feminine or neuter as the context requires.

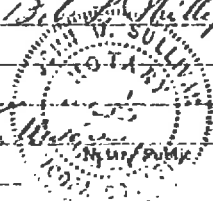
Dated this 2<sup>nd</sup> day of February, 1971

\_\_\_\_\_(Seal) *Bob L. Phillips* \_\_\_\_\_(Seal)  
\_\_\_\_\_(Seal) *Rubye Phillips* \_\_\_\_\_(Seal)

STATE OF ARIZONA } ss. This instrument was acknowledged before me this 2<sup>nd</sup> day of

County of MARICOPA } *February*, 1971 by *Bob L. Phillips*  
*Rubye Phillips, his wife*

*John W. Sullivan*  
My commission expires *June 22, 1972*



DKT 8534 - 672

08548

STATE OF ARIZONA  
COUNTY OF MARICOPA

Project No. #23-271, 99th Ave.  
Item No. K-2201 (Phillips)

Recommended for approval: \_\_\_\_\_  
P & Z Chief Cartographer

*[Signature]*  
County Engineer

ACCEPTED:  
MARICOPA COUNTY BOARD OF  
SUPERVISORS

ATTEST:

by *[Signature]*  
Chairman of the Board

*[Signature]*  
Clerk of Board of Supervisors

Date: February 8, 1971

Unofficial Document

PHOTOSTATIC COPIES REQUESTED  
/ MARICOPA COUNTY HIGHWAY DEPT.  
/ MARICOPA COUNTY P & Z COMM.

## EXHIBIT 3

Recorded By:

City Clerk's Office  
City of Glendale  
5850 West Glendale Avenue  
Glendale, AZ 85301-2599

OFFICIAL RECORDS OF  
MARICOPA COUNTY RECORDER  
HELEN PURCELL  
ELECTRONIC RECORDING  
20080144787,02/20/2008 09:03,  
O2548-7-1-1--N

ORDINANCE NO. 2548 NEW SERIES

ELAINE M. SCRUGGS  
MAYOR

ATTEST:

PAMELA HANNA  
City Clerk

STATE OF ARIZONA )  
County of Maricopa ) ss  
City of Glendale )

(SEAL)

APPROVED AS TO FORM:

CRAIG TINDALL  
City Attorney

I, the undersigned, Darcie McCracken, being the duly appointed and qualified Deputy City Clerk of the City of Glendale, Maricopa County, Arizona, certify that the foregoing Ordinance No. 2548 New Series is a true, correct, and accurate copy of Ordinance No. 2548 New Series, passed and adopted at a regular meeting of the Council of the City of Glendale, held on the 13<sup>th</sup> day of February, 2007, at which a quorum was present and voted in favor of said Ordinance.

REVIEWED BY:

Pam Kavanaugh  
Asst. City Manager

Given under my hand and seal this 15th day of February, 2008.

  
DEPUTY CITY CLERK

ORDINANCE NO. 2548 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXTENDING AND INCREASING THE CORPORATE LIMITS OF THE CITY OF GLENDALE, MARICOPA COUNTY, STATE OF ARIZONA, PURSUANT TO THE PROVISIONS OF TITLE 9, CHAPTER 4, SECTION 9-471, ARIZONA REVISED STATUTES AND AMENDMENTS THERETO, BY ANNEXING THERETO CERTAIN TERRITORY LOCATED WITHIN AN EXISTING COUNTY ISLAND OF THE CITY OF GLENDALE TO BE KNOWN AS ANNEXTION AREA NO. 159.

WHEREAS, the City of Glendale on October 30, 2006 filed in the Maricopa County Recorder's Office a blank petition requesting annexation and setting forth a description and an accurate map of all the exterior boundaries of the territory located within an existing county island of the City to be annexed;

WHEREAS, after filing the blank petition, the City of Glendale held a public hearing on November 28, 2006 to discuss the annexation proposal. The public hearing was held in accordance with applicable state law;

WHEREAS, signatures on petitions filed for annexation were not obtained for a waiting period of thirty (30) days after the filing of the blank petition;

WHEREAS, within one year after the last day of the thirty (30) day waiting period, a petition in writing was circulated and signed by the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation, as shown by the last assessment of the property, and filed in the office of the Maricopa County Recorder's Office on December 12, 2006;

WHEREAS, no alterations increasing or reducing the territory sought to be annexed were made after the petition had been signed by a property owner;

WHEREAS, all information contained in the filings, the notices, the petition, tax and property rolls and other matters regarding a proposed or final annexation were made available by the Clerk of the City of Glendale for public inspection during regular business hours;

WHEREAS, a zoning classification which permits densities and uses no greater than those permitted by the county immediately prior to annexation will be applied by the City of Glendale to the annexation area; and

WHEREAS, the Mayor and Council of the City of Glendale, Arizona are desirous of complying with said petitions and extending and increasing the corporate limits of the City of Glendale to include said territory.

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

SECTION 1. That the following described territory be, and the same hereby is, annexed to the City of Glendale, and that the present corporate limits be extended and increased to include the following described territory contiguous to the present City limits of Glendale, to wit:

(See Exhibit "A" attached hereto and incorporated herein by this reference.)

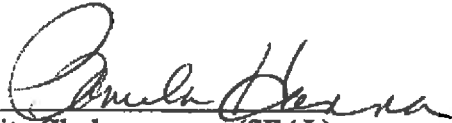
SECTION 2. That the City of Glendale zoning classification of A-1 (Agricultural) be applied to the territory described in Exhibit "A" in accordance with Arizona Revised Statutes Sec. 9-471(L) and that the effective date of this classification shall be the same as the effective date of this annexation ordinance.

SECTION 3. That a copy of this ordinance, together with an accurate map of the territory hereby annexed to the City of Glendale, certified by the Mayor and Council of said City, be forthwith filed and recorded in the office of the Maricopa County Recorder of Maricopa County, Arizona.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 13<sup>th</sup> day of February, 2007.

  
MAYOR

ATTEST:

  
City Clerk (SEAL)

APPROVED AS TO FORM:

  
City Attorney

REVIEWED BY:

  
City Manager



Wood, Patel & Associates, Inc.  
(602) 335-8500  
www.woodpatel.com

October 19, 2006  
WP# 052631.S1P  
Page 1 of 3  
See Exhibit "A"

**PARCEL DESCRIPTION**  
**Glendale Park and Ride**  
**Proposed Annexation Parcel**

All that certain parcel of land described in Document No. 2005-1096040, Maricopa County Records (M.C.R.) (designated as record 1 for future reference in this description) lying within Section 4, and a parcel of land lying within Sections 4 and 5, all within Township 2 North, Range 1 East, of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

Commencing at the southwest corner of said Section 4, a 3-inch Maricopa County Department of Transportation brass cap flush, from which the west quarter corner of said section, a 2-inch aluminum cap flush, bears North 00°03'37" East (basis of bearing), a distance of 2609.50 feet (South 00°03'47" West, 2608.49 feet, record 1);

THENCE along the south line of said Section 4, North 88°07'54" East (North 88°08'03" East, record 1), a distance of 532.91 feet;

THENCE leaving said south line, North 01°52'06" West (North 01°51'57" West, record 1), a distance of 55.00 feet, to the north line of the south 55 feet of said Section 4 and the POINT OF BEGINNING;

THENCE along said north line, South 88°07'54" West, a distance of 533.16 feet, to the north line of the south 55 feet of said Section 5;

THENCE leaving said north line, along said north line, South 87°36'18" West, a distance of 52.94 feet, to the west line of the east 55 feet of said Section 5;

THENCE leaving said north line, and along said west line, North 00°03'37" East, a distance of 2556.81 feet;

THENCE continuing along said west line, North 00°03'12" East, a distance of 583.33 feet;

THENCE leaving said west line, South 89°56'48" East, a distance of 88.00 feet, to the northwest corner of said certain parcel of land, and a point of intersection with a non-tangent curve;

THENCE along the northerly line of said certain parcel, northeasterly along said curve, having a radius of 1592.84 feet (1592.84 feet, record 1), concave southeasterly, whose radius bears South 78°12'11" East, through a central angle of 22°47'40", a distance of 633.70 feet (634.47 feet, record 1), to a 3-inch Arizona Department of Transportation (ADOT) aluminum cap at the most northern corner of said certain parcel and a point of intersection with a non-tangent line;

THENCE leaving said northerly line, along the easterly line of said certain parcel, South 10°12'02" West, a distance of 709.82 feet (South 10°10'39" West, 709.47 feet, record 1), to a 3-inch ADOT aluminum cap and the beginning of a curve;

THENCE southerly along said curve, having a radius of 2414.43 feet (2421.83 feet, record 1), concave easterly, through a central angle of 31°35'51" (31°30'31", record 1), a distance of 1331.51 feet (1331.83 feet, record 1), to a 3-inch aluminum cap and a point of intersection with a non-tangent line;

Parcel Description  
Glendale Park and Ride  
Proposed Annexation Parcel

October 19, 2006  
WP# 052631.S1P  
Page 2 of 3  
See Exhibit "A"

