



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

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

Tuesday, June 14, 2016

6:00 PM

Council Chambers

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF MAY 24, 2016

- 1. 16-293** APPROVAL OF THE MINUTES OF THE MAY 24, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of May 24, 2016

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.

2. **16-253** RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20494, MOD PIZZA
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Map
 Calls for Service
3. **16-258** AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT
WITH FASTENAL COMPANY FOR MAINTENANCE, REPAIR, AND
OPERATING (MRO) SUPPLIES AND RELATED SERVICES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Linking Agreement
4. **16-255** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING
AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, AND
APPROVE THE EXPENDITURE OF FUNDS FOR THE REPLACEMENT OF
PIPE CONNECTIONS AND MAKE ADDITIONAL PUMP REPAIRS AT THE
HILLCREST RANCH BOOSTER STATION
Staff Contact: Craig Johnson, P.E, Director, Water Services

Attachments: Amendment No. 1
5. **16-267** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT
ELECTRIC SUPPLY CO., INC., AND APPROVE THE EXPENDITURE OF FUNDS
FOR THE PURCHASE OF ELECTRICAL PARTS FOR VARIOUS WATER AND
WASTEWATER TREATMENT FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Linking Agreement
6. **16-268** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH
PHOENIX PUMPS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR
EQUIPMENT REPAIR AND MAINTENANCE FOR VARIOUS WATER AND
WASTEWATER TREATMENT FACILITIES
Staff Contact: Craig Johnson, P.E., Director, Water Service

Attachments: Linking Agreement
7. **16-269** AUTHORIZATION TO PURCHASE ENTERPRISE SERVER/CLIENT
SOFTWARE FROM TECHNICAL MARKETING MFG., INC., FOR THE
SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM
Staff Contact: Craig Johnson, P.E., Director, Water Services

Attachments: Sole Source

8. **16-270** AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH W.W. GRAINGER, INC. FOR ADDITIONAL EQUIPMENT NEEDS OF THE GLENDALE POLICE DEPARTMENT
Staff Contact: Debora Black, Police Chief
9. **16-272** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL
Staff Contact: Brian Friedman, Director, Economic Development
Attachments: Professional Services Agreement
10. **16-222** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE COOPERATIVE PURCHASE OF A CERTIFIED STREET SWEEPER
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
11. **16-275** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET COMPANY I, LLC, FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
12. **16-276** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AN CHEVROLET-ARROWHEAD, INC., FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
13. **16-277** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PFVT MOTORS, LLC, DOING BUSINESS AS PEORIA FORD, FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
14. **16-278** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC., FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES
Staff Contact: Jack Friedline, Director, Public Works
Attachments: Linking Agreement
15. **16-279** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC., FOR CONSTRUCTION QUALITY ASSURANCE, AS-BUILT AND RECORD

DRAWING, AND PROJECT ENGINEERING REVIEW
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Amendment No. 1

16. **16-280** AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR THE CAMELBACK ROAD SLURRY SEAL PROJECT BETWEEN 43RD AVENUE AND 58TH DRIVE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Construction Agreement
Bid Tabulation

17. **16-282** AUTHORIZATION TO ENTER INTO A SYSTEM SUPPLY AND SUPPORT AGREEMENT WITH TRAPEZE SOFTWARE GROUP, INC., DOING BUSINESS AS TRIPSPARK TECHNOLOGIES, FOR THE PURCHASE OF MOBILE-DATA-TERMINALS FOR THE TRANSIT DIAL-A-RIDE FLEET
Staff Contact: Jack Friedline, Director, Public Works

Attachments: System Supply and Support Agreement

18. **16-286** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH H&E EQUIPMENT SERVICES, INC., FOR THE COOPERATIVE PURCHASE OF UP TO SIX FIRE PUMPER TRUCKS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

19. **16-287** FISCAL YEAR 2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Personal Services Contract - ABT Performing Arts Association
Personal Services Contract - Ballet Arizona
Personal Services Contract - The Boys and Girls Clubs of Metropolitan Phoenix
Personal Services Contract - Brelby Theatre Company
Personal Services Contract - Center Dance Ensemble
Personal Services Contract - Glendale Pipes and Drums
Personal Services Contract - Ironwood Band Community Foundation
Personal Services Contract - Kawambe-Omowale African Drum and Dance
Personal Services Contract - Mill Ave. Chamber Players
Personal Services Contract - Phoenix Symphony Association
Personal Services Contract - Phoenix Conservatory of Music

20. **16-288** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO C-10073 FOR ELECTRONIC SERVICES WITH OVERDRIVE, INC., TO PICK UP A ONE YEAR OPTIONAL EXTENSION AND RAISE THE EXPENDITURE LIMIT
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Amendment No. 1

21. **16-274** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH OCLC ONLINE

COMPUTER LIBRARY CENTER, INC., FOR LIBRARY TECHNOLOGY SERVICES

Staff Contact: Erik Strunk, Director, Community Services

Attachments: Special Procurement Agreement

CONSENT RESOLUTIONS

22. 16-254 RESOLUTION 5112: ADOPT A RESOLUTION APPROVING THE ISSUANCE OF REVENUE AND REFUNDING BONDS NOT TO EXCEED \$22,000,000 BY THE GLENDALE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE GLENCROFT RETIREMENT COMMUNITY PROJECT
Staff Contact: Brian Friedman, Director, Economic Development
Attachments: Resolution 5112 with Exhibit A
23. 16-256 RESOLUTION 5113: AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-16-2630 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE
Staff Contact: Debora Black, Police Chief
Attachments: Resolution 5113
Grant Agreement
24. 16-257 RESOLUTION 5114: AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-16-2632 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL
Staff Contact: Debora Black, Police Chief
Attachments: Resolution 5114
Grant Agreement
25. 16-262 RESOLUTION 5115: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief
Attachments: Resolution 5115
Amendment No. 1
26. 16-263 RESOLUTION 5116: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2016-17 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5116
Intergovernmental Agreement

27. **16-264** RESOLUTION 5117: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2016-17 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5117
Intergovernmental Agreement

28. **16-271** RESOLUTION 5118: AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "GLENDALE LIBRARIES TRANSFORM: EXPRESS YOURSELF" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 5118
Application
Award Notification

29. **16-227** RESOLUTION 5119: AUTHORIZATION TO ACCEPT A GRANT FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR A CERTIFIED STREET SWEEPER
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5119

30. **16-281** RESOLUTION 5120: AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE LOCAL BUS SERVICE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5120
Contract Change Order No. 2

31. **16-284** RESOLUTION 5121: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF 55TH AVENUE SOUTH OF CACTUS ROAD
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5121
Amendment No. 1

32. **16-285** RESOLUTION 5122: AUTHORIZATION TO ENTER INTO AN AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE NEW RIVER NORTH SHARED USE PATHWAY
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5122
Amendment No. 1

PUBLIC HEARING

- 33. 16-289** FY16-17 PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2016-17
PROPERTY TAX LEVY
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

ORDINANCES

- 34. 16-241** ORDINANCE 2993: ADOPT AN ORDINANCE AMENDING GLENDALE CITY
CODE, ARTICLE 1 (IN GENERAL), CHAPTER 3 (ALARM SYSTEMS)
Staff Contact: Debora Black, Police Chief

Attachments: Ordinance 2993

PUBLIC HEARING – RESOLUTIONS

- 35. 16-134** RESOLUTION 5123: ADOPT A RESOLUTION SUPPORTING URBAN
IRRIGATION AND ESTABLISH IRRIGATION SERVICE RATES PURSUANT TO
GLENDALE CITY CODE (PUBLIC HEARING REQUIRED)
Staff Contact: Craig Johnson, P.E, Director, Water Services

Attachments: Resolution 5123 with Exhibit A

- 36. 16-292** RESOLUTION 5124: PUBLIC HEARING AND ADOPTION OF FISCAL YEAR
2016-2017 FINAL BUDGET (RESOLUTION) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Attachments: Resolution 5124 with Exhibit A

SPECIAL BUDGET MEETING (TO ADOPT FISCAL YEAR 2016-17 FINAL BUDGET)

ADJOURN SPECIAL BUDGET MEETING AND RECONVENE REGULAR COUNCIL MEETING

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 16-293, Version: 1

APPROVAL OF THE MINUTES OF THE MAY 24, 2016 VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, May 24, 2016

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Ray Malnar

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

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

Also present were Kevin Phelps, City Manager; Jennifer Campbell, Assistant City Manager; Michael Bailey, City Attorney; Pamela Hanna, City Clerk; and Darcie McCracken, Deputy City Clerk

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

The invocation was offered by Pastor Mark Reiswig from the Catalyst Church.

CITIZEN COMMENTS

James Deibler, a Phoenix resident, said the city needs to invest in more businesses in downtown Glendale to help the economy recover from the recession. He said Arrowhead Towne Center and Westgate Entertainment District is an economic engine to help provide after school programs for kids. He said he would like to see the city hosting a job fair. He also said Heroes Park and the Western Area Branch Library need to be finished.

David Chang, an Ocotillo resident, said he has invested money in restoring a historical building in the downtown area. He said he supports the light rail for the future of his children, grandchildren and the people that work for his restaurant.

Connie Kiser, a Sahuaro resident, said her relatives did not have a good experience with the light rail. She said her family did not feel comfortable riding the light rail. She had concerns about the light rail coming to the downtown Glendale area. She said it is not a good idea for Glendale or for the taxpayers. She said the city needs to take care of the problems the city has first like crumbling streets and neighborhoods.

APPROVAL OF THE MINUTES OF MAY 10, 2016 VOTING MEETING

1. [16-238](#) APPROVAL OF THE MINUTES OF MAY 10, 2016 VOTING MEETING
Staff Contact: Pamela Hanna, City Clerk

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

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

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

PRESENTED BY: Councilmember Lauren Tolmachoff

2. [16-246](#) **BOARDS, COMMISSIONS & OTHER BODIES**
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

Arts Commission

Eva Davue, Cactus Reappointment
Carrie Richards, Mayoral Reappointment
Carrie Richard, Chair

Aviation Advisory Commission

Terry Aramian, Barrel Appointment
Randall Krueger, Mayoral Appointment
Tim Topliff, Sahuaro Appointment
Paul Dagostino, Chair, Cholla Appointment

Board of Adjustment

Reginald Martinez, Barrel Appointment

Citizens Bicycle Advisory Committee

Larry Flato, Barrel Reappointment
Michael Scanlon, Barrel Appointment
Colby Waters, Ocotillo Appointment
Michael Osborn, Barrel Appointment

Citizens Transportation Oversight Commission

Donald Brazier, Barrel Reappointment
CJ Williams, Cholla Appointment

Commission on Persons with Disabilities

Carrie McKay, Barrel Appointment
Christina Cadena, Ocotillo Appointment

Community Development Advisory Committee

Valentina Imag, Cholla Appointment
Kevin Lowaria, Barrel Appointment

Industrial Development Authority

John Catledge, Cholla Reappointment

Library Advisory Board

Christian Allen, Teen Mayoral Reappointment
Nikki Gabala, Cholla Resignation
Diane Cokur, Cholla Appointment
Teresa Colae, Vice Chair, Sahuaro Appointment

Parks and Recreation Advisory Commission

Barbara Cole, Mayoral Reappointment
Henry Rosas, Teen Cactus Reappointment

Risk Management Workers' Compensation Trust Fund Board

Yvonne Knaack, Barrel Appointment
Gary Deardorff, Chair, Mayoral Reappointment.

Mayor Weiers administered the oath of office to those in attendance.

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

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

PROCLAMATIONS AND AWARDS

3. [16-220](#) PROCLAIM JUNE 1 THROUGH JUNE 7, 2016 AS NATIONAL CPR AND AED AWARENESS WEEK

Staff Contact: Terry Garrison, Fire Chief

Presented By: Office of the Mayor

Accepted By: Mr. TJ Dresher and Mr. Ian Winterstein, Firefighter Paramedics, Glendale Fire Department

Mayor Weiers proclaimed June 1 through June 7, 2016 as National CPR and AED Awareness Week. The award was accepted by Mr. TJ Dresher and Mr. Ian Winterstein, Firefighter Paramedics, Glendale Fire Department.

CONSENT AGENDA

Ms. Pamela Hanna, City Clerk, read consent agenda item numbers 4 through 24 and consent resolution item numbers 25 through 28 by number and title.

Mayor Weiers said item number 29 would be heard separately.

4. [16-203](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSES, GONZO SOCCER, INCORPORATED

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

This agenda item was approved.

5. [16-204](#) RECOMMEND APPROVAL OF SPECIAL EVENT LIQUOR LICENSE, 100 CLUB OF ARIZONA

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

This agenda item was approved.

6. [16-205](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20273, BLACK BEAR DINER #69

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

This agenda item was approved.

7. [16-206](#) RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20265, TWO BROTHERS MARKET

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

This agenda item was approved.

8. [16-240](#) AWARD RFP 16-41, AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH ALLIANT INSURANCE SERVICES, INC., TO PROVIDE INSURANCE BROKER AND RELATED CONSULTING SERVICES
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

9. [16-244](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH LEWIS & ELLIS, INC., FOR ACTUARIAL SERVICES TO COMPLETE THE GASB 45 VALUATION OF BENEFIT PLANS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

10. [16-234](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO EXTEND THE AGREEMENT FOR CDBG ROOF RESIDENTIAL REPAIR PROGRAM WITH JIM BROWN AND SONS, ROOFING INC., AND INCREASE EXPENDITURE AUTHORIZATION
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

11. [16-237](#) AUTHORIZATION TO ENTER INTO A TWO-YEAR TEMPORARY LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC, FOR THE GALLERY GLENDALE AT WESTGATE RETAIL SPACE
Staff Contact: Erik Strunk, Director, Community Services

This agenda item was approved.

12. [16-214](#) AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR ORGANIZATIONAL MEMBERSHIP IN THE ARIZONA MUNICIPAL WATER USERS ASSOCIATION
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

13. [16-215](#) AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM CENTRAL ARIZONA PROJECT
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

14. [16-216](#) AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE PURCHASE OF RAW WATER FROM SALT RIVER VALLEY WATER USERS' ASSOCIATION

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

This agenda item was approved.

15. [16-217](#) AUTHORIZATION TO APPROVE EXPENDITURE OF FUNDS FOR THE COSTS ASSOCIATED WITH PARTIAL OWNERSHIP IN THE SUB-REGIONAL OPERATING GROUP

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

This agenda item was approved.

