



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

Tuesday, May 26, 2015

6:00 PM

Council Chambers

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF THE SPECIAL VOTING MEETING OF MAY 5, 2015 AND REGULAR VOTING MEETING OF MAY 12, 2015

1. 15-361 APPROVAL OF THE MINUTES OF THE SPECIAL VOTING MEETING OF MAY 5, 2015 AND THE REGULAR VOTING MEETING OF MAY 12, 2015

Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of May 5, 2015 Special Voting Meeting
Meeting Minutes of May 12, 2015 Voting Meeting

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Vice Mayor Ian Hugh

2. **15-314** BOARDS, COMMISSIONS & OTHER BODIES
 Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

PROCLAMATIONS AND AWARDS

3. **15-330** PROCLAIM JUNE 1 THROUGH JUNE 7, 2015 AS NATIONAL CPR AND AED
 AWARENESS WEEK
 Staff Contact: Mark Burdick, Fire Chief
 Staff Contact: Chris DeChant, Assistant Fire Chief
 Presented By: Office of the Mayor
 Accepted By: Carol Gibbs, Program Education Coordinator, Save Hearts in
 Arizona Registry and Education
4. **15-325** 2015 RUTH BYRNE HISTORIC PRESERVATION AWARD
 Staff Contact: Jon M. Froke, AICP, Planning Director
 Accepted By: Ms. Melissa Wittliff

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.

5. **15-321** APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE
 EAST
 Staff Contact: Susan Matousek, Revenue Administrator
- Attachments:** Application
 Calls for Service
6. **15-299** APPROVE LIQUOR LICENSE NO. 5-16691, ROSE LANE MARKET
 Staff Contact: Susan Matousek, Revenue Administrator
- Attachments:** Map
 Calls for Service
7. **15-329** POSITION RECLASSIFICATIONS
 Staff Contact: Jim Brown, Director, Human Resources and Risk
 Management

- Attachments:** Classification Study Status Report
- 8. 15-332** AUTHORIZATION TO AWARD CONTRACT TO DELTA DENTAL FOR PPO DENTAL INSURANCE
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** Delta Dental Contract
- 9. 15-335** AUTHORIZATION TO AWARD CONTRACT TO THE HARTFORD FOR COMMUTER LIFE INSURANCE
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** The Hartford Contract
- 10. 15-338** AUTHORIZATION TO RENEW FISCAL YEAR 2015/16 PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** FY 2015-16 Renewal of Ins-Excess Insurance attachments
- 11. 15-349** AUTHORIZATION TO EXTEND LINKING AGREEMENT WITH BANNER OCCUPATIONAL HEALTH SERVICES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management.
- Attachments:** Banner Contract Linking Agreement-Attachment B
Peoria-Banner Contract- Attachment A
City of Peoria Occ Med-Drug Testing Svc contract extn to 6-30-16.
Banner Occ Health Amend 1 Linking Agmt 5-13-15
- 12. 15-333** AUTHORIZATION TO AWARD CONTRACT TO EMPLOYERS DENTAL SERVICES FOR HMO DENTAL
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
- Attachments:** Contract
- 13. 15-318** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MAY MACHINERY INC., FOR LANDFILL HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICE
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** Agreement
Bid Tab
- 14. 15-320** AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 WITH COMBS CONSTRUCTION COMPANY, INC., FOR APRON REHABILITATION AND LIGHTING IMPROVEMENTS AT GLENDALE MUNICIPAL AIRPORT

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Combs Change Order

15. 15-288 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MISSION LINEN SUPPLY, INC., FOR UNIFORM AND LINEN RENTAL UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement Mission Uniforms

16. 15-339 AUTHORIZATION TO ENTER INTO A COMMERCIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT WITH CHANG PROPERTIES, L.L.C. TO REIMBURSE UP TO FIFTY PERCENT OF THE COST OF REHABILITATION IMPROVEMENTS FOR PROPERTIES LOCATED WITHIN THE DOWNTOWN REDEVELOPMENT AREA
Staff Contact: Brian Friedman, Director, Office of Economic Development

Attachments: Chang Properties L.L.C. VIP Background
VIP Agreement Chang Properties L.L.C. 60236 50

17. 15-341 AUTHORIZATION TO ENTER INTO A MEMBERSHIP AND SERVICES AGREEMENT WITH THE GLENDALE CHAMBER OF COMMERCE FOR CHAIRMAN'S CIRCLE MEMBERSHIP AND GENERAL SUPPORT SERVICES BENEFITTING THE CITY OF GLENDALE
Staff Contact: Brian Friedman, Director, Office of Economic Development

Attachments: Agreement - Chamber of Commerce FY15-FY17

18. 15-340 AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE GALLERY GLENDALE
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Signed Gallery License Agreement

CONSENT RESOLUTIONS

19. 15-326 INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 4955
DES Agreement

20. 15-246 ADOPT A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT FEE SCHEDULE
Staff Contact: Sam McAllen, Director, Development Services

Attachments: Resolution 4956 with Exhibit 1

21. 15-319 AUTHORIZATION TO ADOPT A RESOLUTION FORMALLY SUPPORTING AND DESIGNATING UNITED STATES BICYCLE ROUTE 90 (USBR-90)
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 4957 with Exhibit A

ORDINANCES

22. 15-346 FISCAL YEAR 2014-2015 BUDGET AMENDMENTS
Staff Contact: Tom Duensing, Interim Assistant City Manager

Attachments: Ordinance 2939 with Exhibit A

RESOLUTIONS

23. 15-342 FISCAL YEAR 2015-16 TENTATIVE BUDGET ADOPTION
Staff Contact: Tom Duensing, Interim Assistant City Manager

Attachments: Resolution 4958
Memo Schedules - FY15-16 Tentative Budget

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-361, Version: 1

APPROVAL OF THE MINUTES OF THE SPECIAL VOTING MEETING OF MAY 5, 2015 AND THE REGULAR VOTING MEETING OF MAY 12, 2015

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, May 5, 2015

12:30 PM

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

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

PLEDGE OF ALLEGIANCE**CITIZEN COMMENTS**

Larry Rovey, a Yucca resident, thanked Council for the service they provide and time they put in for the city. He also thanked them for bringing up this item and taking action. He said this zoning change would be a detriment to the city, the Airport and the neighbors in that area.

John Kaites, a Phoenix resident, said he represented the Chicago White Sox, the Los Angeles Dodgers and Camelback Ranch. He said they oppose this zoning case due to their partnership with Glendale and the traffic congestion this project will bring to the area. He mentioned the only way in and out of that area was Ballpark Blvd. He said an egress study was provided to the Councilmembers for the time it took to empty the area when games were held. He said it takes as long as an hour and a half to empty the area after a game. He said without a strategy for exiting that residential area, they do not feel it is appropriate to support this project. He said they want to work with Phoenix, Glendale and the neighbors in that area to extend Ballpark Blvd to the north to create another entrance and exit from that area. He thanked the Council for hearing this issue.

Mayor Weiers read a statement provided by Jan Anderson, a Glendale resident, which said, "I do not wish to speak about Thoroughbred Farms at 107th Avenue. I support the opposition to the proposed residential development at 107th Avenue north of Camelback Ranch Ball Park."

RESOLUTIONS

1. [15-323](#) **OPPOSITION TO A PROPOSED RESIDENTIAL DEVELOPMENT AT 107TH AVENUE AND CAMELBACK ROAD NEAR THE GLENDALE MUNICIPAL AIRPORT AND CAMELBACK RANCH**
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey first thanked the city partners and Mr. Kaites, as well as Mr. Fix, Airport Administrator, and James Gruber, Assistant City Attorney. He spoke about the letter he sent to the City of Phoenix. He explained current zoning of the property is S-1SP, ranch or farm residence special permit, and this was part of the Camelback Ranch development and intended to be a golf course or mixed use. He also explained this property was intended to be a buffer for the Airport. He said the proposed zoning coming before the city of Phoenix will be R1-10, high density residential and the property will contain a proposed 190 residential units.

Mr. Bailey provided a drawing of the proposed development and the surrounding area. He said the airport has been in operation at this location since 1986 and he said only 1,500 feet will separate the Airport property and the proposed high density residential area. Mr. Bailey also provided information on the air traffic patterns of the Glendale Airport, Luke Air Force Base and the Goodyear Airport. He explained in 2014, the Glendale Airport had over 68,000 airport operations, which are about 186 per day. He said the 2015 use numbers already exceed the numbers for last year, and are averaging over 230 operations per day. He said they are seeing an increase in traffic and influx of traffic during regionally important events, such as the Super Bowl. He said most of Glendale's flight pattern runs to the east of the Airport. He said there are restrictions for flight patterns to the west due to Luke Air Force Base. The drawing presented by Mr. Bailey showed the majority of flights will be right over the proposed development.

Mr. Bailey said the Phoenix report on this development showed open space to the west of the proposed development. This open space is a helicopter training area and has been a training area for some time. He said this training area will be a few hundred feet from proposed residences. He also provided video information about the current flight path of helicopters adjacent to the proposed development. He said not only will there be helicopters flying over the open area, they will also be hovering and landing in that area. He said the Helicopter Association International did a study about helicopter noise and it was found that the pulsating noise of a helicopter has a greater negative effect than airplane noise. Mr. Bailey explained that helicopters perceived noise level is equivalent to a Boeing 777 taking off. He provided a more detailed explanation about the noise level and said there might be 80 to 90 decibels of noise in that area, which might seriously impact the residences.

In summary, Mr. Bailey said a high density residential development is not a compatible use with an airport. He said the airport is an industrial use and there needs to be a buffer from any residential development with open space, low density residential or some type of mixed use. He said mixed use, such as a golf course, would be a good use for this space. Mr. Bailey said there are also requirements with the operations of the facility, such as the ingress and egress issues. He explained this property only has one point of access from a public safety standpoint. He said there will not be access off of 107th Avenue and Ballpark is the only point of access to the development. He said in the event there is a public safety event in that area, there will be a significant delay in public safety response to this area. He said there is a need for a secondary point of access into this area to alleviate harm to the facility, but also from a public safety standpoint. Final considerations included the property is 1,500 feet from the Airport runway and the proposed use is incompatible with existing development. Mr. Bailey explained no public airport in Maricopa County has homes within 1,500 feet of an airport runway. There are also transportation issues which impact Camelback Ranch operations, including the single point access for public safety, as well as a 25 minute egress for stadium operations. Mr. Bailey said they are sensitive to the issue of residences encroaching upon the airport. Mr. Bailey asked Council to consider and approve the resolution opposing the zoning case in the city of Phoenix. He said staff will continue to work with Phoenix to establish an appropriate use to include a buffer and to protect existing residences, baseball operations and Airport operations. He said this is an ongoing issue and will continue to seek resolution.

Councilmember Chavira addressed three concerns, including the residents of the city of Phoenix that are affected by this issue, citizens of the city of Glendale and the city's business partners, the Dodgers and White Sox. He explained the second concern if this project is allowed to happen, there will be a noise abatement problem. He said his greatest concern is the ingress and egress to the area, and this is a big concern for

public safety officials. He said he is adamantly opposed to this project and thanked everyone for their input on this issue.

Mayor Weiers said typically the Airport uses Runway 1 and using right traffic and if you are landing on 19, you are typically making left patterns. He said pilots don't typically try to have traffic on the west side of the Airport due to the power lines and the potential conflict with Luke Air Force Base. He asked if there were any other reasons why the Airport would not typically have traffic patterns on the west side of the Airport.

Mr. Fix said those examples were typical and there are a small number of flights on the west side. He said those are allowed with permission from the control tower and ideal conditions at the Base. He said some of the helicopter training does occur on the west side.

Mayor Weiers said he wanted to include the helicopter training on the west side also and he pointed out another concern, which was Luke Air Force Base. He said if the homes were built in that area, there would be many complaints about the noise and noise abatement would push more air traffic to the west side of the Airport. He was concerned about the amount of time all the cities in the state have put in to ensure the mission of Luke Air Force Base and now they would be in major conflict. He said this is a huge concern of his and he does not want this to become an issue. He said if homes are built in that area, the flights would be so close to the Airport, they would have to be extended further to start turns in to land. He explained this would push flights south or north over more residential areas. He said the solution would be to not allow any new homes to be built in that area.

Mr. Fix said Mayor Weiers was very accurate in his statements and it would be difficult to fly friendly.

Councilmember Aldama said the developer has required that a minimum of 33 percent of the homes have front porches, and he didn't think anyone would occupy the front porches with the type of noise they saw in the video. He also mentioned the 69 decibels of noise described by Mr. Bailey, and he quoted, "applicants shall provide with building plans, certification by an acoustical engineer or registered architect, specifying that the construction practices and/or materials of the unit will achieve a maximum interior noise of 45 decibels." He said is the industry standard and is not even enough to cover the 69 decibels or 62 decibels, nor the additional 6 or 7 decibels that may occur, depending on the flight pattern of the helicopter. He said that would be an injustice to the homeowners. He explained another red flag was "the property owner shall record a notice to prospective purchasers in proximity to the airport in order to disclose the existence and operational characteristics of Glendale Municipal Airport to future owners or tenants of the property." He said if he was a homebuyer and there were notices that there may be air traffic and there might be noise issues, the homes would stay empty for many years. He said he was disappointed that Phoenix might approve something like this and not encourage a better relationship with the city of Glendale.

Mayor Weiers said if you look at the numbers on the aviation map where it shows altitudes 90 and then shows 30 and 90 and 40 and 90 and 70, those are the maximum and minimums that small aircraft and large aircraft have to fly between. He said they have all experienced numerous phone calls about people upset about noise from airplanes. He said in Glendale you have to be over 3,000 feet over surface level. He said that is a concern if people typically complain about aircraft noise at 5,000 feet, as well as the possibility of helicopters landing. He said the complaints will really come in if these homes are built. He wanted to point out what those numbers mean.

Larry Rovey, a Yucca resident, said Phoenix neighbors have to complain to the city of Phoenix about the Glendale Airport. He also said petitions were circulated in Peoria as well about airport noise. He said it seems preposterous that this development would go through. He said the city needs to push forward with no residential in that area. He spoke about the city of Phoenix general plan amendment. He said the ultimate goal is for the sake of the Airport, the ballpark and the neighbors, no residences should be built.

Ms. Pamela Hanna read Resolution 4954 in its entirety, it being A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXPRESSING ITS OPPOSITION TO A PROPOSED RESIDENTIAL DEVELOPMENT AT 107TH AVENUE AND CAMELBACK ROAD NEAR THE GLENDALE MUNICIPAL AIRPORT AND CAMELBACK RANCH.

WHEREAS, the Glendale Municipal Airport serves as a crucial reliever airport for Phoenix Sky Harbor International Airport and accommodates air traffic and pilots from throughout the Phoenix metro area and;

WHEREAS, the Glendale Municipal Airport acts as an economic engine for Glendale and metro Phoenix; and

WHEREAS, residential development in close proximity to an airport is detrimental to the airport, as such development results in increased complaints regarding the airport from adjacent residents, particularly related to airplane and helicopter noise; and

WHEREAS, the proposed residential development by the Bela Flor developer at the northwest corner of 107th Avenue and Camelback Road, which is less than 1,500 feet from the Glendale Municipal Airport's runway is not an appropriate land use; and

WHEREAS, Camelback Ranch represents a regional partnership between the cities of Glendale and Phoenix to host the Los Angeles Dodgers and Chicago White Sox organizations in a premier baseball facility that operates nearly year-round; and

WHEREAS, the increased traffic and population density generated by the potential Bela Flor development will interfere with the use of and access to the facility by fans and the major league baseball organizations that train at the site; and

WHEREAS, Camelback Ranch leadership has joined the City of Glendale in voicing its opposition to the proposed Bela Flor development; and

WHEREAS, widespread neighborhood opposition to the proposed residential development has emerged from residents from both Phoenix and Glendale, causing the City of Phoenix's Maryvale Village Planning Committee to recommend that the Phoenix City Council reject the requested rezoning of the development.

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

SECTION 1. That the Glendale City Council opposes Bela Flor's rezoning and general plan amendment requests for land adjacent to the Glendale Municipal Airport and Camelback Ranch.

SECTION 2. That the Glendale City Council requests and urges the Phoenix City Council to reject Bela Flor's rezoning and general plan amendment requests and all future requests for changes from S-1 SP to any higher density residential use of Maricopa County Parcel No. 102-59-023, Lot 8, in the Glendale Spring Training Complex.

SECTION 3. That the Glendale City Council directs the Glendale City Manager and City Attorney to take all reasonable, necessary and prudent actions to oppose Bela Flor's rezoning and general plan amendment requests.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 5th day of May, 2015.

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

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

COUNCIL COMMENTS AND SUGGESTIONS

The Council had no comments or suggestions.

ADJOURNMENT

The meeting adjourned at 1:10 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, May 12, 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: 7 - Mayor Jerry Weiers, Vice Mayor Ian Hugh, Councilmember Jamie Aldama, Councilmember Samuel Chavira, Councilmember Gary Sherwood, Councilmember Lauren Tolmachoff, and Councilmember Bart Turner

[Mayor Weiers participated telephonically.]

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

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

Reverend Karen Muenich from Heritage Presbyterian Church offered the invocation.

CITIZEN COMMENTS

Susan Faier, an Ocotillo business owner, said she owns a business in the Ocotillo district. She wanted to thank the Council and staff to put the downtown area in the best light and who make the festivals run smoothly and safety. She thanked everyone for the advertising and promotion they do to assist businesses. She hoped more is to come with improving budgets. She asked Council to consider a process to approve permits, including an appeals process. She suggested a group be formed to assist businesses through the process and to be flexible enough to assist every business with their individual needs. She thanked everyone for their efforts to bring businesses and the city closer.

Coit Burner, an Ocotillo business owner, wanted to thank Councilmember Aldama for meeting with the merchants in Catlin Court. He said his business was here before there was a visitor's center and he knows how important those city departments are for his business. He said staff is always open to suggestions on how to improve relations and staff does a great job. He said the special events are invaluable to the downtown business owners. He said with Council's help, he would like to continue fostering those positive relationships. He thanked Councilmember Aldama again for his involvement.

Leonard Escudero, an Ocotillo resident, spoke about the Council vote against development of high density housing near the airport. He said this was important because that development would prevent the airport from growing. He said the agency representing the developer has stopped action and is no longer interested in developing that parcel of land. He said the airport has the potential to be a positive draw for tourism in the city. He said new training operations at the airport are bringing an international flavor to the city. He spoke about the corporate jets that were at the airport during the Super Bowl and thanked the Council again for encouraging local growth.

James Deibler, a student in the Barrel district, spoke about changing the city logo from the current logo to the city seal. He said it represents the state of Arizona and represents the residents better. He said the current logo is just artwork. He also spoke about the treatment plant moving to Tolleson to help save the city money. He also said he supported the casino because it will bring new jobs and prosperity to Glendale and

Peoria. He also advised he will be graduating from Glendale Community College.

APPROVAL OF THE MINUTES OF APRIL 28, 2015 VOTING MEETING

1. [15-324](#) APPROVAL OF THE MINUTES OF APRIL 28, 2015
Staff Contact: Pamela Hanna, City Clerk

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

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

PROCLAMATIONS AND AWARDS

2. [15-279](#) PROCLAIM MAY 17 THROUGH MAY 23, 2015 AS NATIONAL PUBLIC WORKS WEEK IN THE CITY OF GLENDALE
Staff Contact: Jack Friedline, Director, Public Works
Presented By: Office of the Mayor
Accepted By: Jack Friedline, Director, Public Works

CONSENT AGENDA

3. [15-273](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
4. [15-270](#) APPROVE LIQUOR LICENSE NO. 5-16343, TACO MICH & BAR
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
5. [15-271](#) APPROVE LIQUOR LICENSE NO. 5-10148, WHISKEY ROSE SALOON
Staff Contact: Susan Matousek, Revenue Administrator

This agenda item was approved.
7. [15-285](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE PROFESSIONAL SERVICES AGREEMENT WITH GAVAN & BARKER, INC. FOR 2014-2015 DRAINAGE STUDIES
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.
8. [15-286](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO A CONTRACT WITH VOUCHER RIDE, LLC FOR THE TAXI VOUCHER PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

9. [15-287](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR A FLASHING YELLOW ARROW STUDY
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

10. [15-293](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

11. [15-305](#) AUTHORIZATION TO PROVIDE AUTHORITY TO THE CITY ATTORNEY TO EXTEND THE ACTING CITY MANAGER CONTRACT ON A MONTH BY MONTH BASIS AS NEEDED AND AUTHORIZING THE EXTENSION OF THE ACTING CITY MANAGER CONTRACT
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

12. [15-308](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICE WITH COURIER GRAPHICS CORPORATION FOR THE PRINTING OF THE "GLENDALE @ PLAY" MAGAZINE
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

13. [15-309](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LARRY MILLER TOYOTA AND APPROVE THE PURCHASE OF SIX VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

14. [15-310](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET AND APPROVE THE PURCHASE OF THREE VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief

This agenda item was approved.

CONSENT RESOLUTIONS

15. [15-294](#) AUTHORIZATION TO ENTER INTO A CHANGE ORDER TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT 2015-HV-008 AND ACCEPT ADDITIONAL FUNDING FOR DRIVING UNDER THE INFLUENCE/HIGH VISIBILITY ENFORCEMENT OVERTIME
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4952 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 CHANGE ORDER NO. 1 (2015B-024) TO THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY CONTRACT NO. 2015-HV-008 AND ACCEPTANCE OF AN INCREASE IN FUNDING IN THE APPROXIMATE AMOUNT OF \$40,000 FOR DRIVING UNDER THE INFLUENCE (DUI)/HIGH VISIBILITY ENFORCEMENT OVERTIME EXPENSES ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Sherwood, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 3 through 5 and 7 through 15 The motion carried by the following vote:

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

6. [15-280](#) AWARD OF PROFESSIONAL SERVICES AGREEMENT WITH CASSIDY TURLEY COMMERCIAL REAL ESTATE SERVICES, INC., DOING BUSINESS AS DTZ, FOR REAL ESTATE CONSULTANT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

Mr. Friedline is a request to enter into an agreement for real estate consulting services regarding vacant or under-utilized properties. He explained nine properties are detailed in this contract and the vendor will optimize solutions and assist city goals of generating revenue regarding these properties. A real estate market analysis will also be completed on these properties.

Councilmember Turner said he called this off the Consent Agenda because he wanted to make it clear that this was a two phase project. The first phase was to gather information and market and economic research, and it will come back before Council at a workshop for additional direction before any buildings are put up for sale or any decisions are made.

Mr. Friedline said that was correct.

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

PUBLIC HEARING – RESOLUTIONS**16. [15-296](#) COMMUNITY DEVELOPMENT BLOCK GRANT CONSOLIDATED PLAN AND ANNUAL ACTION PLAN (PUBLIC HEARING REQUIRED)**

Staff Contact: Erik Strunk, Director, Community Services

Presented By: Gilbert Lopez, Community Revitalization Manager

Mr. Lopez said in order to continue receive community development block grant funds, the Community Development Advisory Committee (CDAC) conducts extensive public process for the FY15-16 through FY16-19 five year consolidated plan and the grants application process for the CDBG, HOME Investment Partnership, ESG grants for FY 15-16. The analysis also included review of impediments to fair housing choice. Mr. Lopez discussed the extensive process each applicant had to go through. He provided information on the amounts awarded under each grant and what those funds can be used for. He said the total grant amount was over \$2.7 million.

Vice Mayor Hugh opened the public hearing.

There being no speakers, Vice Mayor Hugh closed the public hearing.

RESOLUTION NO. 4953 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING AND AUTHORIZING SUBMISSION OF THE FIVE-YEAR CONSOLIDATED PLAN FOR FISCAL YEARS 2015-2019 AND THE ANNUAL ACTION PLAN FOR FISCAL YEAR 2015-2016 TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT AND FOR ACCEPTING A COMMUNITY DEVELOPMENT BLOCK GRANT IN THE AMOUNT OF \$2,107,952, A HOME INVESTMENT PARTNERSHIPS PROGRAM ALLOCATION IN THE AMOUNT OF \$469,146 AND EMERGENCY SOLUTIONS GRANTS FUNDING IN THE AMOUNT OF \$185,448.

Councilmember Sherwood said Mr. Lopez and Ms. Palmisano do an amazing job. It is getting more and more difficult to get those funds from the federal government. He said a good portion of the funds go into zip codes 85301 and 85302. He said these funds go 100 percent towards making city neighborhoods better. He thanked staff for all their hard work.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Councilmember Turner, seconded by Councilmember Chavira, to hold the next regularly scheduled Council workshop on Tuesday, May 19, 2015 at 1:30 p.m. in room B-3 of the City Council Chambers, to be followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Chavira spoke about two recent car jackings. He spoke with Chief Black about the problem. Chief Black said the Police department has reacted to this in a timely manner and gave the advice of always being aware of your surroundings. He told everyone if you see something, say something. Councilmember Sherwood welcomed Bob and Bunny Steiger back to the meeting.

Councilmember Tolmachoff congratulated James Deibler on his graduation from Glendale Community College and Chief Burdick on his retirement, and thanked him for his service to the city.

Vice Mayor Hugh thanked Chief Burdick for his service and congratulated Mr. Deibler on his accomplishment.

Councilmember Aldama introduced a special guest, David Jaquez, a third grade student at St. Teresa Catholic School. He said David's teacher tasked the children with doing a good deed and David chose to help a soldier overseas through an organization called Soldier's Angels. Councilmember Aldama asked why he chose to give a blanket for the soldier. David said because soldier's need to be warm in the winter and comfortable when sleeping. Councilmember Chavira and David's mother showed the audience the blanket that was designed by David.

David Jaquez said this was his first project for Soldier's Angels Blankets of Hope. He said he chose to make a blanket for his project because he learned that anyone can bring love and comfort into people's hearts, just like Jesus does, with the simplest acts of kindness.

ADJOURNMENT

The meeting adjourned at 6:46 p.m.



Legislation Description

File #: 15-314, 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.

Arts Commission

Joan Graham	Cholla	Reappointment	08/24/2015	08/24/2017
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Citizens Transportation Oversight Commission

Jeff McAfee	Cactus	Reappointment	07/25/2015	07/25/2017
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Commission on Persons with Disabilities

Gary Cox	Mayoral	Appointment	05/26/2015	02/27/2016
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Community Development Advisory Committee

Dorlisa Dvorak - Neighborhood Rep.	Ocotillo	Reappointment	07/01/2015	07/01/2017
Denise Flynn- Neighborhood Rep.	Ocotillo	Appointment	05/26/2015	05/24/2017

Library Advisory Board

Karen Aborne	Yucca	Reappointment	05/26/2015	05/26/2017
Jessica Koory	Ocotillo	Appointment	05/26/2015	04/13/2017

Risk Management/Worker's Compensation Trust Fund Board

Gary Deardorff	Mayoral	Appointment	07/24/2015	07/24/2017
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Legislation Description

File #: 15-330, Version: 1

PROCLAIM JUNE 1 THROUGH JUNE 7, 2015 AS NATIONAL CPR AND AED AWARENESS WEEK

Staff Contact: Mark Burdick, Fire Chief

Staff Contact: Chris DeChant, Assistant Fire Chief

Presented By: Office of the Mayor

Accepted By: Carol Gibbs, Program Education Coordinator, Save Hearts in Arizona Registry and Education

Purpose and Recommended Action

This is a request for City Council to proclaim June 1 through June 7, 2015, as National CPR and AED Awareness Week to strengthen the bystander “link” in the “cardiac chain of survival” for victims of ventricular fibrillation/sudden cardiac arrest. Carol Gibbs is the Program Education Coordinator for Save Hearts in Arizona Registry and Education (SHARE) for the Arizona Department of Health Services (ADHS) and the University of Arizona Sarver Heart Center and will be present to accept the proclamation.

Background

Approximately 326,000 Americans suffer sudden cardiac arrest each year and more than 95 percent of them die before reaching the hospital. If CPR and defibrillation are not applied within 10 minutes after sudden cardiac arrest, there is virtually no chance of survival. However, in cities where defibrillation is provided within five to seven minutes, the survival rate from sudden cardiac arrest is as high as 49 percent.

The ADHS Bureau of EMS & Trauma System established the Save Hearts in Arizona Registry and Education (SHARE) Program to promote a comprehensive, standardized system of out-of-hospital cardiac arrest care throughout Arizona. In 2005, Glendale was one of two valley fire departments trained by Dr. Bobrow to implement the CCC-CPR protocol. In conjunction with the City of Glendale Fire Department offering Continuous Chest Compressions-Cardiopulmonary Resuscitation (CCC-CPR) and Automatic External Defibrillator (AED) training, along with AED units located across the City in public buildings and heavy traffic areas, we can promote evidence-based treatment and improve survival from out-of-hospital cardiac arrest.

Previous Related Council Action

On May 27, 2014, Council proclaimed June 1-7, 2014, as National CPR and AED Awareness Week.

Community Benefit/Public Involvement

Protecting the public, whether they are living here, working in, or visiting the City of Glendale, is an important goal for the City of Glendale and the Glendale Fire Department. Providing free one-hour CCC-CPR and AED classes to the public upon request of businesses, clubs, groups, organizations, and schools are the steps to accomplish that goal. Training as many potential users of AED devices, having bystander CCC-CPR performed

early in cardiac arrest, and ensure trainees know to call 911 as soon as possible during an emergency will save lives. The goal this year is to transform awareness into action by encouraging citizens, organizations, and businesses to:

- **Learn CCC-CPR** - Contact the Glendale Fire Department. We provide free one-hour CCC-CPR and AED classes to the public upon request.
- **Know where the closest AED is located** - AED units are located across the City in public buildings and heavy traffic areas. Several businesses have purchased and registered their AED units with the SHARE Program.
- **Call 911**- Call 911 as soon as possible in an emergency. Stay on the line with the 911 operator until you are instructed to hang up.
- **Get Involved** - There are many ways to get involved and be part of saving a life. Learning how to call 911 early in an emergency and what information the operator needs to know. Take a class on CCC-CPR and invite a friend to go with you. If you belong to a group or an organization, get everyone involved. When you are out in a public or private building, be aware of the location of any AED unit. You never know when you may be called to action. Community leaders agree and support having AED units strategically placed in public buildings throughout the City. Typically less than 20% of bystanders do ANY CPR in Arizona. With your help, that number can be changed.



Legislation Description

File #: 15-325, Version: 1

2015 RUTH BYRNE HISTORIC PRESERVATION AWARD

Staff Contact: Jon M. Froke, AICP, Planning Director

Accepted By: Ms. Melissa Wittliff

Purpose and Recommended Action

This is a request by the Historic Preservation Commission for City Council to recognize Ms. Melissa Wittliff as the recipient of the prestigious Ruth Byrne Historic Preservation Award for her dedication to the preservation of Glendale's historic heritage.

Ms. Wittliff will be present to accept the award.

Background

The Ruth Byrne Historic Preservation Award was established in 1996. The purpose of the award is to recognize individuals or organizations that have made significant contributions to the preservation of Glendale's historic and cultural resources. This prestigious award is named after Ruth Byrne, a Glendale native, in honor of her dedicated work and ongoing efforts to preserve Glendale's history.

Each year, Council presents the award during the month of May in recognition of National Historic Preservation Month. After careful review and evaluation, the Historic Preservation Commission selected "The Dove of the Valley" as the 20th annual award recipient.

Ms. Wittliff is working to restore a two story home located at 8778 North 67th Avenue. The home, known as "The Dove of the Valley" is over 65 years old and has fallen into disrepair. Through Ms. Wittliff's efforts, the property is being cleaned and she is working to restore the home. The issuance of the award will acknowledge the achievements and dedication of Ms. Wittliff.

Community Benefit/Public Involvement

May is Historic Preservation Month throughout the United States. The 12th Annual Historic Preservation Tour was held on Saturday, May 2, 2015. Glendale is a community filled with quaint historic neighborhoods and a vibrant historic downtown. Ten Historic Districts are located in Glendale. The City of Glendale is committed to preserving and maintaining its historic heritage for future generations to enjoy.



Legislation Description

File #: 15-321, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a special event liquor license for the Assyrian Church of the East, submitted by Francis A. Murad. The event will be held inside the Aysirian Church Hall located at 17334 North 63rd Avenue on Saturday, June 20, 2015, from 7 p.m. to 1 a.m. The purpose of this special event liquor license is for fundraising.

Background Summary

The Assyrian Church Hall is zoned RR-45 (Rural Residential) and located in the Sahuaro District. Assyrian Church of the East has been issued prior liquor licenses for April 17, May 9 and June 5, 2015; therefore, the total number of days expended by this applicant will be four of the allowed 12 days per calendar year. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

SECTION 1 Name of Organization: ASSYRIAN CHURCH OF THE EAST

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

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

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

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

- Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: ASSYRIAN CHURCH HALL
Address of Location: 17334 N 63RD AVE. GLENDALE, AZ 85308
Street City County/State Zip

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

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

1. Applicant: MURAD FRANCIS A [REDACTED]
Last First Middle Date of Birth

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

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

4. Applicant's email address: [REDACTED]

SECTION 10

1. Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 3
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

3. Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)

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

Name ASSYRIAN CHURCH OF THE EAST Percentage 100%
 Address _____
 Street City State Zip
 Name _____ Percentage _____
 Address _____
 Street City State Zip

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

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

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

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

0 Number of Police 0 Number of Security Personnel Fencing Barriers

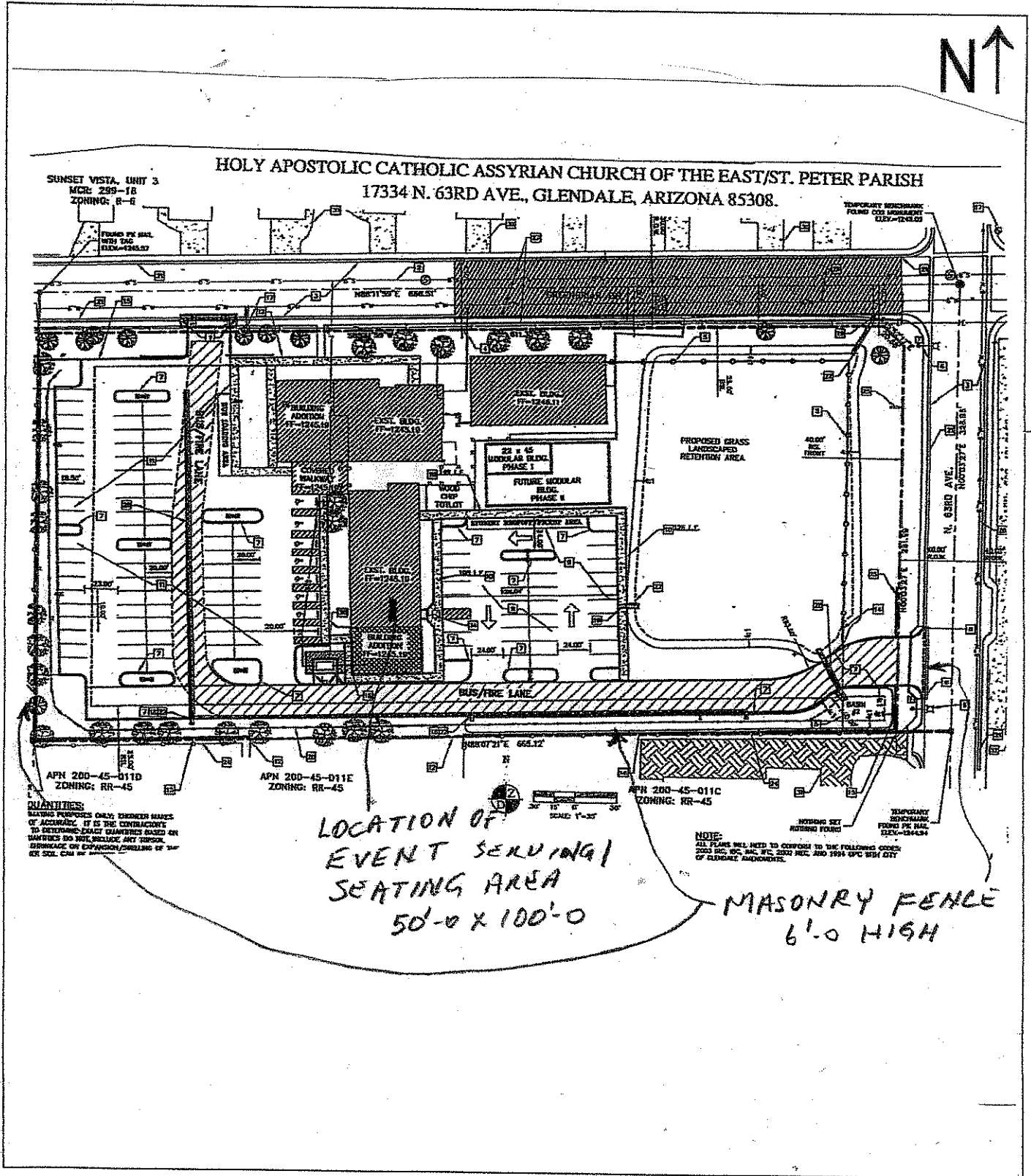
Explanation: ADULT PATRONS WILL BE AFFIXED WITH DISTINCTIVE WRIST BAND. CHURCH COMMITTEE MEMBERS WILL MONITOR & CONTROL LIQUOR SERVICE AND CONSUMPTION. MINORS WILL

ENTER WITH ADULT FAMILY MEMBERS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>6/20/2015</u>	<u>Saturday</u>	<u>7 PM</u>	<u>1 AM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

SECTION 12 License premises diagram. The licensed premises for your special event is the area in which you are authorized to sell, dispense or serve alcoholic beverages under the provisions of your license. The following space is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades, or other control measures and security position.



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

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

x Francis A Murad OFFICER 2-2-2015 4802496964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 2 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 Shannon Huard
Date Signature of Notary Public

SHANNON HUARD
 Notary Public - Arizona
 Maricopa County
 My Comm. Expires Jul 2, 2017



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

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

x Francis A Murad OFFICER 2-2-2015 4802496964
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 2 2 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 7/2/2017 Shannon Huard
Date Signature of Notary Public

SHANNON HUARD
 Notary Public - Arizona
 Maricopa County
 My Comm. Expires Jul 2, 2017



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-20

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-28-15**

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

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

Application Type: **New License**

Definition: New License

Business Name: **Assyrian Church of the East**

Business Address: **17334 N. 63rd Ave**

Applicant/s Information

Name: **Murad, Francis**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/28/2014	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	1		
Total calls for service	2	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

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.

100% percent of the proceeds from this Special Event go to the Assyrian Church of the East.

Events are scheduled for 06-20-15 (Sat).

Current License Holder:

New License

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>4-28-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>4-28-15</u>



Legislation Description

File #: 15-299, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16691, ROSE LANE 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 Rose Lane Market located at 6205 North 59th Avenue, Suites A & B. The Arizona Department of Liquor Licenses and Control application (No. 10076654) was submitted by Rimoun Elias.

Background Summary

The location of the establishment is in the Ocotillo 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 20,021. Rose Lane Market is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

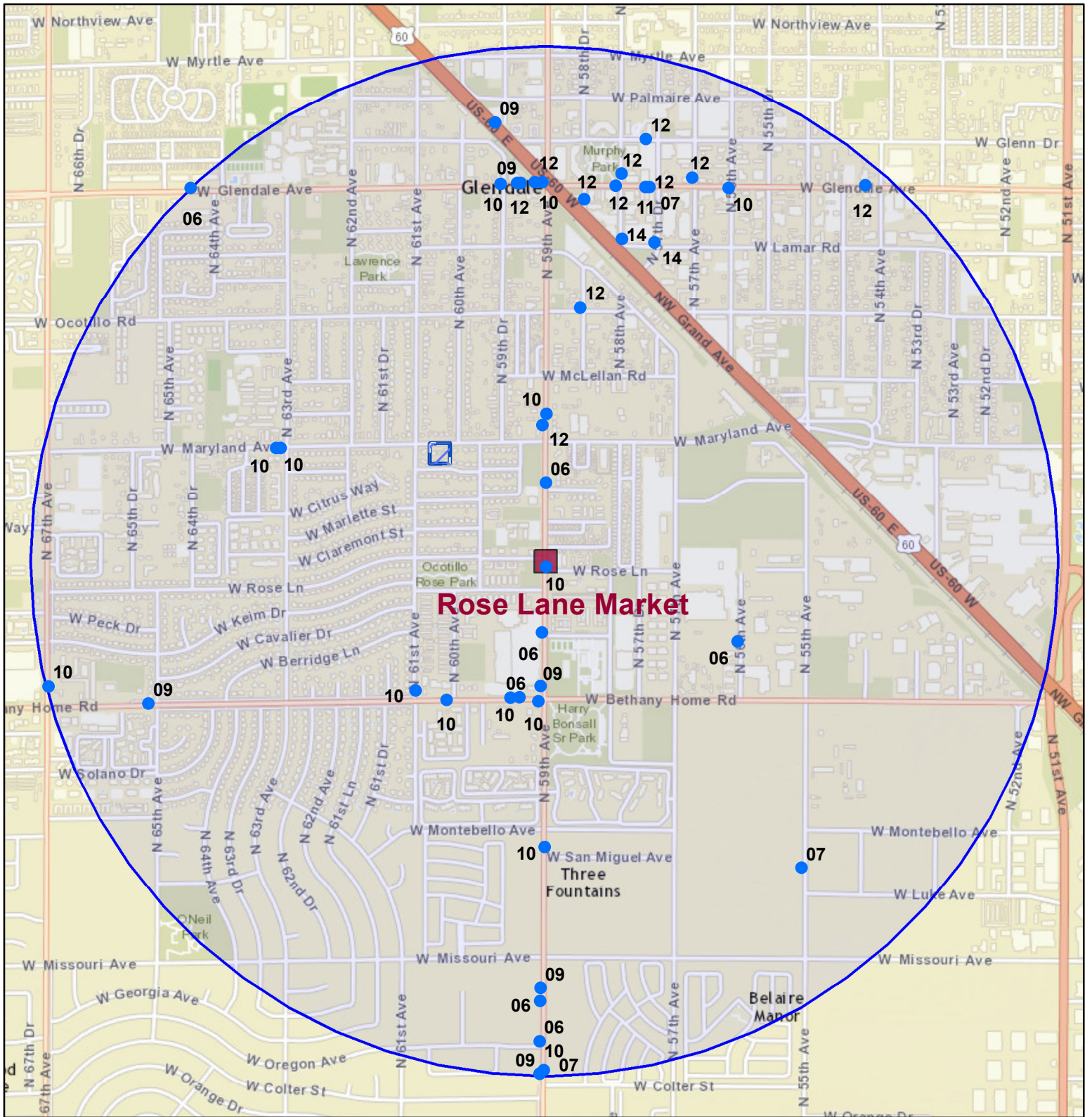
Series	Type	Quantity
06	Bar - All Liquor	7
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	6
10	Liquor Store - Beer and Wine	14
11	Hotel/Motel	1
12	Restaurant	11
14	Private Club	<u>2</u>
	Total	44

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, April 10 thru April 30, 2015.



BUSINESS NAME: Rose Lane Market

LOCATION: 6205 N. 59th Ave., Suite A&B

APPLICANT: Rimoun Elias

ZONING: C-2

APPLICATION NO: 5-16691

**SALES TAX AND LICENSE DIVISION
CITY OF GLENDALE, AZ**



15-79

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **04-22-15**

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: **Rose Lane Market**

Business Address: **6205 N. 59th Ave Ste A&B**

Applicant/s Information

Name: **Elias, Rimoun**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 4/22/2010	Other Suites	New ownership call history beginning: 4/6/2015
Liquor Related		1	
Vice Related			
Drug Related		1	
Fights / Assaults		1	
Robberies	2	1	
Burglary / Theft	2	5	
911 calls	6	1	
Trespassing	1	1	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	2		
Other non-criminal*	5	3	
Other criminal		1	
Total calls for service	18	15	0

* 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:

Fayez Touma Slivo (Agent)
F & S Management 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>4-22-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>P. S. J.</u>	<u>4-22-15</u>



Legislation Description

File #: 15-329, Version: 1

POSITION RECLASSIFICATIONS

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

Purpose and Recommended Action

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

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2014-15 Budget. Human Resources Policy 301.II.A.4 states the following with regard to position reclassifications:

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

- a. When a filled position is reclassified to a class in a higher pay range, the employee occupying the position may receive a salary adjustment for the reclassification as determined by Human Resources. If the employee's current salary is less than the minimum of the new range the employee will be placed at the minimum of the new range.
- b. If, at the time of the reclassification, an employee is receiving temporary assignment pay for performing additional duties that fall within the scope of the new classification, the employee's base salary will be adjusted accordingly but shall not exceed the maximum of the new grade and the temporary assignment pay shall cease.
- c. If a filled position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the employee will not be eligible for any additional increase in salary until the pay range maximum is once again higher than the actual salary.

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

The Economic Development department would like to reclassify an existing Program Administrator position to an Economic Development Officer due to changes in organizational structure and assignments. This is a high profile position responsible for coordinating and managing city-wide strategic initiatives such as the Fiesta Bowl, Pro Bowl and Super Bowl, Camelback Ranch, Light Rail and Downtown Centerline projects. The requirements of this position have grown in scope beyond a Program Administrator level and have reached that of a senior level position.

The Public Works Department is requesting that two Equipment Mechanic I positions (one vacant and one filled) be reclassified to Equipment Mechanic Specialists. These two positions have always worked on heavy equipment but had been limited to performing minor repairs to Sanitation equipment in the field. They are now performing troubleshooting and more complex repairs to sanitation equipment in the field, as well as handling emergency repairs in the field. No other Equipment Mechanic I positions perform repair work on heavy equipment.

The Water Services Department would like to reclassify a vacant Water Services System Tech II in the Water Distribution division to a Water Services System Technician I. Each Water Distribution Crew is comprised of at least three employees, including one Water Services System Technician II and two Water Services System Technician I's. At this time there are a sufficient number of Water Services System Technician II's in the division. An additional Technician I will enable the division to achieve optimal performance. The position will perform regular maintenance to the water distribution system as well as provide response to water emergencies around the city.

Water Services would also like to move a vacant Service Worker II position from Water Distribution (2400-17290) to Storm Water (2420-17699) and reclassify the position as a Water Services Supervisor. The city's storm water system is comprised of approximately 200 miles of piping, 2,235 manholes, 2,642 dry wells and 5,162 catch basins. The addition of a supervisor position in the Storm Water division would allow for oversight of day-to-day operations, provide leadership to the current staff of four and ensure regulatory requirements are met.

Analysis

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

Previous Related Council Action

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

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

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

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

Council approved position reclassifications at the March 24, 2015 Council meeting.

Council approved position reclassifications at the May 12, 2015 Council meeting.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

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

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Positions Recommended for Reclassification
May 26, 2015

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
530	Economic Development	1000	General	Program Administrator	Economic Development Officer	Realign to better meet department needs.	5/30/2015	\$487.52
362	Public Works	2480	Sanitation	Equip Mechanic I	Equip Mechanic Spec	Reclassify to better suit division needs	5/30/2015	\$0.00
1228	Public Works	2480	Sanitation	Equip Mechanic I	Equip Mechanic Spec	Reclassify to better suit division needs	5/30/2015	\$56.32
734	Water Services	2400	Water	Water Srvc Sys Tech II	Water Services System Tech I	Realign to better meet department needs.	5/30/2015	\$0.00
712	Water Services	2400	Water	Srvc Worker II (Water)	Water Services Supervisor	Realign to better meet department needs.	5/30/2015	\$0.00



Legislation Description

File #: 15-332, Version: 1

AUTHORIZATION TO AWARD CONTRACT TO DELTA DENTAL FOR PPO DENTAL INSURANCE

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

Purpose and Recommended Action

This is a request for City Council to approve and direct the Acting City Manager to enter into a contract with Delta Dental for Preferred Provider Option (PPO) employee dental insurance covering City of Glendale Active employees, Retiree's and COBRA participants for the Fiscal Year 2015-2016 and authorizing the City Manager the option to extend the term of this contract four (4) additional years in one (1) year increments.

Background

The City has traditionally offered a PPO dental plan to employees. Currently there are 1,327 employees enrolled in this plan. The City entered into the existing contract with Delta Dental on July 1, 2011 which was subsequently approved for an extension by City Council through June 30, 2015. Since entering into the original contract in 2011, there was an increase to the overall premiums in FY13-14, however no increase in premiums was incurred by the plan participants.

Analysis

In October 2014, Human Resources began the RFP process in conjunction with Segal Consulting, for Dental, Vision, and Life Insurance and administrative services for Disability benefits. An evaluation committee comprised of Segal Consulting and employees from Human Resources, Police, Fire, Community Services, and Public Works reviewed the proposals for PPO dental insurance and determined that Delta Dental best matched both the needs of the employees and the city.

Through the RFP process, the pricing for PPO dental insurance has decreased 5.9% saving the city approximately \$98,925/year. In addition, Human Resources recommends changing from a 2-tier to a 3-tier premium structure which coincides with our medical plan rate structure. This change will also result in a lower premium for those employees with only one dependent and a slightly higher premium for those employees with more than one dependent. The City and the employees will continue to share the cost and the percentage of contribution the City makes will remain the same.

Previous Related Council Action

On December 10, 2013, Council ratified the original contract with Delta Dental which was effective July 1, 2011.

On May 13, 2014, Council approved the extension of existing contract with Delta Dental through June 30,

2015.

At the March 24, 2015 City Council Budget Workshop, staff presented FY15-16 PPO dental insurance rate information for employees and retirees.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$1,566,612	2580-18210-541201, PPO Dental - Employees
	2580-18210-541801, PPO Dental - Retirees

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



DELTA DENTAL OF ARIZONA

5656 W. Talavi Blvd.

Glendale, AZ 85306

(602) 938-3131

An Arizona Not For Profit Dental Service Plan

Employer Group Dental Contract

The completion of the Master Application and premium payment made by City of Glendale is the consideration that binds the parties. City of Glendale will be called Employer Group in this Employer Group Dental Contract. The Employer Group Dental Contract, henceforth in this document, will be referred to as This Contract. Delta Dental of Arizona will be referred to as DDAZ in This Contract. The Master Application is a part of This Contract and binds the parties.

This Contract:

- A. Is issued for the Initial Rate Guarantee Period outlined below; and
- B. May be renewed for successive renewal periods by the payment of premiums set by DDAZ on each renewal date and by a signed contract amendment indicating the renewal effective date, and any applicable changes to this contract.

The length of each renewal period will be set by DDAZ, but will not be less than twelve -- (12) months except for the initial change of a contract term.

Entire Contract and Contract Amendments:

This Contract with all Appendices, the Dental Benefits Booklet, the Appeals Booklet (if applicable) and the Master Application of the Employer Group constitute the Entire Contract between the parties. A copy of the Employer Group's Master Application, the Dental Benefits Booklet, and the Appeals Packet (if applicable) are attached to This Contract when issued.

This Contract may be changed in whole or in part. No change in This Contract will be valid unless it is approved in writing by DDAZ's Chief Executive Officer and given to the Employer Group for attachment to This Contract. No agent has the authority to change This Contract or to waive any of its provisions.

Employer Group Number:	4211
Original Effective Date:	July 1, 2005
Restated Contract Effective Date:	<u>July 1, 2015</u>
Initial Coverage Period:	July 1, 2015 through June 30, 2017

DELTA DENTAL OF ARIZONA

5656 W. Talavi Blvd

Glendale, AZ 85306

Employer Group Dental Contract

This Employer Group Dental Contract includes the following Appendices:

Appendix A: Summary of Benefits
Appendix B: Employer Group Specifications
Appendix C: Funding Agreement

Delta Dental of Arizona and the Employer Group agree to comply with all provisions set forth in This Employer Group Dental Contract.

AUTHORIZED SIGNATURES

City of Glendale

Delta Dental of Arizona

By: _____

By: *R. Allan Allford*
R. Allan Allford

Title: _____

Title: President/CEO

Date: _____

Date: March 12, 2015

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DEFINITIONS

The following terms, words and phrases will, for purposes of This Contract be defined as follows:

Allowable Charge(s) are determined as follows for the **PPO plus Premier Plan**:

Delta Dental PPO Network: The lesser of the Participating Dentist's billed charges or the PPO Table of Allowance for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s)

Delta Dental Premier Network: The lesser of the Participating Dentist's filed fee, billed charges or the Premier Maximum Reimbursable Amount for services rendered. A Participating Dentist will not charge a Covered Person more than the Allowable Charge(s)

Non-Contracted Dentist: The lesser of the dentist's billed charges or Non-participating Dentist Table of Allowance DDAZ will pay the Covered Person the Allowable Charge(s). A Covered Person will be responsible for the full cost of treatment

Benefit Waiting Period: is the period that must pass after the person is a covered Subscriber but before benefits will be paid for certain procedures or categories of expense

Benefit Year: is the time period for which benefits are paid, time limitations are tracked, and the deductibles and maximum benefits are applied. A Benefit Year can be either a calendar year or Employer Group Contract Year. See Appendix A for the Benefit Year that applies in This Contract

Change in Family Status: includes marriage, birth, or adoption of a child, divorce, or legal separation, loss of employment by a spouse, and death of an employee, spouse, or child

Contract Year: is the period beginning on the effective date of This Contract and each yearly period thereafter. This Contract is for one (1) year with four (4) renewable one (1) year terms. Any portion of This Contract may be amended, particularly the Benefit Provisions and rates at the conclusion on the initial or any subsequent one year term, provided such amendment is agreed to in writing signed by both parties. The period for each Contract Year is included in Appendix A

Covered Person: is an eligible employee or dependent insured under This Contract who has satisfied the eligibility requirements as outlined in Appendix B of This Contract.

Covered Services: include Dental Services rendered by eligible providers to the extent that the benefit plan provides payment for those services after any Benefit Waiting Period has been satisfied. See the Summary of Benefits in the Dental Benefits Booklet and Appendix A of This Contract

DDAZ: means Delta Dental of Arizona

Deductible: is the amount of covered dental expenses that the Subscriber pays before the dental benefits are payable, and applies to each Covered Person per Benefit Year. Only fees charged for covered dental services will apply to the Deductible. Refer to the Dental Benefits Booklet for a more detailed description of the deductible and how it is applied

Dentist: A natural person licensed to practice dentistry within the jurisdiction in which the service was provided

Dental Plan: includes the dental care benefits provided by DDAZ in accordance with This Contract and described in the Dental Benefits Booklet

Eligibility Waiting Period: is the period that must pass before the eligible employee is covered as a Subscriber for benefits under the terms of This Contract. Refer to Appendix B of This Contract for the eligibility waiting period.

Enrollment Date: is the Subscriber's effective date of coverage under This Contract or, if earlier, the first day of the waiting period for such coverage.

Maximum Reimbursable Amount: is the applicable maximum dollar amount paid by DDAZ toward the cost of dental care incurred by an individual or family. Delta Dental calculates the applicable Maximum Reimbursable Amount provided by contracting dentists to Delta Dental.

Non-Participating Dentist Table of Allowance: means the fixed dollar maximums paid by DDAZ for services rendered by a Dentist who is not a Participating Dentist with Delta Dental.

Open Enrollment: is the annual one-month period before the beginning of any Contract Term allowing an Eligible Employee, who initially waived coverage, to enroll himself and/or Eligible Dependents.

Participating Dentist: is a Dentist who has signed an agreement with DDAZ.

PPO Table of Allowance: means the fixed dollar maximums paid by DDAZ for services rendered by a Participating Dentist in the Delta Dental PPO Network.

Predetermination of Benefits: is a statement of costs submitted prior to dental care and treatment. In this process, DDAZ will verify eligibility and determine the amount of benefits to be paid under this contract and provide that estimate to the Subscriber.

This Contract: means this written agreement, (including all Appendices, The Master Application, the Dental Benefits Booklet, the Appeals Packet (if applicable) and any amendments) between the Employer Group and DDAZ.

ELIGIBILITY PROVISIONS:

REQUIREMENTS FOR ELIGIBILITY:

EMPLOYER GROUP CONTRIBUTION

When the Employer Group makes a contribution toward the employee and/or dependent premium, this amount will be shown as a percentage and is stated in Appendix B of This Contract.

MINIMUM PARTICIPATION REQUIREMENTS

The Employer Group will maintain a minimum number of all eligible employees enrolled in this Employer Group Dental Plan. This amount will be shown as a percentage and is stated in Appendix B of This Contract.

DUAL-COVERAGE

An individual cannot be enrolled as a Subscriber and a dependent under the same DDAZ Employer Group Dental Contract. However, an individual may be covered as a Subscriber under one (1) DDAZ Employer Group Dental Contract and as a dependent under a different DDAZ Employer Group Dental Contract (Refer to the Coordination of Benefits section of This Contract and the Dental Benefits Booklet). No one can be insured as a dependent of more than one (1) insured individual within the same Employer Group Dental Contract. A dependent may be covered under two (2) different Employer Group Dental Contracts with DDAZ.

REHIRED SUBSCRIBERS

Unless stated differently in Appendix B of This Contract, a Subscriber rehired up to twelve (12) months following the date of termination may rejoin the Plan with no eligibility waiting period. If the Subscriber is reinstated during

the same Benefit Year in which the termination occurred, any Deductibles and Maximums met before termination will be applied. Any benefit waiting periods or portions of benefit waiting periods that have been satisfied will be credited. A Subscriber rehired twelve (12) months or later from the date of termination must meet the same requirements as a new employee. The date of rehire will become the date of hire.

UNDERWRITING REQUIREMENTS

The Employer Group agrees to comply with the underwriting requirements that DDAZ reasonably requires from time to time. DDAZ will give the Employer Group sixty (60) days' notice of any changes.

ELIGIBLE EMPLOYEES

An employee may be covered under this program:

- A. While he/she is a regular employee in a class of eligible employees as defined and included in This Contract; and/or
- B. While he/she is a full-time regular employee of the Employer Group, who works a required number of hours per week as stated in This Contract.

Temporary or seasonal employees are not eligible for coverage in This Contract. The specific Employer Group definitions of eligible employees are included in Appendix B.

RETIRED EMPLOYEES

Retired employees are an eligible class of employees ONLY if requested on the Employer Group Dental Master Application, approved by DDAZ, and stated in Appendix B of This Contract.

The Employer Group must provide DDAZ with a complete description of the conditions that employees must meet to qualify for retiree benefits. Retired employees are eligible for coverage only when the requirements established by the Employer Group for retiree benefits have been met. If retiree coverage is added to This Contract at a later date, only those who retire after the effective date will be eligible for coverage.

The retiree should have been continuously covered under This Contract prior to retirement. The relationship with the Employer Group will be considered severed as of the date the retiree terminates coverage with the Employer Group and no longer receives benefits from that Employer Group. In that event the retiree will no longer be considered benefits eligible under This Contract.

ELIGIBLE DEPENDENTS:

If the Subscriber is covered, the following dependents may also be covered under this program:

- A. A Subscriber's lawful spouse; and
- B. A Subscriber's children under the age limits noted in the Summary of Benefits or the children of the subscribers' spouse, including:
 - 1. Newborn children;
 - 2. Step-children;
 - 3. Persons under legal guardianship substantiated by a court order;
 - 4. Legally adopted children;
 - 5. Children placed for foster care; and
 - 6. Children placed for adoption with the Subscriber in accordance with applicable state or federal law.

The dependent age limitation for this Employer Group is included in Appendix B.

Handicapped Dependents: A Subscriber's dependent Child over the limiting age as noted in the Summary of Benefits may continue to be eligible as dependents if they are incapable of self-sustaining employment because of physical or mental incapacity that began before the limiting age and are dependent on the Subscriber for their support and maintenance. Proof of incapacity must be provided to DDAZ and the Subscriber's employer within thirty-one (31) days of a request, but not more frequently than once per year following the date the child reaching the applicable limiting age.

Military Status: No children who are on active duty in military service are eligible for coverage under This Contract

EFFECTIVE DATE OF COVERAGE:

ELIGIBLE SUBSCRIBERS

Subscribers are covered under this program:

- A. After completion of the eligibility waiting period as stated in Appendix B of This Contract.
- B. When the Subscriber completes the DDAZ approved enrollment form required by This Contract and the Employer Group sends the enrollment form with the required monthly premium payments to DDAZ
- C. After the benefit waiting period, if applicable, has been satisfied. The benefit waiting periods are stated in Appendix A of This Contract

ELIGIBLE DEPENDENTS

Dependents are covered under this program:

- A. On the date the Subscriber's coverage is effective; or
 - a. After an open enrollment period allowing employees to make coverage changes. Coverage is effective on the first of the month of the new Contract Year following open enrollment; or
 - b. On the date the dependent is acquired. For this eligibility, "acquired" means:
 - c. The birth, adoption, placement for foster care, placement for adoption with the Subscriber and for whom the application and approval procedures for adoption have been completed; or
- B. A marriage that results in the spouse and step-children being added to coverage; or
- C. The date of a court order which requires such person to be covered
- D. Coverage shall only begin for such dependents after the benefit waiting period, if applicable, has been satisfied.

RETIRED EMPLOYEES:

Retired employees must enroll for coverage on DDAZ approved enrollment forms. The effective date of coverage for an eligible retired employee is the later of:

- A. The date retired employees are eligible for coverage under This Contract;
- B. The date of retirement for employees who retire after the effective date of This Contract;
- C. If DDAZ receives the enrollment forms more than thirty (31) days after the Retired employee's eligibility date, DDAZ may require evidence of insurability. If accepted, the effective date of coverage will be the date DDAZ specifies. Based on evidence of insurability (an application process in which the retiree must provide documentation of the good health condition of the subscriber and his/her dependent's health in order to be approved for coverage), the retiree may be required to satisfy a six (6) month waiting period before coverage begins

ADDITIONAL INFORMATION ON COVERAGE AND EFFECTIVE DATES FOR ENROLLMENT:

Eligible employees have thirty-one (31) days after becoming eligible to enroll for coverage. Employees who do not enroll when first eligible, or during the open enrollment period, may join only if they incur a change in family status which affects eligibility for dental coverage. DDAZ will not require evidence of insurability for enrollment.

If an employee does not enroll his/her dependents when they are first eligible and later acquires a dependent as a result of marriage, birth, placement for foster care, adoption or placement for adoption, the dependent(s) may enroll for coverage at that time.

If a Subscriber acquires a dependent due to marriage, the effective date of coverage of the eligible dependent(s) will be the first of the month following the event as long as DDAZ receives the enrollment form. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and the Employer Group must send it to DDAZ within forty-five (45) days from the date of marriage. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective

Employer Group must send it to DDAZ within forty-five (45) days from the date of marriage. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change

If a Subscriber acquires a dependent as a result of birth, placement for foster care, adoption, or placement for adoption, the effective date of coverage for the newly acquired dependent and any other eligible dependent(s), will be the date of the event. The Subscriber must complete and sign a DDAZ approved enrollment form within thirty-one (31) days and The Employer Group must send it to DDAZ within forty-five (45) days from the date of event. If there is a change in premium, it will be included in the next billing date after the change, adjusted back to the effective month of the change

An approved enrollment form must be submitted to add newborn or any adopted children, even if no additional premium is required. DDAZ's claim payment system tracks deductibles, maximums, and benefit information individually for each Covered Person. The name and other pertinent information, as included on the enrollment form, are required to process claims. Therefore, although it is not required that an enrollment form be completed for anyone under age three (3), it is prudent to address this as soon as possible. The claims payment may be delayed and/or possibly denied if DDAZ does not have the data on this dependent in the claims paying system and if premium has not been paid for this dependent.

If a court orders that coverage be provided by a Subscriber, the effective date of coverage for this covered person will be the first billing date after DDAZ receives the approved enrollment form. The Subscriber must complete and sign the DDAZ enrollment form within thirty-one (31) days and send it to DDAZ within forty-five (45) days after the court order is issued. However, the effective date of coverage may be different if required by court order or applicable law.

OPEN ENROLLMENT

An eligible employee may enroll for coverage for the eligible employee and any eligible dependents during any Annual Open Enrollment period. The effective date of coverage will be the renewal date immediately following that open enrollment period, as long as the DDAZ approved enrollment form is completed, signed, and returned within thirty one (31) days. The approved enrollment form must be received by DDAZ within forty-five (45) days of the beginning date of that Open Enrollment period.

REMOVING DEPENDENTS AND OTHER ELIGIBILITY CHANGES

If a Subscriber elects to change from family coverage to single coverage, drop a dependent from family coverage, or voluntarily withdraw from coverage during an open enrollment period, the Employer Group will provide notice of such change to DDAZ. All changes must be on a DDAZ approved enrollment form. The minimum participation as stated in This Contract must continue to be met during each renewal period.

The change will be effective on the last day of the billing month in which the election is made, as long as the Employer Group provides timely notice.

TERMINATION OF COVERAGE

LOSS OF ELIGIBILITY:

Coverage for the Subscriber and Covered Dependents will terminate on the last day of the month, or as designated by the Employer Group and stated in Appendix B of This Contract

The Subscriber's eligibility ceases upon:

- A Termination of employment;
- B Loss of full time active status, other than during a leave of absence;
- C Failure to return to active full-time employment at the end of a leave of absence;
- D Failure to satisfy any eligibility requirements stated in This Contract in Appendix B;
- E The date of death of the eligible Subscriber, *or*
- F Termination of This Contract

Covered Dependents' eligibility ceases upon:

- A. Termination of the employee's employment;
- B. The date the Employee no longer meets the eligibility criteria under This Contract;
- C. The dependent spouse is no longer an eligible dependent as a result of a divorce decree;
- D. The date a self-sustaining, employable, dependent child reaches the age limits noted in the Summary of Benefits;
- E. The date of the employee's death;
- F. The date This Contract terminates

LEAVE OF ABSENCE

The Employer Group may continue coverage for Subscribers for a maximum period as designated by the Employer Group when an employee is on an authorized leave of absence. The Employer Group must continue to pay premiums during a leave of absence. The Employer Group may require that an employee enroll in COBRA coverage for the duration of the leave of absence.

OTHER CIRCUMSTANCES AND CONDITIONS

- A. Termination of any Covered Person under This Contract will become effective the last day of the month that the Employer Group does not pay DDAZ the required monthly premium for that covered person.
 - B. Coverage for a Subscriber may be terminated following sixty (60) days' notice from DDAZ for misrepresentation or fraud in the Subscriber's use of services or benefits. DDAZ may also terminate coverage for a Subscriber for disruptive, unruly, or abusive behavior (not related to the use of dental services).
 - C. If an Employer Group does not provide timely notice of the termination of a Subscriber and/or dependents, DDAZ may terminate coverage as follows:
 - 1. The last day of the billing month/day in which the Subscriber is no longer eligible for coverage; or
 - 2. A date which is not more than sixty (60) days prior to DDAZ's actual receipt of the written notice.
- The Employer Group is liable for the payment of premium through the date of termination elected by DDAZ.

COVERAGE AFTER TERMINATION:

Benefits will not be paid for services provided after a Subscriber's coverage ends, including pre-determined services, except for multiple appointment procedures with a date of service before the termination of coverage which were completed within thirty (30) days from the date your coverage ended. Such benefits will be subject to all conditions specified in This Contract.

COBRA

Under Federal law, it is the Employer Group's responsibility, as Plan Administrator, to inform employees and dependents of the availability, terms, and conditions of continuation coverage available under COBRA (Consolidated Omnibus Budget Reconciliation Act of 1985). COBRA requires most employers who have twenty or more employees and sponsor Employer Group health benefits to offer employees and their covered dependents the opportunity for a temporary extension of Employer Group health coverage at Employer Group rates in certain instances where coverage under the plan would otherwise end. Employer Group health coverage can include dental coverage depending on whether dental is considered a "core" benefit as defined in the COBRA regulations. This coverage is known as Continuation Coverage. It is the Employer Group's responsibility to inform the employee of their rights under COBRA and to inform DDAZ of those Subscribers and/or Covered Dependents who satisfy the criteria to continue dental coverage under this regulation.

CONVERSION COVERAGE

Subscribers eligible for conversion coverage

A Subscriber may enroll in conversion coverage upon loss of employment or a change in benefits eligible status after COBRA coverage ends as long as the Employer Group Dental Contract with DDAZ is still in force. If the Subscriber is not eligible for COBRA coverage due to the size or type of the Employer Group, conversion coverage will apply upon termination of employment or loss of coverage due to a change in benefits eligible status.

A Covered Dependent may enroll in conversion coverage upon the death of a Subscriber, divorce, or termination of employment of the Subscriber. Conversion coverage will also apply to dependents upon loss of coverage due to reaching the limiting age. The conversion coverage may include covered dependent children for whom the spouse has responsibility for care and/or support.

DDAZ requires a DDAZ approved enrollment form and the first premium payment within thirty-one (31) days for the conversion contract to become effective. The effective date of the conversion contract will be the day following termination of active group coverage or if applicable, the day after COBRA Continuation coverage ceases provided that This Contract continues to be in force. No evidence of insurability is required.

Subscribers not eligible for conversion coverage

This conversion coverage is not available to a person covered by other dental benefits, which, together with this conversion coverage, would constitute duplicate insurance. This coverage also does not apply if the Employer Group terminates This Contract.

RESPONSIBILITIES OF THE PARTIES

RESPONSIBILITIES OF THE EMPLOYER GROUP

ADMINISTRATION

- A. Provide DDAZ with all the information required to confirm a Subscriber's eligibility for coverage or termination of coverage
- B. Provide DDAZ with notice of any changes of name, address, or marital status of Subscribers
- C. Provide DDAZ with written notice of any changes, other than termination, in a Subscriber's coverage status within thirty-one (31) days after such changes using DDAZ approved forms
- D. Provide DDAZ with written notice of a Subscriber's termination of coverage to DDAZ as soon as possible, but not more than sixty (60) days after coverage terminates
- E. Notify Subscribers of the conversion coverage available in the Dental Plan outlined in the Dental Benefits Booklets and This Contract if, applicable
- F. Notify the Subscribers when This Contract terminates that their coverage has ended. Notwithstanding this notice requirement, coverage will terminate even if such notice is not given by the Employer Group.
- G. Distribute all notices from DDAZ to Subscribers and comply with federal and state disclosure laws. Notice given to the Employer Group is considered to be notice to the Subscriber. Notice given to Employer Group is considered to be notice to all subsidiaries and sublocations of This Contract.
- H. Provide COBRA administrative services as described in the Dental benefits booklet and This Contract
- I. The Employer Group agrees to indemnify DDAZ against any penalties resulting from the Group's failure to deliver notices as required by law

PREMIUM PAYMENT PROVISIONS

- A. This Contract will not become effective until DDAZ has received the payment of the initial monthly premium.
- B. The Employer Group determines the amount, if any, of each member's contribution toward the cost of insurance
- C. The Employer Group will provide DDAZ with a copy of the State Unemployment Tax and Wage Report upon request to verify participation requirements assumed in developing premium rates
- D. The premium due on each premium due date is the sum of the premiums for all covered Subscribers and covered dependents. Premium rates are stated in Appendix B of This Contract
- E. The Employer Group will pay the net amount listed on the monthly billing provided by DDAZ. The Employer Group will report employee terminations on the monthly billing or by submitting a copy of a payroll transmittal indicating the additions, terminations, and changes from the previous month's billing. The DDAZ approved enrollment form must be submitted for each individual being added or making a change regardless of the mechanism (billed or transmittal) used to report eligibility changes.

- F. The Employer Group's records will be available for review by DDAZ with reasonable notice to confirm the accuracy of the payments made or data provided
- G. DDAZ may give the Employer Group up to a maximum of sixty (60) days credit (from last billing issued) for retroactive deletions unless claims were paid for the retroactive terminated Subscribers.
- H. The Employer Group must pay premiums for any months in which claims were incurred by any of the Subscribers that the Employer Group is retroactively terminating
- I. Subsequent premiums are due on the first of the month for coverage during that month.
- J. If a premium is not paid on or before its premium due date, it may be paid during the grace period. This Contract will remain in force during the grace period.
- K. If the Employer Group fails to pay the premiums due within the grace period, DDAZ may terminate the Contract effective on the date the premium first became due. In that case, the Employer Group is liable to DDAZ for covered services rendered to Subscribers during the grace period.
- L. The Employer Group is liable for the cost of benefits for covered services provided to a Subscriber following the termination of his or her coverage under This Contract if the Employer Group fails to provide notice to DDAZ of the termination as required in This Contract. The Employer Group's liability under this paragraph will be limited to those benefits that are paid by DDAZ on or before the date DDAZ actually receives written notice of the termination. The Employer Group will reimburse DDAZ for such benefits within thirty-one (31) days following DDAZ's request for reimbursement.
- M. Within sixty (60) days after the termination, if the Employer Group pays an amount equal to the premium due, it can avoid its liability for covered services rendered to Subscribers during the grace period. The Employer Group is responsible for all costs for covered services rendered to Subscribers after the expiration of the grace period. This provision does not operate to reinstate the contract.
- N. If This Contract is canceled due to non-payment of premium, DDAZ shall not be liable for payment of claims incurred after the date of termination. This Contract will not be eligible for reinstatement and DDAZ will not issue a new contract for a minimum of twelve (12) months following the date of cancellation.

RESPONSIBILITIES OF DDAZ

PREMIUM RATES

General Information

Premium rates are comprised of various components and cost factors (e.g. premium tax) and are calculated based on current law. If federal or state law impacting premium rates is implemented or amended during the term of This Contract, DDAZ may adjust (retroactively or prospectively) the premiums in effect accordingly. DDAZ reserves the right to recover from the Employer Group any premium tax deficiencies assessed against DDAZ with respect to the Employer Group's coverage under This Contract, whether such deficiencies are assessed during the term of This Contract or following its termination.

Another important component in the development of rates is the Employer Group contribution and the percentage of participation. The Employer Group specific information is in Appendix B of This Contract.

The monthly amount due to DDAZ is based on the total insured enrollment for that month. The number of insured employees and dependents is multiplied by the appropriate premium rate for the funding mechanism used. (Appendix C includes the Funding Agreement).

DDAZ guarantees initial premium rates for twelve (12) months from the effective date of This Contract unless otherwise stated in Appendix B of This Contract.

Changes in Premium Rates

DDAZ may change premium rates when:

- A. A change or clarification in law or governmental regulation affects the amount payable under This Contract. Any such change in premium rates will reflect only the change in DDAZ's obligations; or
- B. The number of Subscribers changes by ten percent (10%) or more; or

- C. DDAZ and the Employer Group mutually agree to change the premium rates as a result of changes to This Contract; or
- D. Except as provided above, premium rates will not be changed during the initial rate guarantee period stated in Appendix B of This Contract. Thereafter, except as provided above, DDAZ may change premium rates after the required number of days advance written notice to the Employer Group as stated in Appendix B of This Contract. Any such change in premium rates may be made effective on any premium due date, but no such change will be made more than once in any Contract Year. This Contract will be amended to reflect these changes. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

Contract Renewal

If DDAZ requires a change to the premiums upon renewal, DDAZ will provide the renewal rates with either forty-five (45) days' notice before the effective date of rate change or within the minimum Employer Group notification as stated in Appendix B of This Contract, whichever is shorter.

DDAZ will notify the Employer Group of renewal changes in the premium. DDAZ will not change the premium until the next contract year. For purposes of this paragraph, notice to the broker/agent/consultant designated by the Employer Group constitutes notice to the Employer Group.

If information used to determine the premium rates varies by more than ten percent (10%), DDAZ may give a minimum of forty-five (45) days' notice (or the Employer Group requested notice) of termination of This Contract, an increase in premium rates, a reduction in coverage, or a combination of these options.

CONTRACT AMENDMENTS

Unless otherwise specified in This Contract or affected by applicable law, DDAZ reserves the rights to amend or modify This Contract in writing with at least forty-five (45) days' notice to the Employer Group. Any deviations from this timeframe for notice to the Employer Group will be included in Appendix B of This Contract. Only an authorized officer of DDAZ may amend or modify This Contract or waive any of its provisions and all amendments must be in writing. If laws or regulations affecting This Contract are changed, This Contract will be considered modified to the extent required to remain in compliance with federal and state law. Employer Group must agree to such contract amendments in writing in order for such amendment to be effective and enforceable.

CONTRACT TERMINATION

The Employer Group may terminate This Contract by giving DDAZ written notice. The effective date of termination will be the later of:

- A. The date stated in the notice; or
- B. The date DDAZ receives the notice.

DDAZ may terminate This Contract as follows:

- A. On any premium due date if the number of persons insured is less than the minimum participation number or less than the minimum participation percentage stated in Appendix B of This Contract and, as such participation has created an adverse risk.
- B. On any premium due date, if DDAZ determines that the Employer Group has failed to promptly furnish any necessary information requested by DDAZ, or has failed to perform any other obligations relating to This Contract.
- C. At the end of the Contract Year for any reason.

DDAZ or the Employer Group may cancel This Contract by providing at least forty-five (45) days' notice to the other or the minimum advance notice requested by the Employer Group stated in Appendix B of This Contract for rate changes and renewals. The Employer Group may terminate This Contract for any reason with at least (45) days' notice to DDAZ or the minimum advance notice as required by the Employer Group as stated in Appendix B.

EMPLOYER GROUP ON HOLD

DDAZ reserves the right to put an Employer Group in a “hold” status until a resolution is reached for the following reasons:

- A. Non-Payment of Premium;
- B. Unsigned contract and/or amendments; or
- C. Non Compliance with Provisions of This Contract

This status will result in a denial of any claims submitted for the Employer Group during this period and resubmission will be required for those claims when the above issues are resolved

ENROLLMENT/PLAN ADMINISTRATION MATERIALS

DDAZ will provide the following to the Employer Group:

Dental Benefits Booklets:

DDAZ will issue Dental Benefits Booklets to the Employer Group. These booklets show the coverage under This Contract. The Employer Group agrees to distribute a Dental Benefits Booklet to each Subscriber

The Employer Group will issue the Dental Benefits Booklets to all eligible Employees. Material generated by the Employer Group concerning This Contract must be approved by DDAZ before printing and distribution to eligible employees and/or covered subscribers.

An Appeals Packet (if applicable, based on funding arrangement noted in Appendix C)

DDAZ provides an Appeals Packet as part of This Contract. The Appeals Packet is provided to the Subscribers and Covered Dependents when first enrolled and within five (5) business days after DDAZ receives a request for an appeal. At each renewal, a separate statement is sent to the Subscribers reminding them that they may request another copy of the Appeals Packet. This Appeals Packet will also be sent to any Subscriber or treating provider at any time upon request.

DDAZ Identification Cards:

DDAZ will provide Subscriber identification cards. These will be located in the Dental Benefits Booklet.

Reports:

Unless otherwise noted in Appendix B of This Contract, DDAZ will provide Standard Reports. These reports have been included in the rating and are listed in Appendix B. DDAZ reserves the right to request a fee from the Employer Group for any additional specialized reports not listed in Appendix B and not included in the premium rates.

CLAIMS PAYMENT PROVISIONS

NETWORK PROVISIONS

Participating Dentist:

On the date of service, if the dentist is a participating dentist (a dentist who has signed an agreement with Delta Dental):

- A. The dental office will complete the claim forms and submit to DDAZ for payment, pre-determination or coordination of benefits
- B. The Subscriber is required to pay the co-insurance (if any) and/or deductible (if any) for covered benefits
- C. PPO plus Premier Participating Dentist Reimbursement:

Payment to a dentist participating in the Delta Dental PPO network will not exceed the Table of Allowance for the state in which services are rendered.

Payment to a dentist exclusively participating in the Delta Dental Premier network (not a Delta Dental PPO participating Dentist) will not exceed the Maximum Reimbursable Amount for the state in which services are rendered.

Non-Participating Dentist
Within the United States

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned
- C The payment for the treatment will be based on the lesser of the billed charges or the Non-Participating Dentist Table of Allowance for the state in which services are rendered. Subscriber will be required to pay the difference between any amount billed by the dentist and that state's Non-Participating Dentist Table of Allowance. This payment results, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist

Non-Participating Dentist;
Outside the United States;

On the date of service, if the dentist is a non-participating dentist (a dentist who has not signed an agreement with Delta Dental, or who has terminated as a Participating Dentist):

- A The Subscriber will be responsible for the submission of the claim form or the predetermination of benefits form to DDAZ.
- B The claim form must include the billed charges in that country's currency and a conversion fee into United States dollars.
- C The Subscriber will be responsible for the submission of a copy of that dentist's license to practice dentistry in the country services were rendered
- D The Subscriber will be responsible to the non-participating dentist for the full cost of treatment and DDAZ will reimburse the Subscriber for the amount of benefits payable by the Group's plan. The benefits in This Contract may not be assigned.
- E The payment for the treatment will be based on the lesser of the billed charges or DDAZ's Foreign Non-Participating Dentist Table of Allowance. Subscriber will be required to pay the difference between any amount billed by the dentist and DDAZ's Foreign Non-Participating Dentist Table of Allowance. This payment result, in most instances, in a reduced benefit when compared to the benefit paid for the same service to a Participating Dentist or Non-Participating Dentist within the United States.

NON ASSIGNABILITY OF BENEFITS

The benefits of This Contract are not assignable. A Subscriber may not assign or transfer the rights to receive any portion of the benefits to any person or entity. If DDAZ makes a payment that is inaccurate or makes an overpayment to the Subscriber, DDAZ is entitled to reimbursement from the Subscriber or may offset the amount owed against a future claim. Inaccurate payments are not a waiver of any future rights of DDAZ to deny payment for non-covered benefits.

PROVISIONS REQUIRED BY LAW

Before approving a claim, DDAZ will be entitled to receive, as the law allows, any information from any examining dentist who is providing dental services to that Covered Person and any records of treatment provided to a Covered Person, as may be required to administer the claim. DDAZ will in every case hold such information and records confidential. DDAZ takes confidentiality very seriously and has various processes in place to ensure that sensitive or confidential information is safeguarded and that the release of such information is made only to facilitate coverage and in accordance with state and federal laws.

DDAZ will not release information to spouses, relatives, attorneys, or others purporting to be the Subscriber's representative without the Subscriber's written consent. If the Subscriber wishes to authorize someone to have access to information, he/she may send a written request or call DDAZ's Customer Service Department to request an Authorization to Disclose Information Form. Once DDAZ receives the form, it will release information to the person that the Subscriber has designated. DDAZ may also limit release of information to the parents of dependent children who have reached the age of majority and are not subject to guardianship or conservatorship, even when such children are covered under the parent's Contract.

When the Subscriber is not a custodial parent of a child who is covered because of a court administrative order to provide health benefits (including dental) to that child, DDAZ will provide benefit information to the custodial parent, permit the custodial parent to submit claims for the child and make payments directly to the custodial parent, provider, or state agency as applicable. Under Arizona law, both parents have equal rights of access to information about their children, unless there is a court order denying such access. Absent a copy of such order and subject to the confidentiality provisions described above, DDAZ provides equal parental access to information. Whether issues relate to a court or administrative order concerning coverage or simply access to information, DDAZ is not a party to domestic disputes. Such matters must be resolved between parents of the dependent child.

FILING A CLAIM

Claims should be filed on DDAZ forms. If DDAZ does not provide the requested forms within fifteen (15) days after the request is made, the claim may be submitted in a letter which provides written proof of the claim covering the occurrence, the character, and the extent of the loss. The requirements for proof of loss will be considered satisfied if DDAZ receives the DDAZ forms or a written statement as outlined above within the timeframe as stated in the following paragraph. Proof of loss: A sworn statement that usually must be furnished by the insured to an insurer before any loss under a policy may be paid. This form is usually used in the settlement of first-party losses and includes the date and description of the occurrence and the amount of loss. A claim is a demand by an insured or another party for indemnification of a loss under an insurance contract or bond; sometimes, the actual or estimated amount of a loss.

TIME LIMITS ON FILING PROOF OF LOSS

Proof of Loss must be provided within ninety (90) days after the termination of care for which benefits are payable. If that is not possible, Proof of Loss must be provided as soon as is reasonably possible, but, not later than one year after the date of service. If the Proof of Loss is filed outside these limits, the claim will be denied. These limits will not apply should the Subscriber lack legal capacity.

PROOF OF LOSS

Proof of Loss means written proof that the Covered Person has incurred Dental Expenses for which Dental Benefits are payable. Proof of Loss must be provided at the Subscriber's expense. No dental benefit will be paid until proof of loss is satisfied.

DOCUMENTATION OF PROOF OF LOSS

At the Subscriber's expense, it is necessary to submit completed claim statements, with the Subscriber's or Covered Person's signed authorization for DDAZ to obtain information, and any other items we may reasonably require in support of the claim. This information may be obtained from any provider or insurance company. DDAZ reserves the right to reject or suspend a claim based on lack of dental information or records.

INVESTIGATION OF CLAIMS

DDAZ may investigate a Subscriber or Covered Person's claims at any time. At DDAZ's expense, DDAZ may have a dental professional of its choice examine the Covered Person and/or review X-rays. DDAZ may deny or suspend payment of Dental Benefits if the Covered Person or the Dentist providing care fails to cooperate with a review or examination by the Dental Professional that DDAZ selects.

PAYMENT OF DENTAL BENEFITS

DDAZ will pay all dental benefits directly to the DDAZ Participating Dentists and to the Subscriber if his/her Dentist is a DDAZ Non-Participating Dentist immediately after Proof of Loss is established. DDAZ does not require that a specific Dentist provide any covered services. See the Network Provisions Section of This Contract for a complete description of how benefits are paid for Participating and Non-Participating Dentists.

NOTICE OF DECISION ON CLAIM

If additional information is needed and, therefore, DDAZ is unable to pay the claim, the Subscriber will receive a notice of DDAZ's receipt of the claim within fifteen (15) days after DDAZ receives the claim. If DDAZ denies the claim or procedure, or reduces payment, in whole or in part, including those due to eligibility to participate or utilization review, Subscriber will receive an Explanation of Benefits (EOB) describing his/her liability for services received. If Subscriber has no liability and part of the claim is denied, Subscriber will not receive an EOB. If DDAZ denies the claim, the specific reason for the denial is shown on the explanation of Benefits (EOB). If additional information is required to process the claim, the EOB will show the information that DDAZ needs to finish processing the claim. The plan provisions that are relied upon for processing are included in Employer Group benefit booklet. If the Subscriber does not receive DDAZ's decision within thirty (30) days after DDAZ receives information required to process the claim, the Subscriber will have an immediate right to request a review as if the claim had been denied.

- A. If DDAZ denies any part of the claim, the Subscriber will receive a written notice of denial containing: The reasons for the decision;
- B. A description of any additional information needed to support the claim; and
- C. Information concerning the Subscriber's right to appeal the decision if applicable.

TIME LIMITS ON LEGAL ACTIONS

No action at law or in equity may be brought until sixty (60) days after Subscriber have given DDAZ Proof of Loss. No such action may be brought more than three years after the earlier of:

- A. The date DDAZ receives Proof of Loss; and
- B. The end of the period within which Proof of Loss must be provided.

CLAIMS APPEAL PROCESS

(If applicable based on funding arrangement noted in Appendix C):

The Covered Person or the treating provider can file an appeal. DDAZ provides a form to be used for an appeal in the Appeals Packet. The Covered Person or treating provider is not required to use the form; a letter with the same information is acceptable. If the Covered Person decides to appeal a decision to deny authorization or payment of a service, the Covered Person should inform the treating provider so the provider can provide with the information needed to present the appeal.

The process for an appeal is described in detail in the Appeals Packet, a separate document, which is provided to the Subscriber when effective under This Contract along with the Dental Benefits Booklet. The Subscriber can request another copy of this Appeals Packet by calling DDAZ's Customer Service Department.

Description of the Appeals Process

There are two types of appeals: an expedited appeal for urgent matters, and a standard appeal. Each type of appeal has three (3) levels. The appeals operate in a similar fashion, except that expedited appeals are processed much faster because of the patient's condition.

Expedited Appeals (for urgently needed services Subscriber or Covered Person have not yet received):

- Level 1: Expedited Medical Review
- Level 2: Expedited Appeal
- Level 3: Expedited External Independent Review

Standard Appeals (for non-urgent services or denied claims)

Level 1: Informal Reconsideration¹

Level 2: Formal Appeal

Level 3: External Independent Medical Review

DDAZ makes the decisions at Level 1 and Level 2. An outside reviewer, who is completely independent from DDAZ, makes Level 3 decisions. The Subscriber is not responsible to pay the costs of the external review if appealing to Level 3.

¹ DDAZ does not provide informal reconsideration of a denied claim, DDAZ appeals process begins at the formal appeal level.

The information in the Appeals Packet, which is a part of This Contract, gives the details about the Subscriber's rights and responsibilities during the appeals process. These will include the procedures DDAZ and the Subscriber must follow when participating in the appeals process, the time period applicable at each level of appeal, whether a request for an appeal must be in writing, and notices the Subscriber will receive from DDAZ regarding the appeal.

GENERAL PROVISIONS:

DISCLOSURE OF INFORMATION

DDAZ will comply with all federal and state laws regarding disclosure of information by dental plan Insurers.

RIGHT OF RECOVERY

DDAZ will recover any payment made that is more than the obligation determined by **the terms and conditions of the Employer Group Dental Contract** and the rules of the Coordination of Benefits provision. DDAZ's right of recovery under this provision is in addition to any rights as DDAZ has under common law.

NO LOSS/NO GAIN

Subscribers who were covered by the Employer Group's prior indemnity dental plan up to the effective date of This Contract will be given credit toward the deductibles satisfied for the same Benefit Year. The employee or Employer Group must provide an explanation of benefits or a report from the prior plan indicating the amount of the deductible that has already been met. This data will be used to determine the amount of credit given. DDAZ will also reduce the maximum amount for the Benefit Year by any amounts paid by the previous carrier based on data DDAZ receives from the dentist, an Explanation of Benefits, or the patient history from the DDAZ database.

APPLICABLE LAW

This Contract is governed by the State of Arizona and applicable federal law.

ALLOCATION OF AUTHORITY:

Each person signing This Contract certifies that he/she has the appropriate corporate authority to bind the respective party. Except for those functions that This Contract specifically reserves to the Employer Group, DDAZ has full and exclusive authority to control and manage This Contract, to administer claims, and to resolve all questions arising in the administration and application of This Contract.

DDAZ'S RELATIONSHIP TO THE DELTA DENTAL PLAN ASSOCIATION

The Employer Group, on behalf of itself and the Subscribers, expressly acknowledges its understanding that This Contract constitutes a contract solely between the Employer Group and DDAZ. DDAZ is an independent corporation who operates under a license from the Delta Dental Plan Association (DDPA), an association of independent Delta Dental Plans. DDPA permits DDAZ to use the Delta Dental Service Marks in the State of Arizona and DDAZ is not contracting as an agent of the association. The Employer Group acknowledges and agrees that it has not entered into This Contract based upon representations by any person other than DDAZ. The Employer Group also agrees that no person, entity, or organization other than DDAZ will be held accountable or liable to the Employer Group for any of the DDAZ obligations to the Employer Group or to the Subscribers created under This

Contract. This paragraph will not create any additional obligations whatsoever on the part of DDAZ other than those obligations created under the provisions of This Contract

CONFIDENTIALITY

The Employer Group will maintain the confidentiality of all proprietary information relating to DDAZ acquired during the term of This Contract. Such information may not be disclosed or otherwise made available to anyone not a party to This Contract without DDAZ's prior written consent and it may not be used to the detriment of DDAZ. The obligations of this paragraph pertain to the Employer Group and its agents and will survive termination of This Contract

COORDINATION OF BENEFITS

If any services covered under This Contract are also provided under any other Employer Group dental coverage, DDAZ will pay no more than the total cost of such dental services than is required by the Subscriber's Dental Benefits Booklet. This practice is consistent with state and/or federal law and industry standards (including the National Association of Insurance Commissioners Employer Group Coordination of Benefits Model Regulation). Upon request, the Employer Group will assist DDAZ in obtaining information necessary to coordinate and avoid duplication of benefits. The Dental Benefits Booklet that is a part of This Contract contains a detailed description of the coordination of benefits provisions and order of payment.

ERISA/COBRA

This Contract is not a "plan document" for purposes of the Employee Retirement Income Security Act of 1975 (ERISA). The Employer Group will be the "Plan Administrator", if applicable, for the purposes of COBRA and ERISA (or comparable provisions of other state or federal law)

ERRORS:

The Employer Group is liable only for intentionally providing misleading, false, or purposefully inaccurate statements and for intentionally failing to provide adequate, accurate, and timely information to DDAZ under This Contract. DDAZ reserves the right to exercise all remedies available under law or equity, including the right to immediately terminate or rescind This Contract. If This Contract is rescinded, DDAZ reserves the right to recover from the Employer Group any amounts paid on behalf of the Employer Group and/or Subscribers.

To the extent permitted by applicable law, Subscribers are individually liable for intentionally misleading, false, or purposefully inaccurate statements or omissions of information they are individually obligated to provide to the Employer Group and/or DDAZ. DDAZ reserves the right to rescind the Subscriber's coverage in the event of a fraudulent or otherwise intentional material misrepresentation, in which case DDAZ also reserves the right to recover any amounts paid on behalf of the Subscriber. The Employer Group remains liable if the Subscriber provides the information to the Employer Group and the Employer Group intentionally fails to timely provide it to DDAZ.

Unintentional errors, omissions or delays in providing dates or relevant information do not invalidate coverage that otherwise would have been in force. Unintentional errors, omissions, or delays do not allow a Subscriber to have coverage he or she would not have been entitled to, or to continue coverage that otherwise would have been terminated. Upon discovery of such errors, omissions or delay, an equitable adjustment of charges and benefits will be made, and DDAZ reserves the right to recover for overpayments made as a result of such errors, omissions, or delays.

NOTICE

All notices and other communications to DDAZ from the Employer Group must be in writing, served or delivered to the address listed on the signature page of this contract. The parties may change the address of record by notifying the other party of the new address. Notice to the Broker/Agent/Consultant designated by the Employer Group will constitute notice to the Employer Group.

SEVERABILITY

During the term of This Contract, if any provisions of This Contract, including the Appendices, the Dental Benefits Booklet, Appeals Packet (if applicable) and Master Application are determined by a court of competent jurisdiction to be invalid or unenforceable, then that provision will be null and void. This Contract will be construed and enforced as if the provision had never been a part of it; the remaining provisions of This Contract will remain in full force and effect.

APPENDIX A
Delta Dental PPO plus Premier

DELTA DENTAL OF ARIZONA
Employer Group Dental Contract

GROUP NAME: City of Glendale

GROUP NUMBER: 4211

SUMMARY OF BENEFITS

BENEFIT YEAR: January 1 through December 31

Benefit Year means the annual period specified in the Employer Group Dental Contract for calculation of benefits, co-payment, and deductibles under This Contract.

CONTRACT YEAR: July 1 through June 30

This is the period for which these Contract benefits apply.

DEDUCTIBLE: \$50 per Person, \$150 per Family

DEDUCTIBLE CARRYOVER: If the Benefit Year deductible is not met, any amounts applied to the deductible for services provided in the last three months of the Benefit Year will be carried over and applied to the next year's Benefit Year deductible

CALENDAR YEAR BENEFIT MAXIMUM: \$1,500 per Person, per Benefit Year

REFER TO THE DENTAL BENEFITS BOOKLET DESCRIPTION OF SERVICES FOR A MORE DETAILED DESCRIPTION INCLUDING LIMITATIONS AND EXCLUSIONS. BENEFITS SUBJECT TO ALL PROVISIONS, TERMS & CONDITIONS OF THE EMPLOYER GROUP DENTAL CONTRACT.

ROUTINE SERVICES (Deductible does not apply to these services) 100%

Diagnostic

Exams, evaluations, or consultations (Twice in a Benefit Year).

X-rays: Full Mouth/Panorex, or vertical bitewings (Once in a three (3) year period) Bitewing (Twice in a Benefit Year)

Preventive

Topical Application of Fluoride (children to the age of eighteen (18) - twice in a benefit year)

Routine Cleanings (limited to twice in a Benefit Year), or one (1) difficult cleaning may be exchanged for one (1) routine cleaning, however, the difficult cleaning is limited to not more than once in a five (5) year period

Space Maintainers (For missing posterior primary (baby) teeth) up to age fourteen (14).

BASIC SERVICES (Deductible does apply to these services) 80%

Restorative

Fillings consisting of silver amalgam; and in the case of front teeth only, composite tooth color fillings – (Once per tooth surface in a two (2) year period)

Sealants for children (Once in a three (3) year period for permanent molars and bicuspids up to age nineteen (19)

Stainless Steel Crowns

Oral Surgery

Extractions and Surgical Procedures including pre and post treatment care
General Anesthesia and Intravenous Sedation/Analgesia - As stated in the Covered Dental Services section of this Benefit Booklet

Periodontics

Treatment of Gum Disease (Non-surgical-once every two (2) years/Surgical once every three (3) years)

Endodontics

Additional endodontic procedures, such as retreatment, (limited to once in a three (3) year period).
Root Canal Treatment (Permanent Teeth); Pulpotomy (Primary (baby) Teeth) once per tooth per lifetime

Emergency (Palliative Treatment)

Emergency treatment for the relief of pain.

MAJOR SERVICES (Deductible does apply to these services) 50%
(Major services become a benefit following 6 months of continuous coverage under this plan)

Restorative

Cast Crowns - Onlays (five (5) year waiting period for replacement last performed)

Prosthodontics

Bridges -Does not provide for lost, misplaced, or stolen bridges or dentures. (Five (5) year waiting period for replacement last performed)

Complete Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures (Five (5) year waiting period for replacement last performed)

Implants are only a benefit to replace a single missing tooth, bounded by teeth on each side. Limited to \$1,000 per tooth, per lifetime and is applied to the patient's Benefit Year maximum.

Partial Dentures - Does not provide for lost, misplaced, or stolen bridges or dentures (Five (5) year waiting period for replacement last performed).

Bridge and Denture Repair

Repair of such appliances to their original condition including refining of dentures

Predetermination recommended for services over \$250

ORTHODONTIC SERVICES (Deductible does not apply to these services) 50%
(Orthodontics become a benefit following 6 months of continuous coverage under this plan)

ORTHODONTICS: The program will pay **50%** of the Orthodontic Services for adults and child(ren) age eight (8) and older. Benefits are limited to a maximum of **\$1,500** per lifetime of the patient payable in two (2) payments. An initial payment will be made after review of the plan of care for orthodontic services and upon either insertion of the appliance or upon initial banding. The initial banding date is considered the date of service for orthodontic services. The second payment will be made one year after the insertion or banding date if the patient has current eligibility. Payments will be discontinued if treatment ceases for any reason including discharge from treatment by the dentist for non-compliance.

Orthodontic benefits include metal brackets and do not include removable or fixed appliances therapy to control harmful habits or orthognathic surgery. When the Subscriber chooses an alternative treatment, such as ceramic or sublingual brackets, the Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. DDAZ will make payment based on the allowance for the less expensive procedure provided that the less expensive procedure meets the accepted standards of dental treatment. DDAZ's decision does not commit the patient to the less expensive procedure. However, if the patient and the dentist choose the more expensive procedure, the

Subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. Any treatment planned before the initial date of service to last more than 30 months is an alternative treatment for which the subscriber is responsible for the additional charges beyond those paid or allowed by DDAZ. This maximum is separate from the Benefit Year maximum for your other dental benefits.

APPENDIX B

Delta Dental of Arizona
Employer Group Dental Contract

Summary of Contractual Components

Group Name: City of Glendale

Group Number: 4211

Restated Effective Date: July 1, 2015

Benefit Year: January 1 through December 31

Employer Contribution Amount: Employee: 100% Dependent: 0%

Participation Requirement: Employee: 100% of all eligible employees

Eligible Employees Definition: Full-time employees working a minimum of twenty (20) hours per week and employed on or after the date this program first became effective are eligible for this plan.

Eligibility Waiting Period:

Class I - Employees hired on the first, second or third day of the month: First of the month following date of hire

Class II - Employees hired on or after the fourth day of the month: First of the month following thirty (30) days of employment

Class III - Retirees: First of the month following date of retirement

Dependent Age Limits: 26

Humanitarian Services: A dependent child who is engaged in documented humanitarian services, such as the Peace Corps or a religious mission is covered with the same age limitations as students. Authorized proof of this status will be required. The Humanitarian Services must satisfy the following: 1) the organization must be exempt from Federal Income Tax and 2) contributions to the organization qualify for charitable deduction.

Termination of Coverage: Coverage ends the day on which the Subscriber and/or dependent are no longer eligible

Premium Rates:

Rates for the period of July 1, 2015 through June 30, 2017 will be:

Employee Only	\$ 32.62
Employee Plus One Dependent	\$ 68.16
Employee Plus Two or More Dependents	\$114.88

Maximum rate increase for the 3rd year renewal (July 1, 2017) not to exceed 4.5%

Maximum rate increase for the 4th year renewal (July 1, 2018) not to exceed 5.5%

Maximum rate increase for the 5th year renewal (July 1, 2019) not to exceed 6.5%

Renewal Notification: 240 days prior to renewal effective date

APPENDIX C
Delta Dental of Arizona Employer
Group Dental Contract Funding
Agreement

Group Name: City of Glendale

Group Number: 4211

The Employer Group and DDAZ understand and agree that the funding mechanism for This Contract is as stated below.

Conventionally Fully Insured Risk Funding Agreement (Non-Participating)

This Employer Group Dental Contract includes a Non-Participating Conventionally Fully Insured Risk Funding Arrangement. In this type of funding contract, the Employer Group pays premium rates based on census data and /or prior experience, which are guaranteed for a stated period of time (usually twelve - (12) months). Rates are intended to cover the paid claims, incurred but not reported claims (IBNR or Claim Reserves) and administrative expenses as well as risk charges. DDAZ is completely at risk for losses that may occur. Any surplus is used to offset future losses for a Non-Participating Contract. The Employer Group must maintain the minimum participation and contribution requirements as outlined in Appendix B of This Contract

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



Legislation Description

File #: 15-335, Version: 1

AUTHORIZATION TO AWARD CONTRACT TO THE HARTFORD FOR COMMUTER LIFE INSURANCE

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

Purpose and Recommended Action

This is a request for City Council to approve and direct the Acting City Manager to enter into a contract with The Hartford for commuter life insurance covering City of Glendale active employees for five years beginning July 1, 2015 through July 1, 2020.

Background

The City is required by statute to offer commuter life insurance to public safety employees and extends this coverage to all employees as well. The City pays the entire cost of this coverage. This insurance covers employees for accidents to and from the workplace. The City entered into the existing contract with ACE American Life Insurance Company on March 1, 2008 and currently has an extension of coverage through July 1, 2015.

Analysis

In October 2014, Human Resources began the RFP process in conjunction with Segal Consulting, for Dental, Vision, and Life Insurance and administrative services for Disability benefits. An evaluation committee comprised of Segal Consulting and employees from Human Resources, Police, Fire, Community Services, and Public Works reviewed the proposals for commuter life insurance. The Hartford was ultimately selected as the vendor that best matched both the needs of the employees and the city.

Through the RFP process, the pricing for commuter life will increase from \$6,304 to \$16,204 annually. The rates are guaranteed for five years beginning July 1, 2015 through July 1, 2020.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$16,204	2580-18210-516700, Commuter Life - Employees

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

HARTFORD LIFE AND ACCIDENT INSURANCE COMPANY

Hartford Plaza
Hartford, Connecticut
(A stock insurance company)



Will pay benefits according to the conditions of this policy

Policyholder Name: City Of Glendale
Policyholder Address: 5850 W Glendale Avenue
Glendale, AZ 85301

Policy Number: ETB-147033
Place of Delivery: Glendale, AZ
Policy Effective Date: July 1, 2015
Policy Expiration Date: July 1, 2020

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Schedule
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Signed for the Company

Terence Shields, Secretary

Michael Concannon, Executive Vice President

SCHEDULE

ELIGIBLE PERSONS

<u>Class</u>	<u>Description</u>
1	All active employees of the Policyholder domiciled in the US.

Form 7679 B6

BENEFIT DESCRIPTION:

ADD means Accidental Death and Dismemberment Benefit
Loss Period: 365 days
For residents of Pennsylvania, the 365 days loss period is not applicable for loss of life only
REHAB means Rehabilitation Benefit
Loss Period: 365 days
SBLTAB means Seat Belt and Airbag Benefit
COMA means Coma Benefit
Waiting Period: 30 days
THERP means Therapeutic Counseling Benefit.
AHV means Adaptive Home and Vehicle Benefit.
BCB means Bereavement Counseling Benefit

HAZARDS, BENEFITS, AND AMOUNTS

<u>Class</u>	<u>Hazard</u>	<u>Benefit</u>	<u>Amount</u>
1	C-12, C-42, C-46C, C-57	ADD	\$200,000
		AHV	10% of Principal Sum to a Maximum of \$25,000
		BCB	See Benefit Page
		COMA	See ADD amount
		REHAB	10% of Principal Sum to a Maximum of \$25,000.
		SBLTAB	
		SBLT	10% of Principal Sum to a Maximum of \$25,000
		AB	5% of Principal Sum to a Maximum of \$10,000
		THERP	10% of Principal Sum to a Maximum of \$25,000

If an Insured Person is covered under more than one Hazard or Class on the date of accident, he or she will be considered to be covered under the one Hazard or Class with the largest Benefit Amount.

Accidental Death and Dismemberment Reduction on and after Age 70: On the date of the Insured Person's attainment of ages 70, 75, 80, and 85, the Insured Person's amount of Principal Sum will reduce. The reduced amount will be determined by multiplying the Amount of Principal Sum shown in the Schedule and applicable to the Insured Person by the percentage shown below for his or her attained age:

Insured Person's Age:	Percentage of Principal Sum:
Age 70 – 74	65%
Age 75 – 79	45%
Age 80 – 84	30%
Age 85 or over	15%

Insured Persons age 70 or over will not be eligible for a Principal Sum Amount that is more than the Percentage of Principal Sum shown above for his or her attained age.

AGGREGATE LIMITATION:

Hazard:	Aggregate Amount:
All	\$1,000,000

\$1,000,000 shall be the total limit of the Company's liability for all benefits payable under this policy because of injury sustained due to any one accident.

Form 7679 B7

POLICY PREMIUMS:

Premium Not Subject To Audit:	\$48,612
Premium Subject To Audit:	\$ 0
Total Premium For Policy Period:	\$48,612

Total Premium Payable in installments:
\$16,204 payable on the Effective Date and the 1st day of each 12th month thereafter, excluding the Expiration Date

Form 7679 B8

CONTRACT PROVISIONS

Entire Contract: The entire contract between the Policyholder and us consists of this policy, any individual applications, and any papers made a part of this policy at issue.

Changes: No agent has authority to change or waive any part of this policy. To be valid, any change or waiver must be in writing, approved by one of our officers and made a part of this policy.

Interpretation of Policy Terms and Conditions: We have full discretion and authority to determine eligibility for the benefits and to construe and interpret all terms and provisions of this policy.

Time Periods: All periods begin and end at 12:01 A M , Standard Time at the place where this policy is delivered.

Certificates: We will give certificates to:

- a) the Policyholder; or
 - b) any other person according to a mutual agreement among the other person, the Policyholder and us;
- for delivery to Insured Persons.

The certificates will state the features of this policy which are important to Insured Persons.

Conformity with State Statutes: On the Policy Effective Date, any part of the policy which is in conflict with a statute of the state in which the policy is:

- a) delivered; or
- b) issued for delivery;

is hereby amended to agree with the statute's minimum requirements.

Data Furnished by Policyholder: The Policyholder will, upon our request, give us:

- a) the names of all persons initially eligible;
- b) the names of all additional persons who become eligible;
- c) the names of all persons whose amount of Principal Sum is to be changed;
- d) the names of all persons whose insurance is canceled; and
- e) any data necessary to calculate premiums.

The Policyholder's failure to report a person's termination of insurance does not continue the coverage beyond the date of termination.

The Policyholder, with our approval, may keep the important insurance records on all Insured Persons. The Policyholder must give us information, when and in the manner we ask, to administer the insurance provided by this policy.

The Policyholder's insurance records will be open for our inspection at any reasonable time.

Form 7679 D4

CONTRACT PROVISIONS (Continued)

Cancellation: This policy may be cancelled at any time by written notice mailed or delivered by us to the Policyholder or by the Policyholder to us. If we cancel, we will mail or deliver the notice to the Policyholder at its last address shown in our records.

If we cancel, it becomes effective on the later of:

- a) the date stated in the notice; or
- b) the 31st day after we mail or deliver the notice.

If the Policyholder cancels, it becomes effective on the later of:

- a) the date we receive the notice; or
- b) the date stated in the notice.

In either event:

- a) we will promptly return any unearned premium paid; or
- b) the Policyholder will promptly pay any earned premium which has not been paid.

Any earned or unearned premium will be determined on a pro rata basis.

Cancellation will not affect any claim for loss due to an accident which occurs before the effective date of the cancellation.

Not in Lieu of Workers' Compensation: This policy does not satisfy any requirement for workers' compensation insurance

Form 7679 D4 (CONT.)

CONTRACT PROVISIONS (Continued)

Policy Period: This Policy becomes effective on the Policy Effective Date and continues in force to the end of the period for which premium was paid unless cancelled at an earlier date. This Policy terminates on the earlier of:

- a) the Policy Expiration Date unless continued in force in accordance with the Renewal Provision; or
- b) the last day of the period for which premium has been paid subject to the Grace Period.

The Policy Effective Date and Policy Expiration Date are shown:

- a) on page 1 for the original Policy Period; and
- b) in a Renewal Rider for any Renewal Policy Period

Renewal: We will send the Policyholder a notice of policy renewal. The Policy will be renewed if the Policyholder signs and returns the notice prior to the current Expiration Date. If the Policyholder does not receive the notice, the policy may be renewed if we receive a written request from the Policyholder and a deposit renewal premium of \$350 on or before the current Expiration Date. Once we have received the deposit renewal premium, we will request information from the Policyholder necessary to calculate the actual renewal premium and either return any excess premium or bill the Policyholder for the remaining unpaid renewal premium

However, in no event will this policy be renewed if:

- a) we have refused to renew this policy on or before the current Expiration Date;
- b) this policy has been cancelled on or before the current Expiration Date; and
- c) the Policyholder does not give us, in advance of the current Expiration Date, the information we request.

Premium Due Dates: Each Premium is due in advance of the date the Schedule states that it is payable. If the Schedule shows an amount for Premium Subject To Audit, the earned premium will be calculated for each date on which the Policyholder is required to furnish data for determining Units of Exposure. If the earned Premium:

- a) is greater than the premium paid, the additional premium is payable on the date we notify the Policyholder of the amount;
- b) is less than the premium paid, we will promptly return the unearned portion of the premium paid.

Grace Period: A Grace Period of 31 days is allowed for payment of each premium due after the initial premium, unless this policy is cancelled on or before the due date. If the Policyholder has returned the notice of renewal prior to the Policy Expiration Date, a Grace Period of 31 days from the Policy Expiration Date is allowed for payment of the renewal premium. This policy will continue in force during the Grace Period. The Policyholder is liable to us for the payment of Premium accruing for the period this policy continues in force.

Payment: Premiums are to be paid to us by the Policyholder. However, they may be paid to us by any other person according to a mutual agreement among the other person, the Policyholder and us.

Change of Premiums: We have the right to change the rate at which Premiums will be calculated for each Policy Period.

Form 7679 D2 (Rev -1)

DEFINITIONS

Each term listed, when used in this policy, has the following meaning:

We, us, or our means the insurance company named on page 1

You, Your, or Insured Person means an Eligible Person while he or she is covered under this policy.

Injury means, and an Insured Person is covered for, bodily injury resulting directly and independently of all other causes from accident which occurs:

- a) while he or she is covered under; and
- b) in the manner specified in;

a Hazard applicable to his or her class.

Loss resulting from:

- a) sickness or disease, except a pus-forming infection which occurs through an accidental wound; or
- b) medical or surgical treatment of a sickness or disease.

is not considered as resulting from injury

Business Trip means a bona fide trip:

- a) while on assignment or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder;
- b) which begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip;
- c) which ends when he or she returns to his or her residence or place of regular employment, whichever first occurs; and
- d) excluding travel to and from work, bona fide leaves of absence and vacations

Trip means a trip which:

- a) begins when a person leaves his or her residence or place of regular employment, whichever last occurs, for the purpose of beginning the trip; and
- b) ends when he or she returns to his or her residence or place of regular employment, whichever first occurs

Passenger means a person who is not:

- a) the operator or driver; or
- b) the pilot, student pilot, or a crewmember;

of a conveyance at the time of accident.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern

DEFINITIONS

Civil Aircraft means a civil or public aircraft which:

- a) has an Airworthiness Certificate;
- b) is piloted by a person who has:
 - 1) a current pilot certificate with the appropriate aircraft category rating for that aircraft; and
 - 2) a current medical certificate which is appropriate for the operation of that aircraft; and
- c) is not operated by the militia, or armed forces of any state, national government or international authority

Scheduled Aircraft means a Civil Aircraft operated by a scheduled airline which:

- a) is licensed by the FAA for the transportation of passengers for hire; and
- b) publishes its flight schedules and fares for regular passenger service

Military Transport Aircraft means a transport aircraft operated by:

- a) the United States Air Mobility Command (AMC); or
- b) a national military air transport service of any country

Policyholder Aircraft means an aircraft which is owned, leased, or operated by or on behalf of the Policyholder.

Airworthiness Certificate means a valid and current "Standard Airworthiness Certificate" issued by the FAA

FAA means:

- a) the Federal Aviation Administration of the United States; or
- b) the similar aviation authority for the country of the aircraft's registry, if the country is recognized by the United States

Extra-Hazardous Aviation Activity means an aircraft while it is being used for one or more of the following activities:

Acrobatics or Stunt Flying	Aerial Photography or Banner Towing
Racing or any Endurance Test	Any Test or Experiment
Crop Dusting or Seeding	Firefighting
Spraying	Any flight which requires:
Exploration	a) a special permit; or
Pipe or Power Line Inspection	b) waiver;
Any Form of Hunting	from the FAA, even though granted.
Bird or Fowl Herding	

DETERMINATION OF INDIVIDUAL COVERAGE

Effective Date: Each Eligible Person becomes an Insured Person on the later of:

- a) the Policy Effective Date; or
- b) the date he or she enters a Class of Eligible Persons

Termination: Coverage of each Insured Person terminates on the earlier of:

- a) the date this policy terminates; or
- b) the date he or she does not qualify in any Class of Eligible Person

Termination will not affect any claim for loss due to an accident which occurs before the effective date of the termination

The Policyholder's failure to report that a person ceased to qualify in a Class of Eligible Persons will not continue coverage in that Class beyond the date he or she ceased to qualify.

Hazards and Benefits Determined By Class: Each Insured Person is covered under the Hazard and for the Benefits applicable to the Class in which he or she qualifies:

- a) beginning on the date he or she enters the Class; and
- b) ending on the date he or she leaves the Class

If an Insured Person qualifies in more than one Class on the date of accident, he or she will be considered to qualify in the one Class with the largest Benefit Amount

Form 7679 F1

EXCLUSIONS AND AGGREGATE LIMITATION

Exclusions: This policy does not cover any loss resulting from:

- 1) intentionally self-inflicted Injury, suicide or attempted suicide whether sane or insane, (in Missouri, while sane);
- 2) war or act of war, whether declared or undeclared;
- 3) Injury sustained while in the armed forces of any country or international authority;
- 4) Injury sustained while on any aircraft, unless, and only to the extent, a Hazard specifically describes such coverage;
- 5) Injury sustained while voluntarily taking drugs which federal law prohibits dispensing without a prescription, including sedatives, narcotics, barbiturates, amphetamines, or hallucinogens, unless the drug is taken as prescribed or administered by a licensed physician;
- 6) Injury sustained while committing or attempting to commit a felony;
- 7) Injury sustained while legally intoxicated from the use of alcohol (not applicable to residents of Minnesota)

Aggregate Limitation: If:

- a) two or more persons, in the same or different classes, are injured as the result of any one accident which occurs in the manner specified in the Hazard(s) identified in the Schedule; and
- b) the total of all amounts payable for all persons, in the absence of this provision, exceeds the Aggregate Amount shown opposite the Hazard;

the amount for each person will be proportionately reduced so that the total will equal the Aggregate Amount

Form 7679 G6

HAZARD C-12
24-Hour Coverage
Business Trip

Coverage: This Hazard covers injury resulting from an accident which occurs anywhere in the world during a Business Trip, including:

- a) an injury resulting from an accident which occurs while the Insured Person is a passenger on, boarding or alighting from a Civil Aircraft or Military Transport Aircraft; or
- b) injury resulting from being struck by an aircraft.

Exclusions: This Hazard does not cover injury resulting from an accident which occurs while the Insured Person is on, boarding, or alighting from:

- a) an aircraft engaged in an Extra-Hazardous Aviation Activity; or
- b) a Policyholder Aircraft.

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage

Form 7679 H-12 (Rev -1)

HAZARD C-42
Broad Commutation Coverage

Coverage: This Hazard covers injury resulting from accident which occurs while the Insured Person is commuting directly between his or her residence and place of regular employment either:

- a) as a pedestrian; or
- b) while traveling in or on, boarding, or alighting from a conveyance; on a regularly scheduled workday

Refer to the Policy Modifications, Definitions and Exclusions sections for modifications, limitations and exclusions affecting this coverage

Form 7679 H-42 (Rev -1)

HAZARD C-46C

Hijacking
Business Trip

Coverage: This Hazard covers injury resulting from an accident which occurs during a Hijacking anywhere in the world while the Insured Person is on a Business Trip

Coverage of an Insured Person who is Hijacked shall continue while he or she is subject to the control of the hijacker(s) and during travel directly to his or her residence or original destination.

Hijacking means unlawful seizure or wrongful exercise of control of an aircraft or other conveyance, or the crew thereof, in which the Insured Person is traveling as a Passenger.

Refer to the Policy Modifications, Definitions and Exclusions sections for further modifications, limitations and exclusions affecting this coverage.

Form 7679 H-46 C

HAZARD C-57

Sojourn or Personal Deviation
Business Trip

Coverage: This Hazard covers injury resulting from an accident which occurs anywhere in the world during a Sojourn or Personal Deviation from a covered Business Trip

Sojourn or Personal Deviation from a Business Trip means personal trips taken by the Insured Person:

- a) during a Business Trip; and
- b) which are not assignments from or at the direction of the Policyholder for the purpose of furthering the business of the Policyholder; and
- c) which do not exceed a total of 7 days.

Exclusions: This Hazard does not cover injury resulting from an accident which occurs while the Insured Person is on, boarding, or alighting from an aircraft engaged in an Extra-Hazardous Aviation Activity

Refer to the Policy Modifications, Definitions, and Exclusions sections for modifications, limitations, and exclusions affecting this coverage

Form 7679 H-57

ACCIDENTAL DEATH AND DISMEMBERMENT BENEFIT

If an Insured Person's injury results in any of the following losses within the Loss Period after the date of accident, we will pay the sum shown opposite the loss.

We will not pay more than the Principal Sum for all losses due to the same accident.

The amount of the Principal Sum and the Loss Period are determined in the Schedule

For Loss of:

Life.....	The Principal Sum
Both Hands or Both Feet or Sight of Both Eyes.....	The Principal Sum
One Hand and One Foot.....	The Principal Sum
Speech and Hearing.....	The Principal Sum
Either Hand or Foot and Sight of One Eye.....	The Principal Sum
Movement of Both Upper and Lower Limbs (Quadriplegia).....	The Principal Sum
Movement of Both Lower Limbs (Paraplegia).....	Three Quarters The Principal Sum
Movement of Both Upper and Lower Limbs of One Side of the Body (Hemiplegia).....	One Half The Principal Sum
Either Hand or Foot.....	One Half The Principal Sum
Sight of One Eye.....	One Half The Principal Sum
Speech or Hearing.....	One Half The Principal Sum
Thumb and Index Finger of Either Hand.....	One Quarter The Principal Sum

Loss means with regard to:

- a) hands and feet, actual severance through or above wrist or ankle joints;
- b) sight, speech or hearing, entire and irrecoverable loss thereof;
- c) thumb and index finger, actual severance through or above the metacarpophalangeal joints
- d) movement of limbs, complete and irreversible paralysis of such limbs.

EXPOSURE

Exposure to the elements will be presumed to be injury if:

- a) it results from the forced landing, stranding, sinking or wrecking of a conveyance in which an Insured Person was an occupant at the time of the accident; and
- b) this policy would have covered injury resulting from the accident

DISAPPEARANCE

An Insured Person will be presumed to have suffered loss of life if:

- a) his or her body has not been found within one year after the disappearance of a conveyance in which he or she was an occupant at the time of its disappearance;
- b) the disappearance of the conveyance was due to its accidental forced landing, stranding, sinking or wrecking; and
- c) this policy would have covered injury resulting from the accident

SEAT BELT AND AIR BAG BENEFIT

If an Insured Person's Injury results in a covered Loss under the Accidental Death and Dismemberment Benefit while:

- a) a passenger riding in; or
- b) the licensed operator of;

an Automobile, and at the time of the accident he or she was properly wearing a Seat Belt as verified on the police report, then the amount of the Principal Sum will be increased by a Percentage of the Principal Sum to a Maximum Amount.

If the above Seat Belt is payable, we will pay an additional Percentage of the Principal Sum to a Maximum Amount as a Air Bag Benefit if:

- a) the Insured Person was positioned in a seat that was equipped with a factory installed Air Bag;
- b) the Insured Person was properly strapped in the Seat Belt when the Air Bag inflated; and
- c) the police report establishes that the Air Bag inflated properly upon impact.

Air Bag means an inflatable supplemental passive restraint system installed by the manufacturer of the Automobile, or proper replacement parts as required by the Automobile manufacturer's specifications that inflates upon collision to protect an individual from Injury and death. An Air Bag is not considered a Seat Belt.

Automobile means a duly registered, four-wheeled, private passenger: car, pick-up truck, van, self-propelled motor home or sport utility vehicle which is not being used as a Common Carrier.

Common Carrier means a conveyance operated by a concern, other than the Policyholder, organized and licensed for the transportation of passengers for hire and operated by an employee of that concern.

Seat Belt means:

- a) an unaltered belt, lap restraint, or lap and shoulder restraint installed by the manufacturer of the Automobile, or proper replacement parts as required by the automobile manufacturer's specifications; or
- b) a child restraint device that meets the standards of the National Safety Council and is properly secured and utilized in accordance with applicable state law and the recommendations of its manufacturer for children of like age and weight.

Exclusions: This Benefit does not cover any loss if the Insured Person:

- a) is under the influence of any intoxicant, excitant, hallucinogen, or any narcotic or other drug, or similar substance as verified in the police accident report (unless administered under the advice of a physician); and
- b) is operating the Automobile.

The Percentage of Principal Sum and Maximum Amount for the Seat Belt Benefit Amount and the Air Bag Benefit are shown in the Schedule.

REHABILITATION BENEFIT

If an Insured Person's injury results in any loss payable under this policy, other than loss of life, within the Loss Period after the date of accident, we will pay a benefit equal to the lesser of:

- a) the Expense Incurred for Rehabilitative Training;
- b) a Percentage of the Insured Person's Principal Sum; or
- c) the Maximum Amount;

for Rehabilitative Training.

The expense must be incurred within 2 years of the date of accident.

The Loss Period, the Percentage of Principal Sum and the Maximum Amount are shown in the Schedule

Rehabilitative Training means any training which:

- a) is required due to the Insured Person's injury;
- b) prepares the Insured Person for an occupation in which he or she would not have engaged except for the injury

Expense Incurred means the actual cost:

- a) of the training; and
- b) of the materials needed for the training.