THENCE South 22°08'46" East, a distance of 308.48 feet (South 22°09'41" East 308.32 feet, record 1), to a 3-inch ADOT aluminum cap on the westerly right-of-way line of Aqua Fria Freeway (Northwest Outer Loop (State Route 417)) as shown on Arizona Department of Transportation Project No. RBA-600-0-701 Drawing No. D-7-T-813, (designated as record 2 for future reference in this description);

THENCE continuing along said easterly line and southerly prolongation thereof, and along said westerly right-of-way line, South 17°04'08" East (South 17°05'20" East, record 2), a distance of 475.50 feet (475.68 feet, record), to a 3-inch ADOT aluminum cap;

THENCE leaving said easterly line and said southerly prolongation, South 08°14'29" East, a distance of 275.69 feet (South 08°14'30" East, 275.66 feet, record 2), to a 3-inch ADOT aluminum cap;

THENCE South 00°18'58" East, a distance of 575.97 feet (South 00°20'08" East, 575.97 feet, record 2), to a 3-inch ADOT aluminum cap;

THENCE South 20°14'09" West, a distance of 87.25 feet (South 21°30'08" West, 88.24 feet, record), to a 3-inch ADOT aluminum cap;

THENCE South 65°42'06" West, a distance of 27.03 feet (South 66°19'58" West, 26.92 feet, record 2) to a 3-inch ADOT aluminum cap flush;

THENCE South 01°52'06" East, a distance of 10.00 feet, to the POINT OF BEGINNING.

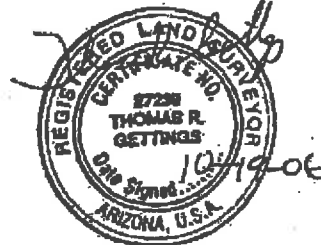
#### EXCEPTING THEREFROM

The north 50 feet of the east 50 feet of the west 83 feet of the northwest quarter of the southwest quarter of said Section 4;

Containing 30.2286 acres, or 1,316,757 square feet of land, more or less.

Subject to existing rights-of-way and easements.

This parcel description is based on client provided information and is located within an area surveyed by Wood, Patel & Associates, Inc. during the month of February, 2006 and any monumentation noted in this parcel description is within acceptable tolerance (as defined in Arizona Boundary Survey Minimum Standards dated 02/14/2002) of said positions based on said survey



NORTHWEST CORNER OF SECTION 4, T.2N., R.1E.  
 3" BRASS CAP IN HANDHOLE  
 MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION

3" ADOT ALUMINUM CAP

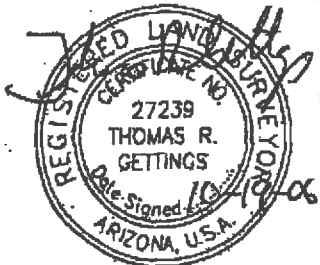
CURVE TABLE			
CURVE	DELTA	RADIUS	ARC
C1	22°47'40"	1592.84'	633.70'
C2	31°35'51"	2414.43'	1331.51'

LINE TABLE		
LINE	BEARING	DISTANCE
L1	N88°07'54"E	532.91'
L2	N01°52'06"W	55.00'
L3	S88°07'54"W	533.16'
L4	S87°36'18"W	52.94'
L5	N00°03'12"E	583.33'
L6	S89°56'48"E	88.00'
L7	S10°12'02"W	709.82'
L8	S22°08'46"E	308.48'
L9	S17°04'08"E	475.50'
L10	S08°14'29"E	275.69'
L11	S00°18'58"E	575.97'
L12	S20°14'09"W	87.25'
L13	S65°42'06"W	27.03'
L14	S01°52'06"E	10.00'

WEST 1/4 CORNER OF SECTION 4, T.2N., R.1E.  
 2" ALUMINUM CAP FLUSH

EAST-WEST MID-SECTION LINE

50'X50' WELL SITE EXCEPTION  
 ROOSEVELT IRRIGATION DISTRICT  
 PARCEL #142-56-017



N00°03'37"E 2609.50'  
 99th AVENUE N00°03'37"E 2556.81'

CITY OF GLENDALE  
 DOC. 2005-1096040, M.C.R. 81  
 AGUA FRIA FREEWAY (NORTHWEST OUTER LOOP [STATE ROUTE 417])  
 (PROJ. NO. RBA-600-0-701 DRAWING NO. 0-7-T-813)

PROPOSED ANNEX. PARCEL  
 L13 L12 L11 L10 L9 L8 L7 L6 L5 L4

SOUTH QUARTER CORNER OF SECTION 4, T.2N., R.1E.  
 2" ALUMINUM CAP FLUSH

SOUTH 1/4 CORNER OF SECTION 5, T.2N., R.1E.  
 BRASS CAP IN HANDHOLE  
 S87°36'18"W 2640.80'

N88°07'54"E 2641.95'  
 GLENDALE AVENUE

SOUTHWEST CORNER OF SECTION 4, T.2N., R.1E.  
 3" BRASS CAP FLUSH  
 MARICOPA COUNTY DEPARTMENT OF TRANSPORTATION  
 POINT OF COMMENCEMENT

POINT OF BEGINNING

EXHIBIT "A"  
 GLENDALE PARK AND RIDE  
 PROPOSED ANNEXATION PARCEL  
 10-19-06

**WOOD/PATEL**  
 2051 West Northern  
 Phoenix, AZ 85021  
 Phone: (602) 335-8500  
 Fax: (602) 335-8580  
 PHOENIX • MESA • TUCSON

WP# 052631.S2P  
 PAGE 3 OF 3  
 NOT TO SCALE

T:\2005\052631\LEGAL\2631L08-DB\DWG\2631L08.DWG

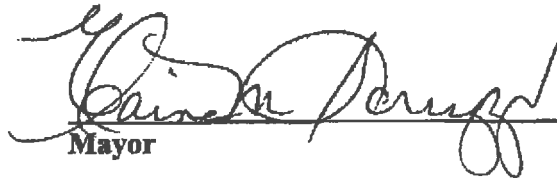


# CITY OF GLENDALE

ANNEXATION AREA NO.159  
[AN-159]

CERTIFICATION OF MAP

I, Elaine M. Scruggs, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. 2548, New Series, annexing the territory described in Ordinance No. 2548, New Series, and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

  
Mayor

ATTEST:

  
City Clerk

## EXHIBIT 4



December 16, 2013

Mr. Peter O. Castaneda  
Chief, Water and Lands Division  
U.S. Department of the Interior  
Bureau of Reclamation, Phoenix Area Office

Subject: West Valley Medical Facility  
99<sup>th</sup> Avenue and Orangewood  
USBR Case 13-010

Dear Mr. Castaneda,

The City of Glendale has assured that the General Warranty Deed for USBR Case No. 13-010: West Valley Medical Facility, Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, will be executed to convey the necessary lands needed for the proposed relocated irrigation facility to the United States upon Receipt. We will forward the SRP license to the next available City Council meeting with a recommendation of approval. Upon approval, the City will promptly execute the license.