16. [16-224](#) EXPENDITURE AUTHORIZATION FOR PRISONER DETENTION SERVICES FROM MARICOPA COUNTY

Staff Contact: Debora Black, Police Chief

This agenda item was approved.

17. [16-225](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH DIBBLE & ASSOCIATES CONSULTING ENGINEERS, INC., DOING BUSINESS AS DIBBLE ENGINEERING, FOR GENERAL ENGINEERING SERVICES

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

18. [16-226](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH KIMLEY-HORN AND ASSOCIATES, INC., FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS TO THE CENTRAL TRAFFIC SIGNAL SYSTEM SOFTWARE

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

19. [16-228](#) AUTHORIZATION TO ENTER INTO AMENDMENT NO. 2 TO THE AGREEMENT WITH DIAMOND RIDGE DEVELOPMENT CORPORATION FOR GENERAL MAINTENANCE AND REPAIR SERVICES

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

20. [16-229](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH TRANE U.S. INC., FOR HVAC SERVICE AND REPAIRS

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

21. [16-230](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH UNITED TECHNOLOGIES FOR HVAC SERVICE AND REPAIRS

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

22. [16-231](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUN MECHANICAL CONTRACTING FOR HVAC SERVICE AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

23. [16-232](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH JOHNSON CONTROLS, INC., FOR HVAC SERVICE AND REPAIRS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

24. [16-239](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH SWAINE ASPHALT CORPORATION FOR THE REMOVAL OF OLDER SPEED HUMPS AND RECONSTRUCTION OF NEW SPEED CUSHIONS
Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

CONSENT RESOLUTIONS

25. [16-235](#) RESOLUTION 5104: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 5104 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 4 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF ECONOMIC SECURITY FOR COMMUNITY ACTION PROGRAM FUNDING.

This agenda item was approved.

26. [16-218](#) RESOLUTION 5105: AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX TO PARTICIPATE IN A REGIONAL ASSISTANCE TO FIREFIGHTERS GRANT
Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5105 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX ADMINISTERED

BY ITS FIRE DEPARTMENT FOR INCIDENT SAFETY OFFICER SYSTEM (ISOS) TRAINING FOR GLENDALE FIREFIGHTERS.

This agenda item was approved.

27. [16-219](#) RESOLUTION 5106: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION FOR THE PREVENTION AND SUPPRESSION OF WILDLAND FIRES

Staff Contact: Terry Garrison, Fire Chief

RESOLUTION NO. 5106 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A COOPERATIVE FIRE RATE AGREEMENT WITH THE ARIZONA STATE FORESTRY DIVISION TO PROVIDE FIRE PROTECTION TO STATE FORESTS AND WILDLANDS.

This agenda item was approved.

28. [16-233](#) RESOLUTION 5107: AUTHORIZATION TO ADJUST RATES FOR MULTIPLE FRONT LOAD BINS FOR SOLID WASTE COLLECTION SERVICE

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5107 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADJUSTING RATES FOR MULTIPLE FRONT LOAD BINS; AND ESTABLISHING AN EFFECTIVE DATE.

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Turner, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 4 through 24 and Consent Resolution Item Numbers 25 through 28. The motion carried by the following vote:

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

29. [16-202](#) RESOLUTION 5108: AUTHORIZATION TO ADOPT A RESOLUTION EXPRESSING SUPPORT, IDENTIFYING PREFERENCES AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE HIGH CAPACITY TRANSIT STUDY LEADING ROUTE ALTERNATIVE

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 5108 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, EXPRESSING ITS SUPPORT AND IDENTIFYING PREFERENCES

AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE (WPCG) HIGH CAPACITY TRANSIT STUDY.

Mr. Friedline said this is a request to adopt a Resolution expressing support and identifying preferences for the next steps for the Phoenix/Central Glendale High Capacity Rapid Transit study and advancing the leading route alternative as Camelback, 43rd Avenue, Glendale and Glenn, identify light rail as the preferred mode of transit, continue study of transit locations, traffic configuration, design analysis and work toward a formal agreement with the City of Phoenix. He said voters approved a half cent sales tax to fund a Glendale transportation program named Glendale Onboard (GO) Transportation program. This project is in the final stages and a leading route alternative has been identified. The purpose of the evaluation is to establish a preferred alignment and type of transit. He said there is a potential of over 50 percent of capital funding coming from federal sources. He said this project is a 7 mile corridor which begins in Phoenix near 19th Avenue and Camelback Road, to 43rd Avenue, to Glendale and then west to a not yet decided end location.

Mr. Friedline said there are three areas which require further detailed analysis. Those include the I-17 crossing area in Phoenix, the transition from Glendale Avenue to Glenn near 51st Avenue and the end of line station in downtown Glendale. He said the success of this project is subject to continued cooperation and support of the City of Phoenix. Mr. Friedline discussed the actions already taken by Council on this matter. He also provided further information on budget and financial impacts of this project. He said it was important to note that within the city's GO Transportation funding, \$110.9 million have been programmed for the capital share of light rail transit for the future construction and operations beginning in FY2026. He said \$83.4 million has been budgeted from FY2026 to 2040 operations and maintenance. He said the average was about \$5.5 million per year for those costs. Mr. Friedline recognized Scott Smith, Interim CEO for Valley Metro, who was available for questions.

Mayor Weiers read his prepared remarks, "First and foremost, I'm not against light rail. I want everybody to understand that. I've said this from the beginning. As Mayor, it is my job to support what makes sense for our community. Throughout my career, I've been to many cities and experienced many different transit systems. I have participated in informational trips arranged by staff, as well. These experiences showed me that there are other options available that I believe should have been considered for our community. One of these options is a street car, a mode of transportation I think deserves consideration for our downtown Glendale. Since September of last year, when Valley Metro and city staff met with me to share their findings on light rail, I asked staff to evaluate the possibility of a street car that would work in conjunction with the light rail. The street car would provide enhanced rider accessibility to our historic Glendale Avenue businesses and would operate in shared traffic. My requests for Valley Metro to evaluate this option thoroughly were not met. I asked for a follow-up meeting with Valley Metro, which occurred in October, and then again in January, and at both of these meetings, I again was not provided with the information that showed their willingness to evaluate a street car option. When Scott Smith took over as CEO of Valley Metro and I'm going to go off script here. I know Scott, I've served with Scott and I respect him immensely, but at the same time, when I request a meeting with Mr. Smith, I have never been granted that opportunity.

Mayor Weiers said I previously stated it is my job to ensure the community is provided the best available opportunities, and as part of the community working group that was assembled to evaluate light rail in downtown, a Glendale Avenue street car project was never formally offered as even an option for analysis. Therefore, the concept was not even

available to be considered by the group. When I shared this concept with the group members after we received the report, all were very supportive of learning more about that option. To date, they have never been given, not once, that opportunity. I do not believe it is fair for our residents or community business' to sell them short of an opportunity simply because a long process has taken place and Valley Metro was remiss in providing all options from the very start. In Valley Metro's own words, a street car is an important addition to develop in a total transit network. It supports the existing transit system and community with the ability to attract new riders, increase mobility, strengthen existing neighborhoods and I think most importantly, create sustainable development. Street car projects are not unprecedented in this state, or even the region. An example of an already operating street car is the Tucson Sun Link. I actually took, it upon myself to drive down to Tucson last month to ride on their street car. I met with transportation staff from Tucson's Mayor's Office and the Economic Development staff member. The Tucson street car runs 3.9 miles. It operates a shared travel lane with other traffic. In 2010, the City of Tucson was awarded a \$63 million transportation and infrastructure generating economic recovery, also known as a TIGER grant, from the federal Transit Administration. Just as a note, since 2009, Congress has dedicated \$4.6 billion for TIGER grants. Over a dozen of those projects have been street car projects, including Tucson Sun Link. Tucson is very adamant to the point out the main component of the Sun Link street car was the information from a community liaison group made up of representatives of key stakeholder groups along the route alignment. The group has been instrumental as part of the group's extensive community outreach campaign utilized to ensure widespread public awareness of alternative transportation options under consideration. I have asked, and I continue to ask, that the same opportunity be afforded to our community that a working group considers all options available. Another example of a local street car project is simply on the other side of town, in Tempe. Tempe's street cars are a Valley Metro project partly underway that derived from a study that evaluated high capacity transit improvements in downtown Tempe. In June 2014, the Tempe City Council supported the three mile route recommendation that will work with light rail also in that community. The street car, however, will provide direct access for riders to Mill Avenue businesses. In spring of 2015, Valley Metro's Rail Board and the Maricopa Association of Government approved that route. On February 9, 2016, the Tempe street car project was included in the President's federal budget for FY 2017 and will receive \$75 million in federal funding. The Tempe street car capital costs will be funded using regional Proposition 400 funds, local funds and the federal grant funds from the federal Transit Administration capital investment program. The FTA capital investment program was the primary grant program which approves \$2 billion each year to fund light rail, heavy rail, commuter rail, street car and bus rapid transit projects across the country. Currently, this program is supporting seven street car projects underway, including Tempe street car. I was told that the federal funding for projects such as the street car was not highly probable. I have not seen an analysis that would support that and I will say again, I am not anti-light rail, but it is my duty to ensure that this community that I represent is given every opportunity available. Therefore, tonight I'm going to ask yet again that the opportunity to evaluate a street car option in downtown Glendale be offered by the way of the following amendment.

Mayor Weiers asked if there was any discussion on his amendment.

Councilmember Malnar said he seconded the motion for the amendment because of concerns he had. He said since coming onto the Council, he has heard nothing but light rail as the only option. He said it is difficult for him to approve this option without having the opportunity to hear about or study any other options. He said there are many other options to be considered, and those options need to be reviewed before the Council limits itself to just one.

Councilmember Tolmachoff asked if a street car was one of the options presented to the community work group.

Mr. Friedline said one of the modes discussed was street cars, but the focus was on bus rapid transit and light rail.

Wolf Grote, Director of Planning and Accessible Transit for Valley Metro, said they did look at street cars when analyzing various options, but they did not look at the configuration the Mayor was proposing. He said street car as a mode for the entire route was investigated.

Mayor Weiers said his option was to include both a street car option and the light rail, which would make the most sense for Glendale.

Councilmember Turner said he has followed this issue for a very long time. He said studies were done based on ridership and cost and street cars were not chosen due to the amount of ridership and cost. He said when the street car option was introduced again as an option, there was discussion amongst the Councilmembers how they would continue on with the light rail in the future if street cars were used to come into the downtown area. Councilmembers were concerned about visitors having to transfer from the light rail to a street car to visit the downtown area. He said there was no consensus to move forward with a street car option when it was presented at a workshop. He said he doesn't see a reason to put street cars back into the resolution. He also said he was not invited to go to Tucson and see that street car demonstration. He said there was no outreach to include other members of the Council. He said he hasn't seen any evidence to include the street car option in this resolution. He said Mr. Smith had indicated presenting two different funding methods to the federal government would also be problematic and the other light rail partners might not be on board if street cars were only going to be used in downtown Glendale. He said he would consider street cars in the future if additional evidence was provided that they might work for this project, but would like to see Council stay the course at this time.

Councilmember Tolmachoff asked if the project would be eligible for federal funding if Council switched to a street car option.

Mr. Smith said he did not understand Councilmember Tolmachoff's question.

Councilmember Tolmachoff asked if switching to a street car option would make this a completely separate project than what is being presented tonight.

Mr. Smith said a street car would be considered a separate project from the light rail. He said the street car is not a bad idea but has a very distinct purpose. He said in Tempe, the street car is used as a circulator, and the light rail is normally used as a pass through or flow through type of transportation. He said there were challenges with combining street car and light rail. Having the street car as a true circulator, the light rail would probably stay on Camelback Road, and that would be a completely different project than what they were talking about today. He said they were not convinced that a street car coming off of that kind of alignment would qualify for federal funds. He explained they barely made the scoring requirements for the street car project in Tempe and it was a difficult sell. He said a street car option would have to be submitted as a completely separate project to the FTA and that process would start over. He said if that occurred, the terminus of the light rail would also be up in the air. He said there was deep analysis of the pros and cons for looking at street cars.

Mayor Weiers said he wanted to make it clear he was asking for an evaluation of the option of a shared traffic street car. He said he was not asking to take away anything that had already been proposed. He said they are just trying to get the best they can get for Glendale.

Vice Mayor Hugh asked if the resolution passes, what does that instruct the city to do.

Mr. Friedline said staff would move forward with Valley Metro to continue looking at end of line station locations and all other issues, so a specific route can be determined. At the end of that analysis, staff would have much more specific information regarding cost.

Vice Mayor Hugh said this would be another side of that and he was looking at an amendment to a possible motion. He asked if they could cancel this resolution in the future once Council has all the information if the street car idea was not possible.

Mr. Friedline said staff is trying to frame this project very specifically so they can be ready to compete in this process as well as aligning with the project partners, including the City of Phoenix.

Vice Mayor Hugh asked what staff was competing against.

Mr. Friedline said they were competing for federal funds and if Glendale was not working hand in hand with the City of Phoenix, it would hurt Glendale's chances in getting those funds. He explained there was a lot of competition for those funds, including other Valley cities.

Vice Mayor Hugh asked if Glendale might not be successful in getting those grants from the government.

Mr. Smith said they reviewed every opportunity to qualify for federal funding, including ridership. The route that was chosen provided the highest and best numbers for ridership in scoring. He said the scoring will go down if they deviate from the chosen route. One of the reasons for not going into downtown is because of that scoring process. He said the entire project, including the Phoenix portion, could be put at risk by changing this project. He said both the Phoenix and Glendale portions of this project are treated as one route in the application for federal funds.

Councilmember Aldama said the amendment put forth by the Mayor undermines the confidence of the working group and the CTOC commission. He said this Council has always spoken highly of their commissions and said when a commission makes a recommendation, the Council needs to listen to that. He said he cannot support the amendment in good conscience.

Mayor Weiers said he appreciated Councilmember Aldama's opinion. He said some of the members on that commission told him they were not provided with those options, and wished they had more options to consider. He said the amendment does not change what is being discussed tonight, it simply adds an option for the city.

Councilmember Aldama asked if tonight's meeting was just one more step in the federal process.

Mr. Friedline said this is a continuation of a process that will get the city to a point where they do get approval for federal funding.