Form 7679 R1

ADAPTIVE HOME AND VEHICLE BENEFIT

If the Insured Person's Injury results in a covered Loss, other than Loss of life, and a benefit is payable under the Accidental Death and Dismemberment Benefit, we will pay the lesser of:

- a) a percentage of the Principal Sum; or
- b) the actual cost;

for the one-time cost of alterations incurred within two years from the date of the accident to the Insured Person's:

- a) principal residence; and/or
- b) private automobile;

to make the residence accessible or the private automobile drivable or rideable for the Insured Person. In no event will payment under this benefit exceed the Maximum Amount for this Benefit.

The Percentage of Principal Sum and Maximum Amount are shown in the Schedule.

The benefit will be payable only if:

- a) such home alterations are:
 - i) made by a person or persons with experience in such alterations; and
 - ii) recommended by a recognized organization associated with the Loss; and
- b) such vehicle alterations are:
 - i) carried out by a person or persons with experience in such matters;
 - ii) approved by the Motor Vehicle Department

Private Automobile means a four wheeled, private passenger car: station wagon, pick-up truck, van or jeep-type automobile which is not being used as a conveyance which is organized and licensed for the transportation of passengers.

Form 7679 R3

COMA BENEFIT

If, as the result of an Injury, an Insured Person:

- a) becomes Comatose within 31 days from the accident; and
- b) remains continuously Comatose for at least the number of days shown as the Waiting Period;

we will pay 1% of the Comatose Maximum Benefit Amount for each month after the Waiting Period that he or she remains in a Coma

Payment will cease on the earliest to occur of:

- 1) the end of the month in which the Insured Person dies;
- 2) the end of the month in which the Insured Person recovers from the Coma; or
- 3) when the total payment equals the Comatose Maximum Benefit Amount

The Comatose Maximum Benefit Amount equals the Principal Sum less all other payments under the Accidental Death and Dismemberment Benefit for the Injury.

Coma means complete and continuous:

- a) unconsciousness; and
- b) inability to respond to external or internal stimuli

The amount of the Principal Sum and the Waiting Period are shown in the Schedule.

Form 7679 U1

THERAPEUTIC COUNSELING BENEFIT

If an Insured Person:

- a) incurs a loss, other than loss of Life, under the Accidental Death and Dismemberment Benefit; and
- b) within 90 days requires Therapeutic Counseling due to the loss;

we will pay the lesser of:

- a) the Reasonable Expenses incurred for Therapeutic Counseling which are in excess of any other Plan;
- b) a Percentage of the Insured Person's Principal Sum; or
- c) the Maximum Amount.

The Therapeutic Counseling services must be incurred within one year from the date of the loss.

Therapeutic Counseling means treatment or counseling provided by a licensed therapist or counselor registered or certified to provide psychological treatment or counseling.

Reasonable Expenses means fees and prices which do not exceed those generally charged for similar Therapeutic Counseling in the local area where received by the Insured Person.

For purposes of this benefit, we reserve the right to determine Reasonable Expenses. An Expense is considered to be incurred on the date the Therapeutic Counseling is rendered.

Plan means:

- a) group, blanket or franchise health insurance;
- b) group hospital, medical service or pre-payment plan;
- c) labor-management trustee, union welfare, employer organization or employee benefit organization plan;
- d) governmental program or coverage required or provided by any statute except Medicare;
- e) automobile insurance medical payments benefit or automobile reparations insurance (no-fault);
- f) Workers' Compensation or similar law.

The Maximum Amount, Percent and Principal Sum are shown in the Schedule.

Form 7679 X1

BEREAVEMENT COUNSELING BENEFIT

If a Principal Sum is payable under this Policy for an Insured Person's loss of life, we will pay for the expenses incurred by his or her Dependent Spouse and Child(ren) for Bereavement Counseling up to:

- a) \$100 per visit;
- b) a maximum amount of \$500 Per Covered Person per accident

Expenses for Bereavement Counseling must be first incurred by the Insured Person's Dependent Spouse and Child(ren) within 90 days after the date of the Insured Person's death

Proof of Bereavement Counseling expenses must be given to Us within one year after the date of the Insured Person's death

Bereavement Counseling means treatment or counseling for the grief reaction resulting from the Insured Person's Loss of life. Counseling must be provided by a licensed therapist, counselor, or psychiatrist who is registered or certified to provide psychological treatment or counseling.

Spouse means the Insured Person's wife or husband who is not legally separated or divorced from the Insured Person at the date of the accident.

Child(ren), as used in this benefit, mean(s) the Insured Person's unmarried child, unmarried grandchild in the legal custody of and residing with the Insured Person, stepchild, legally adopted child from the date of placement in the home of the Insured Person, or foster child who is:

- a) under the age of 26; and
- b) primarily dependent on the Insured Person for support and maintenance

CLAIMS

Notice of Claim: The person who has the right to claim benefits (the claimant or beneficiary, or his or her representative) must give us written notice of a claim within 30 days after a covered loss begins. If notice cannot be given within that time, it must be given as soon as reasonably possible.

The notice should include the Insured Person's name and the policy number. Send it to our office in Hartford, Connecticut, or give it to our agent.

Claim Forms: When we receive the notice of claim, we will send forms to the claimant for giving us proof of loss. The forms will be sent within 15 days after we receive the notice of claim.

If the forms are not received, the claimant will satisfy the proof of loss requirement if a written notice of the occurrence, character and nature of the loss is sent to us.

Proof of Loss: Proof of loss must be sent to us in writing within 90 days after:

- a) the end of a period of our liability for periodic payment claims; or
- b) the date of the loss for all other claims.

If the claimant is not able to send it within that time, it may be sent as soon as reasonably possible without affecting the claim. The additional time allowed cannot exceed one year from the date proof of loss is due, unless the claimant is legally incapacitated.

Time of Claim Payment: We will pay any daily, weekly or monthly benefit due:

- a) on a monthly basis, after we receive the proof of loss, while the loss and our liability continue; or
- b) immediately after we receive the proof of loss following the end of our liability.

We will pay any other benefit due immediately, but not more than 60 days, after we receive the proof of loss.

Payment of Claims: We will pay any benefit due for loss of the Insured Person's life:

- a) according to the beneficiary designation in effect at the time of his or her death; otherwise
- b) if no beneficiary is designated, according to the beneficiary designation under the Group Life Insurance Policy issued to the Policyholder and in effect at the time of the Insured Person's death; or
- c) to the survivors, in equal shares, in the first of the following classes to have a survivor at the Insured Person's death:
 - 1) spouse,
 - 2) children,
 - 3) parents,
 - 4) brothers and sisters

If there is no survivor in these classes, payment will be made to the Insured Person's estate.

All other benefits due and not assigned will be paid to the Insured Person, if living. Otherwise, the benefits will be paid according to the preceding paragraph.

Form 7679 Z2b (AZ)

If a benefit due is payable to:

- a) the Insured Person's estate; or
 - b) the Insured Person or a beneficiary who is either a minor or not competent to give a valid release for the payment;
- we may pay up to \$1,000 (\$3,000 for residents of Florida) of the benefit due to some other person.

The other person will be someone related to the Insured Person or the beneficiary by blood or marriage who we believe is entitled to the payment. We will be relieved of further responsibility to the extent of any payment made in good faith.

Appealing Denial of Claims: If a claim for benefits is wholly or partially denied, notice of the decision shall be furnished to the Insured Person within 45 days. This written decision will:

- a) give the specific reason or reasons for denial;
- b) make specific reference to policy provisions on which the denial is based;
- c) provide a description of any additional information necessary to prepare the claim and an explanation of why it is necessary;
- d) provide an explanation of the review procedure; and
- e) state what portions of the claim is being disputed and return the uncontested amount within 60 days.

On any denied claim, an Insured Person or his representative may appeal to Us for a full and fair review. The claimant may:

- a) request a review upon written application within 60 days of receipt of claim denial;
- b) review pertinent documents; and
- c) submit issues and comments in writing.

We will make a decision no more than 90 days after receipt of the request for review. The written decision will include specific reasons for the decision on which the decision is based.

Physical Examinations and Autopsy: While a claim is pending we have the right at our expense:

- a) to have the Insured Person who has a loss examined by a physician when and as often as is reasonably necessary; and
- b) in case of death to make an autopsy, where it is not forbidden by law.

Legal Actions: You cannot take legal action against us:

- a) before 60 days following the date proof of loss is sent to us;
- b) after 3 years (6 years for residents of South Carolina) following the date proof of loss is due (for Florida residents, after the expiration of the applicable statute of limitations following the date proof of loss is due)

Naming a Beneficiary: The Insured Person may name a beneficiary or change a revocably named beneficiary by giving your written request to the Policyholder. His or her request takes effect on the date you execute it, regardless of whether he or she is living when the Policyholder receives it. We will be relieved of further responsibility to the extent of any payment we made in good faith before the Policyholder received his or her request.

Assignment: We will recognize any assignment the Insured Person makes under this policy, provided:

- a) it is duly executed; and
- b) a copy is on file with us.

We and the Policyholder assume no responsibility for the validity or effect of an assignment.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



Legislation Description

File #: 15-338, Version: 1

AUTHORIZATION TO RENEW FISCAL YEAR 2015/16 PROPERTY, LIABILITY & WORKERS' COMPENSATION INSURANCE

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

Purpose and Recommended Action

This is a request for City Council to authorize staff to purchase property, liability and workers' compensation insurance and/or self-insurance for FY 2015/16 in an amount not to exceed \$1,378,838.

Background

City of Glendale Ordinance, Chapter 2 (Administration), Article V (Financial Affairs), Division 5 (Risk Management Trust Fund) and Division 6 (Workers' Compensation Trust Fund), Sections 2-207 and 2-219 (Insurance) provides that "The city risk manager, acting for the city manager, is authorized to enter into, on behalf of the city, any appropriate commercial insurance, alternative risk financing and surety bonding contracts to provide such risk insurance as determined to be in the best interests of the city". Risk Management analyzes city property, liability and workers' compensation exposures to determine what is needed to protect the city's assets. Annually Risk Management provides city exposure data to the city's broker, Alliant Insurance Services (Alliant). Alliant has been placing insurance for cities for over 25 years. Their insurance placements include all lines of coverage placed through a proprietary group purchase program for public entities across the United States. Placement is underwritten and priced on a group basis without sharing the risks of the entire group.

Analysis

We obtained quotations for property including auto physical damage, cyber/privacy coverage, pollution coverage, crime, excess liability, airport liability, fiduciary liability, special liability policy for Glendale Regional Public Safety Training Center (GRPSTC) and excess workers' compensation. The quotes are based upon the same terms and conditions but with some deductible changes. The not-to-exceed cost to purchase the insurance for FY 2015-16 is \$1,378,838. The expiring premium was \$1,202,532. Attached is Renewal Projections spreadsheet that lists each type of coverage, the expiring costs and the estimated costs.

Property Insurance

The quote for property insurance for FY 2015-16 is \$369,248 compared to \$315,408 for the prior FY. The city's total insured property values are \$766,428,811 which is a 1.80% increase from the prior year due to an increase in property values. The primary factors that go into the increased values are the cost of construction from building supplies and labor costs which are driven by job opportunities and the economy. Alliant uses Marshall Swift to provide the construction trends by region. The cost of construction has dropped slightly in

2014 and the economy is holding steady which is why the increase in values is minimal.

The property insurance program provides \$1B in property damage limits on a replacement cost basis. The policy provides coverage for boiler and machinery, city automobiles, cyber/privacy and pollution. We have had some significant losses in the past five years. These are:

- 10/19/09 fire residential housing \$248,748
- 10/5/10 hail loss \$1,054,903
- 7/13/14 vehicle fire \$28,196
- 7/13/14 fire in Old Station 151 (Resource Center) \$511,000
- 9/8/14 flood/storm \$1,350,000

Due to the loss history the carrier has increased our rate per \$100 value of property. Last FY our rate was .04189. This year's rate is .04817 or a 15% increase. Attached is the property premium year over year history for comparison. The rate had started to decrease but we were hit with three losses in one year. The deductibles are increasing. The all-risk property, boiler and earthquake deductible was \$50,000 and are being increased to \$100,000. The auto physical damage vehicle deductible stays at \$25,000 EXCEPT vehicles with a value greater than \$250,000 the deductible is \$100,000. Hail deductible remains at \$250,000. Flood deductible increased from \$100,000 to \$250,000. This again is due to the large losses.

The broker went to market to obtain quotes from Liberty Mutual and Travelers Insurance who would offer this type of program to a public entity. Liberty Mutual advised that they could not be competitive and declined to quote. Travelers advised they have a \$0.05 rate and the deductibles would be slightly higher than the deductibles proposed above. I checked with several of our benchmark Cities who are currently in the middle of renewals. Their rates from last year were \$0.08 rate or greater.

The quote for crime insurance which provides protection for the city's money and securities up to \$10,000,000 in limits is \$29,000 compared to \$28,462 last FY. This is a 2% increase due to the increase in employee count. The quote for fiduciary liability which covers the Deferred Compensation Plan/Deferred Compensation Committee with \$5M limits with a \$5,000 deductible is \$12,221 compared to \$11,644 last FY. This increase is due to an increase in the plan assets from \$78.9M to \$85M. The quote for public employees blanket bond (required by ordinance) which covers the Risk Management and Workers' Compensation Trust Fund board with limits to \$10,000 is \$180, same as the expiring policy. We are recommending renewing the Property Insurance Coverage's as detailed above. Our broker is continuing to negotiate the pricing and we expect final, firm quotes in mid-June. The premiums will not exceed the estimates provided above. The coverage summaries for each type are attached.

Excess Liability

The city's excess liability insurance provides coverage on an occurrence basis including bodily injury, property damage liability, errors and omissions liability, employment practices liability, employee benefit liability, wrongful act or employee benefits wrongful act and products and completed operations hazard. The city purchases a total of \$50M in limits. The city has a \$1M self-insured retention (SIR or large deductible). The quote is \$737,800 compared to \$666,656 last FY. The expiring policy provided coverage for terrorism up to \$10M. All coverage's expected to remain the same. Alliant marketed this program (see attached Renewal

Marketing report). The coverage is currently insured in three layers, \$10M limit by Alliant's Municipal Liability program, \$15M (excess the first \$10M and \$1M SIR) by Starr and \$25M (excess the first \$10M, second \$15M and \$1M SIR) by Endurance for the total coverage at \$50M. Endurance is leaving the public entity market so that coverage has to be replaced. The quotes provided are not to exceed numbers. We expect final, firm quotes in mid-June. We expect the estimates to come in less than projected.

The city purchases a separate airport owners and operators general liability policy with \$20M in limits on an occurrence basis including bodily injury and property damage liability, products and completed operations, personal injury and advertising injury, hangar keepers, non-owned aircraft liability, and fire damage liability. This policy is needed to provide coverage for the airport operations hazards which are not covered in the excess liability policy. There is no self-insured retention and no deductible. The carrier held the premium at \$7,800, which is the same as last year.

The city purchases a small liability insurance policy to protect the Glendale Regional Public Safety Training Center (GRPSTC) with \$2M in limits and a \$5,000 deductible. This policy is required to meet our financing obligations. We are beginning to market this coverage (policy doesn't expire until 9/29/15) and are expecting a 10% increase due to claims experience. The FY 2015/16 quote is \$5,686 compared to \$5,169 last FY.

The property and liability insurance premiums are paid from the Risk Management Trust Fund. For the coverage's described above, the total not to exceed premium is \$1,161,805 (excluding workers' compensation) which is included in the budget being proposed to City Council. Last FY total premium was \$1,035,139, an estimated increase of \$126,666.

Excess Workers' Compensation

The city purchases statutory excess workers' compensation with an \$800,000 SIR and employer's liability insurance with \$2M limits. There are only a handful of carriers that will underwrite public entity workers' compensation programs for this type of program. We went to market and received responses from Midwest, Arch and US Specialties (see attached Renewal Marketing Report). All declined to provide a quote indicating that they could not be competitive and beat the current rate. We asked for quotes for the following self-insured retentions:

- \$800,000 retention - \$217,083 premium
- \$850,000 retention - \$207,549 premium
- \$900,000 retention - \$198,014 premium

We are still working with Safety National on finalizing the proposed premiums and to see what additional reductions, if any, can be provided. The expiring FY 2014-15 premium was \$182,393. Risk Management recommends staying with the \$800,000 SIR at a cost of \$217,083. If we move to an \$850,000 SIR, we will increase claims payments by \$50,000 but only incur a savings of \$9,534 (if we do not have any loss that exceeds our SIR). Moving to a \$900,000 SIR increases claims payments by \$100,000 but saving only \$19,069. If we were to incur a claim greater than our SIR, there would be no savings, but a negative cost to the City. We do not recommend increasing claims payments without saving more than the total cost of claims.

The workers' compensation insurance premiums are paid from the Workers' Compensation Trust Fund. The

total cost of renewing the excess workers' compensation and employer's liability insurance shall not exceed \$217,083. This amount is included in the current FY 2015/16 budget being proposed to City Council.

As you know, effective 7/1/2014 the City changed the Risk Management and Workers' Compensation Ordinance to include payments for risk management expenses, workers' compensation expenses, salaries and other administrative costs. Currently these expenses are being paid by the general fund. Risk Management will submit a request to Finance to move the expenses out of the general fund and into the respective Risk Management Trust Fund or Workers' Compensation Trust Fund during the last quarter of this fiscal year. Finance submits the request to City Council for approval during the budget process.

The total estimated cost of the property, liability and workers' compensation coverage for FY 2015/16 is \$1,378,838. The Risk Management and Workers' Compensation Trust Fund Boards met on May 26, 2015 and recommends City Council approve the FY insurance/self-insurance as presented above.

Previous Related Council Action

City Council approved the FY 2014/15 Property, Liability and Workers' Compensation insurance renewals at the 6/24/2014 meeting.

Budget and Financial Impacts

The FY 2015/16 budgeted amount for all insurance/self-insurance as described above is included in the budget proposed to Council. Risk Management recommends purchasing property, liability and workers' compensation insurance and/or self-insurance for FY 2015/16 in an amount not to exceed \$1,378,838.

Cost	Fund-Department-Account
\$1,161,805	Risk Management Trust Fund - HR - 2540-18010-518200
\$217,083	Workers' Compensation Trust Fund - HR - 2560-18110-518200

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

City of Glendale, AZ
2015-2016 Renewal Projections (Not to Exceed)

Lines of Coverage	Renewal Date	Carrier	2014/2015 Program Cost (Annual)	Estimated % Change	2015/2016 Estimated Cost	Actual	Actual % of Change	Notes
Property	7/1/2015	APIP	\$315,408	17%	\$369,248			Rate increase of 15% TIV Increase of 1.80% Deductible Change:\$100k All Risk \$100k Boiler/\$100k EQ \$250k Flood (other than A&V) \$250k Flood A&V/\$250k - Hail \$25k Vehicles (Except vehicles over \$250k in value = \$100k ded)
Excess Workers' Compensation	7/1/2015	Safety National	\$167,393	29%	\$217,083			Payroll: 18.29% increase Rate: 9.6% increase Premium does not include the Loss Control fee of \$15,000. Optional quotes: \$850k SIR, \$207,549 (23.989% premium increase, 4.814% rate increase) \$900k SIR, \$198,014 (18.293% premium increase, -.001% rate decrease)
Excess Liability	7/1/2015	ANML Endurance Starr Indemnity & Liability-3 layers	\$666,656	11%	\$737,800			10% on ANML layer and Starr layer, 25% on Endurance layer
Liability Regional Public Safety Training Center	9/29/2015	SLIP	\$5,169	10%	\$5,686			Estimation is rate only and is not guaranteed. This is based on expiring exposure and claim experience.
Airport Liability (3 Year)	1/26/2015	ACE Property and Casualty Insurance Company	\$7,800	0%	\$7,800	\$7,800	0%	
Crime	7/1/2015	National Union Fire Insurance Company	\$28,462	2%	\$29,000			This is based on employee count of 2,457 which is a 10% increase in exposure.
Fiduciary Liability	7/10/2015	RL Insurance Company	\$11,644	13%	\$12,221			Quote Received increase in assets from \$78.9M to \$85M and the switch in administrators causing the increase in premium this renewal.
			Total:		\$1,378,838			

Disclaimer

This not to exceed renewal premium sheet is provided as a matter of convenience and information only. All information included in this sheet, including but not limited to personal and real property values, locations, operations, products, data, automobile schedules, financial data and loss experience, is based on facts and representations supplied to Alliant Insurance Services, Inc., by you. This proposal does not reflect any independent study or investigation by Alliant Insurance Services, Inc., or its agents or employees.



CITY OF GLENDALE, AZ
PROPERTY YEAR OVER YEAR HISTORY

	2008-2009	2009-2010	2010-2011	2011-2012	2012-2013	2013-2014	2014-2015	2015-2016 Projections
Total Insured Values	\$ 540,096,201	\$ 573,723,545	\$ 581,853,217	\$ 586,761,872	\$ 608,048,106	\$ 673,683,921	\$ 752,876,668	\$ 766,428,811
All Risk Deductible per occurrence	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 100,000
Auto Physical Damage (Vehicles) except Weather Losses per occurrence	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000	\$25,000, except vehicles over \$250k in value deductible is \$100,000
Flood	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$100,000 excluding A&V Zones	\$250,000 excluding A&V Zones
Premiums	\$ 51,540	\$ 66,707	\$ 82,152	\$ 109,343	\$ 135,080	\$ 167,063	\$ 201,262	
Primary All Risk	\$ -	\$ -	\$ 5,045	\$ 6,639	\$ 5,398	\$ 8,257	\$ 7,273	
Cyber Liab/Pollution Liab from 2010-2013	\$ 42,505	\$ 10,586	\$ 12,090	\$ 12,090	\$ 1,033	\$ 12,031	\$ 3,425	
Vehicles	\$ 94,045	\$ 77,293	\$ 99,287	\$ 128,072	\$ 141,511	\$ 187,351	\$ 211,960	
Excess All Risk	\$ 45,685	\$ 58,544	\$ 50,406	\$ 52,563	\$ 69,874	\$ 85,142	\$ 77,864	
Excess B&M	\$ 5,202	\$ 6,142	\$ 5,908	\$ 5,960	\$ 6,966	\$ 8,786	\$ 9,209	
ABS	\$ 4,228	\$ 2,319	\$ 3,781	\$ 3,574	\$ 5,020	\$ 6,323	\$ 6,769	
Taxes	\$ 4,651	\$ 4,435	\$ 4,866	\$ 5,859	\$ 6,794	\$ 9,038	\$ 9,606	
Total:	\$ 153,811	\$ 148,733	\$ 164,248	\$ 196,028	\$ 230,165	\$ 296,640	\$ 315,408	\$ 369,248
Total Average Account Rate	0.02847845	0.02592416	0.02822843	0.03340844	0.03785309	0.04403252	0.04189371	0.04817777
Account Rate Change over Prior Year	N/A	-8.97%	8.89%	18.35%	13.30%	16.32%	-4.86%	15.00%
TIV Change over Prior Year	N/A	6.23%	1.42%	0.84%	3.63%	11.25%	11.76%	1.80%
**Please note that the 2011-2012 policy premium was credited \$31,780 on the broker fee invoice to offset the increase								
Losses by Year	\$ 972.90	\$ 246,161.65	\$ 1,084,698.88	\$ 2,575.00	\$ 62,012.43	\$ 3,449.88	\$ 1,336,000.00	
Loss Ratio - Total Premium	0.63%	165.51%	660.40%	1.31%	26.94%	1.16%	423.58%	
Average Loss Ratio - Total Premium	183%							
Loss Ratio - Primary Layer	1.89%	369.02%	1320.36%	2.35%	45.91%	2.07%	663.81%	
Average Loss Ratio - Primary Layer	343.63%							



ALLIANT INSURANCE SERVICES, INC.
ALLIANT PROPERTY INSURANCE PROGRAM (APIP)
PROPERTY NOT TO EXCEED RENEWAL

TYPE OF INSURANCE: Insurance Reinsurance

NAMED INSURED: CITY OF GLENDALE, Arizona

DECLARATION: 2-Cities 2

POLICY PERIOD: July 1, 2015 to July 1, 2016

**TOTAL INSURED
VALUES:** \$766,428,811 as of April 25, 2015

**ALL RISK
COVERAGES &
LIMITS:**

- \$ 1,000,000,000 Per Occurrence: All Perils, Coverages (subject to policy exclusions) and Insureds/Members combined, subject to the following per occurrence and/or aggregate sub-limits as noted.

- \$ 75,000,000 Flood Limit - Per Occurrence and in the Annual Aggregate (for those Members(s)/Entity(ies) that purchase this optional dedicated coverage)

- \$ 7,500,000 Per Occurrence and in the Annual Aggregate for all locations in Flood Zones A & V (inclusive of all 100 year exposures). This Sublimit does not increase the specific flood limit of liability for those Members(s)/Entity(ies) that purchase this optional dedicated coverage.

- \$ 100,000,000 Earthquake Shock - Per Occurrence and in the Annual Aggregate (for those Members(s)/Entity(ies) that purchase this optional dedicated coverage)

- \$ 100,000,000 Combined Business Interruption, Rental Income and Tax Revenue Interruption and Tuition Income (and related fees). However, if specific values for such coverage have not been reported as part of the Member(s)/Entity(ies) schedule of values held on file with Alliant Insurance Services, Inc., this sublimit amount is limited to \$500,000 per Member/Entity subject to maximum of \$2,500,000 Per Occurrence for Business Interruption, Rental Income and Tuition Income combined, and \$5,000,000 per occurrence for Tax Revenue Interruption. Coverage for power generating plants is excluded, unless otherwise specified.

- \$ 50,000,000 Extra Expense

- \$ 25,000,000 Miscellaneous Unnamed Locations for existing Members Excluding Earthquake coverage for Alaska and California Members. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.

180 Days Extended Period of Indemnity

See Policy Provisions	\$25,000,000	Automatic Acquisition up to \$100,000,000 or a member's Policy Limit of Liability if less than \$100,000,000 for 90 days excluding licensed vehicles for which a sublimit of \$10,000,000 applies per policy Automatic Acquisition and Reporting Condition. Additionally a sublimit of \$2,500,000 applies for Tier 1 Wind Counties, Parishes and Independent Cities for 60 days for the states of Virginia, North Carolina, South Carolina, Georgia, Alabama, Mississippi, Louisiana, Texas and/or situated anywhere within the states of Florida and Hawaii. The peril of EQ is excluded for the states of Alaska and California. If Flood coverage is purchased for all scheduled locations, this extension will extend to include Flood coverage for any location not situated in Flood Zones A or V.
\$	1,000,000	Unscheduled Landscaping, tees, sand traps, greens and athletic fields and further subject to \$25,000 / 25 gallon maximum per item
\$	5,000,000	Scheduled Landscaping, tees, sand traps, greens and athletic fields and further subject to \$25,000 / 25 gallon maximum per item. Higher limits available for members with scheduled values greater than \$5,000,000 for an additional premium with underwriting approval
\$	50,000,000	Errors & Omissions - This extension does not increase any more specific limit stated elsewhere in this policy or Declarations.
\$	25,000,000	Course of Construction and Additions (including new) for projects with completed values not exceeding the sublimit shown. Projects valued between \$25,000,001 and \$50,000,000 can be added for an additional premium with underwriting approval
\$	2,500,000	Money & Securities for named perils only as referenced within the policy
\$	2,500,000	Unscheduled Fine Arts
\$	250,000	Accidental Contamination per occurrence and annual aggregate per member with \$500,000 annual aggregate for all insureds / members per declaration
\$	500,000	Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters)
\$	25,000,000	Increased Cost of Construction due to the enforcement of building codes/ ordinance or law (includes All Risk and Boiler & Machinery)
\$	25,000,000	Transit

2015-2016 Alliant Property Insurance Program (APIP) Property Indication
 CITY OF GLENDALE, Arizona

\$	2,500,000	Unscheduled Animals; not to exceed \$50,000 per Animal, per Occurrence
\$	2,500,000	Unscheduled Watercraft up to 27 feet
	Included	Per Occurrence for Off Premises Vehicle Physical Damage
\$	25,000,000	Off Premises Services Interruption including Extra Expense resulting from a covered peril at non-owned/operated locations
\$	5,000,000	Per Occurrence and Annual Aggregate for Earthquake shock on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts for all insured/members in this declaration combined that do not purchase Earthquake coverage
\$	5,000,000	Per Occurrence and Annual Aggregate for Flood on Licensed Vehicles, Unlicensed Vehicles, Contractor's Equipment and Fine Arts for all insured/members in this declaration combined that do not purchase Flood coverage
\$	3,000,000	Contingent Business Interruption, Contingent Extra Expense, Contingent Rental Values and Contingent Tuition Income separately
\$	500,000	Jewelry, Furs, Precious Metals and Precious Stones Separately
\$	1,000,000	Claims Preparation Expenses
\$	50,000,000	Expediting Expenses
\$	1,000,000	Personal Property Outside of the USA
\$	100,000,000	Per Member/Entity Per Occurrence subject to \$200,000,000 Annual Aggregate of Declarations 1-14, 18-21, 25-30 and 32-34 combined as respects Property Damage, Business Interruption, Rental Income and Extra Expense Combined for Terrorism (Primary Layer)
	Not Covered	Per Member/Entity for Terrorism (Excess Layer) subject to;
	Not Covered	Per Occurrence, All Members combined in Declarations 1-9, 11-14, 18-21, 25-30 and 32-34 for Terrorism (Excess Layer) subject to;
	Not Covered	Annual Aggregate shared by all Members/Entities combined in Declarations 1-9, 11-14, 18-21, 25-30 and 32-34, as respects Property Damage, Business Interruption, Rental Income and Extra Expense combined for Terrorism (Excess Layer)
	Not Covered	Per Occurrence Per Declaration Upgrade to Green Coverage subject to the lesser of, the cost of upgrade, an additional 25% of the applicable limit of liability shown in the schedule of values or this sub limit.
	Included	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See Cyber Coverage Summary for details of coverage terms, limits and deductibles
	Included	See Alliant Property Insurance Program (APIP) Pollution Liability Insurance Summary for applicable limits and deductibles

- VALUATION:**
- Repair or Replacement Cost
 - Actual Loss Sustained for Time Element Coverages
 - Contractor's Equipment / either Replacement Cost or Actual Cash Value (ACV) as declared by each member. If not declared, valuation will default to Actual Cash Value (ACV)

**EXCLUSIONS
 (Including but not limited to):**

- Seepage & Contamination
- Cost of Clean-up for Pollution
- Mold

Deductibles: If two or more deductible amounts provided in the Declaration Page apply for a single occurrence the total to be deducted shall not exceed the largest per occurrence deductible amount applicable. (The Deductible amounts set forth below apply Per Occurrence unless indicated otherwise).

**"ALL RISK"
 DEDUCTIBLE:**

\$ 100,000 Per Occurrence, which to apply in the event a more specific deductible is not applicable to a loss

**DEDUCTIBLES FOR
 SPECIFIC PERILS
 AND COVERAGES:**

\$ 250,000 All Flood Zones Per Occurrence excluding Flood Zones A & V

\$ 500,000 Per Occurrence for Flood Zones A & V (inclusive of all 100 year exposures)

\$ 100,000 Earthquake Shock: If the stated deductible is a flat dollar amount, the deductible will apply on a Per Occurrence basis, unless otherwise stated. If the stated deductible is on a percentage basis, the deductible will apply Per Occurrence on a Per Unit basis, as defined in the policy form, subject to the stated minimum.

\$ 1,000 Per Occurrence for Specially Trained Animals

\$ 500,000 Per Occurrence for Unscheduled Tunnels, Bridges, Dams, Catwalks (except those not for public use), Roadways, Highways, Streets, Sidewalks, Culverts, Street Lights and Traffic Signals unless a specific value has been declared (excluding coverage for the peril of Earthquake Shock, and excluding Federal Emergency Management Agency (FEMA) and/or Office of Emergency Services (OES) declared disasters)

\$ 100,000 Per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractors Equipment Per Occurrence and Annual Aggregate and shared by all members of this Declaration for the peril of Earthquake for members who do not purchase dedicated Earthquake limits

\$ 100,000 Per Occurrence and Annual Aggregate and shared by all members of this Declaration for Fine Arts for the peril of Earthquake for members who do not purchase dedicated Earthquake limits

2015-2016 Alliant Property Insurance Program (APIP) Property Indication
 CITY OF GLENDALE, Arizona

\$	100,000	Minimum subject to \$100,000 Maximum per Vehicle or Item for Licensed Vehicles, Unlicensed Vehicles and Contractor's Equipment Per Occurrence and Annual Aggregate and shared by all members of this Declaration for the peril of Flood for members who do not purchase dedicated Flood limits
\$	100,000	Per Occurrence and Annual Aggregate and shared by all members of this Declaration for Fine Arts for the peril of Flood for members who do not purchase dedicated Flood limits
	24 Hour Waiting Period	for Service Interruption for All Perils and Coverages
	2.5% of Annual Tax Value	per Location for Tax Interruption
\$	25,000	Per Occurrence for Off Premises Vehicle Physical Damage except vehicles over \$250,000 in value then deductible is \$100,000. If Off-Premises coverage is included/purchased, the stated deductible will apply to vehicle physical damage both on and off-premises on a Per Occurrence basis, unless otherwise stated. If Off-Premises coverage is not included, On-Premises/In-Yard coverage is subject to the All Risk (Basic) deductible.
	ACV	Vehicle Valuation Basis
\$	100,000	Per Occurrence for Contractor's Equipment
\$	100,000	Per Occurrence for Primary Terrorism
	Not Covered	Per Occurrence for Excess Terrorism (Applies only if the Primary Terrorism Limit is exhausted)
\$	250,000	Per Occurrence for ISO CAT Losses (Excluding Flood and Earthquake) as defined by meeting the following trigger: ISO's Property Claims Service (PCS) declaration of a numbered catastrophic event
	Included	Information Security & Privacy Insurance with Electronic Media Liability Coverage. See Cyber Coverage Summary for details of coverage terms, limits and deductibles. (Cyber Liability)

SPECIAL TERMS 1: ISO CAT (as defined by meeting the following trigger: "ISO's Property Claims Service (PCS) declaration of a numbered catastrophic event.")

ISO CAT (excluding flood & earthquake) Losses	Special Terms Limit
\$ 250,000	Special Terms Deductible

TERMS & CONDITIONS: 25% Minimum Earned Premium and cancellations subject to 10% penalty

Except Cyber Liability Premium is 100% Earned at Inception

Except Pollution Liability Premium is 100% Earned at Inception

NOTICE OF CANCELLATION: 90 Days except 10 Days for non-payment of premium

	Annual Cost*
TOTAL Not to Exceed Premium:	\$ 369,248
*Not to Exceed Premiums are based on valid selectable options and the TIV's above. Changes in TIV's will require a Not to Exceed Premium adjustment.	
† TOTAL COST includes: all premiums, , underwriting fees, commissions, loss control expenses, program administration charges, and applicable taxes	

IMPORTANT NOTICE: THE NONADMITTED & REINSURANCE REFORM ACT (NRRA) WENT INTO EFFECT ON JULY 21, 2011. ACCORDINGLY, SURPLUS LINES TAX RATES AND REGULATIONS ARE SUBJECT TO CHANGE WHICH COULD RESULT IN AN INCREASE OR DECREASE OF THE TOTAL SURPLUS LINES TAXES AND/OR FEES OWED ON THIS PLACEMENT. IF A CHANGE IS REQUIRED, WE WILL PROMPTLY NOTIFY YOU. ANY ADDITIONAL TAXES AND/OR FEES OWED MUST BE PROMPTLY REMITTED TO ALLIANT INSURANCE SERVICES, INC.

QUOTE VALID UNTIL: July 1, 2015

BROKER: ALLIANT INSURANCE SERVICES, INC.
 License No. 0C36861

Chris Tobin
 Senior Vice President

Jack Hamilton
 Assistant Vice President

Patricia K. Guisler
 Account Manager

NOTES:

- Major pending and approved changes to the APIP Program are described in the Executive Summary.
- Change in Total Insurable Values will result in adjustment in Not to Exceed premium
- Some coverage, sublimits, terms and conditions could change until negotiations with the insurance carriers have been finalized
- Coverage outlined in this Proposal is subject to the terms and conditions set forth in the policy. Please refer to Policy for specific terms, conditions and exclusions

*2015-2016 Alliant Property Insurance Program (APIP) Property Indication
CITY OF GLENDALE, Arizona*

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Please be advised that this indication is also expressly conditioned on there being no material change in the risk between the date of this proposal and the inception date of the proposed policy (including the occurrence of any claim or notice of circumstances that may give rise to a claim under any policy which the policy being proposed is a renewal or replacement). In the event of such change of risk, the insurer may, at its sole discretion, modify, or withdraw this proposal whether or not this offer has already been accepted.

This indication is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

NY Regulation 194 Disclosure and General Broker Compensation Disclosure

Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York and other States. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

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The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



**CITY OF GLENDALE
ALLIANT CRIME INSURANCE PROGRAM
2015-2016 NOT TO EXCEED RENEWAL**

COVERAGE TERM: July 1, 2015 to July 1, 2016

COVERAGE:

- Governmental Crime Policy on Discovery form including the following coverages:
- Employee Theft – Per Loss Coverage
- Forgery or Alteration
- Inside the Premises – Theft of Money and Securities
- Inside the Premises – Robbery & Safe Burglary of Other Property
- Outside the Premises (Money, Securities and Other Property)
- Computer Fraud
- Funds Transfer Fraud
- Money Orders & Counterfeit Money

LIMIT: \$10,000,000

DEDUCTIBLE: \$50,000

PREMIUM: \$29,000 Not To Exceed Premium

DATE PREPARED: April 24, 2015

BROKER: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

Chris Tobin
Senior Vice President

Jack Hamilton
Assistant Vice President

Patricia Guisler
Account Manager

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This indication is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance



**CITY OF GLENDALE
ALLIANT CRIME INSURANCE PROGRAM
2015-2016 NOT TO EXCEED RENEWAL**

Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this summary of insurance

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

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Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.

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**CITY OF GLENDALE
FIDUCIARY LIABILITY INSURANCE
2015-2016 NOT TO EXCEED RENEWAL**

COVERAGE TERM: July 10, 2015 to July 10, 2016

PRIOR OR PENDING DATE: July 10, 2013

COVERAGE: Governmental Plans Fiduciary Liability – Claims Made Form
Form Number: GEF100 (4/11)GEF 101(4/11)

LIMITS:

\$5,000,000	Aggregate Limit of Liability (including Defense Costs)
\$ 500,000	Sublimit of Liability for Cap (IRS) Penalties
\$1,500,000	HIPAA Sublimit
\$250,000	HITECH Sublimit
\$ 250,000	PPACA Sublimit
\$250,000	Tax Penalty (4957 IRD) Sublimit

RETENTION:

\$0	Indemnifiable
\$5,000	Non-Indemnifiable

PROGRAM HIGHLIGHTS:

- Definition of Loss to include Punitive, Exemplary, and Multiplied Damages (where insurable) with Most Favorable Venue wording.
- Definition of Insured Persons to include Employees of any Insured Plan.
Non Cancellable by Insurer other than for Non Payment of Premium.
- Wrongful Act definition includes administrative duties; counseling employees, participants, and beneficiaries; handling of records; failure to comply with privacy provisions of HIPAA.
- Notice/Claim Reporting Provision – notice required after General Council, Risk Manager or Trustee first learns of claim.
- No Libel or Slander exclusion
- Defense cost coverage for performance of managed care services with respect to selection of medical or health service providers.
- Final Adjudication wording for conduct exclusions.
- Employee Benefit Law defined to acknowledge Public Entity Risks not subject to ERISA
- Modified Consent to Settle Clause to 80%/20%
- Severability for all exclusions.
- Spousal Extension amended to include Domestic Partner
- Priority of Payments provision
- Severability of Application.
- Extended Reporting Period (Discovery Period) available for one to six years.
- Automatic Coverage for COBRA Violations

PREMIUM: \$12,221 Not To Exceed Premium (Waiver of Recourse \$100 flat fee is included in not to exceed premium)



**CITY OF GLENDALE
FIDUCIARY LIABILITY INSURANCE
2015-2016 NOT TO EXCEED RENEWAL**

DATE PREPARED: April 24, 2015

BROKER: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

Chris Tobin
Senior Vice President

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**CITY OF GLENDALE
FIDUCIARY LIABILITY INSURANCE
2015-2016 NOT TO EXCEED RENEWAL**

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City of Glendale, AZ

2015/16 Renewal Marketing Report

Marketing to Program Underwriters

Alliant is dedicated to providing the most viable insurance coverages to City of Glendale, AZ Below is an outline of our marketing efforts for the 2015-16 policy period

Expiring Coverage – Property

APIP

A.M. Best Rating:

A (Excellent)/Financial Size Category XV (\$2 Billion or greater)

Increase account rate by 15%, Increase the all risk, boiler and EQ deductibles to \$100,000. Increase the Flood deductible to \$250,000. Hail deductible remains at \$250,000, Vehicle deductible stays at \$25,000 except for vehicles over \$250,000 then the deductible is \$100,000. Estimated annual premium is \$369,248.

Marketed Carriers

Liberty Mutual

A.M. Best Rating:

A (Excellent)/Financial Size Category XV (\$2 Billion or greater)

Declined to quote, not competitive

Travelers Insurance Company

A.M. Best Rating:

A++ (Superior)/Financial Size Category XV (\$2 Billion or greater)

.05 rate, a deductible structure of \$100,000 for all perils, except A&V Flood at \$500,000 each for real and personal property

Expiring Coverage – Excess Workers' Compensation

Safety National

A.M. Best Rating:

A+ (Excellent)/Financial Size Category XIII (\$1.25 Billion to \$1.5 Billion)

The exposure is 18.294% higher than last year, the rate is 9.63% higher and the premium is 29.69% higher.

Optional quotes form Safety National: 1) \$850k SIR \$207,549 premium - . 4.81% rate higher and 23.99% higher premium 2) \$900k SIR - \$198,014 18.29% higher premium and 001% rate lower

There is a balance for City of Glendale is \$13,100 for the loss control fee (as of April 11th).

City of Glendale, AZ
2015/16 Renewal Marketing Report

Marketed Carriers

Midwest

A.M. Best Rating:

A+ (Excellent)/Financial Size Category XV (\$2 Billion or greater)

Declined to quote, not competitive, can only do \$1M SIR or higher.

NY Magic

A.M. Best Rating:

A (Excellent)/Financial Size Category IX (250 Million to \$500 Million)

Declined to quote, not competitive - minimum SIR would be \$1,000,000 except for \$1,500,000 for presumptive claims and pricing is more than double the expiring.

Arch

A.M. Best Rating:

A+ (Excellent)/Financial Size Category XV (\$2 Billion or greater)

Declined to quote, not competitive – can't get close to the expiring premium and that is without knowing about possible aircraft exposure, and some other items.

US Specialty Underwriters

A.M. Best Rating:

A+ (Excellent)/Financial Size Category XIV (\$1.50 Billion to \$2 Billion)

Declined to quote, not competitive

Expiring Coverage – Excess Liability

ANML

A.M. Best Rating:

A (Excellent)/Financial Size Category IX (250 Million to \$500 Million)

Increase premium by 10% for the first and second layers, 25% for the 3rd layer.

City of Glendale, AZ 2015/16 Renewal Marketing Report

Marketed Carriers

Starr Indemnity & Liability Company

A.M. Best Rating:

A (Excellent)/Financial Size Category XIV (\$1.50 Billion to \$2 Billion)

Current Player on the OEL and not willing to drop down for the primary

Berkley National Insurance Company

A.M. Best Rating:

A (Excellent)/Financial Size Category XV (\$2 Billion or greater)

Current Player on the OEL and not willing to drop down for the primary

Endurance Risk Solutions Assurance Company

A.M. Best Rating:

A (Excellent)/Financial Size Category IX (\$250 Million to \$500 Million)

Current Player on the OEL and not willing to drop down for the primary

Lloyds of London – Brit Syndicate

A.M. Best Rating:

A (Excellent)/Financial Size Category IX (\$250 Million to \$500 Million)

Not willing to write the ANML form

Responses from other carriers:

American Public Risk – AWAC Paper	Declined, Cannot compete with current pricing
Catlin	Declined, Risk does not fit within the carrier's appetite
Genesis	Declined, Cannot compete with current pricing
General Star	Declined, Risk does not fit within the carrier's appetite
Midlands – Markel Paper	Declined, Carrier in not approved in AZ as of today
Munich Reinsurance American Risk	Declined, Cannot compete with current pricing
One Beacon	Declined, Cannot compete with current pricing
Travelers	Declined, Risk does not fit within the carrier's appetite

City of Glendale, AZ

2015/16 Renewal Marketing Report

Expiring Coverage – Crime

ACIP Crime

A.M. Best Rating:

A (Excellent)/Financial Size Category 15, greater than \$2 Billion

10% increase in exposure: Not to Exceed for renewal \$29,885.

Marketed Carriers

Great American

A.M. Best Rating:

A (Superior)/Financial Size Category XIII (\$1.25 Billion to \$1.5 Billion)

Declined, cannot compete with terms or conditions. Faithful Performance maximum limit is \$1M and the minimum SIR is \$100k.

Zurich

A.M. Best Rating:

A (Superior) A (Excellent)/Financial Size Category XIV (\$1.50 Billion to \$2 Billion)

Declined, cannot compete on pricing, terms or conditions.

Hartford

A.M. Best Rating:

A (Excellent)/Financial Size Category XIV (\$2 Billion or greater)

Declined - Not a market for large public entities. Pricing is aggressive with current program.



**CITY OF GLENDALE
EXCESS LIABILITY POLICY
2015-2016 NOT TO EXCEED RENEWAL**

COVERAGE TERM: July 1, 2015 to July 1, 2016

COVERAGE LOCATION: 5850 W. Glendale Ave. B56
Glendale, AZ 85301

COVERAGE: Special Excess Liability on an Occurrence Basis including Bodily Injury, Property Damage Liability, Errors and Omissions Liability, Employment Practices Liability, Employee Benefit Liability, Wrongful Act or Employee Benefits Wrongful Act; Products and Completed Operations Hazard

LIMITS:

Layer 1:	\$10,000,000	“Completed Operations Hazard” Aggregate
	\$10,000,000	“Any One Occurrence for “Bodily Injury”, “Property Damage”, “Public Officials Errors And Omissions”, “Employment Practices Liability”, or “Personal Injury” or any combination Thereof
Layer 2:	\$15,000,000	Each Occurrence
	N/A	Other Aggregate(s), where applicable
	\$15,000,000	Completed Operations Aggregate
Layer 3:	\$25,000,000	Each Occurrence
	\$25,000,000	Aggregate Limit (where applicable)

RETAINED LIMIT: \$1,000,000 “Any One Occurrence for “Bodily Injury”, “Property Damage”, “Public Officials Errors And Omissions”, “Employment Practices Liability”, or “Personal Injury” or any combination Thereof

PREMIUM:

Layer 1:	\$473,125.40	Not to Exceed Premium
Layer 2:	\$137,610.00	Not to Exceed Premium
Layer 3:	<u>\$127,065.00</u>	Not to Exceed Premium
	\$737,800.40	Total Not to Exceed Premium All Layers

DATE PREPARED: April 24, 2015

BROKER: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

Chris Tobin
Senior Vice President

Jack Hamilton
Assistant Vice President

Patricia Guisler
Account Manager



**CITY OF GLENDALE
EXCESS LIABILITY POLICY
2015-2016 NOT TO EXCEED RENEWAL**

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Alliant Insurance Services, Inc. is an insurance producer licensed by the State of New York. Insurance producers are authorized by their license to confer with insurance purchasers about the benefits, terms and conditions of insurance contracts; to offer advice concerning the substantive benefits of particular insurance contracts; to sell insurance; and to obtain insurance for purchasers. The role of the producer in any particular transaction typically involves one or more of these activities.

Compensation will be paid to the producer, based on the insurance contract the producer sells. Depending on the insurer(s) and insurance contract(s) the purchaser selects, compensation will be paid by the insurer(s) selling the insurance contract or by another third party. Such compensation may vary depending on a number of factors, including the insurance contract(s) and the insurer(s) the purchaser selects. In some cases, other factors such as the volume of business a producer provides to an insurer or the profitability of insurance contracts a producer provides to an insurer also may affect compensation.

The insurance purchaser may obtain information about compensation expected to be received by the producer based in whole or in part on the sale of insurance to the purchaser, and (if applicable) compensation expected to be received based in whole or in part on any alternative quotes presented to the purchaser by the producer, by requesting such information from the producer.



**CITY OF GLENDALE, AZ
AIRPORT OWNERS & OPERATORS GENERAL LIABILITY
2015-2016 SUMMARY OF COVERAGE**

INSURANCE COMPANY: ACE Property & Casualty Insurance Company

A.M. BEST GUIDE RATING:* A++ (Superior);
(pulled as of February 24, 2015) Financial Size Category: XV (\$2 Billion or greater)
As of April 11, 2014

STANDARD & POOR'S RATING:* AA-, Positive
(pulled as of February 24, 2015) As of May 19, 2014

ARIZONA STATUS: Admitted

COVERAGE TERM: January 26, 2015 to January 26, 2016

POLICY NUMBER: AAP N07384798 004

COVERAGE LOCATION: GEU – Glendale Municipal Airport
Glendale, Arizona

COVERAGE: Airport Owners & Operators Liability

LIMITS:

\$20,000,000	Bodily Injury and Property Damage Liability Each Occurrence
\$20,000,000	Products – Completed Operations Aggregate Limit
\$20,000,000	Personal Injury and Advertising Injury Aggregate Limit
\$20,000,000	Malpractice Aggregate Limit
\$20,000,000	Hangarkeepers not “in flight” Limit Any One Aircraft
\$20,000,000	Hangarkeepers not “in flight” Limit Any One Occurrence
\$20,000,000	Non-owned Aircraft Liability
\$50,000	Fire Damage Limit Any One Fire
\$5,000	Medical Expense Limit Any One Person

ENDORSEMENTS AND EXCLUSIONS (Including but not limited to):

- Amendment of Noise, Pollution and Other Perils Exclusion Clause
- Immunity Waiver Endorsement
- Airport Limited Enhanced Coverage Endorsement
- Nuclear Risks Exclusion Clause
- Limited Additional Insured Designated Person or Organization Endorsement
- Personal Injury Limitation Endorsement
- Volunteer Endorsement
- Date Recognition Exclusion Endorsement
- Date Recognition Limited Coverage Endorsement
- Pollution Endorsement
- Limited Terrorism Endorsement
- Silica and Silica-Related Dust Exclusion
- Trade or Economic Sanctions Endorsement
- Infringement of Copyright, Patent, Trademark or Trade Secret Endorsement
- Amendment to Supplementary Payments (Court Costs) Endorsement



**CITY OF GLENDALE, AZ
AIRPORT OWNERS & OPERATORS GENERAL LIABILITY
2015-2016 SUMMARY OF COVERAGE**

DEDUCTIBLES: Nil Each Occurrence of offense but not to exceed Nil aggregate

PREMIUM: \$7,800.00 Policy Premium
Rejected TRIA
\$7,800.00 Total Premium

CLAIMS REPORTING: ACE USA Aerospace Claims
Email: AerospaceFirstNotice@acepgroup.com
Fax: 877-201-4125

DATE PREPARED: February 24, 2015

BROKER: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

Chris Tobin, First Vice President
Jack Hamilton, Assistant Vice President
Patricia Guisler, Account Manager

THIS SUMMARY IS FOR INFORMATION PURPOSES ONLY AND DOES NOT AMEND, EXTEND OR ALTER THE POLICY IN ANY WAY. PLEASE REFER TO THE POLICY FORM FOR COMPLETE COVERAGE AND EXCLUSION INFORMATION.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliantinsurance.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations.

Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and Standard and Poors have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com

For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com

To learn more about companies doing business in California, visit the California Department of Insurance website at www.insurance.ca.gov



**CITY OF GLENDALE, AZ
EXCESS WORKERS' COMPENSATION
2015-2016 NOT TO EXCEED RENEWAL**

COVERAGE TERM: July 1, 2015 to July 1, 2016

COVERAGE LOCATION: 5850 W. Glendale Ave., Suite B56
Glendale, AZ 85301

COVERAGE: Excess Workers' Compensation & Employers' Liability

LIMITS: Statutory Maximum Limit of Indemnity Per Occurrence
\$2,000,000 Employers' Liability Maximum Limit of Indemnity Per Occurrence

RETENTION: \$800,000 Per Occurrence

ESTIMATED PAYROLL: \$116,273,826

RATE PER \$100 OF PAYROLL: \$0.1867

PREMIUM: \$217,083 Not to Exceed Premium

OPTIONAL \$850K SIR: \$207,549 Not to Exceed Premium

OPTIONAL \$900K SIR: \$198,014 Not to Exceed Premium

DATE PREPARED: April 24, 2015

BROKER: Alliant Insurance Services, Inc.
1301 Dove Street, Suite 200
Newport Beach, CA 92660

Chris Tobin, Senior Vice President
Jack Hamilton, Assistant Vice President
Patricia Guisler, Account Manager

This indication of insurance is provided as a matter of convenience and information only. This proposal is not confirmation of insurance and does not add to, extend, amend, change, or alter any coverage in any actual policy of insurance you may have. All existing policy terms, conditions, exclusions, and limitations apply. For specific information regarding your insurance coverage, please refer to the policy itself. Alliant Insurance Services, Inc. will not be liable for any claims arising from or related to information included in or omitted from this proposal of insurance.

Alliant embraces a policy of transparency with respect to its compensation from insurance transactions. Details on our compensation policy, including the types of income that Alliant may earn on a placement, are available on our website at www.alliant.com. For a copy of our policy or for any inquiries regarding compensation issues pertaining to your account you may also contact us at: Alliant Insurance Services, Inc., Attention: General Counsel, 701 B Street, 6th Floor, San Diego, CA 92101.

Analyzing insurers' over-all performance and financial strength is a task that requires specialized skills and in-depth technical understanding of all aspects of insurance company finances and operations. Insurance brokerages such as Alliant Insurance typically rely upon rating agencies for this type of market analysis. Both A.M. Best and

Alliant Insurance Services, Inc. · 1301 Dove Street · Suite 200 · Newport, CA 92660-2436
PHONE (949) 756-0271 · www.alliantinsurance.com · License No. 0C36861



**CITY OF GLENDALE, AZ
EXCESS WORKERS' COMPENSATION
2015-2016 NOT TO EXCEED RENEWAL**

Standard and Poor's have been industry leaders in this area for many decades, utilizing a combination of quantitative and qualitative analysis of the information available in formulating their ratings.

A.M. Best has an extensive database of nearly 6,000 Life/Health, Property Casualty and International companies. You can visit them at www.ambest.com. For additional information regarding insurer financial strength ratings visit Standard and Poor's website at www.standardandpoors.com.

Our goal is to procure insurance for you with underwriters possessing the financial strength to perform. Alliant does not, however, guarantee the solvency of any underwriters with which insurance or reinsurance is placed and maintains no responsibility for any loss or damage arising from the financial failure or insolvency of any insurer. We encourage you to review the publicly available information collected to enable you to make an informed decision to accept or reject a particular underwriter. To learn more about companies doing business in your state, visit the Department of Insurance website for that state.



Legislation Description

File #: 15-349, Version: 1

AUTHORIZATION TO EXTEND LINKING AGREEMENT WITH BANNER OCCUPATIONAL HEALTH SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to extend a Linking Agreement with Banner Occupational Health Services in an amount not to exceed \$110,000 annually for an initial one year term through June 31, 2016 and an option to renew for a subsequent one-year extension through June 30, 2017.

Background

On July 1, 2012, the City of Peoria, Arizona entered into a contract, P12-0028 with Banner Occupational Health Services (Banner) to provide Occupational Medical and Drug Testing Services, Attachment A. The Contract permits its cooperative use by other governmental agencies. Section 2-149 of the City's Procurement Code permits the City to procure goods and services by participating with other governmental units in cooperative purchasing agreements when in the best interests of the City. The City may enter into such Agreements without meeting the formal or informal solicitation and bid requirements. 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 date of the initial award was July 1, 2012 for a one-year term with the option to renew an additional four (4) years in one-year increments through June 30, 2017. City of Peoria has extended its contract through June 30, 2016, per the attached Contract Amendment.

The Linking Agreement, C-9569, between City of Glendale and Banner was entered into on December 23, 2014 and will expire on June 30, 2015 unless the term is extended, Attachment B. The initial Linking Agreement was less than \$49,000 and was approved by the City Manager.

Analysis

Federal and State rules and regulations and City policies and procedures apply to employees who need testing for employment, use of alcohol, illegal drugs and other substances, commercial driver's licenses, post-accident testing, return or fit for duty testing, AZPOST requirements and any OSHA or other regulations. These documents determine what type of medical services we need. The Scope of Work is detailed in the City of Peoria RFP, page 17 through 22 in Attachment A. Depending on the testing requirements for each department, when needed the department pays the cost of pre-employment physicals, CDL testing and recertification, vaccinations, wellness exams (PD only), hearing testing as required by OSHA and respirator physicals. Human Resources & Risk Management manages the City's drug and alcohol program and pays for random and post-accident drug and alcohol testing, post exposure testing (except PD and Fire). The cost of the medical services is detailed in the Price Sheet in Attachment A. The list of medical services that can be provided by Banner (but not limit to) is listed below.

- Pre-employment, annual, return to duty and fit for duty physicals - vision and hearing, cardio-vascular (blood pressure, pulse rate, sounds, rhythm), abdomen, muscular-skeletal (spine, upper and lower extremities), skin, urinalysis, back, x-rays, treadmill test, Hepatitis vaccine's, TB skin tests, complete chemistry panel, complete blood count, blood type and cross match,
- Wellness exams - PD
- Post exposure to blood borne pathogen testing
- Respirator physicals
- Drug and Alcohol pre-employment, random (including randomly selecting employees), post-accident and return to duty or other drug and alcohol screening including review by a Medical Review Officer.
- Vaccinations
- Occupational Injury treatment

The annual estimated cost of these services is not expected to exceed \$110,000. We may not spend the authority that is being requested. The services are based upon the number of new hires, terminations, expiring certifications, random drug and alcohol testing, number of post-accident tests, etc. If the full not to exceed authority is not needed, it will not be used. Materials Management is extending the Linking Agreement, C-9569 through June 30, 2016, per the attached Contract Extension.

In addition, employees who are injured during the course and scope of their employment may submit an occupational injury claim. These claims are administered by our Workers' Compensation Claims Third Party Administrator. The employee is treated at the Banner Occupational Clinic. Banner performs and addresses services for the occupational injuries, provides return to work examinations, handles all necessary paperwork for Workers' Compensation claims and coordinates and provides care in accordance with the Industrial Commission of Arizona rules and regulations. The cost of these medical services is set by the Industrial Commission of Arizona Fee Schedule. These claims costs are paid by the Workers' Compensation Trust Fund.

Budget and Financial Impacts

The City pays the unit pricing for medical services as needed and is expected not to exceed \$110,000 annually for an initial one year term through June 31, 2016. The City Manager may extend an option to renew for a subsequent one-year extension through June 30, 2017 not to exceed \$110,000. The funding is included in the departments 2015/16 budget and Workers' Compensation Trust Fund.

Cost	Fund-Department-Account
\$220,000	2540-18110-518200 and each department as/when needed

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BANNER OCCUPATIONAL HEALTH SERVICES**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this 23rd day of December, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Banner Occupational Health Services, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On July 1, 2012, the City of Peoria, Arizona entered into a contract with Contractor to purchase the goods and services described in the Occupational Medical and Drug Testing Services, Request for Proposal No. P12-0028, which is attached hereto as Exhibit A. The Occupational Medical and Drug Testing Services contract permits its cooperative use by other governmental agencies including the City. The Occupational Medical and Drug Testing Services contract 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 attached hereto as part of Exhibit A, purchases can be made by governmental entities from the date of award, which was July 1, 2012, until the date the contract expires on June 30, 2015, 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 June 30, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until June 30, 2015. In the event the Cooperative Purchasing Agreement is extended, the City may renew the term of this Agreement for an additional two years, in one-year periods until the Cooperative Purchasing Agreement expires. 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 each 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 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 incorporate into and are an enforceable part of this Agreement. The "City of Glendale" is substituted for "City of Peoria" or similar reference to the City of Peoria throughout the Cooperative Purchasing 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 A** hereto.
 - B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed Forty Nine Thousand dollars (\$49,000).
4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.
5. 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.

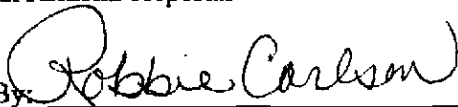
“City”

City of Glendale, an Arizona
municipal corporation

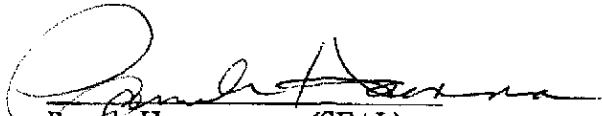
By: 
Brenda S. Fischer
City Manager

“Contractor”

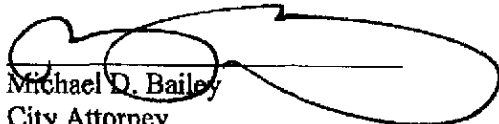
Banner Occupational Health Services
an Arizona corporation

By: 
Name: ROBBIE CARLSON
Title: VPOF OPS, BANNER MEDICAL
GROUP, AZ WEST

ATTEST:


Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:


Michael D. Bailey
City Attorney



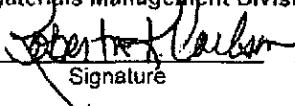
CONTRACT AMENDMENT

Materials Management
 Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Haug

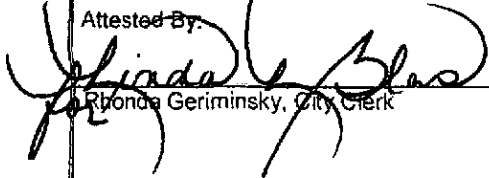
Solicitation No. P12-0028 Page 1 of 1
 Description: Occupational Medical and Drug Testing Services
 Amendment No. Four (4) Date: July 7, 2014

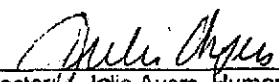
The contract is being amended to add Random Pull Fees at a rate of \$25 each to the Price Sheet.

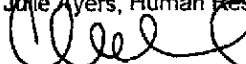
Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

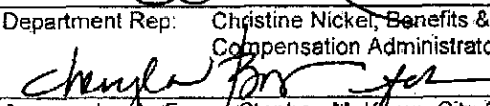
	7-31-14	Roberta K. Carlson, VP of OPS	Banner Occupational Health	
Signature	Date	Typed Name and Title	Company Name	
525 W. Brown Road		Mesa	AZ	85201
Address		City	State	Zip Code

Attested By:


 Rhonda Geriminsky, City Clerk


 Director: Julie Ayers, Human Resources Director


 Department Rep: Christine Nickel, Benefits & Compensation Administrator

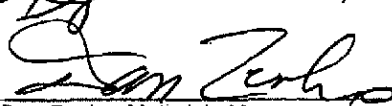

 Approved as to Form: Stephen M. Kemp, City Attorney



City Seal
 Copyright 2003 City of Peoria, Arizona

CC Number
 ACON26912D
 Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
 August 28, 2014 at Peoria, Arizona

 Dan Zenko, Materials Manager



CONTRACT AMENDMENT

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

Solicitation No. P12-0028 Page 1 of 1
Description: Occupational Medical and Drug Testing Services
Amendment No. Three (3) Date: February 12, 2014

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2014. The contract is being extended and the **new contract term is July 1, 2014 – June 30, 2015.**

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

Roberta K. Carlson 4-1-14
Signature Date

Roberta K. Carlson, VP of OPS
Typed Name and Title

Banner Occupational Health
Company Name

525 W. Brown Road
Address

Mesa
City

AZ
State

85201
Zip Code

Attested By:

Rhonda Geriminsky
for Rhonda Geriminsky, City Clerk

Julie Ayers
Director: Julie Ayers, Human Resources Director

Dawn Prince
Department Rep: Dawn Prince, Workforce Administrator

Stephen M. Kemp
Approved as to Form: Stephen M. Kemp, City Attorney

CC Number
ACON26912C
Contract Number

The above referenced Contract Amendment is hereby Executed
April 30, 2014 at Peoria, Arizona



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Official File

Dan Zenko
Dan Zenko, Materials Manager
A CON 26912C



CONTRACT AMENDMENT

**Materials Management
Procurement**
 8875 N 85th Ave 2nd Fl
 Peoria AZ 85345
 Telephone (623) 773 7115
 Fax (623) 773-7118
 Buyer Lisa Houg

Solicitation No P12-0028 Page 1 of 5
 Description Occupational Medical and Drug Testing Services
 Amendment No Two (2) Date November 5, 2013

The contract is being amended to add Fitness for Duty Exams at \$250 00 per hour as per the attached Fit for Duty process and checklist

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division

<i>Roberta K Carlson</i> Signature	12-11-13 Date	<i>ROBERTA K. CARLSON</i> VP OF OPS Glenn Agnew, GFO Typed Name and Title	Banner Occupational Health Company Name
525 W Brown Road Address	Mesa City	AZ State	85201 Zip Code

Attested By
Rhonda Germinsky
 Rhonda Germinsky City Clerk

Dawn Prince 1-13-14
 Director Julie Ayers, Human Resources Director
Dawn Prince
 Department Rep Dawn Prince, Workforce Administrator
Stephen M Kemp
 Approved as to Form Stephen M Kemp, City Attorney



City Seal
 Copyright 2003 City of Peoria Arizona

CC Number
 ACON26912B
 Contract Number

Official File

The above referenced Contract Amendment is hereby Executed
Jan 23 2014 at Peoria Arizona
Dan Zenko
 Dan Zenko Materials Manager

Fit for Duty Process

Purpose: The purpose of this process is to establish a procedure by which Banner Health will evaluate an employee's fitness for duty/fitness for work when Banner has a reasonable belief, based on observable behavior, that: (1) employee's ability to perform essential job functions will be impaired by a medical condition; or (2) the employee will pose a direct threat of harm to him/herself or others due to a medical condition.

Definitions:

Fitness for Duty: *Able to perform the essential duties of the job in a safe, secure, productive, and effective manner, either with or without reasonable accommodation.*

Fitness for Duty Evaluation Check List

An appointment for a Fit for Duty evaluation must be made by facility Human Resources.

Supervisor's responsibility when asking HR to schedule a fit for duty evaluation:

In writing, Supervisor will:

- Describe the events leading to the referral.

- Describe the employee's performance issues (including specific behaviors and actions).
- Set forth the specific behavior that supports supervisor's conclusion that there may be an underlying health problem.
- Describe any adjustments, accommodations, or alternate work arrangements that have been provided to the employee to date.
- State if the employee is currently off work.

Human Resources' Responsibility.

- Forward the supervisor's written report to Occupational Health
- Include a detailed description of job duties. In many cases the official job description may not contain enough detail, and HR should supplement with further description.
- Identify point of contact for the employee and Occupational Health.
- Describe important issues/ needs, such as the effect of the employee's medical condition or behavior on operations, coworkers, productivity

or performance, any pending disciplinary actions or other relevant circumstances.

- Include all pertinent, factual information, such as dates and times of incidents.
- Do not try to make a diagnosis.
- State your concerns in a factual manner and specify the questions you want answered.

Fitness for Duty Examination Checklist

The following documentation must be sent to Occupational Health at least two days prior to the scheduled date of a Fitness for Duty Examination (FFDE).

- ◎ Detailed description of observed employee behaviors and actions that warrant the need/request for the FFDE
- ◎ Copy of the employee's official job description
- ◎ Written list of specific questions for resolution upon which the physician should focus the examination (i e what specifically must be addressed in this FFDE)
- ◎ Written list of specific management concerns (i e what essential function in the employee's job description is management concerned about and why)
- ◎ Pertinent HR-related documentation



CONTRACT AMENDMENT

Materials Management Procurement


9875 N. 85th Ave., 2nd Fl.
Peoria, AZ 85345
Telephone: (623) 773-7115
Fax: (623) 773-7118

Buyer: Lisa Houg

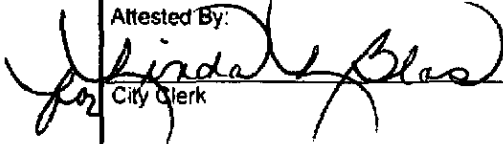
Solicitation No. P12-0028 Page 1 of 1
Description: Occupational Medical and Drug Testing Services
Amendment No. One (1) Date: 2/14/2013


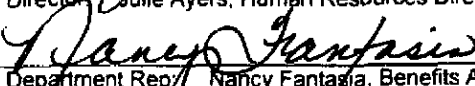
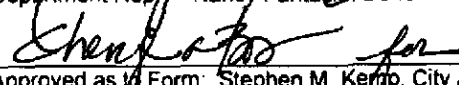
In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2013. The contract is being extended and the new Contract Term is July 1, 2013 to June 30, 2014.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

 Signature	03/28/13 Date	Claire Agnew, CFO Typed Name and Title	Banner Occupational Health Company Name
525 W. Brown Road Address	Mesa City	AZ State	85201 Zip Code

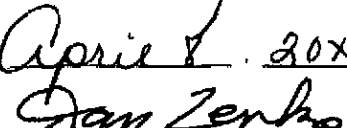
Attested By:


Linda Blas
City Clerk

 Director Julie Ayers, Human Resources Director
 Department Rep: Nancy Fantasia, Benefits Administrator
 Approved as to Form: Stephen M. Kemp, City Attorney



CC Number
ACON26912A
Contract Number

The above referenced Contract Amendment is hereby Executed
April 8, 2013 at Peoria, Arizona

Dan Lenko, Materials Management Supervisor

City Seal
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(Rev 01/05/09)

Official File



City of Peoria, Arizona Notice of Request for Proposal



Request for Proposal No: **P12-0028** Proposal Due Date: **January 25, 2012**
 Materials and/or Services: **Occupational Medical and Drug Testing Services** Proposal Time: **5:00 P.M. AZ Time**
 Project No: **NA** Contact: **Lisa Houg, CPPB**
 Phone: **(623) 773-7115**

Mailing Address: **City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor, Peoria, AZ 85345**

In accordance with City of Peoria Procurement Code competitive sealed proposals for the material or services specified will be received by the City of Peoria Materials Management at the specified location until the date and time cited above. Proposals shall be in the actual possession of the City of Peoria Materials Management on or prior to the exact date and time indicated above. Late proposals will not be considered, except as provided in the City of Peoria Procurement Code. Proposals shall be submitted in a sealed envelope with the Request for Proposal number and the offeror's name and address clearly indicated on the front of the envelope. All proposals shall be completed in ink or typewritten. Offerors are strongly encouraged to carefully read the entire Request for Proposal Package.

OFFER

To the City of Peoria: The undersigned on behalf of the entity, firm, company, partnership, or other legal entity listed below offers on its behalf to the City a proposal that contains all terms, conditions, specifications and amendments in the Notice of Request for Proposal issued by the City. Any exception to the terms contained in the Notice of Request for Proposal must be specifically indicated in writing and are subject to the approval of the City prior to acceptance. The signature below certifies your understanding and compliance with Paragraph 1 of the City of Peoria Standard Terms and Conditions (form COP 202) contained in the Request for Proposal package issued by the City.

For clarification of this offer contact:

Name: Kathryn Cruppen
Banner Occupational Health
 Company Name
525 W. Brown Rd.
 Address
Mesa AZ 85201
 City State Zip Code

Telephone: 480-684-7214 Fax: 480-684-7218
 Email: Kathryn.Cruppen@BannerHealth.com
[Signature]
 Authorized Signature for Offer
Donald A. Sanada
 Printed Name
VP, Banner Medical Group
 Title

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

Your offer is accepted by the City, subject to approval of each written exception that your proposal contained. The contract consists of the following documents: 1.) Request for Proposal issued by the City; 2.) Your offer in Response to the City's Request for Proposal; 3.) This written acceptance and contract award.

As the contractor, you are now legally bound to sell the materials and/or services listed by the attached award notice, based on the solicitation of proposals, including all terms, conditions, specifications, amendments and your offer as now accepted by the City. The Contractor shall not commence any billable work or provide any material, service or construction under this contract until the Contractor receives an executed Purchase Order or written Notice to Proceed.

Accepted by: [Signature]
 Wanda Nelson, City Clerk

City of Peoria, Arizona. Effective Date: 7/1/2012

Approved as to form: [Signature]
 Stephen M. Kemp, City Attorney

CC: _____

Contract Awarded Date May 9, 2012
[Signature]
 Dan Zenko, Materials Management Supervisor

Contract Number: AC0220912

Official File: _____



SCANNED



REQUEST FOR PROPOSAL

INSTRUCTIONS TO OFFEROR

Materials Management

Procurement

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

1. PREPARATION OF PROPOSAL:

- a. All proposals shall be on the forms provided in this *Request For Proposal* package. It is permissible to copy these forms if required. Telegraphic (facsimile) or mailgram proposals will not be considered.
- b. The Offer and Contract Award document (COP Form 203) shall be submitted with an original ink signature by a person authorized to sign the offer.
- c. Erasures, interlineations, or other modifications in the proposal shall be initialed in original ink by the authorized person signing the Vendor Offer.
- d. If price is a consideration and in case of error in the extension of prices in the proposal, the unit price shall govern. No proposal shall be altered, amended, or withdrawn after the specified proposal due date and time.
- e. Periods of time, stated as a number of days, shall be calendar days.
- f. It is the responsibility of all Offerors to examine the entire *Request For Proposal* package and seek clarification of any item or requirement that may not be clear and to check all responses for accuracy before submitting a bid. Negligence in preparing a Proposal confers no right of withdrawal after proposal due date and time.

2. **INQUIRIES:** Any question related to the *Request For Proposal* shall be directed to the Buyer whose name appears on the front. The Offeror shall not contact or ask questions of the department for which the requirement is being procured. Questions should be submitted in writing when time permits. The Buyer may require any and all questions be submitted in writing at the Buyer's sole discretion. Any correspondence related to a *Request For Proposal* should refer to the appropriate *Request For Proposal* number, page, and paragraph number. However, the Offeror shall not place the *Request For Proposal* number on the outside of any envelope containing questions since such an envelope may be identified as a sealed proposal and may not be opened until after the official *Request For Proposal* due date and time.

3. **PROSPECTIVE OFFERORS CONFERENCE:** A prospective offerors conference may be held. If scheduled, the date and time of this conference will be indicated within this document. The purpose of this conference will be to clarify the contents of this *Request For Proposal* in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this *Request For Proposal* or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the *Request for Proposal*. Oral statements or instructions will not constitute an amendment to this *Request for Proposal*.

4. **LATE PROPOSALS:** Late Proposals will not be considered, except as provided by the City of Peoria Procurement Code. A vendor submitting a late proposal shall be so notified.

5. **WITHDRAWAL OF PROPOSAL:** At any time prior to the specified proposal due date and time, a Vendor (or designated representative) may withdraw the proposal. Telegraphic (facsimile) or mailgram proposal withdrawals will not be considered.

6. **AMENDMENT OF PROPOSAL:** Receipt of a Solicitation Amendment (COP Form 207) shall be acknowledged by signing and returning the document prior to the specified proposal due date and time.

7. **PAYMENT:** The City will make every effort to process payment for the purchase of goods or services within thirty (30) calendar days after receipt of goods or services and a correct notice of amount due, unless a good faith dispute exists as to any obligation to pay all or a portion of the account. Any proposal that requires payment in less than thirty (30) calendar days shall not be considered.

8. **NEW:** All items shall be new, unless otherwise stated in the specifications.

9. **DISCOUNTS:** Payment discount periods will be computed from the date of receipt of material/service or correct invoice, whichever is later, to the date Buyer's payment is mailed. Unless freight and other charges are itemized, any discount provided will be taken on full amount of invoice. Payment discounts of thirty (30) calendar days or more will be deducted from the proposal price in determining the low bid. However, the Buyer shall be entitled to take advantage of any payment discount offered by the Vendor provided payment is made within the discount period.

10. **TAXES:** The City of Peoria is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.

11. **VENDOR REGISTRATION:** After the award of a contract, the successful Vendor shall have a completed Vendor Registration Form (COP Form 200) on file with the City of Peoria Materials Management Division.

12. AWARD OF CONTRACT:

- a. Unless the Offeror states otherwise, or unless provided within this *Request For Proposal*, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City.

- b. Notwithstanding any other provision of this *Request For Proposal*, The City expressly reserves the right to:

- (1) Waive any immaterial defect or informality; or
- (2) Reject any or all proposals, or portions thereof; or
- (3) Reissue a *Request For Proposal*.

- c. A response to a *Request For Proposal* is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's *Request For Proposal* and the written amendments thereto, if any. Proposals do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful Offeror(s). The contract has its inception in the award document, eliminating a formal signing of a separate contract. For that reason, all of the terms and conditions of the procurement contract are contained in the *Request For Proposal*, unless modified by a Solicitation Amendment (COP Form 207) or a Contract Amendment (COP Form 217).



STANDARD TERMS AND CONDITIONS

Materials Management Procurement

9875 N. 85th Ave., 2nd Fl.
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THE FOLLOWING TERMS AND CONDITIONS ARE AN EXPLICIT PART OF THE SOLICITATION AND ANY RESULTANT CONTRACT.

1. **CERTIFICATION:** By signature in the Offer section of the Offer and Contract Award page (COP Form 203), the Vendor certifies:
 - a. The submission of the offer did not involve collusion or other anti-competitive practices.
 - b. The Vendor shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11246.
 - c. The Vendor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with the submitted offer. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resulting contracts, and the vendor may be debarred.
2. **GRATUITIES:** The City may, by written notice to the Contractor, cancel this contract if it is found by the City that gratuities, in the form of entertainment, gifts or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City with a view toward securing an order, securing favorable treatment with respect to the awarding, amending, or the making of any determinations with respect to the performing of such order. In the event this contract is cancelled by the City pursuant to this provision, the City shall be entitled, in addition to any other rights and remedies, to recover or withhold from the Contractor the amount of the gratuity. Paying the expense of normal business meals which are generally made available to all eligible city government customers shall not be prohibited by this paragraph.
3. **APPLICABLE LAW:** In the performance of this agreement, contractors shall abide by and conform to any and all laws of the United States, State of Arizona and City of Peoria including but not limited to federal and state executive orders providing for equal employment and procurement opportunities, the Federal Occupational Safety and Health Act and any other federal or state laws applicable to this agreement.

Contractor specifically understands and acknowledges the applicability to it of the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986, and the Drug Free Workplace Act of 1989. In addition, if this agreement pertains to construction, Contractor must also comply with A.R.S. § 34-301, as amended (Employment of Aliens on Public Works Prohibited) and A.R.S. § 34-302, as amended (Residence Requirements for Employees).

Under the provisions of A.R.S. § 41-4401, Contractor hereby warrants to the City that Contractor and each of its subcontractors ("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").

A breach of the Contractor Immigration Warranty shall constitute a material breach of this agreement and shall subject Contractor to penalties up to and including termination of this agreement at the sole discretion of the City. The City may, at its sole discretion, conduct random verification of the employment records of Contractor and any Subcontractors to ensure compliance with the Contractor Immigration Warranty. Contractor agrees to assist the City in regard to any random verifications performed.

Neither Contractor nor any Subcontractor shall be deemed to have materially breached the Contractor Immigration Warranty if Contractor or the Subcontractor establishes that it has complied with the employment verification provisions prescribed by §§ 274A and 274B of the Federal Immigration and Nationality Act and the E-Verify requirements prescribed by A.R.S. § 23-214(A).

The provisions of this Paragraph must be included in any contract Contractor enters into with any Subcontractors who provide services under this agreement or any subcontract. "Services" is defined as furnishing labor, time or effort in the State of Arizona by a contractor or subcontractor. Services include construction or maintenance of any structure, building or transportation facility or improvement to real property.

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



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

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

4. **LEGAL REMEDIES:** All claims and controversies shall be subject to resolution according to the terms of the City of Peoria Procurement Code.
5. **CONTRACT:** The contract between the City and the Contractor shall consist of (1) the Solicitation, including instructions, all terms and conditions, specifications, scopes of work, attachments, and any amendments thereto, and (2) the offer submitted by the Vendor in response to the solicitation. In the event of a conflict in language between the Solicitation and the Offer, the provisions and requirements in the Solicitation shall govern. However, the City reserves the right to clarify, in writing, any contractual terms with the concurrence of the Contractor, and such written contract shall govern in case of conflict with the applicable requirements stated in the Solicitation or the Vendor's offer. The Solicitation shall govern in all other matters not affected by the written contract.
6. **CONTRACT AMENDMENTS:** This contract may be modified only by a written Contract Amendment (COP Form 217) signed by persons duly authorized to enter into contracts on behalf of the City and the Contractor.
7. **CONTRACT APPLICABILITY:** The Offeror shall substantially conform to the terms, conditions, specifications and other requirements found within the text of this specific Solicitation. All previous agreements, contracts, or other documents, which have been executed between the Offeror and the City are not applicable to this Solicitation or any resultant contract.
8. **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the contract will be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, the contract will forthwith be physically amended to make such insertion or correction.
9. **SEVERABILITY:** The provisions of this contract are severable to the extent that any provision or application held to be invalid shall not affect any other provision or application of the contract which may remain in effect without the invalid provision or application.
10. **RELATIONSHIP TO PARTIES:** It is clearly understood that each party will act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
11. **INTERPRETATION-PAROL EVIDENCE:** This contract represents the entire agreement of the Parties with respect to its subject matter, and all previous agreements, whether oral or written, entered into prior to this contract are hereby revoked and superseded by this contract. No representations, warranties, inducements or oral agreements have been made by any of the Parties except as expressly set forth herein, or in any other contemporaneous written agreement executed for the purposes of carrying out the provisions of this contract. This contract may not be changed, modified or rescinded except as provided for herein, absent a written agreement signed by both Parties. Any attempt at oral modification of this contract shall be void and of no effect.
12. **NO DELEGATION OR ASSIGNMENT:** Contractor shall not delegate any duty under this Contract, and no right or interest in this Contract shall be assigned by Contractor to any successor entity or third party, including but not limited to an affiliated successor or purchaser of Contractor or its assets, without prior written permission of the City. The City, at its



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option, may cancel this Contract in the event Contractor undertakes a delegation or assignment without first obtaining the City's written approval. Contractor agrees and acknowledges that it would not be unreasonable for the City to decline to approve a delegation or assignment that results in a material change to the services provided under this Contract or an increased cost to the City.

13. **SUBCONTRACTS:** No subcontract shall be entered into by the contractor with any other party to furnish any of the material, service or construction specified herein without the advance written approval of the City. The prime contractor shall itemize all sub-contractors which shall be utilized on the project. Any substitution of sub-contractors by the prime contractor shall be approved by the City and any cost savings will be reduced from the prime contractor's bid amount. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract and if the Subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not Subcontractors are used.
14. **RIGHTS AND REMEDIES:** No provision in this document or in the vendor's offer shall be construed, expressly or by implication, as waiver by the City of any existing or future right and/or remedy available by law in the event of any claim of default or breach of contract. The failure of the City to insist upon the strict performance of any term or condition of the contract or to exercise or delay the exercise of any right or remedy provided in the contract, or by law, or the City's acceptance of and payment for materials or services, shall not release the Contractor from any responsibilities or obligations imposed by this contract or by law, and shall not be deemed a waiver of any right of the City to insist upon the strict performance of the Contract.
15. **INDEMNIFICATION:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, representatives, officers, directors, officials and employees from and against all claims, damages, losses and expenses (including but not limited to attorney fees, court costs, and the cost of appellate proceedings), relating to, arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work or services of the Contractor, its employees, agents, or any tier of subcontractors in the performance of this Contract. Contractor's duty to defend, hold harmless and indemnify the City, its agents, representatives, officers, directors, officials and employees shall arise in connection with any claim, damage, loss or expense that is attributable to bodily injury, sickness, disease, death, or injury to, impairment, or destruction of property including loss of use resulting therefrom, caused by any acts, errors, mistakes, omissions, work or services in the performance of this Contract including any employee of the Contractor or any tier of subcontractor or any other person for whose acts, errors, mistakes, omissions, work or services the Contractor may be legally liable.
- The amount and type of insurance coverage requirements set forth herein will in no way be construed as limiting the scope of the indemnity in this paragraph.
16. **OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the goods and services used to fulfill the Contract.
17. **FORCE MAJEURE:** Except for payment for sums due, neither party shall be liable to the other nor deemed in default under this Contract if and to the extent that such party's performance of this Contract is prevented by reason of force Majeure. The term "force majeure" means an occurrence that is beyond the control of the party affected and occurs without its fault or negligence. Without limiting the foregoing, force majeure includes acts of God; acts of the public enemy; war; acts of terror, hate crimes affecting public order; riots; strikes; mobilization; labor disputes; civil disorders; fire; floods; lockouts, injunctions-intervention-acts, or failures or refusals to act by government authority; events or obstacles resulting from a governmental authority's response to the foregoing; and other similar occurrences beyond the control of the party declaring force majeure which such party is unable to prevent by exercising reasonable diligence. The force majeure shall be deemed to commence when the party declaring force majeure notifies the other party of the existence of the force majeure and shall be deemed to continue as long as the results or effects of the force majeure prevent the party from resuming performance in accordance with this Contract.

Force majeure shall not include the following occurrences:



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

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

18. **RIGHT TO ASSURANCE:** Whenever one party to this contract in good faith has reason to question the other party's intent to perform he may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as an anticipatory repudiation of the Contract.
19. **RIGHT TO AUDIT RECORDS:** The City may, at reasonable times and places, audit the books and records of any Contractor as related to any contract held with the City. This right to audit also empowers the City to inspect the papers of any Contractor or Subcontractor employee who works on this contract to ensure that the Contractor or Subcontractor is complying with the Contractor Immigration Warranty made pursuant to Paragraph 3 above.
20. **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or Subcontractor which is related to the performance of any contract as awarded or to be awarded.
21. **WARRANTIES:** Contractor warrants that all material, service or construction delivered under this contract shall conform to the specifications of this contract. Unless otherwise stated in Contractor's response, the City is responsible for selecting items, their use, and the results obtained from any other items used with the items furnished under this contract. Mere receipt of shipment of the material/service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in the solicitation.
22. **INSPECTION:** All material and/or services are subject to final inspection and acceptance by the City. Materials and/or services failing to conform to the specifications of this Contract will be held at Contractor's risk and may be returned to the Contractor. If so returned, all costs are the responsibility of the Contractor. The City may elect to do any or all:
 - a. Waive the non-conformance.
 - b. Stop the work immediately.
 - c. Bring material into compliance.This shall be accomplished by a written determination for the City.
23. **TITLE AND RISK OF LOSS:** The title and risk of loss of material and/or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.
24. **NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials shall fully comply with all provisions of the Contract. If a tender is made which does not fully conform, this shall constitute a breach of the Contract as a whole.
25. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.



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26. **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship materials under reservation and no tender of a bill of lading will operate as a tender of the materials.
27. **LIENS:** All materials, service or construction shall be free of all liens, and if the City requests, a formal release of all liens shall be delivered to the City.
28. **LICENSES:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this Contract.
29. **PATENTS AND COPYRIGHTS:** All services, information, computer program elements, reports and other deliverables, which may be patented or copyrighted and created under this contract are the property of the City and shall not be used or released by the Contractor or any other person except with the prior written permission of the City.
30. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
31. **COST OF BID/PROPOSAL PREPARATION:** The City shall not reimburse the cost of developing presenting or providing any response to this solicitation. Offers submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
32. **PUBLIC RECORD:** All offers submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award notification, in accordance with the City's Procurement Code. However, subsequent to the award of the contract, any information and documents obtained by the City during the course of an audit conducted in accordance with Paragraph 19 above for the purpose of determining compliance by Contractor or a Subcontractor with the Contractor Immigration Warranty mandated by Paragraph 3 above shall remain confidential and shall not be made available for public review or produced in response to a public records request, unless the City is ordered or otherwise directed to do so by a court of competent jurisdiction.
33. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract, without prior written consent of the City.
34. **DELIVERY ORDERS:** The City shall issue a Purchase Order for the material and/or services covered by this contract. All such documents shall reference the contract number as indicated on the Offer and Contract Award (COP Form 203).
35. **FUNDING:** Any contract entered into by the City of Peoria is subject to funding availability. Fiscal years for the City of Peoria are July 1 to June 30. The City Council approves all budget requests. If a specific funding request is not approved, the contract shall be terminated.
36. **PAYMENT:** A separate invoice shall be issued for each shipment of material or service performed, and no payment will be issued prior to receipt of material and/or services and correct invoice.
37. **PROHIBITED LOBBYING ACTIVITIES:** The Offeror, his/her agent or representative shall not contact, orally or in any written form any City elected official or any City employee other than the Materials Management Division, the procuring department, City Manager, Deputy City Manager or City Attorney's office (for legal issues only) regarding the contents of this solicitation or the solicitation process commencing from receipt of a copy of this request for proposals and ending upon submission of a staff report for placement on a City Council agenda. The Materials Manager shall disqualify an Offeror's proposal for violation of this provision. This provision shall not prohibit an Offeror from petitioning an elected official after submission of a staff report for placement on a City Council agenda or engaging in any other protected first amendment activity after submission of a staff report for placement on a City Council agenda.
38. **PROHIBITED POLITICAL CONTRIBUTIONS:** Consultant during the term of this Agreement shall not make a contribution reportable under Title 16, Chapter 6, Article 1, Arizona Revised Statutes to a candidate or candidate committee for any city elective office during the term of this Agreement. The City reserves the right to terminate the Agreement without penalty for any violation of this provision.



SPECIAL TERMS AND CONDITIONS

Solicitation Number: P12-0028

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

Any orders placed to the successful contractor will be placed by the specific agencies participating in this purchase. Payment for purchases made under this agreement will be the sole responsibility of each participating agency. The City shall not be responsible for any disputes arising out of transactions made by others.
5. **Contract Type:** Fixed Price
6. **Term of Contract:** The term of any resultant contract shall commence on the first day of the month following the date of award and shall continue for a period of one (1) year thereafter, unless terminated, cancelled or extended as otherwise provided herein.
7. **Contract Extension:** By mutual written contract amendment, any resultant contract may be extended for supplemental periods of up to a maximum of forty-eight (48) months.
8. **Affirmative Action Report:** It is the policy of the City of Peoria that suppliers of goods or services to the City adhere to a policy of equal employment opportunity and demonstrate an affirmative effort to recruit, hire, and promote regardless of race, color, religion, gender, national origin, age or disability. The City of Peoria encourages diverse suppliers to respond to solicitations for products or services.
9. **Proposal Format:** Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the local office(s) which will be performing the work. **DO NOT BIND ORIGINAL COPY.**
10. **Interview Guidelines:** During any requested interview, which would be scheduled in the future, be prepared to discuss your firm's proposal, staff assignments, project approach and other pertinent information. The presentation shall be approximately 30 minutes, allowing 15 minutes for a question and answer session.
11. **Evaluation:** In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.
 - a. Program Methodology.
 - b. Experience and Capabilities.
 - c. Cost Considerations.
 - d. Conformance to Request for Proposal.

The City reserves the right to consider historic information and facts, whether gained from the Offeror's proposal, questions



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and answer conferences, references, or other source and the views of the evaluator(s) with prior Contract or service delivery experience with any of the Offerors, while conducting the proposal evaluations.

- 12. **Price Adjustment:** The City of Peoria Purchasing Office will review fully documented requests for price increases after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The City of Peoria Materials Management Division will determine whether the requested price increase or an alternate option, is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 13. **Price Reduction:** A price reduction adjustment may be offered at any time during the term of a contract and shall become effective upon notice.
- 14. **Discussions:** In accordance with the City of Peoria Procurement Code, after the initial receipt of proposals, discussions may be conducted with offerors who submit proposals determined to be reasonably susceptible of being selected for award.
- 15. **Proposal Opening:** Proposals shall be submitted at the time and place designated in the request for proposals. All information contained in the proposals shall be deemed as exempt from public disclosure based on the City's need to avoid disclosure of contents prejudicial to competing offerors during the process of negotiation. The proposals shall not be open for public inspection until after contract award. PRICES SHALL NOT BE READ. After contract award, the successful proposal and the evaluation documentation shall be open for public inspection.
- 16. **Permits and Approvals:** Contractor agrees and undertakes to obtain necessary permits and approvals from all local, state and federal authorities for the project.
- 17. **Inspection:** All work shall be subject to inspection, surveillance, and test by the City at reasonable times during the performance. The Contractor shall provide and maintain an inspection system which is acceptable to the City.
- 18. **Investigation of Conditions:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which is performed and enters into this contract based upon the Contractor's own investigation.
- 19. **Acceptance:** Determination of the acceptability of work shall be completed in a responsive and professional manner and in accordance with the specifications, schedules, or plans which are incorporated in the Scope of Work.
- 20. **Payments:** The City shall pay the Contractor monthly, based upon work performed and completion to date, and upon submission of invoices. All invoices shall document and itemize all work completed to date. The invoice statement shall include a record of time expended and work performed in sufficient detail to justify payment.
- 21. **Insurance Requirements:** The Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance with companies duly licensed, possessing a current A.M. Best, Inc. Rating of A-, or approved unlicensed in the State of Arizona with policies and forms satisfactory to the City.

All insurance required herein shall be maintained in full force and effect until all work or service required to be performed under the terms of the Contract is satisfactorily completed and formally accepted; failure to do so may, at the sole discretion of the City, constitute a material breach of this Contract.

The Contractor's insurance shall be primary insurance as respects the City, and any insurance or self-insurance maintained by the City shall not contribute to it.

Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not effect coverage afforded under the insurance policies to protect the City.

The insurance policies, except Workers' Compensation, shall contain a waiver of transfer rights of recovery (subrogation) against the City, its agents, representatives, directors, officers, and employees for any claims arising out of the Contractor's acts, errors, mistakes, omissions, work or service.

The insurance policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to the City under such policies. The Contractor shall be solely responsible for the deductible and/or self-insured retention and the City, at its option, may require

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the Contractor to secure payment of such deductibles or self-insured retentions by a Surety Bond or an irrevocable and unconditional letter of credit.

The City reserves the right to request and to receive, within 10 working days, certified copies of any or all of the herein required insurance policies and endorsements. The City shall not be obligated, however, to review same or to advise Contractor of any deficiencies in such policies and endorsements, and such receipt shall not relieve Contractor from, or be deemed a waiver of the City's right to insist on, strict fulfillment of Contractor's obligations under this Contract.

The insurance policies, except Workers' Compensation and Professional Liability, required by this Contract, shall name the City, its agents, representatives, officers, directors, officials and employees as Additional Insureds.

22. Required Insurance Coverage:

a. Commercial General Liability

Contractor shall maintain Commercial General Liability insurance with a limit of not less than \$1,000,000 for each occurrence with a \$2,000,000 Products/Completed Operations Aggregate and a \$2,000,000 General Aggregate Limit. The policy shall include coverage for bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage including, but not limited to, the liability assumed under the indemnification provisions of this Contract which coverage will be at least as broad as Insurance Service Office, Inc. Policy Form CG 00011207 or any replacements thereof. The coverage shall not exclude X, C, U.

Such policy shall contain a severability of interest provision, and shall not contain a sunset provision or commutation clause, nor any provision which would serve to limit third party action over claims.

The Commercial General Liability additional insured endorsement shall be at least as broad as the Insurance Service Office, Inc.'s Additional Insured, Form B, CG 20370704, and shall include coverage for Contractor's operations and products and completed operations.

Any Contractor subcontracting any part of the work, services or operations awarded to the Contractor shall purchase and maintain, at all times during prosecution of the work, services or operations under this Contract, an Owner's and Contractor's Protective Liability insurance policy for bodily injury and property damage, including death, which may arise in the prosecution of the Contractor's work, service or operations under this Contract. Coverage shall be on an occurrence basis with a limit not less than \$1,000,000 per occurrence, and the policy shall be issued by the same insurance company that issues the Contractor's Commercial General Liability insurance.

b. Automobile Liability

Contractor shall maintain Commercial/Business Automobile Liability insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to the Contractor's any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work. Coverage will be at least as broad as coverage code 1, "any auto", (Insurance Service Office, Inc. Policy Form CA 00010306, or any replacements thereof). Such insurance shall include coverage for loading and off loading hazards. If hazardous substances, materials or wastes are to be transported, MCS 90 endorsement shall be included and \$5,000,000 per accident limits for bodily injury and property damage shall apply.

c. Workers' Compensation

The Contractor shall carry Workers' Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor's employees engaged in the performance of the work or services; and, Employer's Liability insurance of not less than \$100,000 for each accident, \$100,000 disease for each employee, and \$500,000 disease policy limit.

In case any work is subcontracted, the Contractor will require the Subcontractor to provide Workers' Compensation and Employer's Liability to at least the same extent as required of the Contractor.

d. Professional Liability



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The Contractor retained by the City to provide the work or service required by this Contract will maintain Professional Liability insurance covering acts, errors, mistakes and omissions arising out of the work or services performed by the Contractor, or any person employed by the Contractor, with a limit of not less than \$1,000,000 each claim.

23. **Certificates of Insurance:** Prior to commencing work or services under this Contract, Contractor shall furnish the City with Certificates of Insurance, and formal endorsements as required by the Contract, issued by Contractor's insurer(s), as evidence that policies providing the required coverages, conditions and limits required by this Contract are in full force and effect.

In the event any insurance policy(ies) required by this contract is(are) written on a "Claims made" basis, coverage shall extend for two years past completion and acceptance of the Contractor's work or services and as evidenced by annual Certificates of Insurance.

If a policy does expire during the life of the Contract, a renewal certificate must be sent to the City fifteen (15) days prior to the expiration date.

All Certificates of Insurance shall be identified with bid serial number and title. A \$25.00 administrative fee will be assessed for all certificates received without the appropriate bid serial number and title.

24. **Cancellation and Expiration Notice:** Insurance required herein shall not expire, be canceled, or materially changed without thirty (30) days prior written notice to the City.

25. **Independent Contractor:**

a. General

- i. The Contractor acknowledges that all services provided under this Agreement are being provided by him as an independent contractor, not as an employee or agent of the City Manager or the City of Peoria.
- ii. Both parties agree that this Agreement is nonexclusive and that Contractor is not prohibited from entering into other contracts nor prohibited from practicing his profession elsewhere.

b. Liability

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

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

c. Other Benefits

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



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26. **Key Personnel:** It is essential that the Contractor provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.
- The Contractor agrees that, once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.
 - If key personnel are not available for work under this contract for a continuous period exceeding 30 calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City, and shall, subject to the concurrence of the City, replace such personnel with personnel of substantially equal ability and qualifications.
27. **Estimated Quantities:** The City anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential contractor.
28. **Confidential Information:**
- If a person believes that a bid, proposal, offer, specification, or protest contains information that should be withheld, a statement advising the Materials Supervisor of this fact shall accompany the submission and the information shall be identified.
 - The information identified by the person as confidential shall not be disclosed until the Materials Supervisor makes a written determination.
 - The Materials Supervisor shall review the statement and information and shall determine in writing whether the information shall be withheld.
 - If the Materials Supervisor determines to disclose the information, the Materials Supervisor shall inform the bidder in writing of such determination.
29. **Confidentiality of Records:** The contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that information contained in its records or obtained from the City or from others in carrying out its functions under the contract shall not be used or disclosed by it, its agents, officers, or employees, except as required to efficiently perform duties under the contract. Persons requesting such information should be referred to the City. Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of contractor as needed for the performance of duties under the contract.
30. **Multiple Awards:** In order to assure that any ensuing contracts will allow the City to fulfill current and future requirements, the City reserves the right to award contracts to multiple companies. The actual utilization of any contract will be at the sole discretion of the City. The fact that the City may make multiple awards should be taken into consideration by each potential contractor.
31. **Identity Theft Prevention:** The Contractor shall establish and maintain Identity Theft policies, procedures and controls for the purpose of assuring that "personal identifying information," as defined by A.R.S. § 13-2001(10), as amended, contained in its records or obtained from the City or from others in carrying out its responsibilities under the Contract, is protected at all times and shall not be used by or disclosed to unauthorized persons. Persons requesting such information should be referred to the City. Contractor also agrees that any "personal identifying information" shall not be disclosed other than to employees or officers of Contractor as needed for the performance of duties under the Contract. Contractor agrees to maintain reasonable policies and procedures designed to detect, prevent and mitigate the risk of identity theft. Contractor is required under this contract to review the City of Peoria's Identity Theft Program and to report to the Program Administrator any Red Flags as defined within that program. At a minimum, the contractor will have the following Identity Theft procedures in place:
- Solicit and retain only the "personal identifying information" minimally necessary for business purposes related to performance of the Contract.



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- b. Ensure that any website used in the performance of the contract is secure. If a website that is not secure is to be used, the City shall be notified in advance before any information is posted. The City reserves the right to restrict the use of any non-secure websites under this contract.
 - c. Ensure complete and secure destruction of any and all paper documents and computer files at the end of the contracts retention requirements.
 - d. Ensure that office computers are password protected and that computer screens lock after a set period of time.
 - e. Ensure that offices and workspaces containing customer information are secure.
 - f. Ensure that computer virus protection is up to date
32. **Ordering Process:** Upon award of a contract by the City of Peoria, Materials Management Division may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate contractor. The award of a contract shall be in accordance with the City of Peoria Procurement Code and all transactions and procedures required by the Code for public bidding have been complied with. A purchase order for the awarded material and/or service that cites the correct contract number is the only document required for the department to order and the contractor to deliver the material and/or service.
- Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Peoria is a violation of the contract and the City of Peoria Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.
33. **Billing:** All billing notices to the City shall identify the specific item(s) being billed and the purchase order number. Items are to be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the requesting agency shall refer to the contract number resulting from this solicitation.
34. **Licenses:** Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of the business conducted by the Contractor.
35. **Cancellation:** The City reserves the right to cancel the whole or any part of this contract due to failure by the contractor to carry out any obligation, term or condition of the contract. The City will issue written notice to the contractor for acting or failing to act as in any of the following:
- a. The contractor provides material that does not meet the specifications of the contract;
 - b. The contractor fails to adequately perform the services set forth in the specifications of the contract;
 - c. The contractor fails to complete the work required or to furnish the materials required within the time stipulated in the contract;
 - d. The contractor fails to make progress in the performance of the contract and/or gives the City reason to believe that the contractor will not or cannot perform to the requirements of the contract.
- Upon receipt of the written notice of concern, the contractor shall have ten (10) days to provide a satisfactory response to the City. Failure on the part of the contractor to adequately address all issues of concern may result in the City resorting to any single or combination of the following remedies:
- a. Cancel any contract;
 - b. Reserve all rights or claims to damage for breach of any covenants of the contract;
 - c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the contractor;
 - d. In case of default, the City reserves the right to purchase materials, or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:



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- i. Deduction from an unpaid balance;
- ii. Any combination of the above or any other remedies as provided by law.

36. **Project Travel Reimbursable Expenses:** If travel expenses are allowed as part of the contract the reimbursable expenses will be as follows. All expenses will be billed to the City at cost without markup. Copies of bills for expenses are to be submitted with the invoice. Travel time to and from job site is excluded from this contract. There will be no allowances for parking or personal car mileage. No incidentals for travel of any kind are allowed under this contract.

The following is a list of allowable travel expenses under this contract agreement:

a. Transportation:

- i. Air Transportation – coach class fares, minimum 14 days advanced purchase, unless otherwise agreed upon.
- ii. Car Rental – mid size car, gas for rental car (City assumes no liability regarding additional insurance costs).

b. Lodging and Meals:

- i. Meals – three meals per day, at the current federal per diem rate for Maricopa County.
- ii. Lodging – not to exceed the current federal rate for Maricopa County. Vendors are encouraged to stay in hotels located within the City of Peoria when practical. A listing of accommodations within Peoria can be found on the following website: <http://visitpeoriaaz.com/accommodations.php>



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1. Introduction

The City of Peoria, Arizona is soliciting proposals from qualified medical facilities to provide occupational medical and drug testing services.

2. Background

The City of Peoria is located in the Northwest Phoenix metropolitan area and is one of Arizona's fastest growing communities. Since 1980 the City has grown from a small town of around 12,000 to a dynamic community of over 150,000, geographically covering 185 square miles. The City of Peoria currently employs approximately 1,100 people.

3. General Requirements

- A. The Physician must be licensed to practice medicine in the State of Arizona.
- B. The Contractor must be able to provide services in compliance with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening (Attachment A).
- C. The Contractor and any sub-contractors shall be required to abide by Department of Transportation and Federal Transit Authority Drug Screening Procedures for all drug tests and related services administered for the City.
- D. The Contractor must be knowledgeable of the duties and responsibilities as well as the physical and mental stresses of the position for which the services are being performed.
- E. The Contractor must remain current on testing and medical standards for all services to be performed as a result of this contract.
- F. The Contractor must maintain current knowledge on laboratory services, reporting procedures and the related laws and practices.
- G. The Contractor shall be required to provide all necessary qualified personnel, equipment, facilities, supplies and services to perform all necessary medical services.
- H. The Contractor shall have a facility within a thirty (30) minute drive from the City of Peoria, City Hall located at 8401 W. Monroe Street, Peoria, AZ 85345.

4. Medical Services Requirements

- A. Physical Exam – Pre-Employment



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The Contractor shall provide all pre-employment physical examinations as required. The physical examinations may include, but are not limited to, the following areas:

- 1) Vision
- 2) Hearing
- 3) Cardio-vascular system
 - Blood Pressure
 - Pulse Rate
 - Sounds
 - Rhythm
- 4) Abdomen
- 5) Musculo-skeletal
 - Spine
 - Upper Extremities
 - Lower Extremities
- 6) Skin
- 7) Urinalysis
- 8) Serology
- 9) Back

B. Physical Exam – Police

The Contractor shall provide services in compliance with AAC R13-4-107, Medical Requirements for Police Officers (Attachment B).

C. Physical Exam – DOT

The Contractor shall provide services in compliance with Department of Transportation, 49 CFR 391.41.

D. Additional Services

The Contractor shall provide the following services when required by the City:

- 1) Chest X-Rays (indicate if services are provided directly by Contractor or referred out)
- 2) Treadmill Test
- 3) Hepatitis A Vaccine (series of 2 shots)
- 4) Hepatitis B Vaccine (series of 3 shots)
- 5) TB Skin Test
- 6) Complete Chemistry Panel (Police)
- 7) Complete Blood Count (Police)
- 8) Blood Type and Cross Match (Police)
- 9) Post Exposure Program

E. Respirator Physical

- 1) The Respirator Physical Exam shall include the questionnaire, exam and pulmonary function test.



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- 2) The Contractor shall conduct a medical evaluation that will determine the employee's medical status to assess their ability to use a respirator. The evaluation will be conducted in accordance with OSHA standards as outlined in 29 CFR 1910.134.
- 3) The Contractor shall provide any and all follow-up tests as required for the medical screening as allowed by law.
- 4) The Contractor must develop a filing system by which the medical questionnaires and any other records associated with the medical evaluation are kept separate from any other city employee medical records. The Contractor must also ensure that these records are maintained in a confidential manner from the employer.
- 5) The Contractor shall maintain the records for the term of the contract. At the end of the contract term, the Contractor will cooperate with the City to ensure that the records are packaged for transportation in a manner so as to maintain the confidentiality from the employer.

F. Lead Blood Level Testing

- 1) The Contractor shall provide services in compliance with OSHA Standards as outlined in 29 CFR 1910.1025 App B.
- 2) The City's range staff shall have lead blood level tested every 6 months. The test shall include a blood level (PbB) and zinc protoporphyrin (ZPP).
- 3) If range staff PbB exceeds 40 ug/100g, testing frequency must be increased from every 6 months to every 2 months.
- 4) If range staff PbB exceeds 80 ug/100g, they will be temporarily removed from range and armory duties.

G. The Contractor shall make a justifiable recommendation as to the ability of the applicant and/or current employee, as applicable, to perform the duties required of the position, and assess current medical status relative to possible future problems. The City will provide job descriptions prior to each exam.

H. The Contractor shall perform and address services for industrial injuries. In addition, the Contractor shall provide return to work examinations, provide injury care, and handle all necessary paperwork for Worker's Compensation, including but not limited to notification to designated Third Party Administrator and City HR designee.

5. Drug Testing Requirements

A. Drug Screen - CDL

The Contractor shall perform drug testing services as outlined in the Department of Transportation, 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs.

The drug test shall determine whether the specimens are negative for these five (5) drugs or classes of drugs:

- 1) Marijuana metabolites



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- 2) Cocaine metabolites
- 3) Amphetamines
- 4) Opiate metabolites
- 5) Phencyclidine (PCP)

B. Drug Screen – Sworn Police Officers and Recruits

Screening for Officers and Recruits shall comply with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening (Attachment A).

C. Drug Screen – Applicants

Pre-employment screening as requested by the City of Peoria designee.

D. Random Testing

The Contractor shall be responsible for randomly selecting employees, for random drug and alcohol testing, from the groups of employees established by the City. The City will establish three (3) separate groups of employees, one consisting of Police sworn officers, one consisting of safety sensitive City employees, and one consisting of non-safety sensitive employees (majority of these tests will be for CDL).

The selection of employees for random drug and alcohol testing shall be made by a scientifically valid method, such as random number table or a computer-based random number generator that is matched with employee ID numbers, payroll ID numbers or other comparable identifying numbers.

The testing will be spread throughout the calendar year and will be available during the City's operating days and hours and will be scheduled on a regular basis or as requested by the City. The list of employees who have been selected to test will be given to the City via email, fax or other acceptable format.

E. Additional Services

The Contractor shall provide the following services when required by the City:

- 1) Insta-Check Drug Screens
- 2) Mobile Drug Screening (services on-site)
- 3) Breath Alcohol Test

F. The Contractor shall perform Drug Screening Services utilizing a Substance Abuse Mental Health Services Administration (SAMHSA) certified laboratory and provide a Medical Review Officer in accordance with Federal Department of Transportation CFR, Part 40. The collection of urine samples will be performed by certified staff in accordance with DOT and SAMHSA standards.

G. The Contractor shall provide all required laboratory, records and certification forms required for drug screening.

H. The Contractor shall perform a two-step drug testing process of all drug screening.



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I. The City shall not incur any charges for unacceptable samples obtained.

J. Quality Control

- 1) The Contractor shall provide evidence of active participation in at least one (1) proficiency testing program which includes "blind: toxicology and/or substance abuse screening."
- 2) The Contractor must possess capability for collection of urine samples and conduct breath alcohol tests in response to critical time frames for post accident and reasonable suspicion testing situations.

K. Expert Testimony

The Contractor shall furnish, upon request, qualified personnel to provide expert testimony for judicial and administrative proceedings. The personnel which may be required to give testimony may include technical witnesses as well as M.D. level witnesses. These personnel must be able to testify to the following:

- 1) Performance characteristics of each testing method used
- 2) Detection limit for each methodology
- 3) Quality control programs for each method selected
- 4) The policies and procedures of the systems which are utilized by the firm for error detection
- 5) Procedures for transporting and storage of specimens
- 6) Chain of custody evidence
- 7) Qualifications of the firm and its personnel

L. Operation

- 1) The Contractor shall detect the presence of drugs based upon the analysis of a urine specimen.
- 2) A response time of negative tests shall be no greater than 48 hours and response time for positive tests must be no greater than seven (7) calendar days.
- 3) In addition to the reporting of test results, the selected collection facility shall provide quarterly summary reports which shall contain the following minimum information:
 - Number of test performed
 - Purpose of tests performed, i.e., pre-employment, etc.
 - Number of positive tests reported
- 4) Due to the sensitive nature of the information, the notification of results must only be released to the City designee.



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6. Billing

The Contractor shall provide the City with an itemized billing, by employee and department on a monthly basis.

7. Submittal Requirements

A. Proposal Format

Proposals shall be submitted in one (1) original and seven (7) copies on the forms and in the format as contained in the Request for Proposal. Proposals shall be on 8 1/2" & 11" paper with the text on one side only. All submittal information must contain data for only the office(s) which will be performing the work. **DO NOT BIND THE ORIGINAL COPY.**

B. Proposal Content

The following items shall be addressed in the proposal submission:

1) Program Methodology.

- a) Provide plan for performing the required services as defined herein. The plan should include but is not limited to the following:
 - Methodology for collection of specimens/samples and how specimens/samples will be handled to retain integrity of the specimen/sample. Include procedures and guidelines for collection of specimens and change of custody. All requirements of 49 CFR, Parts 29, 40, 219, 653, 654 and 655 shall be strictly met for a laboratory to be considered.
 - Response time (estimated waiting time) beginning at time of arrival at facility to conduct pre-employment test, random drug screening, and industrial examinations. Include capabilities of facility to provide/log arrival and release time.
 - Methodology and timeline to provide test results for pre-employment tests, random drug screening and industrial injury examinations.
 - Methodology and timeline for review of industrial cases.
 - Methodology and timeline for mobile on-site drug testing services.
- b) Provide copy of Quality Assurance Procedures indicating how service delivery problems will be identified and corrected.



SCOPE OF WORK

Solicitation Number: P12-0028

Materials Management

Procurement

9875 N. 85th Avenue
Peoria, Arizona 85345-6560

Phone: (623) 773-7115

Fax: (623) 773-7118

- c) Provide copy of Quality Control procedures indicating how quality control is performed and maintained throughout the testing and reporting process, to include problem reporting and corrective action.
- 2) Experience and Capabilities.
- a) Demonstrate ability to fully perform services as defined herein as reflected by experience, qualifications, technical training and education of personnel proposed to be assigned to perform the services. Include a list of key personnel and identify any bilingual staff.
- b) Indicate if physician(s) are Board trained as defined in A.A.C. R13-4-101 of the Arizona Peace Officer Standards and Training (AZPOST) rules. If not certified, provide plan for obtaining certification.
- 3) Additional Data Support.
- a) Detailed resumes, certifications, licenses (if applicable).
- b) Provide a minimum of three (3) references.
- c) Provide list of each facility location and hours of operation for each location.
- d) Provide the staffing at each location and include the hours the Physician(s) are available at each location.
- e) Provide copy of the license of the facility involved with the testing process.
- 4) Price Sheet and Pricing Schedule.
- a) The Contractor shall complete Price Sheet and provide an itemized list of any applicable fees for the services listed in the solicitation and for each additional type of physical, x-ray, and laboratory work available.
- b) Provide separate pricing schedule for the Post Exposure Program.

C. Evaluation Criteria

In accordance with the City of Peoria Procurement Code, awards shall be made to the responsible offeror whose proposal is determined in writing to be the most advantageous to the City, based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

- Program Methodology.
- Experience and Capabilities.
- Cost Considerations.
- Conformance to Request for Proposal.

D. Proposal Submittal and Contact Information

Proposals will be submitted in one (1) original and seven (7) copies and shall be delivered to:



SCOPE OF WORK

Solicitation Number: P12-0028

Materials Management Procurement

9875 N. 85th Avenue
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Fax: (623) 773-7118

City of Peoria, Materials Management
9875 N. 85th Avenue, Peoria, AZ 85345

The proposal shall be due no later than **5:00 p.m. on January 25, 2012.**

All questions regarding the proposal should be directed to Lisa Houg at Lisa.Houg@peoriaaz.gov



QUESTIONNAIRE

Solicitation Number: P12-0028

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	DESCRIPTION	Estimated Quantities	Unit	Unit Price	Extended Price
	MEDICAL SERVICES				
1.	Physical Exam – Pre-Employment	50	EA	\$ 50	\$ 2500
2.	Physical Exam- Police (Post Exam)	25	EA	\$ 250	\$ 6250
3.	Physical Exam – DOT	55	EA	\$ 55	\$ 3025
4.	Chest X-Ray	15	EA	\$ 60	\$ 900
5.	Treadmill Test	25	EA	\$ 200	\$ 5000
6.	Hepatitis A Vaccine (series of 2)	20	EA	\$ 85	\$ 1700
7.	Hepatitis B Vaccine (series of 3)	20	EA	\$ 75	\$ 1500
8.	TB Skin Test	10	EA	\$ 25	\$ 250
9.	Complete Chemistry Panel	55	EA	\$ 25	\$ 1375
10.	Complete Blood Count	55	EA	\$ 25	\$ 1375
11.	Blood Type and Cross Match	55	EA	\$ 35	\$ 1925
12.	Respirator Clearance Exam (Upper Respiratory & PFT)	25	EA	\$ 85	\$ 2125
13.	Respirator Questionnaire Review	25	EA	\$ 25	\$ 625
14.	Lead Blood Level Testing	5	EA	\$ 80	\$ 400
15.	Mask Fit	10	EA	\$ 50	\$ 500
16.	Twinrix – Hep A/Hep B Combo (series of 3)	50	EA	\$ 130	\$ 6500
17.	Rabies Vaccination for Animal Control employees (3 required)	5	EA	\$ 225	\$ 1125
18.	Titer Test – Rabies	5	EA	\$ 100	\$ 500
19.	Titer Test - HEP	5	EA	\$ 50	\$ 250
	DRUG TESTING				
1.	Drug Screen – CDL (DOT – 5 Panel)	55	EA	\$ 50	\$ 2750
2.	Drug Screen – Police (Non-DOT – 5 Panel)	80	EA	\$ 36	\$ 2880
3.	Drug Screen – Applicants (Pre-Employment)	50	EA	\$ 36	\$ 1800
4.	Random Drug Screening	60	EA	\$ 36	\$ 2160
5.	Insta-Check Drug Screens (5 Panel Rapid Drug Screen)	25	EA	\$ 36	\$ 900
6.	Mobile On-Site Drug Screening (5 Panel) <i>see next page</i>	25	EA	\$ 36	\$ 900
7.	Breath Alcohol Test	50	EA	\$ 30	\$ 1500
8.	Anabolic Steroids Test using the Sports I Expanded Panel-Police	10	EA	\$ 220	\$ 2200

Additional Pricing Information

Mobile On-site pricing:

Banner Occupational Health has an entire mobile team that can come on site to deliver medical services such as physical exams, vaccinations, drug testing, wellness classes and any services provided at our clinics.

The cost of on-site drug testing is the fee of test plus \$50 per nurse per hour. Minimums apply.

PPE and DOT Physical Exams:

DOT pricing includes the DOT standard of Snellen eye exam and whisper hearing test. If you request a higher level of testing to include the audiogram and titmus vision, add \$20.

POST Exam Pricing:

Banner Occupational Health performs hundreds of POST physical exams every year. Our medical director is on the medical advisory board and assists in clarifying POST standards. Under our medical director's guidance and the recommendation by AZ POST, it is advised that each exam includes an EKG, labwork and a pulmonary function test. By the POST standards, these are recommended tests. In consideration of the importance of the health of the police officer in a highly stressful and demanding job, and the importance of recruiting healthy candidates, our physicians highly recommend these additional tests. The price for these tests is included in the price of the exam.



**Banner Occupational
Health Services**

**Banner Occupational Health Services
Post Exposure Pricing Schedule**

<u>Type of Contacts/Visits</u>	<u>Fee</u>
1. Triage Call.	\$ 75.00
2. Licensed Practitioner Intervention	\$175.00
3. Initial Visit*	\$100.00
4. Results Visit	\$ 50.00
5. Follow-up Visit (1 week, if on meds only)	\$ 75.00
6. Follow-up Visit (2 weeks, if on meds only)	\$ 75.00
7. Follow-up visit (3 weeks, if on meds only)	\$ 75.00
8. Follow-up Visit (4 weeks, if on meds only)	\$ 75.00
9. Follow up Visit (6 weeks)*	\$ 75.00
10. Follow up Visit (3 months)*	\$ 75.00
11. Follow-up Visit (6 months)*	\$ 75.00
12. Follow-up Visit (12 months)*	\$ 75.00
13. Follow-up Visit (18 months)*	\$ 75.00

• *If required

Medications

Medication prices vary by market pricing. Weekly prices can range from \$200-\$400 a week depending on the medications given. Maximum term of medications is 4 weeks.

Hazardous Body Fluid Exposure Program

Patient Testing:

ALT Liver Function	\$25
Blood Chem/CBC/UA (if on meds)	\$40
Hepatitis B Titer (if needed)	\$55
Hepatitis B Vaccine	\$ 88
Hepatitis C	\$ 85
HIV Testing	\$ 85
HBig (if needed)	Current Price
Tetanus (if needed)	\$40
Hep C RNA (if source tests positive)	\$350

Source Testing:

HIV Testing	\$ 85
Hepatitis C	\$ 85
Hepatitis B Antigen	\$ 55

Effective 1/1/12



QUESTIONNAIRE

Materials Management
Procurement
9875 N. 85th Ave., 2nd Fl.
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Phone: (623) 773-7115
Fax: (623) 773-7118

Solicitation Number: P12-0028

Please list a minimum of three (3) owner references whom the Materials Management Division may contact:

1. Company: City of Mesa
 Contact: Lisa Anaiano Phone: 480-644-4414
 Address: 20 E. Main St. MESA, AZ 85211
 Description of Work: Worker injury care, POST EXAMS, Firefighter exams, post exposure program, physical exams
 Annual Value: \$300,000

2. Company: City of Avondale
 Contact: Jackie Ruggles Phone: 623-333-1102
 Address: 11465 W. Civic Center Dr, Avondale, AZ 85323
 Description of Work: Injury care, post exams, immunizations, drug screening, post exposure program, DOT exams
 Annual Value: \$20,000

3. Company: City of Chandler
 Contact: Connie Reynolds Phone: 480-782-2384
 Address: Po Box 4008 Chandler, AZ 85244
 Description of Work: Injury care, post exposure program, DOT exams, POST EXAMS, drug collections
 Annual Value: \$60,000



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Offerors are to indicate below any exceptions they have taken to the Terms, Conditions, or Scope of Work:

none

City of Peoria Business License: Vendors will be required to obtain a City of Peoria Business License at the time of contract award.

If you already have a City of Peoria business license, please attach it to your proposal.

Peoria City Code requires that all persons conducting business in Peoria must first obtain a license. This includes businesses within the Peoria city limits, or those outside the limits who conduct business or perform services within Peoria. For business license questions or to obtain a license, please contact the City of Peoria Sales Tax & License Division at (623) 773-7160 or via email at salestax@peoriaAZ.gov.

Has your firm been certified by any jurisdiction in Arizona as a minority or woman owned business enterprise? Yes _____, No _____.

If yes, please provide details and documentation of the certification.

General Requirements

A. All physicians and providers at Banner Occupational Health Services are licensed in the State of Arizona. A chart containing the license numbers and certifications is included in this RFP in the Additional Data Section.

B. Banner Occupational Health Services will provide services in compliance with the City of Peoria Police Department, Policy 3.16, Controlled Substance Screening.

C. Banner Occupational Health Services will abide by Department of Transportation and Federal Transit Authority Drug Screening Procedures for all drug tests and related services administered for the City.

D. Banner Occupational Health Services will be knowledgeable of the duties and responsibilities as well as the physical and mental stresses of the position for which the services are being performed. This requires the City to provide BOHS with job descriptions of positions for which exams are being provided.

E. Banner Occupational Health Services will remain current on testing and medical standards for all services to be performed as a result of this contract.

F. Banner Occupational Health Services will maintain current knowledge on laboratory services, reporting procedures and related laws and practices.

G. Banner Occupational Health Services will provide all necessary qualified personnel, equipment, facilities, supplies and services to perform all necessary medical services.

H. Banner Occupational Health Services has three (3) facilities within a thirty (30) minute drive from the City of Peoria, City Hall located at 8401 W. Monroe Street, Peoria, AZ 85345. Maps are included in this proposal in the Additional Data Section.