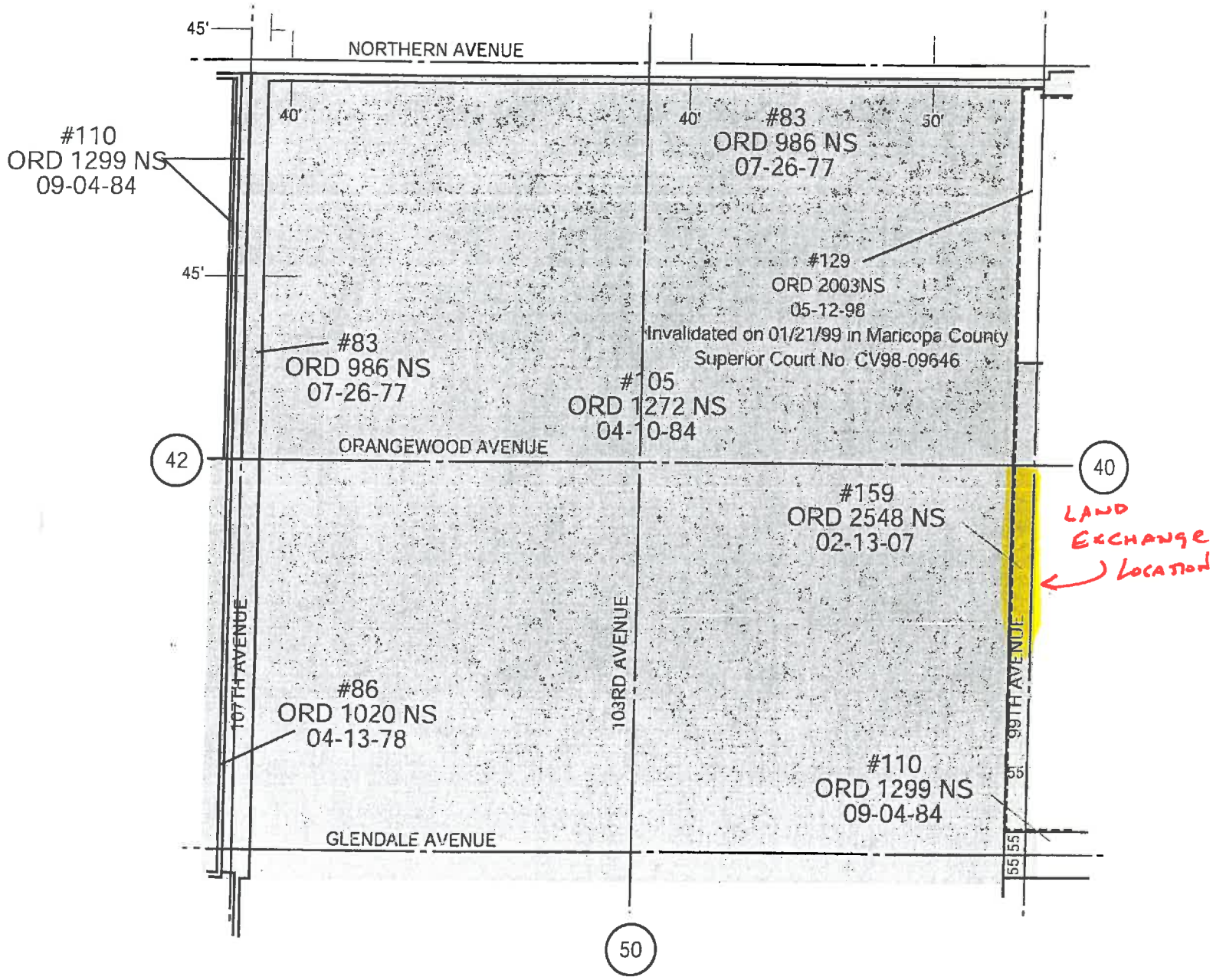
Sincerely,

Stuart Kent  
Executive Director of Public Works

MI/km

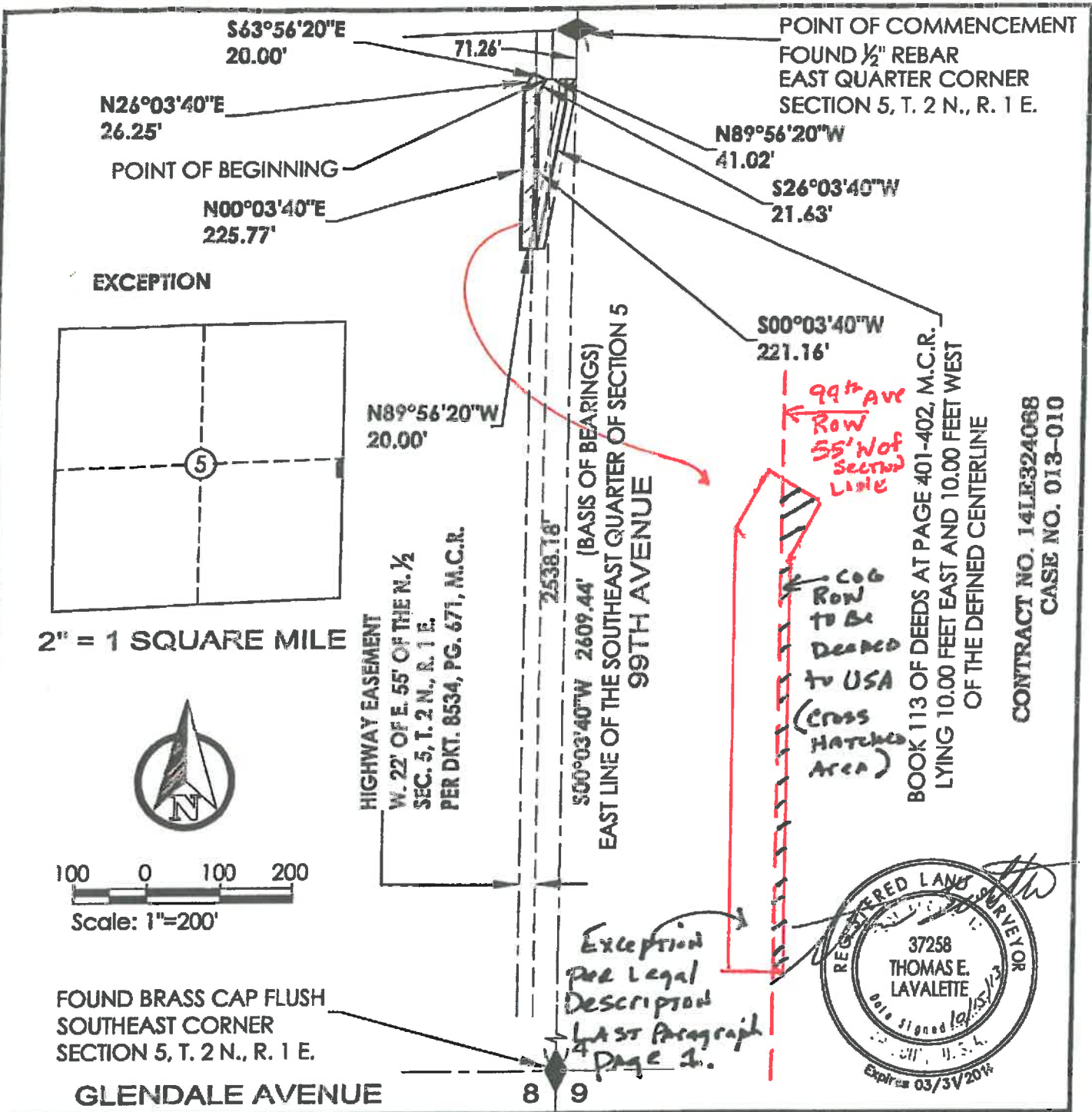
## EXHIBIT 5

SECTION 5 T2N-R1E

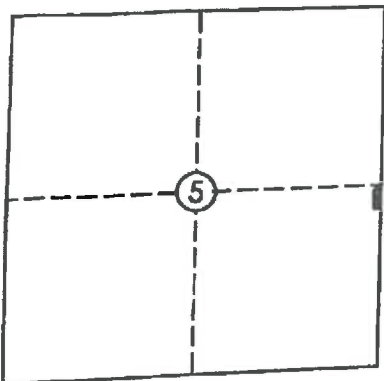


*LAND EXCHANGE LOCATION*





**EXCEPTION**



2" = 1 SQUARE MILE

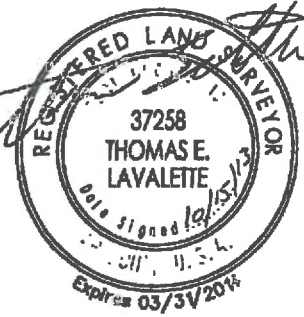


100 0 100 200  
Scale: 1"=200'

FOUND BRASS CAP FLUSH  
SOUTHEAST CORNER  
SECTION 5, T. 2 N., R. 1 E.

8 9  
GLENDALE AVENUE

CONTRACT NO. 14LE324088  
CASE NO. 013-010



Exception per legal description last paragraph page 1.

99th Ave Row 55' W of Section Line  
BOOK 113 OF DEEDS AT PAGE 401-402, M.C.R. LYING 10.00 FEET EAST AND 10.00 FEET WEST OF THE DEFINED CENTERLINE  
ROW TO BE DEED TO USA (Cross Hatched Area)

Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER



**LITTLEJOHN ENGINEERING ASSOCIATES**

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Title: EXHIBIT,  
PROPOSED USA FEE  
CITY OF GLENDALE PARCEL

Proj. # 20120136

Dwg. No.

Date: 10.15.2013

1

EXHIBIT "A"



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Existing USA Right-of-Way  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

All that portion of the area of a sub lateral from lateral No. 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona, lying within the North 240.60 feet of the South 2,538.18 feet of said SE ¼ of Section 5.