Councilmember Tolmachoff said she is not in favor of the amendment.

Councilmember Malnar asked if this was the first official vote taken by the Council on light rail.

Mr. Friedline said he was not sure if this was the first vote, but said this was going to be the most important vote in reference to the resolution. He said this vote will set the course, acknowledge the route and send the message to Valley Metro to move forward.

Councilmember Malnar said this is an official stance on light rail since they are adopting a resolution.

Mr. Smith explained the FTA requires a series of votes and the city has taken steps to refine the parameters of this project. He said the Council will be voting to determine the preferred corridor for this project. He said this is not the final vote to determine the local preferred alternative. That vote will happen later. He said this vote will direct them to focus on this specific alignment and mode of transportation. He said further decisions will have to be made to include votes on environmental issues and the terminus. The final vote will be the locally preferred alternative. At that vote, the alignment and program will be set in stone and that is what is submitted to the federal government for review.

Councilmember Malnar asked if this was step one of two steps.

Mr. Smith said this is step one of two formal steps.

Councilmember Malnar said in conversations with committee members, he was told the only thing that was being discussed was light rail and this concerns him. He said he is not sure everything has been thoroughly reviewed and that is why he is in favor of the amendment. He said he is not sure they are ready to move forward until they look at all the other alternatives.

Councilmember Turner said residents voted in favor of the ballot proposition to bring the light rail system to downtown Glendale and the Council passed an Ordinance for this. He said this is not a new development and is an important step in a long process. He said there have been dozens of public meetings over the last several years, as well as obtaining recommendations from the downtown working group which included 47 volunteers. He said this was also recommended by CTOC. He said tonight they are formalizing the consensus already reached in a workshop and to proceed working in more depth toward a refined route and mode.

Mayor Weiers said he was not seeking to change, but wanted to explore options. He said they were going to take a vote on the amendment only.

A vote was taken. There were three Ayes and four Nays, the motion failed.

Mayor Weiers said they would call the names of the public wanting to speak on this issue.

Gail Meyers, a Barrel resident, said she was part of the campaign to secure citizen support on Prop 402 in 2001. She said light rail was included in the plan and it has already been preapproved. She said there are still many projects that need to be completed, such as Northern Parkway and bus pullouts. She said light rail was never promised to voters. She said more research needs to be done on this issue and there

are many other opportunities to develop downtown Glendale right now, not twenty years from now. She said the City Center Corridor deserves attention and respect. She asked that this item not be approved.

Bobby Casares, an Ocotillo resident, said he did not think it was appropriate to take any type of vote on this issue tonight. He said this issue should be put before the voters again. Business owners and churches are very concerned about the light rail coming to Glendale. He asked if there a conflict of interest with Councilmember Tolmachoff being a liaison with light rail and voting on this issue. He said he knows the people of Glendale do not want the light rail. He said light rail at 59th Avenue and Grand would not work and having the train go west of 59th is a bad idea.

Donna Cheung, representing the Japanese American Citizens League located in the Ocotillo District, said they are troubled by the selection of the Glenn Drive preferred alternative route. They are located on Glenn Drive and serve many seniors the construction of light rail will impede those citizens' health and safety. It will also affect the other programs that the organization provides. She said other Glenn Drive businesses did not know about this until the decision had already been made. She said this decision will impact people, both positively and negatively. She said her organization will be one of the losers.

Tom Eggleston, a Barrel resident, said he has talked to many property and business owners in the Centerline District. They are very concerned about the light rail route and how it will affect their businesses. They are also concerned about the cost of this project and those funds should be spent wisely. He said the community does not like this particular route.

Ron Short, a Cactus resident, said he was in support of the Council approving the resolution and the suggested route. He said Prop 402 was passed without a sunset clause for transportation purposes including light rail connections. He said CTOC reviewed and unanimously recommended approval of this project. This project will provide for Glendale's future and will not affect or change historic buildings in downtown Glendale. Connectivity with the region will allow visitors from all over to visit Glendale. He said light rail will be a stimulus for the city.

Frank Johnson, a Cholla resident, said he is a member of the CTOC commission. He said the resolution indicated that the CTOC commission voted unanimously to support the resolution. He said that is incorrect, he did not vote to support the resolution. He said he is in favor of light rail and the roads that have the light rail are very wide. He said he cannot envision the light rail on Glendale Avenue and felt there needs to be more study on this issue. He said the light rail should go all the way to the stadium, but is not convinced the current proposal is good. He said the light rail along Grand Avenue is the most cost effective way to go. He said he is not speaking for the commission at this time.

Yvonne Knaack, a Barrel resident, said she is in support of the resolution and was a participant in the citizen's work group. She is a property and business owner in the area and has a vested interest in this issue. She said a vast majority supported light rail and the recommended route. She said there have been studies for decades and it is time to move forward with this project. She said as a Councilmember, she traveled to other locations with light rail and hoped they can bring some of those successes to Glendale. She said major changes are always hard, but would like to see the city being proactive instead of reactive. She said the light rail is a very important part of the Valley's transportation system. She also wanted to take the light rail out past 59th Avenue all the

way to Surprise. She said the Council has to look far into the future when making these decisions.

Reginald Martinez, a Barrel resident, said he is in favor of the light rail. He said the future vision for downtown Glendale is growth. He said it was difficult when light rail came to the place where he works. He said some businesses were lost, but many more moved into the area. He said he looks at light rail as an opportunity for residents and visitors in the area. He hoped this issue didn't turn into a problem like the casino. He said they need to move forward with vision.

John Gears, an Ocotillo resident, said he has lived in Glendale for over 30 years and has been to Mesa once by taking the light rail. He said he and his wife rode the light rail for \$2 and spent over \$200 in Mesa while they were there. He would like a system where visitors could come from Mesa and Phoenix and leave their money in downtown Glendale. He said there is plenty of room to build the light rail on Glendale Avenue. He said the route was chosen for its access by riders. He said he had no problems riding the light rail and he and his wife felt secure during their trip. He said the light rail will be a good option when he gets older and is unable to drive. He said they have to start somewhere. He said Centerline hasn't gone anywhere, and business owners are buying the property in anticipation of the light rail. He said the light rail also needs to go farther out west.

Bud Zomok, an Ocotillo resident, served on the commission that looked at light rail. He said one of the reasons they did not pursue bus transportation was it had to go on the existing street with cars and the train. He said that issue was one of the catalysts for moving the light rail to Glenn Drive. He said this is the point in time that the Council needs to make a decision. He said he rode the light rail and spent over \$600 in Tempe. He said both Phoenix and Mesa opted to accelerate their construction because they value in that acceleration. He worked in central Phoenix during the light rail construction. He explained the area has improved considerably from gangs on the corner to condos and high scale development. He believes the light rail will be the catalyst for change in downtown Glendale. The next opportunity for Glendale to have light rail is over 20 years from now, even though residents will still have to pay the tax. He thinks the Council will be glad they made this decision. He supports the decision to move forward.

Bob Yarrow, a Barrel resident, said he rode the light rail from the West Valley all the way into Mesa. He said they only saw one person with a shopping bag during the whole trip. He said they did not get positive feedback from businesses in Mesa. Mesa business owners said they were not helped by the light rail. He said there is commercial development near the stations, but between stations there hasn't been much development. He said residents are counting on the Council to make the right decision.

Robert Heidt, Glendale Chamber of Commerce, said the chamber represents the interest of business in Glendale. He explained the Chamber is in support of the light rail and asked the Council to support it too. The Chamber will stand with city leadership to support the businesses. He said he has asked other chamber leaders to share their experiences with the Councilmembers, and those experiences have been favorable. This is a catalyst to drive new business and visitors to Glendale. Light rail is vital to Glendale's success. He said they will be looking at support of these types of issues when determining candidate support in future elections.

Ron Kolb, an Ocotillo resident, has been in business in Glendale for 42 years. He is opposed to the route of the light rail. He said he would like to see a station at 43rd Avenue and express buses or street cars to other points of interest in the city. He said all the information Council has received has been from the organization that will benefit

the most from the light rail. He said the Council has a responsibility to make sure this is the right decision. He said he hasn't seen any cost comparisons with the various modes of transportation. He said the costs for the light rail are outrageous. He agreed with Mayor Weiers' proposal to amend the resolution. He said many of the committee members have no equity in the downtown area. The business owners have equity in the downtown area and should have had a say on the committee. He asked the Council to reject this proposal and do further study on this issue once all the facts are received.

James Deibler, a Phoenix resident, said he wanted light rail to extend all the way to the Westgate Entertainment District. He said he would also like to see street cars as an alternative for downtown Glendale. He supports light rail, but wants the light rail on Grand Avenue instead of Glendale Avenue. He said light rail is a perfect redevelopment project for the downtown area. Bus routes connecting north and south Glendale would also help the city.

Kurt Larson, a Cholla resident, said he only heard about this issue two days ago. He said this is about millions of tax dollars. He said the light rail in Phoenix is lightly traveled and people will not stop in Glendale to shop. He is not opposed to light rail, but gutting downtown Glendale to spend those millions is not a good idea. There is no room for light rail in the downtown area. He said Mayor Weiers' suggestion to use street cars in the main downtown area was shot down because of all the money available to be spent on this project. He said Westgate is not the only part of Glendale that matters. He said the idea that light rail will help downtown Glendale is a fallacy.

Rian Maticic, a Peoria resident, said he spends a large amount of time in Glendale running his business, eating in the restaurants and shopping at the stores. He said they are young entrepreneurs and want to make a long term investment in Glendale. The prospect of having light rail in downtown is one of the factors that encouraged them to come to Glendale. He is excited for the light rail to come and said the business community is collaborative and supportive. He said light rail is a huge potential to help businesses thrive in the city.

Dan Pratt, an Ocotillo district business owner, said he was part of the committee work group that decided on the light rail route. He wanted everyone to understand the committee members were only allowed to pick from the route options that were given to them and did not have the option to not build the project.

Richard Coffinger, an Ocotillo business owner, said he was on the citizens group. He said the group members showed the highest of ethics during the decision-making process. He said the group tried to minimize the impact of the light rail on businesses, churches and homeowners. He said Glendale Avenue is a major arterial street, but is very narrow in the downtown area. This prohibits light rail from coming through on Glendale Avenue from 55th Avenue to 59th Avenue. The group tried to determine the route that would have the least impact on existing businesses and historic buildings. He spoke about the cost for the last three miles of construction in Mesa. He asked the Council to vote in favor of this project.

Vivian Valle, a Phoenix resident, said she has been involved in transportation issues for many years. She spends a lot of time and money in Glendale as she lives right off of 43rd Avenue. She said the property owners near 43rd Avenue knew nothing about the light rail coming in. She said Valley Metro has not worked with the local community on this project. She said if the fibers of the community break, the heart of the city is gone. She asked if the Council wanted to accommodate the City of Phoenix or if they wanted to continue supporting Glendale. She said they need to ask where the federal funds are

coming from. Property values will plummet when the light rail is built. Central Phoenix is not the same, even with the light rail. She also said the light rail is not a safe mode of travel for decent people. She urged the Council to analyze this issue in depth before making a decision. She said the light rail should be built on Grand Avenue.

Tom Schmitt, a Yucca resident, said he was on the light rail citizens working group. The group went through a long process and gave this project much thought. He is the Chairman of the CTOC committee and the vote was unanimous. He said more detail will come out after the vote tonight and recommended voting in favor of this project.

Linda Cabrera, a Cactus business owner, is afraid the light rail construction will hurt her business. She said her business is her life and she is worried about the light rail.

Pete Gliniak, a Glendale business owner, said the light rail will put Glendale on the map. He said another way to put Glendale on the map is to spend a lot of money and he has invested money into his local businesses. He was on the light rail committee and did conclude Glenn Drive was the best alternative.

Gary Hirsch, a Cactus resident, said the only option being discussed was the light rail. He has served on the General Plan Steering Committee and saw several presentations by Valley Metro. He said the pitch for light rail was economic development, but Valley Metro has never really shown the numbers proving that light rail will bring economic development to the area. There has never been any discussion about alternatives to light rail or no light rail at all. He spoke about the costs per foot to build the light rail. He said the Councilmembers are committing the community to building the light rail and the ongoing costs are enormous.

Teresa Oatsen, an Ocotillo resident, said she believed in the light rail and said it will be good for the community. She participated in the work group and all types of transportation were proposed during the discussions. The group looked at local impacts of the light rail for each route. The members took a ride on the light rail and she said there is a lot of opportunity for west Glendale.

Ms. Hanna read Resolution No. 5108.

A motion was made by Mayor Weiers, seconded by Councilmember Malnar, to amend Resolution 5108 Section 1, with the addition of the following language: Evaluating the option of a shared traffic street car project along Glendale Avenue that would supplement the existing and future transit system and enhance rider accessibility to historic downtown Glendale Avenue business district. The motion failed by the following vote:

Aye: 3 - Mayor Weiers, Vice Mayor Hugh, and Councilmember Malnar

Nay: 4 - Councilmember Aldama, Councilmember Chavira, Councilmember Tolmachoff, and Councilmember Turner

A motion was made by Councilmember Malnar, seconded by Vice Mayor Hugh,

that this agenda item be tabled. The motion failed by the following vote:

Aye: 3 - Mayor Weiers, Vice Mayor Hugh, and Councilmember Malnar

Nay: 4 - Councilmember Aldama, Councilmember Chavira, Councilmember Tolmachoff, and Councilmember Turner

29. [16-202](#)

RESOLUTION 5108: AUTHORIZATION TO ADOPT A RESOLUTION EXPRESSING SUPPORT, IDENTIFYING PREFERENCES AND THE NEXT STEPS FOR THE WEST PHOENIX/CENTRAL GLENDALE HIGH CAPACITY TRANSIT STUDY LEADING ROUTE ALTERNATIVE
Staff Contact: Jack Friedline, Director, Public Works

Councilmember Chavira made a motion, seconded by Councilmember Chavira, to approve Item 29.

Councilmember Malnar made an alternative motion, seconded by Vice Mayor Hugh, to table this item until the Council has an opportunity to discuss other ideas for alternative transportation ideas for the downtown area.

A vote was taken on the alternative motion. The motion did not pass.

Mayor Weiers asked if there was any discussion on the original motion.

Vice Mayor Hugh asked Mr. Bailey if because he owned property on Glenn Drive, was it a conflict of interest for him.