ATTACHMENT A

Solicitation Number: **P12-0028**

**Materials Management
Procurement**
9875 N. 85th Ave., 2nd Fl.
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**Policy 3.16 – Controlled Substance Screening
Peoria Police Department Policy and Procedure Manual
(see attached)**



Peoria Police Department Policy and Procedure Manual

Policy 3.16

Controlled Substance Screening



I. PURPOSE

The Peoria Police Department recognizes that in order to meet the high standards of performance, professionalism, and personal conduct required of those involved in the police profession, its employees must be free from the debilitating effects of illegal drugs. The improper or illegal use of any controlled substance harms the integrity of and undermines the public's confidence in the Department, and cannot be tolerated. This order establishes the procedures for testing employees of and applicants to the Department to discourage the illegal use of controlled substances, and ultimately to maintain the integrity of the Department.

II. PROCESS

- A. All sworn employees, to include police recruits, are subject to quarterly random drug screening. To ensure a truly random selection process the Human Resources Department and the Professional Standards Unit shall work together to select and notify employees for screening.
- B. Each testing cycle will include the selection of approximately ten (10%) percent of the department's eligible sworn employees randomly selected from a truly random pool, which will include all eligible sworn employees during every selection process. Of this random selection, one percent (1%) shall be randomly selected for steroid testing.
 1. Human Resources Department responsibilities:
 - a. Maintain a current list of all sworn employees;
 - b. Send list to the City's drug testing vendor prior to quarterly random selection;
 - c. Coordinate with authorized vendor for the computerized random selection of employees;
 - d. Send selected names to the Professional Standards Unit;
 - e. Coordinate all necessary medical reviews of samples.
 2. Professional Standards Unit responsibilities:
 - a. Process Directives to Appear for Controlled Substance Screening forms;
 - b. Notify selected employees manager/supervisor;
 - c. Process screening forms to ensure program compliance;
 - d. Conduct administrative investigations as required for a "positive" test after it has been confirmed by a medical review.
 3. Employee supervisor/manager responsibilities:
 - a. Notifying the employee during the employee's next scheduled shift;
 - b. Return un-served notices with an explanation as to why the notice was not served to Professional Standards Unit.
 4. Employee responsibilities:
 - a. Report to the authorized vendor immediately for screening;

"Our Community...Our Commitment"

- b. Time will not be allotted for the employee to confer with a union representative or attorney prior to testing.
- c. Employees who are unable to report immediately for screening after having been notified, due to court, work requirements, etc., will notify their immediate supervisor and report as soon as possible after completion of the conflicting task.
- d. Employee may disclose, by writing on the front of the form, any medications, which they have ingested within the last seventy-two (72) hours prior to the controlled substance screening.
- e. Employee will present the directive to appear for controlled substance screening form, received from the supervisor, to the authorized vendor personnel for documentation of appearance. This form will be returned to the Professional Standards Unit.
- f. Failure to report immediately for screening will subject the employee to disciplinary action.

C. Laboratory analysis – Sworn Employees:

1. The vendor and the personnel employed by the laboratory shall comply with all current guidelines pertaining to laboratories as outlined in the Federal Register and Office of Secretary, 49 CFR Part 400 "Procedures for Transportation Workplace Drug Testing Programs, Interim Final Rule."
 2. Initial test: The initial screening shall use an immunoassay, which meets the requirements of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for marijuana metabolites, cocaine metabolites, opiate metabolites, phencyclidine, and amphetamines only. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these five drugs or classes of drugs: (Initial Test Level (ng/ml)**)
- a. Marijuana metabolites 100
 - b. Cocaine metabolites 300
 - c. Opiate metabolites 300*
 - d. Phencyclidine 25
 - e. Amphetamines 1,000

(*25 ng/ml if immunoassay specific for free morphine.)

(**ng/ml = nanogram per milliliter. A nanogram is one billionth of a gram.)

f. Anabolic Androgenic Agents:

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes that screen positive and are identified by *GC/MS* confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. > 100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 6:1 is reported as positive

[19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone is 2 ng/ml]

- (1) 1-Testosterone &/or Metabolite/ 1-Androstenedione/ 1-Androstenedione
- (2) Bolasterone Metabolite
- (3) Boldenon / Boldion / Qhbolone Metabolite

- (4) Calusterona Metabolite
- (5) Clenbuteml
- (6) Clostebol Metabolite
- (7) Danazol / Ehisterone &/or Metabolite
- (8) Dehydrochloromethyltestosterone (DHCMT) Metabolite
- (9) Dihydrotestosterone / Drostandiol &/or Metabolite
- (10) Desoxymethyltestosterone Metabolite
- (11) Drostanolone &/or Metabolite
- (12) Estra-4, 9-dien-3,17-dione Metabolite
- (13) Fluoxymesterone Metabolite
- (14) Formebolone Metabolite
- (15) Furazabol Metabolite
- (16) 4-Hydroxytestosterone / Formestane Metabolite
- (17) 6a-Methylandroscndione Metabolite
- (18) Mestanolone Metabolite
- (19) Mesterolone &/or Metabolite
- (20) Methandrostenolone (Methandienone, Dianabol) Metabolite
- (21) Methandriol & /or Metabolite
- (22) Methasterone Metabolite
- (23) Methenolone &/or Metabolite
- (24) Methylnortestosterone Metabolite
- (25) Methyltestosteronec Metabolite
- (26) Methyl-1-testosterone &/or Metabolite
- (27) Mibolerone &/or Metabolite
- (28) Nandrolone / 19-Norandrostendione / 19-Norandrostendiol Metabolite
- (29) Norclostebol Metabolite
- (30) Norethandrolone / Bthylestrenol Metabolite
- (31) Oxabolane Metabolite
- (32) Oxandrolonoe &/or Metabolite
- (33) Oxymesterone
- (34) Oxymetholone Metabolite

(35) Prostanazol Metabolite

(36) Stanozolol Metabolite

(37) Stanbolone &/or Metabolite

(38) Testolactone Metabolite

(39) Testosterone / Androstendione / Androstendiol / DHEA (T/E Ratio >6)

(40) Trenbolone Metabolite

(41) Masking Agents:

a) Probenecid

b) Epitestosterone (> 200 ng/mL)

3. Confirmatory Test: All specimens identified as positive on the initial test shall be confirmed, using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. All confirmations shall be quantitative analysis, using a small portion of the original sample. Concentrations, which exceed the linear region of the standard curve, shall be documented in the laboratory record as "greater than highest standard curve value."

(Confirmatory Test Level (ng-/ml))

a. Marijuana metabolites 15

b. Cocaine metabolites 150

c. Opiates:

(1) Morphine 300

(2) Codeine 300

(3) Phencyclidine 25

d. Amphetamines:

(1) Amphetamine 500

(2) Methamphetamine 500

(Delta-9-tetrahydrocannabinol-9-carboxylic acid.)

(**Benzoylgonine.)

e. Anabolic Androgenic Agents:

Testing for anabolic steroids is typically detection based and not deterrence based. Consequently, any of the listed analytes that screen positive and are identified by GC/MS confirmation (typically 2-10 ng/mL) on a second aliquot are reported. There are two notable anabolic agents that utilize reporting numeric criteria - 19-nor-androsterone (nandrolone metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone metabolite is 2 ng/mL and limited quantitative results may be available. Any specimen with a nandrolone metabolite level exceeding the highest calibrator is reported as a "greater than" result (e.g. > 100 ng/mL). For the T/E ratio, any specimen with a T/E ratio greater than the cutoff, 611 is reported as positive.

[19-nor-androsterone (nandrolone Metabolite) and the testosterone/epitestosterone (T/E) ratio. The reporting limit for nandrolone is 2 ng/ml]

A. Reporting

1. Samples that are screened "none detected" contain either no drugs or drugs below the cut-off detection level for that drug.
2. Samples that are screened "positive" are handled by the laboratory as follows:
 - a. Following a positive screen from the initial immunoassay test and a positive screen from the GC/MS test, samples are placed in a locked forensic freezer at the testing laboratory and are retained for one year, after which time they may be discarded if retention is not requested by the Peoria Police Department, or employee representative association.
 - b. A portion of a retained specimen sufficient for testing from a positive sample may be transferred directly from the testing laboratory to a NIDA-certified laboratory of the officer's choosing and tested at their own expense.
 - c. The laboratory shall report test results to the authorized vendor medical review officer within five working days after receipt of the specimen by the laboratory.
 - d. Positive test results will be reviewed by a medical review officer at the authorized vendor. The medical review officer will report all verified positive findings to the Human Resources Department, or designee, and forward the results to the Professional Standards Unit authorized vendor as soon as possible.
 - e. Results of positive tests will not be used in criminal proceedings.

B. Laboratory analysis - Applicants:

1. Initial test: The initial screening shall use an immunoassay, which meets the requirement of the Food and Drug Administration for commercial distribution. A small portion of the original test sample will be used to test for alcohol, amphetamines, barbiturates, benzodiazepines, cocaine metabolites, marijuana metabolites, methadone, opiate metabolites, phencyclidine, and propoxyphene. The following initial cut-off levels shall be used when screening specimens to determine whether they are negative for these drugs or classes of drugs:

(Initial Test levels)

- | | |
|--------------------------|-----------|
| a. Alcohol | 0.03% |
| b. Amphetamines | 300 ng/ml |
| c. Barbiturates | 300 ng/ml |
| d. Benzodiazepines | 300 ng/ml |
| e. Cocaine metabolites | 300 ng/ml |
| f. Marijuana metabolites | 100 ng/ml |
| g. Methadone | 300 ng/ml |
| h. Opiates | 300 ng/ml |
| i. Phencyclidine | 25 ng/ml |
| j. Propoxyphene | 300 ng/ml |

2. Confirmatory test:

- a. All specimens identified as positive on the initial test shall be confirmed using gas chromatography/mass spectrometry (GC/MS), at the cut-off values listed in this paragraph for each drug. AB confirmations shall be by quantitative analysis, using a small portion of the original sample. Concentrations which exceed the linear region of the standard curves bar be documented in the laboratory record as "greater than highest standard curve value." Cutoff confirmation levels shall be used when screening specimens to determine whether they are positive for these ten drugs or classes of drugs:

(Confirmatory Test Level)

- (1) Alcohol 0.01%
- (2) Amphetamines 300 ng/ml
- (3) Barbiturates 250 ng/ml
- (4) Benzodiazapines 200 ng/ml
- (5) Cocaines 150 ng/ml
- (6) Cannabinoids 15 ng/ml
- (7) Methadone 200 ng/ml
- (8) Opiates 150 ng/ml
- (9) Phencyclidine 25 ng/ml
- (10) Propoxyphene 300 ng/ml

- b. Reported levels below these confirmatory test levels may be used as the basis for further administrative inquiry.
- c. Reporting procedures – applicants: All test results for police recruit applicants will be forwarded to the Staff Services manager.

- 3. Purging policy: Within 30 days of receipt of test results, the appropriate information will be recorded within the controlled substance screening record, and the drug screen directives and test results will be purged provided the test results are negative unless a specific request is made by the officer being tested to keep the report for a longer period of time. The Chief of Police shall determine the method of destruction for the files.

Policy 3.16 Controlled Substance Screening
Original Issue Date: 01/01/03
Office of Primary Responsibility: PSU
Editor: Lt. P. McDonnell
Reviewed By: Interim Chief R. Smith

APPROVED: ////SIGNED////
Rocky J. Smith
Interim Chief of Police

DATE APPROVED: 3/16/2011



ATTACHMENT B

Solicitation Number: P12-0028

**Materials Management
Procurement**

9875 N. 85th Ave., 2nd Fl.
Peoria, Arizona 85345-6560
Phone: (623) 773-7115
Fax: (623) 773-7118

Arizona Peace Officer Standards and Training Board (AZ POST)
Section R13-4-107, Medical Requirements
(see attached)

R13-4-107. Medical Requirements

A. Medical Categories. The medical categories for certification are:

1. **Category I.** No medical, physical, or mental circumstance exists that limits the person's ability to effectively perform all the duties of a peace officer or creates a reasonable probability of substantial harm to the person or others;
2. **Category II.** A medical, physical, or mental circumstance exists that absent a reasonable accommodation by the appointing agency would limit the person's ability to effectively perform all the duties of a peace officer or create a reasonable probability of substantial harm to the person or others; and
3. **Category III.** A medical, physical, or mental circumstance exists that despite reasonable accommodation by the appointing agency limits the person's ability to effectively perform all the duties of a peace officer or creates a reasonable probability of substantial harm to the person or others.

B. Eligibility for certified status.

1. **Category I.** A person in Category I may be appointed if the person meets all other qualifications.
2. **Category II.** If an agency chooses to make the required accommodation and appoint a person in Category II, and the examination was made by a Board-trained physician, the appointment may be made without further action by the Board. However, if the examining physician has not been trained by the Board, a medical review under subsection (H) by a Board-trained physician is required to determine eligibility for certified status. If the Board-trained physician agrees with the finding of the other physician, the appointment may be made without further action by the Board.
3. **Category III.** If an agency wishes to appoint a person in Category III, the agency shall submit a letter to the Board asking for a determination of eligibility for certification. The letter shall include a report from a Board-trained physician identifying the medical limitations and the proposed accommodations. The Board shall determine the person's eligibility for certified status, based upon whether the appointing agency is able to make reasonable accommodations, and whether by placing restrictions or requirements on the person as a condition of certified status under R13-4-103(F), the person is able to perform the duties authorized within the restriction without endangering the person or others.

C. Medical, physical, or mental circumstances in Category II and Category III include:

1. Angina pectoris;
2. Asthma;
3. Cancer - metastatic or leukemia;
4. Cardiac arrhythmias or murmurs;
5. Cerebral vascular accident;
6. Chest pains of unknown origin;
7. Contagious hepatitis;
8. Contagious tuberculosis;
9. Chronic respiratory disease;
10. Diabetes, insulin dependent or ketosis-prone;
11. Fixation of major joint;
12. Hearing not specified in subsection (D);
13. Herniated lumbar disc;
14. Hypertension, uncontrolled;
15. Inguinal hernia;
16. Liver or renal dysfunction;
17. Migraine headache;
18. Myocardial infarction, history of;
19. Paralysis;
20. Pilonidal cyst;
21. Prosthetic device, e.g., limbs, hearing aid, colostomy;
22. Recurrent dislocation of a major joint;
23. Schizophrenia or manic depressive psychosis;
24. Scoliosis greater than 15 degrees;
25. Seizure disorders;
26. Current substance abuse;
27. Valvular heart disease, uncorrected;
28. Vision not specified in subsection (D) or monocular vision;
29. Wasting disease, chronic, such as multiple sclerosis, myasthenia gravis, or amyotrophic lateral sclerosis; and
30. Any other medical, physical, or mental circumstance that the examining physician determines may interfere with the person's ability to function as a peace officer effectively or may create a reasonable probability of substantial harm to the person or others.

D. Vision and hearing. Vision and hearing meeting the following requirements are classified in Category I:

1. Visual acuity of:
 - a. 20/20 or better uncorrected;

- b. 20/20 or better, corrected by spectacles or hard contact lenses, if uncorrected acuity is 20/80 or better. The applicant shall demonstrate satisfactory adaptation to the contact lenses; or
 - c. 20/20 or better, corrected by soft contact lenses, if the uncorrected acuity is 20/200 or better. The applicant shall demonstrate satisfactory adaptation to the contact lenses;
2. Vision capable of distinguishing basic color groups against a favorable background.
 3. Peripheral vision:
 - a. That does not reveal scotoma or quadrantonopia; or
 - b. In which vision perimeter testing is intact at 170 degrees; and
 4. Uncorrected hearing with no loss greater than 25 db in the 500, 1000, 2000, or 3000 hertz frequencies as measured by an audiometer.
- E. Medical history. A person who seeks to be appointed shall supply to the examining physician a statement of the person's medical history that includes past and present diseases, injuries, operations, immunization status, and medications taken.
- F. Medical examination. The examining physician shall review the person's medical history and examine the person.
- G. Examination report. The examining physician shall record the findings of the medical examination on a form prescribed by the Board. The physician shall indicate whether a medical, physical, or mental circumstance in Category II or III exists, describe how the circumstance affects the person's ability to perform the duties of a peace officer, and specify the type and duration of any treatment required. In all Category II or III cases, the physician shall advise the appointing agency in writing of any limitation on the person's ability to function as a peace officer.
- H. Category II and Category III reviews. The diagnosis of a person with a circumstance classified in Category II or Category III by an examining physician who is not Board trained shall be reviewed by a Board-trained physician if the agency intends to appoint the person. The Board-trained physician may review prior medical examination reports concerning the person and contact examining physicians to review their findings. If required by the Board-trained physician, an independent medical examination shall be conducted, if the agency wishes to appoint the person, and the person shall be referred to a specialist in the appropriate medical field.
- I. Additional findings. The appointing agency may submit to the Board results of additional examinations or tests, or obtain additional opinions from other licensed physicians.
- J. This Section is effective six months after filing with the Secretary of State as required by A.R.S. § 41-1823(A).



**Banner Occupational
Health Services**

February 27, 2012

Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Re: RFP P12-0028 – Best and Final Offer for Occupational Medical and Drug Testing Services

Dear Ms. Houg:

Banner Occupational Health would like to respond to your request for best and final offer for the above noted PFP.

Banner is willing to honor the pricing in this RFP for a period of three (3) years. At that point in time, we would request a formal review of the pricing and make any adjustments, if indicated, at that time.

The revised pricing sheet is attached with an adjustment made to the pricing of the POST exams. The adjusted price includes the POST requirement testing only. While additional testing is highly recommended by POST and Banner Health, it can be added by The City if requested. JK

If you have any questions or need additional information, please feel free to call Kathryn Crippen at 480-684-7214.

Yours truly,

Sharon Kennedy
Operations Director



**Banner Occupational
Health Services**

January 25, 2012

Ms. Lisa Houg, CPPB
City of Peoria, Materials Management
9875 N. 85th Avenue, 2nd Floor
Peoria, AZ 85345

Re: RFP P12-0028 – Occupational Medical and Drug Testing Services

Dear Ms. Houg:

Thank you for the opportunity to submit to the City of Peoria a request for proposal for occupational medical and drug testing services.

Banner Occupational Health Services has 16 years of experience providing numerous cities with the same services requested in this RFP, including serving City of Peoria since 2007. Banner is very proud of the level of expertise of our physicians and staff as well as our on-going QA and training programs.

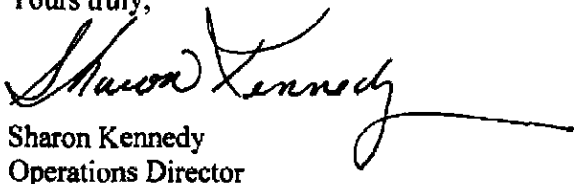
Banner Occupational Health Services has five (5) Valley locations with three (3) of these locations meeting the 30 minute drive time requirement. Banner Thunderbird is located at Thunderbird and 55th Ave.; Banner Estrella is located at 101 and Thomas Road, and Banner Good Samaritan which is located on I-10 and 7th St.

Banner is able to meet all requirements stated in this RFP. We hope to continue to work with you providing occupational health services for many more years.

While you have experience utilizing our clinics, we encourage you to visit our clinics and talk with our physicians and staff.

If you have any questions or need additional information, please feel free to call Kathryn Crippen at 480-684-7214.

Yours truly,


Sharon Kennedy
Operations Director

Medical Requirements

Physical Exam-Pre-Employment

History to include the following:

- Past medical history including surgeries, significant illnesses, lost time injuries/illnesses, allergies, past and current chemical and environmental exposures (dust, metals, noise, etc.), medications, immunizations, family medical history, review of systems.

Physical examination to include the following:

- Vital signs to include Pulse, Blood Pressure, Temperature, Ht, and Wt., ENT exam: ocular motility, ears, mouth, teeth, throat, neck, lymph nodes, endocrine, respiratory, cardiovascular, heart, peripheral pulses, abdomen,
- Musculoskeletal: back (alignment, flexibility, deformities), general strength and flexibility, muscle tone, muscle mass, neurologic, deep tendon reflexes, romberg, gait.
- Whisper hearing test
- Snellen eye exam
- Urine dipstick

• Evaluation of the employment candidate's ability to safely perform the essential functions of a position

Physical Exam-Police

- Banner Occupational Health Services will provide services in compliance with AAC R13-4-107, Medical Requirements for Police Officers.
- All exams will be performed by POST certified doctors
- Audiogram
- Ishihara vision test
- Pulmonary Function Test
- Urine dipstick
- Vitals
- Step Test
- Lab Tests (chem panel, CBC and cardiac risk panel)
- EKG
- Consultation with POST certified doctor

Physical Exam-DOT

- Banner Occupational Health Services will provide services in compliance with the Department of Transportation, 49CFR 391.41
- Whisper hearing test
- Snellen vision test
- Urine dipstick
- Vitals
- Physical exam

Additional Services

Banner Occupational Health Services will provide the following services when required by the City:

- Chest X-Rays
- Exercise Stress Treadmill Test
- Hepatitis B Vaccine (series of 3 shots)
- Hepatitis A Vaccine
- TB Skin Test
- Complete Chemistry Panel
- Complete Blood Count
- Blood Type and Cross Match
- Blood Lead
- Audiogram
- Titmus Vision

Post Exposure Program (PEP)

Banner Occupational Health Services has a program based on recommendations from the Center for Disease Control to provide treatment for your employee who has been exposed to hazardous body fluids. A medical provider is on call 24 hours a day. The program is unique in its approach and delivery.

Exposure occurs when your employee experiences contact with fluid from another person. The exposures that could cause HIV infection are usually from a needle stick or cut from a sharp object that has visible blood on it or splashes with blood in the eyes, mouth or on an open wound.

Your employee calls one number and is connected by the operator to the licensed clinician who will discuss the exposure. The result of that discussion will determine which drug therapy is appropriate. The employee does not need to come to the clinic at this time.

Banner and Walgreen's 24-hour pharmacies have partnered to provide these prescriptions within the recommended time frame. The comprehensive service is available in metro Phoenix.

Ideally, therapy should start within two hours of the exposure. The prescription will be filled any your employee will sign verifying he/she has received the medication. The pharmacist will have the first dose waiting with a glass of water so that therapy is initiated immediately. Payment for medications is not collected at this time; the employer is billed.

Employees are often fearful and concerned after an exposure. Banner's professional medical team will discuss appropriate precautions and test for baseline HIV and Hepatitis B & C status. Continued follow-up is also provided; frequency is dependent on the therapy prescribed. Same day or next day counseling and testing is available Monday through Friday.

Respirator Physical

- Respiratory Questionnaire
- Pulmonary Function Test
- Respiratory Exam
- Conducted in accordance with OSHA standards as outlined in 29 CFR 1910.134
- All follow up tests as required for the medical screening as allowed by law
- Banner Occupational Health Services will develop a filing system by which the medical questionnaires and any other records associated with the medical evaluation are kept separate from any other city employee medical records. Strict confidentiality standards are maintained.
- Banner Occupational Health Services will maintain the records for the term of the contract. At the end of the contract term, Banner Occupational Health Services will cooperate with the City to ensure that the records are packaged for transportation in a manner so as to maintain the confidentiality from the employer.

Lead Blood Level Testing

- Banner Occupational Health Services will provide services in compliance with OSHA Standards as outlined in 29 CFR 1910.1025 App B
- Banner Occupational Health Services will test the City's range staff every 6 months testing for blood lead/ZPP
- If the range staff PbB exceeds 40 ug/100g, testing frequency will be increased to every 2 months.
- If range staff PbB exceeds 80 ug/100g, they will be temporarily removed from range and armory duties.

Fitness for Duty Exams

- Banner Occupational Health Services will make justifiable recommendations as to the ability of the applicant and/or current employee, as applicable, to perform the duties required of the position, and assess current medical status relative to possible future problems. The City will provide job descriptions prior to each exam.

Industrial Injuries

- To be efficient, treatment must be medically effective and prompt with attention to returning the employee to good health and functional work as soon as permitted by the injury.
- The outcome is best when the provider, the injured employee, the employer and the insurance program work as a team.
- Banner Occupational Health Services' goal is to be a positive, fully functioning, component of that team.

- To achieve that goal, we provide prompt, high quality of care and good communication with all parties involved in that treatment team
- **Banner Occupational Health Services does not have its own physical therapists nor does it dispense prescriptions eliminating the perverse incentive to over utilize those services saving the City of Peoria on its work comp costs.**

Drug Testing Requirements

A. Banner Occupational Health abides by the standards as outlined in the Department of Transportation, 49 CFR Part 40, Procedures for Transportation Workplace Drug and Alcohol Testing Programs. These standards are used for all DOT and non-DOT drug screen collections. We will follow the guidelines for split specimen/two-step testing process for all drug screens. Drug testing may be done at all five (5) Banner Occupational Health Services clinics.

B. Banner Occupational Health Services has reviewed and will comply with the City of Peoria Police Department Drug Screening program for Sworn Police officers and Recruits.

C. Banner Occupational Health Services has reviewed and will comply with the City of Peoria Drug Screening program for applicants.

D. Through our system-wide computer system, which is designed specifically for occupational medicine clinics, Banner Occupational Health Services is able to provide comprehensive random drug screen pool management. This will allow us to set up pools for your sworn police officers and recruits and applicants, safety sensitive City employees and non-safety sensitive employees; the three groups defined in this RFP. You will work directly with the Banner Occupational Health Services surveillance department to set up a schedule that meets your needs that will automatically pull the appropriate number of names at specific intervals. City of Peoria will need to provide Banner Occupational Health Services an updated employee list prior to each pull.

E. Banner Occupational Health Services is able to provide City of Peoria with Insta-Check Drug Screens (aka rapid drug screens). Non-DOT 5 panel drug screens are processed through a program called E-Screen. This reporting system delivers negative results via email within minutes of completion of the drug test to the City's designated representative. Notification is sent to this person and allows for immediate results with a wide scope of reports and record keeping to help monitor all your results.

Banner Occupational Health Services provides both DOT Breath Alcohol Testing and Non-DOT Breath Alcohol Testing. All our staff members who perform these tests have received BAT certification.

Banner Occupational Health Services has a fully-staffed on-site services department which provides the same services as our clinics, but at the location of choice of the City of Peoria. If access to a rest room is unavailable, Banner Occupational Health Services has a 32 foot fully-equipped mobile medical clinic which where drug screens can be performed. Physical exams, audiograms, drug screening, pulmonary function testing, EKGs and exercise stress treadmills are available on the mobile van.

F. Banner Occupational Health Services uses SAMSHA certified Clinical Reference Laboratories in Kansas for all lab-based drug screens. Should you prefer to utilize a different lab, we will be happy to use the lab of your choice. All Banner Occupational Health Services employees who perform urine drug screening have been certified in accordance with the DOT and SAMSHA standards.

G. Banner Occupational Health Services will provide all required laboratory, records and certification forms required for drug testing.

H. All drug screens shall be the two-step process.

I. If an unacceptable urine sample is obtained, the City of Peoria will not be expected to pay for such testing.

J. According to the DOT guidelines and Banner policy, "Blind Quality Control Samples will be completed when an employer or Consortia/Third Party Administrator (C/TPA) has an aggregate of 2,000 or more DOT-covered employees. Blind specimens will be purchased and sent in per DOT guidelines by Banner when the employer/C/TPA requests that service". Banner Occupational Health Services will comply with City of Peoria's request for such blind sample testing.

Banner Occupational Health Services is able to provide drug screenings and breath alcohol testing for extended hours at the Good Samaritan clinic in Central Phoenix which is less than a 30 minute drive from the City of Peoria. This would meet most of your criteria for critical time frames for post accident and reasonable suspicion testing situations.

K. Banner Occupational Health Services will furnish qualified personnel to provide expert testimony for judicial and administrative proceedings when requested. The personnel will be qualified to testify to the points listed in the RFP.

L. The response time for a negative DOT Drug Screen is 24 to 48 hours. Results for a negative 5 panel non-DOT rapid drug screen may be reported within 30 minutes from completion of the drug screen. If any of the above listed tests must be sent for additional testing, reporting time can vary up to seven days. Banner Occupational Health Services will only report drug screen results to authorized city personnel.

Banner Occupational Health Services can provide the City of Peoria a variety of summary reports on a regular basis including the number of tests performed; the purpose of the tests performed and the number of positive tests reported.

Billing

Banner Occupational Health Services bills on a monthly basis. Invoices are sent out on or about the 3rd of each month for the previous month. Included in this report is a sample invoice. Invoices can be customized to contain employee's social security numbers, employee ID numbers or no number at all.

At any time the city of Peoria would like to review or has questions regarding invoices, a meet can be set up with our billing manager.

You will find a sample invoice on the following page.

Banner Occupational Health Services
P.O. Box 29614
Phoenix, AZ 85038
480-684-7222
Tax ID # 900055849

Invoice

January 24, 2012

Bill to: Accounts Receivable
City of Peoria
8401 W Monroe Street
Peoria, AZ 85345

For: City of Peoria
Dec 2011 svcs

Invoice # 359384

<u>Proc Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684086	1.00	50.00
				<u>Charges</u> 50.00
				<u>50.00</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684087	1.00	50.00
				<u>Charges</u> 50.00
				<u>50.00</u>
92552	12/09/2011	Audiometry	1.00	0.00
DOT EXAM	12/09/2011	DOT Physical Exam-S&W	1.00	50.00
92081	12/09/2011	Titmus vision exam	1.00	0.00
81002	12/09/2011	Urinalysis dipstick	1.00	0.00
VITALS	12/09/2011	Vitals	1.00	0.00
				<u>Charges</u> 50.00
				<u>50.00</u>
80100	12/08/2011	DS 5 Panel NIDA 2007684088	1.00	50.00
				<u>Charges</u> 50.00
				<u>50.00</u>
90746	12/23/2011	Hep B Vac #3	1.00	75.00

Invoice # 359384 (continued) page 2

<u>Proc. Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>	<u>Amount</u>
				Charges 75.00
				Balance Due: 75.00
80100	12/01/2011	DS 5 Panel NIDA 2007684160	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
92552	12/29/2011	Audiometry	1.00	0.00
DOT EXAM	12/29/2011	DOT Physical Exam-S&W	1.00	50.00
92081	12/29/2011	Titmus vision exam	1.00	0.00
81002	12/29/2011	Urinalysis dipstick	1.00	0.00
VITALS	12/29/2011	Vitals	1.00	0.00
				Charges 50.00
				Balance Due: 50.00
82075	12/28/2011	Non Dot BAT	1.00	30.00
80100	12/28/2011	Rapid Drug Screen 5 Panel NN 73531793	1.00	35.00
				Charges 65.00
				Balance Due: 65.00
80100	12/12/2011	DS 5 Panel NIDA 2007684089	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2008068791	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2007648161	1.00	50.00
				Charges 50.00
				Balance Due: 50.00
80100	12/01/2011	DS 5 Panel NIDA 2006450703	1.00	50.00

Invoice # 359384 (continued) page 3

<u>Proc Code</u>	<u>Service Date</u>	<u>Description</u>	<u>Quantity</u>		<u>Amount</u>
				Charges	50.00
				Balance Due:	50.00
				Invoice # 359384 Balance Due:	640.00

Cut and return with payment



Please remit **640.00** to: Banner Occupational Health Services
P.O. Box 29614
Phoenix, AZ 85038

Please place invoice number **359384** on check

Program Methodology

Banner Occupational Health Services has five (5) locations; three (3) that meet the criteria for City of Peoria. These clinics serve as walk-in clinics for worker injury care, drug screenings and breath alcohol testing. To prevent excessive wait times, appointments are required for all physical exams, follow up appointments and vaccinations. Walk-in physical exams will be seen on a time available basis. Scheduled appointments have precedent over walk-ins.

Banner Occupational Health Services has a centralized scheduling department with one phone number where appointments are made for all clinics. Should you require a large number of exams or drug screens, we will work with you to arrange the appropriate amount of time to accommodate your needs.

Each Banner Occupational Health Services clinic has a physician on-site during working hours. Staffing may also include either an additional physician, nurse practitioner or physician assistant. Banner Occupational Health Services utilizes a mix of registered nurses, licensed practical nurses, nursing assistants and medical technicians as back office staff. All staff is licensed in the State of Arizona.

Each clinic has a case coordinator who is your main contact at the clinic. The case coordinator is responsible for referrals, reporting exam results and drug screen and serves as your point person in the clinic. When you have a need, you will always talk with the same person. Of course if there is an issue that needs additional attention, the clinic manager is always available to you. We also encourage you to discuss any medical issues with the physician. We know communication is important and essential in getting people back to work and helping you understand the medical treatment.

In general, most work-related injuries can be handled at the clinic. However, there will be times when the use of the emergency room is appropriate. From past experience you probably know that getting reports from any emergency room can take a long time. If any of your employees uses a Banner Health Emergency Department, our case coordinators have access to emergency department reports and can help you get them in a timely manner.

All employees conducting drug testing are certified by DOT standards and attend training classes as required in 49 CFR. These are our standard policies and procedures for DOT and Non-DOT testing.

BOHS utilizes CRL, Clinical Reference Laboratories, a SAMSHA certified lab, for all DOT testing. CRL is also the lab we use for lab-based non-DOT testing.

BOHS also utilizes rapid/instant drug testing through the E-screen testing system. Non-DOT 5 panel drug screens are processed and analyzed in the clinic. Negative results are reported within 30 minutes of the test. Any non-negative samples are sent to CRL for further testing. Samples

sent to the laboratory take between 24-48 hours to receive results. If the drug screen is positive, a Banner Medical Review Officer reviews the results, contacting the employee for further information, then reporting the results back to the company when the evaluation is complete.

BOHS requires appointments for all services other than injury care and drug testing. Appointments can be made by calling the centralized scheduling desk. Setting appointments allows for better patient flow and shorter wait times. Both the arrival time and the check-out time are recorded into the system. Wait times average around 15 minutes for all services. Wait time studies are done at each clinic on a daily basis. Because we have walk-in injury care, there are times when the wait can be longer. Our goal is to average "in and out" time in less than one hour.

Physical exam results are processed the day after the exam. Each clinic has a case coordinator responsible for processing tests and examinations. Some exams could take longer if results for labs, screening or additional testing is pending. If you need the results of an exam immediately, you can contact the case coordinator and alert them of your need and they will get you the results as needed.

Injury care is reported back to the company via the work treatment & status report on the same day the employee is seen. The report can be sent via internet, fax or mail and it is sent to the person designated by the City of Peoria. If you have any questions regarding any aspect of treatment, we encourage you to call the clinic and discuss it with the provider. Should you want a review of a case, simply contact the case coordinator and this can be set up.

BOSH has a complete on-site mobile team that can provide services at the worksite. This includes drug testing, immunizations, physical exams and wellness activities. We can work with you to set up scheduled, periodic drug testing. There is a minimum requirement of ten drug tests to come on site. BOHS mobile team does not perform individual drug testing.

BOHS is committed to quality service and appreciates when a quality of service issue is brought to our attention. There are several methods for handling a service issue depending on where the problem lies. All issues should be reported to the clinic manager where the incident occurred. The clinic manager can identify the appropriate person to handle and resolve the issue. This can be the clinic manager, the full-time Quality Assurance RN, the medical director, the operations director or the sales representative.

Experience & Capabilities

Banner Occupational Health Services is a part of Banner Health, the largest healthcare provider in the State of Arizona. Banner has been providing medical services since 1911 when it began as Samaritan Health. Banner Health has been a leader in healthcare in Arizona and is dedicated to delivering quality medical care.

It is with this dedication to quality that Banner Occupational Health Services began in 1996. Developed solely to provide Arizona businesses with quality medical care it has grown into five Valley-wide clinics delivering services to more than 5,000 companies.

Occupational Health Services follows the same strict standards as do our medical centers. The same strict national and local inspections apply to the occupational health clinics. Our clinics are in clean, safe professional medical buildings.

Qualified, trained personnel is key to Banner Occupational Health Services. We are proud to have the most qualified, trained staff in Arizona. We have four physicians who are board certified in occupational medicine. Most all physicians are Medical Review Officers; most all physicians are POST certified. Contained in this RFP is a chart for easy summary of our providers and their qualifications and licenses.

Our back office staff is held to high standards. All employees have received DOT 29 CRR Part 40 Training. All have received Breath Alcohol Testing training. Many are CAOHC certified for audiograms.

Occupational Health Services has a full-time trainer and QA manager who is a certified occupational health nurse, certified DOT drug and alcohol trainer, who audits certifications and training for all Banner staff. She provides quarterly QA on Banner staff and clinics and provides corrective action where proficiency deficiencies occur.

Also on the following page you will find a clinic list which includes the administrative staff for Banner Occupational Health Services. Any of the staff is available to you to discuss or meet with you regarding any aspect of our services.

Occupational Health Services staff has the experience to meet the healthcare needs of the employees of the City of Peoria. We have fifteen years of providing the services that the City of Peoria is requesting. We have been providing these same services to government entities such as City of Chandler, City of Mesa, City of Apache Junction, City of Avondale, City of Maricopa and City of Tempe. We manage the injury care and perform hundreds of POST exams every year and our Medical Director, Kurt Zangerle in on the POST board and is a class instructor.

Occupational Health Services has the experience, the equipment, the staff and the locations to meet the needs of the City of Peoria.



**Banner Occupational
Health Services**

CLINICS AND CONTACTS

Appointments call Central Scheduling: (602) 747-3511

All Emails are formatted firstname.lastname@bannerhealth.com

Website www.Bannerhealth.com/AZoccupationalhealth.

<p>Desert Clinic 2225 W. Southern Mesa, AZ 85202 Phone 480-412-3275 Fax 480-412-8760 Hours: Monday-Friday 7am – 6pm Rian Childers, Clinic Manager Phone: 480-412-3829 Theresa Ybarra, Case Coordinator Phone: 480-412-3527 Fax 480-412-8701 Descha Faulkner, Case Coordinator Tech Phone: 480-412-4091</p>	<p>Thunderbird Clinic Paseo Medical Plaza 5601 W. Eugle Ave., Suite 213 Glendale, AZ 85304 Phone 602-865-5818 Fax 602-865-5651 Hours: Monday-Friday 7am – 6pm Katheryn Kovacic, Clinic Manager Phone: 602-865-5081 Mary Whitis, Case Coordinator Phone: 602-865-5616 Fax: 602-865-5828 James Climer, Case Coordinator Tech Phone: 602-865-5720</p>
<p>Good Samaritan Clinic Edwards Medical Building 1300 N. 12th Street, Suite 520 Phoenix, AZ 85006 Phone: 602-839-4456 Fax: 602-839-3182 Hours: Monday-Friday 8am to 10pm Saturday & Sunday 8am to 4pm Amanda Carranza, Clinic Manager Phone: 602-839-3723 Rebecca Santoro, Case Coordinator Phone: 602-839-3721 Joel Gamboa, Case Coordinator Phone: 602-839-3724</p>	<p>Gateway Clinic 1920 N. Higley Road, Suite 108 Gilbert, AZ 85234 Phone: 480-543-3300 Fax: 480-543-2689 Hours: Monday – Friday 7am– 6pm Saturday 8am – 4pm Tammy Fabritz, Clinic Manager Phone: 480-543-2696 Amy Romero, Case Coordinator Phone: 480-543-2693 Fax 480-543-2694 Stacey Warners, Case Coordinator Tech Phone: 480-543-2986</p>
<p>Estrella Clinic Estrella Medical Plaza 9305 West Thomas Road, Suite 235 Phoenix, AZ 85037 Phone: 623-327-4100 Fax: 623-327-4170 Hours: Monday – Friday 7am – 6pm Bernice Berry, Clinic Manager Phone: 623-327-7127 Xandria Fitzgerald, Case Coordinator Phone: 623-327-7129 Fax 623-327-4171</p>	<p>Occupational Health Sales and Customer Service: Sharon Kennedy (480)-684-7213 Kathryn Crippen (480)-684-7214 Carol Divich (480)-684-7216 Vickie Bogardus: (480)-684-7217 Fax: (480-684-7218) Billing: Valerie Miller or Sabrina Harbin Phone: 480-684-7231 Billing Address: P.O. Box 29614 Phoenix, AZ 85038 Medical Review Officer Services & Random(s) Program: Isabel Baca On Site Screening Specialist Phone: 602-747-4890 Fax: 602-747-3458</p>
<p>Mobile Services: Cathy Agostino Phone: 602-402-0160</p>	



Banner Occupational
Health Services

West Valley Case Coordinators – Clinic Contacts

Banner Estrella Clinic

Xandria Fitzgerald
Phone: 623-327-7207
Fax: 623-327-4171
Email: Xandria.Fitzgerald@Bannerhealth.com

Banner Good Samaritan Clinic

Joel Gamboa
Phone: 602-839-3724
Fax: 602-839-3182
E-Mail: Joel.Gamboa@Bannerhealth.com

or

Rebecca Santoro
Phone: 602-839-3721
Fax: 602-839-3182
Email: Rebecca.Santoro@Bannerhealth.com

Banner Thunderbird Clinic

Mary Whitis
Phone: 602-865-5616
Fax: 602-865-5828
E-mail: mary.whitis@Bannerhealth.com
Assistant: James Climer: 602-865-5720
E-mail: James.Climer@Bannerhealth.com

Additional Data Support

You will find the following data, in this order, in this section:

- 1) Chart of medical providers which include listings of certifications and license numbers. Should you need copies of individual licenses and certifications, they will be supplied upon your request.
- 2) Resumes of the primary providers at Banner Thunderbird, Banner Estrella and Banner Good Samaritan clinics.
- 2). List of references
- 3) Information about facility locations and hours of operation. We have included maps to the clinics and a variety of versions of maps that are available. We have also printed from the website Mapquest, directions from Peoria's main office to our locations.
- 4) Licenses of each of the clinics.
- 5) List of staffing levels
- 6) Mobile On-site Testing information
- 7) Policy & Procedure for drug and alcohol testing. Banner follows the DOT standards for both DOT and non-DOT testing.
- 8) Quality Assurance Policy & Procedure

BANNER OCCUPATIONAL HEALTH PROVIDER LIST

NAME Primary Clinic	TITLE	LICENSE # STATE	NPI#	POST #	BOARD CERTIFIED	FAA CERTIFIED	TREADMILL CAPABLE	MS4 - ID DICTATION
Kurt F. Zangerle, MD Administration	Medical Director MRO	AZ 13865 Exp. 6/10/13	1982660031	64	Occupational Medicine Emergency Medicine		Yes	13719
Linda A. Burke-Scott, MD Banner Good Samaritan	Physician MRO	AZ 19909 Exp. 9/29/13	1902040264	101	Family Practice		Yes	5695
Vernon J. Williams, MD Banner Good Samaritan	Physician MRO	AZ 19036 Exp. 3/25/13	1650338424	07-013	Emergency Medicine		Yes	48689
Arlen J. Rollins, DO Banner Thunderbird	Physician MRO	AZ 4384 Exp. 12/31/13 Also licensed in OH,CA,FL	1952483463	08-023	Occupational & Environmental Medicine		Yes	48394
Andrew C. Yorgason, DO Banner Thunderbird	Physician	AZ 005705 Exp. 12/31/13	1053548081		Eligible-Occupational Medicine			Pending
Keith D. Mosienko, MD Banner Estrella	Physician	AZ 19175 Exp. 1/31/13	1275670242	08-019	Emergency Medicine		Yes	10111
David E. Frazier, MD Banner Estrella & Thunderbird	Physician MRO	AZ 31579 Exp. 6/17/12	1770553398	08-010	Family Medicine Geriatric Medicine		Yes	950693
Deborah K. Summers, MD Float Physician	Physician	AZ 24915 Exp. 2/10/13	1932179223		Family Practice Urgent Care Medicine		Yes	35933
Robert Buttemiller, MD Pool Provider	Physician MRO	AZ 11502 Exp. 10/9/13	1578511747	08-005	Occupational Medicine Public Health Preventive Medicine Aerospace Medicine OB/GYN		Yes	48576

Page 2
BOHS Provider List

NAME Primary Clinic	TITLE	LICENSE # STATE	NPI#	POST #	BOARD CERTIFIED	FAA CERTIFIED	TREADMILL CAPABLE	MS4 - ID DICTATION
Tiah A. Foster, MD Pool Provider	Physician	AZ 37933 Exp. 4/12/12	1164609087		Occupational Medicine; Psychiatry			42293
Betty Jo Grajeda, MD Pool Provider	Physician	AZ 26549 Exp. 12/16/12	1659578375		Board Eligible: Internal Medicine			85064
Cheryl L. Knight, MD	Physician	AZ33895	1073570982		Family Practice			9817

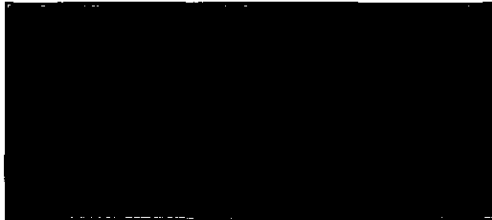
N:/Groups/Occ/Providers11/16/11

Pool Provider		Exp. 9/6/13						
William J. Boyd, MD Pool Provider	Physician	AZ 18742 Exp. 5/30/13	1386726081		Anesthesiology Pain Management			25467
Vincent R. Bryne, MD Pool Provider	Physician	AZ 9595 Exp. 5/30/12	1659344976		Board Eligible: Emergency Medicine Internal Medicine			950694
Georgia L. Tsingine, MD Pool Provider	Physician	AZ 33809 Exp. 1/10/13	1407967946		Family Practice			54096
William W. Holland, MD Pool Provider	Physician MRO	AZ 31528 Exp. 4/30/13	1831192590	07-015	Family Practice		Yes	13708
Sergio Szpaizman, MD Pool Provider	Physician	AZ 14776 Exp. 4/10/13	1619031028	0513	Family Medicine			11052
Erik S. Cohen, MD Pool Provider	Physician	AZ43613 Exp. 4/29/13	1871797989		Board Eligible General Surgery			13055
Steven C. Dorsey, MD Seasonal Provider	Physician	AZ 27861 Exp. 4/4/12	1720045594		Family Practice			29555
Sheila J. Zollicoffer-Manley Administration	Nurse Practitioner	RN080206 Exp. 6/30/13	1235195470					11680
Jeannette H. Ku, NP-C Float Provider	Nurse Practitioner	AZ2855 Exp. 6/30/12	1225224496					950695
Janet L. Hunter-Scott Float Provider	Physician Assistant	AZ3582 Exp. 6/1/12	1427101633					42221
Roger D. Scott Float Provider	Physician Assistant	AZ 3627 Exp. 6/1/12	1467480384					49815

Curriculum Vitae

Linda A. Burke-Scott M.D.

Address:



Education:

Post Graduate:

Samaritan Physician Leadership Institute
Arizona State University - College of Business
Tempe, Arizona - March 1994 - October 1994

Internship / Residency:

Family Practice
Good Samaritan Regional Medical Center
Phoenix, Arizona 1989-1992

Teaching Skills Seminar for Residents
University of Arizona 1991 - 1992

Medical School:

University of Arizona College of Medicine
Tucson, Arizona
Doctor of Medicine 1985 - 1989

Undergraduate:

Arizona State University
Bachelor of Science
Graduated: May 17, 1985

Professional Experience:

Banner Occupational Health – Staff Physician

May 2010 - Present

Concentra – Center Medical Director –

April 2009- April 2010

Medical-Legal Consultant - Various Law Firms

2000-2010

Banner Health Systems Good Samaritan Occupational Health

2001-2004

Progressive Medical Associates Desert Samaritan Urgent Care

2000-2001

East Valley Regional Health Systems Gilbert Urgent Care /Sun Lakes Urgent Care

1998-2001

Samaritan Health Center - Ahwatukee Foothills

Clinical Director / Primary Care Practitioner – Family Practice

1995-1997

Linda Burke-Scott M.D. LTD.

Private Practice – Family Medicine

1992-1995

National Clinical Research Centers. Inc.

Sub-Investigator / Medical Researcher

1992-1993

Clinical Scholar

Good Samaritan Family Practice Residency

Practice Management Curriculum Development

1992

Cigna Healthplan of Arizona / Urgent Care

1991-1992

Arizona Physicians Center / Urgent Care

1991-1992

Good Samaritan Regional Medical Center / Emergency Department

1991-1992

Maricopa Medical Center

Cardiac Catheterization and Angiography

Department Manager /Registered Radiologic Technologist

1976 - 1989

Professional Activities:

American Academy of Family Practice 1991-present Diplomat

Samaritan PrimeCare Network - Board Member

Good Samaritan Regional Medical Center Department of Family Practice - Vice
Chairman

Computerized Ambulatory Record System Committee - Chairman

Arizona Academy of Family Practice - Delegate for Maricopa County - Public Affairs
Committee

Samaritan PrimeCare Network & Samaritan Health Plan - UM/QM Committee
Desert Samaritan Medical Center - Family Practice Committee
ISPAC - Information System Physician Advisory Council - Co-Chair
Samaritan Group Inc. (Samaritan Health Plan) - Quality Assurance Committee
Ahwatukee Physician Involvement Team / Ahwatukee Look-Back Committee
Arizona DOC - Doctors Ought to Care - State Coordinator
Family Practice Residency Advisory Committee - Patient Education Committee-
Good Samaritan Family Practice Residency Advisory Committee - Co-chairman
CUP Clinic - Commitment to Underprivileged People University of Arizona

Awards / Honors:

James L. Grobe Award - Arizona State Family Practice Resident of the Year
Parke-Davis Award - Teacher Development Award
Chief Resident Good Samaritan Family Practice Residency
Patient Education Scholarship Recipient
Community Scholar Award University of Arizona
Graduated Summa Cum Laude

Licensure:

State of Arizona Medical License: Number 19909 Valid to 9/29/11

Board Certification:

Family Practice Board:
Certified until 2014

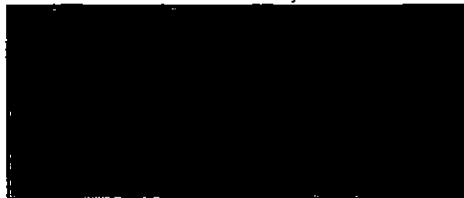
DEA: Number available upon request.
Valid to 7/31/12

Certification:

MRO - Medical Review Officer
Certified & Re-certified October 1996-2007

Arizona Peace Officer Standards and Training Board (POST) #101
Certified July 2003

Vernon Jon Williams, M.D.



Curriculum Vitae

April, 2010

Current post graduate Certifications

Medical Review Officer

MROCC Certificate #: 06-06981, 8/17/2006

Current through August 16, 2012

ACLS/BLS

Current through February 2011

Peace Officer Standards & Training

April 2007

Board Certification

American Board of Physician Specialties

Emergency Medicine (BCEM)

January 22, 2000

Current through December 2010

State License

Ohio

License #: 57606, issued November 7, 1988

Lapsed

Arizona

License #: 19036, issued September 1, 1989

Current through March 29, 2011

Current Society Memberships

American College of Occupational & Environmental Medicine

American Association of Physician Specialists

Medical Education

Medical College of Ohio
Toledo, Ohio
September 1983 – August 1987
Doctor of Medicine, August 1987

Undergraduate Education

Ohio State University
Columbus, Ohio
September 1983 – June 1987
Bachelor of Science with major in Psychology

Medical School Honors/ Awards

Honors in Behavioral Science

Residency Training

General Surgery
Medical College of Ohio
Toledo, Ohio
August 1987 – October 1988

Employment

February 2006 – present
Banner Occupational Health Services
Banner Good Samaritan Medical Center
1300 North Twelfth Street Suite 520
Phoenix, Arizona 85006

January 2000 – February 2006
Promptcare, P.C.
3641 North Hwy. 95
Bullhead City, Arizona
Urgent Care Staff Physician

January 1998 – February 2006
Havasu Emergency Physicians
101 Civic Center Drive
Lake Havasu City, AZ 86403
Emergency Physician @ Havasu Regional Medical Center in Lake Havasu City, Arizona

December 1989 – December 1997

Spectrum Emergency Care, Inc. West

Emergency Physician

Various small hospital ED's in western Arizona to cover staffing shortages

Full time at Havasu Samaritan Regional Hospital in Lake Havasu City, Arizona

October 1987 – December 1989

Spectrum Emergency Care, Inc. East

Emergency Physician

Various small hospital ED's in NE Ohio to cover staffing shortages

Full time at Henry County Hospital in Napoleon, Ohio

June 1981 – August 1983

University Hospital at Ohio State University

Ward clerk, neonatal intensive care

Clerical work as a means of financing undergraduate education

June 1976 – September 1979

Schneider Pet Hospital/ SC Veterinary Emergency Clinic

Registered Veterinary Technician

Registered by examination, under a grandfather clause, at age 16. This experience is largely what inspired my interest in medicine.

Research Experience

June 1984 – September 1984

Medical College of Ohio

“The Response of Canine Liver to Intra-operative Interstitial Hyperthermia”

Published in “Proceedings of the Radiation Research Society: 33rd Annual Meeting” May 5-9, 1985 Pg. 58

Supervised by Ralph Dobelbower, MD/PhD.

June 1982 - September 1982

Ohio State University

Familial patterns in eating behaviors and their relation to obesity. This involved directly observing family eating habits as well as recording the food they stored in their households. This was not published, as we were unable to find a correlation to obesity.

Supervised by Stephen Beck, PhD

Letters of Reference Available or Contact:

Kurt Zangerle, MD

(602) 747-4646

1300 N. 12th. Street, Suite 407

Phoenix, AZ 85006

DENNIS E. FRAZIER, MD

OBJECTIVE

Seeking professional position commensurate with experience that will provide a challenging environment.

EXPERIENCE

Feb 2009-present Alliance Urgent Care Phoenix, AZ
2008-present Banner Hospital Occupational Medicine Phoenix, Az

2008-2009 Concentric Medical Clinic SW Phoenix, AZ
Medical Director

- Provide managerial expertise and onsite client visits.
- Participated in injury care, DOT certification exams, and other exams.
- Provide support and supervision for 2 other physicians.
- Conducted weekly Clinical Leadership Team meetings.

1995-2007 Family Practice Medical Group Michigan City, Indiana
Medical Director of Urgent Care and Occupational Clinic

1987-1995 Private Practice Michigan City, Indiana

1986-1987 St. Anthony Hospital Michigan City, Indiana
ER Physician

1982-1986 Family Practice Walkerton, Indiana
South Bend Memorial South Bend, Indiana

Family Practice-Clinical Director-Rural Unit

1980-1982 Private Practice French Lick, Indiana

1979-1980 Hammond Clinic Hammond, Indiana 1977-

1979 Hawley Army Health Clinic Indianapolis, Indiana

Certifications:

Family Practice 1977, Recertification 1983, 1989, 1995, 2001

CAQ Geriatrics 1990, 2000 - MRO 2003, 2006 - ACLS 2007, 2009

Certified Medical Director

Registered Physician, State of Arizona, License 31579

EDUCATION

1970 Bachelor of Arts Indiana University - Gary, Indiana

1974 Medical School, MD Indianapolis, Indiana

Internship/Residency, 1974-1977 Tripler Army Medical Center - Honolulu, Hawaii



K. DAVID MOSIENKO, M.D., F.A.C.E.P.



Professional Education

- 1968 – 1972 **UNIVERSITY OF TORONTO**
Toronto, Ontario, Canada
Doctor of Medicine
- 1972 – 1973 **ST. MICHAEL'S HOSPITAL**
Toronto, Ontario, Canada
Medicine Internship

Board Certification

- 1984,1994,2003 **American Board of Emergency Medicine**

Fellowship Status

- 1986 **Life Fellow, American College of Emergency Medicine**

Professional Experience

- 2/2006 – Present **Occupational Medicine Physician**
Banner Occupational Health Services, Phoenix, AZ
Part-time status
- 11/2006 – 2/2006 **Occupational Medicine Physician**
Concentra Medical Centers, Phoenix, AZ
Part-time status
- 1/2005 – 11/2006 **Retirement from Emergency Medicine**
Status – inactive
- 9/2000 – 1/2005 **Senior Attending Physician Emergency Medicine**
W.O. Boswell Memorial Hospital, Sun City, AZ
Del E. Webb Memorial Hospital, Sun City West, AZ
- 1994 – 2000 **Medical Director Emergency Medicine and EMS**
Clearfield Hospital, Clearfield, PA
- 1991 – 1994 **Medical Director Emergency Medicine and EMS**
Alton Memorial Hospital, Alton, IL

Page Two

K. David Mosienko, M.D., F.A.C.E.P.

1982 – 1991 **Medical Director Emergency Medicine and EMS**
Greater Canonsburg Health System, Canonsburg, PA

1978 – 1982 **Medical Director Emergency Medicine and EMS**
Weirton Medical Center, Weirton, WV

1973 – 1978 **Emergency Medicine, Family Practice**
Memorial Hospital, Bowmanville, Ontario, Canada

Affiliations

American College of Emergency Physicians

Licensure

Arizona



Banner Occupational Health Services

Arten J. Rollins, D.O., M.Sc., F.A.C.P.M.

Occupational Medicine

Contact Information: Office Phone 602-865-5065/Fax 602-865-5651

CURRICULUM VITAE



Born: Cleveland, Ohio

Education:

1. Shaker Heights High School, Cleveland, Ohio
Attendance: 1961-1964, Diploma.
2. Miami University, Oxford, Ohio
Major: Zoology. Minor: Chemistry
Attendance: 1964-1968. A.B. Degree.
3. Midwestern University: Chicago College of Osteopathic Medicine
Chicago, Illinois
Training: two years of basic sciences, two years
Clinical and hospital practice.
Attendance: 1969-1973, D.O. Degree (Dr. of Osteopathic Medicine)
4. Phoenix General Hospital, Phoenix, Arizona
Rotating Internship
Attendance: 1973-1974, Intern Certificate received.
5. University of Cincinnati, College of Medicine
Cincinnati, Ohio
Attendance: 1974-1977. M.Sc. in Occupational Medicine.
Completed Thesis: "The Use of Dynamic Strength Testing to Assist in the

Selection of Individuals for Heavy Manual Materials Handling Jobs".

Resident in Occupational Medicine.

Special Training:

1. Title: Industrial Hygiene Engineer
Employer: City of Cleveland, Bureau of Industrial Hygiene
Dates of Employment: 6/68-8/69
Training: On the job training by supervisor with an M.S. in Industrial Hygiene. Also I attended United States Public Health Service courses in Industrial Hygiene Engineering, Air Pollution Control Technology, and Industrial Ventilation.
2. Attended Cleveland Marshall College of Law course on Workers' Compensation, 1/84-5/84
3. United States Department of Health and Human Services
NIOSH Certified to read Chest X-rays for Pneumoconiosis 11/1/89.
4. Completed Medical Review Officer Course in 1990 presented by the American College of Occupational Medicine. I was certified as an MRO by the Medical Review Officer Certification Council on 12/18/96. I was then Re-Certified after examination on 7/22/01 and again on 12/12/06 by AAMRO.
5. Completed The Physician Executive Institute at the Case Western Reserve University Health Systems Management Center, December 1999
6. In 2007 I completed a two year Chronic Pain Management Training Program at the Case School of Medicine leading to a certificate

Memberships:

American Medical Association
American Osteopathic Association
Cleveland Academy of Medicine:
Medical Legal Committee 1989-1992
Member Public Health Committee 1993-1997
President Western Reserve Medical Directors' Association
Fellow American College of Preventive Medicine
Fellow of the American College of Occupational and Environmental Medicine
Formally Member of the Medical Surveillance Education Committee
Past Member of the Occupational Medical Practice Committee
Current member Practice Guidelines Panel for Treatment of the Hand
Fellow and former Board Member American Osteopathic Academy
of Public Health and Preventive Medicine
Past member American Industrial Hygiene Association

Former Board Member of the International Toxic Inhalation Research Group

Board Certification:

Certified as a Specialist in Occupational and Environmental Medicine by the A.M.A., American Board of Preventive Medicine in 1981

Hospital Staffs:

University Hospitals, Bedford Medical Center
 University Hospitals of Cleveland
 Cleveland Clinic CompreCare Member
 Hillcrest Hospital

Licensure:

Following examination I became a Diplomate of the National Board of Examiners for Osteopathic Physicians and Surgeons, thus by reciprocity I am entitled to licensure in all states. I was licensed by examination in Arizona in 1973 and California in 1986. Presently I am licensed in Arizona, California, Florida and Ohio.

Past Positions

-From July 1974-September 1977 employed as the Chief Physician at a Ford Motor Company Plant in Cincinnati, Ohio.

-From September 1977-December 1979 Associate Medical Director of the East Side Occupational Health Center in Cleveland, Ohio, a private industrial medicine clinic that served the needs of over 70 companies with a combined employee population of more than 7,000.

-From 1979 until closing in 1988 Medical Director of S.K. Wellman Corp.

-From 1981-1986 Staff Physician and Medical Consultant for Ohio Bell Telephone

-From 1979- until closing of the Medical Department in December 2007,
 Medical Director of Ferro Corporation

-Past Member of Ohio BWC House Bill 107 Health Care Advisory Committee

-Formerly CWRU Environmental Toxicology Center Consultant

-From 1986-June 1999 & 2006- Present Medical Director and MRO of the Occupational Health Program at the University Hospitals of Cleveland, Bedford Medical Center

Present Positions:

-Since 2008

•Medical Staff Member, Banner Occupational Health Services

-Since 1979

- Medical Director, Morgan ElectroCeramics(A Piezoelectric plant)

-Since 1986:

- Medical Director I. Schumann and Company(Brass foundry)
- Plant Physician, Ford Motor Company, Walton Hills Stamping Plant
- University Hospitals of Cleveland, Clinical Instructor in Medicine
- President, Occupational Health Management Consultants

-Since 1990 Occupational Health Consultant to American Spring Wire Corp.

-Since 1998: Corporate Occupational Health Consultant to Cleveland Cliffs Inc.

-Beginning in 2006:

- Employed as an Occupational Health Physician for University Hospitals Medical Practices serving as the Occupational Health Physician and MRO for the Bedford Medical Center and their local Corporate Health Department
- Occupational Health Consultant to Shiloh Industries Inc.(Metal Stamping)

-2007 Core Member of the Northern Ohio Stay at Work/Return to Work Initiative and Committee Member in revising the ACOEM Position Statement on the Role of the Attending Physician

-For the past 30 years I have performed Independent Medical Examinations for many companies, actuaries and attorneys, including the Ohio Attorney General's Office

Recognition:

- Since 1984, listed in the Marquis Who's Who in the Midwest
- In 1987 listed in Emerging Leaders in America and in 1994 listed in Who's Who in the World, and in Who's Who in America
- Recipient A.M.A. Physician's Recognition Award for Continuing Education.
- In 1989 I was approved by the Chief Medical Advisor of the Industrial Commission of Ohio to provide Specialist's Report Examinations. I am currently a Certified Provider for the BWC.
- In 2003 appointed by the National Institute of Occupational Safety and Health (NIOSH) to serve as a member of the Department of Energy's Office of Worker Advocacy Physician Panel

Civic Duties

- Appointed Jury Foreman in Criminal Prosecution case
- Appointed Member of Cable Committee in Beachwood, Ohio
- Past member of election committees for Judge and Councilman
- Trained Volunteer Ohio Medical Reserve Corps(Basic Disaster Life Support)

Presentations:

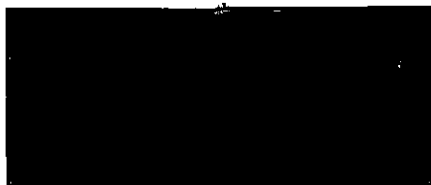
- "Overview of Occupational Medicine" presented to the Staff of Brentwood Hospital- 6/30/80
- "Low Back Pain in Industry- Causes and Prevention" presented to the Northeastern Ohio Chapter of the American Association of Occupational Health Nurses- 9/12/85
- Discussion on Low Back Pain, "The Morning Exchange" WEWS- 12/23/85
- "Urine Drug Screening in Industry" presented to the Northeastern Ohio Chapter of the American Association of Occupational Health Nurses- 1/9/86
- Occupational Health Grand Rounds, "A Case report of Trimellitic Anhydride Sensitization" 6/17/86 University Hospitals of Cleveland:
- Occupational Health Grand Rounds " A Case Report and Discussion of Teflon Fume Fever"- 8/19/86
- Lecture on "Urine Drug Screening in Industry" presented at a seminar sponsored by the Bay Village Community Care Committee- 4/1/87
- Discussion on the Heart Aid, an automatic defibrillator "The 11 O'clock News" WKYC- 9/15/88
- Represented the Cleveland Academy of Medicine to give an overview of Occupational Medicine on "Health Lines" a radio program on WCLV, 95.5
- Overview of Legionella Infection to the International Toxic Inhalation Research Group and Western Reserve Medical Directors in 2003
- Presentation on Medical Legal Issues, Repetitive Motion Disorders and Urine Drug Screening at Workers' Compensation Seminar held by Calfee, Halter and Griswold, on May 7, 2004
- Presentation on Medical Legal Issues and Repetitive Motion Disorders at the Western Reserve Medical Directors' Association in September 2004
- Overview and Instruction on use of the AED to Cleveland Cliffs employees, 2005
- Presentation on Medical Legal Issues to the Ohio State Bar Association Workers' Compensation Seminar on December 2, 2005
- Presentations to Self Insurers' Group of Ohio; Exams and IME's: A Hands-On Demonstration, and The Occupational Disease Claim: A Medical Perspective on March 15, 2006
- Medical Panel Member at VocWorks' Workers' Compensation case discussion on 4/12/06
- Lectures-Bedford Medical Center
 - Lecture on The Americans with Disabilities Act 1992
 - Lecture on Carpal Tunnel Syndrome 1993

- Lecture on Low Back Pain 1993
- Lecture on Drug Testing in Industry 1996

Research:

- Master's Thesis "The use of Dynamic Strength Testing to Assist in the Selection of Individuals for Heavy Manual Material Handling Jobs" 1984
- Ongoing Study of the Various Causes of Carpal Tunnel Syndrome
- Ongoing Study on the Biological Effects of Blood Leads ranging from 10-50 Ug/100 grams Lead
- Ongoing Study on the Biological Effects of Low Level Exposure to Depleted Uranium

KURT ZANGERLE, MD, MPH



BOARDS: Diplomat, American Board of Emergency Medicine, 1985 & 1996
Diplomat, National Board of Medical Examiners
Diplomat, American Board of Preventive Medicine 2003

POSTGRADUATE:

Residency: Emergency Medicine
University of Arizona
Tucson, Arizona
1982 - 1984

Internship: Brooke Army Medical Center
San Antonio, Texas
1978 -1979

EDUCATION:

Medical School: New York Medical College
Valhalla, New York
MD Degree
1975 - 1978

Undergraduate: Rutgers University
New Brunswick, New Jersey
BA Degree
1969 -1974

Graduate: University of Arizona
Tucson, Arizona
Masters in Public Health
August 1997 – December 1998

ACADEMIC

APPOINTMENTS: Assistant Professor of Surgery
Hahnemann University
Philadelphia, Pennsylvania 1988 - 1990

Assistant Professor of Clinical Surgery
UMDNJ / Robert Wood Johnson Medical School
Camden, New Jersey
1987 - 1988

Clinical Instructor in Surgery
University of Pittsburgh School of Medicine
Pittsburgh, Pennsylvania
1984 - 1986

PRACTICE EXPERIENCE:

Medical Director
Banner Occupational Health Services
1300 N 12th St, Ste 405
Phoenix, Arizona
Full time April 2004 to present

Staff Physician
Concentra
320 East McDowell
Phoenix, Arizona
Part time May 1997 to July 27, 1998
Full time July 1998 to April 2004

Staff Physician
Community Emergency Physicians, P.C.
Community Medical Center
99 Route 37 West
Toms River, New Jersey
Dec. 1993 – May 1997

Staff Physician
Northwest Tucson Emergency Physicians, P.C.
Northwest Hospital
La Cholla / Orange Grove
Tucson, Arizona
June 1990 - Dec. 1993

Director, Pediatric Urgent Care
Northwest Hospital
La Cholla / Orange Grove
Tucson, Arizona
April 1993 - Oct. 1993

Attending Physician
Division of Emergency Services
Hahnemann University Hospital
Broad and Vine Streets
Philadelphia, Pennsylvania
1988 - 1990

Attending Physician, Emergency Medicine
Cooper Hospital / University Medical Center
One Cooper Plaza
Camden, New Jersey
1986 - 1988

Medical Director of ACLS Course
Cooper Hospital / University Medical Center
One Cooper Plaza
Camden, New Jersey
1987 - 1988

Attending Physician
Director of Prehospital Care
Department of Emergency Medicine
Mercy Hospital
Pittsburgh, Pennsylvania
1984 - 1986

Transport Physician
STAT (Specialized Treatment and Transport)
Center for Emergency Medicine of Western Pennsylvania
Pittsburgh, Pennsylvania
1985 - 1986

Chief Department of Emergency and Outpatient Services
Ft. Monmouth, New Jersey
1981 - 1982

Commander
Patch Barracks Dispensary
Vaihingen, West Germany
1980 - 1981

Commander
763rd Medical Detachment
Muenchweiler, West Germany 1979 - 1980

LICENSES: Arizona

PROFESSIONAL SOCIETIES: American College of Occupational and Environmental Medicine

CERTIFICATIONS: Exercise Stress Testing: April 2002

PERSONAL: Date of Birth: June 10, 1951 - Camden, New Jersey
Marital Status: married

REFERENCES: Available on request

PUBLICATIONS: Zangerle, KF, Iserson, KV, Bjelland, JC:
Usefulness of plain radiographs in suspected renal colic.
Annals of Emergency Medicine, April 1985.

Zangerle, KF, Iserson, KV:
DRG's and Emergency Medicine.
American Journal of Emergency Medicine, December 1983.

Zangerle, KF, Wolford, R:
Syncope and conduction disturbances after sublingual nifedipine for hypertensive urgency; a case report.
Annals of Emergency Medicine, October 1985; 14(10):1005-06.

Robert Buttemiller MD, MPH

OBJECTIVE

Medical position (part or full-time, administrative and/or clinical) with emphasis in areas of:

**Occupational Health
Public Health/Preventive Medicine
Aerospace Medicine**

PROFESSIONAL EXPERIENCE

Widely experienced as occupational health physician and military medical officer with multi-board certification.

Occupational Health Practitioner

Eleven years direct patient care with one of America's largest occupational health organizations.

New industrial injuries, re-checks, and physicals for up to forty patients per day.

Military Hospital Commander

Spearheaded catchment area management project, saving over \$2 million in CHAMPUS (Tri-Care) funds in first year.

Specialty combination led to resolution of fetal protection problems in the workplace.

LICENSURE

**Arizona
Illinois (inactive)
DEA and BCLS current**

EDUCATION/TRAINING

**BA, Chemistry, Northwestern University, Evanston, IL
MPH, University of Texas, San Antonio Campus, TX
MD, Northwestern University (now Feinberg School of Medicine)
Chicago, IL**

Rotating Internship, Northwestern Memorial Hospital, Wesley Pavilion, Chicago, IL

**OB-GYN residency, Northwestern Memorial, Wesley Pavilion
Chicago, IL**

**Aerospace Medicine Residency, Brooks AFB, TX
Board certified OB-GYN, Public Health, Preventive Medicine
Associate Fellow Aerospace Medical Association
Member American Medical Association**

EXPERIENCE--Reverse chronology 20 years

31 Jan 06-present	Staff physician, Occupational Health, Banner Health, Phoenix, AZ
03 Jul 99-30 Jan 06	Senior staff physician at large (float) Concentra Medical Centers
11 Jul 97-02 Jul 99	Medical Director, Concentra Northwest
01 Oct 95-10 Jul 97	Staff physician, Concentra West
01 Jan 95-30 Sep 95	Staff physician, Concentra Metro
14 Dec 94-31 Dec 94	Physician Trainee, Concentra Airport
01 Oct 94-13 Dec 94	Terminal Leave status United States Air Force
01 Jul 93-30 Sep 94	Chief Medical Inspections USAF Medical Corps Kirtland AFB, NM
01 Feb 91-30 Jun 93	Director Medical Inspections, Inspection Cntr Norton AFB, CA
01 Jul 85-31 Jan 91	Commander, 832d Medical Group USAF Hospital, Luke AFB, AZ

PUBLICATIONS

Hemophilla, The Gene That Became A Plague-Master's Thesis 1983
The Military Gravida and Pregnancy Outcome-Military Medicine, Dec 1984

PERSONAL

Alpha Omega Alpha Medical Honorary
Recipient numerous military decorations including The Legion of Merit
Married, three children, completed Air Force career as Colonel, USAF-MC

ANDREW C. YORGASON



EDUCATION

Arizona College of Osteopathic Medicine of Midwestern University, Glendale, Arizona
D.O. (Doctor of Osteopathy), May 2008

West Virginia University, Morgantown, West Virginia

M.P.H. (Master of Public Health), projected graduation: June 2011

Master's Project: Green Jobs and Safety: A Review of Current Data from NIOSH Fatality Investigations and Health Hazard Evaluations Master's Advisor: Chris Martin, M.D., M.Sc.

Midwestern University, Glendale, Arizona

M.H.P.E. (Master of Health Professions Education), May 2008

Master's Project: Web-based Radiology Teaching Module for Third Year Medical Students at AZ-COM Master's Advisors: Christine Morgan, Ed.D. and Charles Finch, D.O.

Brigham Young University, Provo, Utah

B.A. *magna cum laude* in Anthropology, Sociocultural Emphasis, April 2004

Senior Thesis: "Diviners are Gods' Pharmacists: Understanding Culture in Medicine" Minor: Music

LICENSURE /CERTIFICATION

West Virginia Board of Osteopathy, Weirton, West Virginia.

Licensed Doctor of Osteopathic Medicine. Expiration: June 30, 2011. License # 2417

**National Institute for Occupational Safety and Health (NIOSH), Morgantown, West Virginia
Spirometry Certification, Instructor: Mary Townsend, Completed: March 24, 2010**

**Council for Accreditation in Occupational Hearing Conservation, Milwaukee, Wisconsin
Occupational Hearing Conservationist, Instructor: Roger Angelelli, Expiration: March 27,
2015**

**West Virginia University, Morgantown, West Virginia
Clinical Tropical Medicine, Module 1 Certificate, Completed: June 25, 2010**

**American Heart Association, Dallas, Texas
Advanced Cardiac Life Support Certification, Expiration: June 30, 2012
Basic Life Support Certification, Expiration: June 30, 2011**

MEDICAL EXPERIENCE

**West Virginia University, Morgantown, West Virginia
Occupational and Environmental Medicine Resident, 2009-present Projected completion:
June 2011**

**Ohio Valley Medical Center, Wheeling, West Virginia
Internal Medicine Intern, 2008-2009**

TEACHING AND EDUCATIONAL EXPERIENCE

**Institute of Occupational and Environmental Health, Morgantown, West Virginia
Chief Resident, July – December 2010**

Duties include participating in university-wide medical resident committee, aiding in designing curriculum for weekly resident didactic sessions, regularly organizing and presenting brief lectures, and recruiting lecturers for weekly department Grand Rounds lectures.

The Church of Jesus Christ of Latter-day Saints

Institute of Religion Instructor, 2010

Created and delivered lesson plans for religious education to primarily 18-30 year old young adults as a weekly, 1-hour course.

Ohio Valley Medical Center, Wheeling, West Virginia

Medical Student Lunchtime Study Group Leader, 2008 - 2009

Guided board study and lectures on basic applied medicine for rotating students.

Arizona College of Osteopathic Medicine, Glendale, Arizona

Teaching Assistant, Introduction to Radiology, 2008

Implemented MHPE Practicum "Web-based Radiology Teaching Module for Third Year Medical Students." Designed the course curriculum, structure, and requirements; administered all quizzes.

Unite for Sight, Glendale, Arizona

Youth Presenter, 2005

Traveled to elementary schools and presented material regarding basic eye health.

The Church of Jesus Christ of Latter-day Saints

Youth Instructor, 2004 – 2009

Gave Sunday school instruction and served as a counselor and instructor to men and to teenagers.

The Church of Jesus Christ of Latter-day Saints

Home Teacher, 2001 – present

Providing personal religious education and support for individual families in their homes.

The Church of Jesus Christ of Latter-day Saints

Full-time Volunteer Minister, 1999 – 2000

Instructed in religion and English in Washington state, Southern Portugal, and Cape Verde, Africa. Other responsibilities included training of other volunteers and serving as embassy contact.

Brigham Young University, Provo, Utah

Instructor, 2001 – 2004

Administered the science reasoning section of an ACT Preparation Course to high school and college-aged students.

New Haven School, Spanish Fork, Utah

Tutor, 2002 – 2003

Assisted adolescent girls recovering from drug abuse/emotional illness with math and physics.

Weber County School District, Weber County, Utah

Substitute Teacher, 2001

TEACHING AND RESEARCH INTERESTS

Introductory Epidemiology, Public Health, Occupational and Environmental Health and Safety, Global Health, and Toxicology.

Worker Safety in “Green Job” Industries

Current Use of Worksite Wellness Programs

Cultural/Subpopulation Factors' Influence on Health

Influence of Shift-Work and Sleep Patterns on Worker Health

GRANTS /FUNDS RECEIVED

Research Travel Grant, \$500, Golden Key International Honor Society, 2003

RESEARCH EXPERIENCE

**National Institute for Occupational Safety and Health (NIOSH), Morgantown, West Virginia
Guest Researcher, July – December 2010**

Member of fatality investigation team researching cause of death in composting facility. General background researcher into hypothesis-generating stages of safety in “Green Jobs” industry

Brigham Young University, Ghana, Africa

Senior Thesis Researcher, 2003

Conducted research on the role of diviners and biomedicine in Ghanaian hospitals, towns, and villages. Presented findings in ethnographically-based senior thesis.

PRESENTATIONS /POSTERS

“Health Hazards in the Nuclear Industry: Cancer and Non-Cancer Effects from Low-Dose Radiation”

Poster presented at Environmental Health MPH Poster Session; Morgantown, WV; December 7, 2009

RECOGNITIONS /AWARDS

National Merit Scholar, Brigham Young University, 1998-2004

Valedictorian, Fremont High School, Plain City, Utah, 1998

Advanced Placement Scholar with Distinction Award, 1998

Eagle Scout, Boy Scouts of America, 1995

MEMBERSHIPS AND SERVICE

American College of Occupational and Environmental Medicine

American Osteopathic College of Occupational and Preventive Medicine

American College of Preventive Medicine

Tri-State Occupational Medicine Association

American Osteopathic Association

American Medical Association

Multiple Leadership/Management Positions, Church of Jesus Christ of Latter-day Saints, 1998-present

Intramural Sports Club Vice President, Arizona College of Osteopathic Medicine, 2005-2006

Assistant Varsity Coach, Boy Scouts of America, Troop 460, 2004 – 2005

Chapter President, Golden Key International Honors Society, Brigham Young University, 2003 – 2004

LANGUAGES SPOKEN

English (native)

Portuguese (fluent)

Spanish (intermediate)

Cape Verdean Creole (intermediate)

Russian (beginning)

ASL (beginning)

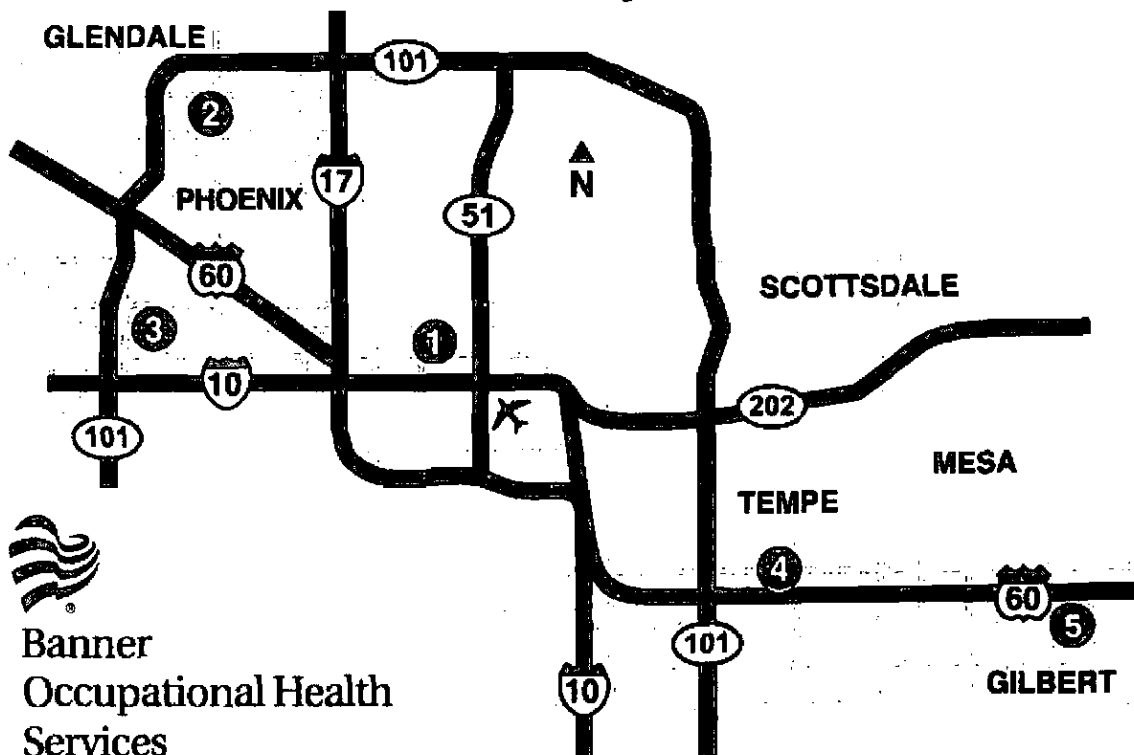
Banner Occupational Health Services

Worker Injury Care *Seven days a week*

Five Valley Locations

- 1** **Banner Good Samaritan Clinic**
Located in the Edwards Medical Plaza
1300 North 12th St. Suite 520
Phoenix, AZ 85006
Phone: 602-839-4456
Hours: M - F - 6 a.m. - 10 p.m.
Sat - Sun - 8 a.m. - 4 p.m.
- 2** **Banner Thunderbird Clinic**
Located in the Paseo Medical Plaza
5601 West Eugie Ave. Suite 213
Glendale, AZ 85304
Phone: 602-865-5618
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 3** **Banner Estrella Clinic**
Located in the Estrella Medical Plaza I
9305 W. Thomas Rd. Suite 235
Phoenix, AZ 85037
Phone: 623-327-4100
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 4** **Banner Desert Clinic**
2225 West Southern Ave
Mesa, AZ 85202
Phone: 480-412-3275
Hours: Monday - Friday
7 a.m. - 6 p.m.
- 5** **Banner Gateway Clinic**
Located in the Gateway Medical Pavilion
1920 N. Higley Rd. Suite 108
Gilbert, AZ 85234
Phone: 480-543-3300
Hours: Monday - Friday
7 a.m. - 6 p.m.
Saturday 8 a.m. - 4 p.m.

Worker Injury Care *Seven days a week*



**Banner
Occupational Health
Services**



**Banner Occupational
Health Services**

Banner Thunderbird

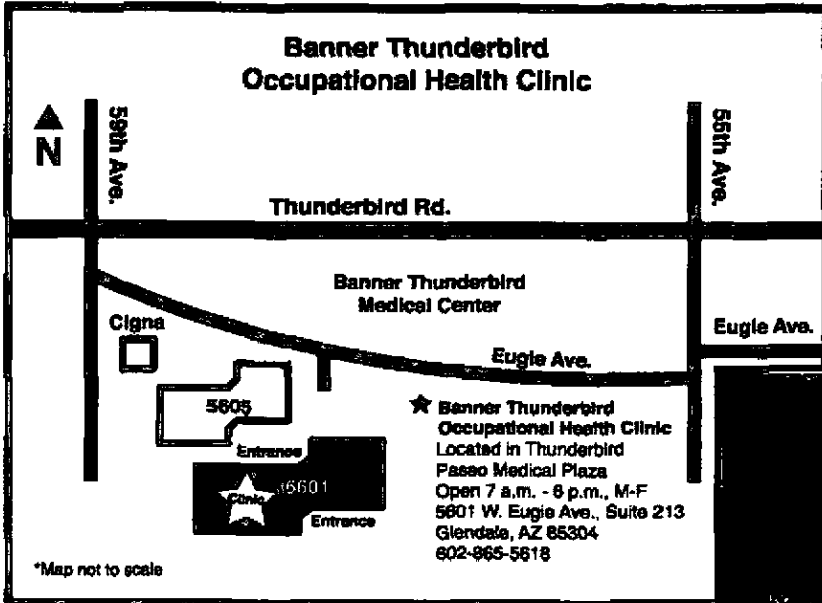
Open 7am – 6pm M-F

Occupational Health Clinic

5601 W. Eugle Ave. Suite 213

Glendale, AZ 85304

(602) 865-5618



Enter Here



Clinic on 2nd Floor



**Clinic is on the South side of Banner
Thunderbird Medical Center on
Eugle Ave., between 55th & 59th Aves.**

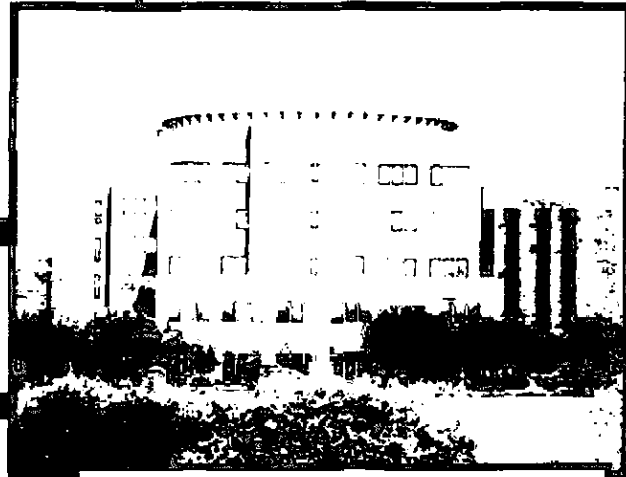
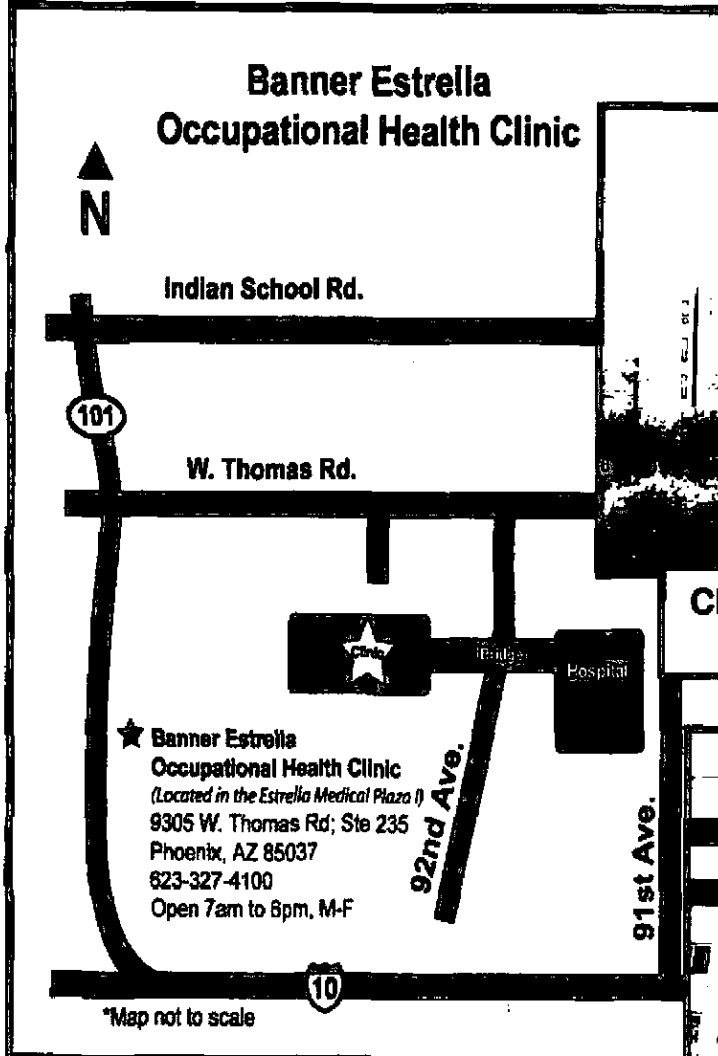


**Banner Occupational
Health Services**

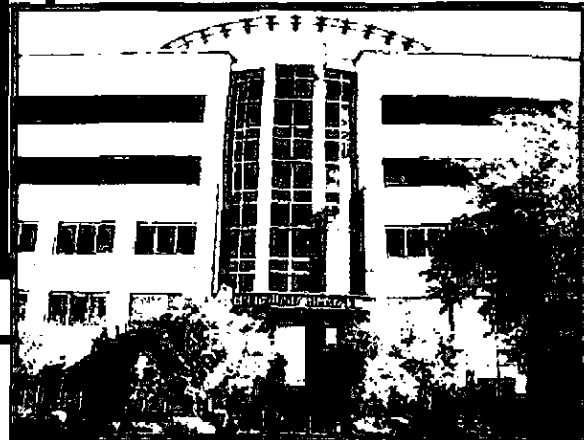
Banner Estrella

Open 7am – 6pm M-F

Occupational Health Clinic
9305 W. Thomas Rd. Suite 235
Phoenix, AZ 85037
(623) 327-4100



**Clinic is in the office building
West of the hospital**



**Enter building on the
South side, clinic is on
the 2nd Floor**

**The Estrella Medical Plaza II is
South of Thomas, East of 101**



Banner Occupational Health Services

Banner Good Samaritan

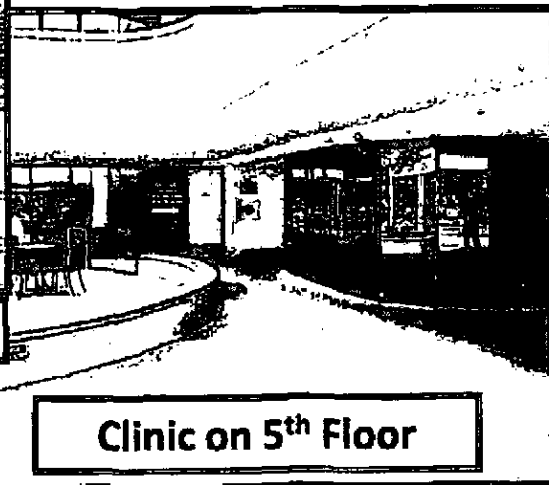
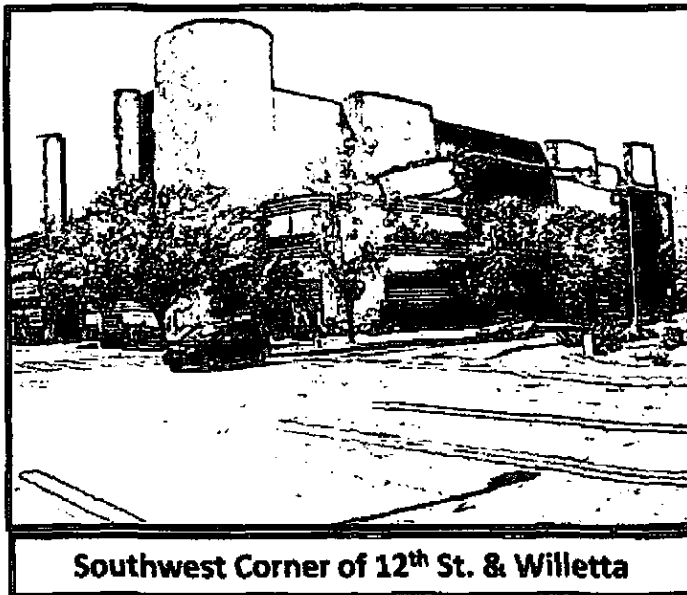
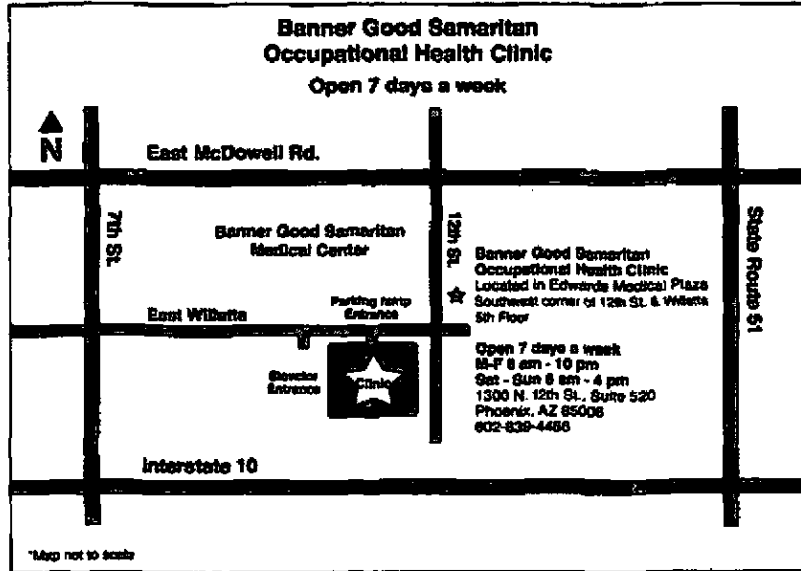
Open 7 Days a Week

Occupational Health Clinic

1300 N. 12th St., Suite 520

Phoenix, AZ

602-839-4456





Banner Occupational Health Services

In today's unpredictable business environment, survival means achieving and maintaining an edge over the competition. We believe that edge is a strong, healthy and productive work force.

We can help your company gain that edge through a variety of programs aimed at reducing medical costs while improving and maintaining the health and well-being of your employees.

Our goal is to serve you with the highest quality medical services with an emphasis on efficiency and cost containment. At Banner Occupational Health Services, we are well aware of the need for timely, accurate information on the medical status of your employees. We will work to provide you with the most current occupational health services that are tailored to the needs of your workforce 7 days a week.

Banner Occupational Health Services

Visit us at www.Bannerhealth.com

Services available 7 days a week

602-747-3511

Clinic Services

- Worker Injury Care
- DOT Physicals
- DOT/Non-DOT Drug Testing
- Breath Alcohol Testing (BAT)
- Post Offer/Pre-Placement Testing
- Customized Physical Exams
- Respiratory Clearance Evaluation
- Respirator Fit Testing
- Executive Physicals
- Fitness for Duty Exams
- Functional Capacity Assessment
- Vaccinations/Immunizations
- International Travel Immunizations
- Bloodborne Pathogens Exposure Program
- Hearing Conservation Program
- On-Site Health Fairs
- On-Site Flu Shots
- CPR & First Aid Classes
- Health Risk Assessments
- Comprehensive On-site Services
- Wellness Program
- POST Physicals
- On-Site Corporate Nurses

The quality resource for
your workplace health
needs.



There's a new MapQuest - come try it out!



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.



Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

1300 N 12th St
Phoenix, AZ 85006-2848

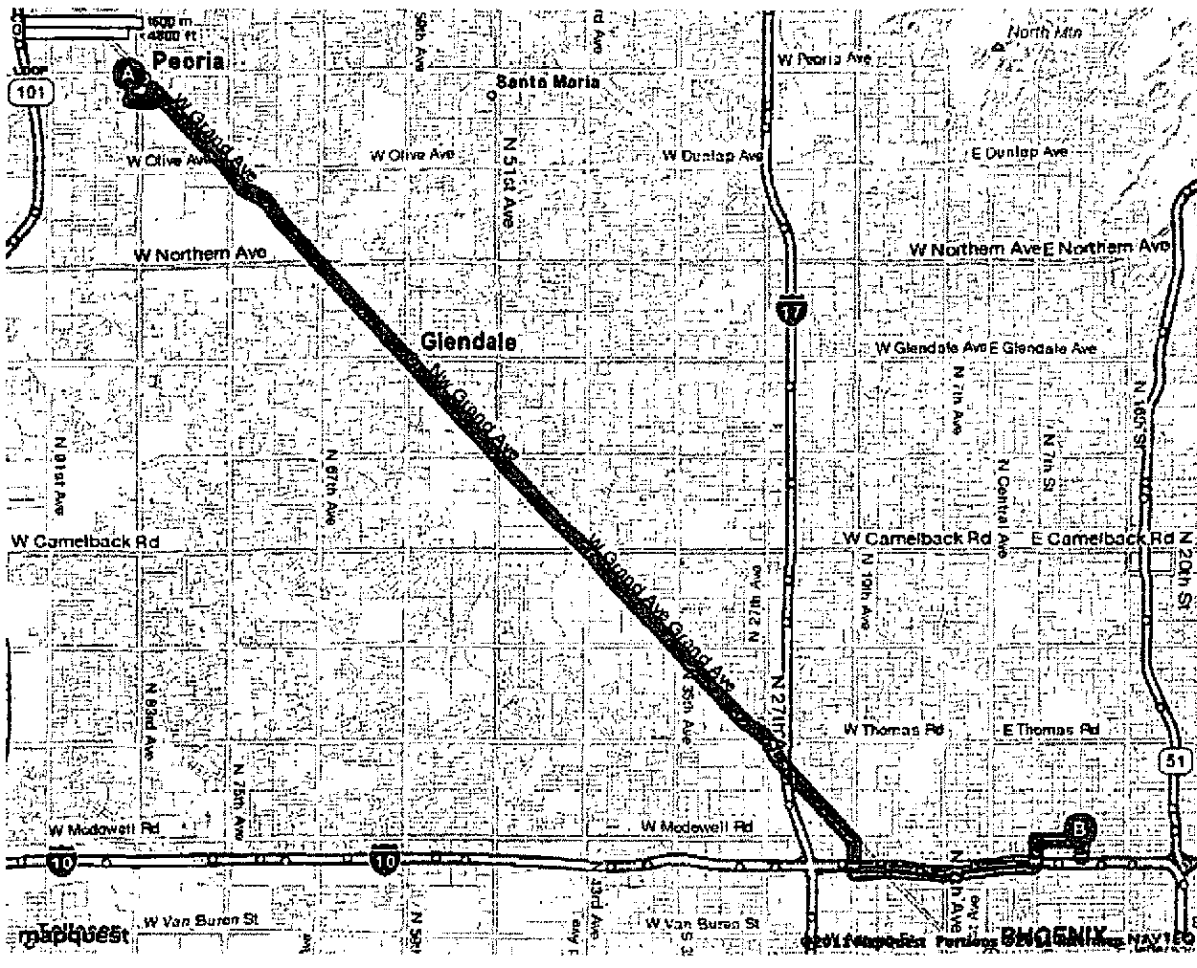
Banner Good Sam

Total Travel Estimate: 25 minutes / 14.81 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new
mapquest

[Try it now >>](#)



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Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.



Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

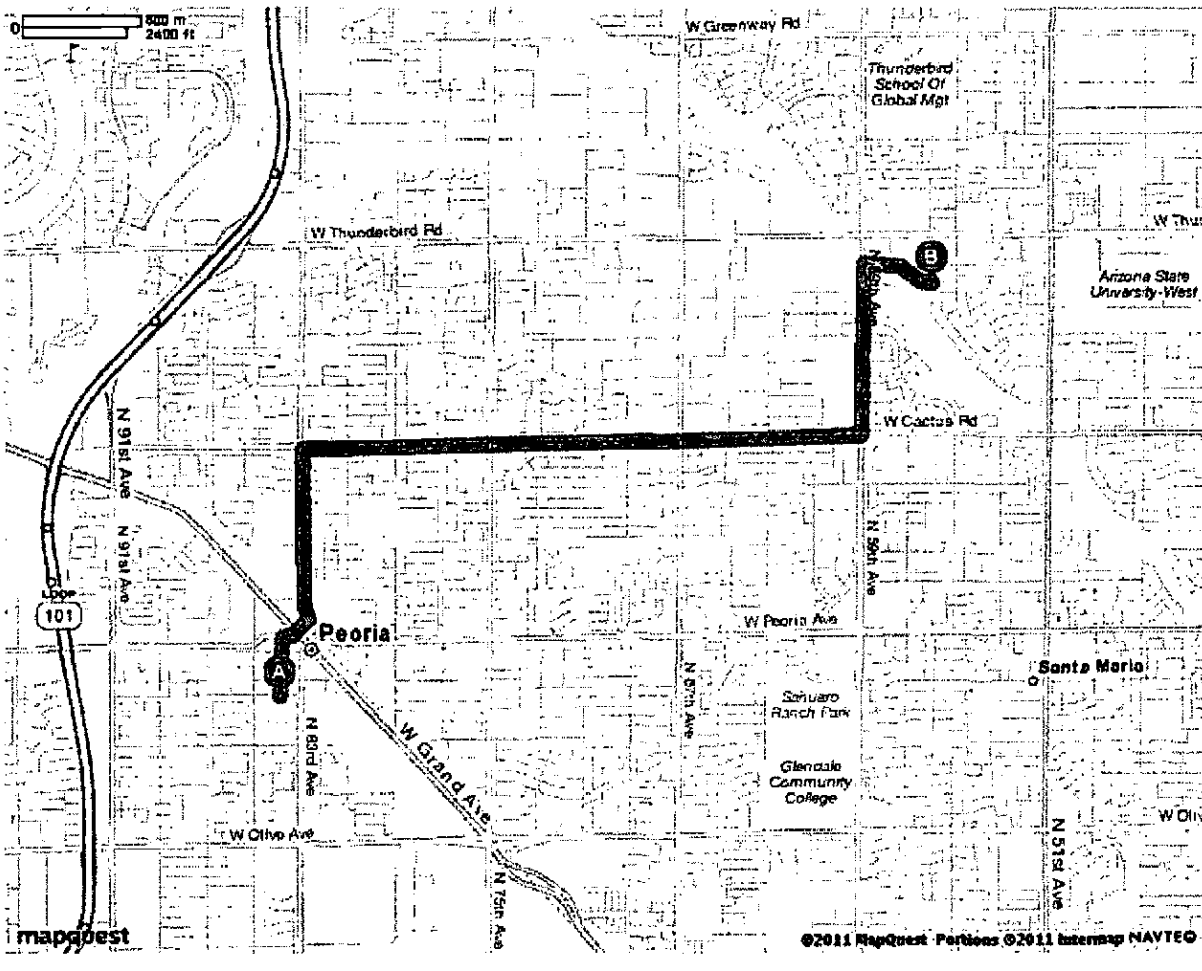
5601 W Eugie Ave
Glendale, AZ 85304-1255

Banner Thunderbird

Total Travel Estimate: 12 minutes / 5.58 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new **mapquest** [Try it now >>](#)



There's a new MapQuest - come try it out!



Sorry! When printing directly from the browser your directions or map may not print correctly. For best results, try clicking the Printer-Friendly button.



Starting Location

8401 W Monroe St
Peoria, AZ 85345-6560



Ending Location

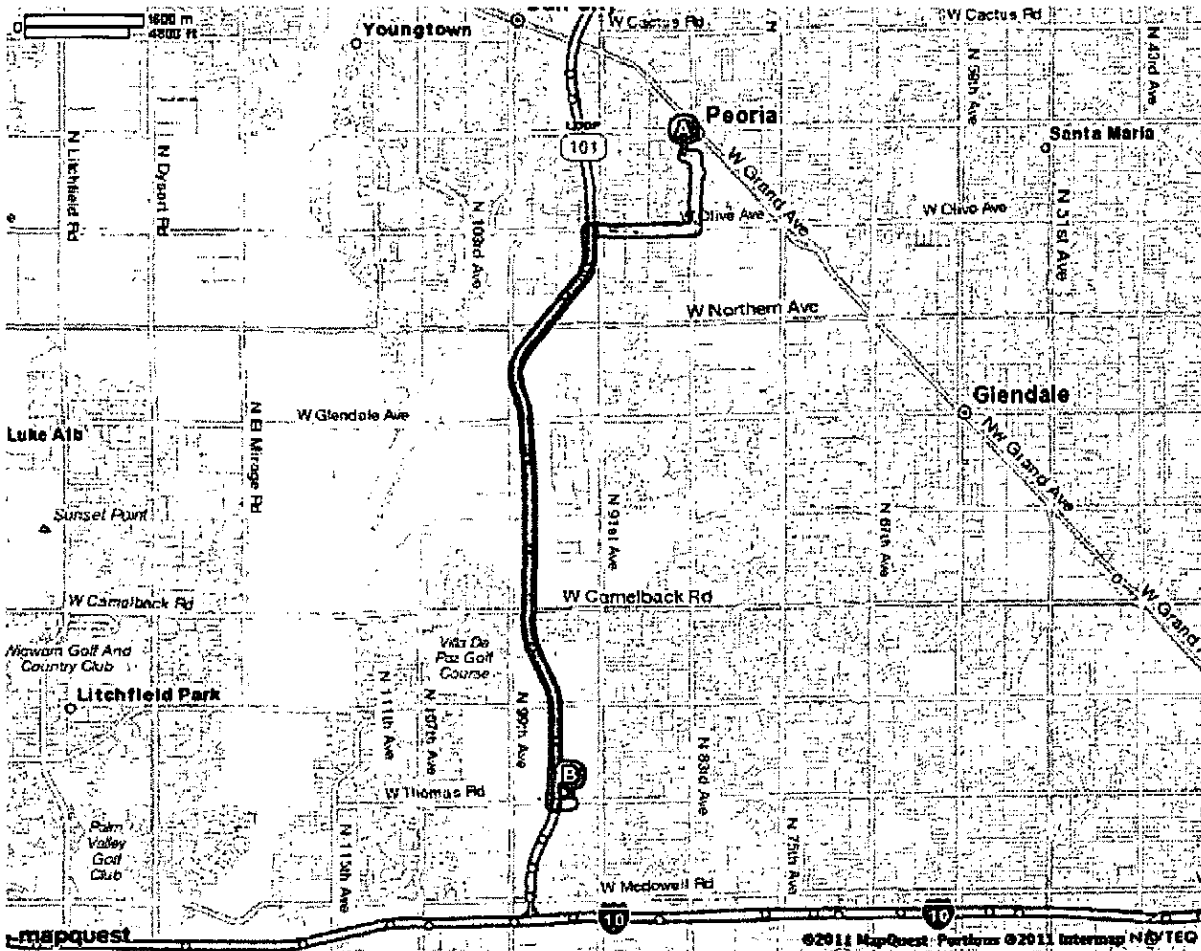
9305 W Thomas Rd
Phoenix, AZ 85037-3328

Banner Estrella

Total Travel Estimate: 12 minutes / 8.64 miles Fuel Cost: [Calculate](#)

Directions with helpful hints.

the new
mapquest



PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES

Banner Health, dba
BANNER THUNDERBIRD OCCUPATIONAL CLINIC
10320 West McDowell Road, Bldg L, Box 1240
Avondale, Arizona 85323

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

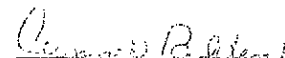
This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

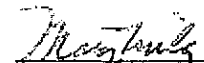
License Effective:

From: March 01, 2011 To: February 29, 2012

Issued: December 20, 2010

Number: OTC3687


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



**Banner Health, dba
BANNER THUNDERBIRD OCUPATIONAL HEALTH CLINIC
5601 West Eugie Avenue, Suite 213
Glendale, Arizona 85304**

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

License Effective:

From: March 01, 2012 To: February 28, 2013

Issued: December 8, 2011

Number: OTC3643


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



Banner Health, dba
BANNER GOOD SAMARITAN OCCUPATIONAL HEALTH CLINIC
1300 North 12th Street, Suite 520
Phoenix, Arizona 85006

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid only for the location identified above.

License Effective:

From: **April 01, 2011** To: **March 31, 2012**

Issued: December 29, 2010

Number: **OTC 3911**


Recommended By:


Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED

PROPERTY OF THE
ARIZONA DEPARTMENT OF HEALTH SERVICES



Banner Health, dba
BANNER ESTRELLA OCCUPATIONAL HEALTH CLINIC
Promis Road Suite 235
Phoenix, Arizona 85037

This facility is licensed to operate as an **OUTPATIENT TREATMENT CENTER**

This license has been issued under the authority of Title 36, Chapter 4, Arizona Revised Statutes and pursuant to Department of Health Services' Rules, is not transferable and is valid for the period indicated above.

License Effective:

From: **November 1, 2011** To: **October 31, 2012**

Issued: August 11, 2011

Number: **OTC-3760**

Gregg J. J. J.
Received By: _____

Gregg J. J. J.
Issued By: Assistant Director

PURSUANT TO A.R.S. §41-1092.11 (A), UPON SUBMITTAL OF A TIMELY AND SUFFICIENT APPLICATION
THIS LICENSE WILL REMAIN IN EFFECT UNTIL REISSUED OR REVOKED.
TO BE FRAMED AND DISPLAYED IN A CONSPICUOUS PLACE

Staffing Levels

Banner Thunderbird Clinic

2 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant

1 Registered Nurse

4 certified medical assistants

1 case coordinator and 1 assistant case coordinator

2 front office staff

1 clinic manager

Banner Estrella Clinic

2 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant

1 Registered Nurse

3 certified medical assistants

1 case coordinator and 1 assistant case coordinator

2 front office staff

1 clinic manager

Banner Good Samaritan Clinic

2-3 Providers – always at least one physician, plus either a second physician, nurse practitioner or physician assistant (1 physician on weekends and evenings)

1 Registered Nurse

5 certified medical assistants

2 case coordinators

2-3 front office staff

1 clinic manager

Each clinic has a language line available at all times for translation. Bilingual staffing levels vary, but attempts are made to always have 1 bilingual staffing member available for Spanish translation.



Banner Occupational Health Services

(602) 747-8069

Banner On-Site Mobile Medical Services

We bring the services of Arizona's largest healthcare provider to your workplace. Our team of professional multidisciplinary healthcare providers offers comprehensive, efficient and confidential medical services.

Choose from a setup inside your facility or our licensed, fully-equipped 34 foot mobile unit, both in association with Banner's Phoenix metropolitan area hospitals and health care facilities. **There is no event too small or large for our mobile team!**

We provide medical services which are custom designed to meet each company's requirements and can be further adjusted to meet their individual specific needs.

We offer flexible scheduling for all shifts, eliminate liability traveling to offsite facilities and reduce employee's time away from the job.

Customized Medical Programs include but not limited to:

Specialty Exams (Professional Sports Physicals, Executive Physicals, DOT Physicals, Annual / Pre-Employment Physicals, POST Physicals).

Employer Wellness Programs

Medical Surveillance Exams

Testing and Monitoring Services:

Audiometric testing

Comprehensive laboratory testing

Vision testing

Cardiovascular evaluations (Electrocardiograms, Cardiac Stress Test, Echocardiograms)

Respiratory evaluations (Pulmonary Function Testing, Respirator Fit Testing)

Blood pressure screens, BMI testing, Body Fat Analysis, Flexibility and Strength testing.

Vaccines / Immunizations (international travel immunizations)

DOT / Non-DOT Drug Testing, Breath Alcohol Testing

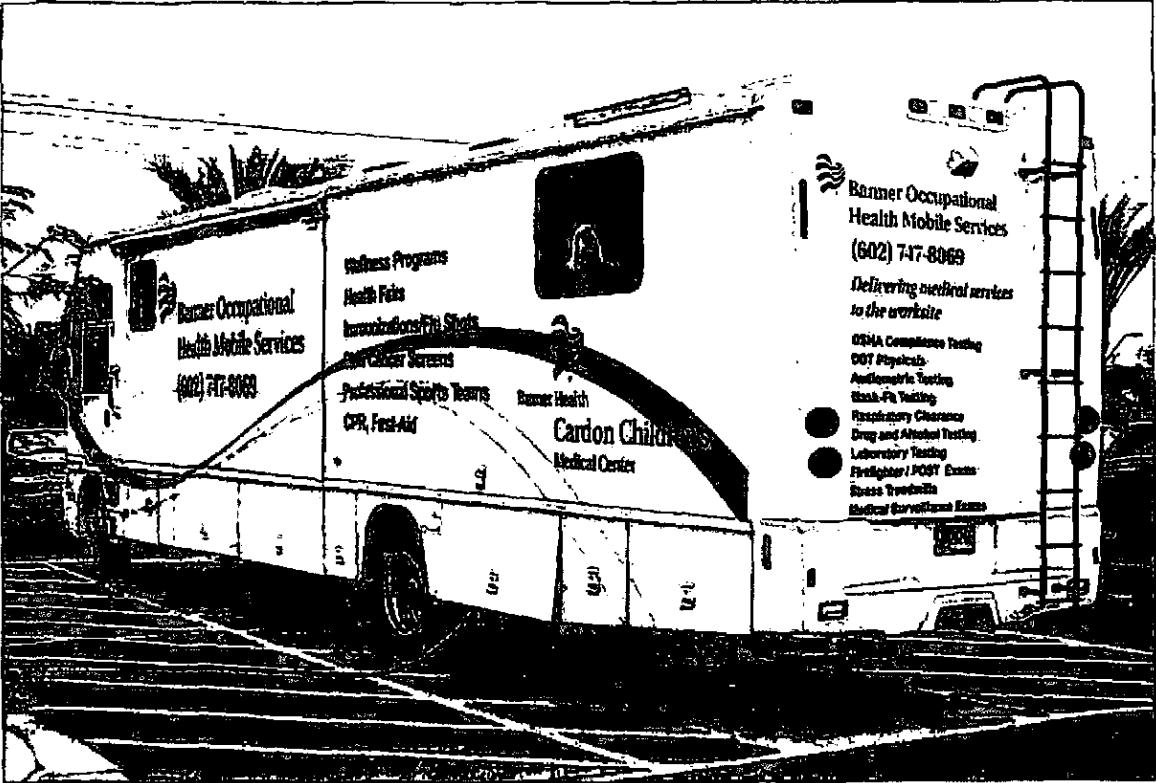
On-Site Health Fairs / Employer Wellness Programs

Finger Stick testing (Cholesterol, Glucose, Lipid Profile)

Educational Classes (CPR, First-Aid, Back Safety, Ergonomics, BBP)

Skin Cancer Screenings

Banner Occupational Health Mobile Van





TITLE: DOT Urine Drug Collection and Alcohol Screening			
Number:	Version: 2	Status:	
Type: Patient Care	Author: Rebecca Harvey		
Effective Date: June 2008	Original Date: August 2000	Review Date: June 2008	Deactivation Date:
Facility: Banner Occupational Health Services			
Entities: All locations in BOHS			
Population (Define): All patients and staff			
Replaces: DOT Drug and Alcohol Testing August 2000			
Approved by: Kurt Zangerle, M.D.			

TITLE: DOT Urine Drug Collection and Alcohol Screening

I. Purpose/Expected Outcome:

- A. To provide guidelines according to established procedures related to DOT Urine Drug Screening and Breath Alcohol Collections.

II. Definitions:

- A. DOT – Department of Transportation
- B. UDS – Urine drug screen
- C. BAT – Breath Alcohol Testing
- D. Split Sample – Separation of urine specimen into the primary bottle containing a minimum of 30 ml and the secondary bottle with a minimum of 15 ml of urine.
- E. CCF – Custody and control form (chain of custody)
- F. EBT – Evidential Breath Tester
- G. FMCSA – Federal Motor Carriers Safety Administration
- H. CFR – Code of Federal Regulations

III. Policy:

- A. All Banner Occupational Health Services (BOHS) facilities will have the ability to provide UDS and BAT as needed or as directed by employer protocol.
- B. Drug and alcohol testing procedures are conducted by contracted collection sites, laboratories, breath alcohol technicians and medical review officers. All BOHS collection facilities follow procedures established in 49 CFR Part 40.
- C. Qualified personnel trained in urine drug screening procedures will be available at all BOHS facilities during open business hours.
 - 1. Qualified personnel are site specific and include, but are not limited to:
 - a. Certified Occupational Health nurses
 - b. Registered nurses
 - c. Licensed practical nurses
 - d. Medical assistants
 - e. Occupational Technicians

IV. Procedure/Interventions:

- A. Drug Testing is divided in to the following areas:
 - 1. Pre-employment Testing



Policy Title: DOT Urine Drug Collection and Alcohol Screening

- a. The DOT requires split samples and DOT custody and control form (CCF). The medical review officer (MRO) validates all lab results.
 - b. Pre-employment testing must be done:
 - i. Before a new hire is permitted to perform any safety-sensitive function.
 - ii. When a person transfers into a safety-sensitive function from elsewhere in the company.
 - c. In order to perform safety-sensitive functions, the employee must have a verified negative test from drugs.
 - d. Exemption for Pre-employment Testing
 - i. Pre-employment drug testing is not required if:
 - (i) The employee participated in a drug testing program within the previous 30 days and either:
 - (a) was tested in the past six (6) months
 - (b) participated in a random drug testing program for the previous year.
 - (ii) If this exemption is used, the employer must obtain the following information from the employee's previous employers' drug testing program:
 - (i) name and address of employers
 - (ii) proof that the employee was tested
 - (iii) proof that the program conforms to part 40
 - (iv) proof that the employee is qualified to drive, and has not refused testing
 - (v) past test date
 - (vi) test results from the past six (6) months
 - (vii) any violations of drug prohibitions
 - ii. Post-accident Testing
 - a. Post-accident drug testing on the employee must be completed as soon as practical following an accident where:
 - i. A life was lost.
 - ii. Where the employer has determined is appropriate under their Administrations guidelines.
 - b. Post-accident drug testing should be done within 2 hours of accident and not over 32 hours of the accident. If testing cannot be done within this time limit, the manager must maintain a file that explains why the testing was not done. On request, these records must be provided to the DOT.
 - c. The employee must be ready for testing when available. This does not, however, prevent the employee from leaving the accident scene in order to request assistance or to receive medical care.
 - d. The results of a urine test for drugs that was conducted by a Federal, State or local official with independent authority for the test meets this requirement if:
 - i. the test conforms to the proper requirements of the rules
 - ii. the test result is provided to the employer.
 - e. Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. In order for employees to comply with this requirement they must be given this information prior to the performance of safety-sensitive functions.
 - f. A refusal to test will be treated as if the employee had a verified positive drug test.
3. Random Testing
 - a. Unannounced random drug testing must be completed each year.
 - b. Employees are randomly selected using a computer generated system either by the employer or BOHS if a participant in the UDS Program.
 - i. All random testing is unannounced and the dates for conducting the tests are spread throughout the calendar year.
 - ii. Employees selected for random testing must proceed immediately to the collection site once they have received notice
4. Testing for Reasonable Suspicion

- a. Testing can also be done if the manager has reasonable suspicion to believe that an employee's behavior or appearance may indicate drug use.
 - b. The determination to test for reasonable suspicion must be based on:
 - i. The observation of a supervisor or company official who has received the training required by the alcohol and drug ruling.
 - ii. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee.
 - iii. Observations can be made any time the employee is at work.
 - c. Documentation of the grounds to require drug testing for reasonable suspicion must be made and signed by the supervisor within 24 hours of the observed behavior or before the results of the test are released, whichever is earlier.
5. Return-to-duty and Follow-up Testing
- a. A return-to-duty drug test is required for an employee who violated the drug prohibitions of subpart B and is returning to a safety-sensitive function. A verified negative drug test is required in order for the employee to return to work.
 - b. Follow-up testing is required for an employee who returns to a safety-sensitive function.
 - c. Follow-up testing is administered as follows:
 - i. under the direction of a substance abuse professional
 - ii. a minimum of six (6) unannounced tests during the first year back in a safety-sensitive position
 - iii. testing cannot exceed five (5) years from the date of the employee's return-to-duty
 - iv. the substance abuse professional may terminate follow-up testing any time after the initial six (6) tests have been completed.
 - d. All Return-to-duty and Follow-up DOT collections are to be directly observed.
- B. Urine Collection
1. All UDS Collectors must attend formal Initial Collector Training prior to collection of any DOT drug screen.
 2. Additional Training is required every 5 years and after any collector-responsible fatal flaw.
 - a. Collector ensures that the name and address of the drug testing laboratory appear on the top of the CCF and the Specimen I.D. number on the top of the CCF matches the Specimen I.D. number on the label/seals.
 - b. Collector provides the required information in STEP 1 on the CCF. The collector provides a remark in STEP 2 if the donor refuses to provide his/her SSN or Employee I.D.
 - c. Collector gives a collection container to the donor for providing a specimen.
 - d. After the donor gives the specimen to the collector, the collector checks the temperature within 4 minutes of void and marks the appropriate temperature box in STEP 2 on the CCF. The collector provides a remark if the temperature is outside the acceptable range.
 - e. Collector checks the split specimen box. If it was an observed collection that box is checked and a remark is provided.
 - f. Donor watches the collector pouring the specimen from the collection container into the specimen bottles, placing the caps on the bottles and affixing the labels/seals on each.
 - g. Collector dates the specimen bottle labels after they are placed on the specimen bottles.
 - h. Donor initials the specimen bottle labels after they have been placed on the bottles.
 - i. Collector turns to Copy 2 (MRO copy) and instructs the donor to read the certification statement in STEP 5 and sign, print name, date, provide phone numbers, and date of birth after reading the certification statement. If the donor refuses to sign the certification statement, the collector provides a remark in STEP 2 on Copy 1.
 - j. Collector completes STEP 4 and immediately places the sealed specimen bottles and Copy 1 of the CCF in a leak-proof plastic bag, releases specimen package to the delivery service, and distributes the other copies as required. The MRO copy is to be faxed within 24 hours or the next business day. The original MRO copy is kept with the collector copy for 30 days.



C. MRO Records

1. Banner MRO's shall maintain records concerning drug tests performed in accordance with the following provisions:
 - a. All records shall be maintained in confidence and shall be released only in accordance with the provisions of 49 CFR Part 40.
 - b. Records concerning drug tests confirmed positive by the laboratory shall be maintained for 5 years. Such records include the MRO copies of the custody and control form, medical interviews, documentation of the basis for verifying as negative test results confirmed as positive by the laboratory, any other documentation concerning the MRO's verification process, and copies of dependency determinations where applicable.
 - c. Records of confirmed negative test results shall be maintained for 12 months.
 - d. All records maintained pursuant to this rule by each MRO are subject to examination by the DOT Administrator or the Administrator's representative at any time.
 - e. Should the employer change MROs for any reason, the Banner MRO's will forward all records maintained pursuant to this rule to the new MRO within 10 working days of receiving notice from the employer of the new MRO's name and address.
 - f. MRO services contracts shall ensure that contracts include a recordkeeping provision, including requirements for transferring records to a new MRO.

D. How Drug Testing is Done

1. Certified Laboratories
 - a. Drug testing is done by analyzing an employee's urine sample. This analysis can only be done at laboratories certified by the Substance Abuse and Mental Health Serviced Administration (SAMHSA) of the Department of Health and Human Services (DHHS). A listing of these laboratories is published every month in the Federal Register.
2. Testing Procedure
 - a. A screening test is performed on the primary sample. If this test is positive for one or more drugs, a confirmation test is required for each drug identified in the screening test.
 - b. The confirmation test must use a specialized procedure called "gas chromatography / mass spectrometry", which ensures that over-the-counter drugs are not reported as positive.
 - c. If the primary test sample is positive, the MRO notifies the employee to report the positive test and to determine if there is a medical reason for the drug use. If the employee can document why the drug is being taken and if the MRO finds it is a legitimate medical use, the test may be reported as negative to the employer.
 - i. The employee then has 72 hours to request a test of the split specimen.
 - (i) If the employee makes this request, the MRO directs the laboratory, in writing, to send the split specimen to another DHHS certified laboratory for the confirmation test.
 - (ii) If the employee has not contacted the MRO within 72 hours, but provides documentation that the MRO finds to be a legitimate explanation for failing to make contact, the MRO can order an analysis of the split specimen.
 - d. If the analysis of the split sample or the re-analysis of the single sample does not confirm the presence of a drug, the MRO cancels the test and reports this to the DOT, the employer and the employee.
 - e. All drug testing results are interpreted by the MRO. After this review, the results are given to the employer by any means of communication. Within three (3) days of the review, however, the MRO must provide the employer with a signed, written notification of the test results.
 - f. Blind Quality Control Samples will be completed when an employer or Consortia/Third Party Administrator (C/TPA) has an aggregate of 2000 or more DOT-covered employees. Blind Specimens will be purchased and sent in per DOT guidelines by Banner when the employer/C/TPA requests that service.
 - g. Whenever an employee makes an error in a drug screen collection or BAT which causes a test to be rejected for testing and cancelled (fatal flaw); error correction training will be done by a

qualified instructor within 30 days of notification of error. The employee will be retrained on the rules and regulations related to the error and complete 3 mock tests, one uneventful and two related to the error. The error correction training will be documented by the qualified instructor on an error correction log.