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the following described area:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

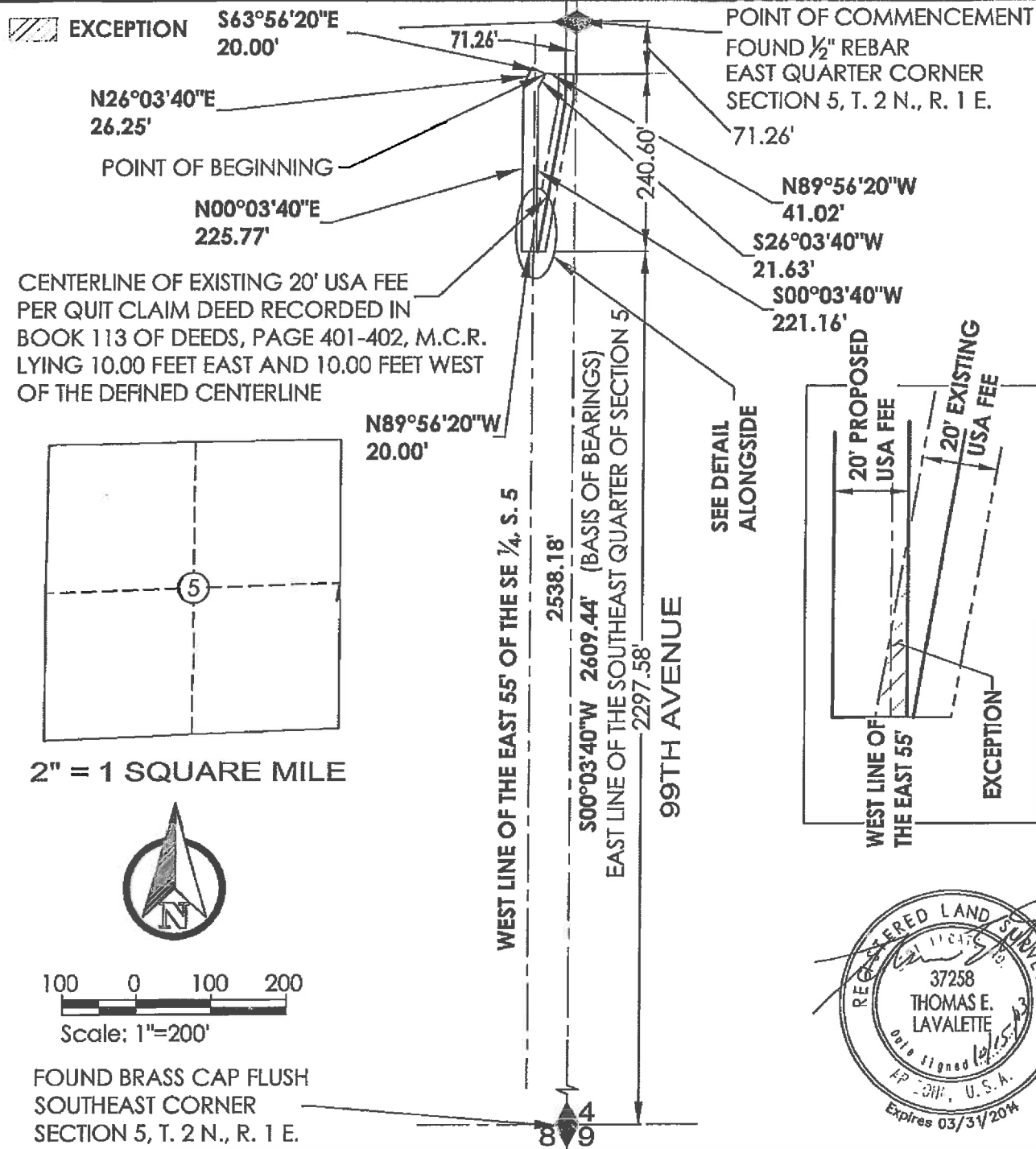
THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

Containing an area of 0.11 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline as described in said Indenture. Said 20 foot width, is determined by SRP the necessary width to operate and maintain said sub lateral.



Project: **DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



**LITTLEJOHN ENGINEERING ASSOCIATES**

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Title: **EXHIBIT,  
EXISTING USA RIGHT-OF-WAY  
CITY OF GLENDALE PARCEL**

Proj. # **20120136**

Dwg. No.

Date: **10.15.2013**

**1**

## EXHIBIT 6

## Ivanich, Mark

---

**From:** Gilmore Joel A <Joel.Gilmore@srpnet.com>  
**Sent:** Monday, January 26, 2015 8:40 AM  
**To:** Ivanich, Mark  
**Cc:** Kilzer Duane J  
**Subject:** RE: 99th Ave GWD  
**Attachments:** 113-401.pdf

Good morning Mark,

Attached is the deed showing the USA owns fee title to the land in question. As far as the value of the land Glendale is deeding to the USA, the assessed value of vacant lands in the area is at the high end of \$5 a square foot and the city is conveying 871.2 square feet the value is less than \$5,000. I hope this helps. Thank you. Joel

---

**From:** Ivanich, Mark [<mailto:MIvanich@GLENDALEAZ.com>]  
**Sent:** Thursday, January 22, 2015 5:06 PM  
**To:** Kilzer Duane J; Gilmore Joel A  
**Subject:** 99th Ave GWD

\*\*\*\*\*  
\*\*\*\*\*

SRP WARNING: This is an EXTERNAL email. STOP.  
DON'T CLICK links or open attachments unless you are sure the source and content of the email is credible.  
If you have a business need to click a link or open an attachment and you are not sure the email is credible  
you can send this to the EmailCheck mailbox for a review (reviews conducted 8:00-4:30 Mon-Fri).

\*\*\*\*\*  
\*\*\*\*\*

Got comments back...Nancy needs 1) a copy of the deed or title showing USA currently owns the property being exchanged and 2) some determination, whether written by BOR or SRP, that the land being exchanged is less than \$50,000, or has a diminimus value, to comply with ARS 9-405C. I am off tomorrow but will be back Monday.

Mark Ivanich, P.E.  
Senior Civil Engineer  
Engineering Division  
5850 W. Glendale Avenue Suite 315  
Glendale, AZ 85301  
Phone: 623.930.3654  
Fax: 623.915.2861  
[mivanich@glendaleaz.com](mailto:mivanich@glendaleaz.com)

## EXHIBIT 7

## NOTICE OF INTENT TO EXCHANGE CITY RIGHT-OF-WAY

As provided in Arizona Revised Statutes Section 9-405, the City of Glendale is providing notice that intends to exchange a right-of-way surplus to its needs with the United States of America, Department of Interior, Bureau of Reclamation. The right-of-way is located along 99<sup>th</sup> Avenue, just north of Glendale Avenue. The City will exchange approximately 872 square feet of right-of-way for 4,792 square feet of United States fee land located in the same general vicinity. The United States, through a separate real estate transaction with Dignity Health, will allow for the construction of a new irrigation canal in the former City of Glendale right-of-way.

Glendale City Council must agree to the land exchange by ordinance. The City of Glendale Council will consider approving this real property exchange at its April 28, 2015 meeting, to be held at 6:00 p.m. at the City of Glendale Council Chambers, 5850 West Glendale Avenue, Glendale, Arizona 85301.

Local tax and property valuation information can be found at the Maricopa County Assessor's website ([www.maricopa.gov/assessor/](http://www.maricopa.gov/assessor/)). Information specific to the Glendale area can be found at websites such as [www.glendaleaz.com](http://www.glendaleaz.com), [www.VisitGlendale.com](http://www.VisitGlendale.com), and [www.glendaleazchamber.org/](http://www.glendaleazchamber.org/).

The aerial photograph, legal description, and other information about the properties are available for review at the City of Glendale, Engineering Division, 5850 West Glendale Avenue, Suite 315, Glendale, Arizona 85301.

Glendale Star – Publication April 9 and 16, 2015



## EXHIBIT A



**RIGHT-OF-WAY TO BE DEDICATED TO  
UNITED STATES OF AMERICA**



**ORIGINAL**

**Contract No. 14LE324068**

**Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**GENERAL WARRANTY DEED**

**KNOW ALL PEOPLE BY THESE PRESENTS** that the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to relocate an irrigation facility acquired for an irrigation system to a new location; and,

**WHEREAS**, the **UNITED STATES OF AMERICA**, hereinafter referred to as “United States,” owns real property along the existing irrigation facility and the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as “Grantor,” owns the fee title to a portion of the real property onto which the irrigation facility will be relocated; and,

**WHEREAS**, Grantor desires to grant and convey to the United States and its assigns that certain real property needed for the relocated facilities in exchange for the real property no longer

needed for project purposes; and,

**WHEREAS**, the United States will quitclaim its interest, if any, in and to the real property no longer needed by Contract No., 14LE324071 to Grantor and by Contract No., 14LE324076 to Dignity Health, a California Non-profit Public Benefit Corporation.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, and in accordance with the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, Grantor does hereby grant and convey unto the United States and its assigns all that certain real property situated in the County of Maricopa, State of Arizona, described on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The acquiring federal agency is the U.S. Department of the Interior, Bureau of Reclamation.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is conveyed subject only to existing easements and rights-of-way of record for public roads and highways, public utilities, railroads and pipelines, and mineral rights reserved to or outstanding in third parties as of the date of this General Warranty Deed.