Mr. Bailey said the Council is not entering into any agreements or acquiring any property, they were just voting to instruct staff to pursue a route. He said he did not think there was any conflict issue.

Councilmember Tolmachoff said this is not an either or choice based on the ballot, and pointed out that Northern Parkway is a project that is moving forward and is a multi-jurisdictional project. She said there are many other big projects that were on the ballot as well. She said this is an "and" choice they were making tonight. She said people are going to be unhappy no matter what the decision. She said she is in favor of this project and wanted everyone to understand why she is voting the way she did.

Councilmember Aldama said he wanted the Sonorita and Heart of Glendale community to know this vote removes all other routes other than the Glenn Drive route for light rail. He said the light rail will not go through Lamar Road, and churches and homes will not be knocked down. He said he is hoping this foresight will build a better Glendale for the children of the community.

Vice Mayor Hugh said as a Glendale business owner that he does support business in Glendale. He said some business owners have left their businesses when light rail comes to the area. The local business owners need to be involved in the process and they are concerned about light rail. He said Glendale is connected to other parts of the Valley, getting them to stop and shop may be the problem. He is pro-business, but also supports the citizens. He does not support light rail.

Councilmember Chavira said the city needs the foresight to become accessible to the rest of the Valley. He said this is moving the city in the right direction and he is in favor.

Councilmember Turner said he hoped to move the conversation about light rail another

step forward. This will allow more information about the costs associated with this project. He said the voters have said they want this at the polls and projects like this take a long time to accomplish. He said over 100 meetings have been held in the community as well as presentations to businesses, civic groups and anyone else who wanted more information on this issue. He said the citizens group and the CTOC have both reviewed and approved the suggested route. He said the research has shown the preferred mode is light rail and the preferred route is the route on Glenn Drive. He said Valley Metro has come a long way in keeping businesses open during the construction phase. He said the local businesses will find a way to keep working together to make this a success.

Councilmember Malnar thanked staff for their assistance in helping him understand this issue, and thanked the citizens who came out to the meeting tonight. He said the Council will continue to work together, even though there is disagreement on this issue. He said he does not feel like he has all the information to make the best decision for Glendale. They have not evaluated all the options available. He said there are no capital replacement costs for 20 years from now to repair and replace these systems as they age. He said he isn't ready to move this issue forward and isn't sure this is the best choice for Glendale.

Mayor Weiers said he was not opposed to light rail, but does not feel the information provided gives Glendale the opportunity to make light rail the best it could be.

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

- Aye:** 4 - Councilmember Aldama, Councilmember Chavira, Councilmember Tolmachoff, and Councilmember Turner
- Nay:** 3 - Mayor Weiers, Vice Mayor Hugh, and Councilmember Malnar

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

A recess was taken at 9:00 p.m. The meeting reconvened at 9:08 p.m.

- 30.** [16-242](#) **ORDINANCE 2988: REZONING (ZON) APPLICATION ZON15-12 (ORDINANCE) HONOR HEALTH - 6220 WEST BELL ROAD (PUBLIC HEARING REQUIRED)**
Staff Contact: Jon. M. Froke, AICP, Planning Director

Mr. Froke said this application is for an existing facility at 6220 West Bell Road. He provided a map of the location and said it is currently zoned C-O, commercial office, and a medical facility is permitted in that district. The owner, Honor Health, wishes to have overnight stays, which puts the property in a hospital category. The request is to rezone the property from C-O to G-O, general office. Mr. Froke provided an aerial photo of the property, as well. The Planning Commission recommended unanimous approval, subject to stipulations. Staff recommends approval subject to stipulations.

Mayor Weiers opened the public hearing on rezoning application ZON 15-12, 6220 W. Bell Road.

There were no speakers on this item, and Mayor Weiers closed the public hearing

ORDINANCE NO. 2988 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING THE PROPERTY LOCATED AT 6220 WEST BELL ROAD FROM COMMERCIAL OFFICE (C-O) TO GENERAL OFFICE (G-O); AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

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

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

31. [16-243](#)

RESOLUTION 5109 AND ORDINANCE 2989: GENERAL PLAN AMENDMENT (GPA) GPA15-05 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON15-13 (ORDINANCE): ARIZONA GENERAL HOSPITAL ER – 8310 WEST CAMELBACK ROAD (PUBLIC HEARING REQUIRED)

Staff Contact: Jon Froke, AICP, Planning Director

Mr. Froke said the applicant for the last item was very good to work with, as was the application for this item. This project is ground up construction located at 8310 West Camelback Road. Mr. Froke said this proposal is to amend the general plan and change it from PC, planned commercial, and convert that two acres to OFC, office designation on the land use map. Mr. Froke provided an aerial photograph of the property. The rezoning case would rezone the property from S-C, shopping center, to G-O, general office. The Planning Commission recommendation was unanimous with no stipulations. The zoning case does include stipulations. He said the application hopes to bring an emergency room to this location.

Mayor Weiers opened the public hearing on rezoning application GPA15-05 and ZON15-13, 8310 West Bell Road.

There were no speakers on this item, and Mayor Weiers closed the public hearing.

RESOLUTION NO. 5109 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING THE GENERAL PLAN MAP OF THE CITY OF GLENDALE, ARIZONA, BY APPROVING GENERAL PLAN AMENDMENT GPA15-05 FOR PROPERTY LOCATED AT 8310 WEST CAMELBACK ROAD.

A motion was made by Councilmember Chavira, seconded by Councilmember Aldama, that Resolution 5109 be approved. The motion carried by the following vote:

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

ORDINANCE NO. 2989 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, REZONING PROPERTY LOCATED AT 8310 WEST CAMELBACK ROAD FROM SHOPPING CENTER (SC) TO GENERAL OFFICE (G-O); AMENDING THE ZONING MAP; PROVIDING AN EFFECTIVE DATE; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

A motion was made by Vice Mayor Hugh, seconded by Councilmember Aldama, that Ordinance 2989 be approved. The motion carried by the following vote:

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

32. [16-245](#)

RESOLUTION 5110: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT (IGA) WITH THE CITY OF LITCHFIELD PARK FOR THE ADMINISTRATION OF THE STRIP ANNEXATION BOUNDARY (RESOLUTION): MISSOURI AVENUE EAST OF LITCHFIELD ROAD (PUBLIC HEARING REQUIRED)

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

Mr. Froke said in 1978, the city approved a 10 foot wide strip annexation that encompasses the municipal planning area. The request is to enter into an IGA with Litchfield Park for administration of that strip at Litchfield Road and Camelback Road. There is now development at that location and there will soon be single family homes on top of that 10 foot strip. The IGA allows for the city of Litchfield Park to have the authority to do the permitting, zoning, platting and building inspections on future construction along Camelback Road.

Mayor Weiers opened the public hearing on authorization to enter into an IGA with the city of Litchfield Park for the administration of the strip annexation boundary on Missouri Avenue east of Litchfield Road.

There were no speakers on this item, and Mayor Weiers closed the public hearing.

RESOLUTION NO. 5110 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF LITCHFIELD PARK; AND DIRECTING THAT THE INTERGOVERNMENTAL AGREEMENT BE RECORDED.

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

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

PUBLIC HEARING - ORDINANCES

33. [16-193](#) ORDINANCE 2990: AMENDMENTS TO ARTICLE III OF CHAPTER 21 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS (ORDINANCE) (PUBLIC HEARING REQUIRED)
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Ms. Rios said this request is to adopt an Ordinance amending Article 3, Chapter 21, Licenses, Taxation and Miscellaneous Business Regulations. She said this will approve a new city business license, which will have a cost of \$25. This item is in preparation for the state to begin TPT administration. This will establish a city business license at \$25 and the second item to follow will adjust the fee on the TPT license down from a current rate of \$50 to \$35. Certain businesses within the city will be required to have both licenses, a city business license and a TPT license. The license fee for businesses that are occupational and do not collect TPT, will go down from \$50 to \$25. She said certain businesses will be exempt, such as residential rentals.

Councilmember Malnar asked if this required a vendor coming from Phoenix to do business in Glendale to obtain this license.

Ms. Rios said that was a very complex question.

Councilmember Malnar said use a contractor as an example.

Ms. Rios said contractors are exempt in certain ways and if they are exempt from those business license requirements by another state law, they would not be required to obtain that license. If the location is in Glendale, you will be required to have a city business license.

Councilmember Malnar asked for further clarification.

Ms. Rios said it depends, and without knowing the very specific nature of what that contractor is doing in Glendale, it is difficult for her to answer the question. How state law defines contracting versus home repair, it is very complicated. She said there are certain laws in place that exempt certain contractors from this, as well as residential rental properties are exempt.

Mayor Weiers asked if this was a tax simplification process.

Ms. Rios said this was tax simplification at its best.

Mayor Weiers opened the public hearing.

There were no speakers for this item, and Mayor Weiers closed the public hearing.

ORDINANCE NO. 2990 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING ARTICLE III OF CHAPTER 21 - LICENSES, TAXATION AND MISCELLANEOUS BUSINESS REGULATIONS BY ADDING DEFINITIONS RELEVANT TO BUSINESS LICENSING; ADDING BUSINESS LICENSING REQUIREMENTS; ESTABLISHING A BUSINESS LICENSE FEE; ELIMINATING BUSINESS LICENSE FEE PRORATION; ADDING BUSINESS LICENSING

CANCELLATION REQUIREMENTS; ESTABLISHING BUSINESS CEASE AND DESIST ORDER GUIDELINES; ESTABLISHING AN EFFECTIVE DATE; PROVIDING PENALTIES FOR VIOLATIONS; PROVIDING FOR SEVERABILITY; AND ESTABLISHING JANUARY 1, 2017 AS THE EFFECTIVE DATE.

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

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

34. [16-186](#)

ORDINANCE 2991: AMENDMENT TO THE MODEL CITY PRIVILEGE (SALES) TAX CODE, ARTICLE III-LICENSING AND RECORDKEEPING (ORDINANCE) (PUBLIC HEARING REQUIRED)

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

Ms. Rios said this is a request to adopt an Ordinance amending Chapter 21, Model City Privilege Sales Tax Code. Approval of this item will reduce the fee for the TPT sales tax license from \$50 down to \$35. She reminded the Council that this fee will be paid to the Department of Revenue, but those funds will come back to the city through the DOR.

Councilmember Turner asked if a new business needs a business license now, will they get the new rate now.

Ms. Rios said this rate will be effective January 1, 2017, and from now until then the business owner will pay a \$50 TPT license to the city. When the state takes over January 1, 2017, the business owner will remit that directly to the state. She said if there is some type of delay, the fee will still take effect with the ordinance and will be paid to the city under some type of an IGA until the state is ready to take over administration.

Mayor Weiers opened the public hearing.

There were no speakers for this item, and Mayor Weiers closed the public hearing.

ORDINANCE NO. 2991 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING CHAPTER 21.1 (MODEL CITY PRIVILEGE (SALES) TAX CODE), ARTICLE III-LICENSING AND RECORDKEEPING, SEC. 21.1-320 REDUCING THE TRANSACTION PRIVILEGE AND USE TAX LICENSE FEE FROM FIFTY DOLLARS TO THIRTY-FIVE DOLLARS; ESTABLISHING AN EFFECTIVE DATE; PROVIDING PENALTIES FOR VIOLATIONS; AND PROVIDING FOR SEVERABILITY.

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

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

ORDINANCES

35. [16-252](#) ORDINANCE 2992: FISCAL YEAR 2015-16 BUDGET AMENDMENTS
Staff Contact and Presenter: Vicki Rios, Interim Director, Finance and Technology

Ms. Rios said this is a request to approve certain FY15-16 budget amendments. This does not change the appropriation across all funds. The budget amendments are all consistent with the Council adopted policy Resolution 5038, supporting the cash and budget appropriation transfer policy.

ORDINANCE NO. 2992 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE TRANSFER OF CASH AND APPROPRIATION AUTHORIZATION BETWEEN BUDGET ITEMS IN THE ADOPTED FISCAL YEAR 2015-2016 BUDGET.

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

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

RESOLUTIONS

36. [16-251](#) RESOLUTION 5111: FISCAL YEAR 2016-2017 TENTATIVE BUDGET ADOPTION
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

Ms. Rios said this is a request for authorization to adopt the FY16-17 Tentative Budget, including the proposed capital improvement plan. She said the Council is also giving notice of two additional public hearings on the budget, June 14, 2016 at 6:00 p.m. and June 28, 2016 at 6:00 p.m. Once the tentative budget is approved, it will be published together with a notice of public hearing in a newspaper. She said adoption of this budget sets the maximum budget appropriation for the city at \$693,000,000 in total appropriation. This budget does not have a primary property tax increase, accomplishes many initiatives and priorities of the Council, it adopts a surplus of \$1 million in the general fund and a plan to restore the general fund reserves to \$50 million by the end of FY19-20.

RESOLUTION NO. 5111 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING A TENTATIVE BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2016-2017; SETTING FORTH THE REVENUE AND 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.

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

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

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Tolmachoff, to hold a Special Workshop Meeting on Thursday, June 2, 2016 at 9:00 a.m. in the City Council Chambers, for an Executive Session pursuant to A.R.S. 38-431.03. It was further moved to hold the next regularly scheduled City Council Workshop on Tuesday, June 7, 2016 at 1:30 p.m. in 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 Malnar, Councilmember Tolmachoff, and Councilmember Turner

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked staff and the citizens for their comments and the work they did on the light rail issue. He invited Ocotillo residents to mobile office hours for the month of June at O'Neil Park Community Center, 6448 West Missouri Avenue, 5:30 to 7 p.m. He is cancelling mobile office hours for July and will hold mobile office hours in August at the same location.

Councilmember Chavira thanked residents and staff for their comments tonight. He reminded everyone to be nice.

Councilmember Malnar announced a district meeting on June 2, 2016 at 5:30 p.m. and invited Sahuaro residents at the Martin Arts Center, behind the fire station. He said they will highlight the opportunities for kids to learn about science and technology.

Councilmember Tolmachoff thanked staff and City Manager Phelps for listening during the budget process. She also thanked staff and residents who came out to the meeting last week.

Councilmember Turner extended thanks to the citizens who spoke tonight and appreciated the input. He also thanked staff for their hard work. He said staff worked very hard on the budget.