- h. For more details on drug testing, see part 40, "Procedures for Transportation Workplace Drug and Alcohol Testing Programs," subpart B.
- E. Alcohol Testing is divided into the following areas:
- 1. Post-accident Testing
 - a. Post-accident alcohol testing on the employee must be completed as soon as practical following an accident where:
 - i. A life was lost.
 - ii. The employee was cited for a moving traffic violation that involved:
 - (i) injury requiring medical treatment away from the scene, or
 - (ii) one or more vehicles having to be towed from the scene.
 - b. As defined by policy & procedure of contracted employer and employer authorizes/requests alcohol test
 - c. Post-accident alcohol testing should be done within two (2) hours of the accident. If the testing cannot be done within this time limit, the manager must maintain a file that explains why the testing was not done.
 - d. If a test is not done within eight (8) hours of the accident, it should not be done. A file explaining this decision must also be kept. Also document if blood testing could have been done, and by whom. On request, these records must be provided to the DOT and/or separate Administration.
 - e. The employee must be ready for testing when available. This does not, however, prevent the employee from leaving the accident scene in order to request assistance or to receive medical care.
 - f. The results of a breath or blood test for alcohol that was conducted by a Federal, State or local official with independent authority for the test meets this requirement if:
 - i. the test conforms to the proper requirements of the rules
 - ii. the test result is provided to the employer
 - g. Employees must submit to post-accident testing. If an employee refuses to be tested, he or she cannot continue on the job. In order for employees to comply with this requirement they must be given this information prior to the performance of safety-sensitive functions.
 - h. Note: A refusal to test will be treated as if the employee had an alcohol test result of 0.04 or greater.
 - 2. Random Testing
 - a. Unannounced random drug testing must be completed on a certain number of employees each year. The exact percentage is determined by the governing Administration at the beginning of each calendar year.
 - b. Employees are randomly selected by the employer or, if they have a Random UDS Program contract with BOHS, the program coordinator will generate a list of mathematically random employees for testing.
 - c. Random testing is done on a percentage basis. The FMCSA bases the minimum annual percentage required on the violation rate for the entire industry. This percentage is published annually in the Federal Register.
 - d. The minimum annual percentage rate for random alcohol testing is determined by each DOT Administration annually based on the previous year's results. The number of employees tested must be equal to but not less than the minimum required rate determined by the appropriate Administration.
 - e. Additional elements of the random alcohol testing requirement:



Policy Title: DOT Urine Drug Collection and Alcohol Screening

- i. All random testing must be unannounced and the dates for conducting the tests must be spread reasonably throughout the calendar year.
 - ii. Employers must require that employees selected for random testing proceed immediately to the collection site.
 - iii. Random alcohol testing can only be conducted just before, during or immediately after performing a safety-sensitive function.
 3. Testing for Reasonable Suspicion
 - a. Testing can also be done if the employer has reasonable suspicion to believe that an employee in a safety-sensitive job is behaving or their appearance may indicate alcohol use.
 - b. The determination to test for reasonable suspicion must be based on:
 - i. The observations of a supervisor or company official who has received the training required by the alcohol and drug ruling.
 - ii. Specific, clearly stated observations concerning the appearance, behavior, speech or body odors of the employee.
 - iii. Observations made just before, during, or just after the performance of safety-sensitive functions.
 - iv. Note: The supervisor who makes the observation and determines that reasonable suspicion testing should be done, may not conduct the alcohol test on the employee.
 - c. Alcohol testing for reasonable suspicion must be done within two (2) hours of the observation. If testing cannot be done within this time limit, the employer must maintain a file that explains why the testing was not done. Testing that cannot be done within eight (8) hours of the observation, should not be done. A file explaining this decision must also be kept. Also document if blood testing could have been done, and by whom. On request, these records must be provided to the DOT Administration.
 - d. Even if a reasonable suspicion testing could not be done, employees cannot report for duty or stay on the job while under the influence of alcohol or while impaired by alcohol as shown by behavior, speech or performance that indicates alcohol misuse. Employers cannot allow these employees to continue to perform safety-sensitive functions until:
 - i. A test is done and the employee show an alcohol concentration of less than 0.02, or
 - ii. The appropriate timeframe for that governing Administration has passed from the time of the initial observation.
 - iii. NOTE: Action cannot be taken against an employee regarding the misuse of alcohol unless an alcohol test was administered.
4. Return-to-duty and Follow-up Testing
 - a. A return-to-duty alcohol test is required for an employee who violated the alcohol prohibitions of subpart B and is returning to a safety-sensitive function. In order to return to work the test result must be less than 0.02 alcohol concentration.
 - b. Follow-up testing is required for an employee who returns to a safety-sensitive function. Follow-up alcohol testing can only be done just before, during, or just after the performance of a safety-sensitive function.
 - c. Follow-up testing is administered as follows:
 - i. under the direction of a substance abuse professional
 - ii. a minimum of six (6) unannounced tests during the first year back in a safety-sensitive position
 - iii. testing cannot exceed five (5) years from the date of the employee's return-to-duty
 - iv. the substance abuse professional may terminate follow-up testing any time after the initial six (6) tests have been completed.
5. Alcohol Testing and the Testing Technician
 - a. Alcohol Testing Devices and Form
 - i. Regardless of the type of alcohol testing done, the regulations require that all devices used be approved by the National Highway Traffic Safety Administration. Screening tests may

- be done using an approved evidential or non-evidential device. An EBT must be used for a confirmation test.
- ii. Only the approved "Federal Breath Alcohol Testing Form" may be used for DOT purposes. The form must provide three (3) copies:
 - (i) copy 1 for the employer
 - (ii) copy 2 for the employee
 - (iii) copy 3 for the breath alcohol technician
 - iii. Detailed information on alcohol testing, breath alcohol technician and the screening test technician (STT) is located in the Code of Federal Regulations, 49 CFR Part 40.
- b. Testing Procedure
- i. Alcohol testing must be done in an area that provides privacy for the employee and prevents any unauthorized personnel from seeing or hearing the test results. At the accident scene every attempt must be made to provide this privacy.
 - ii. The employee must provide identification to the technician and, if requested, the technician must provide identification to the employee.
 - iii. The technician completes step 1 on the "Breath Alcohol Testing Form" and the employee completes step 2. Refusal to sign the form is taken as refusal to be tested.
 - iv. Alcohol breath testing is done by having the employee blow forcefully into the mouthpiece of the EBT device for at least six (6) seconds or until the device indicates that an adequate amount of breath has been obtained.
 - v. Saliva testing is done by inserting a swab into his/her mouth and saturating it with saliva. After the saliva is collected, the swab must be inserted into a testing device.
 - vi. Note: An individually sealed mouthpiece must be opened in view of the employee.
 - vii. A screening test is done initially, followed by a confirmation test if necessary.
 - viii. The technician must show the employee the result as displayed on the testing device, then enter the required information on the form.
 - ix. If the reading is less than 0.02, the test is completed and the technician distributes the forms.
 - x. If the reading is 0.02 or over, a confirmation test must be done using an EBT. This test must be completed no sooner than 15 minutes after the screening test, but within 30 minutes of that test. The employee will be instructed not to eat, drink, put anything in the mouth, or, to the extent possible, belch. The technician will explain that these steps are to the employee's benefit because they prevent the accumulation of the mouth alcohol, which could lead to an artificially high reading. A new mouthpiece is used for the confirmation test. If a different BAT is used to conduct the confirmation test, a new testing form must also be used.
 - xi. Note: An EBT device that prints out the results, date, and time of the test must be used for the confirmation test.
 - xii. If the screening and confirmation test results are not the same, the confirmation test result is deemed to be the final result upon which actions can be taken.
 - xiii. The technician must show the employee the results as displayed on the EBT device.
 - xiv. The technician and the employee sign and date the test form.
 - xv. Test results are immediately given to the designated employer representative in a confidential manner.
 - xvi. If the employee refuses to be tested or to sign the testing form, the BAT notes this action in the remarks section of the form and notifies the employer immediately.
 - xvii. If the employee is unable or states that he/she is unable to provide adequate breath or saliva for testing:
 - (i) the technician will make another attempt to have the employee complete the test
 - (ii) if the employee still cannot provide adequate breath, the technician will note this action in the remarks section of the form and notify the employer immediately (if there is still



Policy Title: DOT Urine Drug Collection and Alcohol Screening

insufficient saliva, the technician shall notify the employer and administer a testing using an EBT)

(iii) the employer will require the employee to be evaluated by a physician acceptable to the employer concerning the employee's medical ability to provide an adequate amount of breath

(iv) if the physician determines and provides a written statement that a medical condition could prevent the employee from completing the test, the result cannot be regarded as a refusal to test.

c. **The Alcohol Technician**

i. *All alcohol testing must be done by a breath alcohol technician who has been trained and certified in the use of the testing device and the testing procedure. BOHS contracted collection companies and all BOHS sites will provide Breath Alcohol Technicians.*

V. Procedural Documentation:

- A. DOT Custody and Control Form
- B. DOT Alcohol Testing Form

VI. Additional Information:

- A. N/A

VII. References:

- A. 49 Code of Federal Regulations Part 40
- B. DOT Urine Collection Guidelines
- C. DOT Model Course - Breath Alcohol Student Handbook

VIII. Other Related Policies/Procedures:

- A. N/A

IX. Cross Index As:

- A. UDS
- B. BAT
- C. Drug Screening

X. Attachments:

- A. N/A



TITLE: BOHS Quality Assurance Program			
Number:		Version:	
Type: Administrative		Author: Education Program Manager	
Effective Date: 1/25/2012	Original Date: 4/22/2002	Approval Date: 1/25/2012	Deactivation Date:
Facility:			
Population (Define): All Employees, Patients, Physicians, Volunteers, Visitors, General Public			
Replaces:			
Approved by:			

TITLE: *BOHS Quality Assurance Program*

I. Purpose/Expected Outcome:

- A. To assure the highest quality health care to BOHS patients and services to our clients.
- B. Provide appropriate follow-up on service issues complaints.

II. Definitions:

- A. BOHS means Banner Occupational Health Services
- B. Mid-Levels means all nurse practitioners and physician assistants
- C. Providers mean MD, DO

III. Policy:

- A. Banner Occupational Health Services will select and hire employees of the highest quality and are meet all expectations of their job description.
 - 1. BOHS will provide all employees orientation and training required for position and continuing education as needed for job requirements
- B. Continuous Quality Monitoring will be done on all employees and include chart reviews for all Providers, Mid-Levels and Clinic Staff
- C. Customer complaints will be handled on an individual basis according to how it was received and forwarded to the appropriate person for follow-up.

IV. Procedure/Interventions:

- A. Employee Selection
 - 1. All Medical Assistants must have completed an accredited Medical Assistant Program.
 - 2. Physicians must be Board Certified, preferably in Environmental/Occ Health, Internal Medicine, Family Practice, or Emergency Medicine
- B. Orientation and Training
 - 1. Following General Banner Health System Orientation, BOHS provides an Orientation Program for all new employees.
 - 2. Front and Back Office employees are assigned to an experienced preceptor. No skills are to be performed independently until checked off as "competent" for that skill.
 - 3. Back-Office, and some select front office personnel, will attend the BAT and UDS Collector classes. Classes are provided monthly and are scheduled through the Education Program Manager.



CONTRACT AMENDMENT

Materials Management Procurement
 9875 N. 85th Ave., 2nd Fl.
 Peoria, AZ 85345
 Telephone: (623) 773-7115
 Fax: (623) 773-7118
 Buyer: Lisa Houg

Solicitation No. P12-0028 Page 1 of 1
 Description: Occupational Medical and Drug Testing Services
 Amendment No. Six (6) Date: March 10, 2015

In accordance with the Contract Special Terms and Conditions, **Contract Extension**, the above referenced contract shall expire on June 30, 2015. The contract is being extended and the **new contract term is July 1, 2015 – June 30, 2016**.

Contractor hereby acknowledges receipt and agreement. A signed copy shall be filed with the City of Peoria, Materials Management Division.

_____	_____	Roberta K. Carlson, VP of OPS	Banner Occupational Health
Signature	Date	Typed Name and Title	Company Name
525 W. Brown Road		Mesa	AZ 85201
Address		City	State Zip Code

Attested By:

Rhonda Geriminsky, City Clerk

Director: Julie Ayers, Human Resources Director

Department Rep: Christine Nickel, Human Resources Manager

_____ CC Number

ACON26912F
 _____ Contract Number

Approved as to Form: Stephen M. Kemp, City Attorney

The above referenced Contract Amendment is hereby Executed

_____, _____, at Peoria, Arizona

City Seal
 Copyright 2003 City of Peoria, Arizona

Official File

Dan Zenko, Materials Manager

AMENDMENT NO. 1
TO
THE LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BANNER OCCUPATIONAL HEALTH SERVICES
(City of Peoria Contract P12-0028, Contract No. C-9569)

This Amendment No. 1 (Amendment) to the Linking Agreement with Banner Occupational Health Services (“Agreement”), is entered into as of _____ day of _____, 2015 (“Effective Date”), by and between the City of Glendale, an Arizona municipal corporation (“City”) and Banner Occupational Health—Arizona, LLC dba Banner Occupational Health Services, an Arizona limited liability company (“Contractor”).

RECITALS

- A. City and Contractor previously entered into a Linking Agreement between the City of Glendale and Banner Occupational Health Services, Contract No. C-9569, dated January 7, 2015 (“Agreement”) pursuant to City of Peoria Contract No. P12-0028; and
- B. The original City of Peoria Contract had an initial one-year term beginning July 1, 2012 through June 30, 2013 and provided the option to extend for an additional four (4) years in one-year increments.
- C. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

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

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term.** The term of the Agreement is extended for a one-year period from June 30, 2015 through June 30, 2016 unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement shall remain in their entirety.
- 3. **Scope of Work.** The Scope of Work is unchanged.

4. **Compensation.** Contractor's compensation as provided in Exhibit B of the agreement is hereby amended as set forth in Exhibit B-Amendment No. 1, attached hereto. The annual compensation of the Agreement is amended to not exceed \$110,000 annually.
5. **Insurance Certificate.** The existing insurance certificate is expiring and a new certificate applying to the extended term is required and must be received by the Contract Specialist prior to the execution of this Amendment.
6. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Banner Occupational Health—Arizona,
LLC dba Banner Occupational Health
Services, an Arizona limited liability
company
c/o Roberta K. Carlson
525 W. Brown Road
Mesa, AZ 85201

By: _____
Its: _____

EXHIBIT B – AMENDMENT NO. 1

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
BANNER OCCUPATIONAL HEALTH SERVICES**

AMENDED COMPENSATION

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required for Scope of Work must not exceed \$110,000 annually.



Legislation Description

File #: 15-333, **Version:** 1

AUTHORIZATION TO AWARD CONTRACT TO EMPLOYERS DENTAL SERVICES FOR HMO DENTAL

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

Purpose and Recommended Action

This is a request for City Council to approve and direct the Acting City Manager to enter into a contract with Employers Dental Services for HMO employee dental insurance covering City of Glendale Active employees, Retiree's and COBRA participants for the Fiscal Year 2015-2016 and authorizing the City Manager the option to extend the term of this contract four (4) additional years in one (1) year increments.

Background

The City has traditionally offered an HMO dental plan to employees. Currently there are 232 employees enrolled in this plan. The City entered into the existing contract with Employers Dental Services on July 1, 2011 which was subsequently approved for an extension by City Council through June 30, 2015. During that time, there have been no increases in premiums incurred by the plan participants.

Analysis

In October 2014, Human Resources began the RFP process in conjunction with Segal Consulting, for Dental, Vision, and Life Insurance and administrative services for Disability benefits. An evaluation committee comprised of Segal Consulting and employees from Human Resources, Police, Fire, Community Services, and Public Works reviewed the proposals for HMO dental insurance. Employers Dental Services was ultimately selected as the vendor that best matched both the needs of the employees and the city.

Through the RFP process, the pricing for HMO dental insurance has decreased 0.3% saving the city approximately \$155.00/year. In addition, Human Resources recommends changing from a 2-tier to a 3-tier premium structure which coincides with our medical plan rate structure. This change will also result in a lower premium for those employees with only one dependent and a slightly higher premium for those employees with more than one dependent. The City and the employees will continue to share the cost and the percentage of contribution the City makes will remain the same.

Previous Related Council Action

On December 10, 2013, Council ratified the original contract with Employers Dental Services which was effective July 1, 2011.

On May 13, 2014, Council approved the extension of existing contract with Employers Dental Services through June 30, 2015.

At the March 24, 2015 City Council Budget Workshop, staff presented FY15-16 dental HMO insurance rate information for employees and retirees.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$55,310	2580-18210-541200 Dental HMO - Employees
	2580-18210-541800 Dental HMO - Retirees

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Employers Dental Services

A member of



ACKNOWLEDGEMENT LETTER

April 28, 2015

Ms Vicki Moss
Benefits Administrator
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

RE: Prepaid Dental Insurance RFP 15-03

Dear Ms. Moss,

Employers Dental Services is pleased to be awarded the contract for the City of Glendale's Prepaid Dental Insurance. Our entire proposal to RFP 15-03 will act as the official contract terms. Below is a summary of the plan benefits, contract dates and premiums for your plan year beginning July 1, 2015.

Contract Dates: July 1, 2015– June 30, 2016

Contract Rates:

Employee Only	\$ 8.00/Month
Employee + One Dependent	\$15.60/Month
Employee + Family	\$25.60/Month
Administration Fee	Waived
Schedule of Benefits	EDS100N

We value our relationship with the City of Glendale and hope to continue to provide affordable dental insurance to your employees for the years to come. Please contact me at (602) 266-3424 ext. 135 if I can be of any assistance.

Sincerely,

Deborah Rosales

Deborah Rosales
Account Manager

Employers Dental Services

A member of



ACKNOWLEDGEMENT LETTER

April 28, 2015

Ms. Vicki Moss
Benefits Administrator
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

RE: Prepaid Dental Insurance RFP 15-03

Dear Ms Moss,

Employers Dental Services is pleased to be awarded the contract for the City of Glendale's Prepaid Dental Insurance. Our entire proposal to RFP 15-03 will act as the official contract terms. Below is a summary of the plan benefits, contract dates and premiums for your plan year beginning July 1, 2015.

Contract Dates: July 1, 2015– June 30, 2016

Contract Rates:

Employee Only	\$ 8.00/Month
Employee + One Dependent	\$15.60/Month
Employee + Family	\$25.60/Month
Administration Fee	Waived
Schedule of Benefits	EDS100N

We value our relationship with the City of Glendale and hope to continue to provide affordable dental insurance to your employees for the years to come. Please contact me at (602) 266-3424 ext 135 if I can be of any assistance.

Sincerely,

Deborah Rosales
Account Manager

Accepted:

CITY OF GLENDALE, an Arizona
municipal corporation

By _____
Dick Bowers
City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Employers Dental Services

A member of



2014
**MASTER CONTRACT OF TERMS AND CONDITIONS
FOR THE EMPLOYERS DENTAL SERVICES PREPAID DENTAL PLAN
(Master Contract)**

**I
INCEPTION DATE AND TERMS**

This Master Contract made and entered into this _____ day of _____, **20**____, by and between **EMPLOYERS DENTAL SERVICES** (hereinafter sometimes referred to as the "Company") and _____ (hereinafter referred to as the "Employer Group")

This Agreement shall be effective the **1st** day of _____ **July**____, **2015** and shall be continued thereafter according to the provisions of the Master Contract, unless sooner terminated as provided in Master Contract

**II
DEFINITIONS OF CERTAIN TERMS USED HEREIN**

- 1 "A A C" means the Arizona Administrative Codes
- 2 "A R S" means Arizona Revised Statutes
- 3 "Act" means A R S Title 20, Chapter 4, Article 7, pertaining to Prepaid Dental Plan Organizations
- 4 "Available Dental Service" means any service or treatment by or under the direction of the Member's chosen EDS General Dentist which is essential for the necessary care of a member's teeth, but only if it is listed in the Schedule of Benefits and performed in accordance with the Plan.
- 5 "Dentist" means any Dentist practicing dentistry as provided by A R S. §32-1202
- 6 "Dependent Services" means professional services available with respect to the eligible dependents of a subscriber
- 7 "EDS" or "Company" means Employers Dental Services, an Arizona corporation
- 8 "EDS General Dentist" is contracted through Employers Dental Services to perform the dental services to the EDS members. The EDS General Dentist will facilitate the care of the EDS member which may include referrals to EDS contracted specialists
- 9 "Employee" means an employee of the employer.
- 10 "Employer" means an employer who has executed a Master Contract with EDS
- 11 "Guarantee Period" means the length of time, usually twelve months from contract inception or last renewal, that the Prepaid Charges and or the plan design will remain unchanged.
- 12 "Member" means an employee and/or eligible dependent who have applied for the Plan and have been accepted by EDS and is entitled to receive dental services under this Master Contract, and any subsequent renewal notifications and is a "member" of the Plan as defined in A R S §20-1001(1).
- 13 "Member Cost" means the amount of expenses for which a Member electing Contributory Services will be responsible for paying to the EDS general dentist performing such services.
- 14 "Member Cost Services" means professional services which the member must specifically elect, the cost of which the member is required to pay as Co-Payment charges
- 15 "Member Services" means professional services available to a member with respect to the member
- 16 "Open Enrollment" each Employer Group has an open enrollment period during the month preceding the annual anniversary or renewal notification date. During the open enrollment period employees of the employer may make changes, additions, or deletions to their enrollment coverage with EDS
- 17 "Plan" means Prepaid Dental Plan offered by EDS to Employer Groups pursuant to the Act and consisting of, the Master Contract and any subsequent renewal notifications
- 18 "Prepaid Charges" means the monthly charges that the Employer will be responsible to pay pursuant to the Master Contract or any subsequent renewal notification
- 19 "Professional" means a Dentist or other person qualified and authorized to perform dental treatment under the supervision of a Dentist and pursuant to the laws of the State of Arizona
- 20 "Renewal Notification" means the correspondence from EDS to the Employer Group upon the Employer Group's annual anniversary date. The Renewal Notification will describe any new premium rates and/or Schedule of Benefits becoming effective upon the Anniversary or renewal date of the Employer Group
- 21 "Schedule of Benefits" means the Schedule of Prepaid Dental Benefits referred to in the Master Contract and any subsequent renewal notifications
- 22 "Subscriber" means an employee who has met the eligibility requirements and has applied for the Plan through an Employer Group, under the terms and conditions set forth herein

23 "Waiting Period" means the time between the employee's date of hire and the date which the employee is eligible for EDS dental benefits. The Employer Group establishes the waiting period at the time of the initial contract or any subsequent addendum presented in writing and accepted by EDS

III DESIGNATION OF SERVICES

On behalf of the Employer Group, EDS has arranged for the services of qualified Professionals and their staff to participate in the Prepaid Dental Plan as set forth herein

EDS shall not (and does not agree, nor shall be required, to) perform any dental services or do anything herein (notwithstanding any provisions hereof) that would, under the applicable laws and regulations, constitute the practice of dentistry. Any provision of this Master Contract to the contrary notwithstanding, the sole responsibility and obligation of EDS shall be to engage in the design and administration of the Prepaid Dental Plan and to use its best efforts to obtain the services of qualified Professionals and their staffs to provide and perform the applicable available dental services to Members. EDS does not market its prepaid dental plan unless EDS has obtained or will obtain the services of professionals in the geographic area of the employer's place or places of business. EDS will provide information regarding the location of its facilities to prospective members. However, EDS cannot ensure access to professional services to individuals who live outside of the geographic areas in which EDS provides the services of professionals

EDS does not dictate the office practices of the contracted providers, i.e. office hours, treatment plans, availability of dentists in a specific dental facility, etc

IV ELIGIBILITY

1 Current Employees who meet the Employer group requirements for benefit eligibility

- A the Employee performs the duties as directed by the Employer
- B the Employee has completed service with the Employer so as to satisfy the waiting period requirement contained in the Master Contract or any subsequent addendum of the Employer
- C the Employee works a minimum of 20 hours per week for the Employer

2 Enrollment and Effective Date for Employees and Applicable Dependents

Employees and dependents that are eligible for the EDS prepaid dental plan may enroll as follows:

- A After satisfying the Employer Group's eligibility requirements and Waiting Period
- B At the initial effective date of the Employer Group, EDS will accept all applications from any current employees, thus waiving the contracted Waiting Period for this enrollment period
- C At the Employer Group's open enrollment period.
- D The Employee or Subscriber may enroll or make changes to their dependent status due to a qualifying life style event (i.e. marriage, divorce, birth, adoption, loss of coverage, etc.) Verification of qualifying event may be requested by EDS
 - a. To add or delete any dependent(s) from the plan, a new enrollment card must be submitted to the employer group's benefit contact and forwarded to EDS within 31 days of the status change. All changes will become effective on the first of the month following the status change and acceptance of the change by EDS
- E Employees or dependents, not enrolled at time of initial eligibility, are not eligible to enroll until the employer group's next annual open enrollment period, except as may be described in "D" above
- F Employer group is responsible for verification of dependent eligibility as described herein. Errors in dependent coverage will be addressed under the terms of Clerical Error, Section VII, Paragraph 2

The Employee must complete the EDS or Employer Group's authorized enrollment form and submit to the Employer Group's benefit contact. The Subscriber's coverage will be effective the first of the month after satisfying any of the above eligibility requirements. To be eligible, EDS must receive the Employee's application within 31 days of the qualifying event. Late entrants will be returned to the Employer Group as ineligible.

3 Dependent

- your spouse, if your spouse:
 - is not in the Armed Forces of any country; and
 - is not covered under this Master Contract as a Subscriber
- your dependent child (or Children) as defined below:
 - Your natural or legally adopted child, if your child:
 - is not in the Armed Forces of any country; and
 - is not insured under the Master Contract as a Subscriber
 - your stepchild (or Children) if that child:
 - meets the requirements above
 - your foster child (or Children) if that child:
 - meets the requirements above; and
 - lives with you; and

- receives principal support from you; and
- is approved in writing by EDS as a Dependent Child.

Your employees may be able to elect coverage for their eligible dependents. The Employer defines eligible dependent(s)

Dependent Child will include any child covered under a Qualified Medical Child Support Order (QMCSO) as defined by applicable federal law and state insurance laws that are applicable to this Master Contract, provided the child meets this Master Contract's definition of a Dependent Child.

Your Developmentally disabled child regardless of age. Developmental disability means a Dependent Child's substantial handicap, as determined by EDS, which results from mental retardation, cerebral palsy, epilepsy, or other neurological disorder; and is diagnosed by a Medical Doctor as a permanent or long term continuing condition.

4. Domestic Partner

A Subscriber's Domestic Partner, if the Subscriber and the Domestic Partner complete and submit a Declaration of Domestic Partnership that is approved by EDS

A. Subscriber's opposite or same sex life partner, provided:

- a. the partner is not in the armed forces of any country; and
- b. the partner is not covered under this Master Contract as a Subscriber; and
- c. the partner is at least 18 years of age; and
- d. neither the partner nor the Subscriber is married; and
- e. neither the partner nor the Subscriber has had another Domestic Partner in the 6 month period preceding the date of the signed Declaration of Domestic Partnership; and
- f. the partner is not a blood relative of the Subscriber; and
- g. the partner and the Subscriber have shared the same residence for at least six consecutive months and continue to do so; and
- h. the partner and the Subscriber are each other's sole life partner and intend to remain so indefinitely; and
- i. the partner and the Subscriber are jointly responsible for each other's financial welfare; and
- j. the partner and the Subscriber are not in their relationship solely for the purpose of obtaining insurance coverage.

B. Coverage for a Domestic Partner will be in force on the later of:

- a. the date coverage would become effective for a Dependent under the terms of the Master Contract, or
- b. the date EDS approves the Domestic Partner's status as a dependent.

C. Dependent Coverage (Child)

Domestic Partner's child who otherwise qualifies under the Eligibility of EDS or if the Subscriber or Domestic Partner is the child's guardian by court order.

D. Termination of Domestic Partner or Domestic Partner's Dependent Child Coverage

- a. the last day of the month in which the Subscriber is eligible
- b. the last day of the calendar month in which the Domestic Partner or Domestic Partner's Dependent Child ceases to be a Dependent. However, a Domestic Partner who no longer resides with the Subscriber will not cease to be a Dependent until the Declaration of Termination of Domestic Partnership has been received by EDS, provided the Domestic Partner otherwise continues to be a dependent.

E. COBRA Continuation

COBRA Continuation is not available to Domestic Partners or to Domestic Partner's Dependent Child.

5. Dependent status changes must be reported to EDS within 31 days of the qualifying event. A qualifying event includes:

- a. a newly born child of the Subscriber, from the moment of birth
- b. an adopted child by the Subscriber, regardless of age at which child was adopted
- c. a child placed for adoption with the Subscriber and for whom application and approval procedures for adoption pursuant to ARS 8-108 have been completed
- d. marriage of Subscriber

Subscriber's application and payment of required premiums or Prepaid Charges within 31 days of the qualifying event.

V SUBSCRIBER TERMINATION

Except as provided in Section VI, Paragraph 3 below, the Member Services and Dependent Services available for a Subscriber and the Subscriber's Eligible Dependents shall automatically terminate on the first to occur of the following events:

1. Termination of the Master Contract of the Employer
2. The failure of any Member to make a required copayment, including missed appointment fees. EDS reserves the right to terminate coverage upon 30 days written notice to the Member and Employer Group subject to the Grievance and Appeals process.
3. In the event the Member, after reasonable efforts, is unable to maintain satisfactory dentist/patient relationship with a provider, EDS reserves the right to terminate coverage upon 30 days written notice to the Subscriber and Employer Group subject to the Grievance and Appeals process.

- 4 Termination of the Subscriber's employment with his Employer
 Cessation of active employment duties (other than for disability) of Subscribers eligible for services hereunder shall be deemed to be termination of employment, except that if active employment duties cease because the Subscribers is:
- pensioned
 - retired
 - temporarily laid-off or granted leave of absence
- Employment is deemed to continue if the charges for participation continue to be paid through the Employer
 Dependent Services available to any dependent of a Subscriber shall terminate when the person ceases to be an:
- eligible dependent or, if earlier,
 - upon the termination of the services available for the Subscriber, or
 - upon failure to pay any amounts required to be paid for such services within the time period allowable
- 5 EDS reserves the right to refuse coverage to any individual and/or their dependents

VI GROUP TERMINATION

- 1 Intent to terminate this agreement must be received in writing by the 20th of the month prior to the end of the initial Guarantee Period or the renewal period. Liability for premium will terminate effective the first of the month following receipt of written notification to EDS of intent to terminate. If the Employer Group fails to provide EDS with the proper written notification, the Employer Group is liable for all outstanding amounts
- 2 In the event the Employer Group terminates this contract prior to the end of the Guarantee Period set forth in the original proposal or renewal notification, the Employer Group may be charged a cancellation fee. The cancellation fee may be equal to twice the average monthly Prepaid Charges (or Premium) by the Employer Group prior to the cancellation date and shall be payable on the cancellation date
- 3 In the event that EDS is unable, by using its best efforts, to obtain the services of qualified Professionals and their staff to render the "Available Dental Services" to Members, under a particular Master Contract, for a period of thirty (30) days after the date upon which such services first became unavailable, then and in that event, such Master Contract shall terminate without further obligation of any of the parties to the other, or to any Member entitled to services thereunder, except for the payment of any money which may then be due

In the event that performance of the terms and conditions of this Master Contract, or any agreement with which EDS has a General Dentist in connection therewith is rendered invalid or impossible to perform or illegal by act of government authority, this Master Contract shall terminate without further obligation of either party to the other, or to any Member entitled to services hereunder, except for the payment of any money which may then be due
- 4 CONTINUATION: This Master Contract shall be continued in force by payment by the Employer Group at the rates as set forth in this contract and in subsequent renewal notification(s)
- 5 REINSTATEMENT: By agreement between EDS and the Employer Group, a Master Contract that is canceled for non-payment of prepaid charges may be reinstated within ten (10) business days from the date of EDS written notification of termination, with no lapse in coverage. EDS shall require payment of: a) all Prepaid Charges due, b) three to twelve months Prepaid Charges or as may be determined by EDS in advance, plus c) a reinstatement fee calculated at a specified percentage to be determined by EDS. EDS shall not guarantee that Subscribers will be assigned to the same contracted dental provider. EDS reserves the right to decline reinstatement of the Employer Group
- 6 RE-CONTRACTING: By agreement between EDS and the Employer Group, an Employer Group whose Master Contract was canceled for non-payment of Prepaid Charges and who does not qualify for reinstatement of their plan may re-contract. EDS will not accept payment of any Prepaid Charges from the effective date of termination to the effective date of the new contract. EDS will not accept liability for any dental services provided during the lapse in coverage. A new Master Contract will be initiated, which may include a change in the monthly Prepaid Charges and the Schedule of Benefits offered. The Employer Group may be required to pay: a). three to twelve months Prepaid Charges or as may be determined by EDS in advance, plus b). a re-contracting fee calculated at a specified percentage to be determined by EDS. EDS shall not guarantee that Subscribers of the Employer Group will be assigned to the same contracted dental provider. EDS reserves the right to decline re-contracting with the Employer Group
- 7 COBRA: Each Subscriber covered under the Plan will be eligible to continue coverage upon the occurrence of a "qualified event" as defined in Section 162(k)(3) of the Internal Revenue Code of 1986, as amended, in accordance with the provisions of United States Law 99-272, Title X; such Public Law being commonly known as COBRA.
- 8 SECTION 125 (CAFETERIA PLANS) EDS will work with the Employer Group with regards to employer paid or payroll-deduction voluntary programs (Section 125). EDS will adhere to all current IRS rules and regulations pertaining to Section 125

VII PREPAID CHARGES

- 1 ~~CALCULATION AND ADJUSTMENT: The amount charged for each month of service to the Employer Group shall be the current rate of Prepaid Charge(s) applied against the number of Subscribers under each benefit tier.~~
- A. Prepaid Charges are due in advance by the twentieth (20th) day of the month prior to the inception date appearing on the Master Contract and then by the tenth (10th) of each month of service thereafter while this agreement is in effect unless otherwise agreed upon in writing by the Employer Group and EDS
 - B. If the Employer Group fails to provide written notification of termination within two months of the termination date, the Employer Group is liable to EDS for any Prepaid Charges and/or costs associated with tardy notification

C EDS reserves the right to establish a new monthly rate and or plan design after the initial guarantee period with 30 days notice to the Employer Group or as stated in this Master Contract

2 CLERICAL ERROR:

- A. Failure of the Employer Group to furnish EDS proper records of a participating Subscriber or his Eligible Dependents shall not deprive such member of any participation based on waiting period or open enrollment requirements Enrollment will be effective on the first of the month following receipt of complete enrollment information by EDS.
- B If the Employer Group fails to provide written notification of termination of a Subscriber or his dependents within two months of the termination date, the Employer Group is liable to EDS for any Prepaid Charges and/or costs associated with tardy notification

3. PAYMENTS:

- A If payment of Prepaid Charges is not received by EDS on or prior to the designated due date, a late charge (determined by EDS) may be assessed on any unpaid balances at the current rate in effect on the due date
- B If any payment made by an Employer Group is returned by EDS Financial Institution unpaid, a return payment fee, determined by EDS, may be charged
- C Payments of the Prepaid Charges must be submitted to EDS from the Employer Group's business account. Without exception, the Employer Group shall be fully liable for all Prepaid Charges due under this agreement.
- D All charges are payable by each Employer Group at PO Box 53576, Phoenix, Arizona 85072-3576, or at such other address that EDS may designate in writing. If an Employer Group does not pay any charge when due, then its Master Contract may be terminated by EDS except as provided herein
- E If, after reconciliation of the Employer Group account, the amount paid for any period is less than the amount due, the Employer Group shall pay the balance to EDS at the next billing cycle, or, if more, EDS shall then return the excess to the Employer Group upon request, reflected on the next billing statement or at termination of this contract

4 GRACE PERIOD: After an Employer Group has paid the initial Prepaid Charge and until the Master Contract has been terminated for any reason as set forth herein, or EDS has given notice of its refusal to continue such Master Contract, an Employer Group shall have a grace period of thirty (30) days from the date any monthly Prepaid Charge is due by such Employer Group for the payment of such Prepaid Charge, during which time such Master Contract shall remain in force. If an Employer Group fails to pay within the grace period, its Master Contract shall automatically terminate at the expiration of the grace period and such Employer Group shall be liable to EDS for the payment of all amounts then due and unpaid including the Prepaid Charge for the grace period

**VIII
CONTRIBUTORY SERVICES
(Co-Payment Services)**

The member shall pay all member costs directly to the dentist rendering services

**IX
SERVICES INCURRED**

Dental Services on the current Schedule of Benefits will be deemed incurred:

- 1. For an appliance, or modification of an appliance, on the date the impression is made;
- 2. For a crown, bridge or gold restoration, on the date the tooth or teeth are initially prepared;
- 3. For all other dental services listed on the current Schedule of Benefits, on the date of service;

except that if such date is after the date of termination of a Subscriber's or Dependent's participation, but within three (3) months thereafter, such service will be deemed incurred on the day immediately preceding the date of termination of such participation if such service or treatment is a continuation of dental services which actually commenced prior to the date of termination of such participation, but only that service or procedure in progress will be so deemed

**X
EMERGENCY CARE BENEFIT CLAIMS**

1 PROOF OF LOSS: Notice of a claim for emergency care benefits must be sent to EDS within 90 calendar days after the date of the loss. Receipt of claim will be considered to be met when EDS receives proof of loss. Proof of loss is a copy of the attending dentist's statement, that which includes the patient's name, Member's name (if different from patient's name), provider of services, dates of service, diagnosis, description of Treatment or Service, (including CDT code (s)) performed, and the extent of the loss. EDS may request additional information to substantiate loss. Failure to comply with EDS' request could result in declination of the emergency care benefit claim. EDS may also require x-rays, dental charts, and other evidence needed to determine the dental condition treated and the services provided

2 PAYMENT, DENIAL AND REVIEW:

- A The Employee Retirement Income Security Act (ERISA) permits up to 30 calendar days from receipt of claim for processing the claim. If a claim cannot be processed due to incomplete information, EDS will send a written explanation prior to the expiration of the 30 calendar days. The claimant

is then allowed up to 45 calendar days to provide all additional information requested. EDS will render a decision within 15 calendar days of either receiving the necessary information or upon the expiration of 45 calendar days if no additional information is received

- B In actual practice, benefits under this Prepaid Dental Plan may be payable sooner, provided EDS receives complete and proper proof of loss. If a claim is not payable or cannot be processed, EDS will submit a detailed explanation of the basis for its denial. State law may also require a shorter period for processing claims
 - C A claimant may request an appeal of a claim denial by written request to EDS within 180 calendar days of receipt of the notice of denial. EDS will make a full and fair review of the claim. EDS may require additional information to make the review. EDS will notify the claimant in writing of the appeal decision within 60 calendar days of receiving the appeal request. The first level of appeal review must be completed before filing a civil action or pursuing any other legal remedies
 - D For purposes of this section, "claimant" means Member or Dependent
- 3 LEGAL ACTION: Legal action to recover benefits under this Prepaid Dental Plan may not be started earlier than 60 calendar days after required proof of loss has been filed and before the appeal procedures have been exhausted. Further, no legal action may be started later than three years after that proof is required to be filed

XI GENERAL PROVISIONS

- 1 INDEPENDENT NATURE OF PROFESSIONAL: It is understood and agreed that any individual engaged to perform professional services shall be independent, and not employees of, nor under the control, supervision, or management, or right to control, supervision or management of EDS, and that EDS shall not be liable to any Employer Group or any Member or to others for any negligent, willful or wrongful act or omission of whatever nature, performed by an individual engaged to perform professional services hereunder or by a member of such individual's staff
- 2 LEGAL ACTIONS: No action at law or in equity shall be brought to recover on any Master Contract prior to the expiration of sixty (60) days after written notice has been furnished to EDS specifying the grounds for such action. In the event EDS corrects the stated grounds for such action prior to the expiration of such sixty (60) day period, no such action shall be commenced
- 3 APPOINTMENTS: A priority in scheduling appointments shall be as follows:
 - A. Emergency case;
 - B. Urgent case;
 - C. Regular non-emergency dental care
- 4 INFORMATION REQUIRED: Each Employer Group shall furnish to EDS all information which EDS may reasonably require with regard to matters pertaining to the services afforded by its Master Contract. All documents, books and records which may have a bearing on such services, any participation in this Plan, or charges under such Master Contract shall be open for inspection by EDS at all reasonable times during the continuance of such Master Contract and within one (1) year after its final termination

Eligibility information will include, but shall not be limited to, the name of each Subscriber and dependents. Each Employer Group shall supply, on a monthly basis, records to update the list of Members. The Employer Group shall not include any Employee or Dependent if ineligible
- 5 CONFORMITY WITH STATE STATUTES: This Master Contract is made in the State of Arizona and subject to its laws. The laws of Arizona shall govern, and be used for the interpretation, construction and enforcement of such Agreements. Any provision thereof which is in conflict with the statutes of the State of Arizona or applicable rules of the Arizona Department of Insurance will be amended to conform to the minimum requirements of such statutes or rules or regulations. Otherwise, such agreements shall terminate except for the payment of money as set forth therein
- 6 EFFECT ON WORKERS COMPENSATION: This Master Contract does not fulfill any requirement of Workers Compensation or other compulsory insurance and cannot be used in lieu thereof.
- 7 ENROLLMENT AND COVERAGE BOOKLET: EDS will make available to each Employer Group a brochure showing the essential features of the services to which the Member is entitled, and the services which such Member may elect. In the event the Master Contract is amended or modified so as to affect the rights of the Members, a new brochure will be made available to such Employer Group
- 8 NOICES: A notice, consent or other communication required by, or to be given pursuant to this Master Contract shall be in writing and delivered to the intended recipient thereof. Writing shall be deemed delivered if mailed to the intended recipient by first class mail or certified mail, return receipt requested, postage prepaid
- 9 THIRD PARTY RIGHTS LIMITED: All rights and liabilities created under this Master Contract shall be deemed to exist only as between EDS and the Employer Group signing such Master Contract. In no event shall this Master Contract be deemed to confer any right on or create any obligation to any third party not a signatory to a Master Contract or to create in such third party a status of third party beneficiary
- 10 ADDENDUM: Any addendum signed by EDS and an Employer Group as part of this or any future Master Contract shall constitute a part of this Master Contract as if such additional provision were originally set forth. However, any provision in such addendum that is contrary to or inconsistent with any of the original provisions shall prevail over and supersede such original contrary or inconsistent provision. Requests for addendum to the current contracts must be submitted on the Employer Group's letterhead and signed by an authorized signatory of the Group for consideration by EDS
- 11 SCHEDULE OF BENEFITS: EDS reserves the right to establish new Schedules of Prepaid Dental Benefits on any due date after the first Agreement Year upon thirty (30) days notice to the Employer Group, or any such renewal date as established by the Employer Group and accepted by EDS

- 12 INDEPENDENT NATURE OF MASTER CONTRACTS: Except as otherwise expressly provided in this Master Contract, the cancellation, modification, amendment or termination in whole or in part of this Master Contract as regards one Employer Group shall not be deemed to be a cancellation, modification, amendment or termination in whole or in part of this Master Contract as regards any other Employer Group
- 13 HOLD HARMLESS: Employer Group shall defend, indemnify and hold harmless Employers Dental Services from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever, which EDS, its employees, representatives agents or third parties may sustain or incur by reason of any act neglect, default, alleged malpractice or inadequate service rendered

EDS shall defend, indemnify and hold harmless the Employer Group from and against any and all injuries, claims, demands, liabilities, suits at law or in equity or judgments of any nature whatsoever, which Employer Group, its employees, representatives agents or third parties may sustain or incur by reason of any act neglect, default, alleged malpractice or inadequate service rendered
- 14 NON TRANSFERABLE: The Master Contract shall bind and inure to the benefit of the parties hereto, their respective heirs, personal representatives, successors and assigns This Master Contract and any rights or obligations relating thereto may not be assigned by the Employer Group without the prior written consent of the Company
- 15 ENTIRE AGREEMENT: The Master Contract contains the entire agreement, understanding and all representations and warranties between the parties hereto No change in the Master Contract shall be valid unless approved by an executive officer of the Company and evidenced by a written amendment hereto signed by an executive officer of the Company
- 16 ERISA: Employers Dental Services will comply with the Employment Retirement Income Security Act of 1974; Rules and Regulations for Administration and Enforcement; Claims Procedure; Final Rule, 29 CFR Part 2560

XII EXCLUSIONS AND LIMITATIONS

- 1 Visits or services performed by a Dentist, Specialist or professional not contracted with Employers Dental Services except in connection with dental emergencies
- 2 Any dental services which, in the judgment of the Dentist, are not reasonable and necessary for the prevention, correction or improvement of a condition which is subject to treatment by the practice of dentistry
- 3 Programs or treatment, including prosthetics, which were in progress prior to the date any person became a member under this Plan
- 4 Any dental services related to any sickness or injury arising out of, or in the course of any occupation or unemployment for remuneration or profit Also, any dental services for which the member is reimbursed, entitled to reimbursement, or is in any way indemnified for such expenses by, or through any public program, State, Federal or Local, or any program of medical benefits sponsored and paid for by the Federal Government, the State Government, any County or municipal government or any program of medical benefits sponsored and paid for by the Federal Government or any agency thereof
- 5 Any dental service not specifically described in the Schedule of Benefits
- 6 Any dental services, other than emergency dental services, which are related to accidents or accidental injury
- 7 Any costs or expenses incurred in the event the member desires to be or is involuntarily hospitalized for any dental procedures or services, except in connection with dental emergencies
- 8 Dispensing of drugs or any prescription drug charges incurred for treatment of oral disease except as may be specifically provided for in the schedule of benefits
- 9 Any dental services, other than emergency dental services, which are necessitated as a result of an intentionally self-inflicted condition
- 10 Oral surgery or extractions which are solely for orthodontic purposes or requiring the setting of fractures or dislocations except as may be specifically provided for in the Schedule of Benefits
- 11 Treatment of malignancies, cysts, neoplasm or congenital defects
- 12 Conditions affecting the temporomandibular joint (TMJ) including dysfunction and/or malocclusion except as may be specifically provided for in the Schedule of Benefits
- 13 Any general anesthetic charges or services of an anesthetist or anesthesiologist except as may be specifically provided for in the Schedule of Benefits
- 14 Gold foil restoration
- 15 Any dental services requiring, or pertaining to, cosmetic surgery for beautification, treatment of obesity and appliances or restoration necessary to increase vertical dimension or to restore an occlusion or to correct a congenital condition
- 16 Any new services or procedures performed after the last day of the month during which any person ceased to be eligible for participation under the plan
- 17 If a member continually fails to follow prescribed course of treatment, the treating EDS dentist may refuse to continue that course of treatment at any time

Company Information — Type or Print Legibly			
LEGAL NAME OF COMPANY		City of Glendale	
DBA			
TAX ID#86-6000247	<input type="checkbox"/> CORPORATION	<input type="checkbox"/> SOLE PROPRIETORSHIP	<input type="checkbox"/> LLC <input type="checkbox"/> OTHER _____
STREET ADDRESS		BILLING ADDRESS	
5850 W Glendale Ave			
CITY		CITY	
Glendale			
STATE	ZIP	STATE	ZIP
AZ	85301		
COUNTY	INDUSTRY (SIC)	PREVIOUS DENTAL CARRIER	

Company Representatives			
BILLING CONTACT		BENEFITS CONTACT:	
Mark Munson		Vicki Moss	
PHONE # (623) 930-2171	FAX #	PHONE #623-930-2297	FAX #(623)-930-2107
E-MAIL ADDRESS			
For communication: <u>Vmoss@Glendaleaz.com</u>			
E-MAIL MONTHLY BILL <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			
Email address for bill: <u>MMunson@GLENDALEAZ.COM</u>			

Eligibility/Contribution			
NUMBER OF EMPLOYEES ELIGIBLE FOR DENTAL INSURANCE	DOES EMPLOYER CONTRIBUTE TO THE COST?	<input checked="" type="checkbox"/> YES <input type="checkbox"/> NO	% OF PREMIUM PAID BY EMPLOYER
WAITING PERIOD: <input type="checkbox"/> NONE <input type="checkbox"/> 1 MONTH <input type="checkbox"/> 2 MONTH <input checked="" type="checkbox"/> OTHER: <u>1st</u> of the month following 30 days			
PERIOD OF 90-DAYS UNDER THE AFFORDABLE CARE ACT, WAITING PERIODS ARE RESTRICTED TO A MAXIMUM WAITING PERIOD OF 90-DAYS			
COVERAGE IS EFFECTIVE THE FIRST DAY OF THE MONTH			

Agent/Producer Information	
AGENT	AGENT
DONALD BAKER	
AGENCY	AGENCY
BLACK GOULD & ASSOCIATES #54	
PHONE NUMBER	PHONE NUMBER
602-277-2144	
EMAIL ADDRESS	EMAIL ADDRESS

COMPANY SIGNATURE

The Employer Group hereby accepts and agrees to the provisions contained in this Master Contract and it is agreed that all rights and obligations of each party hereto to the other shall be governed exclusively by the provisions of this Master Contract

Authorized Signature

Print Name of Authorized Signature

Title

Date

EDS SIGNATURE

The Employer Group is hereby accepted as a purchaser of the Prepaid Dental Benefits offered by EMPLOYERS DENTAL SERVICES

EDS Authorized Signature

Print Name of EDS Authorized Representative

Title of EDS Representative

Date

Monthly Rates and Plan at Inception:

EE Only \$ _____ EE + 1 Dependent \$ _____ EE + Family \$ _____ Admin Fee \$ _____ Plan Name _____

THIS AGREEMENT IS NOT IN FORCE UNTIL SIGNED BY AN OFFICER OF EMPLOYERS DENTAL SERVICES
Please return completed forms to Employers Dental Services Marketing Department

**Addendum to Employers Dental Services (EDS)
Master Contract
For
The City of Glendale**

- I. The City of Glendale does not offer benefits to Domestic Partners. Accordingly, the parties agree that Paragraph 4 of Section IV (Eligibility) is stricken and deleted from the Master Contract in its entirety.
- II. Employers Dental Services agrees to the following three (3) additional provisions under Section XI, General Provisions:

Conflict of Interest This Contract is subject to A R S § 38-511

Immigration Law Compliance Consultant warrants, to the extent applicable under A R S § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A R S § 23-214(A) which requires registration and participation with the E-Verify Program

Non-Discrimination Policies Contractor must not discriminate against any employee or applicant for employment on the basis of race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, US 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

COMPANY SIGNATURE

The Employer Group hereby accepts and agrees to the provisions contained in the Master Contract and this Addendum and it is agreed that all rights and obligations of each party hereto to the other shall be governed exclusively by the provisions of the Master Contract and this Addendum.

(FOR EDS INTERNAL USE ONLY)

The Employer Group is hereby accepted as a purchaser of the Prepaid Dental Benefits offered by **EMPLOYERS DENTAL SERVICES** EDS hereby accepts and agrees to the provisions contained in the Master Contract and this Addendum and it is agreed that all rights and obligations of each party hereto to the other shall be governed exclusively by the provisions of this Master Contract and this Addendum.

Authorized Signature

Print Name of Authorized Signature

Title

Date

Authorized Signature

Susana P. Valenzuela

Print Name of Authorized Signature

Director of Client Services

Title

May 14, 2015

Date



Legislation Description

File #: 15-318, Version: 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH MAY MACHINERY INC., FOR LANDFILL HEAVY EQUIPMENT MAINTENANCE AND REPAIR SERVICE

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 an agreement with May Machinery Inc., for landfill heavy equipment maintenance and repair services at the Glendale Municipal Landfill (landfill) in an amount not to exceed \$50,000 annually. The agreement will be effective upon signing for an initial period of one year. This is also a request for Council to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year increments, in an amount not to exceed \$250,000 over the full five-year period.

Background

This agreement is for the maintenance and repair of landfill heavy equipment. Currently the landfill utilizes Caterpillar Empire Southwest LLC, as a primary resource to complete more complex work involving landfill heavy equipment. This agreement will allow landfill staff to utilize a secondary maintenance and repair resource at a much lower hourly rate to assist with general preventative maintenance and repairs.

Analysis

In August of 2014 the Materials Management Department assisted landfill management staff with identifying qualified contractors to provide secondary landfill heavy equipment support services through an Invitation for Bid (IFB) process.

The Materials Management Division solicited responses to IFB 15-11 in August 2014, for landfill heavy equipment maintenance and repairs. Two responses were received. Truck Repair Phoenix, LLC and May Machinery Inc. Truck Repair Phoenix, LLC was determined to have met all requirements of the IFB and provided the lowest responsible bid.

In November of 2014 City Council authorized contract C-9446 with Truck Repair Phoenix, LLC. Unfortunately, Truck Repair Phoenix, LLC could not perform under the terms and conditions of the contract. Therefore the contract was cancelled and the landfill is now seeking to go to the next qualified, responsive bidder, May Machinery Inc.

Previous Related Council Action

On November 24, 2014 Council authorized contract C-9446 with Truck Repair Phoenix, LLC for landfill heavy

equipment maintenance and repair services.

Community Benefit/Public Involvement

The landfill is a responsible, progressive and environmentally sound, long-term solution to solid waste management essential to the future health, welfare and prosperity of Glendale residents.

Budget and Financial Impacts

Funding is available in the fiscal year 2014-15 Landfill operating and maintenance budget. Expenditures with May Machinery Inc. are not to exceed \$50,000 annually, and in an amount not to exceed \$250,000 over the full five-year term of the agreement.

Cost	Fund-Department-Account
\$50,000	2440-17710-516200, Landfill Enterprise Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
SECONDARY LANDFILL HEAVY
EQUIPMENT MAINTENANCE & REPAIR**

This Agreement for Heavy Equipment Maintenance Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and May Machinery Inc., an Arizona corporation (the "Contractor"), as of the _____ day of _____, 2015.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. IFB 15-11 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

without City's prior written consent unless that person leaves the employment of Contractor, in which event the substitute must first be approved in writing by City.

- (3) Contractor will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties or if the acts or omissions of that person are detrimental to the development of the Project.

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$50,000 per fiscal year, or a maximum of \$250,000 if the City exercises all renewal options contemplated in Section 13 (Term) of this agreement, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
 - a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

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

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

6. Termination.

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

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

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

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

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.
- b. General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate for each property damage and contractual property damage.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. 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); and
 - c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
 - d. The burden of proof of the place and time of delivery is upon the Party giving the Notice; and
 - e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

May Machinery Inc.
c/o William May, Manager
15923 w. Mulberry Drive
Goodyear, AZ 85395
Office: 623-386-3023

- 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 Ernie Ruiz Jr., Solid Waste Superintendent LF-MRF
City of Glendale
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
Office: 623-930-4722

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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 Contractor and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

- c. The solicitation, any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Any Contractor response modifies the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

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. Any amendment may be subject to City Council approval. Electronic signature blocks do not constitute execution.

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 deemed reformed to conform to applicable law.

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal and price increases. There are no automatic renewals of this Agreement.

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

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

Exhibit A	Project
Exhibit B	Compensation
Exhibit C	Dispute Resolution

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

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

May Machinery Inc.
an Arizona corporation

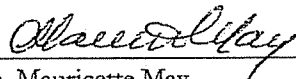

By: Mauricette May
Its: Owner

EXHIBIT A
SECONDARY LANDFILL HEAVY
EQUIPMENT MAINTENANCE & REPAIR
PROJECT

In accordance with the terms and conditions of this Agreement and IFB No. 15-11, the City is retaining May Machinery Inc., for Heavy Equipment Maintenance and Service at the City's Landfill and MRF.

EXHIBIT A



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BIDS

SOLICITATION NUMBER: IFB 15-11

DESCRIPTION: SECONDARY LANDFILL HEAVY EQUIPMENT
MAINTENANCE & SERVICE

OFFER DUE DATE AND TIME: AUGUST 21, 2014, AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.


SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION PRIOR TO SUBMITTING THEIR BIDS.

For questions regarding this solicitation, please contact:
Elmer Garcia, CPPB
Contract Analyst
623-930-2866
EGarcia1@glendaleaz.com

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-11</p> <p>SECONDARY LANDFILL HEAVY EQUIPMENT MAINTENANCE & SERVICE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

1.1.1 The City of Glendale (“City”) intends to enter into a contract with a qualified Contractor to conduct regular preventative maintenance services to the City’s heavy duty landfill equipment. All work specified shall be completed under the direction and satisfaction of the Landfill Operations.

1.2 SCOPE OF WORK

1.2.1 All materials and supplies will be provided by the City necessary to perform the secondary preventative maintenance services.

1.2.2 Secondary preventative maintenance services and inspections shall be conducted on, but not limited to, the following equipment: Caterpillar D8T, Caterpillar D9R, Caterpillar Scarper 637G, Caterpillar Loader 950G, Caterpillar Compactor 836H, Caterpillar Water Pull 730, Caterpillar Motor Grader 12M2 and Aljon Compactor 91K..

1.2.3 The City Landfill Operations reserves the right to amend the list of heavy equipment when deemed necessary.


1.2.4 Maintenance services and inspections shall be completed as requested and in accordance with manufacturer’s recommendations and warranty requirements.

1.2.5 Contractor must provide an estimate of cost and timeframe for work before any repairs/maintenance service shall be performed on any City Landfill equipment.

1.2.6 Contractor turnaround time for standard repairs and maintenance shall be 24 hours. If Contractor is unable to meet reasonable turnaround time for critical-use equipment, the City reserves the right to outsource the work to another vendor and deduct the cost from the Contractor’s invoice.

1.2.7 Contractor must provide a minimum of 6 months warranty for labor services provided to the City.

1.2.8 If parts and supplies are not provided by the city. The contractor replacement parts shall be priced based on percentage markup. If no receipt is provided by the Contractor, the City will pay market price for the replacement parts.

	Solicitation Number: IFB 15-11 SECONDARY LANDFILL HEAVY EQUIPMENT MAINTENANCE & SERVICE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.2.9 Maintenance services and inspections shall be performed onsite at the City of Glendale Landfill located at 11480 W. Glendale Avenue, Glendale, AZ 85307.

1.2.10 Travel charges will be allowable for technician on-site trips. However, the City will not pay travel charges for technician if work is performed off-site at the Contractor's location.

1.3 CONTRACTOR REQUIREMENTS

1.3.1 The Contractor shall have at least five (5) years of experience in providing landfill heavy equipment maintenance services.

1.3.2 Contractor shall have certified heavy equipment technician on staff to perform heavy equipment maintenance services for the City.

1.3.3 The Contractor shall maintain in current status all Federal, State, County and Local licenses and permits required to operate the Contractor's business.

1.3.4 The Contractor shall comply with Occupational Safety and Health Administration (OSHA) standards during the performance of all contracted services.

1.3.5 Contractor must have operational vehicles and equipment capable of performing maintenance service on weekends and after business hours.

1.3.6 Contractor must have means of moving/hauling City heavy equipment to Contractor's location if on-site repair is not possible.

1.3.7 Contractor should be available on NORMAL BUSINESS HOURS (Monday through Friday, 5:00 AM to 4:00 PM), AFTER BUSINESS HOURS and weekends. The City observes the following holidays: New Year's Day, Martin Luther King Day, President's Day, Memorial Day, Independence Day, Labor Day, Columbus Day, Veteran's Day, Thanksgiving Day, the day after Thanksgiving and Christmas.

1.3.8 Contractor shall return calls for service within two (2) hours during NORMAL BUSINESS HOURS and shall respond to request for service within 24 hours. Contractor shall also respond to service after our service calls within (24) hours.

1.3.9 The Contractor shall have a 24-hour contact telephone for emergency services.

1.3.10 No work shall be performed by Contractor without prior approval of the Landfill Supervisor and/or Sr. Mechanic Specialist.



Solicitation Number: IFB 15-11

**SECONDARY LANDFILL HEAVY EQUIPMENT
MAINTENANCE & SERVICE**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

1.3.11 In the absence of the City Landfill mechanic and when requested by Landfill Operations, the Contractor must be available to perform onsite maintenance services full-time for an interval of one or two weeks.

1.3.12 All of the Contractor's materials, techniques and processes used for this contract shall comply with all Federal, State, local laws, regulations, permits, standards and ordinances pertaining to health, safety and environmental protection.

1.3.13 The Contractor's failure to comply with Federal, State and local laws shall be sufficient grounds for non-payment and immediate termination of contract.

1.4 HAZARD AND SAFETY REPORTING

1.4.1 The City through its designees, reserves the right to issue immediate restraints or cease or desist orders to Contractor when unsafe or harmful acts are observed or reported relative to the performance of the work under the contract.

1.4.2 The Contractor shall report immediately to the Landfill Supervisor, or designee, all hazardous conditions in the City contract areas.


1.5 SERVICE ADDITIONS/INTERRUPTIONS/END OF CONTRACT CONDITIONS

1.5.1 The City reserves the right to add or delete necessary services and equipment during the contract period.

1.5.2 In the event of such a substitution or deletion of service areas, the City will give the Contractor 10-days notice prior to date of discontinuance of maintenance services and responsibilities.

1.5.4 The Contractor shall not be compensated for the loss of work due to deletions or substitutions.

1.5.5 In the event the City and the Contractor cannot agree on additional service charges, the City reserves the right to perform the additional services with City personnel, or other outside contract services.

 <p>GLENDALE</p>	<p>Solicitation Number: IFB 15-11</p> <p>SECONDARY LANDFILL HEAVY EQUIPMENT MAINTENANCE & SERVICE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.6 WORK REPORT

1.6.1 The Contractor should prepare a written summary report covering the maintenance activities along with invoices for payment and submit these documents to the Landfill Supervisor, or designee in a timely basis.

1.7 WASTE

1.7.1 The Contractor, at his expense, shall remove and dispose waste products and debris resulting from onsite service in compliance with Federal, State, County and City laws and regulations. Contractor should factor in the environmental fees in their contract price.


1.8 DEFICIENCIES IN WORK, PENALTIES AND REMEDIES

1.8.1 When damages to City property occurs as a result of Contractor's negligence, the City will arrange for repairs to be made and the costs for making repairs to the areas will be deducted from final payments to the Contractor.

1.8.2 In the event the Contractor's performance does not meet one or more of the performance standards described herein, the Contractor will be given written notice setting forth the deficiencies to be corrected to the Landfill Supervisor's approval.

1.8.3 In the event the Contractor has been notified of a deficiency and the deficiency is not corrected, Landfill Operations may perform the services using city personnel or by a separate contract. The cost for follow-up inspections and of the services performed may be deducted from the Contractor's monthly invoice.

1.8.4 Failure to correct the deficiency within a reasonable timeframe may result in termination of the contract for default.

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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) original copy of the proposal response and one (1) flash drive or CD-ROM containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled "Original" and shall be single-sided."

The Offeror shall complete all sections of the IFB in the format and spaces provided. If additional space is needed than what is given, enter "See attachment for detail."

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section 4.0

2.3.2 PRICE SHEET, Section 5.0

2.3.3 SOLICITATION ADDENDUM, (if applicable).

2.3.4 SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS, Section 1.0 and 3.0.

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 EVALUATION CRITERIA Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.6 INQUIRIES Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask



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questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.

- 2.7 **PRICE** All prices quoted shall be firm and fixed for the specified contract period. All pricing shall be firm for the initial term of one (1) year and include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.

No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

- 2.8 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale.
- 2.9 **TERM OF AGREEMENT** The initial term of the contract shall be one (1) year upon approval by the City Council.
- 2.10 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement for four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 2.11 **EVALUATION LITERATURE (Not applicable)**
- 2.12 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.



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Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Type of Insurance
(Minimum)

Limits of Liability

Workers' 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.



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Commercial General Liability (CGL): Insurance Services Office Form CG 00 01, including products and completed operations, with limits of no less than **\$2,000,000** 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 (**\$4,000,000**) the required occurrence limit.

Automobile Liability: ISO Form Number CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

Additional Insured Verbiage – Applies to Commercial General Liability and Automobile Liability Insurance shall include a separate endorsement (Form CG 20 10 10 or similar) naming the City and it's board members, officials, officers, agents, and employees as additional insured's

Recommended language that your insurance company may use to describe endorsement:

The City of Glendale and its board members, officials, officers, agents, and employees are named as additional insureds under the General and Automobile Liability policies solely for liability arising out of Agreements with **the City of Glendale** and any operations related thereto.

Primary and Non-Contributory – All insurance carried by contractor shall be primary and non-contributory with any insurance carried by **the City of Glendale**. The policy must be endorsed to include this verbiage and evidence of coverage provided with the certificate.

Notice of Cancellation

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the Entity.

Claims Made Policies (note – should be applicable only to professional liability, see below)

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase “extended reporting” coverage for a minimum of ***five (5) years*** after completion of work.



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Deductibles and Self-Insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the City. The City may require the Contractor to purchase coverage with a lower deductible or retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention

- 2.13 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.
- 2.14 COOPERATIVE USE OF CONTRACT** This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.
- 2.15 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing products and services. Such fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.16 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 2.17 ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the

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estimated quantity shown for each quotation item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractors performance.


- 2.18 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contactor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

- 2.19 PUBLIC RECORD** Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 15-11</p> <p>SECONDARY LANDFILL HEAVY EQUIPMENT MAINTENANCE & SERVICE</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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2.20 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

2.21 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

2.22 PROCUREMENT CARD ORDERING CAPABILITY It is the intent of the City to utilize the City's Procurement Card (i.e. MasterCard/Visa/American Express), to place and make payment for orders under this Contract. Offerors without this capability may be considered non-responsive and not eligible for award consideration.

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3.0 ADDITIONAL SUBMISSION REQUIREMENTS

3.1 Contractor shall provide three (3) references from companies for whom Contractor has provided similar products/services in the last five years. Include company name, address, phone number, email address, contract person, a description of the products/services provided.

1. Rummel Construction
7520 E. Adobe Dr.
Scottsdale, AZ 85255-4804

Jim Goble 480-222-9922

2. Circle H Sand & Gravel
6400 S. El Mirage Rd
Tolleson, AZ 85353
Ron Harper 623-932-3570

3. DBA Construction Inc
1833 S. 59th Ave
Phx, AZ 85043
John King 602-442-6767

We have provided service, repair, welding, portable machining, and used & new cat parts to these customers.



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5.6 **DELIVERY** All services shall be performed in accordance with the Specifications.

5.7 **PROCUREMENT CARD ORDERING CAPABILITY** Please check the appropriate box.

Yes, I will accept payment under this contract with the Procurement Card.

No, I will not accept payment under this contract with the Procurement Card.

Company Name May Machinery Inc

From: May Machinery Inc
15923 W. Mulberry Dr.
Goodyear Az, 85395

Day: Monday
Date: July 28, 2014
623-386-3023 Office
623-386-3027 Fax

To: City of Glendale
6210 W. Myrtle Ave Suite 111
Glendale, AZ 85301

Attention: Landfill Manager, & SR Equipment Mechanic.

Hourly Labor Rates: July 29,2014 to July 29,2015

Hour Labor Rates start from the time mechanic leaves the shop until mechanic returns back to shop.

- 1) One man one truck: \$95.00 per hour.
- 2) One man one truck overtime: \$115.00 per hour.
- 3) Two men one truck: \$150.00 per hour.
- 4) Two men one truck overtime: \$180.00 per hour.
- 5) Mileage charge \$1.00 a mile.

Transporting Equipment:

Hour Rates for transporting start from the time driver leaves the yard & returns to May machinery yard.

- 1) TT-6, Tractor & lowboy trailer: \$95.00 per hour.
- 2) If load requires tractor & lowboy & jeep their will be additional charge of \$17.50 per hour.
- 3) Lowboy mileage \$1.50 per mile.
- 4) If load needs oversize permitted customer will be responsible for cost of oversize permit on that load.

Have new cat & used parts & aftermarket parts available.

Thank you for your business.
May Machinery Inc
William May



BID TABULATION

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: SECONDARY LANDFILL HEAVY EQUIPMENT MAINT &

IFB NO.: 15-11

DUE DATE: AUGUST 21, 2014

CONTRACT ANALYST: Elmer Garcia

MAY MACHINERY INC.

TRUCK REPAIR
PHOENIX, INC.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	Standard maintenance services performed during normal business hours (Monday through Friday, 5:00 AM to 4:00 PM) as per Specifications.	Per Hour	375	\$95.00	\$35,625.00	\$75.00	\$28,125.00
5.2	Overtime services (includes weekends and holidays) performed after normal business as per Specifications.	Per Hour	16	\$115.00	\$1,840.00	\$75.00	\$1,200.00
5.3	Travel charges for technician on-site trips (Flat fee per call)	Per Call	63	\$236.00	\$14,868.00	\$0.0	\$0.00
	Subtotal (Items 5.1 through 5.3)				\$52,333.00		\$29,325.00
	Other Maintenance-Related Charges						
	Towing/hauling charge to and from Contractor's location (Round Trip flat fee)	Round Trip	1	\$236.00	\$236.00	\$365.00	\$365.00
	Subtotal (Towing/Hauling Charge)				\$236.00		\$365.00
GRAND TOTAL (Item 5.1 through Towing/Hauling)					\$52,569.00		\$29,690.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM POINTS		% MARKUP		% MARKUP
	Percentage markup on parts (Markup based on Manufacturer's List Price)	Percent			10%		5%
	Lowest Markup on Parts				5%		5%
	Awarded Points (Lowest Markup on Parts/% Markup Offered X Maximum Points)				50		100
	Total Score (Percentage Markup on Parts)		100		50		100
TOTAL SCORE (PERCENTAGE MARKUP ON PARTS)					50		100

AWARD DETERMINATION

Two bids were received in response to IFB 15-11. Award is recommended to TRUCK REPAIR PHOENIX, LLC .

TRUCK REPAIR PHOENIX, LLC is deemed to be the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

EXHIBIT B
SECONDARY LANDFILL HEAVY
EQUIPMENT MAINTENANCE & REPAIR

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Paragraph 5 of the Agreement. The amount of compensation, including of products and services, is provided in IFB No. 15-11.


NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$250,000.

DETAILED PROJECT COMPENSATION

As per IFB 15-11, Contractor to provide heavy equipment maintenance and service at the Glendale Municipal Landfill and MRF.

See attached Solicitation details.

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4.0

OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

William L May III
Authorized Signature

May Machinery Inc

Company's Legal Name

William L. May III
Printed Name Address

15923 W. Mulberry Dr

Manager
Title

Goodyear AZ. 85395
City, State & Zip Code

623-386-3023
Telephone Number

william@maymachinery.com
Email Address

William L May III
Authorized Signature Email Address

8-5-2014

Date

For questions regarding this offer: (If different from above)

_____	_____	<u>623-386-3027</u>
Contact Name	Phone Number	Fax Number


Email Address		

FEDERAL TAXPAYER ID NUMBER: 860706209

Arizona Sales Tax No. 07645627P Tax Rate 0.06300

Offeror certifies it is a: Proprietorship ___ Partnership ___ Corporation X

Minority or woman owned business: Yes X No ___

	Solicitation Number: IFB 15-11 SECONDARY LANDFILL HEAVY EQUIPMENT MAINTENANCE & SERVICE	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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5.0

PRICE SHEET

All prices quoted shall be firm and fixed for the specified contract period. All pricing shall include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes.

Item No.	Description	Unit of Measure	Unit Price
5.1	Standard maintenance services performed during normal business hours (Monday through Friday, 5:00 AM to 4:00 PM) as per Specifications	Per Hour	\$ <u>95.00</u> /Hour
5.2	Overtime Services (includes weekends and holidays) performed after normal business as per Specifications.	Per Hour	\$ <u>115.00</u> /Hour
5.3	Travel charges for technician on-site trips (Flat fee per call)	Per Call	\$ <u>236.00</u> /Call

Other Maintenance-Related Charges		
Description	Unit of Measure	Unit Price
Towing/hauling charge to and from Contractor's location (Round Trip flat fee)	Round Trip	\$ <u>236.00</u> /Trip
Percentage markup on parts (Markup based on Manufacturer's List Price)	Percent	<u>10</u> %

5.5 **TAX AMOUNT** Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax %: 0.06300

EXHIBIT C
SECONDARY LANDFILL HEAVY
EQUIPMENT MAINTENANCE & REPAIR

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.



BID TABULATION

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: SECONDARY LANDFILL HEAVY EQUIPMENT MAINT &

IFB NO.: 15-11

DUE DATE: AUGUST 21, 2014

CONTRACT ANALYST: Elmer Garcia

MAY MACHINERY INC.

TRUCK REPAIR PHOENIX, INC.

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	ESTIMATED ANNUAL QUANTITY (A)	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	Standard maintenance services performed during normal business hours (Monday through Friday, 5:00 AM to 4:00 PM) as per Specifications.	Per Hour	375	\$95.00	\$35,625.00	\$75.00	\$28,125.00
5.2	Overtime services (includes weekends and holidays) performed after normal business as per Specifications.	Per Hour	16	\$115.00	\$1,840.00	\$75.00	\$1,200.00
5.3	Travel charges for technician on-site trips (Flat fee per call)	Per Call	63	\$236.00	\$14,868.00	\$0.0	\$0.00
	Subtotal (Items 5.1 through 5.3)				\$52,333.00		\$29,325.00
	Other Maintenance-Related Charges						
	Towing/hauling charge to and from Contractor's location (Round Trip flat fee)	Round Trip	1	\$236.00	\$236.00	\$365.00	\$365.00
	Subtotal (Towing/Hauling Charge)				\$236.00		\$365.00
GRAND TOTAL (Item 5.1 through Towing/Hauling)					\$52,569.00		\$29,690.00

ITEM NO.	DESCRIPTION	UNIT OF MEASURE	MAXIMUM POINTS		% MARKUP		% MARKUP
	Percentage markup on parts (Markup based on Manufacturer's List Price)	Percent			10%		5%
	Lowest Markup on Parts				5%		5%
	Awarded Points (Lowest Markup on Parts/% Markup Offered X Maximum Points)				50		100
	Total Score (Percentage Markup on Parts)		100		50		100
TOTAL SCORE (PERCENTAGE MARKUP ON PARTS)					50		100

AWARD DETERMINATION

Two bids were received in response to IFB 15-11. Award is recommended to TRUCK REPAIR PHOENIX, LLC .

TRUCK REPAIR PHOENIX, LLC is deemed to be the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.



Legislation Description

File #: 15-320, **Version:** 1

AUTHORIZATION TO ENTER INTO CONTRACT CHANGE ORDER NO. 1 WITH COMBS CONSTRUCTION COMPANY, INC., FOR APRON REHABILITATION AND LIGHTING IMPROVEMENTS AT GLENDALE MUNICIPAL AIRPORT

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 Contract Change Order No. 1 with Combs Construction Company, Inc., in the amount of \$336,185.41 for the Airport Apron Rehabilitation and Lighting Improvement Project at Glendale Municipal Airport.

Background

In July 2014, the city advertised a Notice to Contractors for construction of the Apron Rehabilitation and Lighting Improvement Project at Glendale Municipal Airport. Engineering received one bid from Combs Construction Company, Inc. in the amount of \$2,237,588.05. The city's consultant, C & S Engineers reviewed the bid documents, which were in accordance with the bidding requirements contained in the specifications. In November 2014, the city entered into a construction contract with Combs Construction Company, Inc. for these improvements.

Analysis

During the preparation for apron construction, the subgrade soil could not be stabilized using standard construction practices. This required the contractor to add a stabilizer to the subgrade material. This process meets Federal Aviation Administration (FAA) specifications and will ensure the final asphalt product durability.

This change order is essential to the completion of the apron rehabilitation. Because this project is being funded by FAA and Arizona Department of Transportation (ADOT) grants, these organizations have reviewed and approved this change order. Of the \$336,185.41 needed to stabilize the subgrade soil, \$306,130.43 will come from FAA grant funding, \$15,027.49 will be from ADOT grant funds and \$15,027.49 will be paid from City of Glendale GO funds. The total Airport Apron Rehabilitation and Lighting Improvement project cost, including this change order, totals to \$2,573,773.46.

Previous Related Council Action

On November 24, 2014, Council authorized the City Manager to enter into a construction agreement with Combs Construction Company, Inc. for the Glendale Airport Apron and Lighting Rehabilitation project.

On August 12, 2014, Council authorized the City Manager to enter into an agreement with the FAA for a

construction grant for the Airport Apron and Lighting Improvements for an amount not to exceed \$3,750,000.

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. The apron and lighting improvements will provide for the enhanced safety of our customers and the public. The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings.

The *Airport Master Plan* and other information about the Glendale Municipal Airport can be found by visiting <http://www.glendaleaz.com/airport/>.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$321,157.92	2120-79521-550800, Rehabilitate Apron (Includes grant funding of \$306,130.43 from the FAA and \$15,027.49 from ADOT)
\$15,027.49	2210-65078-550800, Airport Matching Funds (GO Funds)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No



CITY OF GLENDALE, ARIZONA

CONTRACT CHANGE ORDER

Project Number: 131409 Change Order No: 1

Project: Airport Apron Rehabilitation & Lighting

Description of Change:

This change order is for the remediation of approximately 60,000 square yards of unstable subgrade soil. The prepared subgrade for the apron was compacted and graded in accordance with the project specifications.

Total amount of change order #1: \$336,185.41

COMPLETION DATE:

Contract completion date prior to change order:	05/01/15
Change in contract time due to this change order:	0
New contract completion date:	05/01/15

COST:

Contract amount prior to this change order:	\$2,237,588.05
New increase (decrease), due to this change order:	\$336,185.41
New contract amount including this change order:	\$2,573,773.46


For Valuable Consideration, it is mutually agreed that the matter detailed above shall be done and payment made as shown herein on a Supplemental Agreement Change Order in accordance with the terms of the contract. For work being performed as a Supplemental Agreement Force Account Request, final payment shall be made as stipulated in the Standard Specifications and its supplements upon completion of said work.

APPROVALS:

City of Glendale, an Arizona municipal corporation

Combs Construction Company, Inc.

Richard A. Bowers, Acting City Manager



By: Steven S. Haws
Its: President

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney



CITY OF GLENDALE, ARIZONA

CONTRACT CHANGE ORDER

Project Number: 131409

Change Order No: 01

Project: Airport Apron Rehabilitation & Lighting

ITEM NO.	DESCRIPTION	QUANTITY	UNIT	UNIT COST	AMOUNT
1	Mobilization	1.00	LS	\$ 8,858.41	\$ 8,858.41
2	Safety and Security	1.00	LS	\$ 5,500.00	\$ 5,500.00
3	Quality Control	1.00	LS	\$ 37,000.00	\$ 37,000.00
4	Survey	1.00	LS	\$ 12,600.00	\$ 12,600.00
5	Cement Treated Subgrade	60,000.00	SY	\$ 2.50	\$ 150,000.00
6	Portland Cement	919.00	TN	\$ 133.00	\$ 122,227.00

Total Amount of Change Order #01:

\$336,185.41



Legislation Description

File #: 15-288, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MISSION LINEN SUPPLY, INC., FOR UNIFORM AND LINEN RENTAL UTILIZING A STATE OF ARIZONA COOPERATIVE PURCHASING CONTRACT

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a multi-year linking agreement with Mission Linen Supply, Inc., for uniform and linen rental in an amount not to exceed \$300,000 (\$100,000 annually over the contract term of three years). This cooperative purchase is available through an agreement between the State of Arizona and Mission Linen Supply, Inc., contract ADSP013-047995, and is effective through May 18, 2016 with two one-year extensions through May 19, 2018.

Background

The Water Services Department functions to provide safe and reliable water and wastewater services for City of Glendale residents and businesses. Water production and treatment requires the use of a variety of chemicals and services to effectively treat surface and ground water for public consumption. Wastewater collection and treatment also requires the use of chemicals and services to effectively treat wastewater to A+ effluent standard for recharge or reuse.

Uniform services reduce the spread of hazardous soil- and water-borne debris, and are used by all field and plant staff. In addition, color coordinated uniforms provides easy identification of city staff when in contact with the public.

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.

Mission Linen Supply, Inc. was awarded their contract by State of Arizona through a competitive bid process and includes a provision for cooperative purchasing. Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement from the State of Arizona for the defined services, and concur the cooperative purchase is in the best interest of the city.

This action will authorize the City Manager to enter into a linking agreement with Mission Linen Supply, Inc. through May 18, 2016, and as needed, extend the agreement through May 19, 2018.

Previous Related Council Action

On June 10, 2014, City Council approved the expenditure of funds for uniform and linen rental from Mission Linen Supply, Inc. in an amount not to exceed \$99,746 for the fiscal year 2014-15.

Community Benefit/Public Involvement

Uniforms and linen rental services provides a professional public appearance and safe working environment for Water Services personnel.

Budget and Financial Impacts

Funding is available in the Water Services FY2014-15 operating budget. Annual budget appropriation thereafter is contingent upon council approval. Total expenditures are not to exceed \$300,000 for the entire term of this agreement.

Cost	Fund-Department-Account
\$100,000	2360-17130-523800, Public Service Representatives
	2360-17140-523800, System Security
	2360-17160-523800, Arrowhead Reclamation Plant
	2360-17170-523800, West Area Plant
	2360-17180-523800, Materials Control Warehouse
	2360-17420-523800, Water Quality
	2400-17210-523800, Customer Service-Field
	2400-17240-523800, Central System Control
	2400-17250-523800, Pyramid Peak Plant
	2400-17260-523800, Cholla Treatment Plant
	2400-17280-523800, Central System Maintenance
	2400-17290-523800, Water Distribution
	2400-17300-523800, Meter Maintenance
	2400-17310-523800, Oasis Surface WTP
	2400-17610-523800, Pretreatment Program
	2420-17630-523800, Wastewater Collection
	2420-17699-523800, Storm Water

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
MISSION LINEN SUPPLY, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this ___ day of _____, 20___, between the City of Glendale, an Arizona municipal corporation (the "City"), and Mission Linen Supply, Inc., a California corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **May 19, 2013**, under the State Purchasing Cooperative Agreement, the **State of Arizona** entered into a contract with Contractor to purchase the goods and services described in the **Statewide Uniform Rentals and Laundry Services, Contract No. ADSP013-047995**, which is attached hereto as **Exhibit A**. The **Statewide Uniform Rentals and Laundry Services Contract** permits its cooperative use by other governmental agencies including the City. The **Statewide Uniform Rentals and Laundry Services** 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 **May 19, 2013**, until the date the contract expires on **May 18, 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 May 19, 2018. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until May 18, 2016. The City may renew the term of this Agreement for two one-year periods until the Cooperative Purchasing Agreement expires on May 19, 2018. 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 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 three hundred thousand dollars (\$300,000).

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 of 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"

Mission Linen Supply, Inc.,
a California corporation

By: _____
Name: Anthony Ferrichio *Chris Phelps*
Title: Account Manager *General Manager*

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MISSION LINEN SUPPLY, INC.**

EXHIBIT A

ADSP013-047995 - Statewide Uniform Rentals and Laundry Services

Contract Attachment I

Contract Attachment II

Contract Attachment III

Offer & Acceptance

Contract Amendment One (I)

Contract Change Order #05



Invitation for Bid

Solicitation No: ADSPO13-00002969

PAGE
1

Description: Statewide Uniform Rental & Laundry Services

OF
31

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

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1. BACKGROUND

The State of Arizona (hereinafter referred to as the State), its Agencies, Boards and Commissions as well as Participating Members of the State Purchasing Cooperative (Cooperative) have an ongoing requirement to establish a term statewide contract for Uniform Rental and Laundering Services to be utilized by authorized State of Arizona Agencies, Boards and Cooperative Members (Eligible Agencies).

Based on historical data and anticipated volumes, the estimated spend under the resultant contract is anticipated between \$1.5 million and \$2 million annually. However no guarantee of the actual quantities is implied or expressed by this solicitation. Requirements shall be based on actual need. Contracts resulting from this solicitation will be used by multiple eligible agencies with service locations throughout the State.

2. GENERAL CONDITIONS AND REQUIREMENTS

- 2.1 The Contractor shall have in place, capable key personnel trained and responsible for providing the following services:
- Customer service representatives, knowledgeable about the contract, to handle questions and resolve problems that arise. All customer service representatives shall be available to contact users during normal business hours and have on-line access to information to provide immediate response to inquiries concerning the status of orders (shipped or pending), delivery information, back-order information, contract pricing, contract product offerings/exclusions, billing questions or issues, contract compliance requirements, and general product information. Customer Service Representatives shall be available by phone (toll free number preferred), email or internet.
 - Multiple account set up and management.
 - Maintenance of electronic and hard copy catalogs and State pricing.
 - Administration of spend management program.
 - Maintenance of data management and report program.
- 2.2 The Contractor shall maintain complete and accurate records required to substantiate services provided to the eligible agency. All records shall, at a minimum, be able to inventory and track all garments issued to an eligible agency. This list shall track all garments rented, returned, picked up for cleaning, mending, repair or replacement during the contract period. Such records shall be made available to the eligible agency upon request at no additional charge.
- 2.3 The Contractor shall provide ongoing telephone access to all eligible agencies for the purpose of providing consultation, ordering information, technical assistance, and dispute resolution. Telephone access and Contractor assistance shall be available during normal business hours (8:00 a.m. until 5:00 p.m., Monday through Friday, excluding State observed holidays). If located out of local calling area, the Contractor shall provide a toll free number.
- 2.4 Prices shall be inclusive of all miscellaneous charges or fees (i.e., shop supplies, environmental fees, service calls, travel, mileage, gas, etc.)
- 2.5 The Contractor shall provide a written response to all complaints within forty-eight (48) hours of receiving any complaint. The Contractor shall be required to rectify any problems of said notification within fourteen (14) days.
- 2.6 The Contractor and each eligible agency location shall provide each other with a designated contact responsible for all questions and concerns.
- 2.7 Products shall be available for ordering at the time of contract award and throughout the life of the contract. Changes to products that are available under any resultant contract cannot be made without prior written approval from the State through a contract amendment.
- 2.8 The Contractor shall have inventory and transportation capacities sufficient to meet statewide customer demand and contract delivery requirements as stated in this solicitation.

3. ORDERING REQUIREMENTS

- 3.1 Initiation and authorization of any of services shall be done only at the sole discretion of the eligible agency and shall be made solely upon the issuance of a purchase order issued by an eligible agency (citing the correct contract number and signed by an authorized agent of that eligible agency).

	Specifications		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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- 3.2 Contractor may utilize its standard rental agreement forms for such possible uses as recording the relevant data for garments rented under this contract. However, any terms and conditions in such Contractor's standard rental agreement forms shall be without force or effect regardless of whether any of Contractor's rental forms are signed by customer or its representatives. The sole terms and conditions applicable to rentals or series' of rentals under this contract shall be those contained herein.
- 3.3 The eligible agency reserves the right to add or delete additional employees and rental services and locations at any time during the term of this contract. These additions or deletions shall be made at no extra charge, except for the weekly costs involved.
- 3.4 The eligible agency location shall notify the Contractor in writing when an employee has terminated employment. The eligible agency location shall delete the employee name(s) from the list and collect all clothing items assigned to that individual and make appropriate adjustments to the account.
- 3.5 The Contractor will be required to establish a check-in/check-out inventory system at all locations being serviced. Both the Contractor and eligible agency location shall confirm all items delivered and picked by signing the form. Forms shall identify the contract number, eligible agency location and contact, the Contractor's driver, and document, at a minimum, the following information. After signature, a copy shall be provided to the eligible agency location.
- Number of clothing items (by description and Price Sheet Item No.) delivered and picked up by employee.
 - Number of non-clothing items (by description and Price Sheet Item No.) delivered and picked up.

4. RENTAL/LAUNDERING

- 4.1 It shall be the responsibility of the Contractor to communicate with their service areas, accounts receivable and other areas involved in compliance with State's contract pricing.
- 4.2 Initial outfitting of clothing items shall be new. As new or additional personnel are hired, they will also receive new garment items. If requested, all personnel shall be fitted to insure proper sizing. Contractor shall be required to do all fittings on site at the requested location.
- 4.3 To ensure proper fitting of all garments, the Contractor shall exchange all regular (sizes **up to** 2XL for shirts and 48" waist for pants) garments within 7 days after notification and non-standard size garments (sizes **above** 2XL for shirts and 48" waist for pants) within 14 days after notification.
- 4.4 Deficiencies shall be corrected within 24 hours after notification. Deficiencies may include, but not be limited to, incorrect size, wrong deliveries, incomplete returns, un-repaired clothing items or dirty clothing items. At no time shall an agency employee work without the required clothing to perform his/her job. The Contractor shall provide loaner clothing until any discrepancies are resolved. The eligible agency reserves the right to request all or individual employee's uniforms to be replaced with new uniforms as determined necessary.
- 4.5 If an employee is on extended leave and the clothing item(s) are turned in pending a return to work date, a credit adjustment shall be made on the invoice/delivery ticket.
- 4.6 Technical Clothing Item Specifications:
- In the interest of safety, the fabric should be of a material and weave that tends to limit or minimize injuries from slicing or impact.
 - The clothing items may vary in color, material, pant and sleeve length. Contractors shall provide the smallest to the largest sizes available.
 - All clothing items shall be available in men's and women's sizes.

5. CLOTHING ITEM MAINTENANCE

- 5.1 Cleaning & Laundering:
- All clothing items must be washed in full accordance with State and Federal regulations and requirements governing commercial and industrial laundries.
 - As it pertains to lab coats, all lab coats shall be washed in a hot water cycle of greater than 160 degrees Fahrenheit (71 degrees Celsius) without bleach (recommended). If the water temperature is less than 160 degrees Fahrenheit (71 degrees

	<h1>Specifications</h1>		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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Celsius), bleach must be used to ensure proper disinfection of the fabric. Softener shall not be used to ensure no breaks in the surface tension of the fabric, which may cause it to leak and reduce proper barrier protection. The laundry cycle shall be 25 minutes or more for both the wash and dry cycles.

- All clothing items must be treated for mildew prevention.
- All clothing items must be laundered using detergents or cleaners that are environmentally safe and leave the garment odor free. ***Clothing items that retain an offensive smell or residual odor after laundering will not be acceptable.***
- The Contractor shall provide damage repair tags and a communication log book for each eligible agency location at no cost to the State. In addition, heavy-duty hanger racks, hampers and/or heavy-duty duffle bags for soiled clothing items shall be provided, as requested, for those eligible agency locations that do not have lockers.

5.2 Clothing Item Wear & Tear:

- Clothing items shall be removed from inventory when found to be worn out and/or not presentable with damages such as tears, patches, seam flaws, missing buttons, bad zippers, emblems, as determined by the Contractor's quality control area or the eligible agency representative. Those items removed from inventory shall be replaced and the eligible agency's emblem shall be sewn on all replacement clothing items.
- The Contractor shall replace all garments determined by the eligible agency to be in a worn (non-repairable, impaired or damaged by normal use or wear) condition at no additional charge. Charges may be assessed for any damages beyond normal wear and tear.

5.3 Repairs:

- The Contractor shall maintain all rental clothing items in a reasonable condition that includes the replacement of buttons, sewing of all seams with holes and replacement of ripped/torn clothing items. The interpretation and definition of reasonable condition, as used herein, shall be unconditionally that of the State and the Contractor shall unconditionally accept said interpretations.
- Any clothing item tagged for repairs shall be returned in a professionally repaired condition or shall be replaced with a new clothing item within one week (next delivery) at no cost to the eligible agency. All replacement clothing items shall be new clothing items. Clothing items delivered with rips, holes, missing buttons, soil spots, etc. will be sent back and no rental charge shall be paid for that item until it is returned in acceptable condition.

5.4 Emblems:

- Each work shirt shall be provided with a sewn on patch (provided by eligible agency) and/or an embroidered employee name, if requested by the eligible agency. The placement of the emblem and/or the embroidered name shall be identified by the eligible agency.
- Garments issued shall have the employees name permanently marked in an inconspicuous place to prevent theft or loss.

6. DELIVERIES

- 6.1 Each eligible agency location requiring service will identify their delivery schedule with the Contractor. Contractor shall have all service performed, documented, and signed and dated by the eligible agency location with a copy left at delivery site per delivery.
- 6.2 The Contractor shall pick-up and drop off all garments weekly (or as specified by the eligible agency) for cleaning, repair and replacement (when necessary).
- 6.3 Eligible agencies will require a different quantity of clothing item changes per employee. Eligible agency contacts will provide the quantities needed per location and these numbers are given for Contractor guidance only with no minimum amount guaranteed or implied.
- 6.4 If an eligible agency's holiday interferes with a delivery schedule, the eligible agency and Contractor shall make arrangements to deliver the uniforms at a different time or deliver double uniforms on the previous delivery. The Contractor shall be given the eligible agency holiday schedule to help forecast any changes in deliveries.
- 6.5 The Contractor must notify the eligible agency location contact one (1) week prior of any route change.

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6.6 The Contractor shall provide inside delivery to a specific location at no extra charge, upon customer request. Inside delivery shall be defined as delivery of the product inside the customer's business, building, specific office floor or suite.

7. REQUIRED ITEMS

The following is a list of items that have been identified by eligible agencies. Not all agencies will require all items. The State makes no guarantees of quantities ordered on any items listed below.

7.1 Industrial Work Shirts – LS & SS Navy, Tan, Spruce, Light Blue, Burgundy, Light Green, Brown, Postman Blue, Charcoal, Red, Light Grey, White, and Fluorescent Orange Required.

- Shirt shall be poplin weave, press fabric of polyester/cotton blend.
- Collars shall be lined with collar stays.
- Shirts shall have button fronts.
- Option of long or short sleeve or combination (employee choice).
- Shirt to have one or two front pockets with or w/o button and buttonholes.
- Shirts shall have extended tail bottoms.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked.
- Fluorescent Orange must meet the ANSI/ISEA 107-1999 standards for high visibility apparel.

7.2 Executive Shirts – LS & SS Grey, Light Blue, White, Burgundy Stripe, and Blue Stripe Required.

- Shirts shall be washable permanent press fabric of cotton/polyester blend.
- Collars shall be lined and have collar stays.
- Shirts to have button fronts.
- Option of short or long sleeves or combination (employee choice).
- Shirt to have one or two front pockets with or w/o button and buttonholes.
- Shirts shall have extended tail bottoms.
- Thread utilized shall be capable of withstanding a minimum of 100 commercial launderings.
- All points of stress shall be bar tacked.

7.3 Polo Shirts – Port Authority Style – LS & SS Navy, Tan, Burgundy, Hunter, Red, White, Light Blue, Black, Light Grey Required.

- Shirts shall be washable fabric of cotton/polyester blend or cotton.
- Collar shall be double tacked with 3 button front placket.
- Double needle stitched at armholes, shoulders and cuffs.
- Shoulder seams shall be tapered style.
- Short or long sleeve with hemmed sleeves.

7.4 Denim Jean Pants – Regular & Relaxed Fit Dark Blue, Light Blue, and Black Required.

- Pants shall be of 100% cotton denim fabric.
- Option of relaxed fit or regular fit (Employee choice).
- Pants shall be available in men's and women's cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

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7.5 Denim Jean Pants – Maternity – Dark Blue, Light Blue, and Black Required.

- Pants shall be a cotton/polyester/spandex blend, denim fabric.
- Pants shall have pockets on front and back.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have full elastic waist.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- Pants shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.6 Industrial Pants – Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, and Charcoal Required.

- Plain front, slack style front pockets, set-in hip pockets.
- Fabric available in wrinkle resistant 100% preshrunk cotton or polyester/cotton twill.
- Pants shall be available in men's and women's cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.


7.7 Industrial Pants – Maternity – Khaki, Spruce, Black, White, Navy, Tan, Brown, Grey, and Charcoal Required.

- Pants shall be a preshrunk, cotton/polyester/spandex twill blend.
- Pants shall have pockets on the front and can be in back.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have full elastic waist.
- Pants shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- Pants shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.8 Executive Pleated Pants, Easy Fit – Khaki, Navy, Charcoal, and Black Required.

- Pants shall be wrinkle resistant twill fabric of polyester/cotton.
- Double pleated straight leg style for both men and women.
- Pants shall be available in men's and women's cut (not conversion)
- Pants shall have pockets on the front and rear.
- Pants shall have no cuffs. Straight or tapered boot cut.
- Pants shall have sturdy solid brass zippered fly.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.9 Executive Pants – Maternity, Easy Fit – Khaki, Spruce, White, Navy, and Charcoal Required.

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- **Pants** shall be a cotton/polyester/spandex twill blend.
- **Pants** shall have pockets on the front and can be in back.
- **Pants** shall have no cuffs. Straight or tapered boot cut.
- **Pants** shall have full elastic waist.
- **Pants** shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged.
- **Pants** shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.10 Cotton Flat Front Pant – Navy, Tan, Spruce, White and Charcoal Required.

- **Pants** shall be cotton twill.
- **Pants** shall have pockets on the front and can be in back.
- **Pants** shall have a button closure.
- **Pants** shall have a heavy brass zipper.
- **Pants** shall a dress-style waistband.
- **Pants** shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.10 Shorts, Slack Styling – Khaki, Spruce, Black, Navy, and Charcoal Required.

- Plain front and double pleated, slack style front pockets, set-in hip pockets.
- Fabric shall be polyester/cotton twill.
- **Pants** shall be available in men's and women's cut (not conversion)
- Shall have pockets on the front and rear.
- Shall have no cuffs.
- Length of shorts shall be between mid-thighs to top of knee.
- Shall have sturdy solid brass zippered fly with brass rivets and brass button waist.
- Belt loops shall be wide enough to accommodate 2-1/4" belts.
- Shall be prewashed for comfort fit.
- All fabric edges shall be overstitched, serged or chemically sealed.
- Thread and zippers shall be capable of withstanding a minimum of 100 commercial washings.
- All points of stress shall be bar tacked with particular attention to loops and pockets.

7.11 Coveralls – Spruce, White, Navy, Charcoal, and Postman Blue Required.

- A one piece action back.
- No stick zipper.
- Two-way zipper front pockets.
- Two-patch hip pockets.
- Two chest pockets (no flaps).
- Elastic waist inserts.
- Coverall shall be polyester/cotton or polyester/cotton twill insulated.

7.12 T-Shirts – Preshrunk – LS & SS, Grey Required

- Heavy-duty preshrunk 100% cotton T-shirts.
- Detailed with double-needle stitching.
- Seamless collar and hemmed shirt tail.
- Short and Long sleeve, with and w/o front pocket



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- A variety of colors available.
- Neck style shall be round neck.

7.13 Jacket – Solid Bomber Style – Navy, Spruce, Charcoal, and Brown Required.

- Jacket shall be polyester/cotton twill blend.
- Cotton twill fully lined.
- Zip front.
- Rib knit collar cuffs and waistband.
- Slash pockets.

7.14 Jacket – Solid Ike Style – Navy, Spruce, Charcoal, and Brown Required

- Jacket shall be polyester/cotton twill blend.
- Twill Zip front.
- Lined collar.
- Slash pockets.
- Patch pocket on left sleeve.
- Adjustable cuffs.
- Adjustable waistband tabs.

7.15 Basic Lab Coat – Light Blue, White, and Navy Required.

- Polyester/cotton poplin.
- Long sleeved and short sleeved.
- Button front and snap front option.
- Notched lapel collar.
- Left chest pocket located on the outside of the coat.
- Two lower pockets.
- Trim fit.
- Cuffed and non-cuffed options.
- A variety of colors available.

7.16 Apron – Kelly White, Spruce, Red, and Black Required.

- Bib style.
- With and without pockets.
- 100% polyester fabric.
- A variety of colors available.

7.17 Chef Coat – White Required.

- Polyester/cotton twill, with stand-up collar and left chest pocket
- Reversible double breasted front.
- A variety of colors available.

7.18 Scrubs – Mariner Blue, Green, and Red Required.

- 65-35 Cotton/Polyester blend.
- Tunic scrub top.
- Drawstring scrub pant.

7.19 Other Rental Services –



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- Shop Towels, Cloth (for heavy grease and soil use) – **Orange, Navy Required.**
 - Industrial cloth shop towels (18" x 18"), 100% cotton.
 - Costs will be based on inventory and laundering of shop towels per week.

- Towels, Cloth – **White Required.**
 - 100% cotton; ribbed terry; heavyweight; 17" x 20", 20" x 40"; white.

- Cloth Fender Cover – **Red or Black Required**
 - Industrial cloth fender covers, polyester/cotton blend, 36 x 54".
 - Costs will be based on inventory and laundering per week.

- Cloth Laundry / Duffle Bags
 - 100% polyester mesh net, draw string with cord lock.
 - Machine washable; 25" x 36".
 - Color: dark.

- Floor Mats – **Greeting/Safety Mats in a variety of colors Required. Anti-Fatigue Mats in Black Required.**
 - Mat types include greeting mats; safety mats and anti-fatigue mats.
 - Made of high-twill nylon yarn, skid resistant surface,
 - 100% nitrile rubber, oil and chemical resistant.
 - Must meet ADA height guidelines.
 - 2'x3', 3'x4', 3'x5', 3'x10' and 4'x8'.

- Dust Mop (both Quick Change and Collapsible)
 - No snag or fraying, strong polyester backing to resist tearing and shrinkage.
 - Both treated and untreated.

- Locker Rental
 - 26" (w) x 21" (d) x 7' (h), Lockers come in either a 6 compartment or 8 compartments with 4 upper and 4 lower individual lockers. (OR SIMILAR)



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1. CONTRACT ADMINISTRATION

- 1.1 The State's primary contact for this solicitation and result contracts shall be:

Ryan J. Litner, Senior Procurement Specialist
State of Arizona, State Procurement Office
100 N 15th Ave, Suite 201
Phoenix, AZ 85007
Phone: (602) 364-1087
Fax: (602) 542-5508
Email: ryan.litner@azdoa.gov

- 1.2 Consolidated Contract Document. The State may create a consolidated contract document for the purpose of facilitating ease of use, contract administration, and concurrence of the parties.

2. ELIGIBLE AGENCIES

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.

3. ADMINISTRATIVE FEE/USAGE

- 3.1 Contractor shall assess an administrative fee in the amount of one (1%) against all contract sales to members of the State Purchasing Cooperative – including cities, counties, school districts and other qualified members. The administrative fee is calculated against all sales under this contract minus any taxes or regulatory fees, minus any returns or credits, and minus any shipping charges not already included in the unit prices. An updated list of State Purchasing Cooperative members may be found at http://spo.az.gov/Cooperative_Procurement/SPC/default.asp. At its option, the State may expand or narrow the applicability of this fee. The State shall provide thirty (30) written notice prior to exercising or changing this option.
- 3.2 Contractor shall submit a Quarterly Usage Report documenting all contract sales. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, and the proper Usage Report Forms see the State Procurement Office's web site at http://spo.az.gov/Contractor_Resources/Admin_Fee/default.asp. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. Any usage report that is submitted to the State for the purpose of satisfying this requirement shall be deemed public record and all information contained in such report shall not be considered confidential, including any supplemental information contained in the submitted report beyond that which is requested in the Sample Forms located at the State Procurement Office Web Site.
- 3.3 The Administrative Fee shall be submitted, along with a Quarterly Usage Report to the State Procurement Office within thirty (30) days following the end of each calendar quarter. Administrative Fees shall be submitted to the following address:
- Arizona Department of Administration
State Procurement Office
Attention: Statewide Contract Administrative Fee
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007.
- 3.4 The submission schedule for Administrative Fees and Usage reports shall be as follows:
July through September (FY Q1) – Due October 31
October through December (FY Q2) – Due January 31
January through March (FY Q3) – Due by April 30
April through June (FY Q4) – Due by July 31
- 3.5 The Administrative Fee shall be a part of the Contractor's unit prices and is not to be charged directly to the customer in the form of a separate line item. Statewide contracts shall not have separate prices for State Agency customers and State Purchasing Cooperative customers.
- 3.6 Contractor's failure to remit administrative fees in a timely manner consistent with the contract's requirements may result in the State exercising any recourse available under the contract or as provided for by law.

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3.7 Volume Sales Report. The contractor shall furnish the State an annual report delineating the acquisition activity under the contract. This report shall be submitted electronically and in a format approved by the State. At a minimum, it shall disclose all purchased items, unit cost, and quantity, as well as, individual purchasing agency, for all sales transacted within the year. The volume sales report shall be submitted annually 30 days before the end of the contract term.

4. CONTRACT TERM

The contract shall begin upon the date of contract award and shall continue for a term of one (1) year, unless terminated or extended in accordance to the terms of this contract.

5. CONTRACT RENEWAL

The contract shall not bind nor purport to bind, the State for any contractual commitment in excess of the original contract period. The contract may be extended for additional one year period or a portion thereof with a maximum aggregate total of five years.

6. ESTIMATED USAGE

The contract shall be on an as needed, if needed basis. The State makes no guarantee as to the amount of usage that may occur under a resultant contract.

7. ORDERING

Any commodities to be furnished under this contract shall be ordered by issuance of purchase orders by the eligible agency. Such orders may be issued from effective date of contract award. All purchase orders are subject to the terms and conditions of this contract. In the event of conflict between a purchase order and this contract, the contract shall control. All purchase orders shall cite this contract number.

8. PAYMENT

- 8.1 All eligible agencies shall pay the Contractor for services specified in the contract at the rates set forth in ProcureAZ.
- 8.2 The Contractor shall submit to the eligible agency an invoice for the previous month. All invoices shall include, at a minimum, the contract and purchase order number, employees name and the number of uniforms cleaned and returned for each employee. Items are to be identified by and line item number per employee. Failure to disclose all offered and accepted prompt payment terms on all billing notice/invoice activities may be subject to the legal and contractual remedies available to the State inclusive of, but not limited to, credits to eligible agencies, contract cancellation, or any other remedy available by law. The eligible agency shall make every effort to process payment within 30 calendar days after receipt and approval of a signed invoice submitted within the time frames described above.
- 8.3 Payments made by the eligible agency to the Contractor pursuant to this contract are conditioned upon the availability, to the eligible agency, of funds authorized for expenditure in the manner, and for the purpose, provided herein. The eligible agency shall not be liable for any purchases and/or contracts entered into by the Contractor in anticipation of such funding.
- 8.4 At the contract expiration/termination date, the Contractor shall submit a final statement of charges, to all eligible agencies, for services rendered within 30 days of expiration/termination date. The eligible agencies shall process the claim for payment in accordance with the standard operating procedures of the State. The eligible agencies will not assure prompt or timely processing of payment for statements of charges that are received in excess of 30 days after contract expiration/termination date.
- 8.5 Under no circumstances shall the eligible agency authorize payment to the Contractor for any item/service other than those specified in this contract or for any amount other than the amount specified in the contract without a written amendment to the contract. The eligible agency shall notify the Contractor of any action taken in adjusting the amount of payment or withholding payment. The eligible agency may, at its sole option, withhold final payment under the Contract until receipt of all final reports and deliverables or completion of any financial audit.
- 8.6 Contractors may access their payment information at <http://www.venpay.gao.azdoa.gov/>.

9. DELIVERY & PICK-UP

- 9.1 Start-up orders/deliveries must be made within 4 weeks from receipt of a purchase order. Exchanges or short deliveries shall be made within 5 to 7 days (next weekly delivery) after notification. Drop off and pick-up for the purposes of laundering shall be

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performed weekly (or as mutually agreed upon by the Contractor and eligible agency). Pick up after rental/contract period end date shall be made within 7 days.

9.2 The Contractor must accommodate security requirements when making deliveries to correctional facilities. These requirements include, but are not limited to, the following:

- All trucks must stop at the security gate. The driver must provide a valid driver's license and must comply with the directions from the institutional security officer for delivery to the warehouse. All trucks are subject to search and any contraband will be confiscated and returned after the delivery is made.
- Drugs, alcohol, and weapons cannot enter the facility. Any person who takes into or out of, or attempts to take into or out of a correctional facility or the grounds belonging to adjacent to a correctional facility, any item not specifically authorized by the correctional facility shall be prosecuted under the provisions of the Arizona Revised Statutes. All persons, including employees and visitors, entering upon these confines are subject to routine searches of their person, vehicles, property of packages.
 - DEFINITION- A.R.S. 13-2501. Contraband means any dangerous drug, narcotic drug, intoxication liquor of any kind, deadly weapon, dangerous instrument, explosive or any other article whose use or possession would endanger the safety, security, or preservation of order in a correctional institution or any person therein. (Any other article includes any substance which could cause abnormal behavior, i.e. marijuana, non-prescription medication, etc.)
 - PROMOTING PRISON CONTRABAND - A.R.S. 13-2505 (a Class 5 felony) A person, not otherwise authorized by law, commits promoting prison contraband:
 - By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - By knowingly conveying contraband to any person confined in a correctional facility; or
 - By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.
- Tobacco cannot enter any facility. Due to the hazards of smoking, exposure to second hand smoke and State laws prohibiting tobacco use at safe school sites (secure facilities) and other publicly owned locations, the eligible agency shall protect its employees and clients from the dangers of smoking in compliance to ARS § 36-601.01, 02. Tobacco products include: Cigarettes; Cigars; Smokeless Tobacco; Chewing Tobacco; Snuff.
- Vehicles arriving with any of the above noted types items may not be allowed to enter or will be required to turn in all questionable items to security/facility officer prior to entering.

9.3 Vehicles arriving and departing from certain secure agency facilities or grounds are subject to inspection and clearance by security personnel. The Contractor shall be aware of all such facilities and conform to all security regulations and procedures necessary to conduct business within those facilities.

9.4 The contractor shall abide by all rules and general operating policies and procedures formally adopted by the eligible agency as applicable for fulfilling the obligations outlined in the contract including but not limited to all staff behavior policies, security measures and personnel clearance procedures.

9.5 ***Violation of safety rules, regulations, or practices may be considered grounds for termination of the contract.***

10. 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.

11. 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 either the agency (within an agencies delegated authority) or 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.

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12. PRICING

The contract price shall be firm fixed and contained in the line items in ProcureAZ.

13. PRICE INCREASE

13.1 The State may review a fully documented request for a price increase only at the time of contract extension. The requested increases shall be based upon a cost increase to the Contractor that was clearly unpredictable at the time of the offer and is directly correlated the price of the product/service contractually covered.

13.2 All written requests for price adjustments made by the contractor shall be initiated thirty (30) days in advance of any desired price increase to allow the State sufficient time to make a fair and equitable determination to any such requests.

13.3 All price adjustments will be implemented by a formal contract amendment. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

14. PRICE REDUCTIONS

Price reductions may be submitted in writing to the state for consideration at any time during the contract period. The Contractor shall offer the State a price reduction on the contract product(s) concurrent with any decrease in MSRP. The State at its own discretion may accept a price reduction. Price reductions shall include the following:

- A formal announcement from the manufacturer that the cost of the contract product has been reduced.
- Documentation, i.e., published cost lists, from the manufacturer showing, to the satisfaction of the State, the actual cost reduction.
- Documentation showing that the published cost reductions have been offered to other distributors.

15. PRODUCT DISCONTINUANCE

The State may award contracts for particular products, models and/or product lines of parts as a result of this solicitation. In the event that the manufacturer discontinues a product, model or product line, the State at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The contractor shall request permission to substitute a new product, model or product line and provide the following:

- Documentation from the manufacturer that the product, model or product line has been discontinued.
- Documentation from the manufacturer that names the replacement product, model or product line.

16. ORDERING SUPPORT

Contractor(s) shall provide and maintain a toll free number and/or website for eligible agency use. Failure to maintain this service may be cause for cancellation of the contract.

17. CANCELLATION

17.1 The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day Demand for Assurance to the Contractor if any of the following occur:

- The Contractor provides product that does not meet the specifications of the contract.
- The Contractor fails to adequately perform the services set forth in the specifications of the contract.
- The Contractor fails to complete the work required or furnish the materials required with in the time stipulated by the contract.
- The Contractor fails to make progress in the performance of the contract and/or gives the state reason to believe that the Contractor will not or cannot perform to the requirements of the contract.

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17.2 Upon receipt of the Demand for Assurance, the Contractor shall have ten (10) days to provide a satisfactory response to the state. Failure on the part of the Contractor to adequately address all issues of concern may result in the state resorting to any single or combinations of the following remedies.

- Cancellation of contract.
- Reserve all rights or claims to damage for breach of any covenant of the contract.
- Perform any test or analysis on materials for compliance with the specifications of the contract. If the result of any test confirms a material non-compliance with the specifications, any reasonable expense of testing shall be borne by the contractor.

17.3 In case of default, the state reserves the right to purchase materials, or to complete the required work in accordance with the Arizona Procurement Code. The state may recover reasonable excess costs from the contractor by:

- Deduction form an unpaid balance
- Collection against the bid and/or performance bond; or
- Any combination of the above or any other remedies as provided by law.

18. CANCELLATION FOR POSSESSION OF WEAPONS ON STATE PROPERTY

This contract may be cancelled if contractor or any subcontractors or others in the employ or under the supervision of the Contractor or subcontractors is found to be in possession of weapons. Possession of weapons (firearms, explosive device, knife or blade of more than three inches, or any other instrument designed for lethal or disabling use) is prohibited on State property pursuant to A.R.S. §13_3102. Such property includes State owned or leased office building, yards, parking lots, construction sites or state owned vehicles. Further, if the contractor or any subcontractors or others in the employ or under the supervision of the contractors or subcontractors are asked by an State official to leave the State property and fail to comply with such a request shall result in cancellation of the contract and anyone who refuses, whether armed or not, is subject to prosecution under A.R.S. § 13_1502, 'Criminal trespass in the third degree; classification.'

19. 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.

20. APPROPRIATION OF FUNDS

Every payment obligation of the eligible agency under this contract is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this contract, this contract may be terminated by the Eligible Agency at the end of the period for which funds are available. No liability shall accrue to the agency or the State of Arizona in the event this provision is exercised, and neither the eligible agency nor the State shall be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.

21. CHANGE IN LEGAL STATUS


The Contractor shall give the Procurement Officer written notice thirty (30) days in advance of any change in its legal or financial status, such as a merger or consolidation with another entity, a change in name, bankruptcy, or any action concerning that status pending before the Arizona Corporation Commission or the Arizona Secretary of State.

22. WARRANTY

Any and all garments supplied under this contract shall be fully guaranteed by the Contractor for the entire rental period. Any defects of design, workmanship, or materials that would result in non-compliance with the contract's specifications shall be fully corrected by the contractor without a cost to the State.

23. NEW PRODUCTS

The State, at its sole discretion, may allow new products announced by manufactures represented on the contract to be incorporated. The request may be submitted at any time during the contract period and shall be supplemented with the following

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information. Failure to supply any of the following information with the request shall result in the State not considering the request.

- A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.
- Documentation from the manufacturer that cites the effected products by item number and description.
- Documentation that provides clear evidence that the new products are those that are within the awarded contract product category. **NO OTHER PRODUCTS WILL BE ALLOWED.**

Approval shall be in the form of a contract amendment and shall become effective on the date specified in the amendment. Upon approval by the State, the Contractor shall make available all catalog/price list updates to all eligible agencies at no additional cost to the State.

24. RISK AND LIABILITY

24.1 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 "Indemnatee") 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 Indemnatee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnatee, 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.

24.2 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.

A. MINIMUM SCOPE AND LIMITS OF INSURANCE: Contractor shall provide coverage with limits of liability not less than those stated below.

1. Commercial General Liability – Occurrence Form

Policy shall include bodily injury, property damage, personal and advertising 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 |

- 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***



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performed by or on behalf of the Contractor.” 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.

- b. Policy shall contain a waiver of subrogation endorsement in favor of 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.

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
 - 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.”** 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.
 - b. Policy shall contain a waiver of subrogation endorsement in favor of the State of Arizona, as 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.
 - c. Policy shall contain a severability of interest provision.

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


- a. Policy shall contain a waiver of subrogation endorsement in favor of 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 subcontractors exempt under A.R.S. § 23-901, and when such contractor or subcontractor executes the appropriate waiver (Sole Proprietor/Independent Contractor) form.

B. ADDITIONAL INSURANCE REQUIREMENTS: The policies shall include, or be endorsed to include, the following provisions:

1. The Contractor's policies shall stipulate that the insurance afforded the Contractor shall be primary insurance and that any insurance carried by the Department, its agents, officials, employees or the State of Arizona shall be excess and not contributory insurance, as provided by A.R.S. § 41-621 (E).
2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

C. 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 the Department and shall be sent by certified mail, return receipt requested.

D. ACCEPTABILITY OF INSURERS: Contractors insurance shall be placed with companies duly licensed in the State of Arizona or hold approved non-admitted status on the Arizona Department of Insurance List of Qualified Unauthorized Insurers. Insurers shall have an "A.M. Best" rating of not less than A- VII or duly authorized to transact Workers' Compensation insurance in the State of Arizona. 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.

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E. 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 an authorized representative.

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. 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 Department. 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 copies of all insurance policies required by this Contract at any time.

F. SUBCONTRACTORS: Contractors' certificate(s) shall include all subcontractors as insured's 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.

G. 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.

H. 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.

25. STATE OF ARIZONA PURCHASING CARD PROGRAM

The State of Arizona utilizes a purchasing card (PCard) program. The Contractor shall accept payments from State agencies via this PCard program in the same manner as other credit card type purchases.

26. PROTECTION OF FACILITIES AND GROUNDS

26.1 The Contractor shall provide the services contained herein in such a manner that does not result in damage to State and eligible agency facilities, grounds, landscaping, utilities, or structures. In the event that damage does occur during the performance of this contract, the Contractor shall repair or replace the damage at no cost to the State or eligible agency as specified.

26.2 Should the Contractor fail or refuse to make proper repairs or replacements, the Contractor shall be liable for the cost thereof which may be deducted from unpaid invoices or by any other means provided by law. Any and all equipment supplied by the Contractor(s) for use by an eligible agency shall remain the property of the Contractor.

27. FUEL SURCHARGE

Due to the unpredictability of the fuel market, under no circumstances will the State accept any surcharges on any invoice for fuel.

28. SUBCONTRACTS

28.1 Supplemental to the Uniform Terms and Conditions, Section 5.2, Subcontracts, Contractor shall not enter into any Subcontract under this Contract, for the performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

28.2 The issuance of subcontracts shall not relieve Contractor of any of its obligations under the contract, including, among other things, the obligation to properly supervise and coordinate the work of subcontractors performing for the Contractor under this contract. Subcontracts shall incorporate by reference the terms and conditions of this contract. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

29. 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



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authorization(s) may be approved by either the agency (within an agency's delegated authority) or 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.

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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 or 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.
- 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;



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- 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 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.

2.7. 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 non-compliance 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 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.

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- 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 this 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 of 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 Section 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.
- 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 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. 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 I.R.S. W9 Form on file with



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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; or
 - 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.

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



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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 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



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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.

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.


	<h1>Uniform Terms and Conditions</h1>		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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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 interest 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.

	Uniform Terms and Conditions		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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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 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Attachment I

Solicitation No.: ADSPO13-00002969

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Description: Statewide Uniform Rental & Laundry Services

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

ORGANIZATION PROFILE

Firm Name				
Year Present Firm was Established		Principal Business Address		
Telephone Number		Web Address		
CONTRACT REPRESENTATIVES TO CONTACT				
	Name	Title	Telephone Number	E-Mail Address
1				
2				
EXPERIENCE				
Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years. Please make sure all information is accurate and easily verifiable.				
1	Client Company	Contact	Begin Date	End Date
	Address	Phone Number	Email Address	
	Services Provided			
2	Client Company	Contact	Begin Date	End Date
	Address	Phone Number	Email Address	
	Services Provided			
3	Client Company	Contact	Begin Date	End Date
	Address	Phone Number	Email Address	
	Services Provided			



Attachment II

Solicitation No.: ADSP013-00002969

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Description: Statewide Uniform Rental & Laundry Services

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

GARMENT PROTECTION PLAN

A large number of garments under a resultant contract will be subject to extreme wear and tear (i.e. oil, mechanical grease, battery acid, etc.) that require or warrant replacement. **Bidders shall DESCRIBE IN DETAIL any garment protection plan that can be extended in order to minimize cost to the eligible agency.** The cost of this plan shall be indicated on the appropriate line item in ProcureAZ.



End of Solicitation

Solicitation No.: ADSP013-00002969

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Description: Statewide Uniform Rental & Laundry Services

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

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Attachment I

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Description: Statewide Uniform Rental & Laundry Services

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

ORGANIZATION PROFILE

Firm Name
Mission Linen and Uniform Supply

Year Present Firm was Established 1930	Principal Business Address 2652 South 16th Street, Phoenix, AZ 85034
--	--

Telephone Number 480-688-5858	Web Address www.missionlinen.com
---	--

CONTRACT REPRESENTATIVES TO CONTACT

Name	Title	Telephone Number	E-Mail Address
1 Anthony Fernichio	Regional Sales Director	480-688-5858	tfernichio@missionlinen.com
2 Sam McFarland	Account Representative	602-757-2663	smcfarland@missionlinen.com

EXPERIENCE

Provide three (3) organizations for which your firm provided services of similar size and scope within the past 3 years.
Please make sure all information is accurate and easily verifiable.

Client Company 1 City of Glendale	Contact Teresa Hernandez	Begin Date 5/08	End Date Current
Address 5850 W Glendale Ave Suite 330, Glendale AZ 85301	Phone Number 623-930-4177	Email Address thernandez@glendaleaz.com	

Services Provided
Industrial Uniforms, towels and dust control items

Client Company 2 City of Mesa	Contact Diane Ross	Begin Date 9/01	End Date Current
Address 20 E Main Street, Suite 400, Mesa, AZ 85211	Phone Number 480-644-2064	Email Address diane.ross@mesaaz.gov	

Services Provided
Industrial Uniforms, towels and dust control items

Client Company 3 City of Tempe	Contact Lisa Goodman	Begin Date 2/06	End Date Current
Address 20 East 6th Street, Tempe, AZ 85280	Phone Number 480-350-8533	Email Address lisa__goodman@tempe.gov	

Services Provided
Industrial Uniforms, towels and dust control items



Attachment I

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

SERVICEABILITY

Please provide evidence that your company can provide product and service for a statewide contract.

Please provide the number of employees currently on staff:

63

Please provide the number of locations your company has in the State of Arizona:

4

Please list the addresses of each location: (If more than will fit, please use an additional sheet)

1. 2652 South 16th Street, Suite A, Phoenix, AZ 85034 (Operating Facility)
2. 2652 South 16th Street, Suite B, Phoenix, AZ 85034 (Operating Facility)
3. 301 S. Park Avenue, Tucson, AZ 85719 (Operating Facility)
4. 2540 E. Huntington Drive, Flagstaff, AZ 86004 (Operating Facility)

5. _____
6. _____
7. _____
8. _____
9. _____
10. _____

Can you service a statewide contract:

Yes

No

I certify that all information listed above is complete, honest and accurate as of the date listed below and that any untrue or misleading information will give the State of Arizona the right to terminate my contract and award to another bidder.