**TO HAVE AND TO HOLD** by the United States, its successors and assigns forever, all and singular said premises together with all the rights and appurtenances thereto. The Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said

premises unto the United States and its assigns against every person whomsoever lawfully claiming them or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this General Warranty Deed  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GLENDALE, an Arizona municipal corporation**

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

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

**ACKNOWLEDGMENT**

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the **CITY OF GLENDALE, an Arizona municipal corporation**, known to be the  
person described in the foregoing instrument, and acknowledged to me that he/she executed the  
same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"

CONTRACT NO. 14LE324068  
CASE NO. 013-010



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Proposed USA Fee  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast quarter of Section Five (5), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

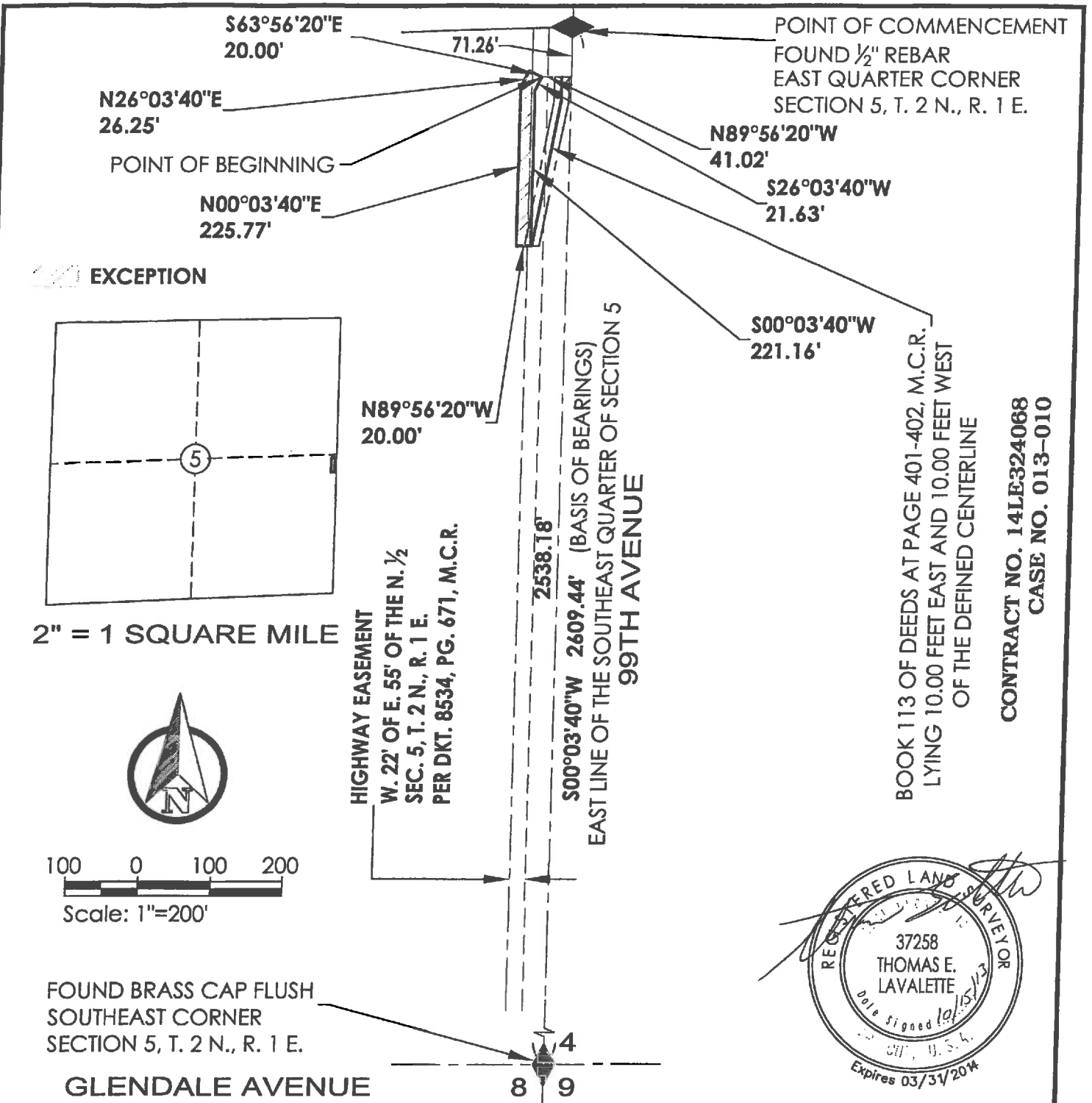
THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;


AND EXCEPT any portion thereof lying within the area of that certain ditch known as a sub lateral from lateral 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona.

Containing an area of 0.02 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline described therein, as determined by SRP to operate and maintain said sub lateral.





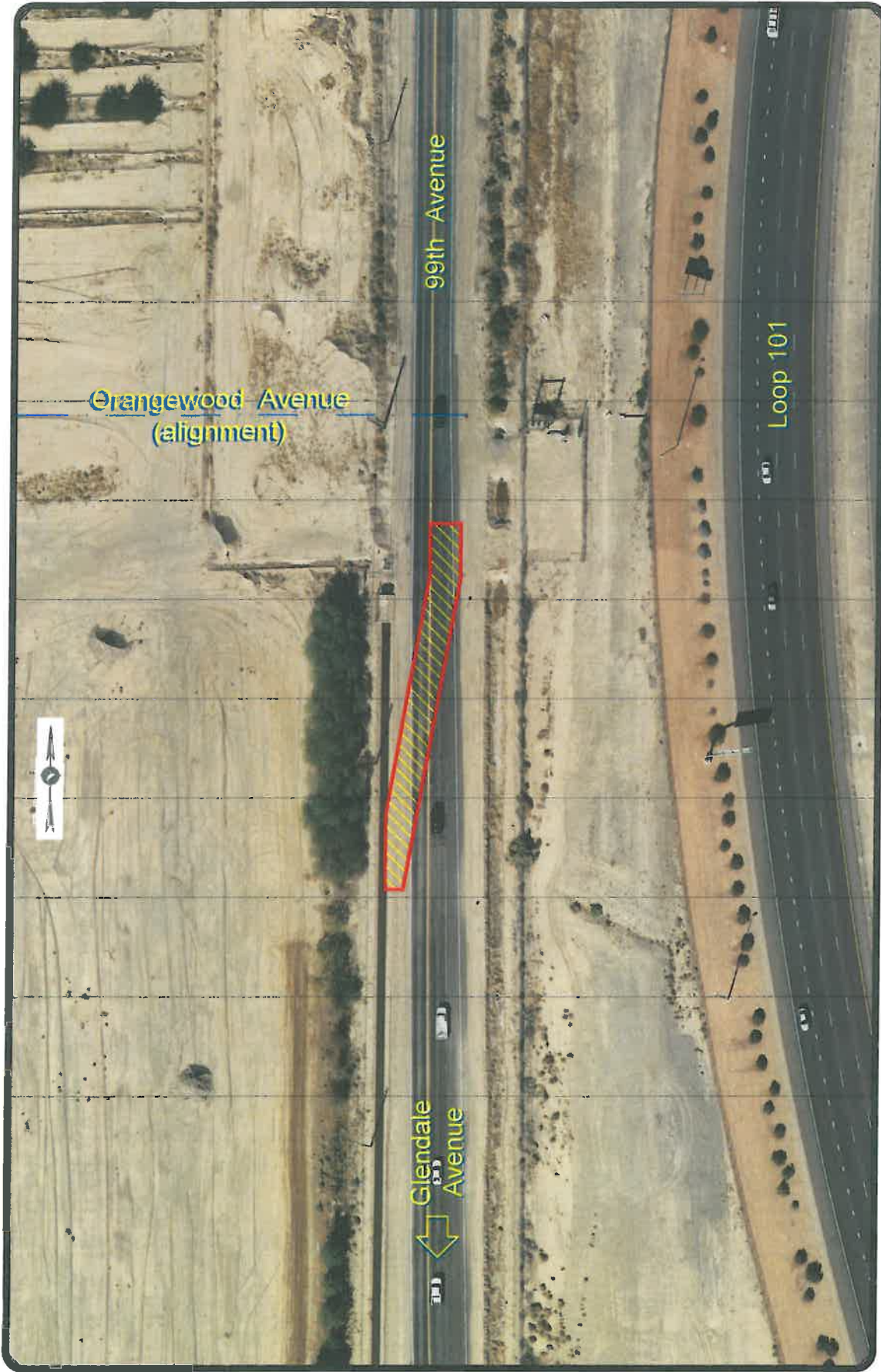
**Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



**LITTLEJOHN ENGINEERING ASSOCIATES**  
7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020  
T 602.241.0782 F 602.248.9158 www.leainc.com  
Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

Title: <b>EXHIBIT, PROPOSED USA FEE CITY OF GLENDALE PARCEL</b>	
Proj. # <b>20120136</b>	Dwg. No. <b>1</b>
Date: <b>10.15.2013</b>	

## EXHIBIT B



**UNITED STATES OF AMERICA LAND  
TO BE QUIT CLAIMED TO THE CITY OF GLENDALE**



**Contract No. 14LE324071  
Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**QUITCLAIM DEED**

**FOR VALUABLE CONSIDERATION**, receipt of which is hereby acknowledged, and as complete satisfaction of an irrigation facility relocation requested by the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, in which the **UNITED STATES OF AMERICA**, hereinafter referred to as "United States," received suitable lands by Contract Nos., 14LE324068, 14LE324069 and 14LE324070, and in accordance with the Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, the United States does quitclaim unto the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as "Grantee," its successors and assigns forever, all of the right, title and interest, if any, of the United States in and to property located in Maricopa County, Arizona, and being more particularly described as

follows:

See Attached Exhibit "A"

Excepting and reserving to the United States a right-of-way for ditches or canals constructed or to be constructed by the authority of the United States, this reservation being of the same character and scope as that created with respect to certain public lands by the Act of August 30, 1890 (26 Stat. 371, 391), as it has been or may hereafter be amended.