Mayor Weiers said although the Councilmembers have disagreements, it doesn't mean they can't do their jobs. He said the Council does a good job working together. He told a story about interaction he had with a lady in a wheelchair who had problems voting. He said Mr. Strunk assisted the woman in getting to a polling place to be able to vote. He said staff goes out of their way to assist residents and he is very proud of the city employees.

ADJOURNMENT

The meeting was adjourned at 9:37 p.m.



Legislation Description

File #: 16-253, Version: 1

RECOMMEND APPROVAL OF LIQUOR LICENSE NO. 5-20494, MOD PIZZA

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

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 12 (Restaurant) license for MOD Pizza located at 7480 West Bell Road, Suite 110. The Arizona Department of Liquor Licenses and Control application (No. 1207A621) was submitted by Andrea Dahlman Lewkowicz.

Background Summary

The location of the establishment is in the Sahuaro District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 9,363. This series 12 is a new license to this location, therefore, the approval of this license will 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
03	Domestic Microbrewery	3
06	Bar - All Liquor	2
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	7
12	Restaurant	<u>31</u>
	Total	47

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, Council may take into consideration the location, as well as 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 25 thru May 15, 2016.

10.53

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: **05-04-16**

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New License

Business Name: **MOD Pizza**

Business Address: **7480 W. Bell RD., #110**

Applicant/s Information

Name: **Lewkowitz, Andrea (Agent)**

Name: **Svenson, Scott Trimble**

Name: **Svenson, Allyson Davis**

Name: **Ferguson, David Lynn**

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/5/2011	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft		3	
911 calls			
Trespassing		1	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage		1	
Other non-criminal*		3	
Other criminal			
Total calls for service	0	8	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

Date: **05-04-16**

License Type: **Series 12 Restaurant**

Definition: Allows the holder of a restaurant license to sell and serve spirituous liquor solely for consumption on the premises of an establishment which derives at least forty percent (40%) of its gross revenue from the sale of food.

Application Type: **New License**

Definition: New license

Business Name: **MOD Pizza**

Business Address: **7480 W. Bell RD., #110**

Applicant/s Information

Name: **Baird, Gilbert Lochrie III**

Name:

Name:

Name:

Continuation of applicants.

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:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>5-5-16</u>
Chief of Police or designee	<u>[Signature]</u>	<u>5-10-16</u>



Legislation Description

File #: 16-258, Version: 1

AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH FASTENAL COMPANY FOR MAINTENANCE, REPAIR, AND OPERATING (MRO) SUPPLIES AND RELATED SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a multi-year linking agreement with Fastenal Company, for city-wide, multi-departmental purchasing of retail maintenance, repair, and operating commodities such as miscellaneous small tools, hardware, repair materials and other like goods and services. The initial term of the agreement will be from the date of Council approval until March 31, 2018. This is also a request to authorize the City Manager to approve an extension of the agreement for up to two additional years, in an amount not to exceed \$600,000 over the life of the contract which is approximately \$150,000 annually for the four years.

Background

The purpose of this request is to combine expenditure authority with Fastenal into one Council request. The majority of spending with Fastenal is small dollar purchases made throughout the year by multiple departments which, collectively, can exceed \$100,000 per year. These purchases are made using funds budgeted by the departments for various repair and maintenance activities and are typically small items in small quantities purchased on an as-needed and when-needed by the departments. Department buyers consider price, availability, efficiency and time when making small dollar purchases. Approval of this linking agreement combines the purchases and expenditure authority with Fastenal Company under a single agreement and ensures all city departments benefit from the discounted pricing under this contract.

Analysis

On April 1, 2015, under The Cooperative Purchasing Network ("TCPN"), the Region 4 Educational Service Center entered into a contract with Fastenal to purchase the goods and services described in the Maintenance, Repair and Operations (MRO) Supplies and Related Services Agreement, Agreement No. R142101. In July, 2015, TCPN merged with National Intergovernmental Purchasing Alliance (NIPA) making all TCPN cooperative contracts available to NIPA member agencies including the City of Glendale.

By consolidating and aggregating its purchases, the City will be able to receive favorable discounts on all purchases. This agreement will allow City buyers more options when making buying decisions. Nothing in this agreement makes any guarantees of purchases or constrains the actions of departmental buyers.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a

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

Previous Related Council Action

On June 11, 2013, the Glendale City Council adopted Resolution 4686 directing the City's participation in the National Intergovernmental Purchasing Alliance (NIPA) for the purpose of making government contracts.

Community Benefit/Public Involvement

Consolidating and aggregating purchases allows the City to receive favorable discounts on all purchases which can save money on delivering services to the public. Purchasing from cooperative contracts provides both competitive and optimal pricing for equipment and services.

Budget and Financial Impacts

Small purchases made by Departmental buyers using this linking agreement are charged against various budgeted accounts and managed and supervised by each department head. Total spending City typically exceeds \$100,000 per year.

Cost	Fund-Department-Account
\$150,000 per year	varies

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
FASTENAL COMPANY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Fastenal Company, a Minnesota corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On April 1, 2015, under The Cooperative Purchasing Network ("TCPN"), the Region 4 Educational Service Center entered into a contract with Contractor to purchase the goods and services described in the Maintenance, Repair and Operations (MRO) Supplies and Related Services Agreement, Agreement No. R142101 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was April 1, 2015, until the date the contract expires on March 31, 2018, 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 be extended beyond March 31, 2020. The initial term of this Agreement, therefore, is the period from the Effective Date of this Agreement until March 31, 2018. The City Manager

or designee, however, may renew the term of this Agreement for two additional (2) one-year periods until the Cooperative Purchasing Agreement expires on March 31, 2020. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement. The rate and schedule from the Cooperative Purchasing Agreement are attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred fifty thousand dollars (\$150,000) annually or six hundred thousand dollars (\$600,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Connie Schneider, C.P.M.
5850 Glendale Ave, Suite 317
Glendale, Arizona 85301
623-930-2868
cschneider@glendaleaz.com

and

Fastenal Company
c/o Zach Wise
4730 N. Service Drive
Winona, MN 55987
507-313-7206
zwise@fastenal.com

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

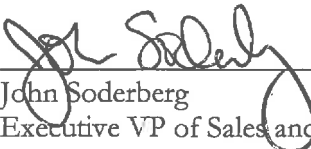
"City"

"Contractor"

City of Glendale, an Arizona
municipal corporation

Fastenal Company,
a Minnesota corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____
Name: John Soderberg
Title: Executive VP of Sales and Operations

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT A

Maintenance, Repair and Operations (MRO) Supplies and Related Services
TCPN Contract #R142101



February 27, 2015

Mr. Kenneth R. Nance
Executive Vice President - Sales
Fastenal Company
2001 Theurer Blvd.
Winona, Minnesota 55987

Re: Award of TCPN Contract # R142101

Dear Mr. Nance:

Per official action taken by the Board of Directors of Region 4 Education Service Center, on February 24, 2015, The Cooperative Purchasing Network (TCPN) is pleased to announce that after approval of the exceptions as agreed upon in the terms and conditions, Fastenal Company has been awarded an annual contract for the following, based on the sealed proposal (RFP# 14-21) submitted on December 10, 2014:

Commodity/Service

Contractor

Maintenance, Repair & Operations (MRO)
Supplies and Related Services


Fastenal Company

The contract is effective April 1, 2015 and will expire on March 31, 2018. As indicated above, your TCPN Contract # is R142101. This contract may be renewed annually for an additional two (2) years if mutually agreed by Region 4 ESC/TCPN and Fastenal Company.

Your participation in the proposal process is appreciated and we look forward to a successful partnership. Please feel free to provide copies of this letter to your sales representative(s) to assist in their daily course of business.

If you have any questions, please feel free to contact Deborah Bushnell at 713.554.0460.

Sincerely,


Jason Wickel
President

APPENDIX A**VENDOR CONTRACT AND SIGNATURE FORM**

This Vendor Contract and Signature Form ("Contract") is made as of 12/08/2014, by and between Fastenal Company ("Vendor") and Region 4 Education Service Center ("Region 4 ESC") for the purchase of Maintenance, Repair and Operations (MRO) Supplies & Related Services ("the products and services").

RECITALS

WHEREAS, both parties agree and understand that the following pages will constitute the contract between the successful vendor(s) and Region 4 ESC, having its principal place of business at 7145 West Tidwell Road, Houston, TX 77092.

WHEREAS, Vendor agrees to include, in writing, any required exceptions or deviations from these terms, conditions, and specifications; and it is further understood that, if agreed to by Region 4 ESC, said exceptions or deviations will be incorporated into the final contract "Vendor Contract."

WHEREAS, this contract consists of the provisions set forth below, including provisions of all attachments referenced herein. In the event of a conflict between the provisions set forth below and those contained in any attachment, the provisions set forth below shall control.

WHEREAS, the Vendor Contract will provide that any state, county, special district, local government, school district, private K-12 school, technical or vocational school, higher education institution (including community colleges, colleges and universities, both public and private), other government agencies or non-profit organization may purchase products and services at prices indicated in the Vendor Contract upon registering and becoming a member with TCPN; and it being further understood that Region 4 ESC shall act as the Lead Public Agency with respect to all such purchase agreements.

WHEREAS, TCPN has the administrative and legal capacity to administer purchases on behalf of Region 4 ESC under the Vendor Contract with participating public agencies and entities, as permitted by applicable law.

ARTICLE 1- GENERAL TERMS AND CONDITIONS

- 1.1 TCPN shall be afforded all of the rights, privileges and indemnifications afforded to Region 4 ESC under the Vendor Contract, and such rights, privileges and indemnifications shall accrue and apply with equal effect to TCPN, including, without limitation, Vendors obligation to provide insurance and other indemnifications to Lead Public Agency.
- 1.2 Awarded vendor shall perform all duties, responsibilities and obligations, set forth in this agreement, and required under the Vendor Contract.
- 1.3 TCPN shall perform its duties, responsibilities and obligations as administrator of purchases, set forth in this agreement, and required under the Vendor Contract.

1.4 **Purchasing procedure:**

- Purchase orders are issued by participating governmental agencies to the awarded vendor indicating on the PO “**Per TCPN Contract # R_____.**”
- Vendor delivers goods/services directly to the participating agency.
- Awarded vendor invoices the participating agency directly.
- Awarded vendor receives payment directly from the participating agency.
- Awarded vendor reports sales monthly to TCPN.

- 1.5 **Customer Support:** The vendor shall provide timely and accurate technical advice and sales support to Region 4 ESC staff, TCPN staff and participating agencies. The vendor shall respond to such requests within one (1) working day after receipt of the request.

ARTICLE 2- ANTICIPATED TERM OF AGREEMENT

- 2.1 Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC. Region 4 ESC will notify the vendor in writing if the contract is extended. Awarded vendor shall honor all administrative fees for any sales made based under the contract whether renewed or not.
- 2.2 Region 4 ESC shall review the contract prior to the renewal date and notify the current awarded vendor, no less than ninety (90) days of Region 4 ESC’s intent renew the contract. Upon receipt of notice, awarded vendor must notify Region 4 ESC if it elects not to renew. Awarded vendor shall honor the administrative fee for any sales incurred throughout the life of the contract on any sales made based on a Region 4 ESC contract whether awarded a renewal or not. Region 4 ESC reserves the right to exercise each two-year extension annually.

ARTICLE 3- REPRESENTATIONS AND COVENANTS

- 3.1. **Scope:** This contract is based on the need to provide the economic benefits of volume purchasing and reduction in administrative costs through cooperative purchasing to schools and other members. Although contractors may restrict sales to certain public units (for example, state agencies or local government units), any contract that prohibits sales from being made to public school districts may not be considered. Sales without restriction to any Members are preferred. These types of contracts are commonly referred to as being “piggybackable”.
- 3.2. **Compliance:** Cooperative Purchasing Agreements between TCPN and its Members have been established under state procurement law.
- 3.3. **Offeror’s Promise:** Offeror agrees all prices, terms, warranties, and benefits granted by Offeror to Members through this contract are comparable to or better than the equivalent terms offered by Offeror to any present customer meeting the same qualifications or requirements.

ARTICLE 4- FORMATION OF CONTRACT

- 4.1. **Offeror Contract Documents:** Region 4 ESC will review proposed offeror contract documents. Vendor’s contract document shall not become part of Region 4 ESC’s contract with vendor unless and until an authorized representative of Region 4 ESC reviews and approves it.
- 4.2. **Form of Contract:** The form of contract for this solicitation shall be the Request for Proposal, the awarded proposal(s) and best and final offer(s), and properly issued and reviewed purchase orders referencing the requirements of the Request for Proposals. If a firm submitting an offer requires Region 4 ESC and/or Member to sign an additional agreement, a copy of the proposed agreement must be included with the proposal.

- 4.3. **Entire Agreement (Parol evidence)**: The contract, as specified above, represents the final written expression of agreement. All agreements are contained herein and no other agreements or representations that materially alter it are acceptable.
- 4.4. **Assignment of Contract**: No assignment of contract may be made without the prior written approval of Region 4 ESC. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by Region 4 ESC. Awarded vendor is required to notify Region 4 ESC when any material change in operations is made that may adversely affect members (i.e. bankruptcy, change of ownership, merger, etc.).
- 4.5. **Novation**: If contractor sells or transfers all assets or the entire portion of the assets used to perform this contract, a successor in interest must guarantee to perform all obligations under this contract. Region 4 ESC reserves the right to accept or reject any new party. A simple change of name agreement will not change the contractual obligations of contractor.
- 4.6. **Contract Alterations**: No alterations to the terms of this contract shall be valid or binding unless authorized and signed by a Region 4 ESC staff member.
- 4.7. **Order of Precedence**: In the event of a conflict in the provisions of the contract as accepted by Region 4 ESC, the following order of precedence shall prevail:
- Special terms and conditions
 - General terms and conditions
 - Specifications and scope of work
 - Attachments and exhibits
 - Documents referenced or included in the solicitation
- 4.8. **Supplemental Agreements**: The entity participating in the Region 4 ESC contract and awarded vendor may enter into a separate supplemental agreement to further define the level of service requirements over and above the minimum defined in this contract i.e. invoice requirements, ordering requirements, specialized delivery, etc. Any supplemental agreement developed as a result of this contract is exclusively between the participating entity and awarded vendor. Neither Region 4 ESC, TCPN, its agents, members and employees shall be made party to any claim for breach of such agreement.
- 4.9. **Adding authorized distributors/dealers**: Awarded vendors are prohibited from authorizing additional distributors or dealers, other than those identified at the time of submitting their proposal, to sell under their contract award without notification and prior written approval from TCPN. Awarded vendors must notify TCPN each time it wishes to add an authorized distributor or dealer. Purchase orders and payment can only be made to awarded vendor unless otherwise approved by TCPN. Pricing provided to members by added distributors or dealers must also be less than or equal to the pricing offered by the awarded contract holder, unless otherwise approved by TCPN.