X
Signature

May 6, 2013
Date

	Attachment II		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
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GARMENT PROTECTION PLAN

A large number of garments under a resultant contract will be subject to extreme wear and tear (i.e. oil, mechanical grease, battery acid, etc.) that require or warrant replacement. **Bidders shall DESCRIBE IN DETAIL any garment protection plan that can be extended in order to minimize cost to the eligible agency.** The cost of this plan shall be indicated on the appropriate line item in ProcureAZ.

With the Mission Uniform Garment Maintenance Program, the most common concern for uniform rental customers of incurring additional costs for replacing damaged garments or unexpected uniform repairs has been eliminated. The Mission Uniform Garment Maintenance Program provides strong value-added benefits to customers with a guarantee of no hidden charges. This covers any garment that both parties agree is worn out due to normal wear and tear including any size exchanges.


Customers maintain control of uniform cleaning and rental expenses and enjoy peace of mind knowing that employees will wear clean, comfortable, safe uniforms and look great, too.

Employee accidentally tears a garment (No charge to replace)

Employee accidentally tears a garment beyond repair (No charge to replace)

Employee accidentally permanently soils a garment (No charge to replace)

Customer is still responsible for lost garments

	Offer and Acceptance		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	SOLICITATION NO.: ADSP013-00002767	PAGE 3	
	OFFEROR: [Insert company name here]	OF 43	

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.:
07097215B

Federal Employer Identification No.:
95 1942549

E-mail: tfemichio@missionlinen.com
 Phone: 480-688-5858
 Fax: 602-256-0279

Mission Linen and Uniform Supply
Company Name
2652 South 16th Street, Suite B
Address
Phoenix Arizona 85034
City State Zip


Signature of Person Authorized to Sign Offer
Anthony Femichio
Printed Name
Regional Sales Director
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. §§ 41-1491 through 1495.
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.

ADSP013-047995, 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 16 day of May 2013


 Procurement Officer



Contract Amendment

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

Contract No.: ADSP013-047995
 Statewide Uniform Rentals and Laundry
 Services

PAGE
1 OF 1

Amendment No.: One (1)

CONTRACTOR:
 Mission Uniform and Linen Supply
 2652 S. 16th Street, Suite A
 Phoenix, AZ 85034

STATE AGENCY:
 AZ Department of Administration
 State Procurement Office
 100 N. 15th Avenue, Suite 201
 Phoenix, AZ 85007

CONTACT: Tony Fernichio
PHONE: (480)688-5858
EMAIL: tfernichio@missionlinen.com

CONTACT: Betty Austin, CPPB
PHONE: (602)364-0102
EMAIL: betty.austin@azdoa.gov

Statewide Uniform Rentals and Laundry Services

1. In accordance with Special Term and Condition Paragraph #5, Contract Extension, on Page 11 of 31, the aforementioned contract is hereby extended for an additional one-year period. The term of the extended contract shall be from May 19, 2014 through May 18, 2015.
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.

 2-26-14
 Signature Date

 2/26/14
 Signature Date

Anthony Fernichio
 Account Representative
 Printed/Typed Name and Title

BETTY AUSTIN, CPPB
 PROCUREMENT SPECIALIST
 Printed/Typed Name and Title



Contract Change Order Summary

Contract No.: ADSP013-047995

Change Order No.: 05

Date: February 19, 2015

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

The above mentioned contract is hereby amended as follows;

A. In accordance with Special Terms and Conditions Section 5, Contract Renewal, the contract is hereby extended through May 18, 2016.

B. Special Terms and Conditions Section 2, Eligible Agencies, is hereby modified and shall read as follows;

2. ELIGIBLE AGENCIES (STATEWIDE)

This Contract shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible State Purchasing Cooperative members may participate at their discretion. In order to participate in this contract, a cooperative member shall have entered into a Cooperative Purchasing Agreement with the Department of Administration, State Procurement Office as required by Arizona Revised Statutes § 41-2632.

Membership in the State Purchasing Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts. Membership is also available to all non-profit organizations, as well as State governments, the US Federal Government and Tribal Nations. Non-profit organizations are defined in A.R.S. § 41-2631(4) as any nonprofit corporation as designated by the internal revenue service under section 501(c)(3) through 501(c)(6).

**ALL OTHER REQUIREMENTS, SPECIFICATIONS, TERMS AND CONDITIONS REMAIN UNCHANGED
ACKNOWLEDGEMENT AND AUTHORIZATION**

This change order shall be fully executed upon the approval electronically in ProcureAZ by an authorized representative of the Contractor and applied to the contract in ProcureAZ by the Procurement Officer or delegate.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MISSION LINEN SUPPLY, INC.**

EXHIBIT B

Statewide Uniform Rentals and Laundry Services – Pricing Sheets



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

Purchase Order No.: ADSP013-047995
 Organizational Reference No.:
 Effective Date: 05/19/2013
 Valid Through: 05/18/2014

V E N D O R	Vendor Number: 9000003920 MISSION UNIFORM AND LINEN SUPPLY 2652 South 16th Street Suite A Phoenix, AZ 85034
--	--

I S S U E D B Y	State Procurement Office State Procurement Office 100 N. 15th Avenue Suite 201 Attention Procurement Group Phoenix, AZ 85007 Ryan Litner (602) 542-5511
---	--

Contract No.: ADSP013-047995
 Title: Statewide Uniform Rentals and Laundry Services

The following documents make up the Contract and are incorporated herein by reference.

- PO Terms & Conditions
- Solicitation File
- Contract File
- Contract Administration File

Blanket Instructions TERMS AND CONDITIONS set forth in our Bid, Quotation, or Purchase Order are incorporated herein by reference and become a part of this order.
--

Solicitation (Bid) No.:					Payment Terms: 2% 10 Net 30	
					Shipping Terms: As Specified	
					Delivery Calendar Day(s) A.R.O.: 1	
Item	Description	Requisition	Quantity	Unit	Unit Price	Total
1	Prices are to be based on one garment per week					
2	Class-Item 200-85 Rental: Industrial Work Shirt, LS Sizes S-XL		0.00	EA	\$ 0.12	\$ 0.00
3	Class-Item 200-85 Rental: Industrial Work Shirt, LS Sizes 2XL & Up		0.00	EA	\$ 0.12	\$ 0.00
4	Class-Item 200-85 Laundry: Industrial Work Shirt, LS Sizes S-XL		0.00	EA	\$ 0.12	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

5	Class-Item 200-85 Laundry: Industrial Work Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
6	Class-Item 200-85 Rental: Industrial Work Shirt, SS Sizes S-XL	0.00	EA	\$ 0.12	\$ 0.00
7	Class-Item 200-85 Rental: Industrial Work Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
8	Class-Item 200-85 Laundry: Industrial Work Shirt, SS Sizes S-XL	0.00	EA	\$ 0.12	\$ 0.00
9	Class-Item 200-85 Laundry: Industrial Work Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.12	\$ 0.00
10	Class-Item 200-85 Rental: Executive Shirt, LS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
11	Class-Item 200-85 Rental: Executive Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
12	Class-Item 200-85 Laundry: Executive Shirt, LS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
13	Class-Item 200-85 Laundry: Executive Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
14	Class-Item 200-85 Rental: Executive Shirt, SS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00
15	Class-Item 200-85 Rental: Executive Shirt, SS Sizes 2XL & Up	1.00	EA	\$ 0.15	\$ 0.15
16	Class-Item 200-85 Laundry: Executive Shirt, SS Sizes S-XL	0.00	EA	\$ 0.15	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

17	Class-Item 200-85 Laundry: Executive Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.15	\$ 0.00
18	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
19	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
25	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
20	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
21	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
22	Class-Item 200-85 Rental: Polo Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
23	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
24	Class-Item 200-85 Laundry: Polo Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
26	Class-Item 200-85 Rental: Polo Shirt, Cotton, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
27	Class-Item 200-85 Rental: Polo Shirt, Cotton, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
28	Class-Item 200-85 Laundry: Polo Shirt, Cotton, LS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

29	Class-Item 200-85 Laundry: Polo Shirt, Cotton, LS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
30	Class-Item 200-85 Rental: Polo Shirt, Cotton, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
31	Class-Item 200-85 Rental: Polo Shirt, Cotton, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
32	Class-Item 200-85 Laundry: Polo Shirt, Cotton, SS Sizes S-XL	0.00	EA	\$ 0.19	\$ 0.00
33	Class-Item 200-85 Laundry: Polo Shirt, Cotton, SS Sizes 2XL & Up	0.00	EA	\$ 0.19	\$ 0.00
34	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
35	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
36	Class-Item 200-85 Rental: Men's Denim Jean Pant, Regular Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
37	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
38	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
39	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Regular Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
40	Class-Item 200-85 Rental: Women's Denim Jean Pant, Regular Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

41	Class-Item 200-85 Rental: Women's Denim Jean Pant, Regular Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
205	Class-Item 983-86 Rental: Women's Denim Jean Pant, Regular Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
206	Class-Item 983-86 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
42	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
43	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Regular Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
44	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
45	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
46	Class-Item 200-85 Rental: Men's Denim Jean Pant, Relaxed Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
47	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
48	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
49	Class-Item 200-85 Laundry: Men's Denim Jean Pant, Relaxed Fit Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
50	Class-Item 200-85 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00



ARIZONA STATE CONTRACT

MASTER CONTRACT - TERM

51	Class-Item 200-85 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
207	Class-Item 983-86 Rental: Women's Denim Jean Pant, Relaxed Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
208	Class-Item 983-86 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
52	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
53	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Relaxed Fit Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
54	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
55	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
59	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
56	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
57	Class-Item 200-85 Laundry: Women's Denim Jean Pant, Maternity Style Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
58	Class-Item 200-85 Rental: Women's Denim Jean Pant, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
60	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 28x28 - 42x36	0.00	EA	\$ 0.15	\$ 0.00



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61	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 44x28 - 58x36	0.00	EA	\$ 0.15	\$ 0.00
62	Class-Item 200-85 Rental: Men's Industrial Pant, Preshrunk Sizes 58x36 & Up	0.00	EA	\$ 0.15	\$ 0.00
63	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 28x28 - 42x36	0.00	EA	\$ 0.15	\$ 0.00
64	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 44x28 - 58x36	0.00	EA	\$ 0.15	\$ 0.00
65	Class-Item 200-85 Laundry: Men's Industrial Pant, Preshrunk Sizes 58x36 & Up	0.00	EA	\$ 0.15	\$ 0.00
66	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
67	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
209	Class-Item 983-86 Rental: Women's Industrial Pant, Preshrunk Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
210	Class-Item 983-86 Laundry: Women's Industrial Pant, Preshrunk Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
68	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
69	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
70	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00



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71	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
72	Class-Item 200-85 Rental: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
73	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 6-14	0.00	EA	\$ 0.15	\$ 0.00
74	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 16-24	0.00	EA	\$ 0.15	\$ 0.00
75	Class-Item 200-85 Laundry: Women's Industrial Pant, Preshrunk, Maternity Style Sizes 24 & Up	0.00	EA	\$ 0.15	\$ 0.00
76	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.17	\$ 0.00
77	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.17	\$ 0.00
78	Class-Item 200-85 Rental: Men's Executive Pleated Pant, Easy Fit Sizes 58x36 & Up	0.00	EA	\$ 0.17	\$ 0.00
79	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 28x28 - 42x36	0.00	EA	\$ 0.17	\$ 0.00
80	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 44x28 - 58x36	0.00	EA	\$ 0.17	\$ 0.00
81	Class-Item 200-85 Laundry: Men's Executive Pleated Pant, Easy Fit Sizes 58x36 & Up	0.00	EA	\$ 0.17	\$ 0.00
82	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 6-14	0.00	EA	\$ 0.17	\$ 0.00



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83	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 16-24	0.00	EA	\$ 0.17	\$ 0.00
211	Class-Item 983-86 Rental: Women's Executive Pleated Pant, Easy Fit Sizes 24 & Up	0.00	EA	\$ 0.17	\$ 0.00
212	Class-Item 983-86 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 24 & Up	0.00	EA	\$ 0.17	\$ 0.00
84	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 6-14	0.00	EA	\$ 0.17	\$ 0.00
85	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit Sizes 16-24	0.00	EA	\$ 0.17	\$ 0.00
86	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 6-12	0.00	EA	\$ 0.17	\$ 0.00
87	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 14-20	0.00	EA	\$ 0.17	\$ 0.00
88	Class-Item 200-85 Rental: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 22 & Up	0.00	EA	\$ 0.17	\$ 0.00
89	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 6-12	0.00	EA	\$ 0.17	\$ 0.00
90	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 14-20	0.00	EA	\$ 0.17	\$ 0.00
91	Class-Item 200-85 Laundry: Women's Executive Pleated Pant, Easy Fit, Maternity Style Sizes 22 & Up	0.00	EA	\$ 0.17	\$ 0.00
213	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 28x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00



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214	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
215	Class-Item 983-86 Rental: Men's Cotton Flat Front Pant Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
216	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 26x28 - 42x36	0.00	EA	\$ 0.19	\$ 0.00
217	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 44x28 - 58x36	0.00	EA	\$ 0.19	\$ 0.00
218	Class-Item 983-86 Laundry: Men's Cotton Flat Front Pant Sizes 58x36 & Up	0.00	EA	\$ 0.19	\$ 0.00
219	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
220	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
221	Class-Item 983-86 Rental: Women's Cotton Flat Front Pant Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
222	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 6-14	0.00	EA	\$ 0.19	\$ 0.00
223	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 16-24	0.00	EA	\$ 0.19	\$ 0.00
224	Class-Item 983-86 Laundry: Women's Cotton Flat Front Pant Sizes 24 & Up	0.00	EA	\$ 0.19	\$ 0.00
92	Class-Item 200-85 Rental: Men's Shorts, Slack Styling Sizes 28x28 - 42x36	0.00	EA	\$ 0.14	\$ 0.00



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93	Class-Item 200-85 Rental: Men's Shorts, Slack Styling Sizes 44x28 - 58x36	0.00	EA	\$ 0.14	\$ 0.00
94	Class-Item 200-85 Laundry: Men's Shorts, Slack Styling Sizes 28x28 - 42x36	0.00	EA	\$ 0.14	\$ 0.00
95	Class-Item 200-85 Laundry: Men's Shorts, Slack Styling Sizes 44x28 - 58x36	0.00	EA	\$ 0.14	\$ 0.00
96	Class-Item 200-85 Rental: Women's Shorts, Slack Styling Sizes 2-18	0.00	EA	\$ 0.14	\$ 0.00
97	Class-Item 200-85 Rental: Women's Shorts, Slack Styling Sizes 20-24	0.00	EA	\$ 0.14	\$ 0.00
98	Class-Item 200-85 Laundry: Women's Shorts, Slack Styling Sizes 2-18	0.00	EA	\$ 0.14	\$ 0.00
99	Class-Item 200-85 Laundry: Women's Shorts, Slack Styling Sizes 20-24	0.00	EA	\$ 0.14	\$ 0.00
100	Class-Item 200-85 Rental: Men's Coveralls, Polyester/Cotton Sizes 28x28 - 42x36	0.00	EA	\$ 0.25	\$ 0.00
101	Class-Item 200-85 Rental: Men's Coveralls, Polyester/Cotton Sizes 44x28 - 58x36	0.00	EA	\$ 0.25	\$ 0.00
102	Class-Item 200-85 Laundry: Men's Coveralls, Polyester/Cotton Sizes 28x28 - 42x36	0.00	EA	\$ 0.25	\$ 0.00
103	Class-Item 200-85 Laundry: Men's Coveralls, Polyester/Cotton Sizes 44x28 - 58x36	0.00	EA	\$ 0.25	\$ 0.00
104	Class-Item 200-85 Rental: Women's Coveralls, Polyester/Cotton Sizes 2-18	0.00	EA	\$ 0.25	\$ 0.00



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105	Class-Item 200-85 Rental: Women's Coveralls, Polyester/Cotton Sizes 20-28	0.00	EA	\$ 0.25	\$ 0.00
106	Class-Item 200-85 Laundry: Women's Coveralls, Polyester/Cotton Sizes 2-18	0.00	EA	\$ 0.25	\$ 0.00
107	Class-Item 200-85 Laundry: Women's Coveralls, Polyester/Cotton Sizes 20-28	0.00	EA	\$ 0.25	\$ 0.00
108	Class-Item 200-85 Rental: T-Shirt, LS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
109	Class-Item 200-85 Rental: T-Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
110	Class-Item 200-85 Laundry: T-Shirt, LS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
111	Class-Item 200-85 Laundry: T-Shirt, LS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
112	Class-Item 200-85 Rental: T-Shirt, SS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
113	Class-Item 200-85 Rental: T-Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
114	Class-Item 200-85 Laundry: T-Shirt, SS Sizes XS-XL	0.00	EA	\$ 0.11	\$ 0.00
115	Class-Item 200-85 Laundry: T-Shirt, SS Sizes 2XL & Up	0.00	EA	\$ 0.11	\$ 0.00
116	Class-Item 200-85 Rental: Jacket, Bomber Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00



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117	Class-Item 200-85 Rental: Jacket, Bomber Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
118	Class-Item 200-85 Laundry: Jacket, Bomber Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
119	Class-Item 200-85 Laundry: Jacket, Bomber Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
120	Class-Item 200-85 Rental: Jacket, Ike Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
121	Class-Item 200-85 Rental: Jacket, Ike Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
122	Class-Item 200-85 Laundry: Jacket, Ike Style Sizes XS-XL	0.00	EA	\$ 0.29	\$ 0.00
123	Class-Item 200-85 Laundry: Jacket, Ike Style Sizes 2XL & Up	0.00	EA	\$ 0.29	\$ 0.00
124	Class-Item 200-85 Rental: Basic Lab Coat Chest Size 38"-48"	0.00	EA	\$ 0.13	\$ 0.00
125	Class-Item 200-85 Rental: Basic Lab Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
126	Class-Item 200-85 Laundry: Basic Lab Coat Chest Size 38"-48"	0.00	EA	\$ 0.13	\$ 0.00
127	Class-Item 200-85 Laundry: Basic Lab Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
128	Class-Item 200-85 Rental: Apron, With/Without Pocket, Bib Style One Size Fits All	0.00	EA	\$ 0.15	\$ 0.00



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129	Class-Item 200-85 Laundry: Apron, With/Without Pocket, Bib Style One Size Fits All	0.00	EA	\$ 0.15	\$ 0.00
130	Class-Item 200-85 Rental: Chef Coat Chest Size 34"-48"	0.00	EA	\$ 0.13	\$ 0.00
131	Class-Item 200-85 Rental: Chef Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
132	Class-Item 200-85 Laundry: Chef Coat Chest Size 34"-48"	0.00	EA	\$ 0.13	\$ 0.00
133	Class-Item 200-85 Laundry: Chef Coat Chest Size 50" & Up	0.00	EA	\$ 0.13	\$ 0.00
194	Class-Item 200-85 Rental: Scrub Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
195	Class-Item 200-85 Rental: Scrub Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
196	Class-Item 200-85 Laundry: Scrub Shirt, Cotton/Polyester, SS Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
197	Class-Item 200-85 Laundry: Scrub Shirt, Cotton/Polyester, SS Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
198	Class-Item 200-85 Rental: Scrub Pant, Cotton/Polyester Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00
199	Class-Item 200-85 Rental: Scrub Pant, Cotton/Polyester Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
200	Class-Item 200-85 Laundry: Scrub Pant, Cotton/Polyester Sizes S-XL	0.00	EA	\$ 0.10	\$ 0.00



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201	Class-Item 200-85 Laundry: Scrub Pant, Cotton/Polyester Sizes 2XL & Up	0.00	EA	\$ 0.10	\$ 0.00
134	Class-Item 200-85 Rental: Shop Towel	0.00	EA	\$ 0.02	\$ 0.00
135	Class-Item 200-85 Laundry: Shop Towel	0.00	EA	\$ 0.02	\$ 0.00
136	Class-Item 200-85 Rental: Bar Towel	0.00	EA	\$ 0.04	\$ 0.00
137	Class-Item 200-85 Laundry: Bar Towel	0.00	EA	\$ 0.04	\$ 0.00
138	Class-Item 200-85 Rental: Fender Cover	0.00	EA	\$ 0.21	\$ 0.00
139	Class-Item 200-85 Laundry: Fender Cover	0.00	EA	\$ 0.21	\$ 0.00
140	Class-Item 200-85 Rental: Dust Mop, Quick Change, 24"	0.00	EA	\$ 0.47	\$ 0.00
141	Class-Item 200-85 Rental: Dust Mop, Quick Change, 36"	0.00	EA	\$ 0.64	\$ 0.00
142	Class-Item 200-85 Rental: Dust Mop, Collapsible, 24"	0.00	EA	\$ 0.47	\$ 0.00
143	Class-Item 200-85 Rental: Dust Mop, Collapsible, 36"	0.00	EA	\$ 0.64	\$ 0.00
144	Class-Item 200-85 Laundry: Dust Mop, Quick Change, 24"	0.00	EA	\$ 0.47	\$ 0.00



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145	Class-Item 200-85 Laundry: Dust Mop, Quick Change, 36"	0.00	EA	\$ 0.64	\$ 0.00
146	Class-Item 200-85 Laundry: Dust Mop, Collapsible, 24"	0.00	EA	\$ 0.47	\$ 0.00
147	Class-Item 200-85 Laundry: Dust Mop, Collapsible, 36"	0.00	EA	\$ 0.64	\$ 0.00
148	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 3'x4'	0.00	EA	\$ 1.27	\$ 0.00
149	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 4'x6'	0.00	EA	\$ 1.66	\$ 0.00
150	Class-Item 200-85 Rental: Floor Mat, Greeting/Safety, 3'x10'	0.00	EA	\$ 2.49	\$ 0.00
151	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 3'x4'	0.00	EA	\$ 0.85	\$ 0.00
152	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 4'x6'	0.00	EA	\$ 1.49	\$ 0.00
153	Class-Item 200-85 Rental: Floor Mat, Anti-Fatigue, 3'x10'	0.00	EA	\$ 1.91	\$ 0.00
154	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 3'x4'	0.00	EA	\$ 1.27	\$ 0.00
155	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 4'x6'	0.00	EA	\$ 1.66	\$ 0.00
156	Class-Item 200-85 Laundry: Floor Mat, Getting/Safety, 3'x10'	0.00	EA	\$ 2.49	\$ 0.00



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157	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 3'x4'	0.00	EA	\$ 0.85	\$ 0.00
158	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 4'x6'	0.00	EA	\$ 1.49	\$ 0.00
159	Class-Item 200-85 Laundry: Floor Mat, Anti-Fatigue, 3'x10'	0.00	EA	\$ 1.91	\$ 0.00
160	Class-Item 200-85 Embroidered Name Per Item	0.00	EA	\$ 0.00	\$ 0.00
161	Class-Item 200-85 Patch Stitched on Clothing Item	0.00	EA	\$ 0.00	\$ 0.00
162	Class-Item 200-85 Locker Rental	0.00	EA	\$ 0.00	\$ 0.00
163	Class-Item 200-85 Laundry/Duffel Bag	0.00	EA	\$ 0.00	\$ 0.00
164	Class-Item 200-85 Replacement Cost: Industrial Work Shirt, LS	0.00	EA	\$ 8.00	\$ 0.00
165	Class-Item 200-85 Replacement Cost: Industrial Work Shirt, SS	0.00	EA	\$ 8.00	\$ 0.00
166	Class-Item 200-85 Replacement Cost: Executive Shirt, LS	0.00	EA	\$ 12.00	\$ 0.00
167	Class-Item 200-85 Replacement Cost: Executive Shirt, SS	0.00	EA	\$ 12.00	\$ 0.00
168	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton/Polyester, LS	0.00	EA	\$ 12.00	\$ 0.00



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169	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton/Polyester, SS	0.00	EA	\$ 12.00	\$ 0.00
170	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton, LS	0.00	EA	\$ 12.00	\$ 0.00
171	Class-Item 200-85 Replacement Cost: Polo Shirt, Cotton, SS	0.00	EA	\$ 12.00	\$ 0.00
172	Class-Item 200-85 Replacement Cost: Men's Denim Jean Pant, Regular Fit	0.00	EA	\$ 13.00	\$ 0.00
173	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Regular Fit	0.00	EA	\$ 13.00	\$ 0.00
174	Class-Item 200-85 Replacement Cost: Men's Denim Jean Pant, Relaxed Fit	0.00	EA	\$ 13.00	\$ 0.00
175	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Relaxed Fit	0.00	EA	\$ 13.00	\$ 0.00
176	Class-Item 200-85 Replacement Cost: Women's Denim Jean Pant, Maternity Style	0.00	EA	\$ 13.00	\$ 0.00
177	Class-Item 200-85 Replacement Cost: Men's Industrial Pant, Preshrunk	0.00	EA	\$ 12.00	\$ 0.00
178	Class-Item 200-85 Replacement Cost: Women's Industrial Pant, Preshrunk	0.00	EA	\$ 12.00	\$ 0.00
179	Class-Item 200-85 Replacement Cost: Women's Industrial Pant, Preshrunk, Maternity Style	0.00	EA	\$ 12.00	\$ 0.00
180	Class-Item 200-85 Replacement Cost: Men's Executive Pleated Pant, Easy Fit	0.00	EA	\$ 14.00	\$ 0.00



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181	Class-Item 200-85 Replacement Cost: Women's Executive Pleated Pant, Easy Fit	0.00	EA	\$ 14.00	\$ 0.00
182	Class-Item 200-85 Replacement Cost: Women's Executive Pleated Pant, Easy Fit, Maternity Style	0.00	EA	\$ 14.00	\$ 0.00
183	Class-Item 200-85 Replacement Cost: Men's Shorts, Slack Styling	0.00	EA	\$ 11.00	\$ 0.00
184	Class-Item 200-85 Replacement Cost: Women's Shorts, Slack Styling	0.00	EA	\$ 11.00	\$ 0.00
185	Class-Item 200-85 Replacement Cost: Men's Coveralls, Polyester/Cotton	0.00	EA	\$ 17.00	\$ 0.00
186	Class-Item 200-85 Replacement Cost: Women's Coveralls, Polyester/Cotton	0.00	EA	\$ 17.00	\$ 0.00
187	Class-Item 200-85 Replacement Cost:T-Shirt, LS	0.00	EA	\$ 6.00	\$ 0.00
188	Class-Item 200-85 Replacement Cost:T-Shirt, SS	0.00	EA	\$ 6.00	\$ 0.00
189	Class-Item 200-85 Replacement Cost: Jacket, Bomber Style	0.00	EA	\$ 17.00	\$ 0.00
190	Class-Item 200-85 Replacement Cost: Jacket, Ike Style	0.00	EA	\$ 17.00	\$ 0.00
191	Class-Item 200-85 Replacement Cost: Basic Lab Coat	0.00	EA	\$ 10.00	\$ 0.00
192	Class-Item 200-85 Replacement Cost: Apron, With/Without Pocket, Bib Style	0.00	EA	\$ 10.00	\$ 0.00



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193	Class-Item 200-85 Replacement Cost: Chef Coat	0.00	EA	\$ 10.00	\$ 0.00
202	Class-Item 200-85 Replacement Cost: Scrub Shirt, Cotton/Polyester, SS	0.00	EA	\$ 7.00	\$ 0.00
203	Class-Item 200-85 Replacement Cost: Scrub Pant, Cotton/Polyester	0.00	EA	\$ 7.00	\$ 0.00
225	Class-Item 983-86 Replacement Cost: Men's Cotton Flat Front Pant	0.00	EA	\$ 13.00	\$ 0.00
226	Class-Item 983-86 Replacement Cost: Women's Cotton Flat Front Pant	0.00	EA	\$ 13.00	\$ 0.00
204	Class-Item 200-86 Garment Protection Plan	0.00	EA	\$ 0.03	\$ 0.00

TOTAL: \$ 0.15

Approved By: Ryan Litner
Phone No.: (602) 364-1087



Legislation Description

File #: 15-339, Version: 1

AUTHORIZATION TO ENTER INTO A COMMERCIAL VISUAL IMPROVEMENT PROGRAM AGREEMENT WITH CHANG PROPERTIES, L.L.C. TO REIMBURSE UP TO FIFTY PERCENT OF THE COST OF REHABILITATION IMPROVEMENTS FOR PROPERTIES LOCATED WITHIN THE DOWNTOWN REDEVELOPMENT AREA

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a Commercial Visual Improvement Program Agreement with Chang Properties, L.L.C. for an amount not to exceed \$60,236.50 for the purpose of reimbursing up to fifty percent of the cost of external rehabilitation improvements for the commercial properties located at 5817, 5819, and 5825 W. Glendale Avenue and 6835 N. 58 Drive in accordance with the Visual Improvement Program guidelines.

Background

The City of Glendale has had a Visual Improvement Program (VIP) in place since 1994 for the purpose of encouraging private commercial and industrial property owners and long-term tenants to reinvest and renovate properties within the Glendale community. The program is intended to improve the aesthetic nature of properties and to assist in bringing them up to current building code standards as needed. Eligible improvements include any external property improvements such as painting, cleaning, façade, windows, doors, signage, permanent landscaping, parking surfaces, awnings, and additions or expansions that benefit the overall appearance of the property. The program allows for the reimbursement of up to fifty percent of eligible, pre-approved rehabilitation costs.

The Office of Economic Development oversees the program which is currently funded through the Community Development Block Grant (CDBG) program and is managed in conjunction with Neighborhood Revitalization to ensure federal compliance regulations are met on all projects. Currently, eligible properties are limited to those that are within the boundaries of the designated Downtown Redevelopment Area bounded by 43rd to 67th avenues, Orangewood to Maryland avenues.

The maximum amount for any individual grant award is \$250,000 and any individual grant request in excess of \$50,000 must be approved by City Council. A business or property owner may apply for and receive more than one grant; however, City Council approval is required if the total of the requested funds exceeds \$50,000 within a three-year period.

Analysis

Chang Properties, L.L.C. owns four commercial properties in downtown Glendale and reports a total capital investment of more than \$1.5 million to date for the acquisition and comprehensive restoration of these

properties (internal, external, and structural improvements). Chang Properties, LLC has been the recipient of multiple Visual Improvement Program grant awards for these properties and is seeking additional funding for continued improvements. For detailed information on the previous grant awards and improvements by property address, as well as details regarding the improvements that would be made if this agreement is approved, please see the attached supporting document.

In 2007, City Council identified the redevelopment of the Glendale Avenue corridor as a key priority to support the overall economic development strategy for this area. While Glendale Centerline remained a City Council Key Priority for many years, the broader FY2014-15 Key Priority of supporting a strong economic development effort with a special focus for policy level support is aligned with the continued effort to create economic development opportunities for Glendale Centerline. The Visual Improvement Program is the only financial tool currently available to the City to encourage capital investment by private property owners in the Glendale Centerline area. While the tool has been effective for many years, the use of the program has slowed during the economic downturn due to the fact that it requires property owners to pay all of the capital expenses up front. Currently, there is a total of \$113,784.70 in CDBG funding available for eligible VIP projects.

Chang Properties, L.L.C. has prepared an anticipated budget for the project improvements estimated at \$120,473.00 in total. While this estimate is believed to be reasonable, if approved by City Council, formal bid requests will be prepared by Neighborhood Revitalization so the actual final costs for each of the projects may vary. Staff is recommending that City Council authorize the Acting City Manager to execute the Commercial Visual Improvement Program Agreement between the City of Glendale and Chang Properties, L.L.C. for fifty percent of the actual cost of improvements not to exceed \$60,236.50 noting that the proposed projects:

- Are eligible under the Commercial Visual Improvement Program guidelines;
- Support the development of a new business concept, the Hawker Food Centre;
- Creates additional capital investment of over \$120,000 in the Glendale Centerline; and,
- Supports the program objectives of encouraging private investment and improving the aesthetic appearance and attractiveness of multiple commercial properties.

Community Benefit/Public Involvement

Authorization of the Commercial Visual Improvement Program Agreement supports City Council's priority of creating fiscal sustainability through a strong economic development effort by encouraging private investment for physical improvements. Such improvements serve to create an attractive downtown that hosts a variety of commercial offerings to attract visitors to the area who can enjoy restaurants, shopping, and City's signature events and festivals adding to the ability to create and sustain a vibrant and active community. In return the city benefits from increased sales and property taxes from continued patronage and physical improvements.

Budget and Financial Impacts

Authorization to enter into this contract with Chang Properties, L.L.C. has no impact on the General Fund. All payments are made after the project is completed and the applicant provides proof of payment. The funds utilized for the grant reimbursement are federal funds received by the City through a Community

Development Block Grant and there is adequate funding available to support this project.

Cost	Fund-Department-Account
\$60,236.50	1320-31107-518200, Economic Development VIP 12/13

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PREVIOUS GRANT AWARDS

Contract #	Contract Date	Property Address	Business	DESCRIPTION	Grant Amount Paid	Date Paid
C-5452	9/8/2005	6835 N. 58 Dr.	Zang's Asian Bistro	Windows, doors, emergency exterior lighting, exterior paint store front and south exterior wall, repair awning, new signage.	\$ 18,056.48	8/16/2007
C-6116	7/20/2007	5819 W Glendale Ave	Zang's Bar & Grill	Construction Cost & Architect fees	\$ 40,000.00	6/25/2009
C-6416	5/13/2008	5817 W Glendale Ave	Maudie Mae's	Paint, Awning Fabric, Signage	\$ 847.24	7/17/2008
C-7921	1/31/2012	5817 W Glendale Ave	Zouk American Kitchen	Demo and build storage buildings, air conditioning, ADA exit doors, exterior electrical upgrade, exterior lighting, roof and framing, awning, signage	\$ 38,181.34	8/31/2012
C-7921	1/31/2012	5817 W Glendale Ave	Zouk American Kitchen	Architect	\$ 5,000.00	6/18/2013
					\$ 102,085.06	

PROPOSED PROJECTS

Property Address	Business Name	Description	Est. Project Cost
6835 N. 58 Dr.	Zang's Asian Bistro	Awning, signage, paint and recondition brick exterior wall, architectural and engineering, permits	\$ 22,482.00
5819 W. Glendale Ave	Cuff Kitchen	Exterior wall stucco and brick resurface, update electrical exterior	\$ 5,000.00
5817 W. Glendale Ave	Off the Cuff	Signage and security cabinets, exterior wall stucco and brick resurface, electrical, metal overhang	\$ 40,337.00
5825 W. Glendale Ave	Hawker Food Centre	Replace building windows, replace damaged awning, electrical, exterior wall stucco and brick resurface	\$ 52,654.00
			\$ 120,473.00

GRANT REQUEST AMOUNT \$ 60,236.50

**CITY OF GLENDALE
COMMERCIAL VISUAL IMPROVEMENT PROGRAM
AGREEMENT**

This Commercial Visual Improvement Program Agreement (“Agreement”) is entered into this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (“City”) and Chang Properties, L.L.C, an Arizona Limited Liability Company, authorized to do business in the State of Arizona (“Applicant”).

RECITALS

- A. The City makes grants available under its Commercial Visual Improvement Program (“VIP”) for the purpose of encouraging reinvestment in certain existing commercial or mixed-use structures located within the corporate limits of the City.
- B. Under the Commercial VIP, the City may, in its sole discretion, reimburse up to a maximum of one-half of the approved cost of rehabilitation improvements and one-half of the architectural and engineering fees up to a maximum of Five Thousand Dollars (\$5,000).
- C. Applicant’s property is located at 5817, 5819 & 5825 W. Glendale Avenue, Glendale, AZ 85301 and 6835 N 58th Drive, Glendale, AZ 85301 and is within the corporate limits of the City and is a commercial property that is at least 15 years of age and located within a Redevelopment Area.
- D. City and Applicant desire to memorialize their agreement with this document.

AGREEMENT

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

- 1. Reimbursement of Construction Costs and Architectural/Engineer Fees
 - 1.1 Reimbursement Amount. For each approved project on the Property, the City may, in its sole discretion, reimburse Applicant for up to one-half of construction costs for rehabilitation improvements (“Work”) and up to one-half of architectural and engineering fees (“Professional Services”) with a cap of \$5,000 for Professional Services. The actual reimbursement under this Agreement will not exceed \$55,236.50 for Work and \$5,000.00 for Professional Services, subject to additional amounts that may be approved by the City pursuant to the change order section of this Agreement.
 - 1.2 Eligible Costs. The Work costs eligible for reimbursement include labor, materials, equipment and other contract items necessary for the proper execution and completion of the project as designated in the design and construction drawings and specifications approved by the City. The approved design and construction drawings and specifications are hereby incorporated into and made part of this Agreement.
 - 1.3 Compliance with Federal Requirements. Reimbursement shall be made only for Work completed in conformance with all applicable federal regulatory requirements, which are set forth in Exhibit V and hereby incorporated into and made a part of this Agreement.

- 1.4 Compliance with Zoning and Sign Requirements. As a condition of reimbursement and at all times during the term of this Agreement, the land use and signage under the control of the Applicant shall conform with City zoning and sign code requirements.
- 1.5. Change Orders
 - 1.5.1 If the scope or cost of Work originally approved by the City is modified, Applicant may request an adjustment to the reimbursement amount. No additional amounts will be reimbursed to the Applicant without the City's written approval.
 - 1.5.2 To request an adjustment, Applicant shall submit a written change order request to the Economic Development Department that explains the nature of and reason for the change(s); provides modified design and construction drawings and specifications, if applicable; and provides a detailed explanation of the increased cost for Work or Professional Services.
 - 1.5.3 The City will provide a written response within 30 days of receipt of Applicant's change order.
2. Design and Construction Plan Approval
 - 2.1 Within 120 days of execution of this Agreement, Applicant shall submit the design and construction drawings and specifications for the improvements to the Property to the City Building Safety Department for approval.
 - 2.2 No Work may take place until the City has approved the drawings and specifications.
3. Time to Complete Work

Applicant shall contract for and complete all Work within 180 days from the date the City approves the drawings and specifications.
4. Review of Project

The City's Economic Development Department or designated representative may periodically review the progress of the Work on the Property. This progress review does not replace any required permits or inspections normally required by the City, including the Building Safety Department. Applicant must immediately remedy any Work not in conformance with the approved drawings and specifications.
5. Proof of Work and Professional Services
 - 5.1 Within 60 days of the final inspection and approval of the Work by the City, the Applicant shall submit to the City copies of all paid bills, cancelled checks, contractor lien waivers and receipts showing the full cost of and full payment for all Work and Professional Services.
 - 5.2 No reimbursement will be made for amounts exceeding amounts actually paid as shown on bills or receipts. Failure to timely submit the documentation required by this Section is a waiver of Applicant's right to reimbursement.
6. Failure to Complete Work

If the Applicant fails to complete the Work in conformance with the approved drawings and specifications and all other terms of this Agreement, the Agreement automatically terminates and the City's reimbursement obligation becomes null and void.
7. Extension of Time

The City may, in its sole discretion and upon good cause as shown in writing by the Applicant, extend the time to obtain design and construction approval, to complete construction, or to submit documentation for reimbursement. Extensions will not be valid unless granted in writing by the City.

8. Unrelated Improvements

Nothing in this Agreement is intended to limit, restrict or prohibit the Applicant from performing any other work in or about the Property which is unrelated to this Agreement.

9. Agreement Applicable to Future Owners

This Agreement is binding upon the Applicant and its successors, heirs and assignees.

10. Maximum Grant Awards

A business or property owner may apply for and receive more than one grant. City Council approval is required when the total of the requested funds exceeds \$50,000 within a three-year period.

11. Indemnification

The Applicant agrees to defend and hold harmless the City, its elected officials, officers, agents and employees from and against all loss, damage, claims, suits, proceedings, settlements, judgments, costs and expenses (including but not limited to reasonable attorney's fees, litigation costs and experts' fees), arising or resulting from, caused or occasioned by, or related to the Applicant's obligations, performance and actions taken or not taken or under this Agreement.

12. Attorney's Fees

If the City institutes proceedings against Applicant for a violation of this Agreement and secures a judgment in its favor, the court having jurisdiction thereof shall include in its judgment against Applicant expenses, including but not limited to reasonable attorney's fees, court costs, witness fees, and litigation expenses.

13. Applicant Remedies

Upon a breach of this Agreement by the City, the Applicant, in any court of competent jurisdiction, by an action or proceeding in equity, may secure rescission, a declaratory judgment or the specific performance of this Agreement. The remedies listed in this section are the sole remedies available to the Applicant. Monetary damage remedies are expressly excluded. Before any performance failure of the City is considered a breach of this Agreement, the Applicant shall demand performance and notify the City of the alleged failure in writing in the manner provided in Section 16 of this Agreement.

14. Exhibits

It is agreed that Applicant must complete and execute Exhibits I through IV, which are incorporated as part of this Agreement:

Exhibit I	Proof of Ownership or Executed Lease
Exhibit II	Certificate of Capacity to Execute Agreement
Exhibit III	Copy of City of Glendale Commercial Visual Improvement Program Application
Exhibit IV	Budget

15. Display of City Funding Promotional Material

To the extent requested by the City, Applicant may be required to prominently display a poster identifying the Property as receiving City funding. Any signage will be provided by the City and shall be displayed from the date the Application is approved, until no less than 90 days after final approval and reimbursement is made. Failure to display signage at the request of the City is a breach of this Agreement, and, at the option of the City, makes this Agreement null and void.

16. Notices

Notices must be in writing and given by personal delivery; by certified mail, return receipt requested, postage prepaid; or by express delivery service, freight prepaid, in each case by delivery to the Applicant and the City at the addresses set forth below or at any other address as a party may designate in writing. The date notice is given is the date on which the notice is delivered, if notice is given by personal delivery, or five days after the date of deposit in the mail, if the notice is sent through the United States mail.

APPLICANT: Applicant's Name: Chang Properties, L.L.C.
 Address: 12491 N 71st Drive
 Peoria, AZ 85351
 Name of Business: Off the Cuff Venue, Cuff Kitchen, Hawker Food Centre,
 & Zang Asian Bistro
 Project Address: 5817, 5819 & 5825 W. Glendale Avenue, and 6835 N 58
 Drive
 Glendale, AZ 85301

CITY: City of Glendale
 Economic Development Department
 5850 W. Glendale Avenue
 Glendale, Arizona 85301

With a copy to: Glendale City Attorney
 5850 W. Glendale Avenue
 Glendale, Arizona 85301

17. Immigration Laws

- 17.1 Applicant, and on behalf any allowable 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.
- 17.2 Any breach of warranty of this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 17.3 The City retains the legal right to inspect the papers of Applicant or subcontractor employee who performs work under this Agreement to ensure that Applicant or any subcontractor is compliant with the warranty under section.
- 17.4 The City may conduct random inspections, and upon request of the City, Applicant must provide copies of papers and records of Applicant demonstrating continued compliance with the warranty under this section. Applicant agrees to keep papers and records available for inspection by the City during normal business hours. Applicant must cooperate with the 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.
- 17.5 Applicant must incorporate into any subcontract agreements that are allowable under this Agreement, if any, the same obligations imposed upon Applicant and expressly accrue those obligations directly to the benefit of the City. Applicant must require any allowable 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.
- 17.6 Applicant'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.

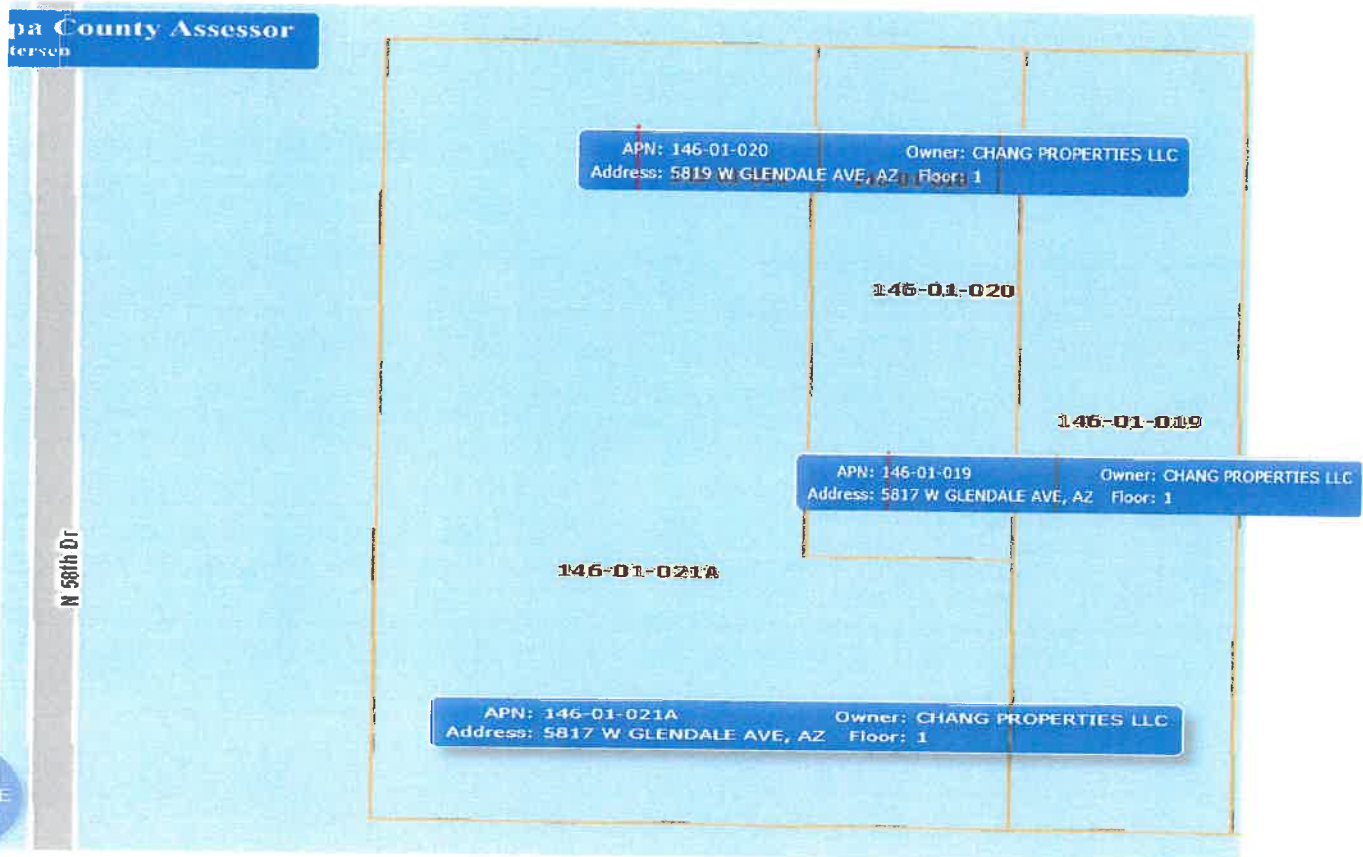
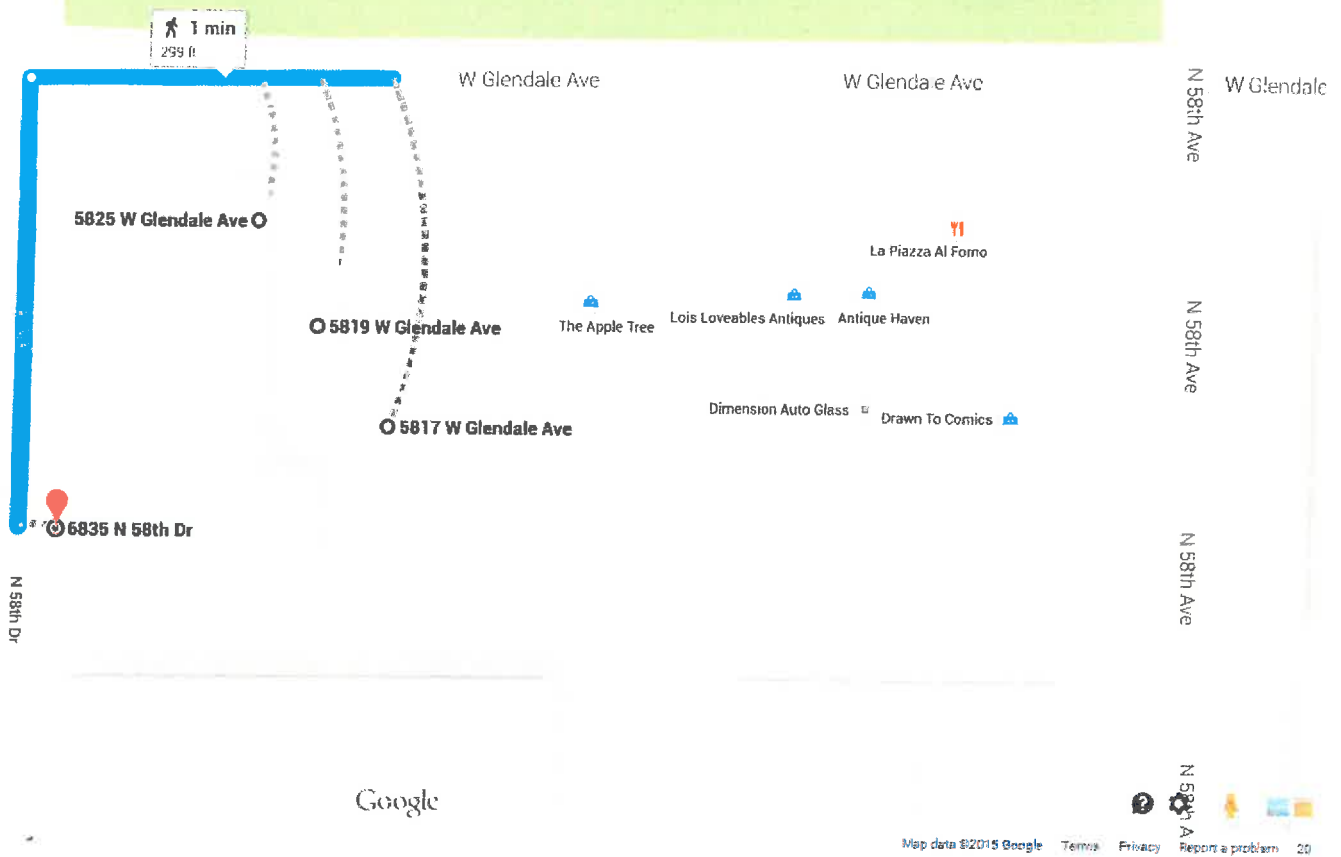
- 17.7 The “E-Verify Program” above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.
18. Prohibition on Business with Iran or Sudan
Applicant certifies under A.R.S. §§ 35-391 *et seq.* and 35-393 *et seq.* that it does not have, and during the term of this Agreement will not have, “scrutinized” business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
19. Conflict of Interest
Applicant acknowledges this Agreement is subject to A.R.S. § 35-391 *et seq.*, 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 the City’s behalf is also an employee, agent, or consultant of any other party to this Agreement.
20. 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.
21. Exhibits
- | | |
|-------------|--|
| Exhibit I | Proof of Ownership or Executed Lease |
| Exhibit II | Certificate of Capacity to Execute Agreement |
| Exhibit III | Copy of Grant Application |
| Exhibit IV | Budget |
| Exhibit V | Federal Requirements |

(Signatures appear on the following page.)

EXHIBIT I

PROOF OF OWNERSHIP OR EXECUTED LEASE

(See attached)



146-01-020

Parcel Type: Commercial

CHANG PROPERTIES LLC5819 W GLENDALE AVE GLENDALE 85301**Property Information**

MCR #: 1010
Address: 5819 W GLENDALE AVE GLENDALE 85301
Latitude/Longitude: 33.53857325 | -112.18459176
Description: GLENDALE PT LOT 10 BLK 24 N 85'
Lot Size (Sq Ft): 3250
Zoning: PR
Section, Township, Range: 8 2N 2E
Associated Parcel(s): 146-01-019,146-01-020,146-01-021A,146-01-025
Market Area/Neighborhood: 17/003
Subdivision: GLENDALE BLKS 23-25, 33-37
Lot #: 10
High School District: GLENDALE UNION #205
Elementary School District: GLENDALE SCHOOL DISTRICT
Local Jurisdiction: GLENDALE
Owner: CHANG PROPERTIES LLC
Mailing Address: 12491 N 71ST DR , PEORIA, AZ 85351
Deed #: 060139675
Deed Date: January 31, 2006
Sale Date: None
Sale Price: \$0

Valuation Data

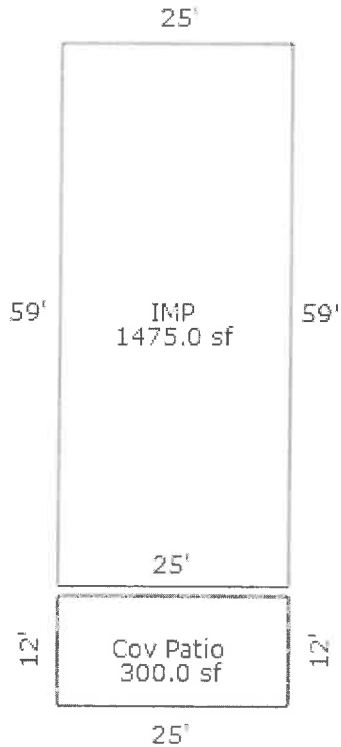
Tax Year:	2016	2015	2014	2013	2012
Full Cash Value:	\$30,600	\$27,600	\$121,728	\$78,615	\$86,619
Limited Property Value:	\$28,980	\$27,600	\$120,511	\$78,615	\$85,753
Legal Class:	1	1	1	1	1
Description:	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P	COMMERCIAL / OTHER R/P
Assessment Ratio:	18%	18.5%	19%	19.5%	20%
Assessed FCV:	\$0	\$0	\$23,128	\$15,330	\$17,324
Assessed LPV:	\$5216	\$5106	\$22,897	\$15,330	\$17,151
Property Use Code:	2010	2010	2010	2010	2010
PU Description:	Restaurant	Restaurant	Restaurant	Restaurant	Restaurant
Tax Area Code:	400700	400700	400700	400700	400700

Commercial Characteristics/Improvements

Description	Number	Model	Quality	Rank	Age	Sq Footage
Commercial Yard Improvements		353	3.3	6		1

Notice: The values displayed on this page may not reflect constitutional or statutory adjustments.

Property Sketches



CAUTION! USERS SHOULD INDEPENDENTLY RESEARCH AND VERIFY INFORMATION ON THIS WEBSITE BEFORE RELYING ON IT.

The Assessor's Office has compiled information on this website that it uses to identify, classify, and value real and personal property. Please contact the Maricopa County S.T.A.R. Center at (602) 506-3406 if you believe any information is incomplete, out of date, or incorrect so that appropriate corrections can be addressed. Please note that a statutory process is also available to correct errors pursuant to Arizona Revised Statutes 42-16254.

The Assessor does not guarantee that any information provided on this website is accurate, complete, or current. In many instances, the Assessor has gathered information from independent sources and made it available on this site, and the original information may have contained errors and omissions. Errors and omissions may also have occurred in the process of gathering, interpreting, and reporting the information. Information on the website is not updated in "real time". In addition, users are cautioned that the process used on this site to illustrate the boundaries of the adjacent parcels is not always consistent with the recorded documents for such parcels. The parcel boundaries depicted on this site are for illustrative purposes only, and the exact relationship of adjacent parcels should be independently researched and verified. The information provided on this site is not the equivalent of a title report or a real estate survey. Users should independently research, investigate and verify all information before relying on it or in the preparation of legal documents.

By using this website, you acknowledge having read the above and waive any right you may have to claim against Maricopa County, its officers, employees, and contractors arising out of my reliance on or the use of the information provided on this website.


EXHIBIT II

CERTIFICATE OF CAPACITY TO EXECUTE AGREEMENT

CERTIFICATION: I certify that I have the legal and financial capacity to execute a contract for rehabilitation of the property described in this application packet.

5/13/2015
Date

5817, 5819, 5825 W. Glendale Ave
6831-NSB^{thru} June
GLENDALE, AZ 85301
Property Address


Signature of Property Owner/Property Manager

DAVID PHANG
Printed Name of Property Owner/ Property Manager

EXHIBIT III

COPY OF CITY OF GLENDALE COMMERCIAL VIP APPLICATION

(See attached)

David Chang
Chang Properties, LLC
5825 W. Glendale Avenue
Glendale, AZ-85301
623 570 880

Date 2/4/2015

Mr. Dave McAlindin
Assistant Director of Economic Development
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ85301

Re: Application for Commercial VIP for Glendale 58

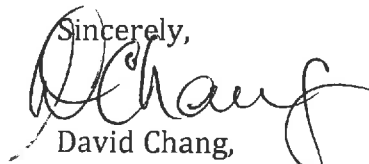
Dear Mr. Dave McAlindin,

Attached is my Commercial Visual Improvement Program Application.

Thank you very much for taking the time to explain to me about how this program works. I am looking forward to making good use of this grant to restore my property and play my part to Economically revitalize the Glendale Downtown Area.

Please call me at 623 570 8880 if you require additional information.

Sincerely,



David Chang,
Chang Properties, LLC

CC:
Ms. Jean Moreno, VIP Program Administrator
Mr. Robert 'Buz' Essel, Revitalization Co-coordinator



City of Glendale
Commercial Visual Improvement Program Application
Page 1

Applicant Information

Applicant Name: David Chang

Applicant Mailing Address: 6835 N 58th Drive, Glendale, Arizona 85301

Applicant Contact Number: 623 570 8880 Alternate Number: 623 8467 8890

Federal Tax ID Number or Social Security Number: 80-0056108

Applicant(s): Building Owner: Chang Properties, LLC Tenant: Zhang's Asian Bistro, LLC

Property Manager: David Chang Contact Number: 623 570 8880

Project/Site Information

Project Address: 5817 to 5825 West Glendale Avenue, 6835 N. 58th Drive, Glendale, AZ-85301

Property Owner: Chang Properties, LLC

Year Purchased: 2005 Year Built: 1909

Property/Business Name: Chang Properties, OFF the CUFF, Cuff, ZANG Asian Bistro, LLC

Name of Tenant: Zhang's Asian Bistro, LLC Lease Expiration Date: Ongoing

Grant Request

Total Anticipated Project Budget: \$ 120,473.00

Total Anticipated Grant Request: \$ 60,236.50



**City of Glendale
Commercial Visual Improvement Program Application**

Page 3

Anticipated Project Budget

Activity/Task	Estimated Cost
	\$
See Attached	\$ See Attached
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
	\$
Total Project Budget	\$120,473.00

I am requesting \$ 60,236.50 in grant funding through the VIP program.

The amount of assistance that can be requested is up to 50% of total eligible project expenses, and should be based on the lowest bid. *(Example - If the project budget is \$60,000 the maximum amount of assistance that can be requested is \$30,000 – 50% of the total project expenses).*

The Applicant should develop the project budget by obtaining at least one bid and talking to local resources in the contract field in an effort to develop a reasonable and accurate project budget. The grant request will be based off of this proposed budget, so it is important that is accurate and reasonable. The Applicant will work with Community Revitalization to complete the formal bid process.

Please be aware that in order to be reimbursed the full grant award, the Applicant must spend at least 50% more than the grant award on the total project. If that does not happen, the Applicant is only reimbursed 50% of what is spent.

Example: If an Applicant is awarded \$30,000 for a \$60,000 project, but ends up only spending \$50,000 on the project – the Applicant will only be reimbursed \$25,000 – 50% of what is spent. In order to receive the full grant award the Applicant must have documentation that shows that \$60,000 or more was spent on the project.



City of Glendale
Commercial Visual Improvement Program Application
Page 4

The City of Glendale will review Applications. Applications greater than \$50,000 will be forwarded to the City Council for action. Grants are given at the discretion of the City Council, and the Council's decision is final.

I, David Chang, hereby make application to the City of Glendale for a Commercial VIP Grant in the anticipated amount of \$ 60,236.50. I understand that the City must approve my Application, and that it must conform to established design guidelines, as well as specific design recommendations of the City of Glendale. I have read a copy of the Commercial VIP Agreement. If approved, I understand that all work performed is subject to development standards, building and property codes, permit requirements and Agreement provisions.

David Chang

Applicant Signature

2/4/1015

Date

David Chang, Chang Properties, LLC

Property Owner

2/4/2014

Date

Please return the completed Application to:

City of Glendale
Economic Development Department
5850 West Glendale Avenue
Glendale, Arizona 85301

If you need assistance with the Application and/or have general inquiries, please contact Economic Development at (623) 930-2983.

FOR CITY USE ONLY

Comments: _____

Economic Impact of Chang Properties, LLC
Downtown Glendale, Arizona

Capital Investments in restoration to the corner of Glendale and 58th Drive, over \$1,500,000.00.

Building Restoration.

OFF the CUFF Venue - 5817 W. Glendale Avenue - \$200,000.00
Cuff Kitchen - 5819 W. Glendale Avenue - \$200,000.00
5825 W. Glendale Avenue - 60,000.00
ZANG Asian Bistro - 6835 N 58th Drive - \$350,000.00

Project Revenue in 2015 - \$800,000 to \$1,000,000

Number of Employees - 20 - 25

Activities including the following:

- Two highly rated Restaurants
- Event Venue draws customers from the Greater Phoenix area
- Culinary Skills and Business Training and Mentor Program
- Performance Art Mentor Program
- Construction Trades Training Program
- Restoration of Downtown Historic Buildings

Proposed VIP to the Exterior of the Buildings - \$121,000

Project Description

Project Title: Glendale 58 Exterior Renovation

This Visual Improvement Program Grant request is for several buildings of Historic Significance owned by Chang Properties, LLC, at the corner of Glendale Avenue and 58th Drive. Glendale, Arizona.

This corner is the gateway to the heart of Downtown Glendale, right across the street from Murphy Park and Glendale City Hall.

Following are the address and businesses operated by Chang Properties, LLC.

5817 West Glendale Avenue - Off the Cuff Venue - Dinner Theatre, Meeting Space for Weddings, Movies and Live Theatre

5819 West Glendale Avenue - CUFF - American Kitchen - Contemporary Comfort food and Cocktail Bar

5825 West Glendale Avenue - Food Court Restaurant for International Street Food Vendors.

6835 North 58th Drive - ZANG Asian Bistro

Chang Properties has completed extensive renovation work in the interior of these buildings to open these businesses; minimal work is done on the exterior walls. These businesses have temporary signage in the form of Vinyl Stick-on Signs on the windows.

With an award of Commercial Visual Improvement Funds the following work is proposed.

Removal of old antique store signs and:

OFF the CUFF Venue – New signage, resurface the front wall of the building with bricks, metal and stucco and additional exterior lighting

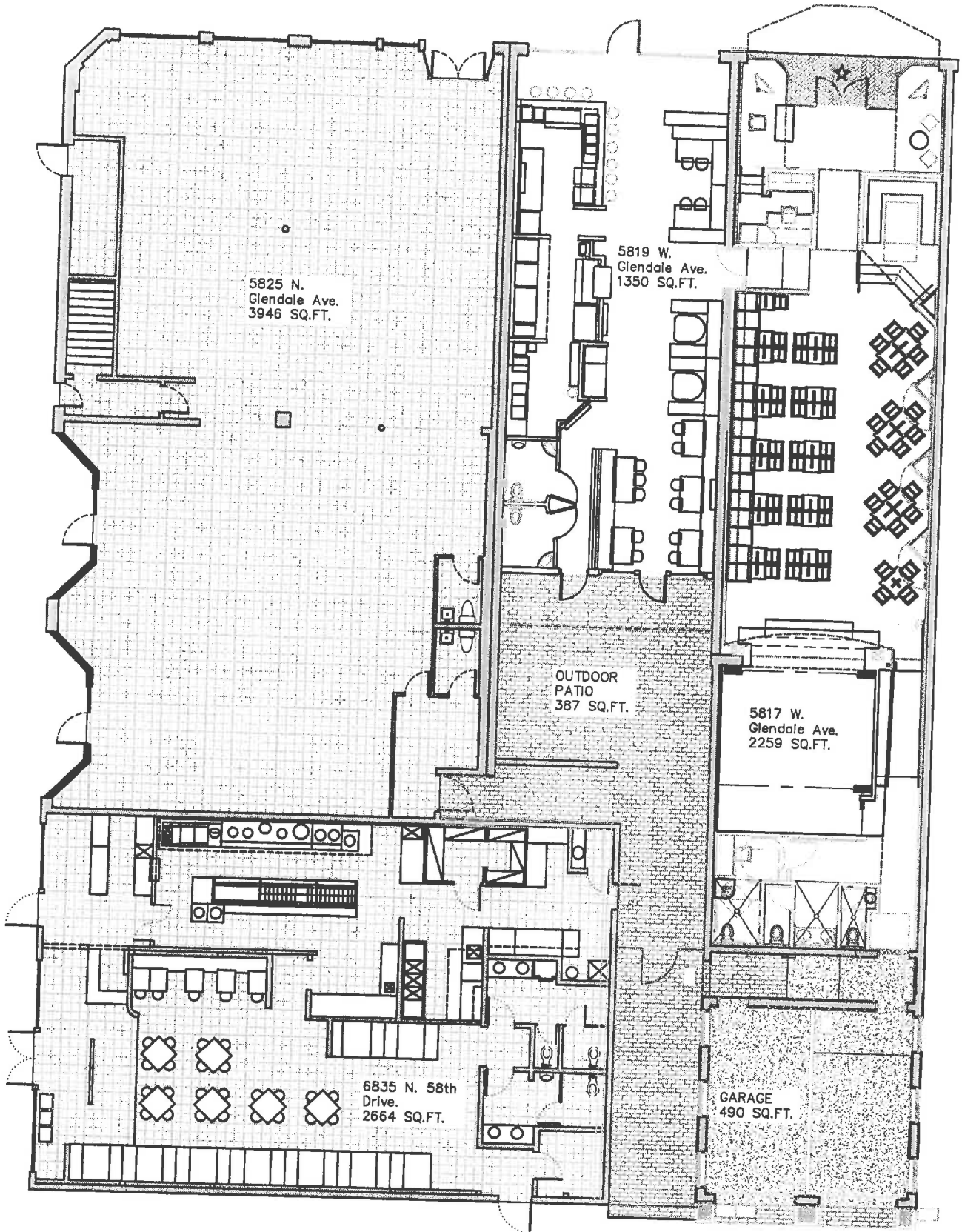
CUFF Kitchen – Resurface the front wall of the building and add lighting

Hawker Street Food Centre – Install new windows; resurface the exterior of the building with a combination of stucco and brick and new awnings.

ZANG Asian Bistro- Resurface the exterior walls of the building with a combination of stucco and brick and new awnings, additional exterior lighting

<u>Activity/Task</u>	<u>Estimated Cost</u>	<u>Total</u>
<u>Off the Cuff - 5817 W. Glendale Avenue</u>		
Signage and Security Cabinets	\$22,337.00	
Exterior Wall Stucco and Brick Resurface	\$9,000.00	
Electrical	\$4,000.00	
Metal Overhang	\$5,000.00	
		\$40,337.00
<u>Cuff Kitchen- 5819 W. Glendale Avenue</u>		
Exterior Wall Stucco and Brick Resurface	\$3,000.00	
Electrical	\$2,000.00	
		\$5,000.00
<u>Hawker Food Centre - 5825 W. Glendale Avenue</u>		
Replace Building Windows	\$30,000.00	
Replace damaged Awnings	\$5,154.00	
Electrical	\$2,500.00	
Exterior Wall Stucco and Brick Resurface	\$15,000.00	
		\$52,654.00
<u>ZANG Asian Bistro - 6835 N 58th Drive</u>		
Awning and signage	\$6,482.00	
Paint and recondition Brick Exterior Wall	\$4,000.00	
		\$10,482.00
Architectural and Engineering	\$8,000.00	
Permits	\$4,000.00	
		\$12,000.00
Total		\$120,473.00

I am requesting \$60,236.50 in grant funding through the VIP Program



5825 N.
Glendale Ave.
3946 SQ.FT.

5819 W.
Glendale Ave.
1350 SQ.FT.

OUTDOOR
PATIO
387 SQ.FT.

5817 W.
Glendale Ave.
2259 SQ.FT.

6835 N. 58th
Drive.
2664 SQ.FT.

GARAGE
490 SQ.FT.

SITE PLAN



SCALE: 1/16" = 1'-0"

Chang Properties

5817, 5819 W. Glendale Avenue,

OFF the Cuff Venue – (Left) Building

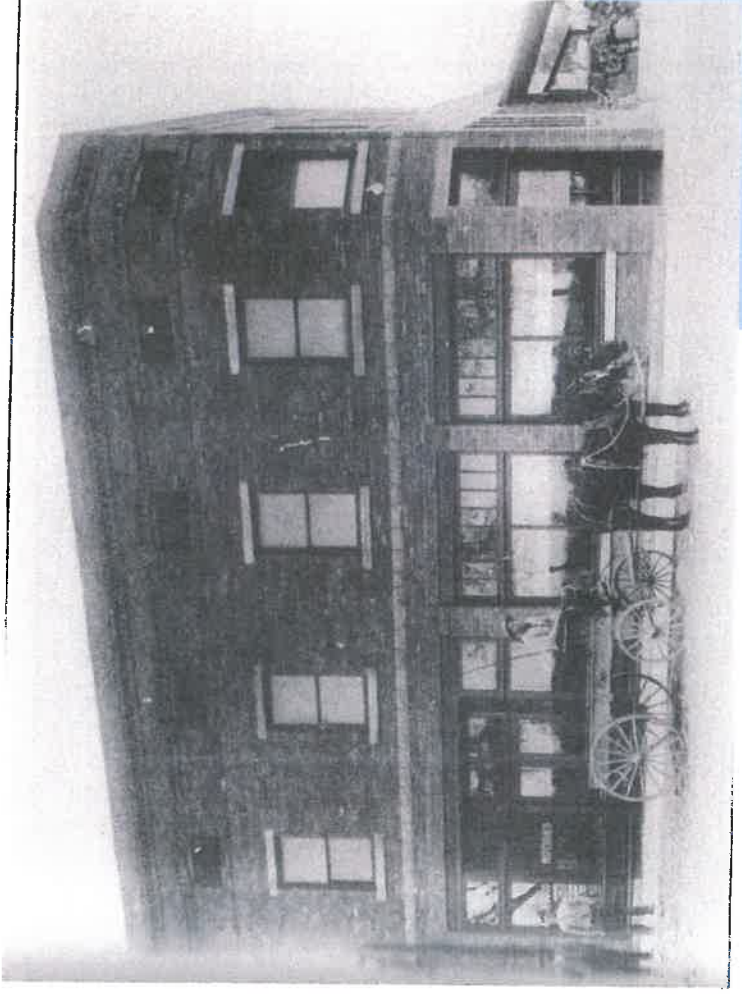


CUFF American Kitchen (Right) Building

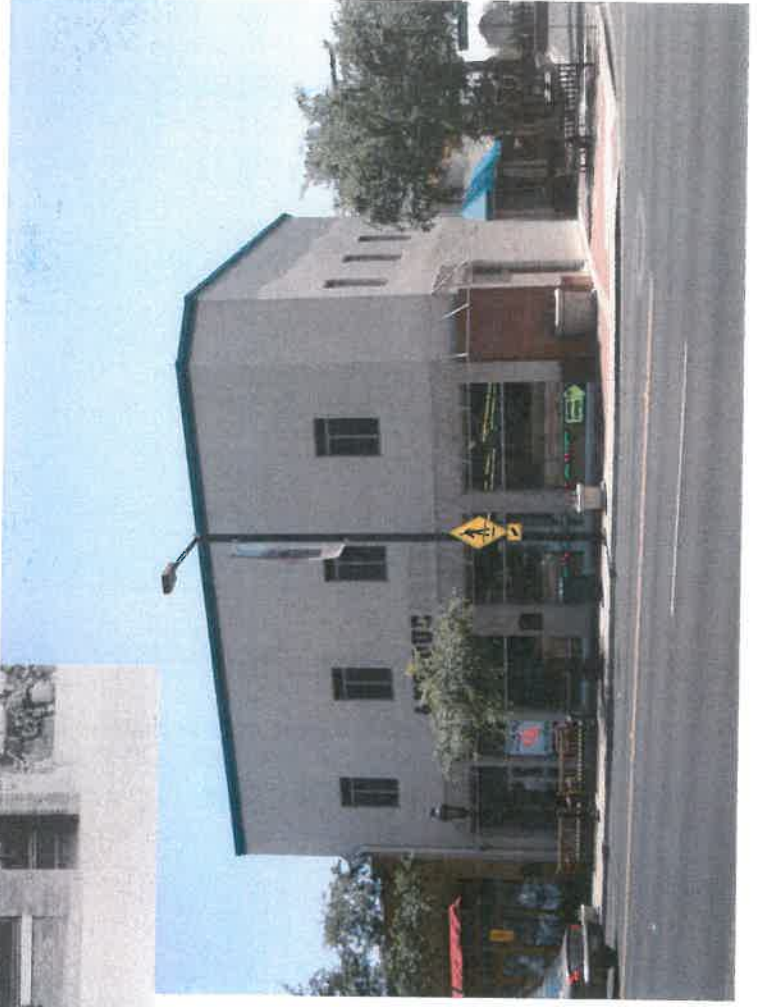


6835 N 58th Drive
ZANG Asian Bistro

1909 Gillett Building
Glendale State Bank



Today
5825 W. Glendale Ave



5825 W. Glendale Avenue,



Graffiti



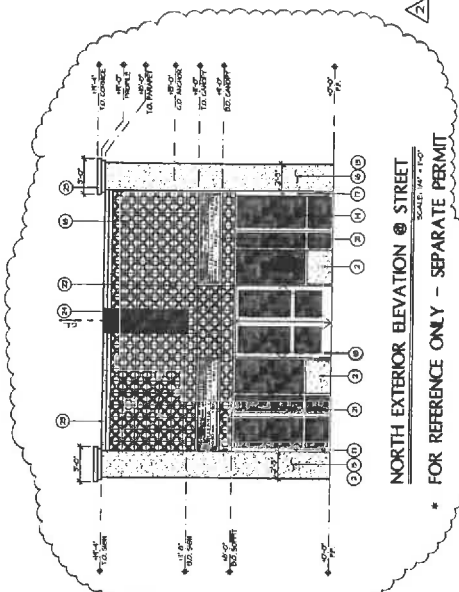
Bullet hole



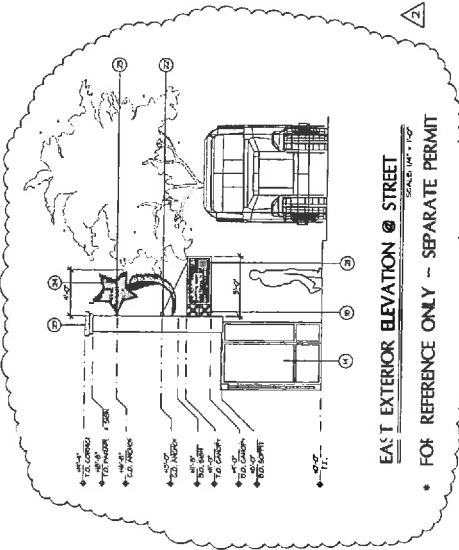
KEYNOTES

APPLY TO THIS SHEET ONLY

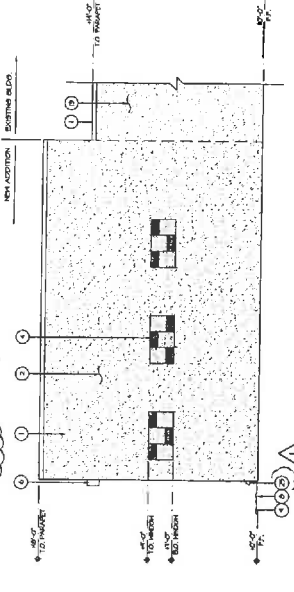
1. INTERIOR WALLS AND CEILING SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
2. INTERIOR ONE-COAT SUGCO PRIMA SYSTEM, HIGH BUILDING PRIMA AND COLOR.
3. INTERIOR FLOORING BY OWNER.
4. INTERIOR WALLS AND CEILING SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.
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30. INTERIOR WALLS AND CEILING SHALL BE FINISHED WITH 1/2" GYPSUM BOARD OVER STUDS AND JOISTS.



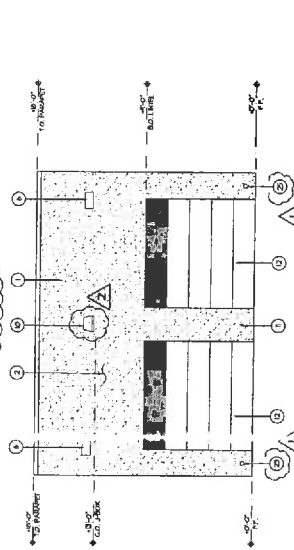
NORTH EXTERIOR ELEVATION @ STREET
SCALE: 1/4" = 1'-0"
* FOR REFERENCE ONLY - SEPARATE PERMIT



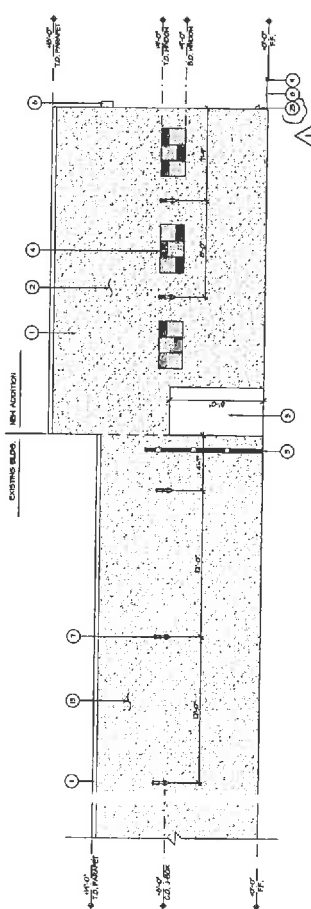
EAST EXTERIOR ELEVATION @ STREET
SCALE: 1/4" = 1'-0"
* FOR REFERENCE ONLY - SEPARATE PERMIT



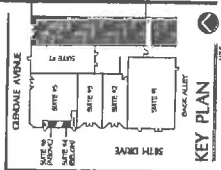
EAST EXTERIOR ELEVATION @ ADDITION
SCALE: 3/8" = 1'-0"



SOUTH EXTERIOR ELEVATION @ ADDITION
SCALE: 3/8" = 1'-0"



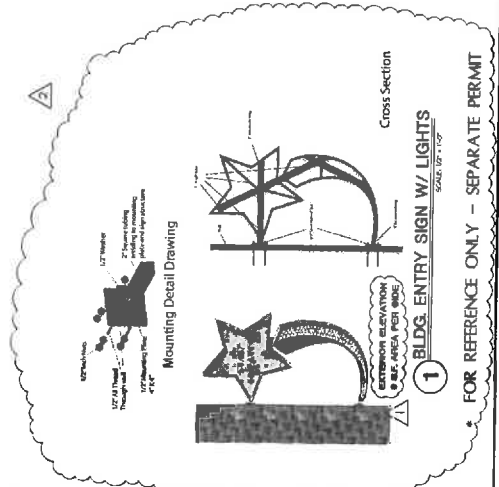
WEST EXTERIOR ELEVATION @ ADDITION
SCALE: 3/8" = 1'-0"



GILLELAND BRUBAKER ARCHITECTS
1000 N. GINEMALE AVENUE, SUITE 100
PHOENIX, ARIZONA 85028
PHONE: 602.974.8777 FAX: 602.974.8779

EXTERIOR ELEVATIONS
BY STAR TRAVELER
ZONING
American Indian
Architecture, Inc.

A3.0
12-06



1 BLDG. ENTRY SIGN W/ LIGHTS
SCALE: 1/4" = 1'-0"
FOR REFERENCE ONLY - SEPARATE PERMIT

<u>Activity/Task</u>	<u>Estimated Cost</u>	<u>Total</u>
<u>Off the Cuff - 5817 W. Glendale Avenue</u>		
Signage and Security Cabinets	\$22,337.00	
Exterior Wall Stucco and Brick Resurface	\$9,000.00	
Electrical	\$4,000.00	
Metal Overhang	\$5,000.00	
		\$40,337.00
<u>Cuff Kitchen- 5819 W. Glendale Avenue</u>		
Exterior Wall Stucco and Brick Resurface	\$3,000.00	
Electrical	\$2,000.00	
		\$5,000.00
<u>Hawker Food Centre - 5825 W. Glendale Avenue</u>		
Replace Building Windows	\$30,000.00	
Replace damaged Awnings	\$5,154.00	
Electrical	\$2,500.00	
Exterior Wall Stucco and Brick Resurface	\$15,000.00	
		\$52,654.00
<u>ZANG Asian Bistro - 6835 N 58th Drive</u>		
Awning and signage	\$6,482.00	
Paint and recondition Brick Exterior Wall	\$4,000.00	
		\$10,482.00
Architectural and Engineering	\$8,000.00	
Permits	\$4,000.00	
		\$12,000.00
Total		\$120,473.00

I am requesting \$60,236.50 in grant funding through the VIP Program

EXHIBIT V
FEDERAL REQUIREMENTS

Laws and Regulations

NOTE: The term “agency(ies)” refers to “Applicant(s)”

1. Applicability of Uniform Administrative Requirements.

- 1.1 Agencies that are governmental entities (including public agencies) will comply with the requirements and standards of OMB Circular A-87, "Cost Principles for State, Local and Indian tribal Governments;" OMB Circular A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (implemented at 24 CFR Part 44); and with the following Sections of 24 CFR Part 85, "Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments":
- a. Section 85.3, "Definitions."
 - b. Section 85.6, "Additions and exceptions."
 - c. Section 85.12, "Special grant or subgrant conditions for 'high-risk' grantees."
 - d. Section 85.20, "Standards for financial management systems," except paragraph (a).
 - e. Section 85.21, "Payment," except as modified by Section 570.513.
 - f. Section 85.22, "Allowable costs."
 - g. Section 85.26, "Non-Federal audit."
 - h. Section 85.32, "Equipment," except in all cases in which the equipment is sold, the proceeds will be Program Income.
 - i. Section 85.33, "Supplies."
 - j. Section 85.34, "Copyrights."
 - k. Section 85.35, "Subawards to debarred and suspended parties."
 - l. Section 85.36, "Procurement," except paragraph (a).
 - m. Section 85.37, "Subgrants."
 - n. Section 85.40, "Monitoring and reporting program performance," except paragraphs (b) through (d), and paragraph (f).
 - o. Section 85.41, "Financial reporting," except paragraphs (a), (b), and (e).
 - p. Section 85.42, "Retention and access requirements for records," except that the period will be four years.
 - q. Section 85.43, "Enforcement."
 - r. Section 85.44, "Termination for convenience."
 - s. Section 85.51, "Later disallowances and adjustments."
 - t. Section 85.52, "Collection of amounts due."

1.2 Agencies, except Agencies that are governmental entities, will comply with the requirements and standards of OMB Circular No. A-122, "Cost Principles for Nonprofit Organizations," or OMB Circular No. A-21, "Cost Principles for Educational Institutions," as applicable, and OMB Circular No. A-133, "Audits of States, Local Governments, and Nonprofit Organizations" (as set forth in 24 CFR part 45). Audits will be conducted annually. Such Agencies will also comply with the following provisions of the Uniform Administrative requirements of OMB Circular No. A-110 (implemented at 24 CFR part 84, "Uniform Administrative Requirements for Grants and Agreements With Institutions of Higher Education, Hospitals and Other Nonprofit Organizations") or the related CDBG provision, as specified in this paragraph:

- a. Subpart A -- "General";
- b. Subpart B -- "Pre-Award Requirements," except for § 84.12, "Forms for Applying for Federal Assistance";
- c. Subpart C -- "Post-Award Requirements," except for:
 - (1) Section 84.22, "Payment." Grantees will follow the standards of § 85.20(b)(7) and 85.21 in making payments to Agencies;
 - (a) Section 84.23, "Cost sharing and matching";
 - (b) Section 84.24, "Program income." In lieu of § 84.24, CDBG Agencies will follow § 570.504;
 - (c) Section 84.25, "Revision of budget and program plans";
 - (d) Section 84.32, "Real property." In lieu of § 84.32, CDBG Agencies will follow § 570.505;
 - (e) Section 84.34(g), "Equipment." In lieu of the disposition provisions of § 84.34(g), the following applies:
 - (i) In all cases in which equipment is sold, the proceeds will be Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the Program Income (prorated to reflect the extent to which CDBG funds were used to acquire the equipment)); and
 - (ii) Equipment not needed by the Agency for CDBG activities will be transferred to the recipient for the CDBG program or will be retained after activities will be transferred to the recipient for the CDBG program or will be retained after compensating the recipient.
 - (f) Section 84.51(b), (c), (d), (e), (f), (g), and (h), "Monitoring and reporting program performance";
 - (g) Section 84.52, "Financial reporting";
 - (h) Section 84.53(b), "Retention and access requirements for records." Section 84.53(b) applies with the following exceptions:
 - (i) The retention period referenced in § 84.53(b) pertaining to individual CDBG activities will be four years; and
 - (ii) The retention period starts from the date of submission of the annual performance and evaluation report, as prescribed in 24 CFR § 91.520, in which the specific

annual performance and evaluation report, as prescribed in 24 CFR § 91.520, in which the specific activity is reported on for the final time rather than from the 24 CFR § 91.520, in which the specific activity is reported on for the final time rather than from the date of submission of the final expenditure report for the award; expenditure report for the award.

(iii) Section 84.61, "Termination." In lieu of the provisions of § 84.61 CDBG Agencies will comply with § 570.503(b)(7).

d. Subpart D -- "After-the-Award Requirements," except for § 84.71, "Closeout procedures."

2. Equal Opportunity.

- 2.1 The Agency agrees to comply with Title VI of the Civil Rights Act of 1964 (P.L. 88-352) and the HUD regulations under 24 CFR Part 1, which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity receiving Federal financial assistance by way of grant, loan, or contract and will immediately take any measures necessary to effectuate this Contract. If any real property or structure thereof is provided or improved with the aid of Federal financial assistance extended to the Agency, this assurance will obligate the Agency, or in the case of any transfer of such property or structure is used for a purpose of which the Federal financial assistance is extended or for another purpose involving the provision of similar services or benefits.
- 2.2 The Agency agrees to comply with Title VIII of the Civil Rights Act of 1968 (P.L. 90-284), as amended by the Fair Housing Amendments Act of 1988 (P.L. 100-430), and will administer all programs and activities relating to housing and community development in a manner to affirmatively further fair housing within Constitutional limitations throughout the United States.
- 2.3 The Agency agrees to comply with Section 109 of the Housing and Community Development Act of 1974 and 1977, as amended, and in conformance with all requirements imposed pursuant to the regulations of the Department of HUD (24 CFR Part 570.602) issued pursuant to that Section; and in accordance with Equal Opportunity obligations of that Section, no person in the United States will, on the grounds of race, color, national origin, or sex, be excluded from participation in, be denied the benefits of, be subjected to discrimination under, any program or activity funded in whole or in part with the Community Development funds. Section 109 of the Act further provides that any prohibition against discrimination on the basis of age, under the Age Discrimination Act of 1975 (24 CFR Part 146), or with respect to an otherwise qualified handicapped person, as provided in Section 504 of the Rehabilitation Act of 1973 (24 CFR Part 8), will also apply to any program or activity funded in whole or in part with funds made available pursuant to the Act.
- 2.4 The Agency agrees to comply with Executive Order 11063 on equal opportunity in housing and related facilities owned or operated by the Federal Government or provided with Federal financial assistance.
- 2.5 The Agency agrees to comply with Executive Order 11246, as amended, requiring nondiscrimination and affirmative action to ensure nondiscrimination in employment by government contractors and subcontractors and under federally assisted construction contractors.

- 2.6 The Agency agrees to comply with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u), as amended, the HUD regulations issued pursuant thereto (24 CFR Part 135) as follows:
- a. The work to be performed under this Contract is on a project assisted under a program providing direct Federal financial assistance from the Department of Housing and Urban Development and is subject to the requirements of Section 3 of the Housing and Urban Development Act of 1968, as amended (12 U.S.C. 1701u); Section 3 requires that to the greatest extent feasible, opportunities for training and employment be given to lower income residents of the project area and contracts for work in connection with the project be awarded to business concerns that are located in or owned in substantial part by persons residing in the area of the project.
 - b. The parties to this Contract will comply with the provisions of said Section 3 and the regulations issued pursuant thereto by the Secretary of Housing and Urban Development set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract. The parties to this Contract certify and agree that they are under no contractual or other disability that would prevent them from complying with these requirements.
 - c. The contractor will send to each labor organization or representative or workers, with which he has a collective bargaining agreement or other contract or understanding, if any, a notice advertising the said labor organization or workers' representative of his commitments under this Section 3 clause and will post copies of the notice in conspicuous places available to employees and applicants for employment or training.
 - d. The contractor will include this Section 3 clause to every subcontract for work in connection with the project and will, at the direction of the applicant or Community of Federal financial assistance, take appropriate action pursuant to the subcontract upon a finding that the subcontractor is in violation of regulations issued by the Secretary of Housing and Urban Development, 24 CFR Part 135. The contractor will not subcontract with any subcontractor where it has notice or knowledge that the latter has been found in violation of regulations under 24 CFR Part 135 and will not let any subcontract unless the subcontractor has first provided it with a preliminary statement of ability to comply with the requirements of these regulations.
 - e. Compliance with the provisions of Section 3, the regulations set forth in 24 CFR Part 135, and all applicable rules and orders of the Department issued there under prior to the execution of this Contract, will be a condition of the Federal financial assistance provided to the project.
3. **Subcontracting.** All work or services covered by this Contract, which is subcontracted by the Agency, will be specified by written contract and subject to all provisions of this Contract. All subcontracts must be approved by the City prior to execution.
4. **Interest of Certain Federal Officials.** No member of or delegate to the Congress of the United States shall be admitted to any share or part of this Contract or to any benefit to arise from the same.
5. **Interest of Members, Officers or Employees of the Agency, Members of Local Governing Body, or Other Public Officials.** No member, officer, or employee of the Agency or its designees or agents, no member of the governing body of the locality in which the program is situated, and no other public official of such locality or localities who exercises any functions or responsibilities with respect to the program during his tenure or for 1 year thereafter, will have any interest, direct or

indirect, in any contract or subcontract, or the proceeds thereof, for work to be performed in connection with the program assisted under this Contract.

6. **Hatch Act.** The Agency agrees to comply with all provisions of the Hatch Act and that no part of the program will involve political activities, nor will personnel employed in the administration of the program be engaged in activities in contravention of Title V, Chapter 15, of the United States Code.
7. **Labor Standards Provisions.** The Agency agrees to comply with 24 CFR § 570.603, "Labor Standards" published by HUD for Community Development Block Grants.
8. **Compliance with Environmental Requirements.** The Agency agrees to comply with any conditions resulting from the City's compliance with the provisions of the National Environmental Policy Act of 1969 and the other provisions of law specified at 24 CFR § 58.5 insofar as the provisions of such Act apply to activities set forth in the Statement of Work.
9. **Compliance with Flood Disaster Protection Act.**
 - 9.1 This Contract is subject to the requirements of the Flood Disaster Protection Act of 1973 (P.L. 93-234). No portion of the assistance provided under this Contract is approved for acquisition or construction purposes as defined under Section 3(a) of said Act, for use in any area identified by the Secretary as having special flood hazards, which is located in a community not then in compliance with the requirements for participation in the national flood insurance program pursuant to Section 201(d) of said Act; and the use of any assistance provided under this Contract for such acquisition or construction in such identified areas in communities then participating in the national flood insurance program will be subject to the mandatory purchase of flood insurance requirements of Section 102(a) of said Act.
 - 9.2 Any contract or agreement for the sale, lease, or other transfer of land acquired, cleared, or improved with assistance provided under this Contract shall contain, if such land is located in an area identified by the Secretary as having special flood hazards and in which the sale of flood insurance has been made available under the National Flood Insurance Act of 1968, as amended, 42 U.S.C. 4001 et seq., provisions obligating the transferee and its successors or assigns to obtain and maintain, during the ownership of such land, such flood insurance required with respect to financial assistance for acquisition or construction purposes under Section 102(2) of Flood Disaster Protection Act of 1973. Such provisions will be required notwithstanding the fact that the construction of such land is not itself funded with assistance under this Contract.
10. **Compliance with Air and Water Acts.**
 - 10.1 This Contract is subject to the requirements of the Clean Air Act, as amended, 42 U.S.C. 1857 et seq.; the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq.; and the regulations of the Environmental Protection Agency with respect thereto, at 40 CFR Part 15, as amended from time to time.
 - 10.2 In compliance with said regulations, the City will cause or require to be inserted in full in all contracts and subcontracts with respect to any nonexempt transaction thereunder funded with assistance provided under this Contract, the following requirements:
 - a. A stipulation by the contractor or subcontractor that any facility to be utilized in the performance of any nonexempt contract or subcontract is not listed on the list of Violating Facilities issued by the Environmental Protection Agency (EPA) pursuant to 40 CFR § 15.20.
 - b. Agreement by the contractor to comply with all the requirements of Section 114 of the Clear Air Act, as amended (42 U.S.C. 1857c-8), and Section 308 of the Federal Water Pollution Control Act, as amended, (33 U.S.C. 1318) relating to inspection,

monitoring, entry, reports, and information, as well as all other requirements specified in said Section 114 and Section 308, and all regulations and guidelines issued thereunder.

- c. A stipulation that as a condition for the award of the contract, prompt notice will be given of any notification received from the director, Office of Federal Activities EPA, indicating that a facility utilized or to be utilized for the contract is under consideration to be listed on the EPA list of Violating Facilities.
- d. Agreement by the contractor that he will include or cause to be included the criteria and requirements in paragraphs (a) through (d) of this section in every nonexempt subcontract and requiring the contractor to take such action as the Government may direct as means of enforcing such provisions.
- e. In no event will any amount of the assistance provided under this Contract be utilized with respect to a facility that has given rise to a conviction under Section 113(c)(1) of the Clean Air Act or Section 309(c) of the Federal Water Pollution Control Act.

11. **Historic Preservation.** This Contract is subject to the requirements of P.L. 89-665, the Archaeological and Historic Preservation Act of 1974 (P.L. 93-291), Executive Order 11593, and the procedures prescribed by the Advisory Council on Historic Preservation in 36 CFR Part 800. The City must take into account the effect of a project on any district, site, building, structure, or object listed in or found by the Secretary of the Interior, pursuant to 35 CFR Part 800, to be eligible for inclusion in the National Register of Historic Places, maintained by the National Park Service of the U. S. Department of the Interior, and must make every effort to eliminate or minimize any adverse effect on a historic property.
12. **Historic Barriers.** This Contract is subject to the requirements of the Architectural Barriers Act of 1968 (42 U.S.C. 4151) and its regulations. Every building or facility (other than a privately owned residential structure) designed, constructed, or altered with CDBG funds must comply with requirements of the "American Standards Specifications for Making Buildings and Facilities Accessible to, and Usable by, the Physically Handicapped."
13. **Lead-Based Paint.** This Contract is subject to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.), and Lead-Based Paint Regulations (24 CFR Part 35 and 24 CFR § 570.608 and/or 92.335), and related amendments thereto. The use of lead-based paint is prohibited whenever federal funds are used directly or indirectly for the construction, rehabilitation, or modernization of residential structures. All federally assisted residential structures and related property constructed prior to 1978, Homebuyer Programs, Tenant-Based Rental Assistance, and Special-Needs Housing (acquisition), will comply with existing and new Lead-Based Paint Hazard Reduction Requirements, effective September 15, 2000. As the Grantor or Participating Jurisdiction, the City of Glendale shall be consulted regarding the Agency/Grantee's compliance status.
14. **Property Disposition.** Real or personal property purchased in whole or in part with CDBG funds shall not be disposed through sale, use, or location without the written permission of the City. The proceeds from the disposition of real property will be considered Program Income and subject to 24 CFR § 570.504(c).
15. **Lobbying.** Block Grant funds shall not be used for publicity or propaganda purposes designed to support or defeat legislation proposed by federal, state, or local governments.
16. **Acquisition/Relocation.** This Contract is subject to providing a certification that it will comply with the acquisition and relocation requirements of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, as amended, implementing regulations at 49 CFR Part 24, and 24 CFR Part 511.14, which govern the acquisition of real property for the project and provision

of relocation assistance to persons displaced as a direct result of acquisition, rehabilitation, or demolition for the project.

17. **Section 504.** The Agency agrees to comply with any federal regulations issued pursuant to compliance with Section 504 of the Rehabilitation Act of 1973, which prohibits discrimination against the handicapped in any federally assisted program.
18. **Federal Fire Prevention and Control Act of 1992.** The Fire Administration Authorization Act of 1992 added a new Section 31 to the Federal Fire Prevention and Control Act of 1974. This Section requires that approved smoke detectors be installed in all houses assisted under the Community Development Block Grant Program. To comply with this requirement and locally adopted codes Agency shall install smoke detectors in all sleeping areas and any hallway connecting these sleeping areas.

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<p style="text-align: center;">ADDITIONAL FEDERAL REQUIREMENTS For Procurement, Disputes/Grievance Procedure, Right to Refuse Service</p>

PROCUREMENT

1. The Agency agrees to comply with federal procurement requirements and the City's procurement code for all expenditures of funds. Below is an overview of the procurement requirements.
 - 1.1 Purchases over \$50,000 must be publicly bid.
 - 1.2 Purchases between \$10,001 and \$50,000 must follow competitive purchasing procedures based on written quotations.
 - 1.3 Purchases of \$5,000 to \$10,000, whenever practical, must be based on oral quotations, with file documentation of vendors contacted and quotations received.
 - 1.4 Purchases under \$5,000 do not require formal procurement.
 - 1.5 Expenditures for employee salaries or items such as client subsidies would not generally be subject to procurement requirements. (Such items do not generally constitute purchases.)
2. The Agency agrees to adopt a written procurement policy that, at a minimum, complies with the above procurement requirements, and to follow accounting procedures that will assure compliance with federal and city procurement codes.
3. The Agency further agrees to retain sufficient supporting documentation to demonstrate compliance with these requirements. Examples include, but are not limited, to the following:
 - 3.1 Copies of bid documents;
 - 3.2 Written quotations; and
 - 3.3 Evidence of oral quotations.

DISPUTES/GRIEVANCE PROCEDURE

1. The Agency agrees to negotiate and resolve any disputes in the delivery of activities stated herein and will inform the City in writing of such negotiations and resolutions.
2. In the event the issue is not resolved, the City will confer with all parties to understand the issue, if appropriate, offer guidance, and try and reach an amicable solution.
3. In the event the issue is not resolved, and with both parties agreeing, the City Mediation Program will be available to assist in resolving the dispute.

RIGHT TO REFUSE SERVICE

The City reserves the right to refuse, terminate, or suspend service or accounts to an individual, company, or agency, if the City believes that conduct or actions violate applicable law, is harmful to the interests of the City of Glendale and its affiliates, or meets the criteria covered under City's Right to Refuse Assistance Policy. Legal counsel will be consulted before such action is undertaken, unless an emergency.

INSURANCE REQUIREMENTS

The Certificate of Insurance will contain the following information:

Item One:

- A. Commercial General Liability coverage with limits not less than \$1 million per occurrence, \$100,000 for property damage liability, and \$2 million aggregate.
- B. Unless a sole proprietorship, Agency shall carry Arizona Statutory Workers Compensation and Employers' Liability coverage.

Item Two: City of Glendale will be named Certificate Holder.

Item Three: City of Glendale will be named as "additional insured."

Item Four: The Certificate of Insurance will provide a 30-day notice to the City of Glendale for cancellation, non-renewal, or material change and must be an "occurrence," not a "claims made" policy.

Item Five: General Requirement for the Insuring Company:

- A. The insurance company underwriting the policy will have a Best Rating of B++ or better. Please request that your insurance provider supply some form of verification of the best rating of B++ or better.
- B. The insurance company underwriting the policy will **be licensed in the State of Arizona**.
- C. If the Certificate of Insurance contains a section page which notes: "Important, if the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s)." Insurance Certificates containing this clause will not be accepted without an **"endorsement" stating, "the City of Glendale is included as an 'additional insured' on the policy."**

###

CERTIFICATIONS


See attached Certifications:

1. Policy of Nondiscrimination on the Basis of Disability.
2. Section 319 of Public Law 101-121.
3. Contracting with Small and Minority Firms, Women's Business Enterprises and Labor Surplus Area Firms.
4. Drug-Free Workplace.

###

**POLICY OF NONDISCRIMINATION ON THE
BASIS OF DISABILITY**

The undersigned representative agrees, on behalf of Client, to have or adopt a Policy of Nondiscrimination on the Basis of Disability. Such Policy will state that the Agency does not discriminate on the basis of disabled status in the admission or access to, or treatment or employment in, its federally assisted programs or activities.



Signature

5/13/2015

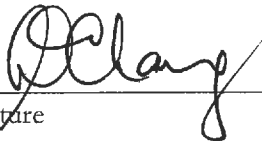
Date

SECTION 319 OF PUBLIC LAW 101-121

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

1. No federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress, in connection with the awarding of any Federal contract, the making of any federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements), and that all agencies will certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 U.S.C. § 1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.



Signature

5/13/2015

Date

**CONTRACTING WITH SMALL AND MINORITY FIRMS,
WOMEN'S BUSINESS ENTERPRISES AND LABOR SURPLUS AREA FIRMS**

1. It is a national policy to award a fair share of contracts to small and minority business firms. Accordingly, affirmative steps must be taken to assure that small and minority businesses are utilized when possible as sources of supplies, equipment, construction, and services. Affirmative steps will include the following:
 - 1.1 Qualified small and minority businesses on solicitation lists.
 - 1.2 Assuring that small and minority businesses are solicited whenever they are potential sources, and to the greatest extent possible that these businesses are located within the metropolitan area.
 - 1.3 When economically feasible, dividing total requirements into smaller tasks or quantities so as to permit maximum small and minority business participation.
 - 1.4 Where the requirement permits, establish delivery schedules which will encourage participation by small minority businesses.
 - 1.5 Using the services and assistance of the Small Business Administration, and the Office of Minority Business Enterprises of the Department of Commerce and the Community Services Administration as required.
 - 1.6 If any subcontracts are to be let, requiring the prime contractor to take the affirmative steps in §§ 1.1 through 1.5. Grantees will take similar appropriate action in support of women's enterprises.
 - 1.7 To the greatest extent feasible, opportunities for training and employment will be given to low and moderate income persons residing within the metropolitan area.
2. The above-described equal opportunity requirements are obligations of the City of Glendale because federal funds are being utilized to finance the Project to which this Project pertains.
3. In executing any contract, the Agency agrees to comply with the requirements and to provide appropriate documentation at the request of the City.



Signature

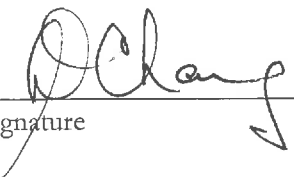
5/13/2015

Date

DRUG-FREE WORKPLACE

The Agency certifies that it will maintain a drug-free workplace in accordance with the requirements of 24 CFR Part 24, Subpart F by:

1. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the Agency's workplace and specifying the actions that will be taken against employees for violation of such prohibition.
2. Establishing an ongoing drug-free awareness program to inform employees about:
 - 2.1 The dangers of drug abuse in the workplace;
 - 2.2 The Agency's policy of maintaining a drug-free workplace;
 - 2.3 Any available drug counseling, rehabilitation and employee assistance programs; and
 - 2.4 The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.
3. Making it a requirement that each employee to be engaged in the performance of the grant be given a copy of the statement required by paragraph 1.
4. Notifying the employee in the statement required by paragraph 1 that, as a condition of employment under the grant, the employee will:
 - 4.1 Abide by the terms of the statement; and
 - 4.2 Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.
5. Notifying the City in writing, within ten calendar days after receiving notice under paragraph 4.2 from an employee or otherwise receiving actual notice of such conviction. Employers of convicted employees must provide notice including position title, to every grant officer or other designee on whose grant activity the convicted employee was working, unless the Federal agency has designated a central point for the receipt of such notices. Notice will include the identification number(s) of each affected grant.
6. Taking one of the following actions, within 30 calendar days of receiving notice under paragraph 4.2, with respect to any employee who is so convicted:
 - 6.1 Taking appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; or
 - 6.2 Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a federal, state, local health requirements, law enforcement, or other appropriate agency.
7. Making a good faith effort to continue to maintain a drug-free workplace through implementation of the above-described paragraphs.



Signature

5/13/2015

Date



Legislation Description

File #: 15-341, Version: 1

AUTHORIZATION TO ENTER INTO A MEMBERSHIP AND SERVICES AGREEMENT WITH THE GLENDALE CHAMBER OF COMMERCE FOR CHAIRMAN'S CIRCLE MEMBERSHIP AND GENERAL SUPPORT SERVICES BENEFITTING THE CITY OF GLENDALE

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a three (3) year Membership and Services Agreement with the Glendale Chamber of Commerce for Chairman's Circle Membership and General Support Services benefitting the City of Glendale at a cost of \$20,000 per year totaling \$60,000 over the term of the agreement.

Background

The City of Glendale is a long-standing member of the Glendale Chamber of Commerce (Chamber) which was established as part of the Glendale business community in 1927. The Chamber is a private, non-profit, membership-driven organization whose mission is to serve the business community, provide programs and services to improve the economic environment, and serve as a reliable source for community information and business referrals.

The City of Glendale and Chamber first entered into an Economic Development and Community Enhancement Agreement in 1997 for the purpose of contracting with the Chamber to provide general support services and activities designed to assist the City in accomplishing its objectives. The focus of the agreement was to support and complement the City's efforts as it pertained to economic development, marketing, and promotional activities between the city and the business community. Since that time, the City has had an annual agreement with the Chamber of Commerce in support of economic development initiatives.

Analysis

It is the City's and Chamber's desire to enter into a multi-year agreement for the purpose of securing Chairman's Circle Membership and general support services and activities designed to assist the City in maintaining a positive business image and promoting economic development initiatives. The activities and services include, but are not limited to:

- Co-hosting a minimum of two (2) business appreciation, attraction, or retention events with the Office of Economic Development annually;
- Providing location assistance and resources for businesses;
- Participating with the City in a city-wide Business Retention and Expansion Program;
- Providing Chamber-produced marketing materials for the city's use at no cost;

- Co-sponsoring a Procurement Fair for local businesses every two years;
- Promoting Glendale events and attractions; and,
- Providing a forum for the annual Mayor’s State of the City address.

Community Benefit/Public Involvement

The Glendale Chamber of Commerce plays a significant role in promoting the community through its activities, provides representation for the business community specifically for small businesses, and provides unique skills and resources that support City Council’s goal of creating fiscal sustainability through strong economic development efforts. The Chamber’s business initiatives add to the economic vitality of the entire community and play a crucial role in the growth and stability of Glendale’s tax base, thereby providing the means to deliver quality services for our residents.

Budget and Financial Impacts

The FY2015-16 recommended budget for the Office of Economic Development anticipated an expenditure for this contract in the amount of \$20,000; the fulfillment of this contract is contingent on the City Council’s adoption of the FY2015-16 budget.

Cost	Fund-Department-Account
\$20,000	1000-16025-529000 FY2015-16 Budget (contingent upon Council adoption)
\$20,000	1000-16025-529000 FY2016-17 Budget (contingent upon Council adoption)
\$20,000	1000-16025-529000 FY2017-18 Budget (contingent upon Council adoption)

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**Membership and Services Agreement
Glendale Chamber of Commerce**

THIS AGREEMENT is made and entered into to be effective the 1st day of July, 2015 ("Effective Date") by and between the City of Glendale (the "City") and the Glendale Chamber of Commerce (the "Chamber").

RECITALS

- A. The City acknowledges that the Chamber plays an important role in enhancing the image and prosperity of the community through its many activities; and
- B. The City recognizes the Chamber represents the business community, particularly the small business community of Glendale; and
- C. The City understands the value of being a member of the Glendale Chamber of Commerce and wishes to remain a member through this Agreement; and
- D. Both the City and the Chamber mutually agree the Chamber has the unique skills and resources necessary to assist the City in accomplishing its goal of projecting a positive business image of Glendale; and
- E. The Chamber agrees to provide services and perform activities which are not within the normal and customary activities performed by the Chamber as detailed below.

NOW, THEREFORE, the parties hereby agree as follows:

1. Fees: For the period beginning July 1, 2015 to June 30, 2018, the City agrees to pay the Chamber of Commerce \$20,000 per annum for general membership, membership in the Chairman's Circle as referenced in Exhibit A, and other services and activities the Chamber agrees to perform pursuant to Section 2 of this Agreement.
2. Chamber Activities: The Chamber shall provide the City with general support services and perform activities designed to assist the City in maintaining a positive business image. The specific services and activities which the Chamber shall perform are subject to prior approval by the City Manager or designee, and shall include, but shall not be limited to the following:
 - a. Co-host a minimum of two (2) events per annum with the Office of Economic Development for the purpose of business appreciation, attraction, or retention.
 - b. Work cooperatively with the Office of Economic Development and City Management to support Glendale businesses in need of locational assistance and resources.
 - c. Participate with the City in a comprehensive, city-wide Business Retention and Expansion

program. The Chamber's participation will include personal visitations to companies with or without the representation from the Office of Economic Development. The Chamber will use its resources and expertise to assist in resolving issues a company may have related to its business operations.

- d. The Chamber will make available to the City, at no cost to the City, Chamber-produced marketing materials to assist in attracting and retaining companies to Glendale.
- e. The Chamber and the City will jointly sponsor a biennial (every two years) Procurement Fair for local businesses.
 - 1. During the first and third years of this Agreement, the Chamber agrees to form a Steering Committee, which shall include City staff, to plan, identify the location and exact date of the Fair, specify measures to promote the Fair, and provide the City with a written report summarizing the findings of the Committee on ways to improve both participation in and attendance at the Fair.

In the second year of this Agreement, the Chamber will co-host with the City the Procurement Fair providing businesses with an opportunity to promote their products and services to both the public and private sectors, as well as providing information on doing business with the federal government, particularly with Luke Air Force Base. The Chamber will market and promote the Procurement Fair, register participants, and provide a final report of the number of participants and the estimated number of attendees of the Fair and include any noteworthy outcomes of the Fair.

- f. The Chamber will host events and invite representatives from the City to participate in making presentations to Chamber groups, such as periodic Business Roundtables.
- g. The Chamber agrees to distribute the City's Office of Economic Development quarterly Newsletter to their general membership.
- h. The Chamber will provide a forum for the Mayor's State of the City address annually to the Chamber's membership and invited guests.
- i. The Chamber will refer any inquiries it receives from businesses interested in locating or expanding in Glendale to the City's Office of Economic Development.
- j. The Chamber will maintain a close relationship with the City's Communications Department and CVB, and at its own expense will promote Glendale attractions and events, particularly City Signature events and special events such as the Super Bowl, Tostitos Fiesta Bowl and other significant tourism and/or national events;
- k. The Chamber will maintain, at its sole expense, its "Tools for Business Success" website, a comprehensive business development tool for new and existing businesses that is specific to Glendale.

- I. The Chamber will maintain a close working relationship with the City Inter-Governmental Programs Department to foster and support legislation mutually beneficial to the business community and the City.

Either party may, at any time, suggest other services and activities to be performed by the Chamber under this Agreement. City and Chamber agree to deal in good faith when negotiating which specific additional activities and services the Chamber shall perform.

3. Relationships of Parties: Chamber shall be an independent contractor under this Agreement. This Agreement is not intended by either party to create, or give rise to, a joint venture, partnership, employer-employee relationship or formal business association between the parties.
4. Term: The term of this Agreement shall be for effective for three years, beginning July 1, 2015 and terminating on June 30, 2018.
5. Termination: Either party may terminate this Agreement, with or without cause, upon thirty (30) days written notice to the other party. Should the Chamber terminate this Agreement prior to expiration of the term set forth in Paragraph 3, a pro rata refund of the City payment shall be made by the Chamber to the City within 30 days of termination.
6. Cost: The City agrees to pay the Chamber Twenty Thousand dollars (\$20,000) annually, pursuant to the terms of this Agreement. Payment will be made by the City in two (2) \$10,000 payments. The first payment will be made during the first quarter of the City's fiscal year (July 1st - September 30th). The second payment will be made during the fourth quarter of the City's fiscal year (April 1st - June 30th) and shall be conditioned upon receipt of the Chamber's annual report and IRS Form 990, as required pursuant to Paragraph 7. The City has sole discretion of when to make the payment during the designated quarters.
7. Reporting: No later than March 31st of each year, the Chamber agrees to provide City with an annual report detailing the services provided pursuant to this Agreement, along with its annual IRS Form 990, for preceding calendar year.
8. Notification: Communications and notifications regarding this Agreement and performance of its terms by the parties shall be made as follows:

To the City: City Manager
 City of Glendale
 5850 West Glendale Avenue, Ste. 431
 Glendale, Arizona 85301

With a copy to: Office of Economic Development
 City of Glendale
 5850 W Glendale Avenue, Ste. 217
 Glendale, Arizona 85301

Chamber: President
Glendale Chamber of Commerce Bank of America Building
5800 West Glenn Avenue, Suite 275
Glendale, Arizona 85301

9. Assignment: This Agreement and any amounts receivable hereunder shall not be assignable except with the written consent of the parties.
10. Non-Discrimination: Chamber 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. Chamber will require any Sub-contractor to be bound to the same requirements as stated within this section. Chamber, and on behalf of any subcontractors, warrants compliance with this section.
11. Immigration Law Compliance:
- a. Chamber, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
 - b. Any breach of warranty under subsection (A) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
 - c. City of Glendale ("City") retains the legal right to inspect the papers of Chamber or subcontractor employee who performs work under this Agreement to ensure that Chamber or any subcontractor is compliant with the warranty under subsection (A) above.
 - d. City may conduct random inspections, and upon request of the City, Chamber shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection (A) above. Chamber 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 I.
 - e. Chamber agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. Chamber also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
 - f. Chamber's warranty and obligations under this Section I to the City are 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.

g. 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.

12. Conflicts: This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have entered into this Agreement on the date first written above.

GLENDALE CHAMBER OF
COMMERCE

CITY OF GLENDALE

By: *Bobbi Magda*
Bobbi Magdaleno
Its: 2015 Chairman of the Board

Richard A. Bowers
Acting City Manager

By: *Robert W. Heidt, Jr.*
Robert W. Heidt, Jr.
Its: President & CEO

ATTEST:

Pamela Hanna, (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney



Chairman's Circle Member Benefits:

- Enhances visibility on the Chamber's website (homepage) with a logo and link to your company website
- Priority seating at Chamber events and programs
- Convenience of a one-time, all inclusive transaction on level of investment for dues, events and sponsorships
- Representation at all events with shared Chairman's Circle Investor signage
- Representation at Chamber office on shared Chairman's Circle Investor signage
- Shared full page ad in the Chamber's quarterly magazine acknowledging your support
- 5% discount off of advertising in Chamber's quarterly magazine on advertising
- Includes all other membership benefits and perks (see below)
- Special framed certificate of appreciation to hang in your lobby or place of business
- Ability to participate in the "Voices of the Chamber" marketing campaign
- Recognition at the following events as a sponsor – (sponsors logo included on all promotional pieces):
 - Annual Dinner & State of the City (includes the a table of eight or ten for Mayor's Office with seating determined by the Mayor, 2 seats for each city councilmember for them and a guest, four seats for the city managers office)
 - Luke Shoot Out Golf Tournament (includes foursome)
 - Small Business Procurement Fair & Business Expo (includes display table(s))
 - Annual Auction Gala (includes 2 seats for the Mayor & a guest and each city councilmember and a guest – 14 total seats)
 - Scholarship Golf Tournament (includes foursome)
- Ability to insert an item/flyer into the Luke Air Force Welcome bags and relocation packets mailed out
- Recognition in 'Chamber at a Glance', bi-weekly Chamber email with logo and link

General Member Benefits

- Proud Member window decal with Chamber logo for display
- Representation in Glendale and the West Valley
- Ribbon cuttings for a groundbreaking, grand opening, milestone or anniversary for your business
- Business Building and Networking opportunities

- Customer and visitor referrals and assistance
- Member pricing for Chamber events, programs and publications
- Custom sponsorship and advertising packages with the Chamber
- Volunteer opportunities including various committees
- Free business counseling in partnership with S.C.O.R.E.
- Free notary service for Chamber members
- Over 50 Events and Programs
- Complimentary attendance to all Business After Hours
- Certificates of Origin
- Free use of conference room (based on availability)
- Chamber team focused on local economic development, community, business retention and expansion
- All members receive one free listing under their primary category in the Glendale Chamber Quarterly Magazine
- Display area in the Chamber lobby for brochures, business cards, and event calendars
- Chamber Anniversary recognized in "The Pulse", a monthly newsletter published by the Glendale Star
- Company profile page in Online Directory, providing 24/7 access to your customers
- Free additional category listings on Chamber online directory
- Subscription to Bi-Weekly Chamber At-A-Glance newsletter
- Company announcements on Chamber website
- Post events to our online Community Events Calendar
- Access to create and distribute online coupons exclusively for Chamber members
- Access to "Tools for Business", sponsored by BNC National Bank, to help grow and run your business
- Up to 25% off a Constant Contact membership
- Save up to 30% on your credit card processing fees
- Free Prescription Drug Savings Card
- Receive up to 60% savings through the Office Depot Program
- Member-to-Member Savings Connections Program



Legislation Description

File #: 15-340, **Version:** 1

AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE GALLERY GLENDALE

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to renew a one-year lease agreement with The New Westgate, LLC, to provide the city with 3,050 leasable square feet of space for use as the "Gallery Glendale at Westgate."

Background

On April 23, 2013, the City Council approved a lease between the City and The New Westgate, LLC, for the creation of the "Gallery Glendale at Westgate." The lease was renewed by City Council for a second year on May 13, 2014. Under both the agreements, New Westgate, LLC provided 3,050 square feet of space (Suite #D-109) and covered all utility expenses at no cost to the city for the 12-month period of each one-year lease.

The Gallery has been used over the past two years to provide a public venue to display the city's municipal arts collection; work with partnering groups to bring new art and artistic experiences to Glendale; and to provide residents and visitors with the opportunity to view and appreciate monthly art gallery exhibits free of charge. Since the start of the lease, the city has coordinated and planned over 40 different events and art exhibits that have brought over 28,000 persons to the Gallery Glendale and Westgate. Examples include the Touch a Truck event and art exhibits and opening receptions by organizations such as the Associated Press, Arizona Artists Guild, Art League West, Glendale Union High School District, Glendale Community College, Phoenix Artists Guild and the West Valley Arts Council.

In exchange, the city has staffed the Gallery Glendale every Friday and Saturday evening from the hours of 6:00 p.m. - 9:00 p.m. The city also has cross-promoted activities on its website, newsletters and publications, city calendars, disseminated information at its parks, recreation and library facilities, and placed temporary Westgate promotional banners at various city-owned sports facilities.

Earlier this spring, both the City and the owners of New Westgate, LLC, mutually indicated their desire to extend the lease at the same terms and conditions, for an additional 12 month period. As a result, staff is requesting renewal of the existing lease.

Community Benefit/Public Involvement

The gallery serves to provide area residents and patrons of Westgate with programs and services they might not otherwise be able to conveniently access. The site also provides the Community Services Department with an

additional location (at very low cost) to provide services and programs, while Westgate benefits from an increase in foot traffic.

The gallery has become a popular spot for cultural exchange and activities in the West Valley. It is a gathering place for the community to appreciate monthly art exhibits by local artists; participate in free hands-on creative activities; attend events and programs through the top-tier, nationally-accredited City of Glendale Parks & Recreation Division; and enjoy children's storytimes and activities presented by professionals and volunteers from the Glendale Public Library system.

The Glendale Arts Commission has expressed its support of the Gallery Glendale at numerous past meetings and is looking forward to new events and arts displays at the venue in FY 15-16.

Budget and Financial Impacts

Estimated operating costs to the city (i.e. temporary staff as needed, signage, custodial, technology and program supplies), will not exceed \$416/month. These funds are budgeted in the municipal arts program 1220-15310.

Cost	Fund-Department-Account
\$5,000	1220-15310-518200 Arts - Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "**Agreement**") is made as of the ___ day of ___, 2015, by and between **THE NEW WESTGATE LLC**, a Delaware limited liability company ("**Licensor**"), and **CITY OF GLENDALE**, an Arizona municipal corporation ("**Licensee**"), related to that certain shopping center known as Westgate Entertainment District located in Glendale, Arizona (the "**Center**").

RECITALS

Licensor and Licensee desire to enter into a license agreement whereby Licensee will license from Licensor space within the Center on a temporary basis, on the terms and conditions set forth herein.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **License Areas.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee (i) an exclusive license during the License Term to use and occupy the portion of the Center identified as Suite D-109, measuring approximately 3,050 square feet, and as depicted on Exhibit A attached hereto and incorporated by reference (the "**Gallery License Area**"), and (ii) a non-exclusive license during the License Term to use and occupy a portion of the Center in the fountain park and events plaza areas, as generally depicted on attached Exhibit B and incorporated by reference (the "**Activities License Area**"), collectively, the Gallery License Area and the Activities License Area are the "**License Areas**". In addition to and together with the License Areas, Licensor grants to Licensee a non-exclusive right of access to and from the License Areas and the non-exclusive right to use parking spaces to be designated by Licensor located in the common areas in Center. The license is non-transferable and is revocable by Licensor under the Agreement terms. Licensee acknowledges and agrees that it is accepting the License Areas "AS IS, WHERE IS" with no express or implied representation or warranty by Licensor as to the condition of the License Areas or the improvements therein, or its suitability for the Permitted Use (as defined below) or any other matter. Notwithstanding anything herein to the contrary, Licensor shall have the right, upon providing not less than fifteen (15) days prior written notice to Licensee, to relocate either or both the Gallery License Area or the Activities License Area to other space in the Center as designated by Licensor in Licensor's discretion.

2. **License Term and Minimum Hours.** The term of this Agreement shall be from June 1, 2015 through May 31, 2016 (the "**License Term**"). Licensee shall not have any right to access or use the License Areas, and shall not place any property, equipment or other items in the License Areas at any time other than during the License Term.

a. **Gallery License Area:** Licensee agrees to be open to the public, and staffed either with employees or volunteers, in the Gallery License Area, at minimum each Friday and Saturday of every week from 6:00pm to 9:00pm during the License Term. Licensee may be open in the Gallery License Area at all other normal operating hours of the Center.

b. **Activities License Area:** Licensee shall utilize the Activities License Area from time to time during the License Term, upon prior mutual agreement between Licensor and Licensee as to date(s), hours, location, and activity. Licensor's designated representative for approving such matters is Emilie Andrews, Director of Events and Marketing for Westgate, Vestar, via email at eandrews@vestar.com.

3. **Right to Terminate.** Licensor shall have the right to elect to terminate this Agreement at any time during the License Term, with or without cause, by notice to the Licensee at least fifteen (15) days prior to the termination date set forth in such notice. Should Licensor transfer the Center as described in Section 24 below and the new owners/transferees then require the payment of rents or fees from the City, the City may terminate this Agreement by notice to the new owners/transferee at least fifteen (15) days before the termination date set forth in such notice.