**TO HAVE AND TO HOLD** all and singular said premises, together with the appurtenances, unto said Grantee, its successors and assigns forever.

**IN WITNESS WHEREOF**, the United States has caused this Quitclaim Deed to be executed this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**UNITED STATES OF AMERICA**

By \_\_\_\_\_  
Area Manager  
Phoenix Area Office  
Bureau of Reclamation

**ACKNOWLEDGMENT**

State of Arizona        )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State  
personally appeared \_\_\_\_\_, Area Manager, Phoenix Area  
Office, Bureau of Reclamation, Department of the Interior, **UNITED STATES of AMERICA**,  
known to me to be the person described in the foregoing instrument, and acknowledged to me  
that he/she executed the same on behalf of the United States in the capacity therein stated and for  
the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"



7227 North 16th Street

Suite 140

Phoenix, AZ 85020

602.241.0782 phone

602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Existing USA Right-of-Way  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona, being more particularly described as follows:

All that portion of the area of a sub lateral from lateral No. 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona, lying within the North 240.60 feet of the South 2,538.18 feet of said SE ¼ of Section 5.

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the following described area:

COMMENCING at a ½" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

THENCE North 89 degrees 56 minutes 20 seconds West a distance of 20.00 feet;

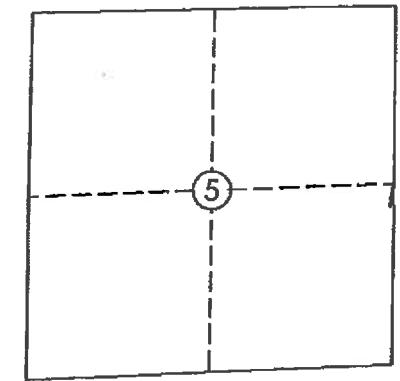
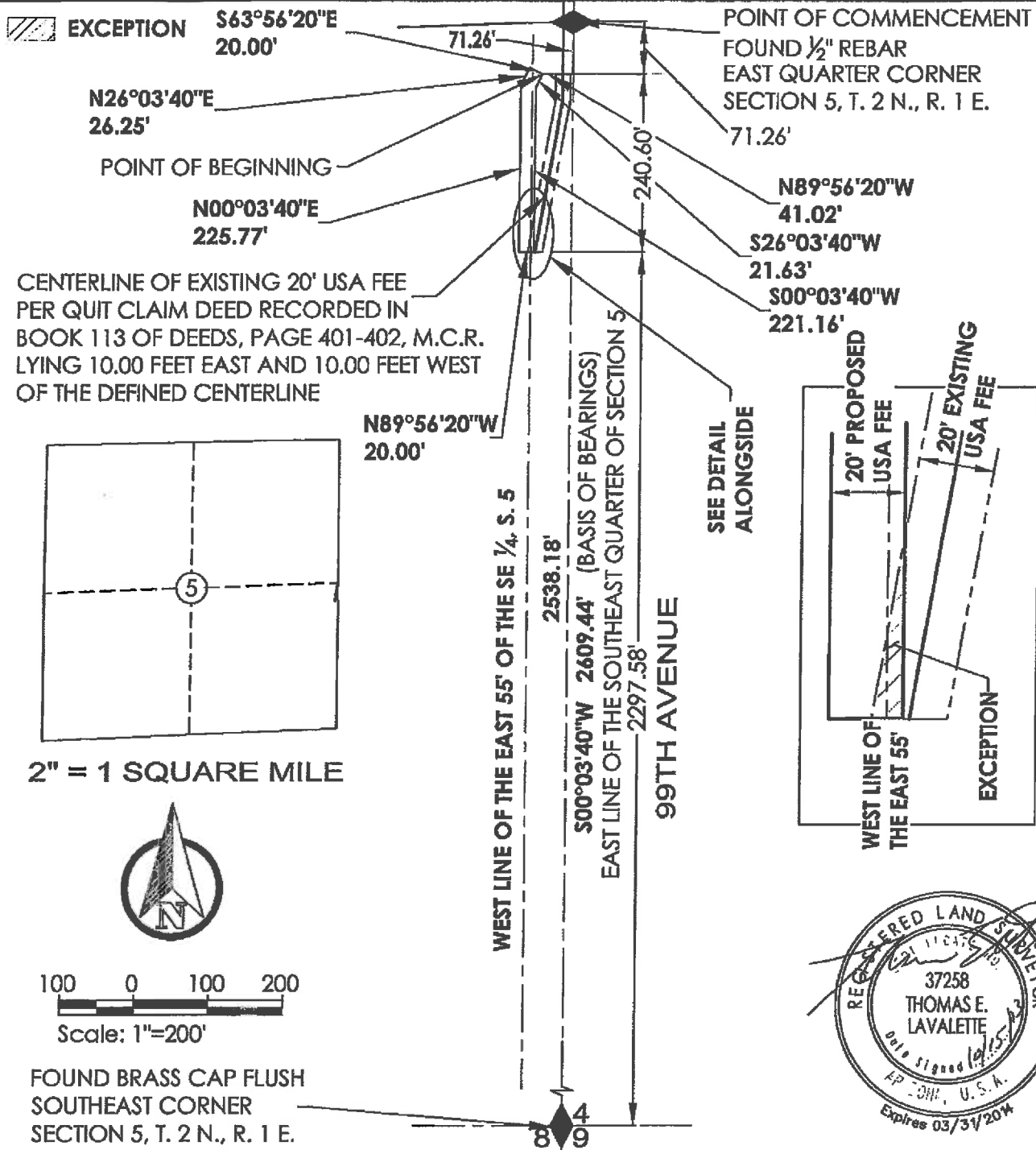
THENCE North 00 degrees 03 minutes 40 seconds East a distance of 225.77 feet;

THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

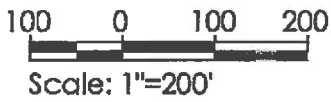
THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

Containing an area of 0.11 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline as described in said Indenture. Said 20 foot width, is determined by SRP the necessary width to operate and maintain said sub lateral.

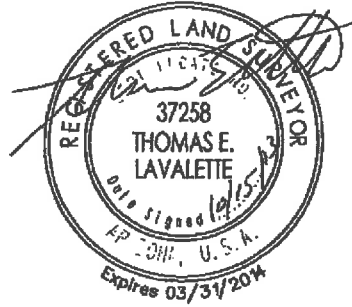




2" = 1 SQUARE MILE



FOUND BRASS CAP FLUSH  
SOUTHEAST CORNER  
SECTION 5, T. 2 N., R. 1 E.



**Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



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Title: **EXHIBIT,  
EXISTING USA RIGHT-OF-WAY  
CITY OF GLENDALE PARCEL**

Proj. # **20120136**

Dwg. No.

Date: **10.15.2013**

**1**

**ORIGINAL**

**Contract No. 14LE324068**

**Case No. 13-010**

Exempt per A.R.S. § 11-1134 A.3.

**UNITED STATES  
DEPARTMENT OF THE INTERIOR  
BUREAU OF RECLAMATION**

**SALT RIVER PROJECT**

**GENERAL WARRANTY DEED**

**KNOW ALL PEOPLE BY THESE PRESENTS** that the Salt River Project Agricultural Improvement and Power District (SRP), an agricultural improvement district organized and existing under the laws of the State of Arizona, intends to relocate an irrigation facility acquired for an irrigation system to a new location; and,

**WHEREAS**, the **UNITED STATES OF AMERICA**, hereinafter referred to as “United States,” owns real property along the existing irrigation facility and the **CITY OF GLENDALE, an Arizona municipal corporation**, hereinafter referred to as “Grantor,” owns the fee title to a portion of the real property onto which the irrigation facility will be relocated; and,

**WHEREAS**, Grantor desires to grant and convey to the United States and its assigns that certain real property needed for the relocated facilities in exchange for the real property no longer

needed for project purposes; and,

**WHEREAS**, the United States will quitclaim its interest, if any, in and to the real property no longer needed by Contract No., 14LE324071 to Grantor and by Contract No., 14LE324076 to Dignity Health, a California Non-profit Public Benefit Corporation.

**NOW THEREFORE**, for valuable consideration, receipt of which is hereby acknowledged, and in accordance with the Reclamation Act of June 17, 1902 (32 Stat. 388), the Reclamation Project Act of 1939 (53 Stat. 1187), and all acts amendatory thereof or supplementary thereto, Grantor does hereby grant and convey unto the United States and its assigns all that certain real property situated in the County of Maricopa, State of Arizona, described on Exhibit "A" which is attached hereto and by this reference made a part hereof.