ARTICLE 5- TERMINATION OF CONTRACT

- 5.1. **Cancellation for Non-Performance or Contractor Deficiency**: Region 4 ESC may terminate any contract if Members have not used the contract, or if purchase volume is determined to be low volume in any 12-month period. Region 4 ESC reserves the right to cancel the whole or any part of this contract due to failure by contractor to carry out any obligation, term or condition of the contract. Region 4 ESC may issue a written deficiency notice to contractor for acting or failing to act in any of the following:
- i. Providing material that does not meet the specifications of the contract;
 - ii. Providing work and/or material that was not awarded under the contract;
 - iii. Failing to adequately perform the services set forth in the scope of work and specifications;
 - iv. Failing to complete required work or furnish required materials within a reasonable amount of time;

- v. Failing to make progress in performance of the contract and/or giving Region 4 ESC reason to believe that contractor will not or cannot perform the requirements of the contract; and/or
- vi. Performing work or providing services under the contract prior to receiving a Region 4 ESC reviewed purchase order for such work.

Upon receipt of a written deficiency notice, contractor shall have ten (10) days to provide a satisfactory response to Region 4 ESC. Failure to adequately address all issues of concern may result in contract cancellation. Upon cancellation under this paragraph, all goods, materials, work, documents, data and reports prepared by contractor under the contract shall become the property of the Member on demand.

5.2 **Termination for Cause:** If, for any reason, the Vendor fails to fulfill its obligation in a timely manner, or if the vendor violates any of the covenants, agreements, or stipulations of this contract Region 4 ESC reserves the right to terminate the contract immediately and pursue all other applicable remedies afforded by law. Such termination shall be effective by delivery of notice, to the vendor, specifying the effective date of termination. In such event, all documents, data, studies, surveys, drawings, maps, models and reports prepared by vendor for this solicitation may become the property of the participating agency or entity. If such event does occur then vendor will be entitled to receive just and equitable compensation for the satisfactory work completed on such documents.

5.3 **Delivery/Service Failures:** Failure to deliver goods or services within the time specified, or within a reasonable time period as interpreted by the purchasing agent or failure to make replacements or corrections of rejected articles/services when so requested shall constitute grounds for the contract to be terminated. In the event that the participating agency or entity must purchase in an open market, contractor agrees to reimburse the participating agency or entity, within a reasonable time period, for all expenses incurred.

5.4 **Force Majeure:** If by reason of Force Majeure, either party hereto shall be rendered unable wholly or in part to carry out its obligations under this Agreement then such party shall give notice and full particulars of Force Majeure in writing to the other party within a reasonable time after occurrence of the event or cause relied upon, and the obligation of the party giving such notice, so far as it is affected by such Force Majeure, shall be suspended during the continuance of the inability then claimed, except as hereinafter provided, but for no longer period, and such party shall endeavor to remove or overcome such inability with all reasonable dispatch.

The term Force Majeure as employed herein, shall mean acts of God, strikes, lockouts, or other industrial disturbances, act of public enemy, orders of any kind of government of the United States or the State of Texas or any civil or military authority; insurrections; riots; epidemics; landslides; lighting; earthquake; fires; hurricanes; storms; floods; washouts; droughts; arrests; restraint of government and people; civil disturbances; explosions, breakage or accidents to machinery, pipelines or canals, or other causes not reasonably within the control of the party claiming such inability. It is understood and agreed that the settlement of strikes and lockouts shall be entirely within the discretion of the party having the difficulty, and that the above requirement that any Force Majeure shall be remedied with all reasonable dispatch shall not require the settlement of strikes and lockouts by acceding to the demands of the opposing party or parties when such settlement is unfavorable in the judgment of the party having the difficulty.

5.5 **Standard Cancellation:** Either party may cancel this contract in whole or in part by providing written notice. The cancellation will take effect 30 business days after the other party receives the notice of cancellation. After the 30th business day all work will cease following completion of final purchase order. Vendor may be requested to provide additional items not already on contract at any time.

ARTICLE 6- LICENSES

- 6.1 **Duty to keep current license:** Vendor shall maintain in current status all federal, state and local licenses, bonds and permits required for the operation of the business conducted by vendor. Vendor shall remain fully informed of and in compliance with all ordinances and regulations pertaining to the lawful provision of services under the contract. Region 4 ESC reserves the right to stop work and/or cancel the contract of any vendor whose license(s) expire, lapse, are suspended or terminated.
- 6.2 **Survival Clause:** All applicable software license agreements, warranties or service agreements that were entered into between Vendor and Customer under the terms and conditions of the Contract shall survive the expiration or termination of the Contract. All Purchase Orders issued and accepted by Order Fulfiller shall survive expiration or termination of the Contract.

ARTICLE 7- DELIVERY PROVISIONS

- 7.1 **Delivery:** Vendor shall deliver said materials purchased on this contract to the Member issuing a Purchase Order. Conforming product shall be shipped within 7 days of receipt of Purchase Order. If delivery is not or cannot be made within this time period the vendor must receive authorization from the purchasing agency for the delayed delivery. At this point the participating entity may cancel the order if estimated shipping time is not acceptable.
- 7.2 **Inspection & Acceptance:** If defective or incorrect material is delivered, purchasing agency may make the determination to return the material to the vendor at no cost to the purchasing agency. The vendor agrees to pay all shipping costs for the return shipment. Vendor shall be responsible for arranging the return of the defective or incorrect material.

ARTICLE 8- BILLING AND REPORTING

- 8.1 **Payments:** The entity using the contract will make payments directly to the awarded vendor. Payment shall be made after satisfactory performance, in accordance with all provisions thereof, and upon receipt of a properly completed invoice.
- 8.2 **Invoices:** The awarded vendor shall submit invoices to the participating entity clearly stating "*Per TCPN Contract*". The shipment tracking number or pertinent information for verification shall be made available upon request.
- 8.3 **Tax Exempt Status:** Since this is a national contract, knowing the tax laws in each state is the sole responsibility of the vendor.
- 8.4 **Reporting:** The awarded vendor shall electronically provide TCPN with a detailed monthly report showing the dollar volume of all sales under the contract for the previous month. Reports shall be sent via e-mail to TCPN offices at reporting@tcpn.org. Reports are due on the **fifteenth (15th)** day after the close of the previous month. It is the responsibility of the awarded vendor to collect and compile all sales under the contract from participating Members and submit one (1) report. The report shall include at least the following information listed below:
- Vendor Name
 - TCPN Contract Number
 - Reporting Period/Year
 - Entity Name
 - Entity Address (Including Street, City, State & Zip)

- Entity Purchase Order Number (Individual Purchase Order Numbers)
- Purchase Order Date
- Gross Sale Amount
- Administrative Fee (Based on Gross Sale Amount)

ARTICLE 9- PRICING

9.1 **Best price guarantee**: The awarded vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacturer or publisher's direct cost.

9.2 **Price increase**: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases must be supported by manufacture documentation, or a formal cost justification letter.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC. All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

9.3 **Additional Charges**: All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing.

9.4 **Price reduction and adjustment**: Price reduction may be offered at any time during contract and shall become effective upon notice of acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period.

9.5 **Prevailing Wage**: It shall be the responsibility of the Vendor to comply, when applicable, with the prevailing wage legislation in effect in the jurisdiction of the purchaser (Region 4 ESC or its Members). It shall further be the responsibility of the Vendor to monitor the prevailing wage rates as established by the appropriate department of labor for any increase in rates during the term of this contract and adjust wage rates accordingly.

- **Administrative Fees**: All pricing submitted to Region 4 ESC shall include the administrative fee to be remitted to TCPN by the awarded vendor.

The awarded vendor agrees to pay administrative fees to TCPN as calculated as follows: (Sales will be calculated for fiscal year of January 1st through December 31st and reset each year)

<u>Annual Sales Through Contract</u>	<u>Administrative Fee</u>
0 - \$50,000,000	2%
\$50,000,001 - \$100,000,000	1.75%
\$100,000,001 - \$150,000,000	1.5%
\$150,000,001 - \$200,000,000	1.25%
\$200,000,001 - \$500,000,000	1%
\$500,000,001 - \$1,000,000,000	0.75%
\$1,000,000,000+	0.5%

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

ARTICLE 11- OFFEROR PRODUCT LINE REQUIREMENTS

- 11.1 **Current products:** Proposals shall be for materials and equipment in current production and marketed to the general public and education/government agencies at the time the proposal is submitted.
- 11.2 **Discontinued products:** If a product or model is discontinued by the manufacturer, vendor may substitute a new product or model if the replacement product meets or exceeds the specifications and performance of the discontinued model and if the discount is the same or greater than the discontinued model.
- 11.3 **New products/Services:** New products and/or services that meet the scope of work may be added to the contract. Pricing shall be equivalent to the percentage discount for other products. Vendor may replace or add product lines to an existing contract if the line is replacing or supplementing products on contract, is equal or superior to the original products offered, is discounted in a similar or to a greater degree, and if the products meet the requirements of the solicitation. No products and/or services may be added to avoid competitive procurement requirements. Region 4 ESC may require additions to be submitted with documentation from Members demonstrating an interest in, or a potential requirement for, the new product or service. Region 4 ESC may reject any additions without cause.

- 11.4 **Options:** Optional equipment for products under contract may be added to the contract at the time they become available under the following conditions: 1) the option is priced at a discount similar to other options; 2) the option is an enhancement to the unit that improves performance or reliability.
- 11.5 **Product line:** Offerors with a published catalog may submit the entire catalog. Region 4 ESC reserves the right to select products within the catalog for award without having to award all contents. Region 4 ESC may reject any addition of equipment options without cause.
- 11.6 **Warranty conditions:** All supplies, equipment and services shall include manufacturer's minimum standard warranty and one (1) year labor warranty unless otherwise agreed to in writing.
- 11.7 **Buy American requirement:** (for New Jersey and all other applicable States) Vendors may only use unmanufactured construction material mined or produced in the United States, as required by the Buy American Act. Where trade agreements apply, to the extent permitted by applicable law, then unmanufactured construction material mined or produced in a designated country may also be used. Vendors are required to check state specific requirements to ensure compliance with this requirement.

ARTICLE 12- SITE REQUIREMENTS

- 12.1 **Cleanup:** Vendor shall clean up and remove all debris and rubbish resulting from their work as required or directed by Member. Upon completion of the work, the premises shall be left in good repair and an orderly, neat, clean and unobstructed condition.
- 12.2 **Preparation:** Vendor shall not begin a project for which Member has not prepared the site, unless vendor does the preparation work at no cost, or until Member includes the cost of site preparation in a purchase order. Site preparation includes, but is not limited to: moving furniture, installing wiring for networks or power, and similar pre-installation requirements.
- 12.3 **Registered sex offender restrictions:** For work to be performed at schools, vendor agrees that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.
- 12.4 **Safety measures:** Vendor shall take all reasonable precautions for the safety of employees on the worksite, and shall erect and properly maintain all necessary safeguards for protection of workers and the public. Vendor shall post warning signs against all hazards created by its operation and work in progress. Proper precautions shall be taken pursuant to state law and standard practices to protect workers, general public and existing structures from injury or damage.
- 12.5 **Smoking:** Persons working under the contract shall adhere to local smoking policies. Smoking will only be permitted in posted areas or off premises.
- 12.6 **Stored materials:** Upon prior written agreement between the vendor and Member, payment may be made for materials not incorporated in the work but delivered and suitably stored at the site or some other location, for installation at a later date. An inventory of the stored materials must be provided to Member prior to payment. Such materials must be stored and protected in a secure location, and be insured for their full value by the vendor against loss and damage. Vendor agrees to provide proof of coverage and/or addition of Member as an additional insured upon Member's request. Additionally, if stored offsite, the materials must also be clearly identified as property of buying Member and be separated from other materials. Member must be allowed reasonable opportunity to inspect and take inventory of stored materials, on or offsite, as necessary.

Until final acceptance by the Member, it shall be the Vendor's responsibility to protect all materials and equipment. The Vendor warrants and guarantees that title for all work, materials and equipment shall pass to the Member upon final acceptance.

ARTICLE 13- MISCELLANEOUS

- 13.1 **Funding Out Clause**: Any/all contracts exceeding one (1) year shall include a standard “funding out” clause. A contract for the acquisition, including lease, of real or personal property is a commitment of the entity’s current revenue only, provided the contract contains either or both of the following provisions:

“Retains to the entity the continuing right to terminate the contract at the expiration of each budget period during the term of the contract and is conditioned on a best efforts attempt by the entity to obtain appropriate funds for payment of the contract.”

- 13.2 **Disclosures**: Offeror affirms that he/she 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 this contract.

Include a complete description of any and all relationships that might be considered a conflict of interest in doing business with participants in TCPN.

The Offeror affirms that, to the best of his/her knowledge, the offer has been arrived at independently, and is submitted without collusion with anyone to obtain information or gain any favoritism that would in any way limit competition or give an unfair advantage over other vendors in the award of this contract.

- 13.3 **Indemnity**: The awarded vendor shall protect, indemnify, and hold harmless both Region 4 ESC and TCPN and its participants, administrators, employees and agents against all claims, damages, losses and expenses arising out of or resulting from the actions of the vendor, vendor employees or vendor subcontractors in the preparation of the solicitation and the later execution of the contract, including any supplemental agreements with members. Any litigation involving either Region 4 ESC or TCPN, its administrators and employees and agents will be in Harris County, Texas. Any litigation involving TCPN members shall be in the jurisdiction of the participating agency.

- 13.4 **Franchise Tax**: The Offeror hereby certifies that he/she is not currently delinquent in the payment of any franchise taxes.

- 13.5 **Marketing**: Awarded vendor agrees to allow Region 4 ESC to use their name and logo within website, marketing materials and advertisement. Any use of Region 4 ESC name and logo or any form of publicity, inclusive of press releases, regarding this contract by awarded vendor must have prior approval from Region 4 ESC.