4. Use / Cross - Promotion.

a. Use of Gallery License Area: Licensee shall use the Gallery License Area for the sole purpose of the display of the City of Glendale's art collection, including but not limited to photographs, paintings, and sculptures (the "**Permitted Use**") but for no other use without Licensor's prior written consent. Both Licensor and Licensee shall refer to the Gallery License Area and Licensee's use thereof as the "**Gallery Glendale at Westgate**". Licensee and Licensor agree to work together, and Licensor expresses its desire, to (a) have Licensee also display art in association with schools (including colleges and universities) and (b) have Licensee utilize the Gallery License Area in conjunction with teaching and/or hosting art classes and/or interactive art education and art experience events and activities (the "**Conditional Permitted Use**"). Any Conditional Permitted Use shall be approved in advance by Licensor. Licensee's use of the Gallery License Area for any purpose other than for the use identified above shall be deemed a material default under this Agreement. Licensee shall at all times use the Gallery License Area for the purpose of performing the Permitted Use in a proper manner acceptable to Licensor and in a lawful, honest, conscientious and business-like manner.

b. Use of Activities License Area: Licensee shall utilize the Activities License Area to host various community and citizen services and activities, including by way of example and not limitation, physical activity classes such as yoga or zumba. Licensee shall utilize the Activities License Area from time to time during the License Term, upon prior mutual agreement between Licensor and Licensee as to date(s), hours, location, and activity. Licensor's designated representative for approving such matters is Emilie Andrews, Director of Events and Marketing for Westgate, Vestar, via email at eandrews@vestar.com.

c. Cross-Promotion of Gallery: Licensor shall (i) include the Gallery Glendale at Westgate on its website for the Center, (ii) include the information in its calendars of events and activities, and (iii) otherwise publicize the Glendale Gallery attraction. Licensee shall include information about the Gallery Glendale at Westgate in (i) newsletters (print or e-mail) to residents, (ii) City calendars of events, and (iii) on the City's website in the applicable arts and/or parks and recreation sections. Licensee agrees to publicize the Gallery Glendale at Westgate on the LED billboard located at the northeast corner of the Loop 101 Freeway and Glendale Avenue, including the logo for Westgate Entertainment District as provided by Licensor; the Licensee will design and approve the artwork in collaboration with the licensor; and the LED advertisement will be included in the rotation, based on availability, for two (2) weeks prior to the events or activities relating to the Gallery Glendale at Westgate. For example, if there are five events during the year, advertisements will run for a total of ten (10) weeks during the year (equal to a minimum of 28,000 ads over a twelve-month period)

d. Cross-Promotion and Library Incentive Cards: Licensor and Licensee will collaborate on Licensor's provision of Westgate Entertainment Center discount cards to be made available at City of Glendale libraries to City residents for City promotions such as frequent-reader incentives. Licensor shall produce such discount cards at Licensor's cost. The Licensor shall include reference to such library cross-promotion on its website for the Center. Licensee shall include information about the library cross-promotion and activities in the Activities License Area in (i) newsletters (print or e-mail) to residents, (ii) at the City libraries, and (iii) on the City's website in the applicable arts and/or parks and recreation sections. Licensee agrees to publicize the Westgate – City of Glendale library cooperation and activities in the Activities License Area on the LED billboard located at the northeast corner of the Loop 101 Freeway and Glendale Avenue, including the logo for Westgate Entertainment District as provided by Licensor; the Licensee will design and approve the artwork in collaboration with the licensor; and the LED advertisement will be included in the rotation, based on availability, for two (2) weeks prior to the events or activities relating to the Gallery Glendale at Westgate. For example, if there are five events during the year, advertisements will run for a total of ten (10) weeks during the year (equal to a minimum of 28,000 ads over a twelve-month period)

e. Promotion of Westgate Entertainment District on Sports Complex Fields: In consideration of Licensor's provision of space per this License Agreement, Licensor shall be permitted, at Licensor's sole cost and expense, to install banners (subject to Licensee's prior reasonable approval) promoting the Westgate Entertainment District and its tenants at the City owned sports fields located at sites to be agreed upon by Licensor and Licensee.

5. **Signs/Advertising.** Licensor shall obtain Licensee's written approval before publishing any advertising or promotional material referring to Licensee's Permitted Use of the License Areas. Licensee shall not have rights to any media towers or additional signage and graphics around, above and adjacent to the License Areas.

6. **License Fee.**

a. Fee for License Areas: Licensor is making the License Areas available to Licensee at no charge as a benefit to the City of Glendale, its citizens, and the public and visitors to the Center generally.

b. Fee for Sale of Art in Gallery License Area: If Licensee permits third parties to sell art from the Gallery License Area per a Conditional Permitted Use, Licensee shall collect a fee from such vendor/artist in the amount of thirty percent (30%) of the sale amount of each item, to be determined by Licensee. Licensee shall remit to Licensor fifty percent (50%) of all such revenue collected by Licensee on a monthly basis, within 15 days after the end of each calendar month accompanied by reasonable reporting as may be required by Licensor.

7. Intentionally omitted.

8. **Maintenance of the License Area.** Notwithstanding anything in this Agreement to the contrary, Licensee shall be solely responsible (a) for securing all permits and licenses necessary to use the License Areas for the Permitted Use, including without limitation any business licenses required by the City of Glendale and/or County of Maricopa, Arizona, (b) for maintaining the License Areas in a neat and clean condition (including custodial service of the Gallery License Area, (c) for complying with all applicable laws, rules, fire and safety codes and regulations, including such minimum safety standards as may be established by Licensor, with respect to the use of the License Areas, (d) for repair of all damage to the License Areas caused by Licensee, its agents, employees, representatives, contractors or invitees, (e) for complying with the Center's rules and regulations established from time to time by Licensor and delivered to Licensee, (f) for all costs and expenses related to cleaning, security, repair and maintenance of the License Areas, and (g) for restoring the License Areas to its original condition, customary wear and tear excepted, at the end of each day as to the Activities License Area or the end of the License Term as to the Gallery License Area.

9. **Insurance.** During the License Term, Licensee shall maintain, at its sole cost and expense, insurance as reasonably required by Licensor, including, without limitation, insurance meeting the requirements set forth on the attached Exhibit C. Before the License Term begins, Licensee shall provide Licensor a Certificate of Insurance which meets Licensor's requirements, including, without limitation, the requirements set forth on attached Exhibit C.

10. **Indemnity.** Licensee shall indemnify, defend and hold harmless Licensor and Licensor's parent, subsidiaries and affiliated companies, and their respective officers, directors, shareholders, agents, employees and affiliates (collectively, with Licensor, the "**Licensor Parties**"), against all loss, damage, expense and liability resulting from injury to or death of persons, including but not limited to employees of Licensee or Licensor, or injury to property, including but not limited to property of Licensee or Licensor, arising out of or in any way connected with Licensee's access to or use of the Center, however caused, regardless of any negligence of Licensor, whether active or passive, except for such injury or death as may be caused by the sole gross negligence or willful misconduct of Licensor. Licensee shall, upon request by Licensor, defend any suit exerting a claim covered by this obligation to indemnify. Licensee shall pay costs that may be incurred by Licensor in enforcing this obligation to

indemnify, including reasonable attorneys' fees. The provisions of this Section 10 shall survive any termination or expiration of this Agreement.

11. **Mutual Waiver of Subrogation.** Licensor and Licensee each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Licensor or Licensee, as the case may be, or their respective property, the License Area, its contents or to other portions of the Center, arising from any risk generally covered by a policy or causes of loss special form insurance and from any risk covered by insurance then in effect. In addition, Licensor and Licensee, for themselves and on behalf of their respective insurance companies, waives any right of subrogation that any such insurance company may have against Licensor or Licensee, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available in the State of Arizona and provided further that no policy of insurance is invalidated thereby.

12. **Risk of Loss or Damage.** Without limiting any other provision of this Agreement, Licensor shall not be liable for, except to the extent, subject to this Agreement, directly caused by the sole gross negligence or willful misconduct of Licensor, and Licensee hereby waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Areas, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in Licensor's failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (ix) the failure of any fixture, plaster, tile, stucco or other material or (x) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public project. Licensee agrees to use and occupy the License Areas, and to use such other portions of the Center as Licensee is herein given the right to use, at Licensee's own risk, and Licensee hereby assumes the full risk and responsibility for loss, destruction or damage occurring to the personal property of Licensee in the License Areas. The provisions of this Section 12 shall survive any termination or expiration of this Agreement.

13. **Center Security.** Licensor may provide security for the common area of the Center as Licensor shall determine from time to time in its sole discretion. Licensee acknowledges that any security service provided by Licensor shall be at such intervals and with such manpower as Licensor may determine in its sole discretion. Licensee shall at all times comply, and shall cause its employees, representatives and invitees to comply, with the directions of such Center security with respect to the use of the License Areas. Licensee further acknowledges that any such security services are intended to be deterrent in nature and Licensor does not undertake to insure that damage to persons or property will thereby be prevented upon the License Areas or the Center. Licensee acknowledges that this Agreement and Licensee's and Licensor's rights and obligations hereunder do not impose upon Licensor a duty to guard against criminal acts of a third party. Licensor shall have no obligation to provide security service to Licensee with respect to the License Areas.

14. **Taxes and Fees.** Any and all taxes, fees, and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, transaction privilege license taxes, personal property taxes, or any other taxes which may be levied or assessed on the assets, business or capital of Licensee or on Licensee's income or sales therefrom by any duly constituted government authority shall be borne and paid for entirely by Licensee. Licensee shall indemnify, defend and hold harmless the Licensor Parties for any and all claims, losses, liabilities, damages, amounts, penalties, costs and expenses arising or resulting from Licensee's failure to timely pay any amounts required to be paid by Licensee under this Section 14. The provisions of this Section 14 shall survive any termination or expiration of this Agreement.

15. **Assignment.** It is expressly agreed that Licensee shall not assign or sublease its rights or delegate its duties under this Agreement. Any assignment of rights, sublease or delegation of duties by Licensee without the prior written consent of Licensor shall be void and shall, at Licensor's option, result in the immediate termination of this Agreement.

16. **Removal of Property.** Upon the expiration of each License day (for activities outside of the Gallery Licensed Area) or the License Term, as applicable, Licensee shall quietly and peaceably surrender the License Areas and shall remove all other equipment and other things placed by Licensee on the License Areas hereunder, and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, and Licensor may dispose of said property in any manner and retain any and all proceeds arising out of such disposition.

17. **Default.** Each of the following shall constitute a default by Licensee hereunder: the failure by Licensee to observe or perform any covenant, obligation or condition required to be performed or observed by Licensee hereunder and the continuation of such failure for a period of two (2) days after notice thereof from Licensor. In the event of any such default by Licensee, Licensor shall have the right to terminate this Agreement, to recover immediate possession of the License Areas, and to remove all personal property of Licensee from the License Areas at Licensee's cost and expense. In addition, in the event of any default by Licensee hereunder, Licensor shall be entitled to recover all damages permitted by law (including, without limitation, attorneys' fees, costs and expenses) and to enforce all remedies available to Licensor at law or in equity. All rights, powers and remedies of Licensor shall be cumulative and the exercise of one or more of its rights or remedies shall not impair Licensor's right to exercise any other right or remedy, either concurrently or at any later time.

18. **Utilities.** Licensor shall make available to Licensee facilities for the delivery of electricity to the License Areas reasonably sufficient for Licensee's performance of the Permitted Use. Licensor shall not be liable, in damages or otherwise, for any discontinuance, failure or interruption of electricity service to the License Areas unless such discontinuance, failure or interruption results from Licensor's sole gross negligence or willful misconduct. No such episodic discontinuance, failure or interruption shall entitle Licensee to terminate this Agreement.

19. **Waiver or Consent Limitation.** No term, covenant or condition of this Agreement shall be deemed to have been waived by Licensor or Licensee unless such waiver is in writing and signed by the party to be charged with the waiver. A waiver of any given breach or default shall not be a waiver of any other breach or default. All consents and approvals under this Agreement must be in writing and signed by the party granting such consent or approval. Consent to or approval of any act by one party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary such other party's consent to or approval of any subsequent similar act.

20. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or if any claim, action or cause of action otherwise arises out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

21. **Notices.** All notices, demands, or other writings to be given, made or sent by either party hereto to the other pursuant to this Agreement shall be in writing and shall be deemed to have been fully given, made or sent (i) when actually delivered, if delivered by overnight or other courier or delivery service which confirms delivery in writing, or (ii) within two (2) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the parties at the addresses set forth on the signature page hereof. Each party may, from time to time by notice to the other, designate another place for receipt of future notices.

22. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Licensor and any other person or entity (including, without limitation, Licensee) or as causing Licensor to be responsible in any way for the debts or obligations of such other person or entity.

23. **Authority.** The persons executing this Agreement on behalf of Licensee hereby covenant and warrant to Licensor that Licensee is a validly existing entity in good standing under the laws of the State of Arizona or is a natural person, and the transaction set forth in this Agreement, the performance of Licensee's obligations hereunder and the execution and delivery of this Agreement by Licensee, in each case, has been duly authorized.

24. **Licensor Liability.** In the event of any transfer of the Center by Licensor or assignment by Licensor of this Agreement, the transferor shall be and is hereby entirely freed and relieved of all liability under any and all covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Center or this Agreement occurring after the consummation of such transfer. Notwithstanding anything to the contrary set forth in this Agreement, it is expressly understood and agreed that any money judgment against Licensor resulting from any default or other claim arising under this Agreement (whether in contract, tort or for breach of any covenant contained in this Agreement) shall be satisfied only out of the rents, issues, profits and other income actually received from the operation of the Center, and no other real, personal or mixed property of Licensor or any of its owners or affiliated entities, wherever situated, shall be subject to levy on any judgment obtained against Licensor and if such amounts are insufficient for the payment of such judgment, Licensee shall not institute any further action, suit, claim or demand, in law or in equity, against Licensor for or on account of such deficiency. Licensee hereby waives, to the fullest extent permitted by law, any right to satisfy a money judgment against Licensor except from the income received from the operation of the Center.

25. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Under this Agreement, if Licensor exercises any right given to it to approve or disapprove, or when any arrangement or term must be satisfactory to Licensor, the decision of Licensor to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Licensor. Time is of the essence of this Agreement and of every term, covenant and condition herein. The making, execution and delivery of this Agreement by Licensee has been induced by no representation other than as may be expressly set forth herein. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and there are no further or other agreements, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be construed either for or against Licensor or Licensee, but this Agreement shall be interpreted in accordance with the plain meaning of the language contained in this Agreement, This Agreement may be amended or modified only by a written agreement signed by the respective parties. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein. If two (2) or more persons or entities execute this Agreement as Licensee, then and in such event the word "Licensee" as used in this Agreement shall refer to all such persons or entities, and the liability of such persons or entities for compliance with the performance of all the terms, covenants and conditions of this Agreement shall be joint and several, and notice given to one of them shall be deemed notice to all. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable) LICENSOR AND LICENSEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LICENSOR OR LICENSEE AGAINST THE OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR OCCUPANCY OF THE LICENSE AREAS.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensors and Licensee have executed this Agreement on the day and year first above-written.

LICENSEE:

_____,
a _____

By: _____
Name:
Its:

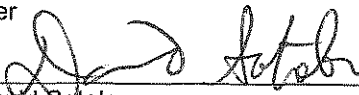
Address for notices:

Attention: _____

LICENSOR:

THE NEW WESTGATE LLC,
a Delaware limited liability company

By: SFI Westgate City Center - Glendale LLC
a Delaware limited liability company
Its Manager

By: 
Name: David Sotolov
Its: Senior Vice President

Address for notices:

The New Westgate LLC
c/o iStar Financial Inc.
1114 Avenue of the Americas
New York, NY 10036
Attn: Nina Matis

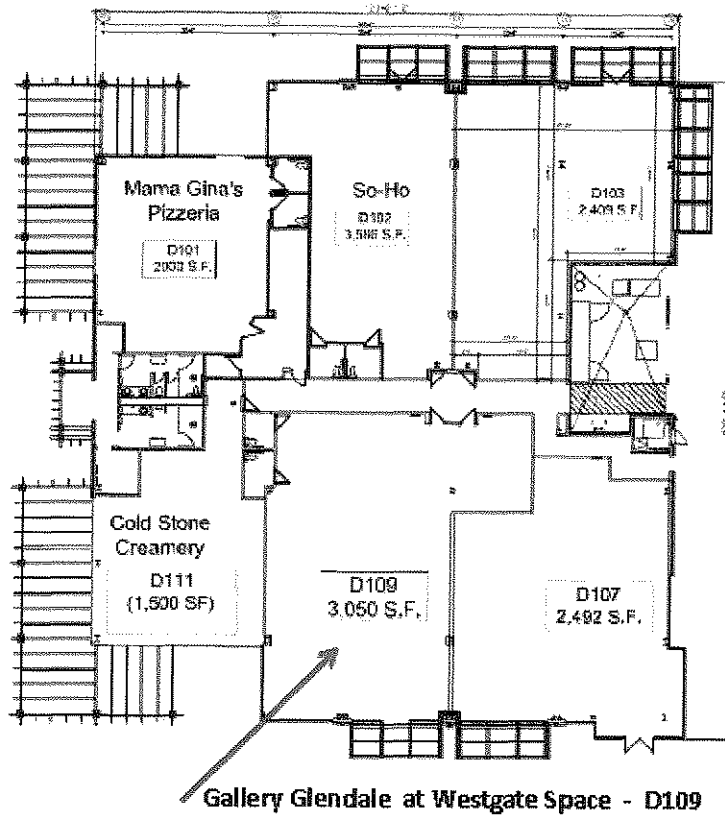
With a copy to:

The New Westgate LLC
c/o iStar Financial Inc.
10960 Wilshire Blvd., Ste. 1260
Los Angeles, CA 90024
Attn: David Sotolov

Teetsel Properties, LLC
2415 E. Camelback Rd., Ste. 700
Phoenix, AZ 85016
Attn: Jeff Teetsel

EXHIBIT A

Site Plan of Gallery License Area



BUILDING D

LEASE PLAN (10.26.11) SCALE: N.T.S.
PROJECTED DEVELOPMENT PLANS - SUBJECT TO CHANGE



EXHIBIT B

Site Plan of Activities License Area

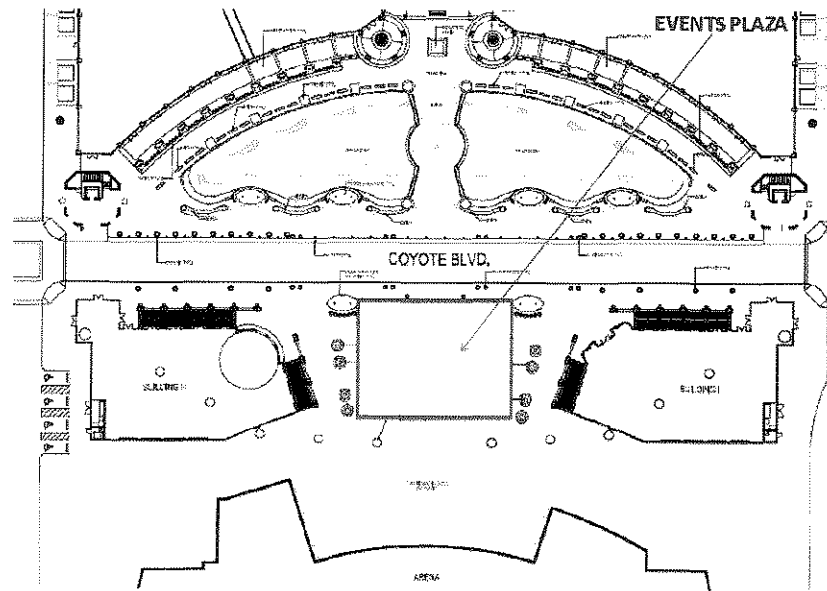
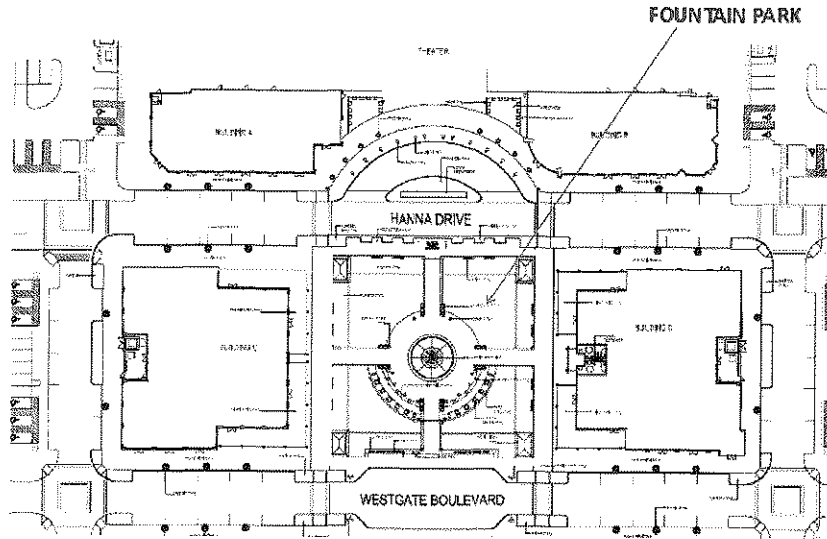


EXHIBIT C
Insurance Requirements

Licensee shall maintain, at its sole expense, the following types of insurance coverage.

1. Workers' Compensation Insurance as required by law.
2. Commercial General liability Insurance against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned in, on or about the License Area (with the Licensor's insurance to cover the Center) with at least a single combined liability and property damage limit of One Million and No/100 Dollars (\$1,000,000.00), which policy maintained by Licensee shall name Licensor as an additional insured.

Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to Licensor, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that Licensor may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary): "This insurance shall be primary and non-contributing with respect to any coverage that Licensor may carry for losses arising out of the Named Insured's operations.", (d) provide that it shall not be canceled or materially changed without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

Additional Insured Parties:

- 1) The New Westgate LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 2) iStar Financial Inc., and its subsidiaries, successors & assigns
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 3) Teetsel Properties, LLC
2415 East Camelback Road
Suite 700
Phoenix, Arizona
85016
- 4) Vestar Properties, Inc.
2425 East Camelback Road
Suite 750
Phoenix, Arizona
85016
- 5) SFI Westgate City Center – Glendale LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 6) CCD Equity Parnters, LLC
c/o Solus Alternative Asset Management LP (Attn: Francis Blair)
410 Park Avenue
New York, NY 10022



Legislation Description

File #: 15-326, Version: 1

INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a five-year intergovernmental agreement (IGA) with the Arizona Department of Economic Security (DES) for Community Action Program (CAP) funding and operations.

Background

The CAP has provided direct services to low and moderate income Glendale residents for 33 years. Services include energy assistance payments and crisis assistance for families, which includes homeless assistance, rent and mortgage subsidies.

Currently, CAP is being operated through an IGA with DES, which is providing funding in the amount of \$1,105,565 for the provision of CAP services in FY 2014-15. The IGA has been in effect since July 1, 2010, when the State of Arizona designated the City of Glendale, as an official Community Action Agency. In exchange, the City of Glendale provides General Fund monies (the FY 14-15 amount is \$5,954) to cover the remainder of the CAP operating budget. Additionally, the city provides in-kind contributions such as office space, utilities, custodial services and miscellaneous operating expenses for the CAP office. The current City of Glendale contract with the State of Arizona DES will end June 30, 2015, and it is necessary to renew the agreement for an additional five years.

If approved, the DES will provide for an annual allocation of funds to support Glendale's Community Action Program services for low to moderate-income residents from July 1, 2015 through June 30, 2020. Per terms of the contract, the FY 2015-16 allocation to the city for the provision of CAP services is \$1,061,579.

The Glendale CAP is also associated with the Arizona Community Action Association (ACAA), which is a non-profit, state-wide organization of community action programs that supports and promotes the well-being and self-sufficiency of all Arizonans. It works collaboratively with partners across the state to ensure fair and affordable energy costs; access to emergency utility assistance; financial assistance programs and food security programs. To accomplish this, the ACAA partners with utility companies, individual donors and foundation grants to provide CAP agencies with additional money to provide general utility assistance to qualified individuals. In addition, the CAP also receives a small portion of its assistance funds from Arizona Public Service, Southwest Gas, Salt River Project, the State of Arizona "Neighborhood Helping Neighbors Fund", and the Virginia C. Piper Fund.

Analysis

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the “low” to “extremely low” income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). Of those assisted, approximately 46 % are under 18 years of age, 33% are disabled or have a medical condition, and 13% are 65 years of age or older. If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

Over the past five years of the current agreement, the cumulative funds received from DES amounts to \$5,993,833. In total, 17,532 Glendale residents have been assisted by these funds. The proposed new five-year contract has no substantive changes when compared to the existing five-year contract with DES that will expire on June 30, 2015.

Previous Related Council Action

Over the past five years, the Council has publicly reviewed and approved Amendments 1 - 11 of the Agreement, in addition to approving the annual operating budgets of the CAP for the same time period. The most recent Amendment was approved by Council at the September 9, 2014, Council meeting, where it approved entering into Amendment No. 12 of the IGA between the city and DES for FY 2014-15 funding for CAP operations.

Community Benefit/Public Involvement

The CAP is designed to provide responsible and efficient support services that foster self-sufficiency and emotional stability when individuals or families are experiencing a financial hardship or major life crisis. These programs and services are reviewed on an ongoing basis by the 13-member Community Development Advisory Committee (CDAC), which is appointed by the City Council. The CAP Annual Plan was reviewed and recommended for approval by the CDAC at its May 21, 2015, regular meeting.

Budget and Financial Impacts

With the exception of the annual General Fund Match and minor in-kind services, the CAP program is entirely funded through an annual entitlement grant from DES.

Cost	Fund-Department-Account
\$1,061,579	Fund 1820 - Departments 32050, 32055, 32056, 32057, 32060

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4955 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE SUBMISSION OF AN APPLICATION AND ENTERING INTO A CONTRACT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PLAN SERVICES.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the submission of an application and entering into a contract with The Arizona Department of Economic Security for Community Action Plan services be entered into, which application is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver any and all documents necessary for the application and entering into said contract 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



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the City of Glendale ("Contractor").

WHEREAS the ADES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under _____ and,

WHEREAS the ADES and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CITY OF GLENDALE:

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
ADES15-089114 ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____

Scope of Work
Community Action Program Services

1.0 ADES Mission and Vision Statement

- 1.1 **ADES Mission** – The Arizona Department of Economic Security (ADES) promotes the safety, well-being, and self-sufficiency of children, adults, and families.
- 1.2 **ADES Vision** – Every child, adult, and family in the state of Arizona will be safe and economically secure.

2.0 Purpose

2.1 **Purpose Statement** – This Contract provides broad-ranging programs and services in rural and urban areas that are intended to pursue the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families and individuals to become fully self-sufficient.

2.2 **Legal Authority** – Pursuant to Arizona Revised Statutes (A.R.S.) Section §41-1954 (A)(6) provides the Department the authority to Contract and incur obligations within the general scope of its activities and operations subject to the availability of funds, and A.R.S. Section §41-1954 (A) (8), to make funding available to provide an array of services for the reduction of poverty, the revitalization of low-income communities and the empowerment of low-income families to become fully self-sufficient.

2.3 **Funding** – Fund sources that support the services include the Community Services Block Grant (CSBG), Temporary Assistance to Needy Families (TANF), Social Services Block Grant (SSBG), Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN). The use of the funding may be directed by statute or prescribed by federal requirements. Funding information is summarized below.

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Community Services Block Grant (CSBG) – Federal	Activities that are designed to assist low-income families and individuals to remove obstacles and solve problems that block the achievement of self-sufficiency, to secure and retain meaningful employment, attain adequate education, make better use of available income, obtain and maintain adequate housing, obtain emergency assistance, achieve greater participation from low-income communities, establish partnerships and strengthen relationships with community organizations, establish youth development programs, create linkages to fill gaps in services, and support innovative community and neighborhood based initiatives.	<p>Various objectives may include providing case management services to individuals and families in securing services from other agencies, or moving a family from crisis situations onto various stages of self-sufficiency.</p> <p>Funds are distributed to designated Community Action Agencies (CAAs) according to a funding formula that consists of the following elements:</p> <ol style="list-style-type: none"> (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds are distributed only to rural counties. (4) Funds are adjusted for tribes receiving CSBG dollars. <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available CSBG funds.</p>
Temporary Assistance to Needy Families (TANF) – Federal	Case management services, emergency shelter, move-in assistance, eviction prevention, and utility assistance	<p>Funds are distributed to designated CAAs according to a funding formula that consists of the following elements:</p> <ol style="list-style-type: none"> (1) Number of persons in poverty in the geographic area served. (2) Five percent of the overall funds is distributed only to rural counties. <p>Any Contractor whose allocation does not reach a minimum of \$150,000 will receive an allocation of at least \$150,000. The Limited Purpose Contractor serving Migrant or Seasonal Farm Workers will receive two percent of the overall available TANF funds.</p>

FUND SOURCE	ALLOWABLE ACTIVITIES	ADDITIONAL INFORMATION
Social Services Block Grant – Locally Planned (SSBG-LP) Federal	Contractor operations, case management, general transportation, and supportive services, for individuals and families.	Funding amounts are determined through the local planning process. Funding for General Transportation in Coconino, Yavapai, and Navajo Counties.
Low Income Home Energy Assistance Program (LIHEAP) Federal	Utility Assistance	Funds are distributed to designated CAAs and designated LIHEAP Contractors according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds are distributed only to rural counties.
Neighbors Helping Neighbors (NHN) Local	Utility Assistance	Funds are distributed to designated CAAs and designated NHN according to a funding formula that consists of the following elements: (1) Number of persons in poverty in the geographic area served. (2) Number of persons unemployed in the geographic area served. (3) Five percent of the overall funds is distributed only to rural counties.

2.4 **Definitions** – See Exhibit A, as may be amended.

3.0 **Program Description**

3.1 **Community Services** (provided in every county in Arizona) – The primary objectives of this service are to strengthen community capabilities for planning and coordinating the use of a broad range of resources related to the elimination of poverty; the organization of a range of services so that these services may have a measurable and potentially major impact on the causes of poverty and help families and individuals become self-sufficient; the greater use of innovative and effective community based approaches to attacking the causes of poverty and of community breakdown; the maximum participation of the poor to empower them to respond to the unique problems and needs within their communities; and the broadening of the resource base of programs directed to the elimination of poverty.

3.2 **Case Management** (provided in every county in Arizona) – This service provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

3.3 **General Transportation** (provided in Coconino, Navajo and Yavapai Counties only) – This service provides or assists in obtaining various types of transportation for specific needs. This service may include various types of transportation for employment, medical, training, or other supportive services with the exception of ambulance services. It may be provided by Contractor-operated vehicles or through vouchers for public transit.

4.0 **Notices**

4.1 The Contractor shall email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
DAAS Contracts Unit
P. O. Box 6123-Site Code 950A
Phoenix, AZ 85005-6123

- 4.2 The Department will address all correspondence regarding this Contract to the individual(s) identified in the letter of assurances (Attachment 9).

5.0 Reserve

6.0 Administrative Requirements – The Contractor shall:

- 6.1 Provide services that are culturally relevant and linguistically appropriate to the population served.
- 6.2 Comply with ADES Policy and Procedure Manuals as may be amended, and all applicable federal, state, and local laws, rules, and regulations as may be amended, including but not limited to the following:
 - 6.2.1 COATES Human Services Reauthorization Act of 1998
 - 6.2.2 Personal Responsibility and Work Opportunity Reconciliation Act of 1996
 - 6.2.3 Stewart B. McKinney Homeless Assistance Act
 - 6.2.4 ARS §46-241 - Short Term Crisis Services
 - 6.2.5 ARS §46-701 - Utility Assistance
 - 6.2.6 ARS §46-741 - Neighbors Helping Neighbors
 - 6.2.7 ARS §46-140.01 - Verification of identity and citizenship and/or immigration status; and ARS §§1-501-1-502, regarding eligibility for federal and state or local public benefits.
- 6.3 **Staffing and Security**
 - 6.3.1 Verify and assure that staff members and volunteers do not have conflicts of interest in the provision of services and management of the programs.
 - 6.3.2 Provide to all staff and volunteers timely and accurate information and appropriate training for the services they provide.
 - 6.3.3 Maintain client/recipient confidential information in a secure location.
- 6.4 **Equipment**
 - 6.4.1 Communicate with ADES electronically through email to convey Microsoft-based text and spreadsheet documentation, and access/utilize up-to-date information from ADES, U.S. Department of Health and Human Services (DHHS) Office of Community Services (OCS), and other web sites.
 - 6.4.2 Utilize computer backup/recovery systems and procedures to ensure no loss of data required for ADES reports, and to ensure that there is no disruption or degradation of services provided.
 - 6.4.3 Utilize a computer-based tracking system from which monthly, quarterly, and other reports may be generated.
- 6.5 **Service Provision**
 - 6.5.1 Provide services directly, as allowed, or through subcontractors.
 - 6.5.2 Collect and report required client data.
 - 6.5.3 Maintain documentation that key staff has received appropriate training or hold appropriate certification/licensure in accordance with their job descriptions.
 - 6.5.4 Maintain documentation that appropriate case management staff has received training on the requirements of ARS §46-140.01 and ARS §1-501 and 1-502 regarding eligibility for State and local benefits (this does not apply to tribal entities).
 - 6.5.5 Maintain and utilize a policy and procedure manual that includes, at a minimum, detailed intake procedures, program description and eligibility requirements, client grievance procedures, non-discrimination policy, and confidentiality requirements.
 - 6.5.6 Maintain client-focused facility locations which offer sufficient client waiting space or waiting rooms, adequate seating, and restrooms for program applicants at all permanent facility locations indicated on the Facility Location Chart (Attachment 1).
- 6.6 **Networking**
 - 6.6.1 Develop partnerships and network with related programs to provide more immediate resolution to issues and expand resources.
 - 6.6.2 Form local partnerships with community agencies to address the needs of low-income families and individuals.
 - 6.6.3 Network with social service professionals within the community to expand their means to receive and disseminate information for each service.
 - 6.6.4 Facilitate and participate in education, training, and information seminars, workshops, and conferences.
 - 6.6.5 Participate in conference calls and attend meetings initiated by ADES to receive training or obtain information.

- 6.7 **Subcontract Related Service Provisions**
- 6.7.1 Document all costs associated with provision of Contract services.
- 6.7.2 Provide administrative assistance, training and technical assistance to subcontractors in support of administrative functions as needed or requested by subcontractors.
- 6.7.3 Require that subcontractors are in compliance with applicable administrative directives and forms.
- 6.7.4 Provide technical assistance to subcontractors through procedural interpretation or by additional research upon request.
- 6.7.5 Develop and present initial and refresher training to subcontractor staff as deemed necessary by the Contractor, subcontractor or ADES.
- 6.7.6 Implement a coordinated service delivery system that establishes standards for service delivery and operations.
- 6.7.7 Hold periodic meetings with subcontractors to communicate new developments, discuss problems, share ideas for improvements and address other identified topic areas.
- 6.7.8 Utilize client grievance procedures, which respond timely and effectively to customer complaints.
- 6.7.9 Develop linkages between the coordinated service delivery system and other community resources.
- 6.7.10 Identify service gaps among client populations and develop and implement services or resources to meet identified needs.
- 6.7.11 Address client barriers to service.
- 6.7.12 Train appropriate personnel in the use and completion of the ADES EN-005 Application for Services form(s) or other ADES approved written or electronic form(s) as may be amended (Exhibit B).

6.8 **Monitoring and Evaluation**

- 6.8.1 Utilize instruments for monitoring/evaluating subcontractors' performance and compliance with Administrative Requirements stated in Section 6.0, as well as other requirements specified in service scopes of work.
- 6.8.2 Conduct at a minimum, on-site Contract compliance monitoring of subcontractors at least every two years, to include, but not limited to, facilities, administrative and financial operations, and programmatic service delivery.
- 6.8.3 Establish and implement a process for service/performance improvement.
- 6.8.4 Participate in ADES evaluation studies, when required.

6.9 **CSBG Organizational Standards**

- 6.9.1 Participate in the implementation of the CSBG Organizational Standards and any training made available to assist with the implementation and compliance with the Standards as recommended by OCS and agreed to by CAAs and ADES, as may be amended (CAAs only).

7.0 **General Reporting Requirements – The Contractor shall:**

- 7.1 Email all correspondence regarding this Contract to the assigned DAAS Contract Specialist or address to:

Arizona Department of Economic Security
 DAAS Contracts Unit
 P. O. Box 6123-Site Code 950A
 Phoenix, AZ 85005-6123

- 7.1.1 A complete and accurate monthly Contractor's Invoice and Statement of Expenditures. Note: Mileage will be reimbursed at no greater than the current federal mileage reimbursement rate. Exceptions may be requested in writing to, and considered for approval by, the Community Services Program Administrator.
- 7.1.2 Updated Cost Allocation Plan by October 1, 2015, if not provided prior to Contract start date.
- 7.1.3 A correctly completed "Contractor's Equipment List" (Form FES-1000A), as may be amended, for all proposed equipment purchases costing \$5,000 or more to be purchased in whole or in part with ADES funds (Exhibit C).
- 7.1.4 Contractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.5 Subcontractor's insurance certifications identified in the Terms and Conditions, Insurance Requirements section.
- 7.1.6 By June 30 annually, a twelve month monitoring plan that includes at a minimum: which direct service subcontractors are to be monitored during the twelve month period beginning July 1 (of the same year),

and for each: administrative, fiscal, and/or programmatic the specific service(s) to be monitored, and the target monitoring start and completion dates.

- 7.1.7 Programmatic reports as specified under each service (i.e., Community Services, Case Management, and General Transportation).

8.0 Items Provided by the Department – The Department shall provide, at a minimum:

- 8.1 Funding allocation information, as needed.
8.2 A Contractor's Invoice and Statement of Expenditures form.

9.0 Community Services

9.1 Service Description

- 9.1.1 Services that provide a range of activities that have a measurable and major impact on the causes of poverty.

9.2 Service Information

- 9.2.1 The purposes of the CSBG are to provide assistance to local communities through a network of CAAs that pursue six national goals outlined in federal law:

1. Low-income people become more self-sufficient
2. The conditions in which low-income people live are improved
3. Low-income people own a stake in their community
4. Partnerships among supporters and providers of services to low-income people are achieved
5. Agencies increase their capacity to achieve results
6. Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments

- 9.2.2 These goals will be accomplished through:

1. The strengthening of community capabilities for planning and coordinating the use of a broad range of federal, state, local and other assistance "including private resources" related to the elimination of poverty, so that this assistance can be used in a manner responsive to local needs and conditions;
2. The organization of a range of services related to the needs of low-income families and individuals, so that these services may have a measurable and potentially major impact on the causes of poverty in the community and may help families and individuals to achieve self-sufficient;
3. The greater use of innovative and effective community-based approaches to attacking the causes and effects of poverty and of community breakdown;
4. The maximum participation of residence of the low-income communities and members of the groups served by programs assisted through the block grants to empower such residence and members to respond to the unique problems and needs within their communities; and
5. The broadening of the resource base of programs directed to the elimination of poverty so as to secure a more active role in the provision of services for (a) private, religious, charitable and neighborhood-based organizations; and (b) individual citizens, and business, labor, and professional groups, who are able to influence the quantity and quality of opportunities for the poor.

9.3 Board Requirements – The Contractor shall:

9.3.1 Private, non-profit CAAs:

1. Select a Tripartite Governing Board that administers the services.
2. Seat a Tripartite Governing Board that is comprised as follows:
 - (i) One-third are elected public officials, holding public office on the date of selection.
 - (ii) Not fewer than one-third of members are persons chosen in accordance with democratic selection procedures adequate to ensure that these members are representative of low-income individuals and families in the neighborhood served and each representative of low-income individuals and families selected to represent a specific neighborhood within a community, resides in the neighborhood represented by the member.
 - (iii) The remaining members are officials or members of business, industry, labor, religious, law enforcement, education, or other major groups and interests in the community served.
3. Establish and follow written procedures identified in CSBG legislation to ensure the Tripartite Governing Board membership that conforms to the Tripartite Board requirements, including a description of the democratic selection process used in the appointment of members.
4. Establish and follow written procedures including board by-laws, to ensure the Tripartite Governing Board fully participates in the development, planning, implementation, and evaluation of the program and services to serve low-income communities, including but not limited to:

- (i) active participation in the development and on-going implementation and evaluation of the Contractor Community Action Plan;
 - (ii) active participation in ensuring the completion of a Community Needs Assessment for the area served, and in reviewing the results of the Assessment to ensure responsiveness to any identified gaps in services; and
 - (iii) active participation in the identification and evaluation of Result Oriented Management and Accountability (ROMA) Performance Outcomes used in measuring the Contractor's effectiveness in achieving the six national goals.
5. Establish and follow written procedures that describe how a low-income individual, community organization, religious organization, a representative of low-income individuals that considers its organization and low-income individuals to be inadequately represented on the board, petition for adequate representation on the Board.
 6. Conduct a minimum of four quarterly Tripartite Governing Board meetings per state fiscal year.
 - a. For public and quasi-governmental entities, meetings must conform to Arizona open meeting laws.
 7. Maintain records of Tripartite Governing Board membership, election and selection process, and detailed meeting minutes.
 8. Provide upon request and maintain documentation demonstrating Tripartite Governing Board members' training, including, but not limited to board member governance and advisory responsibilities, the purposes of the CSBG and other programs administered by the Contractor, and the requirement of the Board to participate in the ROMA System.
 9. Maintain and provide, upon request, documentation of the democratic selection process utilized for low-income representatives.
 10. Document and communicate to ADES efforts to fill any vacancies.
 11. Address any vacancies within 90 days of each occurrence; provide upon request and maintain documentation of efforts to fill within 120 days of occurrence.

9.3.2 **Public CAAs Advisory Board:**

1. Select members to serve on a Board in which one-third of the board members are persons chosen in accordance with democratic selection procedures adequate to assure that these members are representative of low-income individuals and families. Select representatives to fill balance of seats as set forth in governing documents.
2. Maintain and provide, upon request, documentation of democratic selection process for low-income representatives.
3. Document and communicate to ADES efforts to fill any vacancies.
4. Address any vacancies within 90 days of each occurrence and provide and maintain documentation of efforts to fill within 120 days.

9.4 **Community Action Plan Requirements – The Contractor shall:**

9.4.1 Develop, and implement when approved by ADES, a Community Action Plan that includes:

1. a description of a needs assessment for the community served, that may be coordinated with community-needs assessments conducted for other programs;
2. Contractors' objectives that are aligned with the six (6) national goals;
3. a description of the Contractor that includes its primary functions, responsibilities, organizational structure, and its association as part of a larger entity if appropriate;
4. a description of the service delivery system for services provided or coordinated with CSBG funds.
5. a narrative that demonstrates how the results of the Community Needs Assessment were used and incorporated into the Community Action Plan;
6. a description of how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow-up consultations;
7. a description of how CSBG funds will be coordinated with other public or private resources;
8. a description of how the Contractor will use CSBG funds to support innovative community and neighborhood based initiatives;
9. a description of how the Contractor will provide, on an emergency basis, for the provisions of such supplies and services, nutritious foods, and related services, as may be necessary to counteract conditions of starvation and malnutrition among low-income individuals;
10. a description of how the Contractor will, to the maximum extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community-based organizations; and

11. a description of the ROMA performance outcomes and any related indicators that will be used to measure the Contractor's performance in achieving the six (6) CSBG national goals.

9.5 **Results Oriented Management & Accountability (ROMA) Requirements – The Contractor shall:**

- 9.5.1 Participate in the ROMA System as may be amended, for measuring performance and results of programs and services.

9.6 **Program Reporting Requirements – The Contractor shall:**

- 9.6.1 Submit the following items as may be amended, by the dates indicated, as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:
 1. Annual Community Action Plan with a description of the Needs Assessment conducted for the community served, by June 30th of each calendar year. Contractor must utilize format specified by ADES (Exhibit D).
 2. Quarterly ROMA Outcomes Report (Exhibit E) by October 25, January 25, April 25 of each calendar year. The Contractor shall not submit a Fourth Quarter Report, but shall include fourth quarter data with the Annual CSBG IS Report. Contractor must utilize format specified by ADES (Exhibit F).
 3. CSBG Information System (IS) Report by October 1st of each calendar year (Exhibit F).
 4. Schedule of planned Board meetings for the next twelve months, by June 30 of each calendar year.
 5. Monthly Community Services Block Grant (CSBG) Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
 6. Copy of complete and detailed minutes from Tripartite/Advisory Board meetings within 30 days of Board approval of minutes.
 7. Current Organizational Chart by June 30 of each year.
 8. Current Agency Operations Spreadsheet by June 30 of each year.

9.7 **Items Provided by the Department – The Department shall provide:**

- 9.7.1 Formats for Annual Community Action Plan, Quarterly ROMA Outcomes Reports, and CSBG Final Reports.
- 9.7.2 Training on Community Action Plan preparation, Quarterly ROMA Outcomes Report preparation, and CSBG Final Reports.

10.0 **Case Management**

10.1 **Service Description**

- 10.1.1 A service or process that establishes a relationship with an individual or family in order to enhance their functioning and/or integration into the community. Appropriate services and/or benefits are identified, planned, obtained, provided, recorded, monitored, modified when necessary and/or terminated. This may include: assessment to determine their needs and eligibility when applying for/receiving services, assistance in finding necessary resources in addition to covered services to meet basic needs, assistance in obtaining entitlements, communication and coordination of care as well as follow-up of crisis contact or missed appointments.
- 10.1.2 This service specifically provides assistance to low-income families and individuals by providing case management services that are intended to assist the household in resolving crisis situations and move closer to self-sufficiency. Components of this service include Short Term Crisis Services, Utility Assistance Services, and any other program or service the Contractor deems necessary and appropriate, according to local community needs and priorities.

10.2 **Service Information**

- 10.2.1 The primary goal of this service is to assist low-income individuals and families in resolving crisis situations, and moving households closer to self-sufficiency.
- 10.2.2 **All CAAs shall provide the following:**
 1. Case Management.
 2. Short Term Crisis Services (STCS) that provide temporary assistance to persons at or below 125 percent of poverty, or 150 percent if elderly or disabled, who have an emergent need that cannot be met immediately with their own income or other resources.The STCS program is funded with TANF and is available to low-income families with children. Benefits available through the STCS program include the following:
 1. temporary shelter at hotels/motels for homeless persons;
 2. housing assistance for rent or mortgage assistance, move-in, and eviction prevention;

3. utility assistance for families with a current or anticipated interruption of heating and/or cooling services; and
 4. special needs to secure or maintain employment.
- 10.2.3 **All CAAs and designated LIHEAP agencies shall provide the following:**
1. Utility Assistance Services that assist low-income households lower basic home energy bills with specific emphasis on those households with the lowest income and highest energy burden and that respond to problems related to the termination of heating and/or cooling. Utility Assistance is funded with Low Income Home Energy Assistance Program (LIHEAP), and Neighbors Helping Neighbors (NHN) funds. For LIHEAP eligibility, the household income limit is sixty (60) percent of the State Median Income (SMI) or 150 percent of the Federal Poverty Guideline (FPG), whichever is greater, as may be amended. For NHN eligibility, the household income limit is 125 percent of the FPG except for individuals sixty years of age or older or disabled, where the household income limit is 150 percent of the FPG, as may be amended. The Contractor shall offer Utility Assistance Services as a component program under the overall Case Management Service structure. Benefits include:
 - (i) Utility payments or deposits for heating and cooling
 - (ii) Temporary emergency shelter (if needed due to energy related crisis)
 - (iii) Payment of water bills related to cooling (May 1 through October 1)
 - (iv) Rental assistance where utility payment is included in the rent
- 10.2.4 Tribal entities shall provide utility assistance funded with LIHEAP. Benefits include the following:
1. Utility payments or deposits for heating and cooling
 2. Payment of water bills related to cooling (May 1 through October 1)
 3. Rental assistance where utility payment is included in the rent
- 10.3 **Case Management Requirements (CAAs and designated LIHEAP agencies) – The Contractor shall:**
- 10.3.1 Develop and implement client oriented intake procedures which are responsive to households in crisis situations.
 - 10.3.2 Develop and implement intake procedures responsive to applicants who are physically infirm and must apply for benefits without leaving their homes.
 - 10.3.3 Develop in collaboration with the client, a case management plan that includes the following:
 1. An assessment of the client's resources and needs
 2. Specific objectives that relate to the goal of alleviating any immediate crisis situation
 3. Eligibility for supportive services including but not limited to STCS and Utility Assistance, through direct provision or referral
 - 10.3.4 Provide assessment of the household's needs in order to establish a case plan if necessary, and arrange for the provision of services designed to:
 1. resolve any immediate crisis in a timely manner;
 2. assist the household in obtaining other benefits to which they may be eligible including but not limited to Home Weatherization, Appliance Repair or Replacement, Child Care, Earned Income Tax Credit, Supplemental Nutrition Assistance Program (SNAP), Social Security Benefits, and Utility Discount Programs; and
 3. arrange for training or counseling intended to remove obstacles and solve problems that block the achievement of self-sufficiency, including but not limited to financial literacy classes, budget counseling, energy conservation education, efforts intended to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and to obtain emergency assistance to meet the immediate and urgent needs of the family or individual.
 - 10.3.5 Complete a closing summary that includes, at a minimum, the services provided, the number and type of referrals made to alleviate the crisis situation.
 - 10.3.6 Completion of the Self-Sufficiency Matrix, as may be amended located at: https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/SSM_English-Spanish.pdf, for all case managed households in which a member of the household is eighteen (18) to fifty-nine (59) years of age, not disabled and not a full-time student, and is:
 - a. unemployed and seeking earned income; or
 - b. employed and seeking to reduce barriers to maintain earned income; or
 - c. employed and seeking increased earned income and/or employment benefits; as may be amended.
 - 10.3.7 Utilize report formats specified by ADES. Contract Payment Verification Reports shall be submitted on a monthly basis with the Contractor's monthly invoice. As appropriate, revisions to Case Management and

Contract Payment Verification Reports shall be submitted with Supplemental Invoices. A summary of the revisions may be submitted with the Supplemental Invoices.

- 10.4 **Short Term Crisis Services Requirements (CAAs only) – The Contractor shall:**
- 10.4.1 Follow all eligibility and procedural policies set forth in the ADES/DAAS Short Term Crisis Services Policy Manual and related Policy Clarifications or Revisions and as amended.
 - 10.4.2 Use the ADES EN-005 Application or other ADES approved electronic or written Application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
- 10.5 **Utility Assistance Service Requirements (CAAs and designated LIHEAP agencies only) – The Contractor shall:**
- 10.5.1 Follow all eligibility and procedural policies set forth in the most current ADES LIHEAP Policy and Procedure Manual as may be amended. Keep and maintain the Manual with all related policy clarifications, additions or amendments. Contractor shall keep the most current version available to staff at all times.
 - 10.5.2 Use the ADES EN-005 Application or other ADES approved electronic or written application for Services form(s) as may be amended, in determining program eligibility (Exhibit B). Application forms shall be uniform at all service locations within a designated service area.
 - 10.5.3 The Contractor must demonstrate and exercise the ability to pay all vendors on behalf of an eligible client.
 - 10.5.4 Utilize an in-house system to make payments to utility companies.
- 10.6 **Results Oriented Management & Accountability (ROMA) Requirements (CAAs only) – The Contractor shall:**
- 10.6.1 Participate in the Results Oriented Management and Accountability system for measuring performance and results of programs and services.
 - 10.6.2 Participate in a statewide "ROMA Advisory Committee" to identify standardized performance indicators for the statewide Community Action Network.
- 10.7 **Program Reporting Requirements – The Contractor shall:**
- 10.7.1 Utilize and maintain a functional electronic system in which programmatic data shall be stored and reports submitted to ADES. An agreed upon data bridge from an existing data system may be utilized if a collective database system is used by Community Action Program Services Contractors. All other reports such as, payment verification forms and narratives information shall be provided on the forms required by this Contract, or as directed by ADES.
 - 10.7.2 Submit the following reports as may be amended, for the timeframes indicated, as may be amended by the ADES Community Services Program Administrator through written notification to the Contractor:
 1. Monthly Case Management Report by the 25th of each month (All CAAs and designated LIHEAP agencies) (Exhibit H1, H2).
 2. Tribal LIHEAP Monthly Report (Tribal entity only) (Exhibit I).
 3. Social Services Block Grant Annual Report (All CAAs and designated LIHEAP agencies) (Exhibit K) by August 31st of each calendar year.
 4. Quarterly ROMA Outcomes Report (All CAAs) (Exhibit E).
 5. Monthly Short Term Crisis Services (STCS) Contract Payment Verification Form (All CAAs) (Exhibit L).
 6. Monthly Low Income Home Energy Assistance program Contract Payment Verification Form (All CAAs and designated LIHEAP Contractors) (Exhibit M).
 7. Monthly Community Services Block Grant Contract Payment Verification Form (All CAAs), as appropriate (Exhibit G).
 8. Monthly Neighbors Helping Neighbors Contract Payment Verification Form (All CAAs), as appropriate (Exhibit N).
 9. LIHEAP Leveraging Report (Exhibit Q), annually by October 15.
 10. LIHEAP Annual Household Report (Exhibit J), Estimated Report by August 15 and Final Report by October 15, for services provides within this Contract as applicable.
- 10.8 **Items Provided by the Department – The Department shall provide:**
- 10.8.1 The following report formats as may be amended by the ADES Community Action Program Administrator through written notification to the Contractor: Case Management Monthly Report, Annual SSBG Report, and Quarterly ROMA Performance Outcomes Reports.

- 10.8.2 Training on completing the Case Management Monthly Report, Quarterly ROMA Outcomes Report preparation, Short Term Crisis Services Program, and Low Income Home Energy Assistance Program.
- 10.8.3 Short Term Crisis Services Policy Manual, as may be amended.
- 10.8.4 Low Income Home Energy Assistance Program Policy and Procedure Manual. (https://www.azdes.gov/uploadedFiles/Aging_and_Adult_Services/Community_Services_Unit/LIHEAP_Policy_Manual_SF14.pdf).

11.0 General Transportation (Coconino, Yavapai and Navajo Counties only)

11.1 Service Description

- 11.1.1 This service provides or assists in obtaining various types of transportation for specific needs.
- 11.1.2 This service may include various types of transportation for employment, medical, training, or other supportive services, with the exception of ambulance services. Service to assist eligible individuals and households with mobility needs for various purposes such as employment, medical and/or training reasons when they do not have any other means of transportation is also included. Services may be provided using Contractor-operated vehicles and/or through vouchers for public transit.

11.2 Service Information

- 11.2.1 The goal of this service is to provide or arrange for transportation for eligible individuals of all ages and abilities in order to access services or obtain medical care or employment, (e.g., medical appointments or employment-related training interviews). Case managers typically assist clients to access transportation to help increase or maintain client self-sufficiency.
- 11.2.2 Services in Coconino County are to assist elderly and/or persons with physical disabilities to remain as independent as possible.
- 11.2.3 Services in Yavapai County are to assist persons in accessing, employment, social services, medical and basic needs.
- 11.2.4 Services in Navajo County are to assist persons in accessing, employment, social services, medical and basic needs.

11.3 Service Requirements – The Contractor shall:

- 11.3.1 Contractors that transport clients:
 1. Maintain valid license plates on vehicles used to transport clients.
 2. Utilize vehicles that meet current federal, state and local safety and maintenance, standards, including vehicles for individuals with special needs, where applicable.
 3. Maintain logs on all vehicles used for the transportation of clients.
 4. Utilize paid and/or volunteer drivers that:
 - (i) have no history of felony convictions;
 - (ii) possess a valid State of Arizona Class D Operators Driver's License for vehicles up to fifteen (15) passengers;
 - (iii) possess a valid State of Arizona Class B Commercial Driver's License with a passenger endorsement for vehicles over fifteen passengers, such as a bus;
 - (iv) have a clean driving record with no suspensions within the past year;
 - (v) are at least eighteen years of age; and
 - (vi) pass a physical prior to providing transportation service to clients and pass a physical at least every two years.
 5. Require volunteers who provide transportation to carry a Contractor/Company Identification Card.
 6. Assist clients in entering and exiting the vehicle as needed.
 7. Transport clients to scheduled appointments on time and safely.
 8. Utilize vehicles that have seat belts for every occupant.
 9. Require drivers to verify all occupants utilize seatbelts during transport.
 10. Track the beginning and ending odometer readings of Contractors' vehicles on days when used to transport clients, and identify the clients/households served on each date.
- 11.3.2 Contractors that arrange transportation for clients shall:
 1. Make arrangements for client transportation through public or private providers.
 2. Make transportation arrangements for clients to arrive at scheduled appointments on time and safely.

11.4 Program Reporting Requirements – The Contractor shall:

- 11.4.1 Submit the following report as may be amended, for the timeframes indicated as may be amended, by the ADES Community Services Program Administrator through written notification to the Contractor:

1. Monthly Transportation Report to include at a minimum: the number of clients served, the number of one-way trips (e.g., from client's home to client's work), total number of miles driven to transport clients, and results of any client satisfaction research.

TERMS AND CONDITIONS

1.0 Contract Term and Option to Extend

- 1.1 The term of the resultant Contract shall be effective the date specified on the Contract Signature page and shall remain in effect for five (5) years or otherwise specified date, unless terminated, cancelled, or extended as otherwise provided herein.
- 1.2 The State has no obligation to extend or renew this Contract. However, this Contract may be extended or renewed for multiple periods, or may be established as a multi-year Contract in its entirety or in part at the sole option of the State.
- 1.3 The Contractor shall not provide services prior to Contract term commencing or after the end date of the Contract. (No billable activity outside of the effective dates).

2.0 Definitions

- 2.1 "*Attachment*" means any item the Solicitation requires the Offeror to submit as part of the Offer.
- 2.2 "*Award Date*" means the date the Contract is executed by the Department. This may or may not be the same date as the "*Effective Date*" which is the date specified on the Offer and Award or Signature page.
- 2.3 "*Contract*" means the combination of the Request for Applications, Instructions to Applicants, Terms and Conditions, Scope of Work, Attachments, and Contract Amendments.
- 2.4 "*Contract Amendment*" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.
- 2.5 "*Contractor*" means any person who has a Contract with the State.
- 2.6 "*Days*" means calendar days unless otherwise specified.
- 2.7 "*Department*" means the Arizona Department of Economic Security or ADES, unless otherwise indicated.
- 2.8 "*Effective Date*" means the date the Contractor is to start delivering services. The Effective Date is specified on the Offer and Award or Signature page.
- 2.9 "*Equipment*" means all vehicles, furniture, machinery, electronic data processing (EDP) equipment, software and all other equipment costing \$5,000.00 or more, including all normal and necessary expenses incurred to make the equipment ready for its intended use (e.g., axes, freight, installation, assembly and testing charges, etc.), and with a useful life of greater than one year. Equipment as used herein does not include real property (e.g., land, building, structures, or facilities' improvements).
- 2.10 "*Exhibit*" means any item labeled as an Exhibit.
- 2.11 "*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.
- 2.12 "*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.
- 2.13 "*May*" indicates something that is not mandatory but permissible.
- 2.14 "*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.
- 2.15 "*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.
- 2.16 "*Shall, Must*" indicates a mandatory requirement.
- 2.17 "*Should*" indicates something that is recommended but not mandatory. If the Contractor fails to provide recommended information, the State may, at its sole option, ask the Contractor to provide the information.
- 2.18 "*Subcontract*" means any Contract, expressed 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.
- 2.19 "*State*" means the State of Arizona and Department or Agency of the State that executes the Contract.
- 2.20 "*State Fiscal Year*" means the period beginning with July 1 and ending June 30.
- 2.21 "*Vulnerable adult*" means an individual who is eighteen years of age or older who is unable to protect himself from abuse, neglect or exploitation by others because of a physical or mental impairment.

3.0 Advertising, Publishing and Promotion of Contract

- 3.1 The Contractor shall provide to the Department for review and approval all reports or publications (written, visual or sound) that are funded or partially funded under this Contract, a minimum of fifteen (15) calendar days prior to public release. All reports and publications whether written, visual or verbal shall contain the following statement: "This program was funded through a Contract with the Arizona Department of

Economic Security. Points of view are those of the author and do not necessarily represent the official position or policies of the Department."

- 3.2 The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.

4.0 Amendments or Modifications

4.1 This Contract may be amended or modified at any time by mutual agreement. No agent, employee or other representative of either party is empowered to alter any of the terms of the Contract, unless done in writing and signed by the authorized representative of the respective parties.

4.2 Either party shall give written notice to the other party of any non-material alteration that affects the provisions of this Contract. Non-material alterations that do not require a written amendment are as follows:

4.2.1 Change of telephone number;

4.2.2 Change in authorized signatory; and/or

4.2.3 Change in the name and/or address of the person to whom notices are to be sent.

4.3 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.

5.0 Applicable Law

5.1 This Contract shall be governed and interpreted by the laws of the State of Arizona.

5.2 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 license and permit requirements.

5.3 Nothing in this Contract shall be construed as a waiver of an Indian tribe's sovereign immunity; nothing shall be construed as an Indian tribe's consent to be sued or as consent by an Indian tribe to the jurisdiction of any State Court.

5.4 The Contractor shall comply with the requirements related to reporting to a peace officer or child protective services incidents of crimes against children as specified in A.R.S. §13-3620 as may be amended .

5.5 The Contractor shall comply with P.L. 101-121, Section 319 (31 U.S.C. section 1352) as may be amended and 29 C.F.R. Part 93 as may be amended which prohibit the use of federal funds for lobbying and which state, in part: Except with the express authorization of Congress, the Contractor, its employees or agents, shall not utilize any federal funds under the terms of this Contract to solicit or influence, or to attempt to solicit or influence, directly or indirectly, any member of Congress regarding pending or prospective legislation. Indian tribes, tribal organizations and any other Indian organizations are exempt from these lobbying restrictions with respect to expenditures that are specifically permitted by other federal law.

5.6 The Contractor shall comply with all applicable state and federal statutes and regulations. This shall include A.R.S. § 23-722.01 as may be amended relating to new hire reporting, A.R.S. § 23-722.02 as may be amended relating to wage assignment orders to provide child support, and A.R.S. § 25-535 as may be amended relating to administrative or court-ordered health insurance coverage for children.

5.7 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.

5.8 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.

5.9 The Contractor shall comply with P. L. 105-285, Section 678F(a) which prohibits the use of funds for the purchase of improvement of land, or purchase, construction or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility.

5.10 The Contractor shall comply with P.L. 105-285, Section 678F(b) which prohibits the use of CSBG funds for the provision of services or the employment or assignment of personnel in a manner supporting any bi-partisan or non-partisan political activity or any political activity associated with a candidate, or contending faction or group, in an election for public or party office; any activity to provide transportation to the polls or similar assistance in connection with and such election, any voter registration activity.

6.0 Arbitration

6.1 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).

7.0 Assignment and Delegation

7.1 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.

8.0 Audit

8.1 In accordance with A.R.S. § 35-214, the Contractor shall retain and shall contractually require each subcontractor to retain all data, books and other records ("records") relating to this Contract for a period of five years after 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 the original of any or all such records.

8.2 In compliance with the Federal Single Audit Act (31 U.S.C. Sections 7501-7507 as may be amended), Contractors designated as subrecipients, as described in the Office of Management and Budget (OMB) Circular A-133, expending Federal funds from all sources totaling \$500,000 or more, shall have a yearly audit conducted in accordance with the audit and reporting standards as prescribed in OMB Circular A-133 (A-133) as may be amended. As outlined in A-133 the audit Reporting Package shall include:

8.2.1 Financial statements and a Schedule of Expenditures of Federal Awards (SEFA)

8.2.2 Summary schedule of prior audit findings

8.2.3 Auditor's Reports (detailed in the A-133)

8.2.4 Corrective Action Plan.

8.3 The Department's Contract numbers and award amounts shall be included on the SEFA. A copy of the Single Audit Reporting Package and Management Letter, if issued, shall be submitted to the Department's Office of Audit and Management Services within thirty (30) days after completion of the audit or nine (9) months after the audited period and to the Department's person designated to receive notices as specified in the section 7.0 General Reporting Requirements in the Scope of Work.

8.4 All Contractors are subject to the programmatic and fiscal monitoring requirements of each Department program to ensure accountability of the delivery of all goods and services, as required under the Federal Single Audit Act. A minimum fiscal requirement for all Contractors designated as vendors is an annual financial audit which includes Department Contract numbers and award amounts. The Audit Report, Management Letter, if issued, and Auditor's Opinion shall be submitted within thirty (30) days after completion of the audit to the Department's person designated to receive notices as specified in the Reports Section in the Scope of Work.

8.5 As prescribed in OMB Circular A-133, for-profit subrecipients are subject to compliance requirements established by the Department. Methods to ensure compliance for Federal awards made to for-profit subrecipients may include pre-award audits, Department monitoring during the Contract, and post-award audits.

8.6 Audits of non-profit corporations receiving Federal or State monies required pursuant to Federal or State law shall be conducted as provided in 31 U.S.C. Section 7501 et seq. and A.R.S. Section 35-181.03 as may be amended and any other applicable statutes, rules, regulations and standards.

9.0 Availability of Funds

9.1 The Department may reduce payments or terminate this Contract without further recourse, obligation or penalty in the event that insufficient funds are appropriated or allocated. The Director of the Department shall have the sole and unfettered discretion in determining the availability of funds. The Department and the Contractor may mutually agree to reduce reimbursement to the Contractor when the payment type is Fixed Price with Price Adjustment by executing a contract amendment.

9.2 Availability of Funds for the Current State Fiscal Year

9.2.1 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 ADES may take any of the following actions without further recourse obligation or penalty:

9.2.2 Reduce payments or units authorized;

9.2.3 Accept a decrease in price offered by the Contractor;

9.2.4 Cancel the Contract; or

9.2.5 Cancel the Contract and re-solicit the requirements.

9.3 Availability of Funds for the Next State Fiscal Year

- 9.3.1 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.
- 10.0 Background Checks for Employment through the Central Registry** If providing direct services to children or vulnerable adults, the following shall apply:
- 10.1 The provisions of A.R.S. § 8-804 (as may be amended) are hereby incorporated in its entirety as provisions of this Contract.
- 10.2 The Department will conduct Central Registry Background Checks and will use the information contained in the Central Registry as a factor to determine qualifications for positions that provide direct service to children or vulnerable adults for:
1. Any person who applies for a contract with this State and that person's employees;
 2. All employees of a Contractor;
 3. A subcontractor of a Contractor and the subcontractor's employees; and
 4. Prospective employees of the Contractor or subcontractor at the request of the prospective employer.
- 10.3 Volunteers who provide direct services to children or vulnerable adults shall have a Central Registry Background Check which is to be used as a factor to determine qualifications for volunteer positions.
- 10.4
1. A person who is disqualified because of a Central Registry Background Check may apply to the Board of Fingerprinting for a Central Registry exception pursuant to A.R.S. § 41-619.57. A person who is granted a Central Registry exception pursuant to A.R.S. § 41-619.57 is not entitled to a Contract, employment, licensure, certification or other benefit because the person has been granted a Central Registry exception.
 2. Before being employed or volunteering in a position that provides direct services to children or vulnerable adults, persons shall certify on forms that are provided by the Department whether an allegation of abuse or neglect was made against them and was substantiated. The completed forms are to be maintained as confidential.
- 10.5 A person awaiting receipt of the Central Registry Background Check may provide direct services to ADES clients after completion and submittal of the Direct Service Position certification form if the certification states:
1. The person is not currently the subject of an investigation of child abuse or neglect in Arizona or another state or jurisdiction; and
 2. The person has not been the subject of an investigation of child abuse or neglect in Arizona, or another state or jurisdiction, which resulted in a substantiated finding. The Certification for Direct Service Position is located at:
<https://www.azdes.gov/InternetFiles/InternetProgrammaticForms/doc/ACY-1287AFORFF.doc>.
- 10.6 If the Central Registry Background Check specifies any disqualifying act and the person does not have a Central Registry exception, the person shall be prohibited from providing direct services to ADES clients.
- 10.7 The Contractor shall maintain the Central Registry Background Check results and any related forms or documents in a confidential file for five (5) years after termination of the Contract. The Request for Search of Central Registry for Background Check form is located at: <https://www.azdes.gov/opac>.
- 11.0 Cancellation for Conflict of Interest**
- 11.1 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.
- 12.0 Certification of Cost or Pricing Data**
- 12.1 The Contractor certifies that, to the best of the Contractor's knowledge and belief, any cost or pricing data submitted is accurate, complete and current as of the date submitted or other mutually agreed upon date. Furthermore, the price to the State shall be adjusted to exclude any significant amounts by which the State finds the price was increased because the Contractor-furnished cost or pricing data was inaccurate, incomplete or not current as of the date of submittal. Such adjustment by the State may include overhead, profit or fees.

13.0 Certification Regarding Lobbying

13.1 The Contractor agrees by submittal of the Certification Regarding Lobbying form, compliance with 49 CFR part 20. (Attachment)

14.0 Code of Conduct

14.1 The Contractor shall avoid any action that might create or result in the appearance of:

14.1.1 Inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the Contract;

14.1.2 Acting on behalf of the State without appropriate authorization;

14.1.3 Provided favorable or unfavorable treatment to anyone;

14.1.4 Made a decision on behalf of the State that exceeded its authority, could result in partiality, or have a political consequence for the State;

14.1.5 Misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or

14.1.6 Loss of impartiality when advising the State.

15.0 Competitive Bidding

15.1 The Contractor is authorized to purchase the supplies and equipment itemized in the Contract for utilization in the delivery of contract services. Contractor shall procure all such supplies and equipment at the lowest practicable cost and shall purchase all non-expendable items having a useful life of more than one year and an acquisition cost of \$1,000 or more, through generally accepted and reasonable competitive bidding processes. Any procurement in violation of this provision shall be considered a financial audit exception.

16.0 Confidentiality

16.1 The Contractor shall observe and abide by all applicable State and federal statutes, rules and regulations regarding the use or disclosure of information including, but not limited to, information concerning applicants for and recipients of contract services. To the extent permitted by law, the Contractor shall release information to the Department and to the Attorney General's Office as required by the terms of this contract, by law or upon their request.

16.2 The Contractor shall comply with the requirements of Arizona Address Confidentiality Program, A.R.S. §41-161 et. seq. The Arizona Department of Economic Security will advise the Contractor as to applicable policies and procedures the Arizona Department of Economic Security has adopted for such compliance.

17.0 Cooperation

17.1 The Department may undertake or award other contracts for additional work related to the work performed by the Contractor, and the Contractor shall fully cooperate with such other Contractors and State employees, and carefully fit its own work to such other Contractors' work. The Contractor shall not commit or permit any act which will interfere with the performance of work by any other Contractor or by State employees. The Contractor shall cooperate as the State deems necessary, with the transfer of work, services, case records and files performed or prepared by the Contractor to other Contractor(s).

18.0 Cooperation with the Department's Investigation

18.1 All contractors, providers, vendors and volunteers are to cooperate fully and truthfully with any ADES investigation, including but not limited to an Investigation by Division or Internal Affairs. Failure to adhere to this policy may result in ADES taking whatever actions it deems appropriate, from removal of the subject and or witness from working with ADES clients up to terminating the contract with ADES.

19.0 Data Sharing Agreement

19.1 When determined by the Department that sharing of confidential data will occur with the Contractor, the Contractor shall complete the ADES Data Sharing Request Agreement and submit the completed Agreement to the ADES Program Designated Staff prior to any work commencing or data shared. A separate Data Sharing Request Agreement shall be required between the Contractor and each ADES Program sharing confidential data.

20.0 Equipment

20.1 If the Contractor is authorized to purchase Equipment, it shall be itemized in the Contract for utilization in the delivery of contract services. If Equipment is purchased as authorized by this Contract, the Contractor shall maintain complete and up-to-date inventory records for all Equipment purchased hereunder.

Equipment specifically designated within this Contract, to be purchased in whole or part with the Department funds, shall be reported in accordance with Department inventory policies and procedures. The Contractor shall report Equipment purchased with contract funds to the Department within thirty (30) days of purchase, perform an annual inventory of all equipment purchased with Department funds and submit the Equipment inventory form to the Department person designated to receive notices.

- 20.2 The Department shall retain an equitable interest equal to the purchase price paid, or a fair estimate or appraisal of current market value, whichever is greater, in all Equipment purchased under this Contract. The Department shall be included as a co-insured on any insurance policy which covers Equipment purchased under this Contract.
- 20.3 The Contractor shall not dispose of any Equipment purchased under this Contract without the prior written consent of the Department during and after the contract term. Such consent, if given, may include direction as to the means of disposition and the utilization of proceeds, including any necessary adjustments to the contract.
- 20.4 Upon termination of this Contract, any Equipment purchased under this Contract shall be disposed of as directed by the Department and, if sold, the Department shall be compensated in the amount of its equitable interest.
- 20.5 Under a fixed price contract, Sections 20.1 through 20.4 do not apply unless specifically required by federal or state law.

21.0 Evaluation

- 21.1 The Department may evaluate, and the Contractor shall cooperate in the evaluation of, contract services. Evaluation may assess the quality and impact of contract services, either in isolation or in comparison with other similar services, and assess the Contractor's progress and/or success in achieving the goals, objectives and deliverables set forth in this Contract.
- 21.2 As requested by the Department, the Contractor shall participate in third party evaluations relative to contract impact in support of Department goals.

22.0 E-Verify Requirements

- 22.1 In accordance with ARS §41-4401 as may be amended, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants its compliance with Section A.R.S. § 23-214, Subsection A as may be amended. (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.")
- 22.2 A breach of a warrant 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.
- 22.3 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.
- 22.4 The Department 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 22.2.

23.0 Fair Hearings and Service Recipients' Grievances

- 23.1 The Contractor shall advise all applicants for and recipients of contract services of their right, at any time and for any reason, to present to the Contractor and to the Department any grievances arising from the delivery of contract services, including, but not limited to, ineligibility determination, reduction of services, suspension or termination of services, or quality of services. The Department may assert its jurisdiction to hear the grievance or refer the matter to the appropriate authority.
- 23.2 The Contractor, whenever authorized by law, shall maintain a formal system acceptable to and approved by the Department for reviewing and adjudicating grievances by service recipients or subcontractors arising from this contract.

24.0 Federal Immigration and Nationality Act

- 24.1 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 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 of any employee thereof to ensure compliance. The Contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the ADES 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.

24.2 The State may request verification of compliance for any Contractor or subcontractor performing work under the Contract. Should the State determine that the Contractor 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.

25.0 Fees and Program Income

25.1 Unless specifically authorized in the Contract, the Contractor shall impose no fees or charges of any kind upon recipients for contract services.

26.0 Fingerprinting

26.1 Contractor shall comply with, and shall ensure that all of Contractor's employees, independent contractors, subcontractors, volunteers and other agents comply with, all applicable (current and future) legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks that relate to contract performance.

26.2 Applicable legal requirements relating to fingerprinting, certification, and criminal background checks may include, but are not limited, to the following: A.R.S. §§ 36-594.01, 36-3008, 41-1964, and 46-141. All applicable legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks are hereby incorporated in their entirety as provisions of this Contract. The Contractor is responsible for knowing which legal requirements relating to fingerprinting, fingerprint clearance cards, certifications regarding pending or past criminal matters, and criminal records checks relate to contract performance.

26.3 To the extent A.R.S. § 46-141 is applicable to contract performance or the services provided under this Contract, the following provisions apply:

26.3.1 Personnel who are employed by the Contractor, whether paid or not, and who are required or allowed to provide services directly to juveniles or vulnerable adults shall have a valid fingerprint clearance card or shall apply for a fingerprint clearance card within seven working days of employment.

26.3.2 Except as provided in A.R.S. § 46-141, this Contract may be cancelled or terminated immediately if a person employed by the Contractor and who has contact with juveniles certifies pursuant to the provisions of A.R.S. § 46-141 (as may be amended) that the person is awaiting trial or has been convicted of any of the offenses listed therein in this State, or of acts committed in another state that would be offenses in this State, or if the person does not possess or is denied issuance of a valid fingerprint clearance card.

26.4 Federally recognized Indian tribes will submit and the Department of Economic Security shall accept certifications that state that no personnel who are employed or who will be employed during the contract term have been convicted of, have admitted committing or are awaiting trial on any offense as described in A.R.S. § 36-594.01 (as may be amended).

27.0 Force Majeure

27.1 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.

27.2 Force Majeure shall not include the following occurrences:

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

27.2.2 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

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

27.3 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.

27.4 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.

28.0 Inclusive Contractor

28.1 Contractor is encouraged to make every effort to utilize subcontractors that are small, women-owned and/or minority owned business enterprises. This could include subcontractors for a percentage of the administrative or direct service being proposed. Contractor who is committing a portion of its work to such subcontractors shall do so by identifying the type of service and work to be performed by providing detail concerning the Contractor's utilization of small, women-owned and/or minority business enterprises. Emphasis should be placed on specific areas that are subcontracted and percentage of contract utilization and how this effort will be administered and managed, including reporting requirements.

29.0 Indemnification

29.1 Indemnification for Contractor:

29.1.1 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.

29.1.2 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.

29.1.3 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.

29.2 **Indemnification Clause:**

29.2.1 The parties to this Contract agree that the State of Arizona and the Department of Economic Security shall be indemnified and held harmless by 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 and the Department of Economic Security shall be responsible for their own negligence. Each party to this Contract is responsible for its own negligence.

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.

29.3 Indemnification for Subcontractor:

29.3.1 In addition, the Contractor shall cause its Contractor(s) and subcontractors, if any, to indemnify, defend, save and hold harmless the State of Arizona, any jurisdiction or agency issuing any permits for any work arising out of this Agreement, and their respective directors, 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 the Contractor or any of the directors, officers, agents, or employees or subcontractors of such Contractor. 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 such Contractor from and against any and all claims. It is agreed that such Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

30.0 Insurance Requirements

30.1 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.

30.2 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.

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

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
• 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 coverage for sexual abuse and molestation.**
- b. The policy shall be endorsed to include the following additional insured language: ***“The State of Arizona and the Department of Economic Security shall be named as additional insureds with respect to liability arising out of the activities performed by or on behalf of the Contractor”.***
- c. 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.

This requirement may be satisfied with a policy combining General and Professional Liability, provided that the General Liability section of the policy is written on an occurrence basis, and includes coverage for contractual liability.

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 and the Arizona Department of Economic Security 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.
- c. This paragraph, **Business Automobile Liability**, shall not be applicable in the event Contractor (or its Subcontractors) does not utilize a vehicle in any manner in the performance of this Contract or if the utilization is

used only for commuting purposes. In the event Contractor (or its Subcontractors) subsequently utilizes the vehicle in the performance of the Contract or utilizes it for other than commuting purposes, this paragraph, **Business Automobile Liability**, shall be fully applicable, effective the date the utilization is changed.

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
- 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.

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.

- B. **Additional Insurance Requirements:** The policies shall include, or be endorsed to include, the following provisions: The State of Arizona and the Arizona Department of Economic Security, 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.
1. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
 2. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of this Contract.

- C. **Notice Of Cancellation:** Each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage or in limits except after thirty (30) days prior written notice has been given to the State of Arizona. Such notice shall be sent directly to the **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007 unless the Scope of Work Reporting Requirements specifies otherwise** and shall be sent by certified mail, return receipt requested.

- D. **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.

If the Contractor utilizes the Social Service Contractors Indemnity Pool (SSCIP) or other approved insurance pool for insurance coverage, SSCIP or the other approved insurance pool is exempt

from the A.M. Best's rating requirements listed in this Contract. If the Contractor or subcontractor chooses to use SSCIP, AMRRP, or another approved insurance pool as its insurance provider, the Contract/subcontract would be considered as meeting the insurance requirements relating to the A.M. Best rating requirements.

Contractors or subcontractors submitting Certificates of Insurance identifying SSCIP, AMRRP, or another approved insurance pool will be considered as meeting the insurance requirements including those related to sexual abuse and molestation.

- E. **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. 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 **Arizona Department of Economic Security, Office of Procurement, 1789 W. Jefferson St. Site Code 805Z, Phoenix, AZ 85007** unless the Scope of Work Reporting Requirements specifies otherwise. The State of Arizona **contract number and contract description shall be noted or referenced 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 SECTION.**

- F. **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 coverages for subcontractors shall be subject to the minimum requirements identified above.
- G. **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.
- H. **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.

In the event that Contractor determines that it may not be able to comply fully with the insurance requirements set forth above in Section 30.0 of these Terms and Conditions, the Contractor may request that the insurance requirements be modified pursuant to paragraph 30.2(G), provided that such request be delivered in writing to ADES at least ten days prior to the solicitation due date or, if not a solicitation, prior to contract execution. Contractor shall include with such request Contractor's justification for the modification with supporting documentation.

As provided in paragraph 30.2(G), the Department of Administration, Risk Management Section, shall decide whether such modification may be permitted. If the Department of Administration, Risk Management, decides to grant permission, the ADES Chief Procurement Officer shall then decide whether to approve the modification.

Modifications that are approved will be done so on a case-by-case basis and shall not affect the insurance requirements of other Contractors for whom modifications have not been approved. If a Contractor's request has not been approved or a Contractor fails to deliver its request prior to the applicable deadline, then the Contractor shall be required to comply fully with the insurance requirements set forth in paragraph 30.0 above.

31.0 IT 508 Compliance

31.1 Unless specifically authorized in the Agreement, any electronic or information technology offered to the State of Arizona under this agreement shall comply with A.R.S. § 41-3531 and § 3532 as may be amended, 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.

32.0 Levels of Service

- 32.1 If the Contractor determines service recipient eligibility, the Contractor shall maintain and regulate services set forth in this Contract to ensure continuity and availability of services to eligible persons during the term of this Contract and during any transition to a subsequent Contractor.
- 32.2 The Department makes no guarantee to purchase specific quantities of goods or services, or to refer eligible persons as may be identified or specified herein. Further, it is understood and agreed that this Contract is for the sole convenience of the Department and that the Department reserves the right to obtain like goods or services from other sources when such need is determined necessary by the Department.
- 32.3 Any administration within the Department may obtain services under this Contract.
- 32.4 Contract services may be moved or expanded to other site locations within the geographic area awarded only by a written contract amendment.
- 32.5 The Department makes no guarantee to purchase all of the service units authorized or to provide any number of referrals. If quantities of units are specified, they are estimates only and the Department may decrease and/or increase them by providing written notice to the Contractor.
- 32.6 When the method of compensation for the service is Fixed Price with Price Adjustment, the contract may be amended, by mutual agreement, to purchase additional services by increasing the contract service budget and/or budget summary.

33.0 Monitoring

33.1 The Department may monitor the Contractor and/or subcontractor and they shall cooperate in the monitoring of services delivered, facilities and records maintained and fiscal practices.

34.0 Non-Discrimination

- 34.1 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.
- 34.2 Unless exempt under Federal law the Contractor shall comply with Title VII of the Civil Rights Act of 1964 as amended. Contractor shall comply with the Age Discrimination in Employment Act. The Contractor shall comply with the Rehabilitation Act of 1973, as amended, which prohibits discrimination in the employment or advancement in employment of qualified persons because of physical or mental handicap. The Contractor shall comply with the requirements of the Fair Labor Standards Act of 1938, as amended.
- 34.3 If Contractor is an Indian Tribal Government, Contractor shall comply with the Indian Civil Rights Act of 1968. It shall be permissible for an Indian Tribal Contractor to engage in Indian preference in hiring.
- 34.4 The Contractor shall comply with Title VI of the Civil Rights Act of 1964, which prohibits the denial of benefits of or participation in contract services on the basis of race, color, or national origin. The Contractor shall comply with the requirements of Section 504 of the Rehabilitation Act of 1973, as amended, which prohibits discrimination on the basis of handicap, in delivering contract services; and with Title II of the Americans with Disabilities Act, and the Arizona Disability Act, which prohibit discrimination on the basis of physical or mental disabilities in the provision of contract programs, services and activities.
- 34.5 The following shall be included in all publications, forms, flyers, etc. that are distributed to recipients of contract services:

"Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI and VII) and the Americans with Disabilities Act of 1990 (ADA) Section 504 of the Rehabilitation Act of 1973 and the Age Discrimination Act of 1975, *insert Contractor name here* prohibits discrimination in admissions, programs, services, activities or employment based on race, color, religion, sex, national origin, age, and disability. The (*insert Contractor name here*) must make a reasonable accommodation to allow a person with a disability to take part in a program, service, or activity. Auxiliary aids and services are available upon request to individuals with disabilities. For example, this means that if necessary, the (*insert Contractor name here*) must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the (*insert Contractor name here*) will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because

of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy please contact: *(insert Contractor contact person and phone number here)*" Para obtener este documento en otro formato u obtener información adicional sobre esta política, *(insert Contractor contact person and phone number here)*"

35.0 No Parole Evidence

35.1 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.

36.0 No Waiver

36.1 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.

37.0 Notices

37.1 All notices to the Contractor regarding this Contract shall be sent to the address indicated in Attachment 9.

37.2 All notices to the ADES regarding this contract shall be sent to the address indicated in section 4.0 Notices in the Scope of Work.

37.3 All notices shall reference the Contract number.

37.4 The Contractor shall give written notice to the Department of changes to the following, and a written amendment to the Contract shall not be necessary:

1. Change of telephone number;
2. Changes in the name and/or address of the person to whom notices are to be sent;
3. Changes in contract-related personnel positions of the Contractor which do not affect staffing ratios, staff qualifications or specific individuals required under this Contract.

37.5 In a fixed price with price adjustment contract, a written amendment shall not be necessary to shift costs among budget categories. The Contractor shall give written notice to the Department that includes justification for the change and may receive written approval by the Department. Any such increase must be offset by an equal value decrease in any budget category or categories.

38.0 Offshore Performance Of Work Prohibited

38.1 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.

39.0 Order of Precedence

39.1 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:

1. Terms and Conditions;
2. Scope of Work;
3. Attachments;
4. Exhibits; and
5. Documents referenced or included in the Request for Application.

40.0 Ownership of Intellectual Property

40.1 Any and all intellectual property, including but not limited to copyright, invention, trademark, tradename, 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 this 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.

40.2 Intellectual Property developed by the Contractor that is already in the public domain is exempt from this requirement.

41.0 Pandemic Contractual Performance

41.1 The State shall require a written plan that illustrates how the Contractor shall perform up to contractual standards in the event of a pandemic. The State may require a copy of the plan at anytime prior or post award of a Contract. At a minimum, the pandemic performance plan shall include:

1. Key succession and performance planning if there is a sudden significant decrease in Contractor's workforce.
2. Alternative methods to ensure there are services or products in the supply chain.
3. An up to date list of company contacts and organizational chart.

41.2 In the event of a 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 following rights:

1. After the official declaration of a pandemic, the State may temporarily void the Contract(s) in whole or specific sections if the Contractor cannot perform to the standards agreed upon in the initial terms.
2. The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the Director of the Arizona Department of Administration per A.R.S. § 41-2537 as may be amended of the Arizona Procurement Code.
3. 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).

42.0 Payments

42.1 Reimbursement to the Contractor shall be in accordance with actual allowable costs incurred consistent with each service budget and/or budget summary not to exceed the service reimbursement ceiling. The Contractor shall furnish the Department with an accounting of actual costs incurred consistent with the categories set forth in the service budget(s). Budget categories, to include cost items in a category, may be deleted, added, or modified by a contract amendment as specified in section 37.0 Notices of these Terms and Conditions. Any change to the service reimbursement ceiling shall be reflected in a contract amendment.

42.2 The Contractor shall report to the Department in the manner prescribed in section 7.0 Reporting Requirements in the Scope of Work. Upon receipt of applicable, accurate and complete reports, the Department will authorize payment or reimbursement in accordance with the type of payment indicated by this Contract.

42.3 If the Contractor is in any manner in default in the performance of any obligation under this Contract, or if audit exceptions are identified, the Department may, at its option and in addition to other available remedies, either offset the amount of payment or withhold payment up to the amount in dispute or default.

42.4 Under no circumstances shall the Department make payment to the Contractor that exceeds the units authorized or contract/service reimbursement ceilings indicated in the Service Budget(s), as may be amended.

42.5 Under no circumstances shall the Department make payment to the Contractor for services performed after the term of the Contract without timely extension or renewal of the Contract.

42.6 The Contractor may offer a price reduction adjustment at any time during the term of the Contract. Any price reduction shall be executed by a contract amendment.

42.7 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.

42.8 The Contractor shall be responsible for paying all applicable taxes.

42.9 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.

42.10 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.

- 42.11 In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with the State of Arizona, unless not required by law.

43.0 Payment Recoupment

- 43.1 The Contractor shall reimburse the Department upon demand or the Department may deduct from future payments the following:
- 43.1.1 Any amounts received by the Contractor from the Department for contract services which have been inaccurately reported or are found to be unsubstantiated;
- 43.1.2 Any amounts paid by the Contractor to a subcontractor not authorized in writing by the Department;
- 43.1.3 Any amount or benefit paid directly or indirectly to an individual or organization not in accordance with the "Substantial Interest Disclosure" section of these Terms and Conditions;
- 43.1.4 Any amounts paid by the Department for services which duplicate services covered or reimbursed by other specific grants, contracts, or payments;
- 43.1.5 Any amounts expended for items or purposes determined unallowable by the Department when this Contract provides for the reimbursement of costs, see the "Unallowable Costs" section of this Contract;
- 43.1.6 Any amounts paid by the Department for which the Contractor's books, records, and other documents are not sufficient to clearly substantiate that those amounts were used by the Contractor to perform contract services;
- 43.1.7 Any amounts received by the Contractor from the Department which are identified as a financial audit exception;
- 43.1.8 Any amounts paid or reimbursed in excess of the Contract or service reimbursement ceiling;
- 43.1.9 Any amounts paid to the Contractor which are subsequently determined to be defective pursuant to the "Certification of Cost or Pricing Data" section of these Terms and Conditions.
- 43.1.10 Any payments made for services rendered after the Contract termination date.

44.0 Personnel

- 44.1 The Contractor's personnel shall satisfy all qualifications, carry out all duties, and work the hours as set forth in this Contract.

45.0 Predecessor and Successor Contracts

- 45.1 The execution or termination of this Contract shall not be considered a waiver by the Department of any rights it may have for damages suffered through a breach of this or a prior Contract with the Contractor.

46.0 Professional Standards

- 46.1 The Contractor shall deliver contract services in a humane and respectful manner and in accordance with any and all applicable professional accreditation standards. Levels of staff qualifications, professionalism, and numbers of staff and individuals identified by name must be maintained as presented in the Contract.

47.0 Reserve

48.0 Records

- 48.1 Under A.R.S. § 35-214 and § 35-215 as may be amended, 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.
- 48.2 Contract service records will be maintained in accordance with this Contract. Records shall, as applicable, meet the following standards:
- 48.2.1 Adequately identify the service provided and each service recipient's application for Contract and subcontract activities;
- 48.2.2 Include personnel records which contain applications for employment, job titles and descriptions, hire and termination dates, a copy of the fingerprint clearance card, wage rates, and effective dates of personnel actions affecting any of these items;
- 48.2.3 Include time and attendance records for individual employees to support all salaries and wages paid;
- 48.2.4 Include records of the source of all receipts and the deposit of all funds received by the Contractor;
- 48.2.5 Include original copies of invoices, statements, sales tickets, billings for services, deposit slips, etc., and a cash disbursement journal and cancelled checks to reflect all disbursements applicable to the Contract;

- 48.2.6 Include a complete general ledger with accounts for the collection of all costs and/or fees applicable to the Contract; and,
- 48.2.7 Include copies of lease/rental agreements, mortgages and/or any other agreements that in any way may affect contract expenditures.
- 48.3 Any such records not maintained shall mandate an audit exception in the amount of the inadequately documented expenditures.
- 48.4 Contractor shall preserve and make available all records for a period of five (5) years from the date of final payment under this Contract except as may be provided in section 57.0 of these Terms and Conditions or if subject to Health Insurance Portability & Accountability Act which is six (6) years from the date of final payment:
 - 48.4.1 If this Contract is completely or partially terminated, the records relating to the work terminated shall be preserved and made available for a period of five years from the date of any such termination.
 - 48.4.2 Records which related to disputes, litigation or the settlement of claims arising out of the performance of this Contract, or costs and expenses of this Contract to which exception has been taken by the state, shall be retained by the Contractor until such disputes, litigations, claims or exceptions have been disposed of.

49.0 Relationship of Parties

- 49.1 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.
- 49.2 In the event that the Contractor or its personnel is sued or prosecuted for conduct arising from this Contract, the Contractor or their personnel will not be represented by the Department of the Attorney General.
- 49.3 Taxes or Social Security payments will not be withheld from a State payment issued hereunder and the Contractor shall make arrangements to directly pay such expenses, if any.

50.0 Reporting Requirements

- 50.1 See section 7.0 Reporting Requirements in the Scope of Work.
- 50.2 Contractor shall submit programmatic and financial reports to the Department no later than the 25th day following the end of each month or the end of each other applicable reporting period during the term of the Contract, unless otherwise provided in this Contract. Contractor shall submit final program and fiscal reports no later than the 60th day following termination of the Contract. The final fiscal report for the contract term shall include all adjustments to prior financial reports submitted for the contract term. Failure to submit the final program and fiscal report within the above time period may result, at the option of the Department, in forfeiture of final payment.
- 50.3 All reports shall reference the contract number and be submitted to the person designated by the Department.

51.0 Responsibility for Payments Indemnification

- 51.1 The Contractor shall be responsible for issuing payment for services performed by the Contractor's employees, subcontractors, suppliers, or any other third party incurred in the furtherance of the performance or the arising out of the Contract and will indemnify and save the Department harmless for all claims whatsoever out of the lawful demands of such parties. The Contractor shall, at the Department's request, furnish satisfactory evidence that all obligations of the nature hereinabove designated have been paid, discharged or waived.

52.0 Right of Offset

- 52.1 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.

53.0 Severability

- 53.1 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.

54.0 State's Contractual Remedies

- 54.1 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 Terms and Conditions or other rights and remedies available by law or provided by the Contract.

54.1.1 For designated agencies, termination shall comply with Community Services Block Grant legislation.

54.2 Stop Work Order. 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.

54.2.1 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.

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

54.4 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.

55.0 Subcontracts

55.1 The Contractor shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of ADES. 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.

55.2 Prior to adding a subcontractor to the Contract, the Contractor shall submit a formal, written request to the Procurement Officer. The request shall:

55.2.1 Be on the Contractor's company letterhead;

55.2.2 Be signed by an authorized representative of the Contractor; and

55.2.3 Contain the following information:

1. The subcontractor's name, address, phone number, e-mail and primary point of contact;
2. The certifications required of the subcontractor (if any);
3. The subcontractor's small business status (if applicable);
4. The type of goods and/or services to be provided by the subcontractor;
5. The amount of time or effort (as a percent of total contract performance) that the subcontractor will perform in relation to total performance of the contract's requirements; and
6. A description of the quality assurance measures that the Contractor shall use to monitor the subcontractor's performance.

55.2.4 The State reserves the right to request additional information deemed necessary about any proposed subcontractor.

55.3 The Contractor shall provide copies of each contract with a subcontractor relating to the provision of contract services to the Department upon five (5) calendar days of the request.

56.0 Substantial Interest Disclosure

56.1 Contractor shall not make any payments, either directly or indirectly, to any person, partnership, corporation, trust, or any other organization which has a substantial interest in Contractor's organization or with which Contractor (or one of its directors, officers, owners, trust certificate holders or a relative thereof) has a substantial interest, unless Contractor has made a full written disclosure of the proposed payments, including amounts, to the Department.

56.2 Leases or rental agreements or purchase of real property which would be covered by Section 55.1 shall be in writing and accompanied by an independent commercial appraisal of fair market rental, lease, or purchase value, as appropriate.

56.3 For the purpose of this Section, "relative" shall have the same meaning as in A.R.S. §38-502 as may be amended.

57.0 Supporting Documents and Information

57.1 In addition to any documents, reports or information required by any other section of this Contract, Contractor shall furnish the Department with any further documents and information deemed necessary by

the Department. Upon receipt of a request for information from ADES, the Contractor shall provide complete and accurate information no later than fifteen (15) days after the receipt of the request.

58.0 Suspension or Debarment

58.1 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. If the Contractor becomes suspended or debarred, the Contractor shall immediately notify the State.

58.2 The Contractor shall submit the Certification Regarding Debarment, Suspension and Voluntary Exclusion Lower Tier Covered Transactions form Attachment 3.

59.0 Technical Assistance

59.1 The Department will provide technical assistance to the Contractor in the administration of contract services, or relating to the terms and conditions, policies and procedures governing this Contract. Notwithstanding the foregoing, the Contractor shall not be relieved of full responsibility and accountability for the provision of contract services in accordance with the terms and conditions set forth herein.

60.0 Termination

60.1 This agreement may be terminated by mutual agreement of the parties at any time during the term of this agreement.

60.2 Cancellation for Conflict of Interest: Pursuant to A.R.S. § 38-511 as may be amended, 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 as may be amended.

60.3 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.

60.4 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.

60.5 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.

60.6 Termination for Default

60.6.1 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.

60.6.2 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.

60.6.3 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.

- 60.6.4 The Department may immediately terminate this Contract if the Department determines that the health or welfare or safety of service recipients is endangered.
- 60.6.5 For designated agencies, termination shall comply with Community Services Block Grant legislation.
- 60.7 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.
- 60.8 Termination for Any Reason: In the event the Contract is terminated, with or without cause, or expires, the Contractor, whenever determined appropriate by the Department, shall assist the Department in the transition of services or eligible persons to other Contractors. Such assistance and coordination shall include, but not be limited to, the forwarding of program and other records as may be necessary to assure the smoothest possible transition and continuity of services. The cost of reproducing and forwarding such records and other materials shall be borne by the Contractor. The Contractor must make provisions for continuing all management/administrative services until the transition of services or eligible persons is complete and all other requirements of this Contract are satisfied.
- 60.9 In the event of termination or suspension of the Contract by the Department, such termination or suspension shall not affect the obligation of the Contractor to indemnify the Department and the State for any claim by any other party against the State or Department arising from the Contractor's performance of this Contract and for which the Contractor would otherwise be liable under this Contract. To the extent such indemnification is excluded by A.R.S. §41-621 et seq. as may be amended or an obligation is unauthorized under A.R.S. §35-154 as may be amended, the provisions of this paragraph shall not apply.
- 60.10 In the event of early termination for any reason, any funds advanced to the Contractor shall be returned to the Department within ten (10) days after the date of termination or upon receipt of notice of termination of the Contract, whichever is earlier.

61.0 Third- Party Antitrust Violations

- 61.1 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.

62.0 Transfer of Knowledge

- 62.1 The Contractor shall, whenever feasible, share strategies and techniques with Department staff to transfer the skills and knowledge acquired in the delivery of the contracted service.

63.0 Transition of Activities

- 63.1 In the event that a Contract is awarded to a new Contractor for services similar to those being performed by Contractor under this Contract, there shall be a transition of services period. During this period, the Contractor under this Contract shall work closely with the new Contractor's personnel and/or Department staff to ensure a smooth and complete transfer of duties and responsibilities. The Department's authorized representative will coordinate all transition activities. A transition plan will be developed in conjunction with the existing Contractor to assist the new Contractor and/or Department staff to implement the transfer of duties. The Department reserves the right to determine which projects/service delivery nearing completion will remain with the current Contractor of record.

64.0 Unallowable Costs

- 64.1 The cost principles set forth in the Code of Federal Regulations, 48 CFR, Chapter 1, Subchapter e, Part 31, (October 1, 1991), including later amendments and editions, on file with the Arizona Secretary of State and incorporated by this reference, shall be used to determine the allow ability of incurred costs for the purpose of reimbursing costs under contract provisions that provide for the reimbursement of costs. Those costs which are specifically defined as unallowable therein will not be submitted for reimbursement by the Contractor and may not be reimbursed with Department funds.
- 64.2 In addition, the Contractor shall comply with the following publications (including subsequent revisions), as applicable:
- 64.2.1 OMB Circular A-87 for State, local and Indian Tribal Governments.
- 64.2.2 OMB Circular A-122 for private non-profit organizations other than institutions of higher education, hospitals or others specified in A-122.

- 64.2.3 OMB Circular A-21 for educational institutions.
- 64.2.4 OMB Circular A-133 for audits of institutions of higher education and other non-profit institutions.

65.0 Visitation, Inspection and Copying

- 65.1 Contractor's and/or subcontractor's facilities, services and individuals served, books and records pertaining to the Contract shall be available for visitation, inspection and copying by the Department and any other appropriate agent of the State or Federal Government. At the discretion of the Department, visitation, inspection and copying may be at any time during regular business hours, announced or unannounced. If the Department deems it to be an emergency situation, it may at any time visit and inspect the Contractor's or subcontractor's facilities, services and individuals served, as well as inspect and copy their contract-related books and records.
- 65.2 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 non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.

66.0 Warranties

- 66.1 The Contractor warrants that all services provided under this Contract shall conform to the requirements stated herein and any amendments hereto. The Department's acceptance of services provided by the Contractor shall not relieve the Contractor from its obligations under this warranty. In addition to its other remedies, the Department Procurement Officer may, at the Contractor's expense, require prompt correction of any services failing to meet the Contractor's warranty herein. Services corrected by the Contractor shall be subject to all of the provisions of this Contract in the manner and to the same extent as the services originally furnished.
- 66.2 Liens: The Contractor warrants that the materials supplied under this Contract are free of liens and shall remain free of liens.
- 66.3 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:
 - 1. Of a quality to pass without objection in the trade under the Contract description;
 - 2. Fit for the intended purposes for which the materials are used;
 - 3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
 - 4. Adequately contained, packaged and marked as the Contract may require; and
 - 5. Conform to the written promises or affirmations of fact made by the Contractor.
- 66.4 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.
- 66.5 Inspection/Testing: The warranties set forth in subparagraphs 66.2 through 66.4 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 66.6 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 license and permit requirements.
- 66.7 Survival of Rights and Obligations after Contract Expiration or Termination:
 - 66.7.1 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.
 - 66.7.2 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.
- 66.8 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.

67.0 Limited English Proficiency

67.1 The Contractor shall ensure that all services provided are culturally relevant and linguistically appropriate to the population to be served following the ADES Policy, Limited English Proficiency; DES 1-01-34 (Exhibit 1).

68.0 Contract Documents

68.1 The following constitute an integral part of the Contract:

- 68.1.1 Terms and Conditions
- 68.1.2 Scope of Work
- 68.1.3 Administrative Methodology
- 68.1.4 Service Methodologies
- 68.1.5 Attachments
- 68.1.6 Exhibits

ATTACHMENTS TO DES SPECIAL TERMS AND CONDITIONS

CERTIFICATION REGARDING LOBBYING

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.


(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Statement for Loan Guarantees and Loan Insurance

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

If any funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this commitment providing for the United States to insure or guarantee a loan, the undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. Submission of this statement is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required statement shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

APPLICANT'S ORGANIZATION			
City of Glendale/Community Action Program			
* PRINTED NAME AND TITLE OF AUTHORIZED REPRESENTATIVE			
Prefix:			
* First Name: Erik	Middle Name:	* Last Name: Strunk	Suffix:
* Title: Community Services Director			
		February 27, 2005	
* SIGNATURE:		* DATE:	

ATTACHMENT 3

Certification Regarding:

Debarment, Suspension, Ineligibility and Voluntary Exclusion

Lower Tier Covered Transactions

This certification is required by the regulations implementing Executive Order 12549-Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participant's responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

(BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE AN INTEGRAL PART OF THE CERTIFICATION)

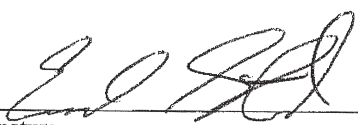
- (1) The prospective recipient of federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by a federal department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

City of Glendale/Community Action Program

Name of Agency /Organization

Erik Strunk, Community Services Director

Name and Title of Authorized Representative



Signature

February 27, 2015
Date



		POLICY NUMBER	Page 1
CHAPTER		DES 1-01-34	
01 Department of Economic Security		ARTICLE	
SUBJECT		01 Director	
34 Limited English Proficiency (LEP)		EFFECTIVE DATE	REVISION
		August 8, 2014	2

DES 1-01-34
Limited English Proficiency (LEP)

I. POLICY STATEMENT

The policy of the Department of Economic Security (the Department) is to provide quality and timely language assistance services to customers with Limited English Proficiency (LEP) to ensure meaningful access to programs, services, and activities. Each affected work unit of the Department shall:

- Develop and adhere to specific written procedures;
- Perform a needs and capacity assessment;
- Arrange for oral language assistance, as appropriate;
- Determine which of the Department documents meet the definition of a vital document;
- Translate vital documents into languages other than English;
- Provide notification to customers of the availability of language assistance services;
- Evaluate current Department Web sites for LEP compliance;
- Develop and implement standards to ensure LEP compliance on all future Web pages;
- Train all staff who are likely to have contact with Department customers and the management staff who support them;
- Develop and incorporate an accessible issue resolution process; and
- Monitor customer access to language assistance.

II. AUTHORITY

This LEP policy, in its entirety, applies to all Department entities and contractors who provide direct Department services to Department customers. The Department and all work units who provide services, information, or assistance to Department customers shall be responsible for development of procedures to ensure compliance with the Department LEP policy. Areas that do not provide services, information, or assistance to Department customers are not responsible for developing procedures but, at a minimum shall designate an LEP contact to ensure compliance.

The DES Director's Office of Equal Opportunity (DOEO) and the DES Policy and Planning Administration's (PPA) Policy Unit are responsible for review and approval of work unit LEP procedures. This review will be limited to ensuring the work unit LEP procedure is consistent and in compliance with the Department LEP policy.

III. PROCEDURES

This policy is supported by a departmental procedure which identifies how action related to this policy will be conducted, including responsibilities, time frames, and required actions. To view this procedure, access the link below.

DES 1-01-34-01 *Limited English Proficiency Procedures*

In addition, specific Division procedures can be found at this intranet Web page:
<http://intranet.azdes.gov/main.aspx?menu=84&id=14558>.

IV. AUTHORITY

**Title VI of the Civil Rights Act of 1964, 42 U.S.C. 2000d et seq.
Arizona Constitution, Article 28**

Section 601 of Title VI of the Civil Rights Act of 1964, 42 U.S.C. Section 2000d *et seq.* states, "No person in the United States shall on the ground of race, color or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving Federal financial assistance."

Regulations implementing Title VI provide in part at 45 C.F.R. Section 80.3 (b):

- (1) "A recipient [the Department is a 'recipient' under this law] under any program to which this part applies [generally any program that receives federal funds] may not, directly or through contractual or other arrangements, on ground of race, or color, or national origin:
 - (i) Deny an individual any service, financial aid, or other benefit provided under the program;
 - (ii) Provide any service, financial aid, or other benefit to an individual which is different, or is provided in a different manner, from that provided to others in the program;
- (2) A recipient, in determining the types of services, financial aid, or other benefits, or facilities which will be provided under any such program or the class of individuals to whom, or the situations in which such services, financial aid or other benefits, or facilities will be provided ... *may not directly, or through contractual or other arrangements, utilize criteria or methods of administration which have the effect of subjecting individuals to discrimination, because of their race, color or national origin, or have the effect of defeating or substantially impairing accomplishments of the objectives of the program with respect to individuals of a particular race, color, or national origin.*" (emphasis added)

V. DEFINITIONS

Customer: Any applicant, claimant, or recipient of Department services, including LEP customers.

Executive Leader: The Director, Deputy Director, Assistant Director, or their designee, with authority over a programmatic or administrative work unit.

Interpret: Providing a verbal translation between two or more persons in a language other than English. This may be done by on-site trained Department staff, contractors, or through commercially available resources, including but not limited to telephonic interpretation services.

Language Used Significantly: A language, other than English, that is used by five percent or 1,000 persons (whichever is smaller) who are eligible for a Department service or are likely to be directly affected by a Department program or activity in a specific geographic area.

Limited English Proficiency (LEP) Contact: The person within a work unit who is responsible for ensuring their program or administrative work unit is LEP compliant.

Limited English Proficient (LEP) Customer: Any prospective, potential, or actual recipient of benefits or services from the Department who cannot speak, read, write, or understand the English language at a level that permits effective interaction with the Department. This includes LEP parents or guardians of minor children who are customers or LEP customers.

Non-Vital Documents: Documents that are not critical to access Department benefits and services.

Translate: Providing a written document in a language other than English.

Vital Document: A document that conveys information that affects the ability of the customer to make decisions about his or her participation in the program. The decision of whether a document is vital may depend upon the importance of the program information, encounter, or service involved, and the consequence to the LEP person if the information is not provided accurately or in a timely manner.

Work Unit: A program or administrative area within the Department. Work unit includes all Department work units as well as its contractors that provide direct service to Department customers.

VI. STANDARDS

A. Overview

Title VI of the Civil Rights Act of 1964, as amended, requires that agencies take reasonable steps to ensure meaningful access to their programs and activities for persons with limited English proficiency. For the purposes of this Policy, individuals with LEP are defined as individuals who do not speak English as their primary language and who have a limited ability to read, write, speak, or understand English.

The Department's LEP policy ensures that the Department and all Department services, regardless of funding source, comply with the requirements of Title VI of the Civil Rights Act of 1964 by setting out standards for its work units to follow. Title VI of the Civil Rights Act of 1964 prohibits discrimination based on race, color, or national origin by any entity receiving federal financial assistance. The Department prohibits administrative methods or procedures that have the effect of subjecting individuals to discrimination or defeating the objectives of these regulations.

In order to avoid discrimination on the grounds of national origin, all programs or activities administered by the Department shall take adequate steps to ensure that their procedures do not deny, or have the effect of denying, individuals with LEP equal access to benefits and services for which such persons qualify. This Policy defines Departmental responsibilities to ensure that individuals with LEP can communicate effectively.

B. General Statement

All Department staff shall provide services to Department customers in a manner that ensures the customer has meaningful access to their programs and activities for all persons, including those persons who have limited English proficiency.

C. Compliance and Enforcement

It is the responsibility of each Executive Leader overseeing a Department work unit, program, or administrative area to ensure that activities within the Executive Leader's work unit are conducted consistent with both the Department LEP policy and the specific work unit LEP procedures.

D. Work Unit Procedures

Each work unit identified as warranting language assistance services shall develop specific written procedures related to language assistance services applicable to its program activities. These procedures must be consistent with the standards listed in the Department LEP policy. Written procedures shall address the following areas:

1. Provision of language services generally;
2. Identification and assessment of language needs;
3. Oral language assistance services;
4. Written translations;
5. Oral and written notification of the availability of language services;
6. Issue resolution rights;
7. Staff training on language service provision; and
8. Monitoring access to language assistance.

E. Needs And Capacity Assessment

The Department shall employ a four-step process to determine the need and capacity for LEP services. Specifically, each work unit shall determine and indicate in writing if it has direct contact with Department customers. If a work unit determines that it does, then:

1. *Each work unit shall identify the steps in their service delivery process and identify the anticipated number of customer interactions that occur at each of these steps.* These steps could include points of contact with Department staff where customers get information or staff take an action that affects a customer's ability to meaningfully participate in a Department program or activity. These points of contact include Department offices, telephone numbers regularly used by the public, outreach activities, informational and operational Web sites, and written notices. These contacts may be face-to-face, telephonic, written, or electronic.

2. ***The Department shall identify the languages used by the populations it serves. Both the Department and each work unit shall use this information to determine the incidences in which the Department and work unit expect to interact with customers in various languages other than English.*** The Department shall use the most recent census data to determine overall language trends in Arizona. Other demographic data sources include information from other state agencies, commercial marketing data, school systems, community organizations, national ethnic organizations, the Internet, and internally gathered Department data. These trends will be used to determine the LEP population's alternative language needs. The Department will update this information with the issuance of new census data.
3. ***Each work unit shall annually assess the language assistance needs of its LEP customers and the capacity of its programs to meet these needs.*** Work unit procedures shall include the methods used to conduct this assessment, including areas where it intends to use departmentally produced data, and the frequency with which it will complete the assessment.
4. ***Each work unit shall implement a process for gathering and recording LEP customer language preferences:***
 - a. The work unit procedures shall include sufficient detail to identify how the work unit gathers language preference information, where it stores the information, and how it will make the information readily available for future contact with LEP customers and for statistics-gathering purposes.
 - b. Each work unit procedure shall include the use of an LEP language binder containing language preference materials in each local office. These LEP language binders are designed to provide an opportunity for LEP persons to self-declare their language preference during local office contacts. The Department shall prominently display the LEP language binders in all its offices in which customer interaction is anticipated. These binders are developed, transmitted, and maintained as a departmental function.

F. Oral Language Assistance

1. ***Each component, program, or administrative work unit of the Department shall arrange for oral language assistance to LEP customers in face-to-face and telephone contact:*** Work unit procedures shall identify the processes for providing oral language assistance and the method for obtaining these services. The oral language assistance portion of the work unit procedures for identifying individuals with LEP shall be consistent with those outlined in this policy. LEP services shall be provided free of charge upon the request of the customer. Work units may identify approaches specific to their work unit, but all procedures shall include the minimum Department standard of ensuring that the provision of bilingual/interpretive services is prompt and without undue delays. Necessary time frames may vary based upon the nature and importance of the service. For example, time frames for emergency services may be different from those time frames for non-emergency services. In most circumstances, this requires language services to be available within reasonable time frames during all operating hours by:

- a. Establishing interpreter service contracts. The Department maintains contracts with multiple vendors to provide verbal interpretation. The Office of Procurement shall provide direction to all work units on how to access and use contracts for interpreter services. Work units shall, in their procedures, identify how they shall request and coordinate these services. In addition, services through commercially available telephonic interpretation services shall be available when needed.
 - b. Implementing a means to compensate bilingual staff. Subject to the availability of funds, the Department shall have a bilingual stipend program in place that compensates bilingual staff who meet required standards for performing verbal interpretation services. Work unit procedures shall identify the offices in which a need for bilingual staff has been established and which languages are needed.
 - c. Orally translating vital documents into languages other than English for LEP customers.
2. ***Location and Accessibility of LEP Services:*** Work units shall ensure that their procedures include provisions that respond to the language needs of the populations in each area in which the work unit provides services. Each work unit shall determine the most efficient and effective means to meet these needs. Accommodations such as translations of commonly requested documents, bilingual staff, and telephone interpreter services should be made available at locations that are readily accessible to the public, such as information desks, security checkpoints, and public information telephone lines.
3. ***Use of Bilingual Staff: The Department will make reasonable efforts to recruit and have bilingual staff*** employed in programs and activities where the number or percentage of LEP customers or potential LEP customers is statistically significant, or where the frequency of contact with such persons makes the employment of bilingual staff a more cost effective, efficient, and effective mode for communication:
- a. Each work unit shall make a decision to employ bilingual staff after a needs assessment, with due consideration given to the budgetary, personnel, and other constraints of the work unit.
 - b. Bilingual staff or contractors must be assessed for bilingual proficiency. Work units should ensure that individuals providing interpretative services possess a level of fluency and comprehension appropriate to the specific nature, type, and purpose of information at issue.
4. ***Unacceptable Practices:*** Work units should only use family members or friends to interpret for LEP customers if the LEP customer insists on using the friend or family member after Department-provided language services have been offered. Minor children should never be used to interpret, except in emergencies. If additional services are required, any information obtained utilizing a minor child as the interpreter shall be verified through an approved interpreter after the emergency situation has closed.

G. Translation of Written Materials

1. ***Each work unit shall identify its vital documents.*** Vital documents include, but are not limited to, the following for any service, benefit, program, or administrative work unit provided by or contracted with the Department:

- a. Applications;
- b. Recertification or renewal applications;
- c. Documents that require a response;
- d. Letters or other written documents that contain information regarding participation in a program;
- e. Notices of eligibility criteria, authorization or denial, applicant or participant rights, benefit or service changes, hearings, and actions affecting parental custody or child support;
- f. Consent and complaint forms;
- g. Appeal rights and grievance procedures;
- h. Written tests that do not assess English language competency but test competency for a particular license, job, or skill for which knowing English is not required.
- i. Notices advising LEP persons of free language assistance; and
- j. Any other document that the work unit deems vital due to the importance of the program, information, encounter, or service involved and the consequence to the LEP person if the information in question is not provided accurately or in a timely manner.

2. ***Each work unit shall translate its vital documents according to the requirements outlined in the DES Translation Requirements document. Documents identified as vital shall be translated into languages used significantly by its LEP customers.*** The Department maintains two approved processes for having written material, including required posters and signs, translated to languages other than English:

- a. The Department Office of Graphics and Design; or
- b. A state-approved translation contract.

Using one of these two processes ensures the quality of the translation activity. Department documents for official public use may not be translated using any other method. Work unit procedures shall identify which method for translation will be used within the work unit. The work unit procedure shall also include a listing of the documents that meet the definition of a vital document.

3. ***Each work unit shall respond to written communications from LEP customers in a manner that is consistent with this policy.*** Work unit procedures shall address a process to ensure that LEP customer case records are noted as LEP when work unit staff receive information from a customer in a language other than English. Work unit staff shall interact with the individual in a manner consistent with the Department LEP policy unless the customer indicates otherwise.

4. ***Each work unit should be sensitive to the literacy levels of the LEP public.*** There are situations in which the use of translated written material may not meet the needs of some Department LEP customers. Some languages are historically unwritten or some LEP customers may be illiterate in their native language. Work unit procedures must ensure that staff use the most effective means to communicate with LEP individuals. This may include either verbal or written communication.

H. Institutional Considerations for Translation

1. ***Each work unit shall ensure that the public is aware of available interpretation and translation assistance.*** Each work unit shall include on all documents that are not translated into a language other than English a statement in each significantly used language indicating that all persons have the right to free language assistance and how the assistance can be obtained. This notification shall be included on all documents that are routinely disseminated to the public, including electronic text. This language shall be placed near the front of the document in a format that brings attention to it.
2. ***Each work unit shall ensure that its electronic sources for providing vital information are LEP compliant.*** The Department and each work unit shall ensure that its Web sites and other electronic sources for vital information or documents provide this information in significantly used languages other than English. Web sites shall prominently display access to non-English versions of this information on any page that may be used as the initial point of contact for LEP individuals. Web sites shall also identify methods to access language assistance free of charge.
3. ***The Department shall produce and each work unit shall readily make available to its customers, an LEP Rights pamphlet in English and all other significantly used languages.*** The pamphlet shall explain that LEP services are available from the Department free of charge and shall explain procedures for accessing these services.
4. ***Each work unit may translate non-vital documents into languages other than English, except to the extent prohibited by the Arizona Constitution, Article 28, English as the Official Language.***

I. Training

Training shall include a consistent message explaining why it is important for the Department to ensure that LEP customers are served in a manner consistent with this policy. Persons with specific knowledge of Title VI of the Civil Rights Act and the requirements contained therein shall develop this training. Training shall include, but not be limited to:

1. ***General training.*** For all staff on the importance of providing services for individuals with LEP.
2. ***Work unit-specific training.*** To ensure that work unit staff that deal with or are likely to have contact with Department customers are trained on the LEP policies and procedures. This includes, but is not limited to, specific training for staff who have LEP customer contact to work effectively with in-person and telephone interpreters.

3. *Technical assistance training.* For LEP contact staff.
4. *Management level training.* For supervisors and administrative staff assisting staff with direct customer contact.

J. Providing Notice to LEP Customers of the Availability of Language Assistance Services and Outreach

Work unit procedures shall identify how to inform LEP customers of the availability of free language assistance services. The work unit shall make the notification at the first point of contact. Notification includes signs in intake areas or other customer entry points, outreach documents such as brochures or booklets, LEP posters and pamphlets, and telephone menus in significantly used languages:

1. The work unit shall provide the notification of free language assistance in the language of the LEP customer. LEP persons should also be advised that they may use an interpreter of their own choosing at their own expense.
2. Consistent with its commitment to partnership and outreach, the Department engages in comprehensive outreach to ensure awareness by LEP persons of its programs and activities. Outreach includes the use of ethnic media such as radio, television, newspapers, magazines, Web sites, faith-based organizations, and community-based organizations at local levels that provide social services, healthcare, and classes. Work unit procedures shall acknowledge its commitment to support the Department's outreach efforts in relation to the programs it administers and the services it provides.
3. Work unit procedures shall include provisions to ensure that Web pages accessible to members of the general public include information on the availability of language assistance.
4. The Department shall maintain copies of written documents such as flyers or pamphlets intended to be used to notify the public of language assistance. Pamphlets shall be maintained in locations in which direct service to Department customers is provided and shall be readily available to customers without the need of Department staff intervention.

K. Monitor Access to Language Assistance

1. *Each work unit shall institute procedures to monitor the accessibility and quality of language assistance activities for LEP customers.* Work unit procedures shall include specific time frames and methods to reassess language assistance activities to ensure that the services provided by the work unit address the actual needs of the LEP customers based on actual experiences of the work unit. Work unit procedures shall ensure that such monitoring is completed no less than every 12 months. Work unit procedures should include a process for obtaining community and customer feedback in this activity through surveys, questionnaires, or other means. Data collection and record keeping are key to an effective monitoring and compliance system. In order to determine the validity of any language assistance complaints, it may be necessary to analyze and review data that reflect how the work unit provides services to LEP customers. Data collection also allows the work unit to obtain an overview of how their services are provided. The work unit procedure shall include data collection and record keeping requirements to ensure that these assessments are fact-based and reflect actual current activity. The work unit shall assess the effectiveness of its LEP policies based on:

- a. Current LEP populations in service areas or population or specific populations encountered;
 - b. Frequency of encounters with LEP customers;
 - c. Nature and importance of activities to LEP customers;
 - d. Availability of resources, including technological advances, additional resources, and the costs imposed;
 - e. Whether existing assistance is meeting the needs of the LEP customers;
 - f. Whether staff know and understand the LEP procedures; and
 - g. Whether identified sources for assistance are still available and viable.
2. *Each work unit shall develop and maintain a data collection system that ensures the availability of data that includes the race and ethnicity of, customers served in its programs, the frequency of contact, and the primary language of those persons.* Work unit procedures shall require the collection of data on which the work unit has based language needs assessment; the number of LEP customers, by language group, who received language services; names and classifications of staff receiving training and dates of training. Work unit procedures shall include activities that are designed to ensure that the work unit:
- a. Has up-to-date information on language needs in the communities it serves;
 - b. Has an adequate number of oral translators to ensure timely compliance with LEP needs;
 - c. Translates vital written documents into the languages needed by the communities being served;
 - d. Has adequate supplies of translated materials;
 - e. Trains those staff required to be trained in LEP activities; and
 - f. Keeps notification material up-to-date.

Work unit procedures shall also reflect those activities that it must perform in order to comply with overall Department monitoring practices.

L. Provision of Technical Assistance

Each work unit shall identify an LEP contact for work unit staff. Work unit procedures shall include a process to ensure that LEP-related questions that arise are addressed in a timely and efficient manner. The LEP contact shall be available to coordinate efforts towards compliance with the Department's LEP policy and the work unit's LEP procedures. Work unit procedures shall, at a minimum, include a process for direct service staff to elevate LEP questions to their LEP contact. The work unit procedure shall also include time frames for the LEP contact to respond or to elevate the question to the DOEO. The DOEO shall provide technical assistance to the LEP contact or solicit additional assistance from the Director's Office or the Office of the Attorney General.