The acquiring federal agency is the U.S. Department of the Interior, Bureau of Reclamation.

Grantor covenants and warrants that it is lawfully seized and possessed of the real property aforesaid and has the full right, power and authority to execute this conveyance, and that said real property is conveyed subject only to existing easements and rights-of-way of record for public roads and highways, public utilities, railroads and pipelines, and mineral rights reserved to or outstanding in third parties as of the date of this General Warranty Deed.

**TO HAVE AND TO HOLD** by the United States, its successors and assigns forever, all and singular said premises together with all the rights and appurtenances thereto. The Grantor does hereby bind itself, its successors and assigns, to warrant and forever defend all and singular said

premises unto the United States and its assigns against every person whomsoever lawfully claiming them or any part thereof.

**IN WITNESS WHEREOF**, the Grantor has executed this General Warranty Deed  
this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_.

**CITY OF GLENDALE, an Arizona municipal corporation**

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

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

**ACKNOWLEDGMENT**

State of Arizona     )  
                                  ) ss.  
County of Maricopa    )

On this \_\_\_\_\_ day of \_\_\_\_\_, \_\_\_\_\_, before me,  
\_\_\_\_\_, a Notary Public in and for said County and State,  
personally appeared \_\_\_\_\_, \_\_\_\_\_ on  
behalf of the **CITY OF GLENDALE, an Arizona municipal corporation**, known to be the  
person described in the foregoing instrument, and acknowledged to me that he/she executed the  
same in the capacity therein stated and for the purpose therein contained.

\_\_\_\_\_  
Notary Public in and for said  
County and State

EXHIBIT "A"

CONTRACT NO. 14LE324068  
CASE NO. 013-010



LITTLEJOHN  
ENGINEERING  
ASSOCIATES  
7227 North 16th Street  
Suite 140  
Phoenix, AZ 85020  
602.241.0782 phone  
602.248.9158 fax



October 15, 2013  
Dignity Health  
West Valley Medical Center  
Proposed USA Fee  
City of Glendale Parcel  
LEA# 20120136  
Page 1 of 2

DESCRIPTION OF REAL ESTATE  
IN MARICOPA COUNTY, STATE OF ARIZONA

A parcel of land in the Southeast quarter of Section Five (5), Township Two (2) North, Range One (1) East of the Gila and Salt River Meridian, Maricopa County, Arizona, more particularly described as follows:

COMMENCING at a 1/2" rebar located at the East quarter corner of said Section 5 from which a Brass Cap located at the Southeast corner of said Section 5 bears South 00 degrees 03 minutes 40 seconds West, a distance of 2609.44 feet;

THENCE South 00 degrees 03 minutes 40 seconds West, along the East line of the Southeast quarter of said Section 5 and the monument line of 99th Avenue, a distance of 71.26 feet;

THENCE departing said East line of the Southeast quarter North 89 degrees 56 minutes 20 seconds West, a distance of 41.02 feet to the POINT OF BEGINNING;

THENCE South 26 degrees 03 minutes 40 seconds West a distance of 21.63 feet;

THENCE South 00 degrees 03 minutes 40 seconds West a distance of 221.16 feet;

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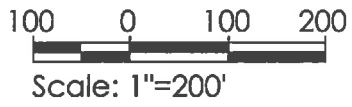
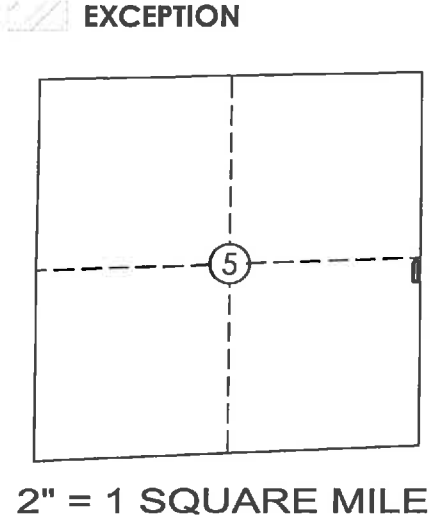
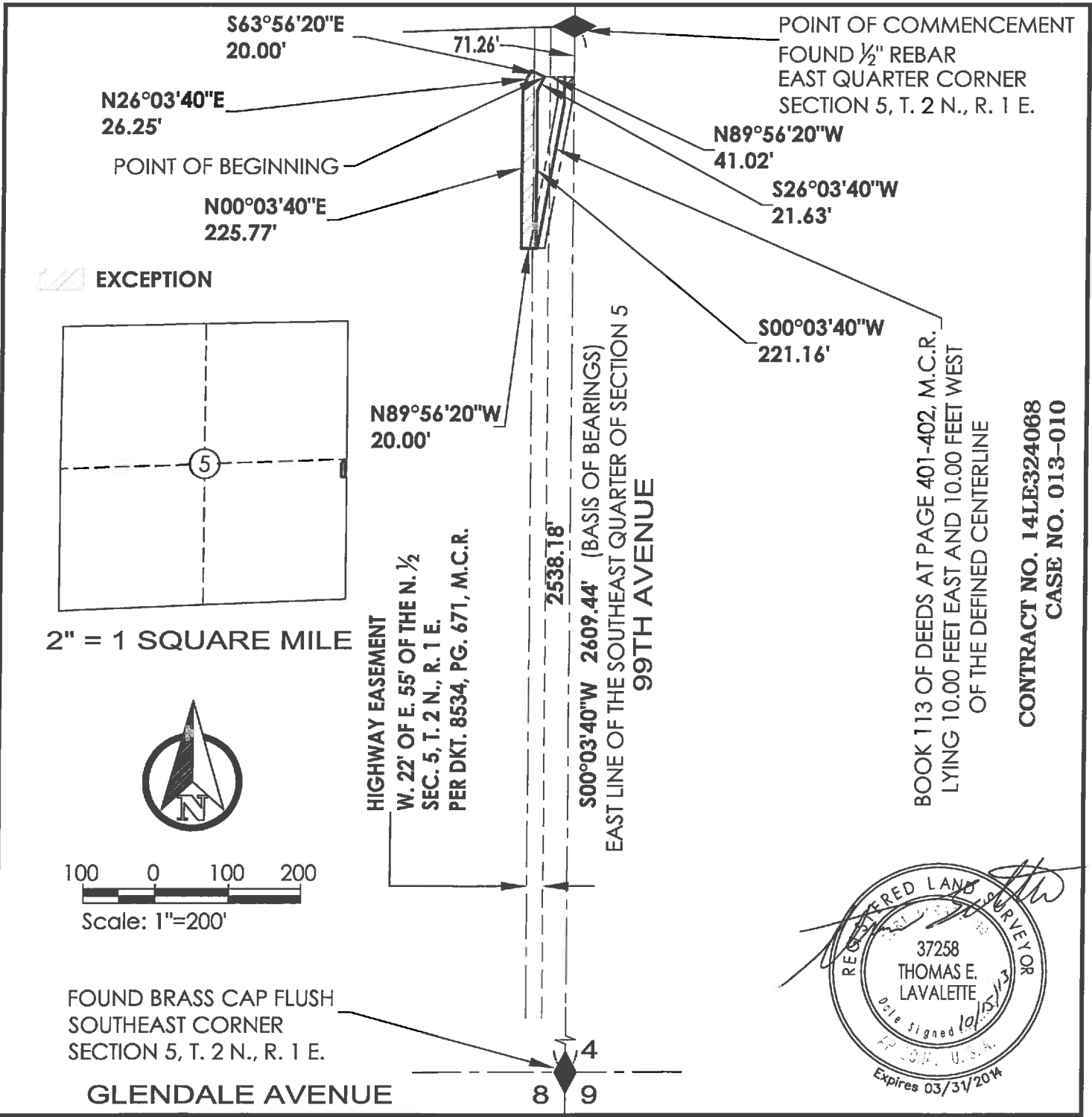
THENCE North 26 degrees 03 minutes 40 seconds East a distance of 26.25 feet;

THENCE South 63 degrees 56 minutes 20 seconds East a distance of 20.00 feet to the POINT OF BEGINNING;

EXCEPT any portion thereof lying West of the West line of the East 55.00 feet of said Southeast Quarter of Section Five (5), Township Two (2) North, Range One (1) East, Gila and Salt River Meridian, Maricopa County, Arizona;

AND EXCEPT any portion thereof lying within the area of that certain ditch known as a sub lateral from lateral 20 of the Arizona Canal as described in that certain Indenture from W. H. May and Martha D. May, his wife, R. E. Eastham, a widower, M. V. B. Addington and D. E. Addington, his wife, Geo. N. Morgan and Louisa Morgan, his wife, to the United States of America dated October 26, 1914, recorded July 1, 1915, in Book 113 of Deeds at page 401 – 402, records of Maricopa County, Arizona.