- 13.6 **Certificates of Insurance**: Certificates of insurance shall be delivered to the Region 4 ESC participant prior to commencement of work. The insurance company shall be licensed in the applicable state in which work is being conducted. The awarded vendor shall give the participating entity a minimum of ten (10) days notice prior to any modifications or cancellation of policies. The awarded vendor shall require all subcontractors performing any work to maintain coverage as specified.

- 13.7 **Legal Obligations**: It is the Offeror’s responsibility to be aware of and comply with all local, state, and federal laws governing the sale of products/services identified in this RFP and any awarded contract and shall comply with all while fulfilling the RFP. Applicable laws and regulation must be followed even if not specifically identified herein.

- 13.8 **Open Records Policy**: Because Region 4 ESC contracts are awarded by a governmental entity, responses submitted are subject to release as public information after contracts are executed. If a vendor believes that its response, or parts of its response, may be exempted from disclosure, the vendor must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, the Offeror must specify which exception(s) are applicable and provide detailed

reasons to substantiate the exception(s). Offeror must provide this information on the "Acknowledgement and Acceptance to Region 4 ESC's Open Record Policy" form found at the beginning of this solicitation. Any information that is unmarked will be considered public information and released, if requested under the Public Information Act.

The determination of whether information is confidential and not subject to disclosure is the duty of the Office of Attorney General (OAG). Region 4 ESC must provide the OAG sufficient information to render an opinion and therefore, vague and general claims to confidentiality by the Offeror are not acceptable. Region 4 ESC must comply with the opinions of the OAG. Region 4 ESC assumes no responsibility for asserting legal arguments on behalf of any vendor. Offeror are advised to consult with their legal counsel concerning disclosure issues resulting from this procurement process and to take precautions to safeguard trade secrets and other proprietary information.

After completion of award, these documents will be available for public inspection.

[Remainder of Page Intentionally Left Blank – Signatures follow on Signature Form]

VENDOR CONTRACT SIGNATURE FORM

The undersigned hereby proposes and agrees to furnish goods and/or services in strict compliance with the terms, specifications and conditions at the prices proposed within response unless noted in writing. The undersigned further certifies that he/she is an officer of the company and has authority to negotiate and bind the company named below and has not prepared this proposal in collusion with any other Respondent and that the contents of this proposal as to prices, terms or conditions of said proposal have not been communicated by the undersigned nor by any employee or agent to any person engaged in this type of business prior to the official opening of this proposal.

Prices are guaranteed: **120 days**

Company name Fastenal Company

Address 2001 Theurer Blvd.

City/State/Zip Winona, MN 55987

Telephone No. (507) 313-7206

Fax No. (507) 494-6330

Email address zwise@fastenal.com

Printed name Kenneth R. Nance

Position with company Executive Vice President - Sales

Authorized signature *Kenneth R. Nance*

Accepted by The Cooperative Purchasing Network:

Term of contract April 1, 2015 to March 31, 2018

Unless otherwise stated, all contracts are for a period of three (3) years with an option to renew annually for an additional two (2) years if agreed to by Region 4 ESC and the awarded vendor. Awarded vendor shall honor all administrative fees for any sales made based on a contract whether renewed or not.

Rita Drabek
Region 4 ESC Authorized Board Member

2-24-2015
Date

Rita Drabek
Print Name

Faye B. Bryant
Region 4 ESC Authorized Board Member

2-24-2015
Date

Faye B. Bryant
Print Name

TCPN Contract Number B142101

Appendix D:
GENERAL TERMS & CONDITIONS ACCEPTANCE FORM

Signature on Vendor Contract Signature form certifies complete acceptance of the General Terms and Conditions in this solicitation, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the General Terms and Conditions:

- We take no exceptions/deviations to the general terms and conditions

(Note: If none are listed below, it is understood that no exceptions/deviations are taken.)

- We take the following exceptions/deviations to the general terms and conditions. All exceptions/deviations must be clearly explained. Reference the corresponding general terms and conditions that you are taking exceptions/deviations to. Clearly state if you are adding additional terms and conditions to the general terms and conditions. Provide details on your exceptions/deviations below:

(Note: Unacceptable exceptions shall remove your proposal from consideration for award. Region 4 ESC shall be the sole judge on the acceptance of exceptions/deviations and the decision shall be final.)

Please see the following pages which detail our exceptions/deviations.

Appendix D:**GENERAL TERMS & CONDITIONS ACCEPTANCE FORM**

Fastenal takes the following exceptions:

9.1 Best Price Guarantee:

The evaluated vendor agrees to provide pricing to Region 4 ESC and its participating entities that are the lowest pricing available and the pricing shall remain so throughout the duration of the contract. Pricing offered to Federal government buying consortiums for goods and services is exempt from this requirement. The awarded vendor, however, agrees to lower the cost of any product purchased through TCPN following a reduction in the manufacture or publisher's direct cost.

Clarification / exception to Best Price Guarantee:

Fastenal is offering Region 4 ESC a pricing structure that represents a "ceiling price". Region 4 ESC and its participating entities will not be charged more than the pricing negotiated but may be charged more favorable prices based upon market conditions, volume discounts, planned purchases that allow for Manufacturer specific Special Pricing Agreements (SPA) and other situational variations that regularly occur in a retail environment commonly known as deviations (liquidations, damaged goods, one time good will, seasonal items, local promotions, etc.).

Additionally, Fastenal's price methodology with other State contracts and National Governmental Cooperatives is to negotiate the not to exceed or "ceiling price," and these customers also share the same commercial sales practice of Region 4 (and their participating entities). They are afforded the same opportunity for more favorable prices resulting from situational conditions and/or deviations, so it is not possible to make a best pricing representation.

Regarding the representation to lower the price as a result of a manufacturer price reduction - Fastenal's vendor base is comprised of thousands of vendors who are manufacturers, manufacturer representatives, dealers, brokers, and distributors of branded items and commodities. We often have multiple vendors for the same item and inventory within our distribution system that represents purchases from multiple vendors over different time periods at a variety of price points. Because of the aforementioned purchasing and distribution practices of Fastenal as a national distributor with a global vendor base, it is not practical or reasonable to administer automatic price decreases based upon changes in vendor costing.

9.2 Price increase: Should it become necessary or proper during the term of this contract to make any change in design or any alterations that will increase expense Region 4 ESC must be notified immediately. Price increases must be approved by Region 4 ESC and no payment for additional materials or services, beyond the amount stipulated in the contract, shall be paid without prior approval. All price increases to core item list must be supported by manufacture documentation, or a formal cost justification letter.

Seller will provide adequate documentation to substantiate proposed price adjustments. Such documentation may include but is not limited to third-party market reports, documentation from Seller's suppliers and reputable commodity indexes.

Discounts for Catalog items will remain firm for the life of the contract. Discounts will be applied to the Fastenal Wholesale published price effective the date of purchase.

Awarded vendor must honor previous prices for thirty (30) days after approval and written notification from Region 4 ESC if requested.

It is the awarded vendor's responsibility to keep all pricing up to date and on file with Region 4 ESC.

Core Item list will be maintained on an Excel spreadsheet. Core Items will have the message "Core Item" when shopping on www.fastenal.com with the Buyer's account number. Additionally, the message of "Core Item" will be displayed at the local store within Seller's Point-of-Sale system and on any punch-out e-catalogs required by Buyer.

Catalog items are items that are available for purchase on www.fastenal.com or are published in the current version of the Fastenal Big Blue Catalog. All Catalog items will have the message "Catalog item" when shopping on www.fastenal.com with the Buyer's account number. Additionally, the message of "Core Item" will be displayed at the local store within Seller's Point-of-Sale system and on any punch-out e-catalogs required by Buyer.

Pricing for Non-Catalog items shall be negotiated by the parties at the local level prior to the sale of said items.

All price changes must be provided to Region 4 ESC, using the same format as was accepted in the original contract.

- 9.4 Price Reduction and Adjustment:** Price reduction may be offered at any time during contract and shall become effective upon notice of the acceptance from Region 4 ESC. Special, time-limited reductions are permissible under the following conditions: 1) reduction is available to all Members equally; 2) reduction is for a specific time period, normally not less than thirty (30) days; 3) original price is not exceeded after the time-limit; and 4) Region 4 ESC has approved the new prices prior to any offer of the prices to a Member. Vendor shall offer Region 4 ESC any published price reduction during the contract period. Price reductions for retail deviations, spot buys and/or situational market conditions do not constitute a price reduction or adjustment.

ARTICLE 10- PRICING AUDIT

- 10.1 **Audit rights:** Vendor shall, at Vendor's sole expense, maintain appropriate due diligence of all purchases made by Region 4 ESC and any entity that utilizes this Agreement. TCPN and Region 4 ESC each reserve the right to audit the accounting for a period of three (3) years from the time such purchases are made. This audit right shall survive termination of this Agreement for a period of one (1) year from the effective date of termination. In the State of New Jersey, this audit right shall survive



termination of this Agreement for a period of five (5) years from the date of final payment. Such records shall be made available to the New Jersey Office of the State Comptroller upon request. Region 4 ESC shall have the authority to conduct random audits of Vendor's pricing that is offered to eligible entities at Region 4 ESC's sole cost and expense. Notwithstanding the foregoing, in the event that Region 4 ESC is made aware of any pricing being offered to eligible agencies that is materially inconsistent with the pricing under this agreement, Region 4 ESC shall have the ability to conduct an extensive audit of Vendor's pricing at Vendor's sole cost and expense for auditing costs incurred by Fastenal in support of the audit. All audit costs incurred by Region 4 ESC are at Region 4 ESC's sole cost and expense. Region 4 ESC may conduct the audit internally or may engage a third-party auditing firm. In the event of an audit, the requested materials shall be provided in the format and at the location designated by Region 4 ESC or TCPN.

- 12.3 **Registered sex offender restrictions:** As required by individual school districts, For work to be performed at schools, vendor agrees to perform background checks to insure that no employee or employee of a subcontractor who has been adjudicated to be a registered sex offender will perform work at any time when students are or are reasonably expected to be present. Vendor agrees that a violation of this condition shall be considered a material breach and may result in the cancellation of the purchase order at the Member's discretion. Vendor must identify any additional costs associated with compliance of this term. If no costs are specified, compliance with this term will be provided at no additional charge.

Appendix E:

QUESTIONNAIRE

Please provide responses to the following questions that address your company's operations, organization, structure and processes for providing products and services.

1. States Covered

Offeror must indicate any and all states where products and services can be offered.

Please indicate the price co-efficient for each state if it varies.

50 States & District of Columbia (Selecting this box is equal to checking all boxes below)

- | | |
|---|---|
| <input type="checkbox"/> Alabama | <input type="checkbox"/> Montana |
| <input type="checkbox"/> Alaska | <input type="checkbox"/> Nebraska |
| <input type="checkbox"/> Arizona | <input type="checkbox"/> Nevada |
| <input type="checkbox"/> Arkansas | <input type="checkbox"/> New Hampshire |
| <input type="checkbox"/> California | <input type="checkbox"/> New Jersey |
| <input type="checkbox"/> Colorado | <input type="checkbox"/> New Mexico |
| <input type="checkbox"/> Connecticut | <input type="checkbox"/> New York |
| <input type="checkbox"/> Delaware | <input type="checkbox"/> North Carolina |
| <input type="checkbox"/> District of Columbia | <input type="checkbox"/> North Dakota |
| <input type="checkbox"/> Florida | <input type="checkbox"/> Ohio |
| <input type="checkbox"/> Georgia | <input type="checkbox"/> Oklahoma |
| <input type="checkbox"/> Hawaii | <input type="checkbox"/> Oregon |
| <input type="checkbox"/> Idaho | <input type="checkbox"/> Pennsylvania |
| <input type="checkbox"/> Illinois | <input type="checkbox"/> Rhode Island |
| <input type="checkbox"/> Indiana | <input type="checkbox"/> South Carolina |
| <input type="checkbox"/> Iowa | <input type="checkbox"/> South Dakota |
| <input type="checkbox"/> Kansas | <input type="checkbox"/> Tennessee |
| <input type="checkbox"/> Kentucky | <input type="checkbox"/> Texas |
| <input type="checkbox"/> Louisiana | <input type="checkbox"/> Utah |
| <input type="checkbox"/> Maine | <input type="checkbox"/> Vermont |
| <input type="checkbox"/> Maryland | <input type="checkbox"/> Virginia |
| <input type="checkbox"/> Massachusetts | <input type="checkbox"/> Washington |
| <input type="checkbox"/> Michigan | <input type="checkbox"/> West Virginia |
| <input type="checkbox"/> Minnesota | <input type="checkbox"/> Wisconsin |
| <input type="checkbox"/> Mississippi | <input type="checkbox"/> Wyoming |
| <input type="checkbox"/> Missouri | |

Territories & Outlying Areas (Selecting this box is equal to checking all boxes below)

- | | |
|---|--|
| <input type="checkbox"/> American Samoa | <input type="checkbox"/> Northern Marina Islands |
| <input type="checkbox"/> Federated States of Micronesia | <input checked="" type="checkbox"/> Puerto Rico |
| <input checked="" type="checkbox"/> Guam | <input type="checkbox"/> U.S. Virgin Islands |
| <input type="checkbox"/> Midway Islands | |

2. Diversity Programs

- Do you currently have a diversity program or any diversity partners that you do business with? Yes No
- If the answer is yes, do you plan to offer your program or partnership through through TCPN Yes No

[Please see the attached Supplier Diversity Overview.](#)

(If the answer is yes, attach a statement detailing the structure of your program, along with a list of your diversity alliances and a copy of their certifications.)

- Will the products accessible through your diversity program or partnership be offered to TCPN members at the same pricing offered by your company?
Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

3. Minority and Women Business Enterprise (MWBE) and (HUB) Participation

It is the policy of some entities participating in TCPN to involve minority and women business enterprises (M/WBE), small and/or disadvantaged business enterprises, disable veterans business enterprises, historically utilized businesses (HUB) and other diversity recognized businesses in the purchase of goods and services. Respondents shall indicate below whether or not they hold certification in any of the classified areas and include proof of such certification with their response.

a. Minority Women Business Enterprise

Respondent certifies that this firm is an MWBE Yes No

List certifying agency: _____

b. Small Business Enterprise (SBE) or Disadvantaged Business Enterprise (DBE)

Respondent certifies that this firm is a SBE or DBE Yes No

List certifying agency: _____

c. Disabled Veterans Business Enterprise (DVBE)

Respondent certifies that this firm is a DVBE Yes No

List certifying agency: _____

d. Historically Underutilized Businesses (HUB)

Respondent certifies that this firm is a HUB Yes No

List certifying agency: _____

e. Historically Underutilized Business Zone Enterprise (HUBZone)

Respondent certifies that this firm is a HUBZone Yes No

List certifying agency: _____

f. Other

Respondent certifies that this firm is a recognized diversity certificate holder Yes No

List certifying agency: _____

4. Residency

Responding Company's principal place of business is in the city of Winona State of MN.