M. Issue Resolution

1. ***Work unit level process:*** Work units shall create a procedure outlining an LEP issue-resolution process that shall be used to resolve a concern or dispute arising from any action or inaction taken by Department staff in administering programs or providing services. The work unit process shall be the Level I resolution process.
 - a. **Level I:** The Level I procedure shall require that Department customers are advised in writing of the appropriate procedure to raise an LEP-related concern. This notification also advises the customer of their right to file a complaint at any point in time with the federal agency responsible for the program for which they are applying.
 - b. Work units shall ensure that any forms needed to request review of LEP-related decisions are available at any location in which work unit customers may receive services.
 - c. The work unit shall conduct the Level I procedure in a language that is understandable by the person raising the concern. The work unit shall make appropriate use of interpreter services, contracted provider services, or other resources needed to facilitate the dispute resolution process.
 - d. The Level I process shall include the following:

The manager in charge at the site where an LEP-related concern is filed or his or her designee will review the complaint with the assistance of the work unit LEP contact. Staff shall reduce oral complaints to writing and shall place them in the appropriate case record. At any point in the process, the manager is empowered to resolve the complaint using methods and practices outlined in the Department LEP policy and the work unit LEP procedures. It is the intention of the Department and the work unit that most LEP issues will be resolved at this level. The Level I resolution process shall be completed no later than three days following the day of receipt of the complaint unless the LEP customer requests a delay in the process. The manager shall ensure that all reasonable measures are pursued to immediately verbally notify the LEP customer of the outcome of the issue resolution. The Department shall provide a written confirmation of the decision within five business days.
2. ***Department Level Process:*** The Department process is initiated whenever a LEP customer expresses in writing to the Department that the work unit attempt to resolve the issue at the Level I process has not met their need. This LEP issue escalation process ensures the rights of LEP customers to have concerns resolved in their preferred language. Inherent in this process is the availability of the DOEO to assist either the Department or the LEP customer in resolving a concern. This process conforms to other issue resolution/grievance processes in regard to required time frames, based upon the program(s) from which the LEP customer is seeking service.
 - a. **Level II:** If no resolution can be reached at Level I, the notification to the LEP customer shall include the right to pursue the grievance, the time frames, and the process to request verbally or in writing an Executive Leader review and decision. The Executive Leader may request assistance from the DOEO with the cooperation of the work unit LEP contact. Level II action shall occur within five working days of receipt of the request for review of the Level I decision from the LEP customer.

The Executive Leader shall ensure that the LEP customer receives written notice of the outcome of the Level II review and advises the LEP customer of the method and time frame to obtain a Level III review.

- b. **Level III:** In the rare instances where no resolution can be accomplished at the Level II review, the LEP customer may request a final decision from DOEO. If the LEP customer is not satisfied with the DOEO-proposed resolution, the DOEO will again inform the LEP customer of their rights to file with the appropriate federal agency. This process will be completed within five working days of receipt of the request for review of the Level II decision from the LEP customer.

N. Reporting

Work units shall submit no less than annually a report to the DOEO detailing the information required in Section VI.K. of this policy. Work units shall utilize the departmental monitoring survey instrument, which identifies all mandatory points of review for each work unit. The DOEO shall report the results to the Director and the Department's Policy and Planning Administration (PPA).

**City of Glendale-Community Action Program
Administrative Methodology**

2.0 Administrative Methodology:

2.2.1 One or two pages describing how culturally relevant and linguistically appropriate services will be provided and indicate how clients will have ready access to services considering their diverse languages, cultures and geographic locations.

The Glendale Community Action Program (CAP) office ensures that services are accessible to all Glendale residents who need assistance, which includes providing linguistic translation and cultural awareness, as well as ensuring that the clients are not denied services due to the lack of transportation. The CAP staff provides homebound and outreach services to the Glendale community in situations where disability or lack of transportation prevents a potential client from receiving assistance at the CAP office location. The CAP office is on the city bus line for easy access.

CAP assesses clients needing bi-lingual assistance as those whose proficiency in speaking, reading, writing, or understanding English, as a result of national origin, is such that it would deny or limit their meaningful access to programs and services if language assistance were not provided. The Glendale CAP is fortunate to have six bilingual Spanish-English staff members who work directly with clients. Additionally, CAP provides instruction materials, forms, and resource brochures in English and Spanish when necessary. The CAP phone system allows residents to call an automated phone system with a Spanish option to obtain program information and appointment procedures. If a potential client speaks in a language other than Spanish, a reasonable attempt will be made by the Glendale CAP office to secure a translation service for that person, whether it is a paid professional or a qualified community volunteer.

The Glendale CAP staff is diverse itself and has taken advantage of the opportunity to participate in various diversity and cultural training sessions through the City of Glendale Human Resources Department. Staff also attends and participates in regular community gatherings and special events throughout the city. These educational opportunities have positioned the CAP staff to better understand the clients served, which has enhanced their cultural sensitivity and the level of service provided to our clients.

2.2.2 One or two paragraphs describing the Applicants organizational structure including key staff members.

The Glendale CAP is the designated Community Action Agency for the City of Glendale. The CAP division falls under the Community Services Department within the city government. The CAP Manager reports to the Director of Community Services. Effective July 1, 2015, as displayed on the itemized service budget, the key staff that directly supports the CAP mission and administration in operating programs include: CAP Manager, Management Aide, Community Eligibility Specialist, (3) Community Eligibility Workers, and clerical support. Community Action Program also has strong support with the city's Finance and Technology Department, Human Resources, Community Revitalization Division, Community Housing Division, and City Attorney's

City of Glendale-Community Action Program Administrative Methodology

Office. The CAP serves as the federal grant applicant in securing funding for affiliated agency programs such as the Emergency Solutions Grant program (ESG) and the Community Development Block Grant program (CDBG) with funding for emergency rent mortgage assistance. The CAP has the experience in administering direct service funds each year to provide onsite services that include providing case management, client advocacy, financial and budget assistance, food, shelter and clothing resources to Glendale residents.

Glendale CAP's main focus and primary functions are in four distinct program areas: Community Services, Emergency Services, Housing Programs and Case Management services that target low-income individuals and families in the Glendale city limits. In fiscal year 2013-14 CAP utilized \$839,557 in direct funds to assist Glendale low-income residents (through utility, rent/mortgage, or homeless/deposit programs). The CAP also works with a variety of organizations and provides space at its location for these agencies to provide its clients with additional services and programs to become self-sufficient.

2.2.3 One or two paragraphs describing how client/recipient confidential information will be maintained.

The Glendale CAP's current procedures for protecting clients' and/or recipients' confidentiality complies with all state, federal, and local regulations governing client confidentiality, and the agency will continue to do so as a direct sub-recipient of the State of Arizona, Department of Economic Security (DES). The client/recipient confidential information is maintained in the Glendale CAP "authorized access-only" office, which is secured by a locked door separating it from the lobby. All clients are escorted into the secured area by staff and also are escorted out when they leave. All client/recipient information is maintained behind this secured, locked door in the employee work area of the building. All files are secured in a centralized file cabinet, which is locked at the end of the business day to prevent unauthorized access. Files in process are also secured in the locked file cabinet at the end of the work day. It is important to note that client/recipient confidential information will only be used to verify eligibility and to determine the level of assistance the client/recipient will receive and only by properly trained persons whose duties require access to this information. Furthermore, client/recipient confidential information will be protected to ensure that it is utilized solely for official purposes and not disclosed in any way that would violate the privacy of the affected individuals. Employees' computers are password protected and client data is secured on a city-controlled server.

City of Glendale-Community Action Program Administrative Methodology

All new CAP staff members are provided training on agency procedures to safe-guard client confidentiality; additionally, current staff receives refresher training during annual staff retreats. As employees of the city, all staff must pass a background check conducted by the Glendale Police Department and the Arizona Department of Economic Security Central Registry. In addition, all CAP staff is required to attend ethics training and sign a confidentiality agreement. Glendale CAP staff will participate in conference calls and attend meetings initiated by DES/DAAS to ensure client/recipient confidentiality is maintained. The CAP client/services database application maintains client demographics, case notes and service records. Every staff person has passwords to gain access to the system. Access to reports or other sensitive information is limited to specific user groups. CAP complies with a Confidential Policy at all times. All emails are considered a public document, and therefore, prohibit the use of full client names and limit the information included within an email. In the event the client needs information released to agencies, a signed client release of information form is available at the City Clerk's Office as a public request. A copy of this form is maintained in client files.

**City of Glendale-Community Action Program
Administrative Methodology**



**CITY OF GLENDALE
COMMUNITY ACTION PROGRAM**

CLIENT CONFIDENTIALITY PROCEDURE

The City of Glendale, Community Action Program has access to client's identifiable information and such should be treated in a professional and confidential manner. All client information will be stored in a place physically secure. Only the Community Action Program staff will have access to client information.

Electronic information shall be secured and processed in such a way that unauthorized persons cannot retrieve information by means of computer, remote terminal or other source.

All emails are considered a public document, and therefore, prohibit the use of full client names and limit the information included within an email.

Precaution will be taken to insure that only authorized Community Action Program personnel are given access to on-line files. Disclosure of confidential material or any abuse may constitute a basis for disciplinary action up to and including immediate dismissal.

Employee's computers are password protected. Client data is maintained on a city controlled server, protected from public access.

Client files and/or confidential information pertaining to the client's services or personal information will not be disclosed to any agency or person, unless written authorization is completed by the client.

**City of Glendale-Community Action Program
Administrative Methodology**

2.2.4 One or two paragraphs describing the Applicant's Information Technology equipment and capabilities, consistent with the requirements of the Scope of Work.

As a division within the City of Glendale, the CAP uses the most current version of the Microsoft Office and Outlook for scheduling and email services, and has full access to the Internet. It also complies with the federal copyright laws applicable to software licenses and intellectual property rights. It currently can and will continue to use existing city technology to transmit all DES reports via Microsoft Word, Excel, database software and in "Adobe.pdf" format, as required by the state. It anticipates no interruption in DES reporting requirements and will hand-deliver any documents, as necessary. Again, this will follow all Scope of Work reporting requirements required by the state to convey Microsoft-based text, spreadsheet documentation, and access information to and from DES, DHHS Office of Community Services, and other web sites. The City of Glendale also has data protections in accordance with industry best practices to ensure the security, integrity and reliability of data stored at the city in full compliance with all DES requirements.

2.2.5 One or two paragraphs describing the Applicant's competitive bidding procedures including time frames used to select subcontractors.

Although the Glendale CAP provides all services directly by staff and does not intend to subcontract any CAP services, it does follow all federal, state, and city procurement policies required of it for the purchase of all goods and services. In the event that the Glendale CAP should decide to subcontract any of its work, it will work with the City's Materials Management Division to ensure all federal, state and local procurement requirements are met.

2.2.6 One or two paragraphs describing the process used to ensure that direct service subcontractors are in compliance with contractual requirements and CAP policies, including specifically how and when on-site monitoring will be conducted (if direct services are subcontracted for all or part of a service (s)).

Glendale CAP provides all CAP services directly by CAP staff, not subcontracted agencies.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.0 Service Methodology:

3.2 Community Services:

3.2.1 For the services of Community Services, submit the following:

3.2.2 No more than one page describing the procedure used by the Applicant to develop and maintain a Tripartite Governing Board (for Private, Non-Profit Agencies), or an Advisory Board (for public agencies).

The City of Glendale follows a Council-Manager form of Government, which means daily program administration is the responsibility of the City Manager and his/her designee, while policy is established by the Mayor and City Council. As a division of municipal government, the Glendale Community Action Program (CAP) reports to the Director of the Community Services Department.

The City of Glendale Community Action Program has been developing and implementing community action plans since 1966 with the guidance of the volunteer initiated Glendale Development Advisory Board. As the state designated recipient of CSBG funds for the first time in FY10-11, the City of Glendale recognized the need to formalize a Governing Board that included representation from elected officials, low income households, and neighborhoods of the geographic areas served by the CAP. The city has, by official ordinance, expanded the membership and functions of the Community Development Advisory Committee (CDAC), an established City Council-appointed advisory group that operates as an officially appointed city commission, and meets all the state board requirements. It is important to note that in Glendale, all city-sanctioned boards, commissions and committees are the responsibility of the City Council Government Services Committee (GSC). The GSC consists of three City Council members who meet on a monthly basis to discuss committee vacancies and possible appointments so that the group membership is balanced and reflective of Glendale as a community.

The staff liaison to the Community Development Advisory Board is the Glendale CAP Manager. This individual is responsible for working with the advisory board to ensure it has the information it needs to provide feedback as to the provision of services and case management, and to provide information as to the general direction of the program. The members of the advisory board work with the GSC to seek applicants for any vacancies on the board. All appointments to the board are currently two years in length. New members are selected by majority of the GSC and appointed by the Mayor and Council.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.2.3 One or two paragraphs describing the democratic selection process used to ensure Board participation from representatives of low income neighborhoods.

A democratic process is in place to ensure that low-income members are representative of all geographic areas of Glendale. The City-Council appointed advisory board represents the Mayor and Councilmembers, neighborhood representatives from the geographic areas of the city receiving CSBG and CAP services, low income households, the Glendale Elementary School District, business, faith and non-profit representatives. Any group or individual that may have a concern about adequate representation of the community as part of the membership of the committee may speak directly to the committee at its regularly scheduled monthly meetings. Every agenda includes a posted "Business from the Floor" item during which the public may speak. The public may also contact a member of the Glendale City Council or the City Council's Government Services Committee regarding petitioning, representation or appointment on CDAC.

The CDAC publicly announces the nomination process to the population and communities they serve. This is done via press release, word of mouth, web-based announcements, community presentations, neighborhood newsletters distributed at each of the City's three public housing complexes, and postings in and around city facilities (the City's public branch libraries, the CAP office, Community Housing, Community Revitalization), and other non-profit agencies providing services to the low-income such as the Salvation Army, St. Vincent DePaul, Glendale's Hope For Hunger Food Bank and the YWCA.

3.2.4 A narrative of no more than one page describing how the Applicant ensures that the Board fully participates in the development, planning, implementation, and evaluation of the programs and services to serve low-income communities.

The City of Glendale Community Action Program has been developing and implementing Community Action plans since 1966 with the guidance of the Glendale Development Advisory Committee. Its main functions are to support and encourage programs to improve community health; to encourage and work towards educational development of the community; to enhance the social standing of the low-income persons in the community; to develop the cultural heritage of the citizens of the community; to create recreational opportunities for citizens of the community; and to recommend appropriate applications for grants or programs.

The members of CDAC also encourage citizens, voluntary associations, and public agencies to work together and cooperatively on the health, recreational, cultural, economic, educational, social, and related problems and needs, which may impact low-income members of the community. The board meets a minimum of 4 times per year. The success of the Glendale CAP is in part attributable to the interaction of community.

The CDAC board consists of individuals who represent its primary geographic community service areas and all other low-income persons throughout the city. Through their regular meetings, the board participates in program development decisions, agency

**City of Glendale-Community Action Program
Service Methodology – Community Services**

planning and program evaluation. The CAP Manager regularly updates board members on program progress, problems and successes. They also assist with new CAP projects and make suggestions. The board suggestions are shared by the CAP Manager, with the Director of Community Services Department, City Departments, and other non-city agencies as necessary.

The CDAC board may also evaluate programs through onsite visits. Board members also participate with Glendale CAP staff to conduct needs assessments, for community needs and in activities in association with the Arizona Community Action Association. As mentioned in section 3.2.2, in FY 2010-11, the City of Glendale established a Council-appointed advisory board. This enabled CDAC to more authoritatively continue its role, as stated in this section, and to make recommendations to the City Council regarding programs and services to low-income persons.

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.2.5 A roster of Board members demonstrating which segment of the community each represents, i.e., public elected official, low-income representative, members of business, industry, labor, religious, etc.

Organization	Name/Address	Phone Number
Cholla District	Cathy Cheshier 5896 W. Del Lago Circle Glendale, AZ 85308	(602) 390-5111
Neighborhood Ocotillo Low-Income Representative	Dorlisa Dvorak 5915 W. Orangewood Ave. Glendale, AZ 85301	(623) 986-1157
	Vacant/Secretary	
Neighborhood Yucca Representative	Cherie Hudson/Chairperson 5504 N. 69 th Avenue Glendale, AZ 85303	(623) 738-9076
Cactus District	Chuck Jared 4447 W. Rancho Dr. Glendale, AZ 85301	(602) 696-3337
Barrel District	Ronald A. Jauregui 5826 W Evergreen Glendale, AZ 85302	(602) 499-0806
Mayoral Cholla District	Pattie Johnson-Vice Chair 22354 N 71 Ln. Glendale, AZ 85310	(623) 561-5357
Yucca District	Sharyn Nesbitt 7308 W Reade Ave. Glendale, AZ 85303	(623) 255-5875
Glendale Elementary School District-Ocotillo District	Dr. Sue Pederson 7301 N 58 Ave. Glendale, AZ 85301	(623) 915-5427
Neighborhood Ocotillo Low Income Representative	Marcellous Sanders Jr. 6033 W Bethany Hm. Rd. #601 Glendale, AZ 85301	(623) 206-9409
Neighborhood Ocotillo Low Income Representative	John B. Torres 6630 N 53 Ave. #B Glendale, AZ 85302	(602) 696-7019
Sahuaro District	Matthew C. Versluis 5636 W Shaw Butte Dr. Glendale, AZ 85304	(623) 486-3449

**City of Glendale-Community Action Program
Service Methodology – Community Services**

3.2.6 A schedule of planned Board meetings for the first contract year.

The Glendale Community Development Advisory Committee meets as necessary but at minimum four times per year on the third Thursday of the month. The board complies with open meeting law requirements. Meeting notices are posted within the City Clerk's Office schedule. The board will meet at minimum in August 2015, October 2015, January 2016 and April 2016.

3.2.7 A narrative of no more than one page describing the service delivery system for services provided or coordinated with CSBG funds.

Glendale residents can call 24-hours per day the CAP automated phone system at 623-930-2854, which has bilingual informational recordings and instructions on how to obtain an appointment for services. Glendale CAP staff provides case management and emergency services, and social services for individuals and families residing in the city, who are unable to meet basic needs or to resolve other crisis situations.

Utility, rent, mortgage, crisis programs are accessed by an "Education Workshop" held every month, depending on funding/appointment availability. The workshops are held to educate residents on the different programs, guidelines/requirements for rent, mortgage and utility assistance programs. Each client is provided with an appointment and the guidelines/requirements.

Once an appointment is obtained, the CAP staff provides case management services. Clients are introduced to case management services during an initial assessment appointment designed to address both immediate, emergency situations as well as longer-term issues. The assessment appointment allows caseworkers to determine eligibility for services and to provide relief from the immediate crisis. Glendale maintains an ongoing, year-round capacity for providing immediate financial assistance to clients by utilizing a broad base of funding resources.

Once the immediate crises are mitigated, the client is assessed for longer-term case management services. Through established case management practices, caseworkers seek to develop a coordinated, integrated plan of action, which enables clients to achieve and sustain self-supporting rating across all areas of the "Arizona Self-Sufficiency Matrix". As a procedural framework, this case management model consists of a series of steps, which maximize capacity to produce the desired outcomes that have been mutually agreed upon by the client and the caseworker.

As part of a greater commitment to provide high-quality services to all Glendale residents, the Glendale CAP ensures its service delivery systems are characterized by cultural competence and geographic accessibility.

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3.2.8 No more than two paragraphs describing the Needs Assessment process within the service area, the method to prioritize needs, and how the results of the most recent needs assessment will be incorporated in the Applicant's Community Action Plan.

The Glendale CAP staff relies on a variety of available reports, surveys, government information, and citizen input to complete its needs assessment of low-income people within the community. These sources include, but are not limited to the Maricopa Association of Governments (MAG) service priorities and planning documents, the U.S. Census Bureau, the Arizona Community Action Association (ACAA) Poverty Report, Arizona Department of Economic Security (ADES) reports and statistical bulletins, the City's Five-Year consolidated plan, CDBG Annual Action Plan, and Public Housing Administrative Plan.

Currently this year, the city is working on the FY2015/16 – 2019/20 City of Glendale Five-Year Consolidated Plan, in which the city will host public hearings dedicated to collecting resident input on human service's needs. Members of the non-profit community, city staff and the public will participate to offer input on neighborhood preservation, workshop development, homelessness prevention, transitional housing services and the efficient use of resources. This information will be shared with all city departments and used to assess the CAP priorities for funding and programming, by the Community Development Advisory Committee. Over the course of this year 2015, the Glendale CAP is participating within the city's 5 year consolidated plan to ensure that CAP is adequately targeting its funding with respect to the CAP annual plan, programs, and services.

3.2.9 No more than two paragraphs describing how linkages will be developed to fill gaps in services through the provision of information, referrals, case management, and follow up consultations.

The Glendale, CAP has always been a leader in providing social services to Glendale residents. To better assist our clients, the CAP has established a large and diverse array of partnerships and linkages with neighborhood groups, local non-profit agencies, faith-based organizations and other government agencies.

The CAP has continually facilitated agency coordination efforts so that information, referrals and strong linkages with other agencies are readily available to assist clients. For example, the Glendale CAP has an agency collaboration group that meets throughout the year and is active in assessing if effective delivery of social services is being provided. The group discusses current programs, emergency issues and exchanges, and shares valuable program information on services that each individual agency provides. The information sharing adds to strengthen our linkages with the community. CAP staff is actively engaged within the community and annually hosts the Glendale Family Health and Resource Fair. This event includes presentations from many social service agencies on their programs, eligibility requirements and referral process.

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This resource fair is beneficial for both clients and the agencies in learning the various programs with the community. Glendale CAP staff also conducts continuous client follow-up throughout the year on program referrals to other social service agencies within the community.

3.2.10 No more than two paragraphs describing how CSBG funds will coordinated with other public or private resources.

The CSBG funding has always served as the core funding for Glendale CAP. Even so, the Glendale CAP is able to accept other funding, which complements its core mission. For example, an additional funding of \$129,104 in direct service funds was awarded to CAP in FY2013-14 under the Emergency Solutions Grant program (ESG) to assist families with eviction/foreclosure prevention and rapid rehousing to prevent families from being homeless. In FY2013-14, CAP also received \$75,000 in CDBG funds for eviction/foreclosure prevention. Additionally, Glendale CAP currently provides LIHEAP, TANF/STCS and Neighbors Helping Neighbors programs. As assessed during the normal intake process, the needs of the clients are matched with these services as appropriate and necessary. CSBG funding that is allocated for these programs through the state grant will be used to assist those clients that meet the criteria as established in the CAP intake process. And, if necessary, clients are referred to the other services of non-profits and funding sources that can additionally meet their needs.

The CSBG funds also allow the CAP to leverage staff support to cooperate with several private and faith-based organizations that have become active in our "Agency Collaboration" group. These agencies include: Maricopa Integrated Health Systems, United Health Care Plan, APS, SRP, SWG, Triple Crown Sports, Wings of Love, Disabled American Veterans, Glendale Elks Lodge, Vineyard Church and Community Church of Joy. In recent years, the CAP also has collaborated with local businesses and other non-profit organizations to provide holiday help to many low income families through events such as JC Penny Santa Shop day, Thanksgiving food baskets; Christmas food baskets; Back to School Back-Packs and other community events. While these private organizations do not have funds to cover administration costs, they do provide in-kind donations that benefit our clients. CAP staff work on the recruitment, organization and planning processes for these events in order to serve more Glendale residents in the community.

3.2.11 No more than two paragraphs describing how the Applicant will provide, on an emergency basis, for the provision of such supplies, services of nutritious foods, and related services, as may be necessary to counteract conditions of starvations and malnutrition among low-income individuals.

Glendale CAP staff is well trained on the food stamp eligibility and makes hundreds of referrals each year to that program. CAP staff is trained and certified by the St. Mary's Food Bank Alliance to provide direct emergency food box referrals for immediate family needs that are discovered during client interviews. Glendale CAP staff also makes referrals to other supplemental programs such as: Glendale's Hope for Hunger Food

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Bank, Government Surplus Food, Vineyard Church, Salvation Army, St. Vincent DePaul, and Y.W.C.A.'s Congregate Meals Program at the Glendale Community Center, Meals on Wheels, Glendale Schools Free/Reduced lunch programs, and WIC that provides for special nutritional needs of pregnant women.

3.2.12 No more than two paragraphs describing how the Applicant will, to the extent possible, coordinate programs and form partnerships with other agencies serving low-income residents, including religious organizations, charitable groups, and community based organizations.

Glendale CAP is a leading agency in facilitating and coordinating programs to develop partnerships that benefit our residents. Many partnerships have been developed and have been in place for years. New partnerships are established each year through our collaboration meetings. Our partnerships efforts continuously assist clients that are need of social services. Faith based groups such as: Salvation Army, St. Vincent De Paul, The Vineyard and Community Church of Joy are important partners with Glendale CAP, as they also, provide emergency assistance. Many times clients are helped with both Glendale CAP and faith based resources to resolve their crisis situation. State agencies, primarily the Arizona Department of Economic Security (DES), are very close partners with Glendale CAP in referring clients between agencies. Through our collaboration efforts we have established a very close relationship with the DES-Unemployment Benefits Office. The Glendale CAP staff can verify information for the individual clients that we are determining eligibility for in a very timely process.

Another crucial partnership is with DES-Family Assistance Administration in which CAP staff has the ability to access the DES- mainframe-AZTECS. This enables Glendale staff to obtain confidential information and verification of state benefits (i.e.-SNAP, Cash, Medical insurance) very quickly so that CAP staff can determine eligibility for CAP emergency programs. Due to the recent economic crisis, many agencies have gone paperless. This in turn has created a delay for clients in providing the necessary information needed to determine eligibility. These coordinated efforts are allowing CAP staff to assist many clients who are currently receiving and also qualify for CAP services. Through our combined efforts, we are successful in producing guarantee payments to utility companies within a 48-72 hour timeline, thus preventing disconnection of utility services for many Glendale residents.

3.2.13 Identify ROMA performance targets and any related indicators that will be used to measure the Applicant's performance in achieving the six CSBG national goals.

The Glendale CAP will continue to participate in the Results Oriented Management and Accountability System for measuring performance and results of programs and services. The Glendale CAP shall pursue the six national goals outlined in federal law:

**City of Glendale-Community Action Program
Service Methodology – Community Services**

Goals	Performance Measures
Low-income People Become More Self-Sufficient	<ul style="list-style-type: none"> • Participants seeking employment & obtained a job • Participants gained health coverage through employment • Participants experienced an increase in an annual income as a result of earnings • Participants experience an increase in annual income as a result of regular child support payments
The Conditions in Which Low-Income People Live are Improved.	<ul style="list-style-type: none"> • Safe & affordable housing units in the community improved through weatherization or rehabilitation • Accessible “living wage” jobs created or retained in the community • Accessible & affordable healthcare services/healthcare facilities-placement opportunities created & maintained
Low Income People Own a Stake in Their Community	<ul style="list-style-type: none"> • Low income people purchased a home • Homes received repairs that improved living environment
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.	<ul style="list-style-type: none"> • Established commitments with partner organizations to provide resources for clients
Agencies Increase Their Capacity to Achieve Results	<ul style="list-style-type: none"> • Increased staffing resources through use of volunteers • Dollar amount mobilized by CAP including CSBG, State programs, local funding, private sources, Non-CSBG Federal programs
Low-Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.	<ul style="list-style-type: none"> • High-energy burden alleviated through utility assistance programs • Families maintained stability in their homes through eviction prevention programs • Elderly/Disabled maintained independent living situation as a result of CAP services

**City of Glendale-Community Action Program
Service Methodology - Case Management**

3.3 Case Management:

3.3.1 For the service of Case Management, submit the following: Reflect services provided by the Applicant as well as the Applicant's subcontractors.

3.3.2 A narrative describing the Applicant's client intake procedures:

1. Reasonable Accommodations: City of Glendale CAP will reasonably accommodate clients who cannot visit the office during regular business hours. City of Glendale CAP staff, depending on availability, may adjust their working hours to accommodate clients who cannot make an appointment during regularly scheduled business hours. Special accommodations are provided to the homebound, elderly, or handicapped individuals.

2. Access to Services: The Glendale Program Manager ensures that an eligibility worker is available for client emergencies at all times. CAP staff will be assigned alternating schedules in order to attend off site meetings and trainings to ensure that a worker is available for client emergencies. In the event that a client leaves a message, CAP staff will return all emergency requests for assistance the same business day and all other requests for general information within 72 hours.

3. Scheduling of Appointments: Glendale CAP staff provides case management and emergency services on site, at 5850 W Glendale Avenue, Suite B-51, in Glendale. The Glendale CAP has intake availability on Monday through Thursday; Intakes for Homebound/medical clients are completed on Fridays. CAP services are provided by appointment. The CAP automated phone system 623-930-2854 is available 24 hours per day and has public voice recordings that instruct clients on how to obtain an appointment for services.

4. Process to assist in a crisis situation: Glendale CAP Staff conducts interviews on a daily basis in which clients present a crisis and they are immediately assessed by the caseworker. Once the crisis is assessed the worker determines actual needs to remedy the situation. Either by CAP services/programs available or direct referrals to outside agencies.

5. Process to assist when funds are depleted: Glendale CAP staff is very familiar with other community resources provided in the area by the faith-based community, DES offices, food banks, and other agencies. In the event, that STCS or LIHEAP funds are not available, Glendale staff facilitates referrals to these other agencies by making phone contact to ensure that funding is available. The Glendale caseworkers will advocate for the client by calling agencies that participate within our agency collaboration group. In some cases when appropriate, caseworkers assist the client in making payment arrangements with landlords or utility companies until other resources are identified.

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6. Information and referral assistance for applicants/walk-ins clients: Glendale CAP is well trained in the availability of other community resources which include our agency collaboration efforts. When interviewing clients or in response to their phone calls CAP staff provides names, phone numbers for these other agencies and make appropriate referrals. Agency information resources list are always available for walk-in request/and or client interviews.

7. Services at alternative sites: Glendale CAP does not subcontract services nor provide services at alternative sites.

8. Rights and Responsibilities: Glendale CAP staff advises applicants of their rights and responsibilities, grievance procedures during the client interview process. The caseworker also provides the client with a copy of their rights and responsibilities form that the client/applicant signs during the interview.

9. Client missing documentation: The caseworker will advocate and work with the client to obtain necessary documents in order to determine eligibility. In the event the document is not available, the client is rescheduled for the next available appointment on Tuesday or Thursday.

3.3.3 A description of no more than two pages describing the Applicant's case management model:

1. Case management is a partnership between a client and a caseworker. Case management actively involves the client in all phases of the process including assessment, problem-solving, development of the case plan and resource development. The case complexity is determined by the level of caseworker involvement that is required to resolve the presenting problems.

All clients seeking services will be assessed to determine the extent and scope of the client's crisis and what services should be directed to resolve the crisis. The self-sufficiency matrix will help identify short, medium and long-term goals. If a client requires financial assistance, the client will be scheduled for an appointment.

2. Assessment is an ongoing process in which the client participates. The purpose is to understand people in relation to their environment. It is a basis for planning what needs to be completed to maintain, improve, and bring about change in the person, the environment or both. Assessments must include the following aspects.

a. The client first completes a questionnaire that asks for basic household information and what services are being sought. The client then completes a self-assessment form to define their current situation. These tools as intended to enhance both the quality of the assessment made and the resulting plan of action.

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Service Methodology - Case Management**

- b. The Self-Sufficiency Matrix is used to quantify the degree and extent of the presenting and underlying problems scored on thirteen domains using a ten-point scale.
- c. A brief case note will provide a summary of the assessments and what actions will be taken or, in some cases, not taken to address any identified issues.

Clients and case workers work together to develop the case plan and to identify short, medium and long-term goals. This plan is intended to assist the household to secure and maintain meaningful employment, attain an adequate education, obtain and maintain adequate housing and a suitable living environment, and move closer to self-sufficiency. Target dates for goal accomplishments are also set. These goals are commented in the case file by the case worker. The clients sign an agreement to participate in the case management process. The assigned case worker routinely follows up on cases that are in process. Documentation on in-person meetings and telephone contacts also are noted in the case file. The case worker also documents a client's progress in reaching goals and any problems encountered.

When an assessment indicates the client's case falls within the "Extended Case Management" definition, and the client is willing to engage in the case management process, a more comprehensive approach is taken. These cases require a higher level of support based upon two core case management constructs:

- a) The degree to which the caseworker will be able to provide structure and guidance to help the client resolve their presenting problem(s).
- b) The degree to which the development and completion of a case plan is expected to help a client gain greater self-sufficiency as defined by positive movement in one or more matrix assessment domains.

For extended case management, a more comprehensive plan will be developed in partnership with the caseworker and client, and must be based upon and supported by the information gathered in the clients' assessment process. The caseworker and the client will identify goals, the needed tasks to reach each goal as well as identify responsible parties. As progress is made and circumstances change additional steps may be added to advance the plan towards the client's case management objective.

Each caseworker will maintain on-going regular contact and this contact will be documented in the case notes. Caseworkers' document notes on all actions taken with or on behalf of the client.

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3. The caseworkers and clients mutually agree on the closure of case plans when the majority of identified goals are accomplished or when, for various reasons, the client decides to no longer participate in the case management process. The case manager documents progress made by the client in the case file as well as the case closure date.

4. Resource development is the identification of additional services and/or agencies which will help the client successfully achieve their case objectives. Resources should include both general resources as well as unique resources specific to a client's needs.

The Glendale CAP uses referrals to other agencies extensively in order to promote clients helping themselves become self-sufficient. The communication and coordination greatly assist CAP clients with information, services and other direct benefits offered by other community agencies. CAP staff will provide the client with an agency information form that contains agency names, addresses and phone numbers for assistance needed. CAP staff participates in local networking meetings and is able to act as an advocate for the client. The case worker will check on the outcome of referrals made. These outcomes will be documented in client case files.

5. A supervisor is responsible for timely and regular monitoring of case management services. This includes, but is not limited to, case staffing and case record reviews in order to insure consistent quantity and quality of work. The supervisor has the added responsibility of training, evaluating, correcting, coaching, and encouraging casework staff as appropriate.

3.3.4 A description of proposed ROMA performance outcomes and any other indicators that demonstrate how case management services, and the components of case management services will assist in achieving the six CSBG national goals.

The case managers work together with the client in developing case plans and goals through case management and case follow up. The caseworker is able to determine progress throughout the year, by using the self-sufficiency matrix scores which in turn can be reflected on the ROMA outcome report and within the individual case files.

The annual ROMA outcome report is used throughout the year to determine how many clients accomplish the six CSBG national goals. See attached ROMA report form.

3.3.5 Case management tools to be used in the completion of an individual household assessment of needs, case planning, monitoring, and final closure of the household case plan.

- Client Assessment Form
- Client Application
- Self-Sufficiency Matrix
- Case Action Plan

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3.3.6 A client satisfaction survey/tool to be used and a description of how and when it will be used.

The Glendale CAP provides a client satisfaction survey to any/all residents seeking CAP Services. Surveys are available in the CAP office lobby and during the client interviews. When surveys are returned, results will be reviewed, and client concerns identified, and a determination made on how to address them.

Surveys are used as an important performance measure to measure the effectiveness of our programs and services. Information obtained is shared with CAP staff, the Glendale CDAC members and then used for implementation and changes to CAP programs.

**City of Glendale-Community Action Program
Service Methodology - Case Management**



City of Glendale-Community Action Program

Thank you for taking the time to complete this very important survey. Your thoughts and opinions are important.

1. Which of the following CAP programs have you been assisted with?

- Energy Assistance
- Telephone Assistance (TAP)
- Property Tax Credit (PTC)
- URRD (Utility Repair, Replacement and Deposit Program)
- Referral Services
- Rent/Mortgage Assistance
- First Month's Move-In Costs
- Other: _____

2. Please rate the following by circling a number from 1-5 (with 5 being the highest rating, 1 the lowest)

Courteous CAP staff	5	4	3	2	1
Convenient access to CAP office	5	4	3	2	1
Responsiveness of CAP staff to your requests	5	4	3	2	1

3. How long did it take to get an appointment? _____

- 4. Was the Education Workshop beneficial to you?** Yes No
- 5. Were program guidelines clear?** Yes No
- 6. Were questions answered to your understanding?** Yes No
- 7. Do you find the resources provided helpful?** Yes No
- 8. Was CAP able to meet one or more of your needs?** Yes No

9. Do you have any suggestions with regards to CAP or services?

Comments: _____

10. Do you have any community needs in your neighborhood?

Comments: _____

May we contact you for additional feedback? Yes No

Name: _____ Phone: _____

(Optional)

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- 3.3.7 A description of how the Utility Assistance Program and the STCS Program services will be available to serve clients on an on-going basis, throughout the entire contract period.**

The CAP Manager closely monitors direct service funds monthly, to ensure availability throughout the year. The CAP Manager allocates the utility funding sources based on months of highest historical needs (i.e. July, August, and September) for utility assistance. All expenditures are closely monitored to ensure once funds are exhausted, referrals to other social services agencies are offered.

- 3.3.8 Client grievance policy and procedures and a description of how clients are made aware of their right to appeal decisions made by the Applicant.**

As part of Glendale CAP intake process, caseworkers advise clients of their rights and responsibilities during the initial client interview. If the client has a concern and would like to speak with a supervisor, the caseworker provides the client with the CAP Manager's contact information or offers to take a message for the manager. The client is advised that the CAP Manager will return the call within 72 hours. In the event concerns are brought to the manager and are not resolved on this informal level, the client is provided the written process for filing their concern in writing.

The Glendale CAP written grievance procedure is then followed in order to resolve client concerns.

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3.3.9 A narrative describing how Client Satisfaction Survey data is shared with the tripartite/advisory board and how it will be used in program planning.

Client satisfaction surveys are reviewed annually and shared with City Management and the Glendale Community Development Advisory Committee. The data collected is an indicator of the agency's progress in designing programs that meet client needs. It is also used in the development of the annual needs assessment and CAP plan.

This data is also a good indication of client response to services that were provided and any changes that need to occur.

Attachment 9



February 12, 2015

Arizona Department of Economic Security
Division of Aging and Adult Services
1789 W Jefferson Street, Site Code 950A
Phoenix, AZ 85007

Pursuant to section 5.1 of the application, I certify that the City of Glendale has sufficient funds available to meet vendor obligations while awaiting payment from Department of Economic Security. As well, I certify that our internal accounting software is able to provide sufficient detail on individual transactions to ensure they are in accordance with programmatic budget amounts.

Sincerely yours,

A handwritten signature in black ink, appearing to be "Tom Duensing".

Tom Duensing
Director of Finance and Technology



5.0 Additional Required Documents:

4. Notices are to be sent to:

City of Glendale-Community Action Program
Rebecca H. Daniel, Program Manager
5850 West Glendale Avenue, Suite B-51
Glendale, Arizona 85301
623-930-2853
623-930-2141 (fax)
Rdaniel@glendaleaz.com

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE:

Case Management (CMG-CAP)

Agency: City of Glendale-Community Action Program

Contract Period: 07/01/2015 - 06/30/2016

1. **PERSONNEL**

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	Comm. Elig. Specialist	\$56,952	\$56,952	\$56,952
1	1.00	Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
1	1.00	Management Aide	\$40,666	\$40,666	\$40,666
1	0.50	Comm. Elig. Rep.	\$17,571	\$17,571	\$17,571
Pay increase (5%)				\$7,517	\$7,517
TOTAL PERSONNEL				\$157,847	\$157,847

2. **EMPLOYEE RELATED EXPENSES**

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 40.9555% of \$157,847)	\$64,647	\$64,647
TOTAL EMPLOYEE RELATED EXPENSES		\$64,647	\$64,647

3. **PROFESSIONAL AND OUTSIDE SERVICES**

ITEM	BASIS	TOTAL COST	DES COST
Security Service Charges	In-House Security-CAP Not being charged at this time	\$0	\$0
Temporary Employment Charges	Temp. staff support with outside vendor	\$5,193	\$5,193
Office Equipment	Includes maintenance on copier, printer and repairs for office equipment with outside vendor \$325/quarter	\$1,300	\$1,300
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$6,493	\$6,493

4. **TRAVEL**

ITEM	BASIS	TOTAL COST	DES COST
Motor Pool Vehicles	CAP Estimated miles/yr.= \$2,570 (Motor Pool is not being charged at this time)	\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. **SPACE**

ITEM	BASIS	TOTAL COST	DES COST
Office Space	Rent, Electricity, Refuse - \$2,080/mo. x 12 mos.	\$24,960	\$0
TOTAL SPACE		\$24,960	\$0

6. **EQUIPMENT**

ITEM	BASIS	TOTAL COST	DES COST
Computer Charges	CAP-60 Annual fees	\$15,000	\$15,000
	P/C Tech. Replacement	\$2,519	\$0
TOTAL EQUIPMENT		\$17,519	\$15,000

7. **MATERIALS AND SUPPLIES**

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$295.08/month 12 mos.	\$3,541	\$2,185
Postage/Duplicating	\$79.58/month 12 mos.	\$955	\$800
TOTAL MATERIALS AND SUPPLIES		\$4,496	\$2,985

8. OPERATING SERVICES				
ITEM	BASIS	TOTAL COST	DES COST	
Member Dues	ACAA Annual Membership \$400 & ACAA Conference \$185 x 7	\$1,695	\$1,695	
Telephone/Qwest Charges	\$303.08/month 12 mos.	\$3,637	\$0	
Cell Phone Charges	\$45/month 12 mos.	\$540	\$0	
Insurance Fire & Liability	\$5.50/month 12 mos.	\$66	\$0	
TOTAL OPERATING EXPENSES		\$5,938	\$1,695	

9. INDIRECT COSTS				
ITEM	BASIS	TOTAL COST	DES COST	
N/A		\$0.00	\$0.00	
TOTAL INDIRECT COSTS		\$0	\$0	

10	SUBTOTAL ADMIN COST	\$281,900	\$248,667	
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11. VOUCHERS				
ITEM		TOTAL COST	DES COST	
TANF		\$55,000	\$55,000	
LIHEAP		\$569,407	\$569,407	
LIHCON		\$0	\$0	
LLVG		\$0	\$0	
NHN		\$1,475	\$1,475	
City of Glendale-ESG/CDBG		\$80,000	\$0	
ACAA		\$100,506	\$0	
TOTAL VOUCHERS		\$806,388	\$625,882	

12.	TOTAL SERVICE COST/DES TOTAL COST:	\$1,088,288	\$874,549	
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REVENUE SOURCES:			
DES - DAAS	\$874,549	\$874,549	
ACAA	\$100,506		
City of Glendale	\$33,273		
City of Glendale ESG/CDBG	\$80,000		
TOTAL REVENUE:	\$1,088,328	\$874,549	

ITEMIZED SERVICE BUDGET

CONTRACT SERVICE: Community Services (CSV-CAP)

Agency: City of Glendale Community Action Program

Contract Period: 07/01/2015 - 06/30/2016

1. PERSONNEL

Number of Positions	FTE Level	Position Title	Total Salary for the Contract Period	TOTAL SERVICE COST	DES COST
1	1.00	CAP Administrator	\$75,650	\$75,650	\$75,650
1	1.00	*Comm. Elig. Rep.	\$35,141	\$35,141	\$35,141
Pay increase 5%*Excludes New Position				\$3,783	\$3,783
TOTAL PERSONNEL				\$114,574	\$114,574

2. EMPLOYEE RELATED EXPENSES

ITEM	BASIS	TOTAL COST	DES COST
Various fringe benefits	(Average: 36.601% of \$114,574)	\$41,935	\$41,935
TOTAL EMPLOYEE RELATED EXPENSES		\$41,935	\$41,935

3. PROFESSIONAL AND OUTSIDE SERVICES

ITEM	BASIS	TOTAL COST	DES COST
Temporary Employment Charges	Temporary staff support with outside vendor	\$28,649	\$28,649
TOTAL PROFESSIONAL AND OUTSIDE SERVICES		\$28,649	\$28,649

4. TRAVEL

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL TRAVEL		\$0	\$0

5. SPACE

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL SPACE		\$0	\$0

6. EQUIPMENT

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL EQUIPMENT		\$0	\$0

7. MATERIALS AND SUPPLIES

ITEM	BASIS	TOTAL COST	DES COST
General Office Supplies	\$156/month 12 mos.	\$1,872	\$1,872
TOTAL MATERIALS AND SUPPLIES		\$1,872	\$1,872

8. OPERATING SERVICES

ITEM	BASIS	TOTAL COST	DES COST
N/A		\$0	\$0
TOTAL OPERATING EXPENSES		\$0	\$0

9. <u>INDIRECT COSTS</u>				
	ITEM	BASIS	TOTAL COST	DES COST
	N/A			
TOTAL INDIRECT COSTS			\$0	\$0
10.	SUBTOTAL ADMIN COST		\$187,030	\$187,030

11. <u>VOUCHERS</u>				
	ITEM		TOTAL COST	DES COST
	N/A		\$0	\$0
TOTAL VOUCHERS			\$0	\$0
12.	TOTAL SERVICE COST/DES TOTAL COST:		\$187,030	\$187,030

<u>REVENUE SOURCES:</u>		
DES - DAAS	\$187,030	\$187,030
City of Glendale	\$0	
TOTAL REVENUE:	\$187,030	\$187,030



State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; **AND**
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

New Request New Location (Additional Mail Code) Change (Select the type(s) of change from the following: Tax ID Legal Name Entity Type Minority Business Indicator Main Address Remittance Address Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) [] - [] - [] OR Federal Employer identification Number (FEIN) 86 - 6000247

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* City of Glendale

Entity Type Must Select One of the Following (Coding (X#) is for internal purposes only)

Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) State of Arizona employee (1E) STATE HRIS EIN []

Corporation NOT providing health care, medical or legal services (5A) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)

Corporation providing health care, medical or legal services (5M) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)

Partnership, LLP or Partnership organized as LLC or PLLC (5C) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)

An international organization or any of its agencies/instrumentalities (5U) Other: Tax Reportable Entity (5P) Description Municipality

The US or any of its political subdivisions or instrumentalities (2G) Other: Tax Exempt Entity (5H)

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

Small Business (01) Small, Woman Owned Business- Hispanic (31) Minority Owned Business- African American (04)

Small Business- African American (23) Small, Woman Owned Business- Native American (33) Minority Owned Business- Asian (32)

Small Business- Asian (24) Small, Woman Owned Business- Other Minority (11) Minority Owned Business- Hispanic (74)

Small Business- Hispanic (25) Woman Owned Business (03) Minority Owned Business- Native American (15)

Small Business- Native American (27) Woman Owned Business- African American (17) Minority Owned Business- Other Minority (02)

Small Business- Other Minority (05) Woman Owned Business- Asian (18) Non-Profit, IRC §501(c) (88)

Small, Woman Owned Business (06) Woman Owned Business- Hispanic (19) Non-Small, Non-Minority or Non-Woman Owned Business (00)

Small, Woman Owned Business- African American (29) Woman Owned Business- Native American (21)

Small, Woman Owned Business- Asian (30) Woman Owned Business- Other Minority (08) Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed **Remittance Address** Where payment is to be mailed Same as Main

DBA/Branch/Location Finance Department DBA/Branch/Location Miscellaneous A/R

Address 5850 W Glendale Ave Address 5850 W Glendale Ave

City Glendale State AZ-ARIZONA Zip code 85301 City Glendale State AZ-ARIZONA Zip code 85301

Vendor Contact Information

Name Tom Duensing Title Director of Finance and Technology

Phone # (623) 930-2116 Ext. [] Fax (623) 915-2827 Email TDuensing@glendaleaz.com

Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature [Signature] Title Director of Finance and Technology Date 2/17/2015

STATE OF ARIZONA: AGENCY USE ONLY - AGENCY AUTHORIZATION

State HRIS EIN 27286 Print Name Camille Kowal Signature Camille Kowal

AGY ADES Title Manager Phone # 602-543-6634 Email ckowal@azdhs.gov Date 3/27/15

STATE OF ARIZONA: GAO USE ONLY

IRS TIN Matching Corporation Commission Vendor Number [] Processed by [] Date Processed []

HRIS GAO-03 Other

EXHIBIT A

DEFINITIONS

- 1.0 ACC – The Arizona Administrative Code.
- 2.0 COATES – Community Opportunities, Accountability, Training and Educational Services Act of 1998, Public Law 105-285.
- 3.0 CSBG – The Community Services Block Grant Act (42 U.S.C. § 9901 *et seq.*), as amended by Public Law 105-285
- 4.0 Community Action Agency (CAA) – A designated eligible entity as described under the federal Community Services Block Grant Act.
- 5.0 Community Action Plan – A document submitted by the Community Action Agencies to the Community Services Administration in order to receive the sub-grants or contracts from the Community Services Administration grant provided under Section 676 of the Community Services Block Grant Act.
- 6.0 Comprehensive and Coordinated Service System – A system for providing all necessary supportive services within a Planning and Service Area.
- 7.0 DES EN-005 Application For Benefits – The standardized application for benefits used by DES to obtain client demographic and financial information from program applicants.
- 8.0 Designated LIHEAP contractor – An agency designated to provide utility assistance services in a specified geographic service area, as described under the Community Opportunities, Accountability, Training and Educational Services Act of 1998.
- 9.0 Eligible Individual – An individual who meets the requirements for a particular service or program as outlined under state and federal law.
- 10.0 Formal Services – Formal services are those services that are provided by an agency or organization.
- 11.0 Informal Resources – Informal resources are considered family and friends.
- 12.0 Planning and Service Area – A geographical area in the state or state jurisdiction that is designated by the Community Services Administration for the purposes of planning, development, and overall administration of services under an approved Title XX, Social Services Plan.
- 13.0 Private, non-profit CAAs – A designated Community Action Agency that has been established and maintained as a 501(c)(3) as recognized by the Internal Revenue Service.
- 14.0 Public CAAs – A designated Community Action Agency that is a unit of Local Government such as a municipality, or a County Government.
- 15.0 ROMA – Results Oriented Management and Accountability is a system established by the federal Department of Health and Human Services for the purpose of tracking and reporting outcomes of the Community Services Block Grant.
- 16.0 State Agency – Department of Economic Security – The agency designated to develop and administer the State Plan which is the focal point for services targeted to low-income individuals and families in the state.
- 17.0 Linguistically Appropriate and Culturally Relevant – Respect and responsiveness to explicit cultural and linguistic needs of individuals that is reflected in behaviors, attitudes, and policies that form an agency service system. Such a system enables the agency, to work effectively in cross-cultural situations. The agency will offer culturally compatible service delivery in taking into account distinct nuances and differing values, behaviors, expectations, and life skills that are often rooted in varied cultures.

ARIZONA DEPARTMENT OF ECONOMIC SECURITY
Division of Aging and Adult Services - Community Action Program

STAPLE HERE

APPLICATION FOR SERVICES

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK

DES USE ONLY

APPLICANT'S SOC. SEC. NO. DATE OF APPLICATION (MM/DD/CCYY) WORKER'S ID NO. SERIAL NO.

APPLICANT'S NAME (Last, First, M.I.)

APPLICANT'S MAILING ADDRESS (No., Street, Apt. No.)

(City, State, ZIP)

APPLICANT'S RESIDENTIAL ADDRESS (No., Street, Apt. No.)

(City, State, ZIP) COUNTY

PHONE NO. (include area code) BIRTH DATE (MM/DD/CCYY) ETHNIC CODE (1)* HOUSEHOLD SIZE GENDER M F HOMELESS Yes No

DO YOU LIVE IN PUBLIC HOUSING OR PROJECT SUBSIDIZED HOUSING Yes No DO YOU MAKE UTILITY PAYMENTS Yes No MONTHLY UTILITY COST (L/HEAP only) \$

FAMILY TYPE (3)* - HH HOUSING (4)* - HH EDUCATION (5)* - APPLICANT DATE IN STATE (MM/DD/CCYY) APPLICANT DATE IN COUNTY (MM/DD/CCYY) - APPLICANT

INCOME TYPE - HH

Employment only Employment and benefits Other income No income CA (TANF) SSI Social Security Pension Unemployment NA

Was the applicant provided with energy education brochures and/or a brief energy education? Yes No MIGRANT FARM WORKER - HH SEASONAL FARM WORKER - HH

If custodial single parent in household, was referral made to child support services? Yes No Yes No

INCOME INFORMATION

PRIOR 90 DAYS FROM/INCLUDING APPLICATION DATE TIME FRAME

From (30th day): To (Application date):

Income By HH Member's name	Income Source (Name and Phone No.)	Method of Verification (HC, CC, YV, CS)	Frequency (e.g., Monthly, Bi-weekly, Weekly)	Day Received (e.g., Mon, Tue, etc.)	Date and Gross Amount Received Per Check	Gross Amount Received (Before Deductions)
						\$
						\$
						\$
						\$

The client meets which poverty guidelines: 125% 150%

INCOME INFORMATION NOTES

Total Household Gross Income: \$

HOUSEHOLD INFORMATION

STAPLE HERE

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK.

APPLICANT	100% SSI	Name (Last, First, MI)	Gender	Date of Birth (MM/DD/CCYY)	High School Graduate	High School Grad	Civilian Status	Health Insurance
1. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
2. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
3. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
4. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
5. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
6. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
7. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
8. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
9. HOUSEHOLD MEMBER	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No
10. DESCRIBE EPISODE OF NEED	<input type="checkbox"/> M <input type="checkbox"/> F							<input type="checkbox"/> Yes <input type="checkbox"/> No

*Codes/definitions on back of Page 3

Distribution: ORIGINAL - DES/CSA (Contracted Agency), CANARY - Agency's Client File, PINK - Client's Copy, GOLDENROD - Subagency's Copy

Equal Opportunity Employer/Program
See reverse of EN-005-3 for Americans with Disabilities Act (ADA) Disclosures.

PAYMENT INFORMATION

STAPLE HERE

PLEASE PRINT LEGIBLY IN BLACK OR BLUE INK				APPLICANT'S NAME (Last, First, M.I.)		APPLICANT'S SOC. SEC. NO.		
Account No.	Voucher No.	Vendor's Code	Vendor's Name	Billing Name	Service Code	Budget Code	Amount	Need Guarantee
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No
							\$	Yes No
VENDOR/PAYEE'S NAME (Check to be issued to)				VENDOR/PAYEE'S MAILING ADDRESS (No., Street, Apt. No.)		FEI NO. (Mandatory)		
				(City, State, ZIP)		ACTUAL MONTHLY RENT/MORTGAGE		

Has the household received STCS services in the prior 12 months? Yes No If yes, what agency? APPROVED DENIED

APPLICANT'S STATEMENT OF TRUTH

Under penalty of perjury and acknowledged by my signature below, I swear or affirm that the statements made regarding the persons in my home, and the income, resources, property and all other items that pertain to my possible eligibility for benefits are true and correct to the best of my knowledge.
Bajo penalidad de perjurio y reconocido por mi firma abajo, yo juro o afirmo que las declaraciones hechas en cuanto a las personas en mi hogar, y los ingresos, los recursos, propiedad y todas cosas demás que pertenecen a mi elegibilidad posible por beneficios son verdaderas y ciertas según mi leal entender y saber.

RELEASE OF INFORMATION

I authorize the Department of Economic Security and/or delegate agency to contact any source necessary to establish the accuracy of the information given by me. Furthermore, I authorize any landlord or utility company to which payment of credit on my behalf may be made to release information regarding my current account including, but not limited to, billing information to the State of Arizona, or its contract designee. I understand that the Arizona Department of Economic Security may use information provided on this form for purposes of research, evaluation, and analysis.

Yo autorizo al Departamento de Seguridad Económica y/o la agencia designada para comunicarse con cualquier fuente necesaria para establecer la exactitud de la información que le proveo. Además, autorizo a cualquier propietario o servicio público a lo que se efectuaría un pago de crédito por mi parte para divulgar información en cuanto a mi cuenta actual incluso pero no limitarse a, información, de facturación al Estado de Arizona o su designado contratado. Entiendo que el Departamento de Seguridad Económica de Arizona puede usar la información provista en este formulario para los propósitos de estudios, evaluación y análisis.

APPLICANT'S SIGNATURE _____ DATE _____

WORKER'S STATEMENT

I have interviewed the applicant and have explained the following: His/her right to the appeal process. I have also advised the applicant of any penalties for fraud and/or misrepresentation. I have completed my investigation of the financial eligibility as required by program rules and regulations.

WORKER'S SIGNATURE _____ DATE _____
 REVIEWER'S ID NO. _____ DATE _____

CODES AND DEFINITIONS

HH = Household

(1) Ethnic Code	(2) Crisis (LIEKAP Supplemental only - Choose only one)	(3) Family Type	(4) Housing Type	(5) Education
1 White	1 Loss or reduction of income or public assistance benefits	1 Single parent/female	1 Rent	1 00-08
2 Black	2 Unexpected and unplanned expenses	2 Single parent/male	2 Own	2 09-12 (Non-graduate)
3 Native Amer.	3 Health and Safety condition	3 Two-parent household	3 Homeless	3 High School graduate/GED
4 Hispanic		4 Single person	4 Other	4 12 + some college/trade school
5 Asian		5 Two adults (no minor children)	5 Other	5 College Graduate
6 Other		6 Other		

NASCSP INCOME TYPE: (Income received by all household members in the last 30 days, including the date of application.)

Special note: "Employment" and "Benefits" cannot both be checked.

Employment = Check if any income was from employment, including self-employment.

Employment & Benefits = Check if any income was from employment AND benefits (also check all that apply in the Benefits - HH box; CA (TANF), SSI, Social Security, Pension, Unemployment).

Other Income = Check if any income is from child support, alimony/spousal maintenance, temporary Workmans' Compensation, or rental income.

Special note: If "no income" is checked, no other item in "Income Type" or "Benefits" may be checked

No Income = Check if there was zero income.

NASCSP BENEFITS: (Benefits received by any household member in the last 30 days.)

CA (TANF) = Formerly AFDC

SSI = Supplemental Security Income (administered by the Social Security Administration)

Social Security = Any other income received from the Social Security Administration.

Pension = Any retirement income, permanent Workmans' Compensation, permanent disability insurance payments.

Unemployment = Unemployment Insurance Benefits administered by DES

NASCSP NA: Nutrition Assistance is not part of "Benefits" section. Check if anyone in the household received Nutrition Assistance in the last 30 days, including the date of application.)

INCOME INFORMATION:

HC = Hard Copy of document is in client file.

VV = Visual Verification of documentation was made. All required facts are noted on application. Reason for visual verification is noted in client file.

CS = Client Statement was used as last resort. Notification of client and caseworker efforts to acquire document/information are noted on application and in client file.

CC = Collateral Contract verifying information is documented and in client file.

EN-005-2

(6) Last grade completed	(7) Ethnic Code	(8) Citizenship Status
00-08	1 White	1 U.S. Born/Naturalized
09-12 (Non-graduate)	2 Black	2 Eligible Legal Resident
High School graduate/GED	3 Native American	3 Non-eligible Legal Resident
12 + some college/trade school	4 Hispanic	
College Graduate	5 Asian	
	6 Other	

Equal Opportunity Employer/Program * Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 542-6000; TTY/TDD Services: 7-1-1.

**Completion Instructions for FES-1000AFORFF
CONTRACTOR'S EQUIPMENT LIST**
(Capital and Stewardship Equipment Items)

A. Purpose.

To facilitate the inventory control of capital and stewardship equipment purchased with Department contract funds.

B. Completion.

The following sections must be completed by the contractor within 30 days of acquisition of equipment purchased with contract funds and annually thereafter until the contract's termination. At the contract's conclusion date, an end-of-contract inventory is completed. ALL INFORMATION IS TO BE TYPED. All items are self-explanatory except:

CONTRACTOR'S NAME. Enter legal name and DBA (*doing business as*) name.

FEI OR SSN. Enter the federal employer identification number or social security number as applicable.

DES CONTRACT NO. Enter the contract number through which the equipment was purchased or acquired.
INVENTORY DATE. Enter the date form is prepared.

DES ASSET NO. Leave blank. This number will be entered by the Department. If the Department has previously provided a number, enter it.

ITEM DESCRIPTION. Enter the type of item and model number.

ACQUISITION DATE. Enter the acquisition date of purchased equipment item.

PHYSICAL LOCATION. Enter the address where the equipment is located. Do not use a "P.O. Box" designation.

TOTAL ITEM COST. Enter the total cost of the equipment item.

DES CONTRACT COST. Enter the amount of contract funds used to acquire the item.

CONTRACTOR'S SIGNATURE. The individual delegated authority for the inventory control must sign the form.

Shaded area is to be completed by DES staff.

C. Routing.

The contractor submits the form to the DES Program Division/Administration Contract Unit within 30 days of the acquisition of the item and annually thereafter. Upon receipt, the DES Program Division/Administration will forward the completed form to the Fleet and Equipment Services Unit, DBF, at site code 812Z-1.

Equal Opportunity Employer/Program ♦ Under Titles VI and VII of the Civil Rights Act of 1964 (Title VI & VII), and the Americans with Disabilities Act of 1990 (ADA), Section 504 of the Rehabilitation Act of 1973, and the Age Discrimination Act of 1975, the Department prohibits discrimination in admissions, programs, services, activities, or employment based on race, color, religion, sex, national origin, age, and disability. The Department must make a reasonable accommodation to allow a person with a disability to take part in a program, service or activity. For example, this means if necessary, the Department must provide sign language interpreters for people who are deaf, a wheelchair accessible location, or enlarged print materials. It also means that the Department will take any other reasonable action that allows you to take part in and understand a program or activity, including making reasonable changes to an activity. If you believe that you will not be able to understand or take part in a program or activity because of your disability, please let us know of your disability needs in advance if at all possible. To request this document in alternative format or for further information about this policy, contact (602) 271-0597; TTY/TTD Services: 7-1-1.

Exhibit D

COMMUNITY
ACTION
PLAN

SFY 20__

Community Action Plan

I. Organization: _____

ADES Contract No: _____

State Fiscal Year Covered by this Community Action Plan: SFY _____

II. Executive Summary

A. Community Action Agency Director: _____

Address: _____

Phone: _____

FAX: _____

B. CSBG Contact Person: _____

Address: _____

Phone: _____

FAX: _____

III. Statement of CSBG Assurances

As part of the annual Community Action Plan required by Section 676 of the Community Services Block Grant Act, as amended, (42 U.S. C. 9901 et seq.), the chief executive of this Community Action Agency hereby agrees to the Assurances outlined below:

A. Programmatic Assurances

1. The CAA assures that funds made available through the CSBG will be used to:

Support activities that are designed to assist low-income families and individuals, including homeless families and individuals, migrant or seasonal farm workers, and elderly low-income individuals and families; [‘676(b)(1)]

Please select and provide a description of how such activities will enable families and individuals:

to remove obstacles and solve problems that block the achievement of self-sufficiency;

Description:

to secure and retain meaningful employment;

Description:

to attain an adequate education, with particular attention toward improving literacy skills of the low-income families in communities involved, which may include carrying out family literacy initiatives;

Description:

to make better use of available income;

Description:

to obtain and maintain adequate housing and a suitable living environment;

Description:

to obtain emergency assistance through loans, grants, or other means to meet immediate and urgent family and individual needs;

Description:

to achieve greater participation in the affairs of the communities involved, including the development of public and private grassroots partnerships with local law enforcement agencies, local housing authorities, private foundations, and other public and private partners;

Description:

to address the needs of youth in low-income communities through youth development programs that support the primary role of the family, give priority to the prevention of youth problems and crime, and promote increased community coordination and collaboration in meeting the needs of youth, and support development and expansion of innovative community-based youth development programs that have demonstrated success in preventing or reducing youth crime; [‘676(b)(1)]

to make more effective use of, and to coordinate with, other programs related to the purposes of CSBG, (including State welfare reform efforts); [‘676(b)(1)]

Please provide information describing how the CAA will carry out this assurance:

4. The CAA assures that the agency will, to the maximum extent possible, coordinate programs with and form partnerships with other organizations serving low-income residents of communities and members of the groups served by the State, including religious organizations, charitable groups, and community organizations; [‘676(b)(9)]

Please provide information describing how the CAA will carry out this assurance:

included collection of existing data to describe the community demographics and assets, a review of existing community assessments to determine needs identified in the past and identification of the current social, employment and health in the community. In addition to existing data sources, X number of key informant interviews were conducted, a service provider survey was completed by 37 providers in our service area and three focus groups were held. Finally, information gained from Community Forums conducted by Arizona State University on behalf of the Arizona Community Action Association was incorporated into the findings of the Assessment.

Service gaps were identified based an analysis of 1) the social, health and employment indicators, 2) perceptions of the key informants, and 3) the community input from focus groups and the Community Forum.

In preparing the Community Action Program 2010 Plan, the results of the assessment were reviewed by the CAP Advisory Board and CAP management to determine priorities relative to the Community Services Block Grant Funding. The process for prioritizing included:

- 1.
- 2.
- 3.

b. Please indicate the date this community needs assessment was finalized:

____ / ____ / ____
Month Day Year

7. The CAA assures that the agency will administer the community services block grant program through a tripartite board that fully participates in the development, planning, implementation, and evaluation of the program to serve low-income communities; ['676B]

a. Please provide information describing how the CAA will carry out this assurance:

b. Please provide the current Tripartite Board Roster and contact information immediately below:

Tripartite Board Roster

Board Member Name	Address	Telephone Number	Indicate No More than One: *Low -Income Rep *Elected Official *Business or Industry	Indicate Length of Term and Term Limit End Date
1.				
2.				
3.				
4.				
5.				
6.				
7.				
8.				
9.				
10.				
11.				
12.				
13.				
14.				
15.				

c. Please describe the democratic selection process used to elect a low-income representative on the tripartite board:

- d. Please attach a copy of the current board by-laws as an addendum to this document and indicate when these by-laws were last reviewed and revised:

_____/_____/_____
Month Day Year

B. Administrative Assurances

1. The CAA assures that unobligated funds carried forward into the following State Fiscal Year (SFY) for expenditure will be consistent with program purposes; ['675 (C) superseded by Public Law 107-116]
2. The CAA assures that it will comply with the terms of any contract with the State, with the State plan, and to meet appropriate administrative standards, performance goals, financial management requirements, and other requirements established by the State (including performance objectives); ['678C(a)]
3. The CAA assures that it will establish fiscal control and fund accounting procedures necessary to assure the proper disbursement of accounting for Federal and State funds paid to the CAA, including procedures for monitoring funds provided under the CSBG; ['678D(a)]
4. The CAA assures that it will participate in Results Oriented Management and Accountability Practices for the purpose of measuring performance and results. This includes defining outcomes under the six national goals that promote self-sufficiency, building agency capacity, and community revitalization; ['678E(a)(1)(A) and '678E(a)(1)(B)]
5. The CAA assures that it will repay the State amounts found not to have been expended in accordance with the CSBG Act, or the State may offset such amounts against any other amount to which the CAA is or may become entitled under the CSBG program; [679C(a)]
6. The CAA assures that CSBG funds will not be used for the purchase or improvement of land, or the purchase, construction, or permanent improvement (other than low-cost residential weatherization or other energy-related home repairs) of any building or other facility; ['678F(a)]
7. The CAA assures that programs assisted by community services block grant funds shall not be carried out in a manner involving the use of program funds, the provision of services, or the employment or assignment of personnel in a manner supporting or resulting in the identification of such programs with any partisan or nonpartisan political activity or any political activity associated with a candidate, or contending

faction or group, in an election for public or party office; any activity to provide voters or prospective voters with transportation to the polls or similar assistance with any such election, or any voter registration activity; [‘678F(b)]

8. The CAA assures that no person shall, on the basis of race, color, national origin or sex be excluded from participation in, be denied the benefits of, or be subjected to discrimination under, any program or activity funded in whole or in part with community services block grant funds. Any prohibition against distribution on the basis of age under the Age Discrimination Act of 1975 or with respect to an otherwise qualified individual with a disability as provided in Section 504 of the Rehabilitation Act of 1973 shall also apply to any such program or activity; [‘678F©]
9. The CAA assures that religious organizations will be considered on the same basis as other non-governmental organizations to provide assistance under the program so long as the program is implemented in a manner consistent with the Establishment Clause of the first amendment of the Constitution; not to discriminate against an organization that provides assistance under, or applies to provide assistance under the community services block grant program on the basis that the organization has a religious character; and not to require a religious organization to alter its form of internal government except as provided under the CSBG Section 678B or to remove religious art, icons, scripture or other symbols in order to provide assistance under the community services block grant; [‘679]
10. The CAA assures that it will comply with the requirements of Public Law 103-227, Part C Environmental Tobacco Smoke, also known as the Pro-Children Act of 1994, which requires that smoking not be permitted in any portion of any indoor facility owned or leased or contracted for by an entity and used routinely or regularly for the provision of health, day care, education or library services to children under the age of 18 if the services are funded by a Federal grant, contract, loan or loan guarantee. The CAA further agrees that it will require the language of this certification be included in any sub-awards, which contain provisions for children’s services and that all sub-contractors shall certify accordingly.

Signature

Authorized Signatory/Director of the Agency

Date

IV. Narrative Plan To Implement Assurances

1. Administrative Structure

Please provide a description of the CAA as an organization, its primary functions, mission, responsibilities, organizational structure, and its association as a part of a larger entity if appropriate;

2. Program Overview

A. Service Delivery System

Please provide a description of the service delivery system for services provided or coordinated with CSBG funds, targeted to low-income individuals and families in the community; [‘676(b)(3)(A)] This should include services to be provided, current programs, geographical location, population demographics, and socio-economic factors existing in the area;

B. Subcontracting Agencies

Please identify subcontracting agencies, CSBG funding levels, and services provided by each agency.

SUBCONTRACTING AGENCIES

AGENCY NAME ADDRESS TELEPHONE NUMBER	SERVICES PROVIDED	CSBG FUNDS AWARDED
1.		
2.		
3.		
4.		
5.		
6.		
7.		
8.		
9.		
10.		
11.		
12.		
13.		
14.		
15.		
16.		
17.		
18.		
19.		
20.		
21.		
22.		
23.		
	TOTAL	

3. Linkages

Please provide information which describes how linkages will be developed to fill identified gaps in the services, through the provision of information, referrals, case management, and follow up consultation; [‘676(b)(3)(B)]

4. Coordination of Funds

Please provide information which describes how CSBG funds will be coordinated with other public and private resources; [‘676(b)(3)(C)]

V. Results Oriented Management and Accountability (ROMA) Performance Measures

Please attach a copy of the ROMA Catalog and specify the performance measures the CAA will report in the timeframe covered by this Community Action Plan, to measure agency success in achieving the six OCS National Community Action Goals.

Goals	Community Needs / Gaps in Service	Performance Measures
Low-income People Become More Self-Sufficient		
The Conditions in Which Low-Income People Live are Improved.		
Low Income People Own a Stake in Their Community		
Partnerships Among Supporters and Providers of Service to Low-Income People are Achieved.		
Agencies Increase Their Capacity to Achieve Results		
Low-Income People, Especially Vulnerable Populations, Achieve their Potential by Strengthening Family and Other Supportive Systems.		

Exhibit E

Part II: Outcome of Efforts, FY 20 - Quarter				
National Performance Indicators - Agency Level Forms				
Name of Agency Reporting: _____				
Goal 1: Low-income people become more self-sufficient.				
National Performance Indicator 1.1 Employment The number and percentage of low-income participants in Community Action employment initiatives who get a job or become self-employed, as measured by one or more of the following:	A.) Number of Participants Enrolled in Program(s) (#)	B.) Number of Participants Expected to Achieve Outcome in Reporting Period (#)	C.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	D.) Percentage Achieving Outcome in Reporting Period [C / B = D] (%)
A. Unemployed and obtained a job (Pg.16)				#DIV/0!
B. Employed and maintained a job for at least 90 days (Pg.17)				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits (Pg.17)				#DIV/0!
D. Achieved "living wage" employment and/or benefits (Pg.18)				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Goal 1: Low-income people become more self-sufficient.		
National Performance Indicator 4.2	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome in Reporting Period
Employment Supports		
The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by one or more of the following:	(#)	(#)
A. Obtained skills/competencies required for employment (Pg.21)		
B. Completed ABE/GED and received certificate or diploma (Pg.21)		
C. Completed post-secondary education program and obtained certificate or diploma (Pg.21)		
D. Enrolled children in before or after school programs (Pg.22)		
E. Obtained care for child or other dependant (Pg.22)		
F. Obtained access to reliable transportation and/or driver's license (Pg.22)		
G. Obtained health care services for themselves or family member (Pg.23)		
H. Obtained safe and affordable housing (Pg.23)		
I. Obtained food assistance (Pg.23)		
J. Obtained non-emergency LIHEAP energy assistance (Pg.24)		
K. Obtained non-emergency WX energy assistance (Pg.24)		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX) (Pg.24)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 1: Low-income people become more self-sufficient.						
National Performance Indicator 1.3						
Economic Asset Enhancement and Utilization						
The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance, and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:						
	A.) Number of Participants Enrolled in Program(s)	B.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C.) Number of Participants Achieving Outcome in Reporting Period (Actual)	D.) Percentage Achieving Outcome in Reporting Period (C / B * 100)	E.) Aggregated Dollar Amounts (Payments, Credits, or Savings)	
	(#)	(#)	(#)	(%)	(\$)	
E N H A N C E M E N T	1. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits (Pg.27)			#DIV/0!		
	2. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments (Pg.27)			#DIV/0!		
	3. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings (Pg.27)			#DIV/0!		
In the rows below, please include any additional indicators that were not captured above.						
				#DIV/0!		
				#DIV/0!		
				#DIV/0!		

Goal 1: Low-income people become more self-sufficient.								
	National Performance Indicator 1.3 (Continued)		B.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C.) Number of Participants Achieving Outcome in Reporting Period (Actual)	D.) Percentage Achieving Outcome in Reporting Period [C / (B - D)]	E.) Aggregated Dollar Amounts (Payments, Credits, or Savings)		
	Economic Asset Enhancement and Utilization	A.) Number of Participants Enrolled in Program(s)	(#)	(#)	(#)	(%)	(\$)	
U T I L I Z A T I O N	1. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days (Pg.27)					#DIV/0!	N/A	
	2. Number and percent of participants opening an individual Development Account (IDA) or other savings account (Pg.28)					#DIV/0!	N/A	
	3. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings (Pg.28)						#DIV/0!	
	4. Of participants in a Community Action assets development program (IDA and others): (Pg.28)	N/A						
	a. Number and percent of participants capitalizing a small business with accumulated savings (Pg.28)	a.					#DIV/0!	
	b. Number and percent of participants pursuing post-secondary education with accumulated savings (Pg.28)	b.					#DIV/0!	
	c. Number and percent of participants purchasing a home with accumulated savings (Pg.29)	c.					#DIV/0!	
	d. Number and percent of participants purchasing other assets with accumulated savings (Pg.29)	d.					#DIV/0!	
In the rows below, please include any additional indicators that were not captured above.								
						#DIV/0!		
						#DIV/0!		
						#DIV/0!		

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Improvement and Revitalization Increase or safeguarding of threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following	Number of Projects or Initiatives (#)	Number of Opportunities and/or Community Resources Preserved or Increased (#)
A. Jobs created, or saved, from reduction or elimination in the community (Pg.32)		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community (Pg.32)		
C. Safe and affordable housing units created in the community (Pg.33)		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy (Pg.33)		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination (Pg.33)		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination (Pg.34)		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation (Pg.34)		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education (Pg.35)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:	Number of Program Initiatives or Advocacy Efforts (#)	Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets (Pg.37)		
B. Increase in the availability or preservation of community facilities (Pg.38)		
C. Increase in the availability or preservation of community services to improve public health and safety (Pg.38)		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods (Pg.38)		
E. Increase in or preservation of neighborhood quality-of-life resources (Pg.39)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		
National Performance Indicator 2.3 **NEW INDICATOR** Community Engagement The number of community members working with Community Action to improve conditions in the community	Total Contribution by Community (#)	
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives (Pg.41) B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours) (Pg.41)		
National Performance Indicator 2.4 **NEW INDICATOR** Employment Growth from ARRA Funds The total number of jobs created or saved at least in part by ARRA funds in the community	Number of Jobs (#)	
A. Jobs created at least in part by ARRA funds (Pg.43)		
B. Jobs saved at least in part by ARRA funds (Pg.43)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 3: Low-income people own a stake in their community.

National Performance Indicator 3.1 **NEW INDICATOR** Community Enhancement through Maximum Feasible Participation The number of volunteer hours donated to Community Action	Total Number of Volunteer Hours (#)
Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income) (Pg.44)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 3.2 Community Empowerment through Maximum Feasible Participation The number low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	Number of Low-Income People (#)
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts (Pg.46)	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance (Pg.47)	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance (Pg.47)	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action (Pg.47)	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

National Performance Indicator 4.1 Expanding Opportunities through Community-Wide Partnerships The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes. (Pg. 49)	Number of Organizational Partnerships (#)
Non-Profit	
Faith Based	
Local Government	
State Government	
Federal Government	
For-Profit Business or Corporation	
Consortiums/Collaboration	
Housing Consortiums/Collaboration	
School Districts	
Institutions of post secondary education/training	
Financial/Banking Institutions	
Health Service Institutions	
State wide associations or collaborations	
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above. <i>Please describe these partnerships in Goal 4 Notes.</i>	
The total number of organizations CAAs work with to promote family and community outcomes	0

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1 Agency Development The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following: (Pg. 52)	Resources in Agency (#)
Number of C-CAPs	
Number of ROMA Trainers	
Number of Family Development Trainers	
Number of Child Development Trainers	
Number of staff attending trainings	
Number of board members attending trainings	
<i>Hours</i> of staff in trainings	
<i>Hours</i> of board members in trainings	
In the rows below, please include any additional indicators that were not captured above. <i>Please describe these measures in Goal 5 Notes.</i>	

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.1 Independent Living	Number of Vulnerable Individuals Living Independently
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:	(#)
A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over) (Pg.55)	
B. Individuals with Disabilities (Pg.55)	
Ages: 0-17	
18-54	
55-over	
<i>In the rows below, please include any additional indicators that were not captured above.</i>	

National Performance Indicator 6.2 Emergency Assistance	Number of Individuals Seeking Assistance	Number of Individuals Receiving Assistance
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:	(#)	(#)
A. Emergency Food (Pg.59)		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources (Pg.59)		
C. Emergency Rent or Mortgage Assistance (Pg.59)		
D. Emergency Car or Home Repair (Le. structural, appliance, heating system, etc.) (Pg.59)		
E. Emergency Temporary Shelter (Pg.60)		
F. Emergency Medical Care (Pg.60)		
G. Emergency Protection from Violence (Pg.60)		
H. Emergency Legal Assistance (Pg.61)		
I. Emergency Transportation (Pg.61)		
J. Emergency Disaster Relief (Pg.61)		
K. Emergency Clothing (Pg.62)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.						
National Performance Indicator 6.3			A.) Number of Participants Enrolled in Program(s)	B.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	C.) Number of Participants Achieving Outcome in Reporting Period (Actual)	D.) Percentage Achieving Outcome in Reporting Period [(C/B) = D]
Child and Family Development			(#)	(#)	(#)	(%)
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following (Pg.65)						
I N F A N T S & C H I L D R E N	1. Infants and children obtain age-appropriate immunizations, medical, and dental care	1				#DIV/0!
	2. Infant and child health and physical development are improved as a result of adequate nutrition	2				#DIV/0!
	3. Children participate in pre-school activities to develop school readiness skills	3				#DIV/0!
	4. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade	4				#DIV/0!
Y O U T H	1. Youth improve health and physical development	1				#DIV/0!
	2. Youth improve social/emotional development	2				#DIV/0!
	3. Youth avoid risk-taking behavior for a defined period of time	3				#DIV/0!
	4. Youth have reduced involvement with criminal justice system	4				#DIV/0!
	5. Youth increase academic, athletic, or social skills for school success	5				#DIV/0!
A D U L T S	1. Parents and other adults learn and exhibit improved parenting skills	1				#DIV/0!
	2. Parents and other adults learn and exhibit improved family functioning skills	2				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>						
Family Maintenance: (specify outcome)						#DIV/0!
Family Maintenance: (specify outcome)						#DIV/0!
						#DIV/0!

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.4 **NEW INDICATOR**	Number of Participants Enrolled in Program(s)	Number of Participants Achieving Outcome in Reporting Period
Family Supports (Seniors, Disabled and Caregivers) Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:	(#)	(#)
A. Enrolled children in before or after school programs (Pg.72)		
B. Obtained care for child or other dependant (Pg.72)		
C. Obtained access to reliable transportation and/or driver's license (Pg.72)		
D. Obtained health care services for themselves or family member (Pg.73)		
E. Obtained safe and affordable housing (Pg.73)		
F. Obtained food assistance (Pg.73)		
G. Obtained non-emergency LIHEAP energy assistance (Pg.73)		
H. Obtained non-emergency WX energy assistance (Pg.74)		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX) (Pg.74)		

National Performance Indicator 6.5 **NEW INDICATOR**	Number of Services
Service Counts The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	(#)
A. Food Boxes (Pg.76)	
B. Pounds of Food (Pg.77)	
C. Units of Clothing (Pg.77)	
D. Rides Provided (Pg.77)	
E. Information and Referral Calls (Pg.78)	

Exhibit F

**COMMUNITY SERVICES BLOCK GRANT
INFORMATION SYSTEM (CSBG IS) SURVEY**

Sections D-G and
National Performance Indicators for the Six National Goals 1-6

of
FISCAL YEAR 20__
COMMUNITY SERVICES BLOCK GRANT

by
THE NATIONAL ASSOCIATION FOR STATE COMMUNITY SERVICES PROGRAMS

Section D: Accomplishments and Coordination of Funds

➤ Use a separate sheet for your answers, or enter them here. Please do not use acronyms.

1. Strategic Thinking for Long-Term Solutions

a. Please describe an agency strategy which addresses a long-term solution to a persistent problem affecting members of the low-income community. Address the following questions:

i. How did the agency identify the community need?

ii. How were CSBG funds used to plan, manage, and/or develop the approach?

iii. What local partners were involved, and how did each contribute to the program?

iv. What outcome indicators did the agency use to measure success?

v. What outcomes have resulted in FY 2013? If no outcomes yet, when?

2. Delivering High-Quality, Accessible, and Well-Managed Services

a. Please describe what you consider to be the top management accomplishment achieved by your State CSBG office during FY 2013. Show how responsible, informed leadership led to effective and efficient management of CSBG.

Top State Management Accomplishment:

b. Please describe what you consider to be the top three management accomplishments achieved by your agencies during FY 2013. Show how responsible, informed leadership and effective, efficient processes led to high-quality, accessible, and well-managed services.

Top Three Agency Management Accomplishments:

1.

2.

3.

Exhibit F - CSBG IS Survey

3. Mobilizing Resources to Support Innovative Solutions

a. Please describe how your agency addressed a cause or condition of poverty in the community using an innovative or creative approach. Showcase how your agency relied on mobilization and coordination of resources to help reach interim and final outcomes. Demonstrate how CSBG "works" as it funds staff activities, investments, or services to meet a community need. Include the following elements:

i. Agency name (no acronyms please)

ii. Program name

iii. CSBG service category

iv. Description of program (capacity, duration, targeted population, etc)

v. How was the agency's approach innovative or creative? Please be specific.

vi. Outcomes achieved (include the number of people enrolled and areas affected)

vii. How were CSBG funds used? Please be specific.

viii. What local partners were involved, and how did each contribute to the program?

4. Providing Positive Results for Vulnerable Populations

a. Please describe one youth-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

b. Please describe one senior-focused initiative that illustrates how CSBG funding was used and coordinated with other programs and resources. Include the following elements:

i. Description of initiative

ii. What local partners were involved, and how did each contribute to the program?

iii. Outcomes achieved (include the number of people enrolled and areas affected)

iv. How were CSBG funds used? Please be specific.

Section E: CSBG Expenditures by Service Category

Agency Reporting:

Table 1: Total amount of CSBG funds expended in FY 2013 by Service Category

Service Category	CSBG Funds
1. Employment	
2. Education	
3. Income Management	
4. Housing	
5. Emergency Services	
6. Nutrition	
7. Linkages	
8. Self Sufficiency	
9. Health	
10. Other	
Totals	\$0

Of the CSBG funds reported above were for administration.

Please consult the instructions regarding what constitutes "administration."

Table 2: Of the funding listed in Table 1: Funds for Services by Demographic Category, FY 2013

Demographic Category	CSBG Funds
1. Youth (Individuals aged 12 to 18)	
2. Seniors (Individuals aged 65 and up)	

Section F. Resources Administered and Generated by the CSBG Network

1. Name of Local Agency Reporting	1	<input type="text"/>
2. Amount of FY 2013 CSBG allocated to reporting agencies	2	<input type="text"/>
Federal Resources (Other than CSBG)		
3. Weatherization (DOE) (include oil overcharge \$\$)	3.	<input type="text"/>
4. Health and Human Services (HHS)		
a. LIHEAP - Fuel Assistance (include oil overcharge \$\$)	4a.	<input type="text"/>
b. LIHEAP - Weatherization (include oil overcharge \$\$)	4b.	<input type="text"/>
c. Head Start	4c.	<input type="text"/>
d. Early Head Start	4d.	<input type="text"/>
e. Older Americans Act	4e.	<input type="text"/>
f. Social Services Block Grant (SSBG)	4f.	<input type="text"/>
g. Medicare/Medicaid	4g.	<input type="text"/>
h. Assets for Independence (AFI)	4h.	<input type="text"/>
i. Temporary Assistance for Needy Families (TANF)	4i.	<input type="text"/>
j. Child Care Development Block Grant (CCDBG)	4j.	<input type="text"/>
k. Other HHS Resources:		
i. <input type="text"/> CFDA #: <input type="text"/>	4k.i	<input type="text"/>
ii. <input type="text"/> CFDA #: <input type="text"/>	4k.ii	<input type="text"/>
iii. <input type="text"/> CFDA #: <input type="text"/>	4k.iii	<input type="text"/>
iv. <input type="text"/> CFDA #: <input type="text"/>	4k.iv	<input type="text"/>
Total Other HHS Resources	4k.	<input type="text"/>
5. Department of Agriculture (USDA)		
a. Special Supplemental Nutrition for Women, Infants, and Children (WIC)	5a.	<input type="text"/>
b. All USDA Non-Food programs (e.g. rural development)	5b.	<input type="text"/>
c. All other USDA Food programs	5c.	<input type="text"/>
6. Department of Housing and Urban Development (HUD)		
a. Community Development Block Grant (CDBG) - Fed., State, and local	6a.	<input type="text"/>
b. Section 8	6b.	<input type="text"/>
c. Section 202	6c.	<input type="text"/>
d. Home tenant based assistance	6d.	<input type="text"/>
e. HOPE for Homeowners Program (H4H)	6e.	<input type="text"/>
f. Emergency Solutions Grant (ESG)	6f.	<input type="text"/>
g. Continuum of Care (CofC)	6g.	<input type="text"/>
h. All other HUD including homeless programs	6h.	<input type="text"/>
7. Department of Labor (DOL)		
a. Workforce Investment Act (WIA)	7a.	<input type="text"/>
b. Other DOL Employment and training programs	7b.	<input type="text"/>
c. All other DOL programs	7c.	<input type="text"/>
8. Corp. for National & Community Service (CNCS) programs	8.	<input type="text"/>
9. Federal Emergency Management Agency (FEMA)	9.	<input type="text"/>
10. Department of Transportation	10.	<input type="text"/>
11. Department of Education	11.	<input type="text"/>
12. Department of Justice	12.	<input type="text"/>
13. Department of Treasury	13.	<input type="text"/>
Other Federal Resources:		
i. <input type="text"/> CFDA #: <input type="text"/>	14.i	<input type="text"/>
ii. <input type="text"/> CFDA #: <input type="text"/>	14.ii	<input type="text"/>
iii. <input type="text"/> CFDA #: <input type="text"/>	14.iii	<input type="text"/>
iv. <input type="text"/> CFDA #: <input type="text"/>	14.iv	<input type="text"/>
14. Total Other Federal Resources	14.	<input type="text"/>
15. TOTAL NON-CSBG FEDERAL RESOURCES		<input type="text"/>

SECTION F. Resources Administered and Generated

16. State Resources

- a. State appropriated funds used for the same purpose as federal CSBG funds 16a.
- b. State Housing and Homeless programs (include housing tax credits) 16b.
- c. State Nutrition programs 16c.
- d. State Day Care and Early Childhood programs 16d.
- e. State Energy programs 16e.
- f. State Health programs 16f.
- g. State Youth Development programs 16g.
- h. State Employment and Training programs 16h.
- i. State Head Start programs 16i.
- j. State Senior programs 16j.
- k. State Transportation programs 16k.
- l. State Education programs 16l.
- m. State Community, Rural and Economic Development programs 16m.
- n. State Family Development programs 16n.

o. Other State Resources:

- i. 16o.i.
- ii. 16o.ii.
- iii. 16o.iii.
- iv. 16o.iv.

Total Other State Resources 16o.

17. TOTAL: STATE RESOURCES

18. If any of these resources were also reported under Item 15 (Federal Resources) please estimate the amount.

Section F. Resources Administered and Generated

19. Local Resources

- a. Amount of unrestricted funds appropriated by local government 19a.
- b. Amount of restricted funds appropriated by local government 19b.
- c. Value of Contract Services 19c.
- d. Value of in-kind goods/services received from local government 19d.

20. **TOTAL: LOCAL PUBLIC RESOURCES**

21. If any of these resources were also reported under Items 15 or 17, (Federal or State resources) please estimate the amount.

22. Private Sector Resources

- a. Funds from foundations, corps., United Way, other nonprofits 22a.
- b. Other donated funds 22b.
- c. Value of other donated items, food, clothing, furniture, etc. 22c.
- d. Value of in-kind services received from businesses 22d.
- e. Payments by clients for services 22e.
- f. Payments by private entities for goods or services for low-income clients or communities 22f.

23. **TOTAL: PRIVATE SECTOR RESOURCES**

24. If any of these resources were also included in subtotal Items 15, 17, or 20 (Federal, State, or Local resources) please estimate the amount.

ALL NON-CSBG RESOURCES

25. **TOTAL: (FEDERAL, STATE, LOCAL, PRIVATE)**
less amount of double count from Items 18, 21, and 24

26. **TOTAL** Including CSBG
(Item 25 plus Item 2)

Section G Program Participant Characteristics

1. Name of Agency Reporting

2a. Total Non CSBG Resources Reported in Section F
 2b. Total amount of CSBG Funds allocated
 Total Resources for FY 2013 (2a + 2b)

3. Total unduplicated number of persons about whom one or more characteristics were obtained:
 4. Total unduplicated number of persons about whom no characteristics were obtained:
 5. Total unduplicated number of families about whom one or more characteristics were obtained:
 6. Total unduplicated number of families about whom no characteristics were obtained:

7. Gender		Number of Persons*		13. Family Size		Number of Families***	
a. Male				a. One			
b. Female				b. Two			
TOTAL*			0	c. Three			
8. Age				14. Source of Family Income			
Number of Persons*				Number of Families			
a. 0 - 5				a. Unduplicated # Families Reporting One or More Sources of Income			
b. 6 - 11				b. Unduplicated # Families Reporting Zero income			
c. 12 - 17				TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income.***			0
d. 18 - 23				Below please report the total # of families identifying the applicable sources of income			
e. 24 - 44				c. TANF			
f. 45 - 54				d. SSI			
g. 55 - 69				e. Social Security			
h. 70 +				f. Pension			
TOTAL*			0	g. General Assistance			
9. Ethnicity/Race				15. Level of Family Income (% Of HHS Guideline)			
Number of Persons*				Number of Families***			
i. Ethnicity				a. Up to 50%			
a. Hispanic, Latino or Spanish Origin				b. 51% to 75%			
b. Not Hispanic, Latino, or Spanish Origin				c. 76% to 100%			
TOTAL*			0	d. 101% to 125%			
ii. Race				e. 126% to 150%			
a. White				f. 151% to 175%			
b. Black or African American				g. 176% to 200%			
c. American Indian and Alaska Native				h. 201% and over			
d. Asian				TOTAL***			0
e. Native Hawaiian and Other Pacific Islander				16. Housing			
f. Other				Number of Families***			
g. Multi-Race (any two or more of the above)				a. Own			
TOTAL*			0	b. Rent			
10. Education Levels of Adults # (# For Adults 24 Years Or Older Only)				11. Other Characteristics			
Number of Persons**				Number of Persons*			
a. 0-8				Yes		No	TOTAL*
b. 9-12/Non-Graduate							0
c. High School Graduate/GED				a. Health Insurance			
d. 12+ Some Post Secondary				b. Disabled			0
e. 2 or 4 years College Graduate				12. Family Type			
TOTAL**			0	Number of Families***			
11. Other Characteristics				a. Single Parent Female			
Number of Persons*				b. Single Parent Male			
Yes No TOTAL*				c. Two Parent Household			
a. Health Insurance				d. Single Person			
b. Disabled				e. Two Adults NO children			
				f. Other			
				TOTAL***			0
12. Family Type				13. Family Size			
Number of Families***				Number of Families***			
a. Single Parent Female				a. One			
b. Single Parent Male				b. Two			
c. Two Parent Household				c. Three			
d. Single Person				d. Four			
e. Two Adults NO children				e. Five			
f. Other				f. Six			
TOTAL***			0	g. Seven			
				h. Eight or more			
				TOTAL***			0
				14. Source of Family Income			
				Number of Families			
				a. Unduplicated # Families Reporting One or More Sources of Income			
				b. Unduplicated # Families Reporting Zero income			
				TOTAL Unduplicated # Families Reporting One or More Sources of Income or Zero Income.***			0
				Below please report the total # of families identifying the applicable sources of income			
				c. TANF			
				d. SSI			
				e. Social Security			
				f. Pension			
				g. General Assistance			
				h. Unemployment Insurance			
				i. Employment + Other Source			
				j. Employment Only			
				k. Other			
				l. Total (Items c-k)			0
				15. Level of Family Income (% Of HHS Guideline)			
				Number of Families***			
				a. Up to 50%			
				b. 51% to 75%			
				c. 76% to 100%			
				d. 101% to 125%			
				e. 126% to 150%			
				f. 151% to 175%			
				g. 176% to 200%			
				h. 201% and over			
				TOTAL***			0
				16. Housing			
				Number of Families***			
				a. Own			
				b. Rent			
				c. Homeless			
				d. Other*			
				TOTAL***			0
				e. *Please describe housing situations included in 16.d. Other:			
				<input type="text"/>			

* The sum of this category should not exceed the value of Item 3
 ** The sum of this category should not exceed the value of Items 8 e-h
 *** The sum of this category should not exceed the value of Item 5

Outcome of Efforts, FY 2013

National Performance Indicators - Agency Level Forms

Name of Agency Reporting: _____

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator: 17 Employment The number and percentage of low-income participants who get a job or become self-employed as a result of Community Action Assistance as measured by one or more of the following:	I.) Number of Participants Enrolled in Program(s) (#)	II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	III.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	IV.) Percentage Achieving Outcome in Reporting Period [(III) / (II)] x 100 (%)
A. Unemployed and obtained a job				#DIV/0!
B. Employed and maintained a job for at least 90 days				#DIV/0!
C. Employed and obtained an increase in employment income and/or benefits				#DIV/0!
D. Achieved "living wage" employment and/or benefits				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>				
				#DIV/0!
				#DIV/0!
				#DIV/0!

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 12 Employment Supports The number of low-income participants for whom barriers to initial or continuous employment are reduced or eliminated through assistance from Community Action, as measured by one or more of the following:	I.) Number of Participants Enrolled in Program(s) (#)	II.) Number of Participants Achieving Outcome in Reporting Period (#)
A. Obtained skills/competencies required for employment		
B. Completed ABE/GED and received certificate or diploma		
C. Completed post-secondary education program and obtained certificate or diploma		
D. Enrolled children in before or after school programs		
E. Obtained care for child or other dependant		
F. Obtained access to reliable transportation and/or driver's license		
G. Obtained health care services for themselves or family member		
H. Obtained and/or maintained safe and affordable housing		
I. Obtained food assistance		
J. Obtained non-emergency LIHEAP energy assistance		
K. Obtained non-emergency WX energy assistance		
L. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not include LIHEAP or WX)		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 1: Low-income people become more self-sufficient.

	<p>National Performance Indicator 1.3 Economic Asset Enhancement and Utilization The number and percentage of low-income households that achieve an increase in financial assets and/or financial skills as a result of Community Action assistance; and the aggregated amount of those assets and resources for all participants achieving the outcome, as measured by one or more of the following:</p>	<p>I.) Number of Participants Enrolled in Program(s) (#)</p>	<p>II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)</p>	<p>III.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)</p>	<p>IV.) Percentage Achieving Outcome in Reporting Period [(III/II) x 100] (%)</p>	<p>V.) Aggregated Dollar Amounts (Payments, Credits, or Savings) (\$)</p>	
<p style="text-align: center;">E N H A N C E M E N T</p>	<p>A. Number and percent of participants in tax preparation programs who qualified for any type of Federal or State tax credit and the expected aggregated dollar amount of credits</p>				#DIV/0!		
	<p>B. Number and percent of participants who obtained court-ordered child support payments and the expected annual aggregated dollar amount of payments</p>					#DIV/0!	
	<p>C. Number and percent of participants who were enrolled in telephone lifeline and/or energy discounts with the assistance of the agency and the expected aggregated dollar amount of savings</p>					#DIV/0!	
<p><i>In the rows below, please include any additional indicators that were not captured above.</i></p>							
					#DIV/0!		
					#DIV/0!		
					#DIV/0!		

Goal 1: Low-income people become more self-sufficient.

National Performance Indicator 1.3 (Continued) Economic Asset Enhancement and Utilization		I.) Number of Participants Enrolled in Program(s) (#)	II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target) (#)	III.) Number of Participants Achieving Outcome in Reporting Period (Actual) (#)	IV.) Percentage Achieving Outcome in Reporting Period [(III)/I=IV] (%)	V.) Aggregated Dollar Amounts (Payments, Credits, or Savings) (\$)
U T I L I Z A T I O N	D. Number and percent of participants demonstrating ability to complete and maintain a budget for over 90 days				#DIV/0!	N/A
	E. Number and percent of participants opening an Individual Development Account (IDA) or other savings account				#DIV/0!	N/A
	F. Number and percent of participants who increased their savings through IDA or other savings accounts and the aggregated amount of savings				#DIV/0!	
	G. Number and percent of participants capitalizing a small business with accumulated IDA or other savings				#DIV/0!	
	H. Number and percent of participants pursuing post-secondary education with accumulated IDA or other savings				#DIV/0!	
	I. Number and percent of participants purchasing a home with accumulated IDA or other savings				#DIV/0!	
	J. Number and percent of participants purchasing other assets with accumulated IDA or other savings				#DIV/0!	
<i>In the rows below, please include any additional indicators that were not captured above.</i>						
					#DIV/0!	
					#DIV/0!	
					#DIV/0!	

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.1 Community Improvement and Revitalization	I.) Number of Projects or Initiatives (#)	II.) Number of Opportunities and/or Community Resources Preserved or Increased (#)
Increase in, or safeguarding of, threatened opportunities and community resources or services for low-income people in the community as a result of Community Action projects/initiatives or advocacy with other public and private agencies, as measured by one or more of the following:		
A. Jobs created, or saved, from reduction or elimination in the community		
B. Accessible "living wage" jobs created, or saved, from reduction or elimination in the community		
C. Safe and affordable housing units created in the community		
D. Safe and affordable housing units in the community preserved or improved through construction, weatherization or rehabilitation achieved by Community Action activity or advocacy		
E. Accessible safe and affordable health care services/facilities for low-income people created, or saved from reduction or elimination		
F. Accessible safe and affordable child care or child development placement opportunities for low-income families created, or saved from reduction or elimination		
G. Accessible before-school and after-school program placement opportunities for low-income families created, or saved from reduction or elimination		
H. Accessible new or expanded transportation resources, or those that are saved from reduction or elimination, that are available to low-income people, including public or private transportation		
I. Accessible or increased educational and training placement opportunities, or those that are saved from reduction or elimination, that are available for low-income people in the community, including vocational, literacy, and life skill training, ABE/GED, and post secondary education		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Exhibit F - CSBG IS Survey

Goal 2: The conditions in which low-income people live are improved.

National Performance Indicator 2.2 Community Quality of Life and Assets The quality of life and assets in low-income neighborhoods are improved by Community Action initiative or advocacy, as measured by one or more of the following:	I.) Number of Program Initiatives or Advocacy Efforts (#)	II.) Number of Community Assets, Services or Facilities Preserved or Increased (#)
A. Increases in community assets as a result of a change in law, regulation or policy, which results in improvements in quality of life and assets		
B. Increase in the availability or preservation of community facilities		
C. Increase in the availability or preservation of community services to improve public health and safety		
D. Increase in the availability or preservation of commercial services within low-income neighborhoods		
E. Increase in or preservation of neighborhood quality-of-life resources		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 2.3 Community Engagement The number of community members working with Community Action to improve conditions in the community.	I.) Total Contribution by Community (#)
A. Number of community members mobilized by Community Action that participate in community revitalization and anti-poverty initiatives	
B. Number of volunteer hours donated to the agency (This will be ALL volunteer hours)	

Goal 3: Low-income people own a stake in their community.

National Performance Indicator 3.1	1.) Total Number of Volunteer Hours
Community Enhancement through Maximum Feasible Participation	
The number of volunteer hours donated to Community Action	(#)
A. Total number of volunteer hours donated by low-income individuals to Community Action (This is ONLY the number of volunteer hours from individuals who are low-income)	
In the rows below, please include any additional indicators that were not captured above.	

National Performance Indicator 3.2	1.) Number of Low-income People
Community Empowerment through Maximum Feasible Participation	
The number of low-income people mobilized as a direct result of Community Action initiative to engage in activities that support and promote their own well-being and that of their community, as measured by one or more of the following:	(#)
A. Number of low-income people participating in formal community organizations, government, boards or councils that provide input to decision-making and policy-setting through Community Action efforts	
B. Number of low-income people acquiring businesses in their community as a result of Community Action assistance	
C. Number of low-income people purchasing their own home in their community as a result of Community Action assistance	
D. Number of low-income people engaged in non-governance community activities or groups created or supported by Community Action	
In the rows below, please include any additional indicators that were not captured above.	

Goal 4: Partnerships among supporters and providers of services to low-income people are achieved.

National Performance Indicator 4.1		
Expanding Opportunities through Community-Wide Partnerships		
The number of organizations, both public and private, that Community Action actively works with to expand resources and opportunities in order to achieve family and community outcomes	I.) Number of Organizations (#)	II.) Number of Partnerships (#)
A. Nonprofit		
B. Faith Based		
C. Local Government		
D. State Government		
E. Federal Government		
F. For-Profit Business or Corporation		
G. Consortiums/Collaboration		
H. Housing Consortiums/Collaboration		
I. School Districts		
J. Institutions of post secondary education/training		
K. Financial/Banking Institutions		
L. Health Service Institutions		
M. State wide associations or collaborations		
In the rows below, please add other types of partners with which your CAA has formed relationships that were not captured above.		
N. The total number of organizations and total number of partnerships CAAs work with to promote family and community outcomes (automatically calculates)	0	0

Goal 5: Agencies increase their capacity to achieve results.

National Performance Indicator 5.1	
Agency Development	
The number of human capital resources available to Community Action that increase agency capacity to achieve family and community outcomes, as measured by one or more of the following:	1.) Resources in Agency (#)
A. Number of Certified Community Action Professionals	
B. Number of Nationally Certified ROMA Trainers	
C. Number of Family Development Certified Staff	
D. Number of Child Development Certified Staff	
E. Number of staff attending trainings	
F. Number of board members attending trainings	
G. Hours of staff in trainings	
H. Hours of board members in trainings	
In the rows below, please include any additional indicators that were not captured above.	

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.1		I) Number of Vulnerable Individuals Living Independently
Independent Living		
The number of vulnerable individuals receiving services from Community Action who maintain an independent living situation as a result of those services:		
A. Senior Citizens (seniors can be reported twice, once under Senior Citizens and again if they are disabled under Individuals with Disabilities, ages 55-over)		(#)
B. Individuals with Disabilities		
Ages:		
0-17		
18-54		
55-over		
Age Unknown		
TOTAL Individuals with disabilities (automatically calculates)		0
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

National Performance Indicator 6.2		
Emergency Assistance	I) Number of Individuals Seeking Assistance	II) Number of Individuals Receiving Assistance
The number of low-income individuals served by Community Action who sought emergency assistance and the number of those individuals for whom assistance was provided, including such services as:	(#)	(#)
A. Emergency Food		
B. Emergency fuel or utility payments funded by LIHEAP or other public and private funding sources		
C. Emergency Rent or Mortgage Assistance		
D. Emergency Car or Home Repair (i.e. structural, appliance, heating system, etc.)		
E. Emergency Temporary Shelter		
F. Emergency Medical Care		
G. Emergency Protection from Violence		
H. Emergency Legal Assistance		
I. Emergency Transportation		
J. Emergency Disaster Relief		
K. Emergency Clothing		
<i>In the rows below, please include any additional indicators that were not captured above.</i>		

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.3			II.) Number of Participants Expected to Achieve Outcome in Reporting Period (Target)	III.) Number of Participants Achieving Outcome in Reporting Period (Actual)	IV.) Percentage Achieving Outcome in Reporting Period (III/II = IV.)
Child and Family Development		I.) Number of Participants Enrolled in Program(s)	(#)	(#)	(%)
The number and percentage of all infants, children, youth, parents, and other adults participating in developmental or enrichment programs who achieve program goals, as measured by one or more of the following:		(#)	(#)	(#)	(%)
I N F A N T S & C H I L D R E N	A. Infants and children obtain age-appropriate immunizations, medical, and dental care				#DIV/0!
	B. Infant and child health and physical development are improved as a result of adequate nutrition				#DIV/0!
	C. Children participate in pre-school activities to develop school readiness skills				#DIV/0!
	D. Children who participate in pre-school activities are developmentally ready to enter Kindergarten or 1st Grade				#DIV/0!
Y O U T H	E. Youth improve health and physical development				#DIV/0!
	F. Youth improve social/emotional development				#DIV/0!
	G. Youth avoid risk-taking behavior for a defined period of time				#DIV/0!
	H. Youth have reduced involvement with criminal justice system				#DIV/0!
A D U L T S	I. Youth increase academic, athletic, or social skills for school success				#DIV/0!
	J. Parents and other adults learn and exhibit improved parenting skills				#DIV/0!
	K. Parents and other adults learn and exhibit improved family functioning skills				#DIV/0!
<i>In the rows below, please include any additional indicators that were not captured above.</i>					
					#DIV/0!
					#DIV/0!
					#DIV/0!

Goal 6: Low-income people, especially vulnerable populations, achieve their potential by strengthening family and other supportive environments.

National Performance Indicator 6.1	I.) Number of Participants Enrolled in Program(s) (#)	II.) Number of Participants Achieving Outcome in Reporting Period (#)
Family Support (Seniors, Disabled and Caregivers) Low-income people who are unable to work, especially seniors, adults with disabilities, and caregivers, for whom barriers to family stability are reduced or eliminated, as measured by one or more of the following:		
A. Enrolled children in before or after school programs		
B. Obtained care for child or other dependant		
C. Obtained access to reliable transportation and/or driver's license		
D. Obtained health care services for themselves or family member		
E. Obtained and/or maintained safe and affordable housing		
F. Obtained food assistance		
G. Obtained non-emergency LIHEAP energy assistance		
H. Obtained non-emergency WX energy assistance		
I. Obtained other non-emergency energy assistance (State/local/private energy programs. Do Not Include LIHEAP or WX)		

National Performance Indicator 6.2	I.) Number of Services (#)
Service Counts The number of services provided to low-income individuals and/or families, as measured by one or more of the following:	
A. Food Boxes	
B. Pounds of Food	
C. Units of Clothing	
D. Rides Provided	
E. Information and Referral Calls	

Exhibit H2

SFY 2015 CASE MANAGEMENT INSTRUCTIONS

4. HOUSEHOLD VOUCHERS

1. **STCS HH # and STCS \$** - Enter the number of households that received STCS services during the report month. Enter the total dollar amount for the Households that received STCS services during the reporting month. Data should be provided according to the categories: a) utility assistance, b) mortgage, rent or motel, and c) special needs.
2. **LIHEAP HH # and LIHEAP \$** - Enter the number of households that received regular utility assistance and Mortgage, Rent or Motel assistance during the report month. Enter the total dollar amount that the Household received regular LIHEAP and Mortgage, Rent or Motel assistance during the reporting month. Include regular utility payments and deposits.
3. **LIHEAP Supplemental HH # and LIHEAP Supplemental \$** - Enter the number of households that received Supplemental Utility Assistance for the reporting month. Enter the dollar amount for the Households that received Supplemental LIHEAP assistance for the reporting month. This data should not be included under #2 "LIHEAP HH # and LIHEAP \$".
4. **LIHEAP Assurance 16 HH# and LIHEAP Assurance 16\$** - Enter the number of households that received utility assistance and energy conservation education under the Assurance 16 program component. Include both deposits and utility payments. Also enter the dollar amount for the households that received services for the reporting month. The households and funds reported here should also be reported under "LIHEAP # and "LIHEAP \$", and/or under "LIHEAP Supplemental" and "LIHEAP Supplemental \$".
5. **Other HH # and Other \$** - Enter the number and dollar amount of households that received assistance for the reporting month for utilities, mortgage/rent/motel, or special needs from other sources such as CSBG, ESG, local funds, Energy Assistance Funds or non-DAAS funds, as listed on the itemized service budget.
6. **Neighbors Helping Neighbors (NHN)** - Enter the number of households that received a utility assistance payment funded with the NHN funds during the reporting month. This number should NOT be included in either Regular or Supplemental LIHEAP. Enter the dollar amount for the household for the reporting month.
7. **LIHEAP Total HH # - NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

3. LIHEAP ASSISTED HOUSEHOLDS ONLY

Under "Number of Assisted Households", (Regular LIHEAP Category and/or the Supplemental LIHEAP category). **NO DATA ENTRY REQUIRED; THE CELLS WILL AUTO-POPULATE BASED UPON DATA ENTERED IN A.2 AND A.3 FOR THE REPORT MONTH.**

1. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was under 75% of FPL.
2. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 75% to 100% of FPL.
3. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 101% to 125% of FPL.
4. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was between 126% and 150% of FPL.
5. Enter the number of households that received Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income was over 150% FPL.
6. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY.**

2. Vulnerable Categories

1. Enter the number of households that contained a member Age 60 or older in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
2. Enter the number of households which contained a Disabled Household Member in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
3. Enter the number of households which contained a Household Member Age 5 or Younger in the Regular LIHEAP Category or the Supplemental LIHEAP category; this data can be duplicated (For example a household may receive points: once under Disabled once under Elderly and once under Age 5 or younger).
4. **Number of households by Any Vulnerable Group for Each Type of Assistance (91 UNDUPLICATED Elderly/Disabled/Young Child** - For each type of LIHEAP assistance provided, include the unduplicated number of households that had at least one member belonging to any of the three vulnerable household groups. For example, if a Utility Assistance was provided to a household that includes any vulnerable members, then count that household once under any vulnerable group (Elderly, Disabled, or Young Child) for regular LIHEAP. **THIS DATA MUST BE UNDUPLICATED ACROSS THE VULNERABLE CATEGORIES.** (Another example: If a Household contained one member who was disabled and one member who was Age 5 or Younger, this household would be counted only ONCE).

5. UNDUPLICATED NUMBER OF HOUSEHOLDS SERVED BY ANY TYPE OF LIHEAP ASSISTANCE

Enter the total number of Households that received LIHEAP Assistance. **THIS DATA MUST BE UNDUPLICATED.** Count a household once that received at least one type of LIHEAP assistance regardless of the type(s) of assistance provided. For example, if a household received a regular LIHEAP assistance benefit and a LIHEAP Supplemental assistance benefit, then count that household once under ANY Type of LIHEAP assistance, regardless of receiving two types of LIHEAP assistance.

5. LIHEAP APPLICANT HOUSEHOLDS - ALL CATEGORIES REGARDLESS OF WHETHER ASSISTED

1. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whether or not assisted for the report month. (This should include households that were denied, turned away, etc.)
2. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is under 75% of FPL, whether assisted or not.
3. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 75 to 100% of FPL, whether assisted or not.
4. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 101% to 125% of FPL, whether assisted or not.
5. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is between 126% to 150% of FPL, whether assisted or not.
6. Enter the number of households that applied for Regular LIHEAP Assistance and/or Supplemental LIHEAP whose income is over 150% of FPL, whether assisted or not.
7. **NO DATA ENTRY NECESSARY; THIS IS AN AUTO-SUM CATEGORY**

Fl. Disconnect Notice/Non-delivery Notice and Currently Disconnected or out of Fuel Data (Energy Assistance Measures, Table 4, Tier 2 - Measures 3 and 4) This section reports the number of unduplicated households that were already disconnected or were out of fuel/had no service at time of the application. Do Not input data in cells that have "0"s and are highlighted in light yellow. They will self-populate.

SFY 2015 CASE MANAGEMENT INSTRUCTIONS

1. Regular LIHEAP – Enter the number of households that had a Disconnect Notice or Non-Delivery Notice prior to receiving the LIHEAP benefit.
2. Supplemental LIHEAP – Enter the number of households that were Disconnected or Out of Fuel or who had No Service Prior to receiving the LIHEAP benefit.
3. Total of both type of LIHEAP – Enter the total of both LIHEAP and Supplemental LIHEAP assistance. This data will be duplicated as the measure is collected data on how many times a household has Disconnect or Non-delivery Notices and how many times they have been Disconnected/Out of Fuel or had No Service prior to the benefit.

F2. Household Energy Education by Type (Assurance 16 – Energy Education, Advocacy, Counseling) - Enter HH Count with type of education HH received. This section can be duplicated.

LIHEAP Performance Measure - (Household Client Services Measures Table 9, Tier 1 Measures 1 & 2)

1. In office – Enter the number of households that received Energy Education offered in the office. This can be a workshop offered in the office, a brochure offered in the office.
2. In Home – Enter the number of households that received Energy Education offered in the home.
3. Workshop – Enter the number of households that received Energy Education offered through a workshop offered off-site or out of the office.
4. Mailed Kit (other) - Enter the number of households that received Energy Education offered through mailing an educational kit to the household's home. Most Service Providers do not utilize this type of delivery for education, therefore, it can also be used for "other" means of education delivery. Enter a note in the "Service Provider Notes to DES:" section defining what "other" delivery system means.

Total – No data entry necessary in this cell. It will automatically populate. Do not alter formula!

UNAPPROVED

Exhibit J

LIHEAP ONLY Household Report - Estimated Data for FFY 2014

AGENCY Name: _____ Contact Person: _____ Reporting Period: Oct. 1, 2013 - June 30, 2014
 Phone Number: _____ Due to DES A-15-13 Date Submitted: _____

This form is to be used by Service Providers that have been awarded LIHEAP funding. The FFY 2013 LIHEAP Annual Household Report collects LIHEAP data only. The reporting period is from 10-1-13 through 6-30-14. It is understood that data is not available for July, August and September 2014, however data for 10-1-13 through 6-30-14 should be available and be reported. This report has been simplified as Arizona only reports on the sections below. The numbering (1, 3, 6 and 7) remains consistent with the Federal Report Form. Refer to these numbers when reading federal instructions. Do not report data in the grey or yellow cells. The yellow cells will self-populate. Requested data is optional. Number 1, Heating/Cooling reports LIHEAP data, Number 3 reports LIHEAP Supplemental and Number 6 reports weatherization, if applicable. Number 7 reports any type of LIHEAP assistance (unduplicated). Section A reports households that were assisted by LIHEAP funding and Section B reports LIHEAP applicant households regardless of whether assisted. Section B data should be equal or more than Section A data. For example: Section A, LIHEAP Assisted Households, 1. Heating/Cooling, Under 75% Poverty (cell E18) should be equal or less to Section B, LIHEAP Applicant Households (regardless of whether assisted), 1. Heating/Cooling, Under 75% Poverty (cell E44) Instructions to the report can be viewed at: http://archive.acl.fhrt.gov/programs/occe/liheap/forms/liheapinstructions_long_form_12_08-03-12.pdf. Email the completed form to KCruz@azdes.gov copying GRobles@azdes.gov. If there are any questions please email or call Kathleen Cruz at (602) 542-6630 or KCRobles@azdes.gov or George Robles at (602) 542-6632 or grobles@azdes.gov. For detailed instructions: <http://www.acl.fhrt.gov/programs/occe/liheap/forms/liheapinstructions-for-ahpp-households-report-for-ff-2013-long-form>.

A. LIHEAP ASSISTED HOUSEHOLDS

Type of LIHEAP Assistance	Number of Assisted Households	REQUIRED DATA					At least one member who is				
		Calculated Total	Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 160% poverty	Over 160% poverty	60 year or older (elderly)	Disabled	Age 5 Years or under (young child)	UNDUPLICATED Elderly, disabled, or young child
1. Heating /Cooling *		0									
3. LIHEAP SUPPLEMENTAL		0									
6. LIHEAP Weatherization		0									
7. Any type of LIHEAP Assistance (unduplicated)											0

REQUIRED DATA	
At least one member who is	
Age 2 years and younger	Age 3 Years through 5 years

B. LIHEAP APPLICANT HOUSEHOLDS (regardless of whether assisted) [Section B must be equal to or greater than Section A]

Type of assistance	Number of applicant households	REQUIRED DATA						Income Data Unavailable
		Calculated Total	Under 75% poverty	75% to 100% poverty	101% to 125% poverty	126% to 160% poverty	Over 160% poverty	
1. Heating /Cooling *		0						
3. LIHEAP SUPPLEMENTAL		0						
6. LIHEAP Weatherization		0						

Service Provider Notes:

**Annual SSBG Report
Arizona Department of Economic Security
Division of Aging and Adult Services (DAAS)**

Reporting Agency Completes the Following Information

AGENCY:	SFY20XX (July 1, 20XX- June 30, 20XX)
SUBMITTED BY:	DAAS CONTRACT NUMBER(S):
PHONE NUMBER:	

Purpose

Data from this report is aggregated by the Department of Economic Security and used to compile the annual Social Service Block Grant (SSBG) report that is submitted to the federal Department of Health and Human Services.

Instructions

1. Column 1. Automatically populated for the DAAS contracted service(s) only that is supported with SSBG.

2. Column 2. Enter the total number of unduplicated adults served in the service regardless of fund source when the **Primary Client is the Adult** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.

3. Column 3. Enter the total number of unduplicated children served in the service regardless of fund source when the **Primary Client is the Child** otherwise leave this column blank. The number should be unduplicated for the entire contract fiscal year. All individuals receiving services(s) in July will be considered new and counted as unduplicated individuals. Each month thereafter only NEW individuals receiving services for the first time that month will be counted. The final number of unduplicated individuals for the year will be a cumulative, year-to-date number.

4. **This report must accompany the June Invoice.**

CLIENTS SERVED		
1. DAAS Contracted Service	2. Number of Unduplicated Adults	3. Number of Unduplicated Children
Case Management		

Exhibit O
LOW INCOME HOME ENERGY ASSISTANCE PROGRAM
LIHEAP LEVERAGING REPORT
RESOURCE/BENEFIT DESCRIPTION PAGES

Complete this form for each separate leveraged resource/benefit that the grantee proposes to count for this base period. Only resources/benefits that are provided to low income households (as defined in 45 CFR 96.87(b)(6)) may be counted.

Grantee: _____ Base period: _____
Month/Day/Year - Month/Day/Year

- 1. Resource # _____
A. Resource/benefit name: _____
B. Gross value of countable benefits provided by resource during this base period: \$ _____
C. Amount of grantee's own funds used to leverage this resource (not including funds from grantee's Federal LIHEAP allotment): \$ _____
D. Costs and charges to low income households to participate/receive these benefits: \$ _____
E. Net value of countable benefits provided by resource during this base period (To calculate item E, subtract items C and D from item B): \$ _____
2. Type of resource: _____ Cash _____ Discount/waiver _____ In-kind contribution
If more than one type of resource is claimed: Gross value of countable benefits provided by each type of resource:
3. Source of resource:
4. Brief description of resource:
5. Brief description of benefit(s) provided to low income households by this resource (if benefits are different from resource as described in item 4, or if more information is needed):
6. Geographical area in which benefits were provided:
7. Month(s) and year(s) when benefits were provided to recipients during this base period:
8. Number of low income households to whom benefits were provided in this base period: _____
9. Eligibility standard(s) for low income households to whom benefits were provided:
___ Income at or below 150% of the poverty level
___ Income at or below 60% of State median income
___ Other--Specify:

10. Agency/agencies that administered resource/benefits:

11. Source(s) of data used to determine value of resource/benefits, and to determine associated costs to grantee and to recipient low income households:

12. Brief description of how resource/benefits' value was quantified and how gross value of countable benefits was calculated, and how any offsetting costs to recipient low income households were calculated; also, for discounts, reduced rate/price actually paid, and fair market value:

13. Criterion/criteria in 45 CFR 96.87(d)(2) that resource/benefits meet (check one or two): (Criteria are summarized below. For full text, see regulations and instructions for form.)
 - _____ (i) The grantee's LIHEAP program had an active, substantive, significant role in developing and/or acquiring the resource/benefits from home energy vendor(s) through negotiation, regulation, and/or competitive bid.

 - _____ (ii) The resource/benefit(s) were distributed through (within, as part of) the grantee's LIHEAP program to low income households eligible under the grantee's LIHEAP standards, in accordance with the LIHEAP statute and regulations and the grantee's LIHEAP plan.

 - _____ (iii) The resource/benefit(s) were distributed to low income households as described in the grantee's LIHEAP plan, as a supplement and/or alternative to the grantee's LIHEAP program, outside (not through, within, or as part of) the LIHEAP program. They met at least one of conditions A through H demonstrating that they were integrated and coordinated with the grantee's LIHEAP program.

14. If criterion (i) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of specific role of grantee's LIHEAP program in development and/or acquisition of resource/benefits, demonstrating that involvement of LIHEAP program was active, substantive, and significant.

15. If criterion (iii) is checked in item 13: Condition(s) under criterion (iii) that resource meets that demonstrate(s) resource's integration/coordination with grantee's LIHEAP program (check one or more):

_____ A _____ B _____ C _____ D _____ E _____ F _____ G _____ H

16. If criterion (iii) is checked in item 13, and resource has gross value of \$5,000 or more: Explanation of how resource/benefits were integrated and coordinated with grantee's LIHEAP program.



State of Arizona Substitute W-9 & Vendor Authorization Form

Purpose: Establish or update a vendor account with the State of Arizona. This form meets the Federal requirements to request a taxpayer identification number (TIN), request certain certifications and claims for exemption, as well as the State of Arizona requirements for vendor establishment.

Instructions: Complete form if

1. You are a U.S. person (including a resident alien);
2. You are a vendor that provides goods or services to an Arizona state agency; AND
3. You will receive payment from the State of Arizona.

Return completed form to the state agency with whom you do business, for review and authorization.

See instructions below or refer to the IRS instructions at www.irs.gov for details on completing this form.

Type of Request (Must select at least ONE)

- New Request
 New Location (Additional Mail Code)
 Change (Select the type(s) of change from the following:
- Tax ID Legal Name Entity Type Minority Business Indicator
 Main Address Remittance Address Contact Information

Taxpayer Identification Number (TIN) (Provide ONE Only)

Social Security Number (SSN) - - OR Federal Employer Identification Number (FEIN) 86 - 6000256

Entity Name Must Provide Legal Name (*Must match SSN or FEIN given. If Individual or Sole Proprietorship enter First, Middle, Last Name.)