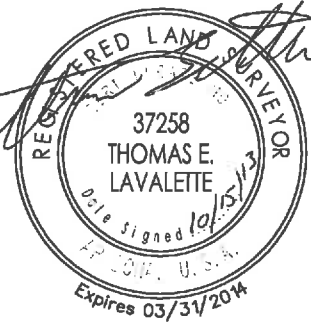
Containing an area of 0.02 acres, more or less, after said exceptions have been made based on a width of 20 feet for said sub lateral, being 10.00 feet East and 10.00 feet West of the centerline described therein, as determined by SRP to operate and maintain said sub lateral.



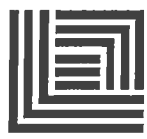
FOUND BRASS CAP FLUSH  
SOUTHEAST CORNER  
SECTION 5, T. 2 N., R. 1 E.

GLENDALE AVENUE

CONTRACT NO. 14LE324068  
CASE NO. 013-010



Project: **DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER**



**LITTLEJOHN ENGINEERING ASSOCIATES**

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Title: **EXHIBIT,  
PROPOSED USA FEE  
CITY OF GLENDALE PARCEL**

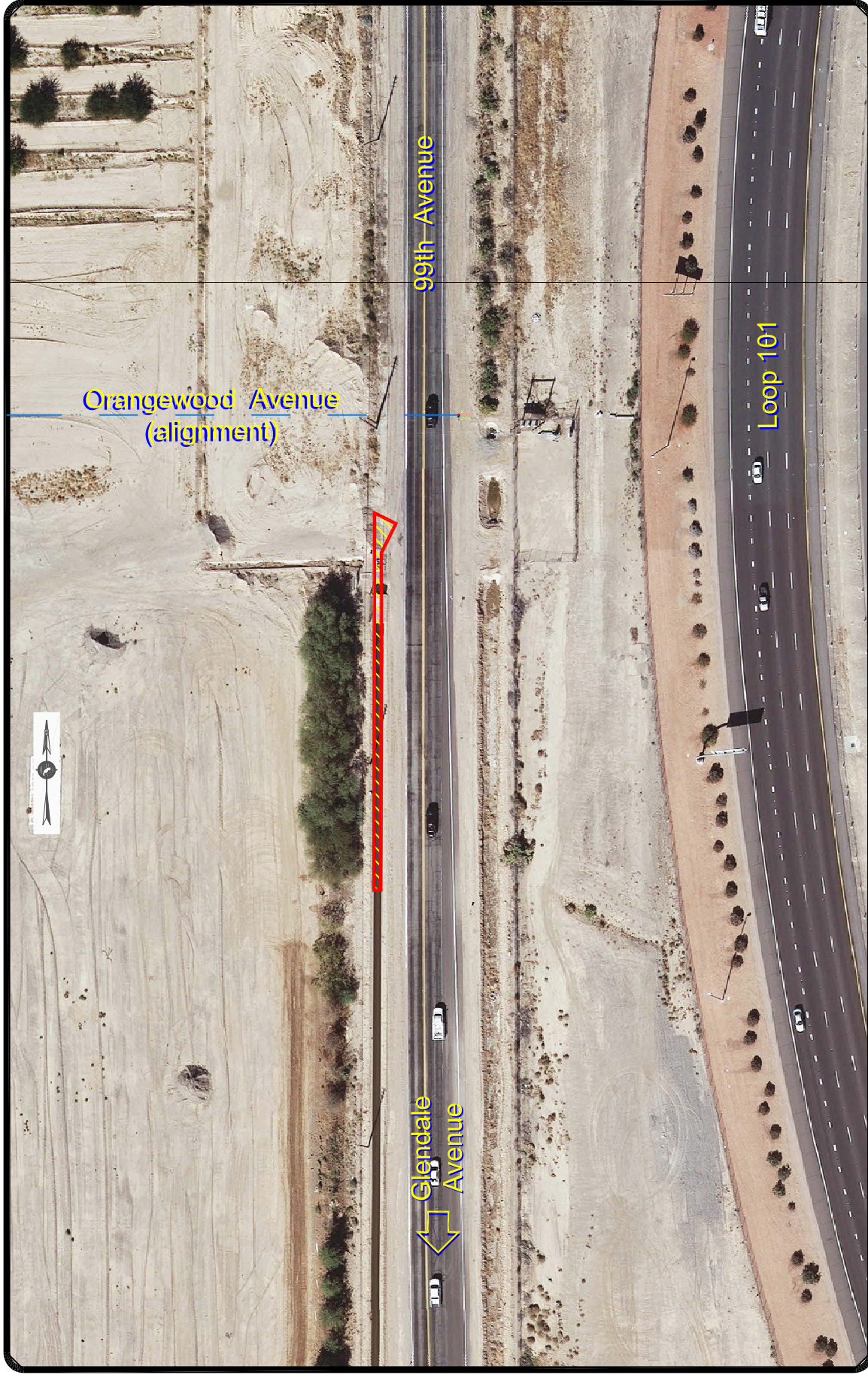
Proj. # **20120136**

Dwg. No.

Date: **10.15.2013**

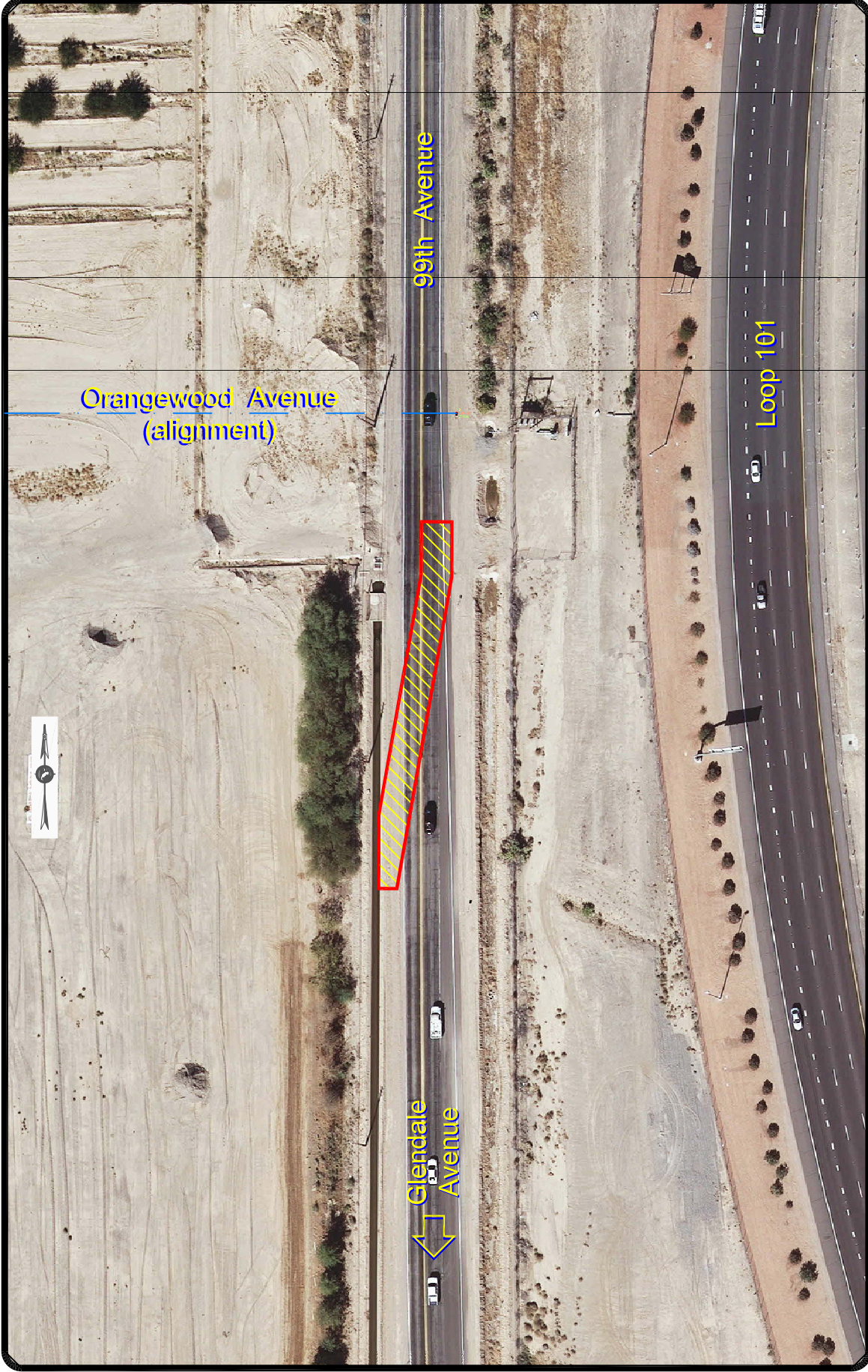
**1**





**RIGHT-OF-WAY TO BE DEDICATED TO  
UNITED STATES OF AMERICA**





**UNITED STATES OF AMERICA LAND  
TO BE QUIT CLAIMED TO THE CITY OF GLENDALE**