Legal Name* City of Phoenix

Entity Type Must Select One of the Following (Coding (X#) is for Internal Purposes Only)

- Individual/Sole Proprietor or Sole Proprietor organized as LLC, PLLC (6I) State of Arizona employee (1E) STATE HRIS EIN
 Corporation NOT providing health care, medical or legal services (5A) LLC, PLLC organized as corporation NOT providing health care, medical or legal services (5A)
 Corporation providing health care, medical or legal services (5M) LLC, PLLC organized as corporation providing health care, medical or legal services (5M)
 Partnership, LLP or Partnership organized as LLC or PLLC (5C) A state, a possession of the US, or any of their political subdivisions or instrumentalities (4G)
 An international organization or any of its agencies/instrumentalities (5U) Other: Tax Reportable Entity (5P) Description
 The US or any of its political subdivisions or instrumentalities (2G) Other: Tax Exempt Entity (5H) Description

Minority Business Indicator Must select one of the following (Coding (X#) is for internal purposes only)

- Small Business (01) Small, Woman Owned Business- Hispanic (31) Minority Owned Business- African American (04)
 Small Business- African American (23) Small, Woman Owned Business- Native American (33) Minority Owned Business- Asian (32)
 Small Business- Asian (24) Small, Woman Owned Business- Other Minority (11) Minority Owned Business- Hispanic (74)
 Small Business - Hispanic (25) Woman Owned Business (03) Minority Owned Business- Native American (15)
 Small Business- Native American (27) Woman Owned Business- African American (17) Minority Owned Business- Other Minority (02)
 Small Business- Other Minority (05) Woman Owned Business- Asian (18) Non-Profit, IRC §501(c) (88)
 Small, Woman Owned Business (06) Woman Owned Business- Hispanic (19) Non-Small, Non-Minority or Non-Woman Owned Business (00)
 Small, Woman Owned Business- African American (29) Woman Owned Business- Native American (21)
 Small, Woman Owned Business- Asian (30) Woman Owned Business- Other Minority (08) Individual, Non-Business (00)

Main Address Where tax information and general correspondence is to be mailed

DBA/Branch/Location Human Services Department

Address 200 West Washington Street 18th floor

City Phoenix State AZ-ARIZONA Zip code 85003

Remittance Address Where payment is to be mailed

Same as Main

DBA/Branch/Location

Address

City State Zip code

Vendor Contact Information

Name Cathy Patton Title Department Budget Supervisor

Phone # (602) 262-4030 Ext. Fax (602) 534-3722 Email cathy.patton@phoenix.gov

Certification Exempt from backup withholding

Under Penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me) AND
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding AND
3. I am a U.S. person (including U.S. resident alien).

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and generally, payments other than interest and dividends, you are not required to sign the Certification, but you must provide your correct TIN.

The Internal Revenue Service does not require your consent to any provision of this document other than the certification required to avoid backup withholding.

Signature *Cathy Patton* Title Department Budget Supervisor Date 02/26/2015

STATE OF ARIZONA AGENCY USE ONLY - AGENCY AUTHORIZATION

VENDOR: DO NOT WRITE BELOW THIS LINE

State HRIS EIN 27286 Print Name Camille Kowal Signature *Camille Kowal*

AGY ADES Title Manager Phone # 602-542-6634 Email CKowal@ades.gov Date 3/27/15

STATE OF ARIZONA GAO USE ONLY

VENDOR & STATE AGENCY: DO NOT WRITE BELOW THIS LINE

IRS TIN Matching Corporation Commission Vendor Number
 HRIS GAO-03 Other Processed by Date Processed



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

Contract between the Arizona Department of Economic Security ("ADES") and the City of Glendale ("Contractor").

WHEREAS the ADES is duly authorized to execute and administer contracts under A.R.S §41-1954 and,

WHEREAS the Contractor is duly authorized to execute and administer contracts under _____ and,

WHEREAS the ADES and the Contractor are authorized by A.R.S. §11-952 et seq. to enter into agreements for joint or cooperative action to contract for the services specified in this contract.

THEREFORE, the ADES and Contractor agree to abide by all the terms and conditions set forth in this Contract.

Contract Term: This contract shall be effective July 1, 2015, and shall terminate on June 30, 2020, unless extended in accordance with the Terms and Conditions.

BY SIGNING THIS FORM ON BEHALF OF THE CONTRACTOR, THE SIGNATORY CERTIFIES HE/SHE HAS THE AUTHORITY TO BIND THE CONTRACTOR TO THIS CONTRACT.

FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CITY OF GLENDALE:

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
ADES15-089114 ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____



DEPARTMENT OF ECONOMIC SECURITY

Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

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FOR AND ON BEHALF OF THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY:

FOR AND ON BEHALF OF THE CITY OF GLENDALE:

Table with 2 columns and 7 rows for signature and contract details.

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: Assistant Attorney General

By: Public Agency Legal Counsel

Date:

Date:



DEPARTMENT OF ECONOMIC SECURITY
Your Partner For A Stronger Arizona

INTERGOVERNMENTAL AGREEMENT (IGA)

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FOR AND ON BEHALF OF THE CITY OF GLENDALE:

Procurement Officer Signature	Signature
Printed Name	Printed Name
Title	Title
Date	Date
ADES15-089114	
ADES Contract Number	Contract Number

IN ACCORDANCE WITH A.R.S. §11-952 THIS CONTRACT HAS BEEN REVIEWED BY THE UNDERSIGNED WHO HAVE DETERMINED THAT THIS CONTRACT IS IN APPROPRIATE FORM AND WITHIN THE POWERS AND AUTHORITY GRANTED TO EACH RESPECTIVE PUBLIC BODY.

ARIZONA ATTORNEY GENERAL'S OFFICE

By: _____
Assistant Attorney General

By: _____
Public Agency Legal Counsel

Date: _____

Date: _____



Legislation Description

File #: 15-246, Version: 1

ADOPT A RESOLUTION AMENDING THE COMMUNITY DEVELOPMENT FEE SCHEDULE

Staff Contact: Sam McAllen, Director, Development Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution amending Appendix B of the City Code, Community Development Fee Schedule, with an effective date of July 1, 2015.

Background

The Community Development Fee Schedule establishes the fees charged by the city for various plan review services, permits and inspections provided by the Building Safety, Engineering, Planning, Transportation, Fire and Utility Services departments. On August 12, 2014, City Council adopted Ordinance No. 2901 which stated that the community development fees shall be reviewed and approved by the city council on an annual basis. The Community Development Fee Schedule shall be adjusted annually in accordance with the CPIU (Consumer Price Index Urban Users) inflationary index: and building permit fees shall be adjusted annually in accordance with the International Code Council Building Valuation Data.

The annual adjustments revise the Community Development Fee Schedule that is part of the City Code (Appendix B). Therefore, per direction from the city attorney's office, staff recommends that these annual revisions shall be reviewed and approved by the City Council on an annual basis and shall be adopted by Resolution.

Analysis

Ordinance No. 2901 states that the community development fee schedule and the building permit fees shall be reviewed and approved by the city council on an annual basis and shall automatically adjust in accordance with the CPIU (Consumer Price Index Urban Users) inflationary index. The adjustment fee charged by various city departments for plan review, permits and inspections is to keep pace with the cost of inflation. This is consistent with the city's goal of cost recovery for its departments and their services.

It is staff's recommendation that the community development fees continue to be adjusted on an annual basis in accordance with the CPIU. It is also staff's recommendation that the construction cost found in Table 3B of the Community Development Fee Schedule continue to be adjusted on an annual basis in accordance with the ICC Building Valuation Data. Therefore the methodologies shall not change. Pursuant to section 2.3 of the City Code, it is staff's recommendation to add an administrative fee for temporary power issued prior to occupancy. The administrative fee in the sum of Two-Hundred Dollars is to be deducted from the deposit refund as this administrative process has not been revenue neutral.

Previous Related Council Action

On August 12, 2014 Council adopted the amended Community Development Fee Schedule by Resolution No. 4839 which was effective October 1, 2014. The language regarding the automatic, annual adjustment of the community development fees is in accordance with the CPIU inflationary index in the City Code Sec.2-3 (b).

On March 27, 2007, Council adopted the amended Community Development Fee Schedule by Resolution No. 4033 which was effective July 1, 2007. The language regarding the automatic, annual adjustment of the community development fees in accordance with the CIU inflationary index was retained in City Code Sec. 2-3 (b).

On June 11, 2002, Council adopted Ordinance No. 2260 which was effective on July 1, 2002. This ordinance stated that the community development fees shall be reviewed on an annual basis and shall automatically adjust in accordance with the CPIU inflationary index.

Community Benefit/Public Involvement

On March 20, 2015 the revised Community Development Fee Schedule, Table 3B was posted on the city's official website in accordance with ARS Section 9-499.15.

Budget and Financial Impacts

There are no immediate or long-term costs associated with this recommendation.

The continued, annual adjustment of the Community Development Fee Schedule per the CPIU inflationary index will allow the city's fees for plan review services, permits and inspections to keep pace with the cost of inflation. The annual adjustment of the Construction Valuation Table (Table 3B of the Community Development Fee Schedule) will allow the city's building permit fees to keep pace with industry construction values.

RESOLUTION NO. 4956 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REPEALING THE CURRENT COMMUNITY DEVELOPMENT FEE SCHEDULE (APPENDIX B OF THE CITY CODE); ADOPTING A NEW SCHEDULE OF COMMUNITY DEVELOPMENT FEES (APPENDIX B OF THE CITY CODE); AND ESTABLISHING AN EFFECTIVE DATE.

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

SECTION 1. That the Council of the City of Glendale hereby repeals in its entirety the current Community Development Fee Schedule (Appendix B of the City Code.)

SECTION 2. That the Council of the City of Glendale hereby adopts a new Community Development Fee Schedule effective July 1, 2015, which shall read as follows:

[See Exhibit 1 attached hereto and incorporated herein by this reference in addition to the temporary bond fee of two-hundred dollars deducted from the deposit to become revenue neutral.]

SECTION 3. That Exhibit 1 entitled "City of Glendale Community Development Fee Schedule, Appendix B Effective July 1, 2015" is hereby declared to be a public record, and on file in the office of the City Clerk.

Section 4. That the provisions of this Resolution and the Community Development Fee Schedule set forth in Exhibit 1 be in full force and effective from and after July 1, 2015.

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_community_fee.doc

EXHIBIT 1

TABLE 3B

Group		Type of Construction								
		IA	IB	IIA	IIB	IIIA	IIIB	IV	VA	VB
A-1	Assembly, theaters, w/stage	229.03	221.51	216.1	207.06	194.68	189.07	200.1	177.95	171.21
A-1	Assembly, theaters w/out stage	209.87	202.35	196.94	187.9	175.62	170.01	180.94	158.89	152.15
A-2	Assembly, nightclubs	177.89	172.85	168.07	161.49	151.98	147.78	155.8	137.68	132.99
A-2	Assembly, restaurants, bars, banquet halls	176.89	171.85	166.07	160.49	149.98	146.78	154.8	135.68	131.99
A-3	Assembly, churches	211.95	204.43	199.02	189.98	177.95	172.34	183.02	161.22	154.48
A-3	Assembly, general, community halls, libraries, museums	176.88	169.36	162.95	154.91	141.73	137.12	147.95	125	119.26
A-4	Assembly, arenas	208.87	201.35	194.94	186.9	173.62	169.01	179.94	156.89	151.15
B	Business	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
B	Business – shell	146.31	140.94	136.26	129.50	118.04	113.60	124.39	103.59	99.01
B	Business – tenant improvement	36.58	35.23	34.06	32.38	29.51	28.40	31.10	25.90	24.75
E	Educational	195.85	189.10	183.56	175.25	163.21	154.58	169.21	142.63	137.99
F-1	Factory and industrial, moderate hazard	108.98	103.99	97.83	94.17	84.37	80.56	90.16	69.50	65.44
F-2	Factory and industrial, low hazard	107.98	102.99	97.83	93.17	84.37	79.56	89.16	69.50	65.44
H-1	High Hazard, explosives	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	N.P.
H-234	High Hazard	102.01	97.02	91.86	87.20	78.60	73.79	83.19	63.73	58.67
H-5	HPM	182.89	176.17	170.32	161.88	147.55	142.00	155.49	129.49	123.76
I-1	Institutional, supervised environment	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
I-2	Institutional, hospitals	308.5	301.79	295.93	287.5	272.14	N.P.	281.1	254.09	N.P.
I-2	Institutional, nursing homes	213.56	206.85	200.99	192.56	179.22	N.P.	186.16	161.17	N.P.
I-3	Institutional, restrained	208.37	201.66	195.80	187.37	174.54	167.98	180.97	156.48	148.74
I-4	Institutional, day care facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
M	Mercantile	132.61	127.00	121.79	116.21	106.35	103.15	110.52	92.05	88.36
M	Mercantile – shell	106.09	101.60	97.43	92.97	85.08	82.52	88.42	73.64	70.69
M	Mercantile – tenant improvement	26.52	25.40	24.36	23.24	21.27	20.63	22.10	18.41	17.67
R-1	Residential, hotels	182.28	175.70	170.83	162.68	150.87	146.84	162.68	135.49	131.23
R-2	Residential, multiple family	152.86	146.27	141.41	133.25	122.04	118.01	133.25	106.66	102.41
R-3	Residential, one- and two-family	143.93	139.97	136.51	132.83	127.95	124.61	130.57	119.73	112.65
R-4	Residential, care/assisted living facilities	180.72	174.14	169.28	161.12	149.06	145.04	161.12	133.69	129.43
S-1	Storage, moderate hazard	101.01	96.02	89.86	86.2	76.6	72.79	82.19	61.73	57.67
S-2	Storage, low hazard	100.01	95.02	89.86	85.2	76.6	71.79	81.19	61.73	56.67
S-2.1	Public Parking Garage	53.99	53.99	53.99	53.99	N.P.	N.P.	53.99	N.P.	N.P.
U	Utility, miscellaneous	77.1	72.64	68.12	64.64	58.13	54.28	61.62	45.49	43.33

a. Private Garages use Utility, miscellaneous
b. Unfinished basements (all use group) = \$15.00 per sq. ft.
c. For shell buildings other than B or M occupancies, use 80% of the sq. ft. values provided.
d. Tenant Improvements for other than B and M occupancies, use 20% of sq. ft. values provided.
e. N.P. = not permitted

The Valuation chart is provided by the International Code Council and published in The Building Safety Journal annually.



Legislation Description

File #: 15-319, Version: 1

AUTHORIZATION TO ADOPT A RESOLUTION FORMALLY SUPPORTING AND DESIGNATING UNITED STATES BICYCLE ROUTE 90 (USBR-90)

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution in support of officially designating the Thunderbird Paseo Pathway as United States Bicycle Route 90 (USBR-90) through the City of Glendale.

Background

The American Association of State Highway and Transportation Officials (AASHTO) is developing a national network of bicycle routes designated as the United States Bicycle Route (USBR) System. This system will link urban, suburban and rural areas using a variety of appropriate cycling facilities. To date, 8,043 miles of USBRs have been established in 16 states: Alaska, Florida, Kentucky, Illinois, Maine, Maryland, Massachusetts, Michigan, Minnesota, Missouri, New Hampshire, North Carolina, Ohio, Tennessee, Virginia, Washington and the District of Columbia. Currently, more than 40 states are working to create USBRs.

Nationally, the project is being coordinated by Adventure Cycling Association, a national non-profit organization specializing in bicycle travel and route development for cyclists. The routes are being numbered and catalogued by AASHTO.

Analysis

In Arizona, four USBR designations are being developed (USBR-66/70/79/90). The general route for USBR-90 is from the Arizona/New Mexico border north of Douglas, west to the Arizona/California border near Ehrenburg, Arizona and Blythe, California. The system will be made up of roads and shared-use paths for bicycle travel and will bring economic benefits to Glendale in the form of bicycle tourism.

The Arizona Department of Transportation (ADOT) will nominate the route for AASHTO designation once all agreements and letters of support are in place. ADOT has retained Lee Engineering to coordinate efforts toward the USBR System in Arizona.

USBR-90 follows the Thunderbird Paseo Pathway and the Arizona Canal Diversion Channel Trail from Glendale's eastern city limits at 51st Avenue, northwest to the western city limits at the 73rd Avenue alignment. Designated signage may potentially be installed along the route at a future time; however, this will be at no cost to the city and subject to staff review.

Community Benefit/Public Involvement

Residents throughout Glendale will benefit from this effort to designate the Thunderbird Paseo Pathway as USBR-90, as this designation could enhance long-term economic development opportunities in Glendale by encouraging bicycle-related tourism.

Budget and Financial Impacts

There are no budget impacts related to this USBR-90 designation.

RESOLUTION NO. 4957 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, STATING ITS SUPPORT FOR THE DEVELOPMENT OF U.S. BICYCLE ROUTE 90.

WHEREAS, bicycle tourism is a growing industry in North America, contributing to the economies of communities that provide facilities for such tourists; and

WHEREAS, the American Association of State Highway and Transportation Officials (AASHTO) has designated an east/west corridor crossing the state of Arizona to be developed as United States Bike Route 90 “(USBR 90);” and

WHEREAS, the Arizona Department of Transportation is supportive of AASHTO designated bicycle routes through Arizona, subject to ongoing collaboration with affected jurisdictions to designate specific facilities the routes will traverse; and

WHEREAS, the proposed USBR 90 traverses through the City of Glendale, a map and description of route of which is incorporated into this resolution as Exhibit A, and is expected to provide a benefit to local residents and businesses; and

WHEREAS, the City of Glendale has considered the proposed route and found it to be a suitable route through the City and desires that the route be formally designated so that it can be appropriately mapped and potentially signed, consequently promoting bicycle tourism in our area.

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

SECTION 1. That the Council hereby expresses its approval and support for the development of USBR 90.

SECTION 2. That the City Manager or designee is authorized to take action to officially designate the route accordingly.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

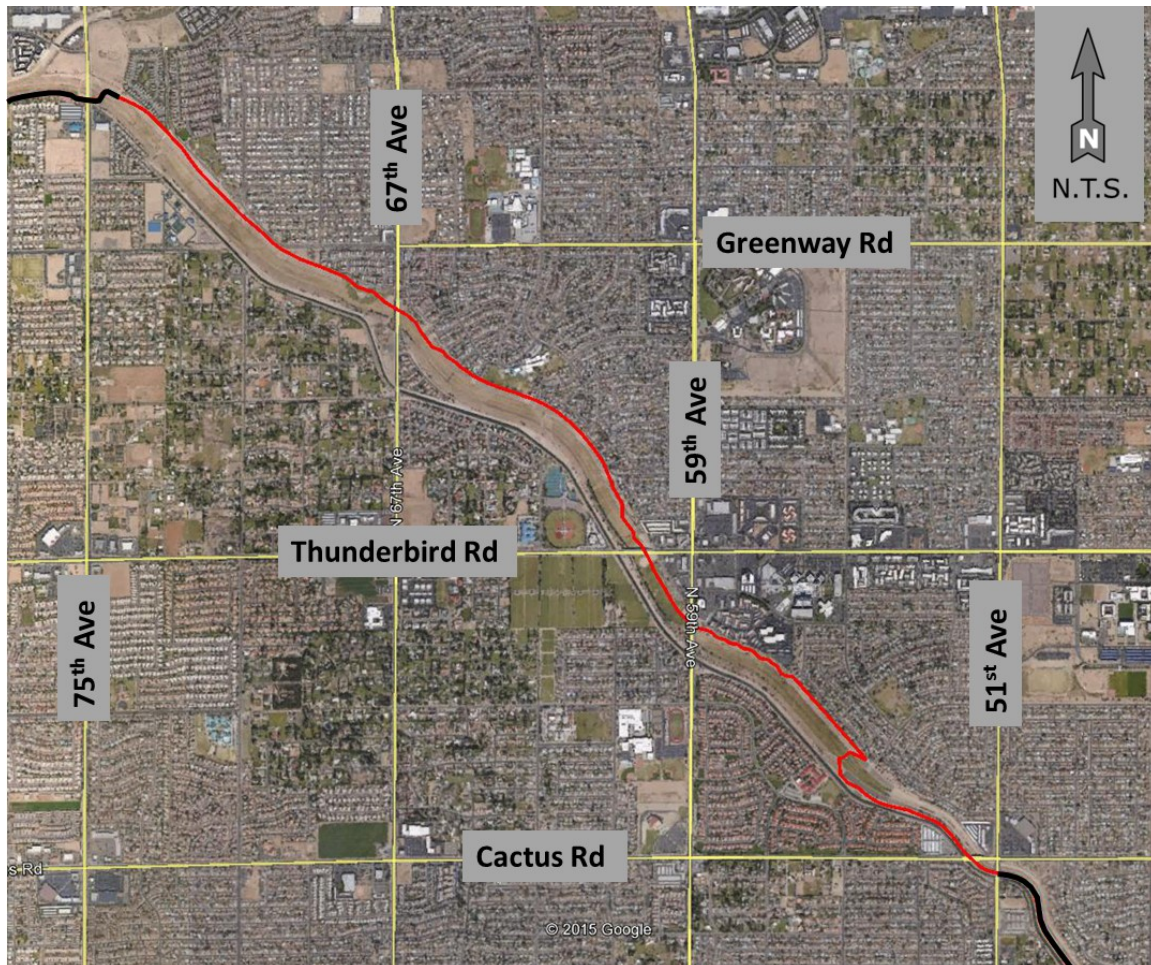
REVIEWED BY:

Acting City Manager

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EXHIBIT A

USBR 90 Route Through City of Glendale Maintenance Jurisdiction



- Arizona Canal Trail from the east city limits (west side of 51st Avenue) to 0.56 miles northwest of Cactus Road (55th Avenue Alignment)
- Arizona Diversion Channel crossing at the 55th Avenue alignment
- Arizona Diversion Channel Trail on the north side of the Arizona Diversion channel from 55th Avenue alignment to the west city limits (73rd Avenue alignment)



Legislation Description

File #: 15-346, Version: 1

FISCAL YEAR 2014-2015 BUDGET AMENDMENTS

Staff Contact: Tom Duensing, Interim Assistant City Manager

Purpose and Policy Guidance

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving Fiscal Year 2014-2015 (FY14-15) budget amendments. The City of Glendale's FY14-15 budget appropriation across all funds remains unchanged with this action. Exhibit A contains the requested appropriation and cash transfers between departments and funds consistent with Article VI, Section 11 of the City Code and consistent with Resolution No. 4759 supporting the Cash and Budget Appropriation Transfer Policy.

Background

A budget amendment is a transfer of appropriation authority. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year. Cash transfers typically occur with a corresponding appropriation transfer between funds to be used to fund and establish budget for a specific purpose in a separate fund. Cash only transfers can occur between funds to establish funding for current or future appropriated expenditures.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On December 10, 2013, Council adopted Resolution No. 4759 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

Analysis

This request is to: a) transfer cash between funds and b) transfer budget appropriations. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments - Exhibit A

The budget amendments requested in Exhibit A in the attached ordinance are associated with the: a) transfer of cash between fund and b) transfer of budget appropriations between funds or departments.

The types of transfers are grouped as follows:

Cash and Appropriation Transfers

- **Lines 1-17 and 22-23** - This represents cash and appropriation transfers from multiple funds into the PC Replacement fund related the funding of the PeopleSoft HCM upgrade. This funding request was approved by Council at the December 18, 2014 Council Voting Meeting with the inter-fund transfer being brought back to Council in the fourth quarter of the fiscal year.
- **Lines 18 and 24** - This represents cash and appropriation transfers for the real estate purchase relative to the intergovernmental agreement between the City and the City of Phoenix. This funding request was approved by Council at the December 18, 2014 Council Voting Meeting with inter-fund transfer being brought back to Council in the fourth quarter of the fiscal year.
- **Lines 19 and 25** - This represents cash and appropriation transfers for the newly established Excise Tax Debt Service Fund as the Municipal Property Corporation debt was refunded into Excise Tax debt in order to realize savings beginning in FY14-15.
- **Lines 20 and 26** - This represents cash and appropriation transfers for Council discretionary improvement district funds for parks capital projects.

Cash Transfers

- **Line 21** - This represents a cash only transfer of unspent RICO funds, previously transferred to the vehicle replacement fund, which can be utilized for future City of Glendale expenditures.

Appropriation Transfers

- **Line 27** - This represents an appropriation only transfer to provide the capacity to refund sales taxes generated at the stadium in excess of budgeted amounts.
- **Line 28** - This represents an appropriation only transfer to the Vehicle Replacement fund for the FY14-15 purchase of a City of Glendale fire truck.
- **Lines 29 and 30** - These represent appropriation only transfers from the General Fund Contingency to the City Manager's Office for severance and accrued leave payouts, costs associated with City Manager recruitment, and the continuation of the Acting City Manager.

- **Lines 31 and 32** - These represent appropriation only transfers to utilize budgetary savings for police costs at Camelback Ranch and unbudgeted costs in the Finance and Technology Department for the Grants Administrator position approved after adoption of the FY14-15 budget.

This is the first request of FY14-15 Council approved transfers which can only be approved in the fourth quarter of a fiscal year. Staff anticipates additional transfers for FY14-15 prior to the issuance of the annual financial statement audit.

Previous Related Council Action

On December 10, 2013, Council approved Resolution 4759 New Series supporting the Financial Policy on Appropriation and Cash Transfers.

Community Benefit/Public Involvement

The community benefit of the City's budget policies and amendment process demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

The City of Glendale's total FY14-15 budget appropriation across all funds remains unchanged. The FY14-15 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of appropriation authority between departments and funds.

ORDINANCE NO. 2939 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2014-2015 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another; and

WHEREAS, Resolution 4759 authorizes the City Council to approve cash transfers between funds in the last three months of the fiscal year.

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

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2014-2015 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

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

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FY 2015 Budget Amendment 4th QTR

Exhibit A

	Transfer From...				A=Approp C=Cash	Amount	Transfer To...			
	Fund	Div	Division Description	Acct			Fund	Div	Division Description	Acct
1	1000	01000	General Fund	701000	C	\$ 387,410	1140	01000	PeopleSoft HRMS Updates	701140
2	1040	01040	General Services	701140	C	\$ 11,882	1140	01140	PeopleSoft HRMS Updates	601040
3	1100	01100	Telephone Services	701140	C	\$ 383	1140	01140	PeopleSoft HRMS Updates	601100
4	1140	01140	PC Replacement	701140	C	\$ 383	1140	01140	PeopleSoft HRMS Updates	601100
5	1220	01220	Arts Commission Fund	701140	C	\$ 383	1140	01140	PeopleSoft HRMS Updates	601220
6	1281	01281	Stadium Event Operations	701140	C	\$ 766	1140	01140	PeopleSoft HRMS Updates	601281
7	1282	01282	Arena Event Operations	701140	C	\$ 766	1140	01140	PeopleSoft HRMS Updates	601280
8	1340	01340	Highway User Gas Tax	701140	C	\$ 14,949	1140	01140	PeopleSoft HRMS Updates	601340
9	1660	01660	Transportation Sales Tax	701140	C	\$ 18,877	1140	01140	PeopleSoft HRMS Updates	601660
10	1740	01740	Fire Sales Tax	701140	C	\$ 1,533	1140	01140	PeopleSoft HRMS Updates	601740
11	1750	01750	City Sales Tax - Bed Tax	701140	C	\$ 958	1140	01140	PeopleSoft HRMS Updates	601750
12	1760	01760	Airport Special Revenue	701140	C	\$ 2,300	1140	01140	PeopleSoft HRMS Updates	601760
13	1880	01880	Parks & Recreation Self Sust	701140	C	\$ 1,916	1140	01140	PeopleSoft HRMS Updates	602360
14	2360	02360	Water and Sewer	701140	C	\$ 89,402	1140	01140	PeopleSoft HRMS Updates	602420
15	2440	02440	Landfill	701140	C	\$ 14,949	1140	01140	PeopleSoft HRMS Updates	602440
16	2480	02480	Sanitation	701140	C	\$ 28,364	1140	01140	PeopleSoft HRMS Updates	602480
17	2530	02530	Training Facility Revenue Fund	701140	C	\$ 3,449	1140	01140	PeopleSoft HRMS Updates	602530
18	1000	01000	CIP Reserve Land	701283	C	\$ 345,750	1283	01283	Camelback Ranch Maint. Resv.-Land	601000
19	1940	01940	M.P.C. Debt Service	701950	C	\$ 1,793,415	1950	01950	Excise Tax Debt Service	601940
20	1000	01000	General Fund	701000	C	\$ 15,000	2070	02070	General Gov Capital Projects	601120
21	1120	01120	Veh. Replace. Rev	701860	C	\$ 386,225	1860	01860	RICO Forfeiture Revenues	601120
Sub-Total Cash Transfers:						\$ 3,119,060				
	Fund	Div	Division Description	Acct	A=Approp C=Cash	Amount	Fund	Div	Division Description	Acct
22	1000	91012	General Fund CIP Reserve	551000	A	\$ 387,410	1140	84700	Capital Projects PS HRMS Updates	551000
23	1840	80013	Capital Projects -CIP Grant Reserve	551000	A	\$ 191,260	1140	84700	Capital Projects PS HRMS Updates	551000
24	1000	81014	CIP Reserve Land	550400	A	\$ 345,750	1283	84200	Camelback Ranch Maint. Resv.-Land	550400
25	1940	89940	M.P.C. Debt Service	561400	A	\$ 1,793,415	1950	89945	Debt Service -Excise Bonds	561400
26	1000	10130	Council Office - Barrel Dist.	521000	A	\$ 15,000	2070	70802	Parks Capital Projects	518200
27	2210	65016	Ave Street Project	551000	A	\$ 3,000,000	1790	11400	AZSTA- Stadium Tax Refund	518200
28	1840	32118	Misc. Grants - Dept. Contingency	510200	A	\$ 250,000	1120	13610	Public Works- Equipment Replacement	551400
29	1000	11901	GF - Contingency	510200	A	\$ 180,000	1000	10310	City Manager - Salaries	500200
30	1000	11901	GF - Contingency	510200	A	\$ 120,000	1000	10310	City Manager - Prof & Contractual	500400
31	1282	12190	Arena-PD Event Staffing	500200	A	\$ 5,300	1283	12195	CBR-Police Event Staffing	500200
32	1000	10110	Council Office - City Council	500200	A	\$ 44,660	1000	11620	Finance - Grants Administration	500200
Sub-Total Appropriation Transfers:						\$ 6,332,795				
Total Cash Transfers:						\$ 3,119,060				
Total Appropriation Transfers:						\$ 6,332,795				



Legislation Description

File #: 15-342, Version: 1

FISCAL YEAR 2015-16 TENTATIVE BUDGET ADOPTION

Staff Contact: Tom Duensing, Interim Assistant City Manager

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Adoption of the Fiscal Year 2015-2016 (FY15-16) Tentative Budget, including the proposed Capital Improvement Program (CIP). This is also a request for City Council to give notice of the date for public hearings on the following items:

- The FY15-16 final budget;
- The FY15-16 property tax levy and the Truth in Taxation notice and the date for the adoption of the FY 2015-16 property tax levy

Once the Tentative Budget is approved by Council, it will be published in a newspaper of general circulation for two weeks along with a notice of public hearings on the final budget and the property tax levy on June 9, 2015 and adoption of the property tax levy at the June 23, 2015 meeting.

Background

The FY15-16 budget process included a five-year forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and review of the detailed budget request for each of the departments, which included both the operating funds and the capital outlay. To inform and deliberate on current budget issues and financing opportunities, several Budget Workshops were focused on specific budget and financial strategies for FY15-16 and future fiscal years. To date, a total of 6 public meetings were held relative to the FY15-16 budget process.

- Workshop - December 16 (General Fund a Major Operating Funds Five-Year Financial Forecast)
- Budget Workshop - February 3 (Overview of Budge Process and Policy Discussion)
- Budget Workshop - March 17 (Continue Policy Discussion and Financial Strategies)
- Budget Workshop- March 24 (Employee Benefits and Compensation and Review of the Ten-Year Capital Improvement Plan)
- Budget Workshop- April 14 (Presentation and Review of the FY15-16 Department Budget Requests)
- Budget Workshop- May 5 (Follow-up Discussion Budget Requests and Consideration for Policy Items)

State law requires that on or before the third Monday in July of each fiscal year, the City Council must adopt a tentative budget. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption; however, they may be decreased. This adoption sets the maximum "limits" for expenditure. The tentative budget must be fully itemized in conformance with the Auditor General's State Budget Forms

and entered upon the council meeting minutes. For cities with a property tax, the final budget must be adopted by the third Monday in August. State law requires at least fourteen days between adoption of the final budget and adoption of the tax levy.

In addition, special legislation further requires cities to publish a notice of Truth in Taxation if the proposed primary tax levy, excluding amounts attributable to new construction, is greater than the amount levied by the City in previous year.

Financial Policies are the foundation for a viable, sustainable Financial Plan. As discussed at the April 14, 2015 Budget Workshop, the City's financial and budget policies are a key component of the budget process and prioritization of resources. The polices cover four major areas;

1. Fiscal Planning and Budgeting
2. Expenditure Control
3. Capital Asset and Debt Management
4. Fund Reserves and Structure

The tentative budget document includes the Council's financial policies and will be adopted with the adoption of the tentative budget.

Analysis

The FY15-16 Tentative Budget request totals \$632 million. This represents a 2% decrease over the prior FY14-15 Budget. The planned spending reduction is mainly attributed to a decrease in Debt Service payments, as the result of a recent bond refinancing. A reduction in capital project carryover funding is also impacting the budget variance over the prior year.

The City's Annual Budget can be broken down into four major components; revenues, operations, capital, and debt service. As the General Fund is the largest operating fund in the City, this was the primary focus for much of the discussions over the past several months.

Overall the goal of the FY15-16 budget is to improve service delivery by leveraging technology, retaining dedicated staff, and continuing to improve the City's financial stability. The objectives and assumptions used in preparing the proposed budget center around the following;

- Improving the General Fund financial position
- Enhancing operations through advanced technology and innovation projects such as electronic plan review and permit system replacement, implementation of business intelligence (BI) solutions, and on-officer cameras
- Absorbing increases in MOU costs
- Absorbing 2.5 % non-represented employee pay increases
- Absorbing increases in Public Safety Personnel Retirement System (PSPRS) costs which includes additional contributions consistent with the League of Arizona Cities and Towns recommendations
- Consolidating the General Fund Sub-Funds

Operations

The total FY15-16 operating budget request is \$383.9 million, which represents a 4% increase over the FY14-15 operating budget of \$368.5 million. Large portions of this increase are due to the following:

- Internal Service Fund, technology projects
- Absorbed increases in MOU costs
- Absorbed 2.5% increases in non-represented employee pay
- Absorbed increases in employee benefits and retirement costs
- Public Safety Personnel Retirement System increases and prepayments

Revenues

Total revenues for FY15-16 are projected at \$511.2 million. The General Fund represents the largest revenue source at \$202.9 million, \$202.7 of which represents the Primary General Fund. These revenues are primarily used for general government operations. Key General Fund revenues are sales taxes (\$98.7 million), property taxes (\$5.5 million), and State Shared Revenues (\$57.9 million). Enterprise Funds represent the next largest source of revenue to the City at \$122.4 million. These revenues are mainly from user fees and charges for services such as water and sewer services or landfill charges.

Capital Improvement Projects

Each year, a Capital Improvement Plan (CIP) is developed which is the roadmap for creating, maintaining, and paying for Glendale's present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and that the City will have the funds to pay for and maintain them.

Capital improvements make up the bricks and mortar, or infrastructure that all cities must have in place to provide essential and quality of life services to current and future residents, businesses and visitors. They also are designed to prevent the deterioration of the City's existing infrastructure, and respond to and anticipate the future growth of the City.

The FY15-16 to FY21-25, Ten-Year CIP was presented to the council at the March 24, 2015 Council Workshop. The total Ten-Year CIP is estimated at \$792.6 million, which includes \$51.9 million of carryover appropriation from FY14-15 into FY15-16 for multi-year projects. The largest single project in the Ten-Year plan is the Westgate Parking Garage at \$46.4 million. The Ten-Year capital plan for Enterprise projects totals \$230.7 million and another \$199.4 million is dedicated to Transportation and Streets.

The first year of plan, the FY15-16 CIP totals \$125.3 million. Of this amount, \$51.9 million is requested carryover appropriation for prior year projects that are not yet complete, and \$73.4 million represents new funding for CIP projects. Transportation and Street Improvement projects (\$45.3 million) represent the largest portion of the FY15-16 CIP budget request at 36% of the total request followed by Water/Sewer budget requests (\$28.9 million) at 23% of the total request.

Highlights of the FY15-16 CIP include the following:

- Pavement Management - Highway User Revenue (\$19.7 million)
- Pavement Management - Transportation (\$2.7 million)
- Arrowhead Facility Improvements - Water/Sewer (\$6.6 million)
- Pyramid Peak WTP Improvements - Water (\$1.2 million)
- Northern Avenue Super Street - Transportation (\$4.6 million)
- Multi-Use Pathway - Transportation (\$1.0 million)
- Cholla Water Plant Improvements - Water (\$2.5 million)
- Sewer Improvements/Replacements - Sewer (\$2.7 million)
- Landfill Scalehouse & Road Relocation - Landfill (\$3.6 million)
- Landfill Phase Construction (North) - Landfill (\$4.7 million)
- Sanitation Vehicles & Equipment - Sanitation (\$3.4 million)
- Airport Improvements - Airport Capital Grants (\$4.8 million)

Debt Service

Budgeted Debt Service for FY15-16 totals \$77.9 million. The largest type of debt service is General Obligation (GO) Bonds totaling \$24.3 million or 31% of total debt service. GO debt is serviced through the secondary property tax levies. Other debt includes Municipal Property Corporation Debt (MPC) debt service totaling \$18.7 million and Excise Tax Debt Service totaling \$5.6 million. The MPC and Excise Tax debt is serviced directly from General Fund revenues.

Inter-Fund Transfers

Appropriated inter-fund transfer requests are a necessary mechanism for one fund to appropriately support the operations of other funds. For example, a budgeted transfer from the Transportation Sales Tax Operating Fund to the Transportation Capital Projects Fund is necessary to fund related capital outlay. As requested by council, the FY15-16 budget also includes maintenance of effort transfers of \$600,000 from the General Fund to the Enterprise Funds to support their operations. Inter-Fund Transfers for the FY15-16 budget total \$100.5 million.

Contingency

Contingency is included in the requested budget for unforeseen or unplanned expenditures. The FY15-16 request includes \$44.8 million in contingency appropriation with the largest appropriation request residing in the Capital Projects Funds and totaling \$12.4 million. For this fund type, contingency appropriation allows the City to program available project funds for any unforeseen expenditures that may arise during the fiscal year. The General Fund contingency request totals \$5 million which represents 2.4% of total General Fund revenues. It is important to note that the use of contingency appropriation requires City Council approval.

Previous Related Council Action

On May 5, 2015 a Budget Workshop was held to discuss follow up items and receive policy guidance on outstanding budget issues.

On April 14, 2015 a Budget Workshop was held to present the Department's FY15-16 budget request.

On March 24, 2015 a Budget Workshop was held to present and review the City's 10-year Capital

Improvement Plan. Employee compensation and benefit proposals were also presented. Council guidance was sought on various policy items relative to the FY15-16 budget development.

On March 17, 2015, a Budget Workshop was held seeking policy direction on various items relative to FY15-16 budget development.

On February 3, 2015, a Budget Workshop was held reviewing various items including the budget calendar, process, legal requirements, major budget components, and future discussion items.

On December 16, 2014, a Council Workshop was held and the General Fund and Major Operating Funds Five-Year Financial Forecast was presented which initiated the FY15-16 budget process.

Community Benefit/Public Involvement

The community benefit of the City's budget process, policy direction, and budgetary decisions demonstrates sound financial decisions are made through a transparent and public process. Ultimate budgetary decisions align with the strategic direction of the City and provide the public with information on service provided and Council priorities.

Budget and Financial Impacts

Budget and financial impacts are based on Council feedback. Adoption of the FY15-16 Tentative Budget sets the maximum expenditures for the fiscal year.

RESOLUTION NO. 4958 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2015-2016; SETTING FORTH THE REVENUE, THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES; ADOPTING CITY COUNCIL'S FINANCIAL POLICIES; AND GIVING NOTICE OF THE TIME FOR HEARING TAXPAYERS AND FOR FIXING TAX LEVIES.

WHEREAS, pursuant to the provisions of the laws of the United States, the State of Arizona, and the charter and ordinances of the City of Glendale, the Council must adopt a tentative budget for the fiscal year beginning July 1, 2015 and ending June 30, 2016; and

WHEREAS, it appears that the sums to be raised by taxation, as specified therein, do not in the aggregate, exceed that amount for primary property taxes as computed in A.R.S. § 42-17051(A); and

WHEREAS, the proposed expenditures of the Housing Fund are necessary in the efficient and economical operation of the housing program for the purpose of serving low-income families; and

WHEREAS, the financial plan of the Housing Fund is reasonable in that: (a) it includes a source of funding adequate to cover all proposed expenditures; (b) it does not provide for use of federal funding in excess of that payable under the Performance Funding System regulations; (c) that all proposed rental charges and expenditures will be consistent with provisions of law and the Annual Contributions Contract; and (d) that no public Housing Authority employee, reflected in the budget, is serving in a variety of positions which will exceed 100% allocation of his/her time; and

WHEREAS, it is the desire of the Council to absorb the costs of memoranda of understanding for represented employees and the costs of 2.5% non-represented employee pay increases, including appointed officials.

WHEREAS, the General Fund consists of one Primary General Fund and one General Fund, Sub-Fund established for fleet replacement; and

WHEREAS, the establishment of various Special Revenue and Internal Service Funds are necessary to account for activities formerly accounted for in General Fund, Sub-Funds; and

WHEREAS it is the desire of the Council to make annual maintenance of effort transfers of \$600,000 or more from the General Fund to the enterprise funds to support their operations.

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

SECTION 1. That the schedules herein contained are hereby adopted for the purpose as hereinafter set forth as the tentative budget for the City of Glendale for the fiscal year 2015-2016.

SECTION 2. That the Financial Policies herein contained are hereby adopted and approved.

SECTION 3. That the Council will conduct a hearing on the property tax levy on June 9, 2015 and levy the tax at a regularly scheduled meeting on June 23, 2015.

SECTION 4. That the Council will conduct a hearing for the purpose of finally hearing taxpayers on the budget on June 9, 2015 and then enter a special meeting on that same date to finally determine and adopt a final budget for fiscal year 2015-2016.

SECTION 5. That in accordance with state law and City Charter, the City Council may transfer unencumbered appropriation balances or portions thereof within an individual city office, department, or agency at any time; and the City Council may transfer unencumbered appropriation balances or portions thereof between one office, department or agency and another during the last three months of the fiscal year. The Acting City Manager may use his discretion in utilizing an appropriation that is authorized for a single department so long as the utilization is consistent with the purpose of the appropriation as set forth in the budget.

SECTION 6. That upon the recommendation by the Acting City Manager and with the approval of the City Council, expenditures may be made from the appropriation for contingencies.

SECTION 7. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, City Charter and ordinances.

SECTION 8. That all sums contained in said estimate expenditures shall be considered as specific appropriation and authority for the expenditures thereof, as provided for and in said budget, the laws of the United States Government, the State of Arizona, the Charter and ordinances of the City of Glendale.

SECTION 9. That pursuant to Glendale City Charter, Article VI, *et seq.*, and A.R.S. § 42-17101 *et seq.*, the City Council hereby directs that said tentative budget along with a notice of the dates the Council will meet for the purpose of hearing taxpayers as to the final budget and tax levies, as well as the date set for the levy on the property tax, all be published in the official newspaper of the city once a week for at least two (2) consecutive weeks following the adoption of this tentative budget.

Section 10. That costs of memoranda of understanding for represented employees and the costs of 2.5% non-represented employee pay increases, including appointed officials, shall be included.

SECTION 11. That Special Revenue and Internal Service Funds shall be established to account for activities formerly accounted for in General Fund, Sub-Funds.

Additional Special Revenue funds shall be created to account for specific revenue sources that are committed to expenditures for specified purposes. The Utility Bill Donation Fund shall account for the City of Glendale's From the Heart program. The Arts Commission Fund shall account for the City of Glendale's public art and performing arts programs funded through charges to eligible construction projects. The Court Security/Bonds Fund shall account for security services, facility improvements, and other restricted court costs funded from court surcharges and related fees. The Training Facility Revenue Fund shall account for revenues and expenditures associated with the Glendale Regional Public Safety Training Center.

Additional Internal Services funds shall be created to account for goods and services predominantly provided to other City of Glendale funds and departments. The Fleet Services Fund shall account for vehicle maintenance, fuel, and related costs for City of Glendale vehicles. The Technology Fund shall account for technology hardware replacement and software support, telephone replacement and support, and citywide information technology services. Technology Projects Fund shall account for technology software implementation and replacement.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2015.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager



Memorandum

DATE: May 26, 2015
TO: Mayor & Council
FROM: Richard A. Bowers, Acting City Manager
SUBJECT: FY15-16 Tentative Budget Adoption

I am pleased to present the City Manager's FY15-16 Tentative Budget to the City Council for adoption. Once this tentative budget has been adopted, the expenditures may not be increased upon final adoption, however they may be decreased. With adoption of the tentative budget, the Council has set its maximum limits for expenditure. As required by state budget law, the tentative budget is itemized on the attachment – State Auditor General Forms (A-G).

The FY15-16 Tentative Budget request totals \$632 million. This represents a 2% decrease over the prior FY14-15 Budget. The planned spending reduction is mainly attributed to a decrease in Debt Service payments, as the result of a recent bond refinancing. A reduction in capital project carryover funding is also impacting the budget variance over the prior year.

The City's Annual Budget can be broken down into four major components; revenues, operations, capital, and debt service. As the General Fund is the largest operating fund in the City, this was the primary focus for much of the discussions over the past several months.

Overall the goal of the FY15-16 budget is to improve service delivery by leveraging technology, retaining dedicated staff, and continuing to improve the City's financial stability. The objectives and assumptions used in preparing the proposed budget center around the following;

- Improving the General Fund financial position
- Enhancing operations through advanced technology and innovation projects such as electronic plan review and permit system replacement, implementation of business intelligence (BI) solutions, and on-officer cameras
- Absorbing increases in MOU costs
- Absorbing 2.5 % non-represented employee pay increases
- Absorbing increases in Public Safety Personnel Retirement System (PSPRS) costs which includes additional contributions consistent with the League of Arizona Cities and Towns recommendations
- Consolidating the General Fund Sub-Funds

The total FY15-16 Tentative Budget request is \$632 million, as follows:

By Category	Total Expenditure Request (in millions)
Operating Expenditures	\$ 383.9
Debt Service	77.9
Capital Outlay	125.3
Contingency	44.8
Total	\$ 632.0

By Fund	Total Expenditure Request (in millions)
General Fund – Primary	\$ 201.7
General Fund – Vehicle Replacement	4.5
Special Revenue Funds	80.2
Debt Service Funds	57.8
Capital Projects Funds	68.5
Permanent Funds	5.7
Enterprise Funds	162.7
Internal Service Funds	50.9
Total	\$ 632.0

Operations

The total FY15-16 operating budget request is \$383.9 million, which represents a 4% increase over the FY14-15 operating budget of \$368.5 million. Large portions of this increase are due to the following:

- Internal Service Fund, technology projects
- Absorbed increases in MOU costs
- Absorbed 2.5% increases in non-represented employee pay
- Absorbed increases in employee benefits and retirement costs
- Public Safety Personnel Retirement System increases and prepayments

Revenues

Total revenues for FY15-16 are projected at \$511.2 million. The General Fund represents the largest revenue source at \$202.9 million, \$202.7 of which represents the Primary General Fund. These revenues are primarily used for general government operations. Key General Fund revenues are sales taxes (\$98.7 million), property taxes (\$5.5 million), and State Shared Revenues (\$57.9 million). Enterprise Funds represent the next largest source of revenue to the City at \$122.4 million. These revenues are mainly from user fees and charges for services such as water and sewer services or landfill charges.

FUND	Revenue (in millions)
General Fund – Primary	\$ 202.7
General Fund – Vehicle Replacement	0.2
Special Revenue	116.3
Debt Service	19.8
Capital Projects	0.1
Permanent Fund	0.1
Enterprise Funds	122.5
Internal Service	49.5
Totals	\$ 511.2

Capital Improvement Projects

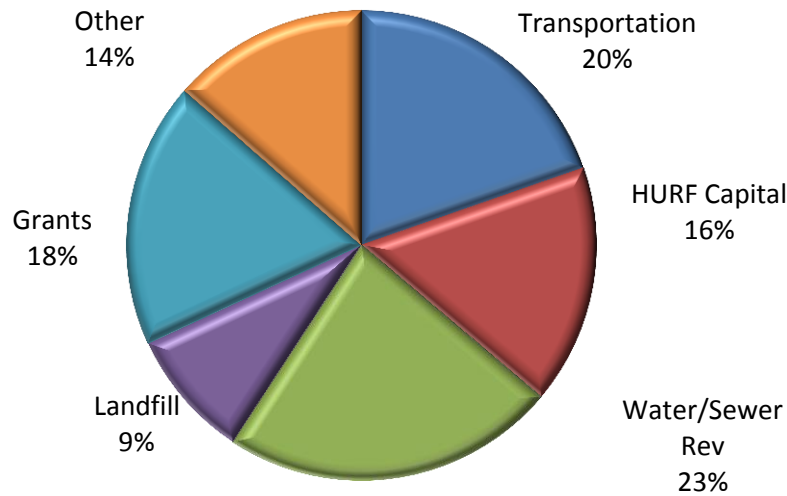
Each year, a Capital Improvement Plan (CIP) is developed which is the roadmap for creating, maintaining, and paying for Glendale’s present and future infrastructure needs. The CIP outlines project costs, funding sources and estimated future operating costs associated with each capital improvement. The plan is designed to ensure that capital improvements will be made when and where they are needed, and that the City will have the funds to pay for and maintain them.

Capital improvements make up the bricks and mortar, or infrastructure, that all cities must have in place to provide essential and quality of life services to current and future residents, businesses and visitors. They also are designed to prevent the deterioration of the City’s existing infrastructure, and respond to and anticipate the future growth of the City.

The FY15-16 to FY21-25, Ten-Year CIP was presented to the council at the March 24, 2015 Council Workshop. The total Ten-Year CIP is estimated at \$792.6 million, which includes \$51.9 million of carryover appropriation from FY14-15 into FY15-16 for multi-year projects. The largest single project in the Ten-Year plan is the Westgate Parking Garage at \$46.4 million. The Ten-Year capital plan for Enterprise projects totals \$230.7 million and another \$199.4 million is dedicated to Transportation and Streets.

The first year of plan, the FY15-16 CIP, totals \$125.3 million. Of this amount, \$51.9 million is requested carryover appropriation for prior year projects that are not yet complete, and \$73.4 million represents new funding for CIP projects. Transportation and Street Improvement projects (\$45.3 million) represent the largest portion of the FY15-16 CIP budget request at 36% of the total request followed by Water/Sewer budget requests (\$28.9 million) at 23% of the total request.

FY15-16 CIP Request



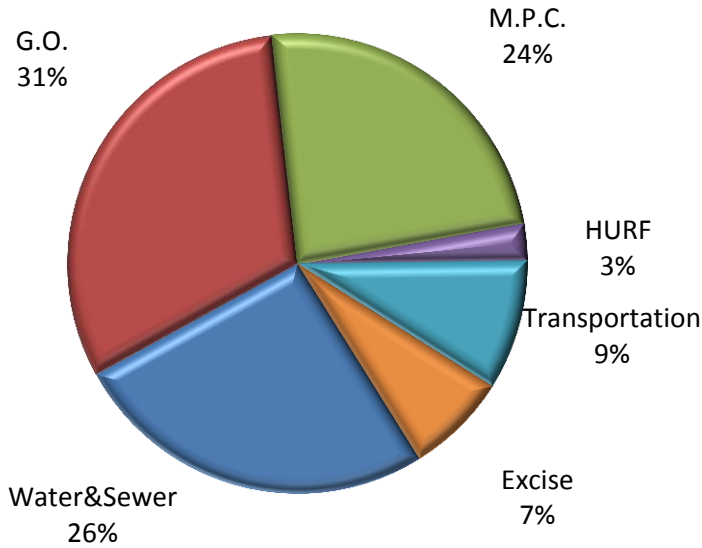
Highlights of the FY15-16 CIP include the following.

Projects	Funding Source	FY15-16 Request (millions)
Pavement Management	Highway User Revenue	\$ 19.7
Pavement Management	Transportation	\$ 2.7
Arrowhead Facility Improvements	Water/Sewer	\$ 6.6
Pyramid Peak WTP Improvements	Water	\$ 1.2
Northern Avenue Super Street	Transportation	\$ 4.6
Multi-Use Pathway	Transportation	\$ 1.0
Cholla Water Plant Improvements	Water	\$ 2.5
Sewer Improvements/Replacements	Sewer	\$ 2.7
LF Scalehouse & Road Relocation	Landfill	\$ 3.6
Landfill Phase Construction (North)	Landfill	\$ 4.7
Sanitation Vehicles & Equipment	Sanitation	\$ 3.4
Airport Improvements	Airport Capital Grants	\$ 4.8

Debt Service

Budgeted Debt Service for FY15-16 totals \$77.9 million. The largest type of debt service is General Obligation (GO) Bonds totaling \$24.3 million or 31% of total debt service. GO debt is serviced through the secondary property tax levies. Other debt includes Municipal Property Corporation Debt (MPC) debt service totaling \$18.7 million and Excise Tax Debt Service totaling \$5.6 million. The MPC and Excise Tax debt is serviced directly from General Fund revenues.

Debt Service by Type



Inter-Fund Transfers

Appropriated inter-fund transfer requests are a necessary mechanism for one fund to appropriately support the operations of other funds. For example, a budgeted transfer from the Transportation Sales Tax Operating Fund to the Transportation Capital Projects Fund is necessary to fund related capital outlay. As requested by council, the FY15-16 budget also includes maintenance of effort transfers of \$600,000 from the General Fund to the Enterprise Funds to support their operations. Inter-Fund Transfers for the FY15-16 budget total \$100.5 million.

Contingency

Contingency is included in the requested budget for unforeseen or unplanned expenditures. The FY15-16 request includes \$44.8 million in contingency appropriation with the largest appropriation request residing in the Capital Projects Funds and totaling \$12.4 million. For this fund type, contingency appropriation allows the City to program available project funds for any unforeseen expenditures that may arise during the fiscal year. The General Fund contingency request totals \$5 million which represents 2.4% of total General Fund revenues. It is important to note that the use of contingency appropriation requires City Council approval.

Budget Document

Section 1 – Financial Policies

This section includes the financial policies that are key to financial stability and long-term planning. The financial policies will be included in the FY15-16 Annual Budget book and cover four major areas;

1. Fiscal Planning and Budgeting
2. Expenditure Control
3. Capital Asset and Debt Management
4. Fund Reserves and Structure

Section 2 - Schedule One

This section includes Schedule One, a summary of the FY15-16 budgeted revenues and expenditures by fund. Schedule One is included in every annual budget document and provides a quick fund level summary of expected inflows (such as revenues) and outflows (such as expenditures) for each fund and, at a broader level, fund grouping (such as General Fund Group, Debt Service Fund Group, Internal Service Fund Group, etc.).

Schedule One shows a total budget of \$632.0 million for FY15-16 with an operating budget of \$383.9 million, a capital improvement budget of \$125.3 million, a debt service budget of \$77.9 million, and a contingency appropriation of \$44.8 million. Schedule One also shows a total revenue budget of \$511.2 million and a total transfer budget of \$100.5 million.

Section 3 - State of Arizona's Auditor General Budget Schedules

This section includes all of the State of Arizona's Office of the Auditor General's (AG) budget schedules. These schedules are labeled A through G and are identified in the following bullet points:

- Schedule A - Summary Schedule of Estimated Revenues and Expenditures/Expenses
- Schedule B - Tax Levy and Tax Rate Information
- Schedule C - Revenues Other Than Property Taxes
- Schedule D - Other Financing Sources/Uses and Interfund Transfers
- Schedule E - Expenditures/Expenses by Fund
- Schedule F - Expenditures/Expenses by Department
- Schedule G - Full-Time Employees and Personnel Compensation

Section 1

Financial Policies

FINANCIAL POLICIES

A key component of the Fiscal Year 2015-16 (FY15-16) budget is the adoption of the Council's financial policies. This budget document includes the Council's financial policies that were approved in the FY13-14 budget adoption process and revised in FY14-15.

While established financial policies existed, those financial policies needed to be expanded during the prior year. As the City focuses on long-term financial stability in its financial planning, it will become necessary to again revise the financial policies in FY15-16 to ensure the policies align with the expectations of the Council.

Council's financial policies serve as the foundation for moving forward with a strong, sustainable financial plan. Council's financial policies also provide a roadmap for the City's recovery to a more sustainable financial future. The policies provide broad policy guidance related to *Fiscal Planning and Budgeting*, *Expenditure Control*, *Capital Asset and Debt Management*, and *Fund Reserves and Structure*. All four key financial policy areas are discussed on the following pages.

FISCAL PLANNING AND BUDGETING

Fiscal planning is the process of identifying resources and allocating them among numerous and complex competing purposes. The primary vehicle for this planning is the preparation, monitoring and analysis of the budget. It is essential to incorporate a long-term perspective and to monitor the performance of the programs that are competing to receive funding.

The City Manager will submit to the Council a proposed annual budget, based on Council's established goals, and will execute the budget as finally adopted, pursuant to Title 42, Chapter 17, Article 3, Section 17105 of the Arizona Revised Statutes, as amended.

1. Revenue and expenditure forecasts will be prepared annually and will include a Five-Year Forecast for each major operating fund (General Fund, Enterprise Funds, and certain Special Revenue Funds). These Five-Year Forecasts will be prepared at the beginning of the operating budget process and 1) provide a long-term view of current year budget decisions affecting the City and 2) provide an estimate of the fund balance and sensitivity to revenue and expenditures changes over the forecast period.
 - a. The budget will be balanced, by fund, when all projected ongoing revenue sources do not exceed all ongoing expenses proposed for the current FY and for the upcoming FY. Use of the unassigned fund balance will occur only as authorized by Council and to address one-time costs, not ongoing costs or planned utilization of fund balance.
 - b. Revenues will not be dedicated for specific purposes unless approved by Council or required by law. All non-restricted revenues will be deposited in the General Fund and appropriated through the annual budget process.

2. To ensure ongoing General Fund stability, the primary property tax levy will be set each year at the maximum allowable amount.
3. Any proposed new service or program initiative will be developed to reflect current Council policy directives and shall be considered in the context of balancing ongoing anticipated revenues against ongoing anticipated expenses. Proposals will follow all related Council Financial Policies.
4. To ensure compliance with existing policy, all grant programs and any programs supplemented by outside funding will include a sunset provision consistent with the projected end of funding. Personnel paid with these funds will be considered temporary with no certainty of continued employment beyond the life of the funding unless otherwise approved by Council. Equipment and technology purchases with these kinds of funds are subject to the policies for the replacement funds.
5. The City Manager's recommended budget presented to Council will contain, at a minimum, the following elements:
 - a. Revenue projections by major category, by fund;
 - b. Expenditure projections by program levels and major expenditure category, by fund, including support provided to or received from other funds;
 - c. Debt service principal and interest amounts;
 - d. Proposed inter-fund transfers;
 - e. Projected fund balance by fund;
 - f. Proposed personnel staffing levels;
 - g. Detailed schedule of capital projects;
 - h. Any additional information, data, or analysis requested by Council.
6. The operating budget will be based on the principle that current ongoing operating expenditures, including debt service and support for other funds, will be funded with current ongoing revenues. The enterprise funds (water/sewer, sanitation and landfill) and the transportation sales tax fund will pay the indirect cost charges for services provided other funds. Additional funds may be added upon Council approval.
7. The budget will not use one-time (non-recurring) sources to fund continuing (recurring) expenditures.
8. Addition of personnel will be requested only to meet existing program initiatives and policy directives after service needs have been thoroughly examined and only if increased net ongoing revenue is substantiated.
9. The Finance and Technology Department and Human Resources Department will work together to manage position control. The number of full-time and regular part-time employees on the payroll will not exceed the total number of full-time equivalent positions that Council authorizes and adopts with the annual budget.

10. Benefits and compensation will be administered in accordance with Council policy direction.
 - a. Total compensation will be evaluated periodically for competitiveness.
 - b. A cost containment strategy means total costs for health insurance premiums will be shared between the employer, employees and retirees. Total premiums will be evaluated on an annual basis to ensure they are reasonable, competitive and expected to address anticipated claims plus the maintenance of an adequate reserve for the Employee Benefits Fund. Funding will be based on an annual actuarial report and its 75% confidence funding level recommendation.
 - c. A policy will be developed regarding the continuation of retiree health insurance after the completion of a comprehensive evaluation of the impact of GASB 67 and the presentation of results to Council.
11. Ideas for improving the efficiency and effectiveness of the city's programs and the productivity of its employees will be considered during the budget process.
12. Carryover of unspent appropriation from one fiscal year to the next is not automatic. The Finance and Technology Department staff will evaluate carryover requests and make recommendations to the City Manager. Recommended requests will be included in the City Manager's budget presented to Council.
13. Salary savings will be retained to the greatest extent possible to build fund balance. Salary savings may be used for expenses upon City Manager approval if within the same fund/department. Salary savings may be used for expenses between funds/departments upon Council approval within the last three months of the fiscal year.
14. Total fund appropriation changes must be approved by the Council. These changes must also comply with the city's Alternative Expenditure Limitation in accordance with Article IX, Section 20, Constitution of Arizona and A.R.S. § 41-563 where final budget adoption sets the maximum allowable appropriation for the upcoming fiscal year.
 - a. Council must approve use of any fund's contingency appropriation.
 - b. The City Manager may authorize a transfer of unencumbered appropriation balance within an individual city office, department or agency at any time during the fiscal year.
 - c. Council must approve any inter-departmental appropriation transfers during the last three months of the fiscal year.
 - d. Council must approve any inter-fund cash and appropriation transfers (i.e., transfers between funds) during the last three months of the fiscal year.
 - e. Procedures for requesting Council approval of appropriation transfers and delegation of budget responsibility will be set by the City Manager.

- f. If a budget appropriation is restricted to the last three months of the fiscal year for a necessary expenditure in the first nine months of a fiscal year, staff will seek approval from Council to exceed budget appropriation with a corresponding transfer in the last three months of the fiscal year. In order to maintain budgetary control, staff may seek Council approval to reduce budgetary appropriation, throughout the fiscal year, in order to ensure adequate funding exists to process the transfer within the last three months of the fiscal year.
 - g. For restricted fund transfers, the Council shall be provided with a) justification that such transfers are consistent with restricted fund purposes, b) assurance that the transfer has been legally reviewed by the City Attorney, and c) assurance that the transfer meets the restrictions set out in this transfer policy.
 - h. There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Finance and Technology Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Finance and Technology Department will seek Council ratification at the first possible Council meeting.
15. The replacement of General Fund capital equipment and related support for technology, vehicles and telephonic equipment [except cell phones] will be accomplished through the use of a “rental rate structure” that is revised annually as part of the annual budget process.
- a. Any equipment purchased with grant funding will be considered for ongoing replacement and ongoing replacement premium funding only if specifically authorized by the City Manager and noted in the budget submittal.
 - b. The ongoing replacement costs for new technology and new vehicle purchases will be incorporated into the upcoming fiscal year’s rental rate structure regardless of whether they are initially purchased through a lease or pay-as-you-go funding.
 - c. Replacements will be based on equipment lifecycle analyses by the Public Works Department for City vehicles, or the Finance and Technology Department for technology and telephonic systems.
16. The City Council supports economic development objectives that support the creation and retention of quality jobs (25% greater than the median average wage in Maricopa County), add revenue, and enhance the quality of life in Glendale. City Council will consider incentives when the circumstances of the economic development opportunity warrant them necessary and appropriate for the opportunity and in the best interest of the City.

EXPENDITURE CONTROL

Management will ensure compliance with the City Council adopted budget.

1. Expenditures will be controlled by an annual appropriated budget. Council will establish appropriations through the budget process. Council may transfer these appropriations as necessary through the budget amendment process as previously described.
2. The purchasing system will provide commodities and services in a timely manner to avoid interruptions in the delivery of services. All purchases will be made in accordance with the procurement code, purchasing policies, guidelines and procedures and applicable state and federal laws. The city may join various cooperative purchasing agreements to obtain supplies, equipment and services at the best value.
3. A system of internal controls and procedures using best practices will be maintained for the procurement and payment processes.
4. The State of Arizona sets a limit on the expenditures of local jurisdictions. Compliance with these expenditure limitations is required. The city will submit an audited expenditure limitation report as defined by the Uniform Expenditure Reporting System (A.R.S. Section 41-1279.07) along with audited financial statements to the State Auditor General within the required timeframe.

CAPITAL ASSET AND DEBT MANAGEMENT

Long term debt is used to finance capital projects with long useful lives. Financing capital projects with debt provides for an “intergenerational equity” because the actual users of the capital asset pay for its cost over time, rather than one group of users paying in advance for the costs of the asset.

The city will not give or loan its credit in aid of, nor make any donation, grant, or payment of any public funds, by subsidy or otherwise, to any individual, association, or corporation, except where there is a clearly identified public purpose and the city either receives direct consideration substantially equal to its expenditure or provides direct assistance to those in need.

Long-term debt will not be used to fund current operations or smaller projects that can be financed from current revenues or resources.

1. A 10-year Capital Improvement Plan (CIP) will be updated annually as part of the budget process. It will include projected life cycle costing. Only the first year of the plan will be appropriated. The remainder will be projections to be addressed in subsequent years.
 - a. Life cycle costing is a method of calculating the total cost of a physical asset throughout its life. It is concerned with all costs of ownership and takes into

account all of the costs incurred by an asset from its acquisition to its disposal, including design, installation, operating, and maintenance costs.

2. The 10-year CIP will address capital needs in the following order:
 - a. to improve existing assets;
 - b. to replace existing assets;
 - c. to construct new assets.

3. All projects will be evaluated annually by a multi-departmental team regarding
 - a. accuracy of the projected costs;
 - b. consistency with the General Plan and Council policy goals;
 - c. long-range master plans;
 - d. ability to finance initial capital costs;
 - e. ability to finance life cycle costs;
 - f. ability to cover the associated additional ongoing operating costs.

4. All projects funded with general obligation bonds will be undertaken only with voter approval as required through a bond election.
 - a. General Obligation debt is supported by secondary property tax revenues. The secondary property tax revenues assessed are based upon the ability to finance the City's debt service obligations and the rate is dependent upon the revenue requirements and the assessed valuation of taxable property. At a minimum, the general obligation debt service fund balance will be at least 10% of the next fiscal year's property tax supported debt service.

5. Non-voter approved debt supported by General Fund revenues such as Municipal Property Corporation (MPC) bonds, excise tax bonds, and lease obligations will be used only when a dedicated ongoing revenue source is identified to pay the associated debt service obligations. This type of debt service will not exceed 10% of the 5-year average of the General Fund's operating revenue available to support the debt service obligations.
 - a. For FY15-16, debt service is 11.75% of the FY15-16 General Fund operating revenue as defined above.

6. For non-voter approved debt, the following considerations will be made prior to the pledging of projected revenues for the ongoing payment of associated ongoing debt service obligations:
 - a. The project requires ongoing revenue not available from other sources.
 - b. Matching monies are available that may be lost if not applied for in a timely manner.
 - c. Catastrophic conditions.

7. Short-term borrowing or lease/purchase contracts should be considered for financing major operating capital equipment only when:
 - a. The repayment term does not exceed the expected useful life of the equipment to be purchased;
 - b. An ongoing revenue source is identified to pay the annual debt service; and
 - c. The Finance and Technology Director, along with the city's financial advisors, determine that this is in the city's best financial interest.
8. These policies are in addition to the policies incorporated in the Debt Management Plan.

FUND RESERVES AND STRUCTURE

Fund balance is an important indicator of the City's financial position. Adequate fund balances are maintained to allow the City to continue to providing services to the community in case of economic downturns and/or unexpected emergencies or requirements. To ensure the continuance of sound financial management of public resources, committed, assigned, or unassigned General Fund, fund balance will be maintained to provide resources to address emergencies, sudden loss of revenue, or unexpected downturns in the economy. Use of fund balances will be limited to address unanticipated, non-recurring needs and planned future one-time or non-recurring obligations. Unassigned balances may, however, be used to allow time to restructure operations and must be approved by the City Council.

1. The minimum unrestricted (*the total amount of the committed, assigned, and unassigned*) fund balance in the General Fund shall total 25% of projected annual ongoing revenues. For the other major governmental operating funds, the total minimum restricted fund balance shall be 10% of projected revenues.
 - a. If a situation arises where fund balance at the end of the current fiscal year is less than the Council approved fund balance level, the deficiency should be replenished in the coming fiscal years, not to exceed a total of five consecutive years.
 - b. Inclusive in the 25% General Fund unrestricted fund balance, an assigned Budget Stabilization Reserve will be maintained at 10% of the General Fund operating revenues to be used in the event of unexpected revenue shortfalls if needed, and to be adjusted at year end.
 - c. Inclusive in the 25% General Fund unrestricted fund balance, an assigned Operating Reserve will begin to be established in FY14-15 for amounts over the General Fund Budget Stabilization Reserve and which will increase incrementally each year until it reaches at least 15% of the General Fund operating revenues by FY19-20, which is the ensuing five fiscal years. Any usage of this reserve must be approved by the majority of the City Council, and the City shall strive to replenish the Operating Reserve the following fiscal year. Examples of potential usage would be to provide funding to deal

with fluctuations in fiscal cycles and Council approved operating requirements.

- d. The City Manager may establish additional assigned fund balance reserves for certain anticipated obligations or other purposes.
2. Any balance in excess of the fund balance reserves may be used to support one-time expenditures. Council approval is required to use these funds to supplement "pay as you go" capital outlay, one-time operating expenditures, or to prepay existing debt.
3. The fund balance for the various Trust Funds will be based on annual actuarial reports and the target funding level must be at the 75% confidence funding level.
4. Separate fund balance operating reserves may be required by bond issuance documents for those funds with outstanding bonded debt. These requirements will not be viewed as additional fund balance needs unless they are greater than those established by these goals.

Section 2

Schedule One

Fund Balance Analysis

SCHEDULE ONE

FY2016 Fund Balance Analysis

		Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance
General Fund											
1000	General	\$26,821,078	\$202,743,071	\$24,144,445	(\$21,817,014)	(\$194,114,097)	(\$2,540,398)	\$0	(\$5,000,000)	(\$201,654,495)	\$30,237,085
1120	Vehicle Replacement	\$5,943,646	\$256,000	\$0	\$0	(\$4,500,000)	\$0	\$0	\$0	(\$4,500,000)	\$1,699,646
Sub-Total General Fund		\$32,764,724	\$202,999,071	\$24,144,445	(\$21,817,014)	(\$198,614,097)	(\$2,540,398)	\$0	(\$5,000,000)	(\$206,154,495)	\$31,936,731
Special Revenue Funds											
1200	Utility Bill Donation	\$82,973	\$155,400	\$0	\$0	(\$200,000)	\$0	\$0	\$0	(\$200,000)	\$38,373
1220	Arts Commission Fund	\$870,461	\$281,112	\$0	\$0	(\$188,226)	(\$200,000)	\$0	\$0	(\$388,226)	\$763,347
1240	Court Security/Bonds	\$167,424	\$729,595	\$0	\$0	(\$539,755)	\$0	\$0	\$0	(\$539,755)	\$357,264
1300	Home Grant	\$0	\$1,674,204	\$0	\$0	(\$1,674,204)	\$0	\$0	\$0	(\$1,674,204)	\$0
1310	Neighborhood Stabilization Pgm	\$0	\$926,259	\$0	\$0	(\$926,259)	\$0	\$0	\$0	(\$926,259)	\$0
1311	N'hood Stabilization Pgm III	\$0	\$1,100,000	\$0	\$0	(\$1,100,000)	\$0	\$0	\$0	(\$1,100,000)	\$0
1320	C.D.B.G.	\$0	\$3,637,151	\$0	\$0	(\$3,637,151)	\$0	\$0	\$0	(\$3,637,151)	\$0
1340	Highway User Gas Tax	\$23,058,009	\$14,169,119	\$0	(\$21,609,851)	(\$9,357,635)	\$0	\$0	(\$650,000)	(\$10,007,635)	\$5,609,642
1650	Transportation Grants	\$0	\$19,134,936	\$0	\$0	(\$1,000,000)	(\$18,134,936)	\$0	\$0	(\$19,134,936)	\$0
1660	Transportation Sales Tax	\$28,133,304	\$24,470,223	\$900,000	(\$32,795,441)	(\$13,512,235)	\$0	\$0	\$0	(\$13,512,235)	\$7,195,851
1700	Police Special Revenue	\$7,427,075	\$15,045,955	\$0	(\$16,305,055)	\$0	\$0	\$0	\$0	\$0	\$6,167,975
1720	Fire Special Revenue	\$465,000	\$7,576,332	\$0	(\$7,839,390)	\$0	\$0	\$0	\$0	\$0	\$201,942
1760	Airport Special Revenue	\$0	\$545,779	\$92,868	\$0	(\$638,647)	\$0	\$0	\$0	(\$638,647)	\$0
1820	CAP Grant	\$0	\$1,302,025	\$25,794	\$0	(\$1,303,723)	\$0	\$0	\$0	(\$1,303,723)	\$24,096
1830	Emergency Shelter Grants	\$0	\$208,992	\$0	\$0	(\$208,992)	\$0	\$0	\$0	(\$208,992)	\$0
1840	Grants	\$0	\$16,776,589	\$0	\$0	(\$6,579,040)	\$0	\$0	(\$10,197,549)	(\$16,776,589)	\$0
1860	RICO Funds	\$1,703,162	\$1,015,000	\$0	\$0	(\$2,481,886)	\$0	\$0	\$0	(\$2,481,886)	\$236,276
1880	Parks & Recreation Self Sust	\$154,552	\$1,094,167	\$0	\$0	(\$1,162,922)	\$0	\$0	\$0	(\$1,162,922)	\$85,797
1885	Parks & Recreation Designated	\$124,619	\$9,300	\$0	\$0	(\$81,818)	\$0	\$0	\$0	(\$81,818)	\$52,101
2120	Airport Capital Grants	\$0	\$4,838,303	\$0	\$0	\$0	(\$4,838,303)	\$0	\$0	(\$4,838,303)	\$0
2530	Training Facility Revenue Fund	\$129,983	\$1,624,992	\$0	\$0	(\$1,624,992)	\$0	\$0	\$0	(\$1,624,992)	\$129,983
Sub-Total Special Revenue Fund		\$62,316,563	\$116,315,433	\$1,018,662	(\$78,549,737)	(\$46,217,485)	(\$23,173,239)	\$0	(\$10,847,549)	(\$80,238,273)	\$20,862,648
Debt Service Funds											
1900	G.O. Bond Debt Service	\$9,447,867	\$19,841,880	\$209,713	\$0	\$0	\$0	(\$24,337,128)	\$0	(\$24,337,128)	\$5,162,332
1920	HURF Debt Service	\$34,956	\$0	\$1,975,800	\$0	\$0	\$0	(\$1,975,800)	\$0	(\$1,975,800)	\$34,956
1930	PFC Debt Service	\$98,159	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$0	\$98,159
1940	M.P.C. Debt Service	\$7,049,167	\$0	\$14,287,862	\$0	\$0	\$0	(\$18,737,313)	\$0	(\$18,737,313)	\$2,599,716
1950	Excise Tax Deb Service	\$6,585	\$0	\$5,600,000	\$0	\$0	\$0	(\$5,575,770)	\$0	(\$5,575,770)	\$30,815
1970	Transportation Debt Service	\$6,476	\$0	\$7,147,999	\$0	\$0	\$0	(\$7,147,999)	\$0	(\$7,147,999)	\$6,476
Sub-Total Debt Service Funds		\$16,643,210	\$19,841,880	\$29,221,374	\$0	\$0	\$0	(\$57,774,010)	\$0	(\$57,774,010)	\$7,932,454

SCHEDULE ONE

FY2016 Fund Balance Analysis

	Beginning Fund Balance	Projected Revenues	Transfer In	Transfer Out	Operations	Capital Outlay	Debt Service	Contingency	Total Appropriation	Ending Fund Balance	
Capital Project Funds											
1380	DIF Library Bld	\$1,753,687	\$6,333	\$0	\$0	\$0	\$0	(\$1,760,020)	(\$1,760,020)	\$0	
1421+	DIF-Fire Protection Facilities	\$803,992	\$2,000	\$0	\$0	\$0	\$0	(\$805,992)	(\$805,992)	(\$0)	
1441+	DIF-Police Facilities	\$1,631,826	\$6,403	\$0	\$0	\$0	\$0	(\$1,638,229)	(\$1,638,229)	\$0	
1461+	DIF-Citywide Parks	\$331,395	\$40,318	\$0	\$0	\$0	\$0	(\$371,713)	(\$371,713)	\$0	
1481+	DIF-Citywide Recreation Fac	\$1,298,338	\$5,356	\$0	(\$209,713)	\$0	\$0	(\$1,093,981)	(\$1,093,981)	(\$0)	
1501+	DIF-Libraries	\$2,926,325	\$12,290	\$0	\$0	(\$1,064,630)	\$0	(\$1,873,985)	(\$2,938,615)	\$0	
1520	DIF-Citywide Open Spaces	\$503,021	\$2,000	\$0	\$0	\$0	\$0	(\$505,021)	(\$505,021)	(\$0)	
1541+	DIF-Parks Dev Zone 1	\$235,535	\$700	\$0	\$0	(\$114,000)	\$0	(\$122,235)	(\$236,235)	(\$0)	
1561+	DIF-Parks Dev Zone 2	\$178,163	\$1,123	\$0	\$0	(\$163,497)	\$0	(\$15,789)	(\$179,286)	\$0	
1581+	DIF-Parks Dev Zone 3	\$84,732	\$383	\$0	\$0	(\$33,000)	\$0	(\$52,115)	(\$85,115)	\$0	
1601+	DIF-Roadway Improvements	\$4,055,891	\$11,800	\$0	\$0	(\$925,555)	\$0	(\$3,142,136)	(\$4,067,691)	(\$0)	
1620	DIF-General Government	\$161,323	\$667	\$0	\$0	\$0	\$0	(\$161,990)	(\$161,990)	\$0	
1980	Streets Constr. - 1999 Auth	\$2,698,299	\$1,500	\$0	\$0	(\$2,655,486)	\$0	(\$44,313)	(\$2,699,799)	(\$0)	
2000	Hurf Street Bonds	\$18,827	\$1,500	\$20,634,051	\$0	(\$20,654,378)	\$0	\$0	(\$20,654,378)	(\$0)	
2040	Public Safety Construction	\$1,929,386	\$200	\$0	\$0	(\$855)	(\$1,928,731)	\$0	(\$1,929,586)	\$0	
2060	Parks Construction	\$83	\$0	\$0	\$0	(\$83)	\$0	\$0	(\$83)	\$0	
2070	General Gov Capital Projects	\$2,234,438	\$0	\$0	\$0	(\$2,234,438)	\$0	\$0	(\$2,234,438)	\$0	
2180	Flood Control Construction	\$2,553,401	\$200	\$0	\$0	(\$2,415)	(\$1,677,743)	(\$873,443)	(\$2,553,601)	\$0	
2210	Transportation Capital Project	\$0	\$0	\$24,647,442	\$0	(\$24,647,442)	\$0	\$0	(\$24,647,442)	\$0	
Sub-Total Capital Fund		\$23,398,662	\$92,773	\$45,281,493	(\$209,713)	(\$3,353)	(\$56,098,900)	\$0	(\$12,460,962)	(\$68,563,215)	(\$0)
Permanent Funds											
2280	Cemetery Perpetual Care	\$5,647,617	\$22,000	\$0	\$0	\$0	\$0	(\$5,669,617)	(\$5,669,617)	\$0	
Sub-Total Permanent Funds		\$5,647,617	\$22,000	\$0	\$0	\$0	\$0	\$0	(\$5,669,617)	(\$5,669,617)	\$0
Enterprise Funds											
2360+	Water and Sewer	\$71,653,215	\$81,199,487	\$225,000	\$0	(\$50,670,513)	(\$28,922,685)	(\$20,158,683)	(\$8,637,424)	(\$108,389,305)	\$44,688,397
2440	Landfill	\$11,027,537	\$10,796,290	\$315,000	\$0	(\$9,578,913)	(\$11,138,288)	\$0	(\$600,000)	(\$21,317,201)	\$821,626
2480	Sanitation	\$2,454,021	\$14,953,000	\$60,000	\$0	(\$13,467,271)	(\$3,455,446)	\$0	(\$200,000)	(\$17,122,717)	\$344,304
2500	Pub Housing Budget Activities	\$2,400,000	\$15,494,940	\$310,490	\$0	(\$15,891,384)	\$0	\$0	\$0	(\$15,891,384)	\$2,314,046
Sub-Total Enterprise Funds		\$87,534,773	\$122,443,717	\$910,490	\$0	(\$89,608,081)	(\$43,516,419)	(\$20,158,683)	(\$9,437,424)	(\$162,720,607)	\$48,168,373
Internal Service Funds											
2540	Risk Management Self Insurance	\$1,776,276	\$3,032,950	\$0	\$0	(\$2,934,598)	\$0	\$0	(\$1,400,000)	(\$4,334,598)	\$474,628
2560	Workers Comp. Self Insurance	\$7,025,499	\$2,335,777	\$0	\$0	(\$2,201,956)	\$0	\$0	\$0	(\$2,201,956)	\$7,159,320
2580	Benefits Trust Fund	\$210,992	\$25,239,376	\$0	\$0	(\$25,450,368)	\$0	\$0	\$0	(\$25,450,368)	\$0
2590	Fleet Services	\$24,979	\$9,000,000	\$0	\$0	(\$9,007,510)	\$0	\$0	\$0	(\$9,007,510)	\$17,469
2591	Technology	\$200,187	\$6,655,283	\$0	\$0	(\$6,650,551)	\$0	\$0	\$0	(\$6,650,551)	\$204,919
2592	Technology Projects	\$0	\$3,234,800	\$0	\$0	(\$3,234,800)	\$0	\$0	\$0	(\$3,234,800)	\$0
Sub-Total Internal Service Funds		\$9,237,933	\$49,498,186	\$0	\$0	(\$49,479,783)	\$0	\$0	(\$1,400,000)	(\$50,879,783)	\$7,856,336
TOTAL		\$237,543,482	\$511,213,060	\$100,576,464	(\$100,576,464)	(\$383,922,799)	(\$125,328,956)	(\$77,932,693)	(\$44,815,552)	(\$632,000,000)	\$116,756,542

Section 3

Auditor General Schedules (A thru G)

CITY OF GLENDALE
Summary Schedule of Estimated Revenues and Expenditures/Expenses
Fiscal Year 2016

FUND	ADOPTED BUDGETED EXPENDITURES/EXPENSES* 2015	ACTUAL EXPENDITURES/EXPENSES** 2015	FUND BALANCE/ NET POSITION*** July 1, 2015**	PROPERTY TAX REVENUES 2016	ESTIMATED REVENUES OTHER THAN PROPERTY TAXES 2016	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016		TOTAL FINANCIAL RESOURCES AVAILABLE 2016	BUDGETED EXPENDITURES/EXPENSES 2016
						SOURCES	<USES>	IN	<OUT>		
1 General Fund	\$ 223,816,035	\$ 210,570,704	\$ 32,764,724	Primary: \$ 5,529,882	\$ 197,469,189	\$	\$	\$ 24,144,445	\$ 21,817,014	\$ 238,091,226	\$ 206,154,495
2 Special Revenue Funds	71,006,735	50,196,630	62,316,563		116,315,433			1,018,662	78,549,737	101,100,921	80,238,273
3 Debt Service Funds Available	66,840,371	65,046,956	16,643,210	Secondary: 19,268,783	573,097			29,221,374		65,706,464	57,774,010
4 Less: Amounts for Future Debt Retirement								-			
5 Total Debt Service Funds	66,840,371	65,046,956	16,643,210	19,268,783	573,097			29,221,374		65,706,464	57,774,010
6 Capital Projects Funds	74,948,943	7,297,897	23,398,662		92,773			45,281,493	209,713	68,563,215	68,563,215
7 Permanent Funds	5,655,870		5,647,617		22,000					5,669,617	5,669,617
8 Enterprise Funds Available	170,832,088	123,283,544	87,534,773		122,443,717			910,490		210,888,980	162,720,607
9 Less: Amounts for Future Debt Retirement								-			
10 Total Enterprise Funds	170,832,088	123,283,544	87,534,773		122,443,717			910,490		210,888,980	162,720,607
11 Internal Service Funds	28,899,958	28,899,958	9,237,933		49,498,186					58,736,119	50,879,783
12 TOTAL ALL FUNDS	\$ 642,000,000	\$ 485,295,689	\$ 237,543,482	\$ 24,798,665	\$ 486,414,395	\$	\$	\$ 100,576,464	\$ 100,576,464	\$ 748,756,542	\$ 632,000,000

EXPENDITURE LIMITATION COMPARISON

1. Budgeted expenditures/expenses
2. Add/subtract: estimated net reconciling items
3. Budgeted expenditures/expenses adjusted for reconciling items
4. Less: estimated exclusions
5. Amount subject to the expenditure limitation
6. EEC or voter-approved alternative expenditure limitation

	2015	2016
1. Budgeted expenditures/expenses	\$ 642,000,000	\$ 632,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	642,000,000	632,000,000
4. Less: estimated exclusions		
5. Amount subject to the expenditure limitation	\$ 642,000,000	\$ 632,000,000
6. EEC or voter-approved alternative expenditure limitation	\$ 528,312,730	\$ 542,088,977

The city/town does not levy property taxes and does not have special assessment districts for which property taxes are levied. Therefore, Schedule B has been omitted.

* Includes Expenditure/Expense Adjustments Approved in current year from Schedule E.

** Includes actual amounts as of the date the proposed budget was prepared, adjusted for estimated activity for the remainder of the fiscal year.

*** Amounts in this column represent Fund Balance/Net Position amounts except for amounts not in spendable form (e.g., prepaids and inventories) or legally or contractually required to be maintained intact (e.g., principal of a permanent fund).

CITY OF GLENDALE
Tax Levy and Tax Rate Information
Fiscal Year 2016

	<u>2015</u>	<u>2016</u>
1. Maximum allowable primary property tax levy. A.R.S.	\$ <u>5,364,136</u>	\$ <u>5,529,882</u>
2. Amount received from primary property taxation in	\$ _____	
3. Property tax levy amounts		
A. Primary property taxes	\$ <u>5,364,136</u>	\$ <u>5,529,882</u>
B. Secondary property taxes	<u>19,065,274</u>	<u>19,268,783</u>
C. Total property tax levy amounts	\$ <u>24,429,410</u>	\$ <u>24,798,665</u>
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ <u>5,324,339</u>	
(2) Prior years' levies	<u>39,797</u>	
(3) Total primary property taxes	\$ <u>5,364,136</u>	
B. Secondary property taxes		
(1) Current year's levy	\$ <u>18,951,838</u>	
(2) Prior years' levies	<u>113,436</u>	
(3) Total secondary property taxes	\$ <u>19,065,274</u>	
C. Total property taxes collected	\$ <u>24,429,410</u>	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	<u>0.4896</u>	<u>0.4898</u>
(2) Secondary property tax rate	<u>1.6605</u>	<u>1.7067</u>
(3) Total city/town tax rate	<u>2.1501</u>	<u>2.1965</u>
B. Special assessment district tax rates		
Secondary property tax rates - As of the date the proposed budget was prepared, the city/town was operating _____ special assessment districts for which secondary property taxes are levied. For information pertaining to these special assessment districts and their tax rates, please contact the city/town.		

* Includes actual property taxes collected as of the date the proposed budget was prepared, plus

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
GENERAL FUNDS			
Local taxes			
City Sales Tax	\$ 96,060,623	\$ 96,060,623	\$ 98,695,608
Arena Fees	440,826	440,826	749,618
Licenses and permits			
Gas/Electric Franchise Fees	2,733,977	\$ 2,733,977	\$ 2,828,000
Cable Franchise Fees	1,572,061	1,572,061	1,572,061
Building Permits	1,106,000	1,106,000	1,124,802
Fire Department Other Fees	873,968	873,968	995,600
Sales Tax Licenses	660,542	660,542	665,564
Right-of-Way Permits	345,000	255,000	331,000
Fire Dept CD Fees	318,643	318,643	355,220
Liquor Licenses	201,400	201,400	182,700
Planning/Zoning	180,000	180,000	235,300
Bus./Prof. Licenses	110,770	110,770	110,770
Miscellaneous CD Fees	110,000	110,000	142,881
Business Licenses	80,560	80,560	80,560
Arena Fees	71,794	71,794	182,828
Engineering Plan Check Revenue	9,000	9,000	9,000
Plan Check Fees	4,000	4,000	4,068
Intergovernmental			
State Income Tax	\$ 27,444,369	\$ 27,444,369	\$ 27,297,178
State Shared Sales Tax	20,486,143	20,486,143	21,659,358
Motor Vehicle In-Lieu	8,016,651	8,016,651	8,960,744
Partner Revenue	-	-	-
Arena Fees	211,676	211,676	350,000
Miscellaneous	132,250	132,250	103,020
Charges for services			
Internal Charges	\$ 10,412,222	\$ 10,412,222	\$ -
Staff & Adm Chargebacks	9,700,000	9,700,000	9,700,000
Arena Fees	6,129,615	6,129,615	5,773,830
Facility Rental Income	1,921,310	1,921,310	1,858,164
Recreation Revenue	1,355,120	1,355,120	1,400,408
Partner Revenue	-	-	-
Security Revenue	733,203	733,203	740,535
Plan Check Fees	700,000	700,000	711,900
Miscellaneous	488,509	488,509	485,985
Fire Department Other Fees	439,695	439,695	484,805
Right-of-Way Permits	310,000	200,000	250,000
City Property Rental	303,120	320,646	329,527
Engineering Plan Check Revenue	155,191	155,191	130,191
Health Care Revenue	61,250	61,250	61,863
Court Revenue	61,000	56,000	56,000
Camelback Ranch Rev - Fire	53,000	53,000	53,530
Traffic Engineering Plan Check	30,210	30,210	30,660
Equipment Rental	25,000	25,000	25,250

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
Fines and forfeits			
Court Revenue	\$ 3,041,705	\$ 3,406,077	\$ 2,707,580
Miscellaneous	250,100	250,250	252,750
Library Fines/Fees	122,000	122,000	131,844
Interest on investments			
Interest	\$ 265,414	\$ 265,387	\$ 402,080
Contributions			
SRP In-Lieu	\$ 278,315	\$ 278,315	\$ 278,315
Miscellaneous			
Miscellaneous	\$ 2,329,885	\$ 2,329,885	\$ 2,827,481
Fire Department Other Fees	987,785	987,785	987,785
City Property Rental	342,768	322,256	350,180
Lease Proceeds	210,200	210,200	404,000
Cemetery Revenue	185,000	185,000	185,000
Library Fines/Fees	131,000	131,000	133,646
Other	75,500	75,500	80,000
Total General Fund	\$ 202,268,370	\$ 202,424,879	\$ 197,469,189
SPECIAL REVENUE FUNDS			
Community Services Funds			
Recreation Revenue	\$ 976,861	\$ 976,861	\$ 1,002,667
Facility Rental Income	115,000	115,000	100,500
Interest	300	300	300
Miscellaneous	-	-	-
	\$ 1,092,161	\$ 1,092,161	\$ 1,103,467
Human Services Grants			
Grants	\$ 8,946,755	\$ 8,835,261	\$ 7,853,601
Miscellaneous	646,067	646,067	995,030
	\$ 9,592,822	\$ 9,481,328	\$ 8,848,631
Other Grants			
Grants	\$ 15,992,136	\$ 15,992,136	\$ 16,267,162
Miscellaneous	-	-	509,427
	\$ 15,992,136	\$ 15,992,136	\$ 16,776,589
Public Safety Funds			
City Sales Tax	\$ 12,992,893	\$ 12,992,893	\$ 13,305,446
City Sales Tax - PS .4	8,906,707	8,906,707	9,316,841
State Forfeitures	1,000,000	1,000,000	1,000,000
Federal Forfeitures	15,000	15,000	15,000
	\$ 22,914,600	\$ 22,914,600	\$ 23,637,287

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
Transportation/HURF Funds			
City Sales Tax	\$ 23,432,936	\$ 24,322,500	\$ 24,206,223
Grants	17,741,847	329,819	15,532,681
Highway User Revenues	12,903,286	12,903,286	14,147,499
Miscellaneous	2,011,000	2,011,000	8,526,097
LTAf - Lottery	666,707	666,707	-
Airport Fees	467,925	467,925	481,860
Transit Revenue	128,807	128,807	124,000
Interest	80,000	143,000	140,000
	<u>\$ 57,432,508</u>	<u>\$ 40,973,044</u>	<u>\$ 63,158,360</u>
Charges for services			
Partner Revenue	\$ 1,172,308	\$ 1,172,308	\$ 1,285,654
	<u>\$ 1,172,308</u>	<u>\$ 1,172,308</u>	<u>\$ 1,285,654</u>
Intergovernmental			
Partner Revenue	\$ 315,392	\$ 315,392	\$ 339,338
Miscellaneous	-	-	30,250
	<u>\$ 315,392</u>	<u>\$ 315,392</u>	<u>\$ 369,588</u>
Fines and forfeits			
Court Revenue	\$ -	\$ -	\$ 698,497
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 698,497</u>
Interest on investments			
Interest	\$ -	\$ -	\$ 4,387
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 4,387</u>
Miscellaneous			
Miscellaneous	\$ -	\$ -	\$ 432,973
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 432,973</u>
Total Special Revenue Funds	<u>\$ 108,511,927</u>	<u>\$ 91,940,969</u>	<u>\$ 116,315,433</u>
DEBT SERVICE FUNDS			
Miscellaneous	\$ 633,413	\$ 633,413	\$ 573,097
SRP In-Lieu	-	-	-
	<u>\$ 633,413</u>	<u>\$ 633,413</u>	<u>\$ 573,097</u>
Total Debt Service Funds	<u>\$ 633,413</u>	<u>\$ 633,413</u>	<u>\$ 573,097</u>
CAPITAL PROJECTS FUNDS			
Development Impact Fee Funds			
Development Impact Fees	\$ 1,653,291	\$ 531,377	\$ 39,177
Interest	47,792	51,862	50,196
	<u>\$ 1,701,083</u>	<u>\$ 583,239</u>	<u>\$ 89,373</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
G.O. Bond Funds			
Interest	\$ 2,696	\$ 3,590	\$ 400
Miscellaneous	-	4,600	1,500
	\$ 2,696	\$ 8,190	\$ 1,900
Other Capital Funds			
Interest	\$ 21,406	\$ 1,464	\$ 1,500
	\$ 21,406	\$ 1,464	\$ 1,500
Total Capital Projects Funds	\$ 1,725,185	\$ 592,893	\$ 92,773
PERMANENT FUNDS			
Cemetery Perpetual Care			
Interest	\$ 20,000	\$ 24,410	\$ 22,000
	\$ 20,000	\$ 24,410	\$ 22,000
Total Permanent Funds	\$ 20,000	\$ 24,410	\$ 22,000
ENTERPRISE FUNDS			
Water/Sewer Funds			
Water Revenues	\$ 48,694,016	\$ 46,153,361	\$ 46,187,528
Sewer Revenue	33,051,526	32,570,000	32,733,679
Miscellaneous	1,022,203	1,445,633	1,310,080
Water Development Impact Fees	990,086	1,040,086	360,000
Sewer Development Impact Fees	125,000	153,515	235,000
Interest	120,000	220,185	220,200
Staff & Adm Chargebacks	82,000	82,000	82,000
City Property Rental	65,000	65,000	65,000
Facility Rental Income	6,000	6,000	6,000
	\$ 84,155,831	\$ 81,735,780	\$ 81,199,487
Landfill			
Tipping Fees	\$ 5,174,760	\$ 4,786,090	\$ 4,844,590
Recycling Sales	2,478,380	2,171,500	2,688,000
Internal Charges	2,204,800	2,646,000	2,570,000
Staff & Adm Chargebacks	525,000	431,000	431,000
Miscellaneous	489,703	464,960	113,700
Other	102,000	102,000	104,000
Interest	40,000	47,076	45,000
	\$ 11,014,643	\$ 10,648,626	\$ 10,796,290
Sanitation			
Residential Sanitation	\$ 10,630,000	\$ 10,630,000	\$ 10,630,000
Commercial Sanitation Frontload	3,400,000	3,400,000	3,400,000
Commercial Sanitation Rolloff	600,000	600,000	600,000
Miscellaneous	145,588	145,588	101,000
Internal Charges	115,000	115,000	115,000
Miscellaneous Bin Service	100,000	100,000	100,000
Interest	4,000	7,000	7,000
	\$ 14,994,588	\$ 14,997,588	\$ 14,953,000

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2016

SOURCE OF REVENUES	ESTIMATED REVENUES 2015	ACTUAL REVENUES* 2015	ESTIMATED REVENUES 2016
Pub Housing Budget Activities			
Grants	\$ 15,522,294	\$ 15,522,294	\$ 15,494,940
	<u>\$ 15,522,294</u>	<u>\$ 15,522,294</u>	<u>\$ 15,494,940</u>
Total Enterprise Funds	<u>\$ 125,687,356</u>	<u>\$ 122,904,288</u>	<u>\$ 122,443,717</u>
INTERNAL SERVICE FUNDS			
Risk Management Self Insurance			
Internal Charges	\$ 2,500,000	\$ 2,500,000	\$ 3,000,000
Security Revenue	24,750	24,750	24,750
Interest	8,200	8,200	8,200
	<u>\$ 2,532,950</u>	<u>\$ 2,532,950</u>	<u>\$ 3,032,950</u>
Workers Comp. Self Insurance			
Internal Charges	\$ 1,894,001	\$ 1,894,001	\$ 2,299,827
Security Revenue	24,750	24,750	24,750
Interest	11,200	11,200	11,200
	<u>\$ 1,929,951</u>	<u>\$ 1,929,951</u>	<u>\$ 2,335,777</u>
Benefits Trust Fund			
City Contributions	\$ 13,726,767	\$ 13,726,767	\$ 15,003,357
Employee Contributions	5,118,861	5,118,861	5,594,915
Retiree Contributions	4,154,143	4,154,143	4,540,477
Miscellaneous	90,000	90,000	98,370
Right-of-Way Permits	1,394	1,394	1,524
Interest	671	671	733
	<u>\$ 23,091,836</u>	<u>\$ 23,091,836</u>	<u>\$ 25,239,376</u>
Fleet Services			
Internal Charges	\$ -	\$ -	\$ 9,000,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 9,000,000</u>
Technology			
Internal Charges	\$ -	\$ -	\$ 6,652,283
Miscellaneous	-	-	3,000
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 6,655,283</u>
Technology Projects			
Internal Charges	\$ -	\$ -	\$ 3,234,800
	<u>\$ -</u>	<u>\$ -</u>	<u>\$ 3,234,800</u>
Total Internal Service Funds	<u>\$ 27,554,737</u>	<u>\$ 27,554,737</u>	<u>\$ 49,498,186</u>
TOTAL ALL FUNDS	<u>\$ 466,400,988</u>	<u>\$ 446,075,589</u>	<u>\$ 486,414,395</u>

* Includes actual revenues recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated revenues for the remainder of the fiscal year.

CITY OF GLENDALE
Other Financing Sources/<Uses> and Interfund Transfers
Fiscal Year 2016

FUND	OTHER FINANCING 2016		INTERFUND TRANSFERS 2016	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
1000 - General	\$	\$	\$ 24,144,445	\$ 21,817,014
Total General Fund	\$ -	\$ -	\$ 24,144,445	\$ 21,817,014
SPECIAL REVENUE FUNDS				
1340 - Highway User Gas Tax	\$	\$	\$ -	\$ 21,609,851
1660 - Transportation Sales Tax			900,000	32,795,441
1700 - Police Special Revenue			-	16,305,055
1720 - Fire Special Revenue			-	7,839,390
1760 - Airport Special Revenue			92,868	-
1820 - CAP Grant			25,794	-
Total Special Revenue Funds	\$ -	\$ -	\$ 1,018,662	\$ 78,549,737
DEBT SERVICE FUNDS				
1900 - G.O. Bond Debt Service	\$	\$	\$ 209,713	\$ -
1920 - HURF Debt Service			1,975,800	-
1940 - M.P.C. Debt Service			14,287,862	-
1950 - Excise Tax Debt Service			5,600,000	-
1970 - Transportation Debt Service			7,147,999	-
Total Debt Service Funds	\$ -	\$ -	\$ 29,221,374	\$ -
CAPITAL PROJECTS FUNDS				
1481+ - DIF-Citywide Recreation Fac	\$	\$	\$ -	\$ 209,713
2000 - Hurf Street Bonds			20,634,051	-
2210 - Transportation Capital Project			24,647,442	-
Total Capital Projects Funds	\$ -	\$ -	\$ 45,281,493	\$ 209,713
PERMANENT FUNDS				
Total Permanent Funds	\$ -	\$ -	\$ -	\$ -
ENTERPRISE FUNDS				
2360+ - Water and Sewer	\$	\$	\$ 225,000	\$ -
2440 - Landfill			315,000	-
2480 - Sanitation			60,000	-
2500 - Pub Housing Budget Activities			310,490	-
Total Enterprise Funds	\$ -	\$ -	\$ 910,490	\$ -
INTERNAL SERVICE FUNDS				
Total Internal Service Funds	\$ -	\$ -	\$ -	\$ -
TOTAL ALL FUNDS	\$ 0	\$ 0	\$ 100,576,464	\$ 100,576,464

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2016

12828793 FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
GENERAL FUND				
City Attorney	\$ 2,881,214	\$ -	\$ 2,881,214	\$ 2,944,274
City Auditor	301,079	-	301,079	337,879
City Clerk	718,680	-	718,680	566,826
City Court	4,573,803	-	4,214,595	3,878,094
City Manager	872,264	-	872,264	917,044
Communications	3,287,119	-	3,287,119	3,474,896
Community Services	13,828,523	-	13,655,361	13,951,698
Council Districts&Of	1,066,101	-	1,066,101	930,478
Development Services	4,221,737	-	4,221,737	4,231,931
Economic Development	941,088	-	929,533	924,260
Finance & Technology	31,779,531	12,828,670	40,529,531	21,721,378
Fire Services	39,207,074	635,000	39,207,074	41,665,248
HR & Risk Mgt	1,736,121	-	1,736,121	1,776,967
Intergovt. Relations	477,640	-	477,640	512,016
Mayor's Office	281,127	-	281,127	391,288
Non-Departmental	1,485,704	-	1,485,704	10,026,202
Police Services	74,775,765	432,752	74,775,765	78,014,087
Public Works	22,292,453	1,999,302	19,930,059	14,889,929
Carryover Reserve	-	-	-	-
Contingency	5,330,000	(2,136,712)	-	5,000,000
Total General Fund	\$ 210,057,023	\$ 13,759,012	\$ 210,570,704	\$ 206,154,495
SPECIAL REVENUE FUNDS				
City Court	\$ -	\$ -	\$ -	\$ 539,755
Community Services	1,299,684	-	1,299,684	1,632,966
Community Services Grants	450,000	-	450,000	450,000
Fire Grants	5,001,610	(635,000)	4,366,610	5,158,123
Fire Services	-	-	-	787,230
Human Services Grants	9,555,459	-	9,554,071	8,850,329
Misc. Capital Grants	2,000,000	(191,260)	-	-
Misc. Grants	3,293,649	-	3,293,649	5,447,549
Non-Departmental	-	-	-	200,000
Police Grants	5,246,877	(432,752)	4,814,125	5,720,917
Police RICO	2,445,733	-	2,445,733	2,481,886
Police Services	-	-	-	359,377
Public Works	21,680,888	-	21,680,888	23,986,902
Public Works Grants	12,919,409	(250,000)	430,308	4,838,303
Transportation Grants	6,822,438	-	1,861,562	19,134,936
Contingency	1,800,000	-	-	650,000
Total Special Revenue Funds	\$ 72,515,747	\$ (1,509,012)	\$ 50,196,630	\$ 80,238,273

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2016

12828793 FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
DEBT SERVICE FUNDS				
General Obligation	\$ 26,072,628	\$ -	\$ 26,072,628	\$ 24,337,128
Excise Tax Bonds		1,793,415	-	5,575,770
Highway User (HURF)	1,958,000		1,958,000	1,975,800
Municipal Property Corp	31,478,662	(1,793,415)	29,685,247	18,737,313
Transportation Obligation	7,331,081		7,331,081	7,147,999
Total Debt Service Funds	\$ 66,840,371	\$ -	\$ 65,046,956	\$ 57,774,010
CAPITAL PROJECTS FUNDS				
Community & Econ Dev	\$ -	\$ -	\$ -	\$ -
Community Services	1,275,876		91,228	1,390,127
Economic Development	726,528		-	2,530,400
Finance & Technology	3,818		3,818	3,353
Fire Services	2,101		-	-
Police Services	536,587		368,703	1,928,731
Public Works	66,242,740	(12,250,000)	6,834,148	50,249,642
Contingency	18,411,293		-	12,460,962
Total Capital Projects Funds	\$ 87,198,943	\$ (12,250,000)	\$ 7,297,897	\$ 68,563,215
PERMANENT FUNDS				
Contingency	\$ 5,655,870	\$ -	\$ -	\$ 5,669,617
Total Permanent Funds	\$ 5,655,870	\$ -	\$ -	\$ 5,669,617
ENTERPRISE FUNDS				
Development Services	136,798		136,798	140,647
Finance & Technology	2,904,338		2,904,338	3,029,403
Human Services Grants	15,884,596		15,884,596	15,891,384
Public Works	38,336,336		27,856,241	37,639,918
Water Services	82,591,655		51,023,206	76,423,148
Water Services Debt	25,478,365		25,478,365	20,158,683
Contingency	5,500,000		-	9,437,424
Total Enterprise Funds	\$ 170,832,088	\$ -	\$ 123,283,544	\$ 162,720,607
INTERNAL SERVICE FUNDS				
HR & Risk Mgt	\$ 28,899,958	\$ -	\$ 28,899,958	\$ 30,586,922
Finance & Technology			-	9,885,351
Public Works			-	9,007,510
Contingency			-	1,400,000
Total Internal Service Funds	\$ 28,899,958	\$ 0	\$ 28,899,958	\$ 50,879,783
TOTAL ALL FUNDS	\$ 642,000,000	\$ 0	\$ 485,295,689	\$ 632,000,000

* Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2016**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
City Attorney				
1000 - General	\$ 2,881,214	\$ -	\$ 2,881,214	\$ 2,944,274
City Attorney Total	\$ 2,881,214	\$ -	\$ 2,881,214	\$ 2,944,274
City Auditor				
1000 - General	\$ 301,079	\$ -	\$ 301,079	\$ 337,879
City Auditor Total	\$ 301,079	\$ -	\$ 301,079	\$ 337,879
City Clerk				
1000 - General	\$ 718,680	\$ -	\$ 718,680	\$ 566,826
City Clerk Total	\$ 718,680	\$ -	\$ 718,680	\$ 566,826
City Court				
1000 - General	\$ 3,742,767	\$ -	\$ 3,742,767	\$ 3,878,094
1240 - Court Security/Bonds	531,036	-	471,828	539,755
City Court Total	\$ 4,273,803	\$ -	\$ 4,214,595	\$ 4,417,849
City Manager				
1000 - General	\$ 872,264	\$ -	\$ 872,264	\$ 917,044
City Manager Total	\$ 872,264	\$ -	\$ 872,264	\$ 917,044
Communications				
1000 - General	\$ 1,909,338	\$ -	\$ 1,909,338	\$ 3,474,896
1281 - Stadium Event Operations	13,494	-	13,494	-
1750 - City Sales Tax-Bed Tax	655,695	-	655,695	-
1870 - Marketing Self Sust	708,592	-	708,592	-
Communications Total	\$ 3,287,119	\$ -	\$ 3,287,119	\$ 3,474,896
Community Services				
1000 - General	\$ 12,727,793	\$ -	\$ 12,727,793	\$ 13,951,698
1220 - Arts Commission Fund	473,162	-	189,912	388,226
1260 - Library	120,000	-	120,000	-
1280 - Youth Sports Complex	233,000	-	233,000	-
1300 - Home Grant	1,625,895	-	1,625,895	1,674,204
1310 - Neighborhood Stabilization Pgm	1,320,000	-	1,320,000	926,259
1311 - N'hood Stabilization Pgm III	600,000	-	600,000	1,100,000
1320 - C.D.B.G.	4,549,500	-	4,358,200	3,637,151
1460 - DIF-Citywide Parks	234	-	-	-
1480 - DIF-Citywide Recreation Fac	234	-	-	-
1500 - DIF-Libraries	373,817	-	90,735	1,064,630
1520 - DIF-Citywide Open Spaces	351,822	-	-	-
1540 - DIF-Parks Dev Zone 1	121,056	-	-	114,000
1560 - DIF-Parks Dev Zone 2	132,863	-	-	163,497
1580 - DIF-Parks Dev Zone 3	42,929	-	-	33,000
1740 - Civic Center	574,568	-	574,568	-

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2016**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2015	2015	2015	2016
1820 - CAP Grant	1,299,684		1,299,684	1,303,723
1830 - Emergency Shelter Grants	208,992		208,992	208,992
1840 - Grants	450,000		450,000	450,000
1880 - Parks & Recreation Self Sust	1,135,704		1,135,704	1,162,922
1885 - Parks & Recreation Designated	115,368		115,368	81,818
2060 - Parks Construction	252,921		493	-
2500 - Pub Housing Budget Activities	15,884,596		15,884,596	15,891,384
Community Services Total	\$ 42,594,138	\$ -	\$ 40,934,940	\$ 42,151,504

Contingency

1000 - General	\$ 5,000,000	\$ (2,136,712)	\$ -	\$ 5,000,000
1010 - National Events	330,000		-	-
1340 - Highway User Gas Tax	600,000		-	650,000
1380 - DIF Library Bldg	1,755,130		-	1,760,020
1420 - DIF-Fire Protection Facilities	737,391		-	805,992
1440 - DIF-Police Facilities	1,719,834		-	1,638,229
1460 - DIF-Citywide Parks	380,559		-	371,713
1480 - DIF-Citywide Recreation Fac	720,885		-	1,093,981
1500 - DIF-Libraries	2,871,254		-	1,873,985
1520 - DIF-Citywide Open Spaces	151,036		-	505,021
1540 - DIF-Parks Dev Zone 1	73,178		-	122,235
1560 - DIF-Parks Dev Zone 2	50,941		-	15,789
1580 - DIF-Parks Dev Zone 3	67,280		-	52,115
1600 - DIF-Roadway Improvements	3,432,993		-	3,142,136
1620 - DIF-General Government	161,637		-	161,990
1660 - Transportation Sales Tax	1,200,000		-	-
1980 - Streets Constr. - 1999 Auth	504,582		-	44,313
2040 - Public Safety Construction	1,561,451		-	-
2060 - Parks Construction	18,747		-	-
2080 - Gov't Facilities - 1999 Auth	4,864		-	-
2100 - Economic Dev. Constr-1999 Auth	395,670		-	-
2130 - Cultural Facility Bond Fund	262,088		-	-
2140 - Open Space/Trails Constr-99 Au	587,700		-	-
2180 - Flood Control Construction	2,954,073		-	873,443
2280 - Cemetery Perpetual Care	5,655,870		-	5,669,617
2360+ - Water and Sewer	4,200,000		-	8,637,424
2440 - Landfill	600,000		-	600,000
2480 - Sanitation	700,000		-	200,000
2540 - Risk Management Self Insurance	-		-	1,400,000
Contingency Total	\$ 36,697,163	\$ (2,136,712)	\$ -	\$ 34,618,003

* Grant Contingency Allocated to Department

Council Districts&Of

1000 - General	\$ 1,066,101	\$ -	\$ 1,066,101	\$ 930,478
Council Districts&Of Total	\$ 1,066,101	\$ -	\$ 1,066,101	\$ 930,478

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2016**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Development Services				
1000 - General	\$ 4,103,318	\$ -	\$ 4,103,318	\$ 4,231,931
1010 - National Events	118,419	-	118,419	-
2360+ - Water and Sewer	136,798	-	136,798	-
Development Services Total	\$ 4,358,535	\$ -	\$ 4,358,535	\$ 4,231,931
Economic Development				
1000 - General	\$ 916,088	\$ -	\$ 904,533	\$ 924,260
1010 - National Events	25,000	-	25,000	-
2100 - Economic Dev. Constr-1999 Auth	726,528	-	-	-
Economic Development Total	\$ 1,667,616	\$ -	\$ 929,533	\$ 924,260
Finance & Technology				
1000 - General	\$ 8,409,473	\$ 12,250,000	\$ 17,659,473	\$ 21,721,378
1100 - Telephone Services	1,178,404	-	1,178,404	-
1140 - PC Replacement	4,174,223	578,670	4,174,223	-
1282 - Arena Event Operations	16,001,610	-	15,501,610	-
1790 - Stadium City Sales Tax - AZSTA	2,015,821	-	2,015,821	-
1900 - G.O. Bond Debt Service	26,072,628	-	26,072,628	24,337,128
1940 - M.P.C. Debt Service	31,478,662	(1,793,415)	29,685,247	18,737,313
2040 - Public Safety Construction	855	-	855	855
2060 - Parks Construction	83	-	83	83
2100 - Economic Dev. Constr-1999 Auth	465	-	465	-
2180 - Flood Control Construction	2,415	-	2,415	2,415
2360+ - Water and Sewer	2,904,338	-	2,904,338	3,029,403
2591 - Technology	-	-	-	6,650,551
2591 - Technology Projects	-	-	-	3,234,800
1950 - Excise Tax Debt Service	-	1,793,415	-	5,575,770
Finance & Technology Total	\$ 92,238,977	\$ 12,828,670	\$ 99,195,562	\$ 83,289,696
Fire Services				
1000 - General	\$ 37,365,811	\$ 635,000	\$ 37,365,811	\$ 41,665,248
1010 - National Events	392,000	-	392,000	-
1281 - Stadium Event Operations	362,138	-	362,138	-
1282 - Arena Event Operations	260,297	-	260,297	-
1283 - CamelbackRanch EventOperations	55,852	-	55,852	-
1420 - DIF-Fire Protection Facilities	2,101	-	-	-
1840 - Grants	5,001,610	(635,000)	4,366,610	5,158,123
2530 - Training Facility Revenue Fund	722,386	-	722,386	787,230
2538 - Glendale Health Center	48,590	-	48,590	-
Fire Services Total	\$ 44,210,785	\$ -	\$ 43,573,684	\$ 47,610,601

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2016**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
HR & Risk Mgt				
1000 - General	\$ 1,716,121	\$ -	\$ 1,716,121	\$ 1,776,967
1190 - Employee Groups	20,000	-	20,000	-
2540 - Risk Management Self Insurance	4,000,000	-	4,000,000	2,934,598
2560 - Workers Comp. Self Insurance	1,608,000	-	1,608,000	2,201,956
2580 - Benefits Trust Fund	23,291,958	-	23,291,958	25,450,368
HR & Risk Mgt Total	\$ 30,636,079	\$ -	\$ 30,636,079	\$ 32,363,889
Intergovt. Programs/Relations				
1000 - General	\$ 477,640	\$ -	\$ 477,640	\$ 512,016
Intergovt. Programs/Relations Total	\$ 477,640	\$ -	\$ 477,640	\$ 512,016
Mayor's Office				
1000 - General	\$ 281,127	\$ -	\$ 281,127	\$ 391,288
Mayor's Office Total	\$ 281,127	\$ -	\$ 281,127	\$ 391,288
Misc. Grants & Misc Capital Grants				
1840 - Grants	\$ 5,293,649	\$ (441,260)	\$ 3,293,649	\$ 5,447,549
Misc. Grants & Misc Capital Grants Total	\$ 5,293,649	\$ (441,260)	\$ 3,293,649	\$ 5,447,549
Non-Departmental				
1000 - General	\$ 1,285,704	\$ -	\$ 1,285,704	\$ 10,026,202
1200 - Utility Bill Donation	200,000	-	200,000	200,000
Non-Departmental Total	\$ 1,485,704	\$ -	\$ 1,485,704	\$ 10,226,202
Police Services				
1000 - General	\$ 70,907,376	\$ 432,752	\$ 70,907,376	\$ 78,014,087
1010 - National Events	899,852	-	899,852	-
1281 - Stadium Event Operations	1,802,557	-	1,802,557	-
1282 - Arena Event Operations	832,035	-	832,035	-
1440 - DIF-Police Facilities	1,004	-	-	-
1840 - Grants	5,246,877	(432,752)	4,814,125	5,720,917
1860 - RICO Funds	2,445,733	-	2,445,733	2,481,886
2040 - Public Safety Construction	535,583	-	368,703	1,928,731
2530 - Training Facility Revenue Fund	333,945	-	333,945	359,377
Police Services Total	\$ 83,004,962	\$ -	\$ 82,404,326	\$ 88,504,998

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2016**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2015	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2015	ACTUAL EXPENDITURES/ EXPENSES* 2015	BUDGETED EXPENDITURES/ EXPENSES 2016
Public Works				
1000 - General	\$ 7,936,691	\$ 1,403,552	\$ 7,445,529	\$ 10,389,929
1010 - National Events	325,000		325,000	-
1040 - General Services	9,175,021		8,320,615	-
1120 - Vehicle Replacement	2,452,791	250,000	2,452,791	4,500,000
1280 - Youth Sports Complex	50,000		50,000	-
1281 - Stadium Event Operations	864,738		864,738	-
1282 - Arena Event Operations	14,991		14,991	-
1283 - CamelbackRanch EventOperations	1,001,945	345,750	456,395	-
1340 - Highway User Gas Tax	8,471,957		8,471,957	9,357,635
1600 - DIF-Roadway Improvements	701,240		30,000	925,555
1620 - DIF-General Government	306		-	-
1650 - Transportation Grants	6,822,438		1,861,562	19,134,936
1660 - Transportation Sales Tax	12,485,025		12,013,749	13,512,235
1760 - Airport Special Revenue	723,906		723,906	638,647
1920 - HURF Debt Service	1,958,000		1,958,000	1,975,800
1970 - Transportation Debt Service	7,331,081		7,331,081	7,147,999
1980 - Streets Constr. - 1999 Auth	2,221,567		37,009	2,655,486
2000 - Hurf Street Bonds	18,675,000		683,136	20,654,378
2070 - General Gov Capital Projects	-		-	2,234,438
2080 - Gov't Facilities - 1999 Auth	64,175		8,034	-
2120 - Airport Capital Grants	12,919,409		430,308	4,838,303
2180 - Flood Control Construction	3,259,444		118,187	1,677,743
2210 - Transportation Capital Project	41,321,008	(12,250,000)	5,957,782	24,647,442
2440 - Landfill	21,017,810		11,986,429	20,717,201
2480 - Sanitation	17,318,526		15,869,812	16,922,717
2530 - Training Facility Revenue Fund	471,276		471,276	478,385
2590 - Fleet Services	-		-	9,007,510
Public Works Total	\$ 177,583,345	\$ (10,250,698)	\$ 87,882,287	\$ 171,416,339
Water Services				
2360+ - Water and Sewer	108,070,020		76,501,571	\$ 96,722,478
Water Services Total	\$ 108,070,020	\$ -	\$ 76,501,571	\$ 96,722,478
Carryover Reserve				
1000 - General	-	-	-	-
Carryover Reserve Total	\$ -	\$ -	\$ -	\$ -
TOTAL ALL DEPARTMENTS	\$ 642,000,000	\$ -	\$ 485,295,689	\$ 632,000,000

*Includes actual expenditures/expenses recognized on the modified accrual or accrual basis as of the date the proposed budget was prepared, plus estimated expenditures/expenses for the remainder of the fiscal year.

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2016

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
GENERAL FUND						
1000 - General	1,143.75	\$ 82,640,614	\$ 21,607,777	\$ 11,955,382	\$ 5,096,900	= \$ 121,300,673
Total General Fund	1,143.75	\$ 82,640,614	\$ 21,607,777	\$ 11,955,382	\$ 5,096,900	= \$ 121,300,673
SPECIAL REVENUE FUNDS						
1220 - Arts Commission Fund	1.00	\$ 66,750	\$ 7,656	\$ 5,981	\$ 5,107	= \$ 85,494
1240 - Court Security/Bonds	2.00	136,795	36,494	23,614	10,467	207,370
1320 - C.D.B.G.	8.75	507,148	58,171	102,298	38,803	706,420
1340 - Highway User Gas Tax	42.00	2,383,664	273,409	419,017	182,387	3,258,477
1660 - Transportation Sales Tax	50.25	2,652,114	304,199	520,980	202,940	3,680,233
1760 - Airport Special Revenue	6.00	330,174	37,870	46,277	25,263	439,584
1820 - CAP Grant	5.50	278,430	31,936	66,477	21,306	398,149
1840 - Grants	34.00	1,998,741	664,830	337,584	105,334	3,106,489
1860 - RICO Funds	1.00	43,561	4,997	13,737	3,333	65,628
1880 - Parks & Recreation Self Sust	5.00	217,038	24,894	35,325	16,610	293,867
2530 - Training Facility Revenue Fun	9.00	584,229	139,777	97,760	29,419	851,185
Total Special Revenue Funds	164.50	\$ 9,198,644	\$ 1,584,233	\$ 1,669,050	\$ 640,969	= \$ 13,092,896
DEBT SERVICE FUNDS						
Total Debt Service Funds	-	\$ -	\$ -	\$ -	\$ -	= \$ -
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds	-	\$ -	\$ -	\$ -	\$ -	= \$ -
PERMANENT FUNDS						
Total Permanent Funds	-	\$ -	\$ -	\$ -	\$ -	= \$ -
ENTERPRISE FUNDS						
2360+ - Water and Sewer	235.00	\$ 12,550,778	\$ 1,439,574	\$ 2,288,462	\$ 958,502	= \$ 17,237,316
2440 - Landfill	44.00	2,313,412	265,350	405,806	174,862	3,159,430
2480 - Sanitation	70.00	3,009,098	345,137	707,815	230,263	4,292,313
2500 - Pub Housing Budget Activities	24.00	1,209,385	138,717	238,852	92,538	1,679,492
Total Enterprise Funds	373.00	\$ 19,082,673	\$ 2,188,778	\$ 3,640,935	\$ 1,456,165	= \$ 26,368,551

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2016

FUND	Full-Time Equivalent (FTE) 2016	Employee Salaries and Hourly Costs 2016	Retirement Costs 2016	Healthcare Costs 2016	Other Benefit Costs 2016	Total Estimated Personnel Compensation 2016
INTERNAL SERVICE FUNDS						
2540 - Risk Management Self Insuranc	2.00	\$ 151,673	\$ 17,397	\$ 16,944	\$ 11,604	= \$ 197,618
2560 - Workers Comp. Self Insuranc	1.00	68,890	7,902	13,708	5,271	95,771
2590 - Fleet Services	31.00	1,685,574	193,337	310,174	128,972	2,318,057
2591 - Technology	27.00	2,106,297	241,593	246,248	159,304	2,753,442
Total Internal Service Funds	61.00	\$ 4,012,434	\$ 460,229	\$ 587,074	\$ 305,151	= \$ 5,364,888
TOTAL ALL FUNDS	1,742.25	\$ 114,934,365	\$ 25,841,017	\$ 17,852,441	\$ 7,499,185	= \$ 166,127,008