5. Felony Conviction Notice

Please check applicable box:

- A publicly held corporation; therefore, this reporting requirement is not applicable.
- Is not owned or operated by anyone who has been convicted of a felony.

- Is owned or operated by the following individual(s) who has/have been convicted of a felony.

*If the third box is checked a detailed explanation of the names and convictions must be attached.

6. Processing Information

Company contact for:

Contract Management

Contact Person: Zach Wise
 Title: TCPN Contract Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7206 Fax: _____
 Email: zwise@fastenal.com

Billing & Reporting/Accounts Payable

Contact Person: Monica Nelton
 Title: Sales Development Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7633 Fax: (507) 453-7145
 Email: mnelson@fastenal.com

Marketing

Contact Person: Zach Wise
 Title: TCPN Contract Manager
 Company: Fastenal Company
 Address: 4730 Service Drive
 City: Winona State: MN Zip: 55987
 Phone: (507) 313-7206 Fax: _____
 Email: zwise@fastenal.com

7. Distribution Channel: Which best describes your company's position in the distribution channel:

- Manufacturer direct Certified education/government reseller
 Authorized distributor Manufacturer marketing through reseller
 Value-added reseller Other _____

8. Pricing Information

- In addition to the current typical unit pricing furnished herein, the Vendor agrees to offer all future product introductions at prices that are proportionate to Contract Pricing.
Yes No

(If answer is no, attach a statement detailing how pricing for participants would be calculated.)

- Pricing submitted includes the required administrative fee. Yes No
(Fee calculated based on invoice price to customer)
- Additional discounts for purchase of a guaranteed quantity? Yes No

9. Cooperatives

List any other cooperative or state contracts currently held or in the process of securing

Cooperative/State Agency	Discount Offered	Expires	Annual Sales Volume
Due to confidentiality we do not disclose customer specific			
information to any other party. This same confidentiality will,			
of course, be extended to Region 4 ESC and all participating			
agencies.			

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Supply Chain Diversity

Recognizing that many of our customers have supplier diversity requirements and initiatives, Fastenal is committed to not only promoting diversity within our company, but also across our supply chain. To that end, we've developed a three-pronged approach to supply chain diversity that includes supplier diversity, vendor diversity and a 1st tier authorized reseller program.

Supplier Diversity

Our small business liaison officer makes sure that Fastenal isn't just "talking the talk" but also "walking the walk" when it comes to diversity and inclusion. Enriching our supply chain diversity not only helps our customers fulfill their diversity spend initiatives, it also gives our company a competitive edge and encourages our supply base to look for ways to support diverse business enterprises.



Vendor Diversity

Fastenal's Supplier Diversity team works to maximize procurement opportunities for minority-owned and woman-owned business enterprises. To that end, we're committed to building relationships with, and purchasing goods and services from, MBE/WBE to the maximum extent possible while meeting our standards for quality and reliability. Fastenal's diversity supplier base currently includes more than 200 minority- and woman-owned suppliers. Fastenal purchases from these diversity suppliers in 2009 totaled more than \$42 million, and the number of small businesses that Fastenal purchased from exceeded 1,500. To further support Fastenal's 2nd tier product offering, a supply chain diversity educational brochure and supplier directory were published in 2008 featuring small, woman-owned, minority-owned, HUBZone, veteran and service-disabled veteran-owned businesses. Contact suppliert@fastenal.com for more information.

1st Tier Authorized Reseller Program

Fastenal's Supply Chain Diversity program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal's products and services. Fastenal's 1st tier program features strategic partners with a wide range of manufacturing, distribution and service capabilities as well as a full complement of supplier diversity certifications, including:

- Small Business (SB)
- Small Disadvantaged Business (SDB)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Woman Business Enterprise (WBE)
- Veteran and Service Disabled Veteran owned business (SDVSB)
- HUB Zone business (HUB)

The full line of Fastenal's fasteners and industrial supplies are available for purchase through our authorized resellers. Some resellers are stocking distributors; others are service providers with agreements for Fastenal to provide logistics and distribution services in support of their customers' requirements. All authorized resellers are the vendor of record – responsible for contract negotiations, pricing, invoicing and accounts receivable management.



Appendix F:
COMPANY PROFILE

Please provide the following:

1. Company’s official registered name.
Fastenal Company

2. Brief history of your company, including the year it was established.
The Fastenal story began in November 1967 when Bob Kierlin opened the first Fastenal store, a 1,000-square-foot shop in his hometown of Winona, MN. It was a humble beginning, but the company eventually found its niche as a supplier that earns opportunities by exceeding customers’ expectations for service – an approach later summed up with four words: *Growth Through Customer Service*. Guided by this motto, Fastenal grew from a small-town store, to an up-and-coming regional business, to a successful public firm, to North America’s largest fastener company, to the world’s most efficient distributor of OEM, MRO, and construction supplies.

3. Company’s Dun & Bradstreet (D&B) number.
04 265 3634

4. Corporate office location.
2001 Theurer Blvd.
Winona, MN 55987

5. List the total number of sales persons employed by your organization within the United States, broken down by market.
Fastenal currently employs 18,640 people. Of this count, 11,221 are employed in sales roles in the United States.

Sales Category	Count
Stores <i>General Managers, Account Specialists, Outside Sales, Sales Support</i>	10,539
Sales Management <i>Regional Vice President, District Manager</i>	277
Industry Specialists <i>Aerospace, Construction, eCommerce, Manufacturing, Metalworking, Oil & Gas, Safety, Vending</i>	226
Government Sales	55
National Accounts	124



6. List the number and location of sales offices and distribution centers for all states being offered in solicitation. Additionally, list the names of key contacts at each location with title, address, phone and e-mail address.

Fastenal Company currently operates 2,354 stores and 11 regional distribution centers in the United States. Please see the attached list of locations which includes full addresses and key contacts with contact information.

7. Provide the number of retail stores/storefront locations that your organization has, broken down by State.

Fastenal operates 2,354 stores in the United States and its territories. Please see the attached Fastenal Company US Stores List for a breakdown of locations.

State	Count	State	Count	State	Count	State	Count
AK	7	IL	86	ND	13	TN	59
AL	51	IN	86	NE	24	TX	176
AR	32	KS	36	NH	16	UT	24
AZ	19	KY	55	NJ	35	VA	54
CA	171	LA	45	NM	11	VT	10
CO	47	MA	36	NV	11	WA	62
CT	20	MD	35	NY	76	WI	77
DC	1	ME	15	OH	117	WV	16
DE	8	MI	73	OK	46	WY	14
FL	99	MN	72	OR	44	GU	1
GA	72	MO	60	PA	92	PR	7
HI	7	MS	35	RI	4		
IA	41	MT	11	SC	36		
ID	15	NC	80	SD	14		

8. Describe how your organization will ensure agencies receive the Region 4 ESC contract pricing in retail stores/storefront locations.

In order for agencies to utilize the contract, they will be required to fill out a participation form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal’s Contract Management system to ensure compliance.

9. Detail any rebates, custom core lists, or other incentive offers, that will be extended through the contract.

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10. Please provide contact information for the person(s) who will be responsible for the following areas, including resumes:



a. Sales

Zach Wise

TCPN Contract Manager

1-507-313-7206

zwise@fastenal.com

Zach has worked for Fastenal for 9 years. He covers the entire United States and is responsible for the training, marketing, and growing of the contract.

Ryan Ash

Government Sales Director – West

1-760-761-0004

rash@fastenal.com

Ryan has worked at Fastenal for 15 years. His territory covers 23 states in the west and Midwest portion of the United States. Ryan oversees 19 government specialists.

Aaron Leyendecker

Government Sales Director – South

1-501-244-0844

aaleyend@fastenal.com

Aaron has worked for Fastenal for 14 years. His territory covers 11 states in the southeastern portion of the United States. Aaron oversees 12 government specialists.

Bill Franssen

Government Sales Director – East

1-757-342-6123

wfransse@fastenal.com

Bill has worked for Fastenal for 13 years. His territory covers 16 states in the northeast portion of the United States. Bill oversees 9 government specialists.

Government State Specialist

(Please see the attached Fastenal Gov Team for details)

b. Sales Support

Zach Wise

TCPN Contract Manager

1-507-313-7206

zwise@fastenal.com

c. Marketing

Zach Wise

TCPN Contract Manager
1-507-313-7206
zwise@fastenal.com

Sally Olson
Marketing Campaign Manager
1-507-313-7137
saolson@fastenal.com

Sally has worked at Fastenal for 11 years. Sally oversees all of Fastenal's marketing campaigns such as direct mail, e-mail marketing, promotional pieces, tradeshow, and social media.

d. Financial Reporting

Monica Nelton
Sales Development Manager
1-507-313-7633
govcoordinators@fastenal.com

Monica has worked at Fastenal for 2 years. Monica oversees the government coordinator team and is responsible for account maintenance and reporting.

e. Executive Support

Kevin Fitzgerald
Director of Sales
1-507-453-8565
kfitzger@fastenal.com

Kevin has worked at Fastenal for 15 years. Kevin manages all government and related industry business for the entire United States.

11. Define your standard terms of payment.

Fastenal's standard payment terms are Net 30.

12. Who is your competition in the marketplace?

Fastenal's primary national competitors are Grainger, HD-Supply/Home Depot, and MSC. We also have several regional competitors.

13. Overall annual sales for last three (3) years; 2011, 2012, 2013.

2011: \$2,766,859,000
2012: \$3,133,577,000
2013: \$3,326,106,000

14. Has your company done anything that is transformative or innovative to the industry? If yes, please describe.

Fastenal Company is continually working to adapt to the needs of our customers. Innovation is one of our four core company values (along with ambition, integrity, and teamwork) and we are always on the lookout for opportunities to bring ideas, modifications, and improvements to our business. We can tailor our solutions to meet the needs of our customers and are open to adopting new methods as they appear.

Fastenal has built the company from humble beginnings 40+ years ago through a motto of Growth Through Customer Service and a hunger to identify new products and services that add value to existing customer relationships. This hunger for more opportunities to serve customers is what drove the company to open more than 2,300 locations in the United States and expand the product offering from fasteners to a full line of industrial supplies, resulting in Fastenal becoming the fastest growing industrial supply distributor in the nation.

Through our 2,300+ local stores, Fastenal manages more inventory supply systems than any other industrial and construction supplier in the nation. The foundation of our flexible programs is local service – understanding our customers’ requirements and usage patterns, keeping product stocked at the local store to anticipate their needs, and continually providing just the right amount of inventory, when, where, and how it’s needed. We offer a variety of VMI options from dock-to-dock to an in-plant operation, and technical solutions from FAST Crib crib management software to industrial vending machines.

With more than 38,000 machines installed at customer sites, Fastenal is far and away the largest industrial vending company in the world. Our industrial vending solutions provide point-of-use access to supplies while generating detailed usage reporting to drive consumption reduction. The machines are provided, installed, maintained, and replenished by local Fastenal personnel. There are no long-term commitments or capital expenses, only a low annual software hosting fee and a minimum monthly spend requirement.

15. Overall public sector sales, excluding Federal Government, for last three (3) years; 2011, 2012, 2013.

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16. What is your strategy to increase market share?

Our goal is to become the best industrial distributor in each market that we serve. We are working to achieve this by:

- Opening new stores, domestically and internationally
- Continuing to expand the products and services offered to our customers
- Developing innovative sales and marketing approaches

With the addition of new product offerings and more efficient ways for the customer to receive their product, we believe we are positioned to become the best industrial and construction distributor in each market we serve.

With regards to our government customer base, we have expanded, and continue to expand on all products offering with a focus in plumbing, electrical and HVAC to address

the demands of facilities maintenance managers within state agencies, municipalities and educational facilities. The continuous improvement of our e-commerce platforms are another focal point of our strategy to grow in the government segment. With regards to MRO supplies, Government customers are looking for more than a catalog and a 1-800 number or a big box retail chain.

17. What differentiates your company from competitors?

At the heart of what differentiates our company from the competition is the concept of a “strategic” versus a “transactional” supplier. There are some very good transactional suppliers out there, but their business models are narrowly focused on the efficiencies of transactions – the number of standard products available, the number of purchase orders filled, the number of days from order to delivery, etc. By nature it’s a reactive model: The order comes in, it’s processed in a remote warehouse, and shipped via a third-party carrier. The good news is that the box arrives within 24 to 48 hours. The bad news is that very little value is delivered along with it.

As a strategic supplier, Fastenal takes a very different approach to drive a deeper level of value. A key concept is total cost of ownership, or TCO. This is particularly important in the MRO arena, where piece price typically represents less than 50% of the total costs associated with low-dollar, high-use supplies. While we strive to be competitive on price, what truly sets us apart is our ability to economize the many indirect costs associated with acquiring, owning and managing MRO inventory, in many cases by assuming these burdens and costs ourselves – something we’re willing to do in order to earn loyalty and future opportunities.

The key to this TCO value proposition is our local presence. With more than 2,300 U.S. branches – far more than any other industrial supplier – we’re located within 20 miles of nearly 100% of our current and potential customer locations in North America. Because we are where you are, we’re able to stock tailored inventory minutes away, actively manage the flow of planned purchases, and immediately respond to any emergency needs, driving down indirect costs every step of the way. On a more fundamental level, having a dedicated local store for every customer location sets the stage for an environment in which nearly all purchases become planned purchases.

Every Fastenal store carries a broad core inventory to meet common customer needs across a range of industries, but this is just a starting point. As information is shared and usage patterns emerge, each servicing branch will adapt its inventory model to mirror and anticipate your local demand. Within a matter of months, nearly all of your product needs are stocked in close proximity to your facilities, dramatically reducing inventory carrying costs, stock outages, and costly rush orders. In short, while other suppliers are built to react with 24 to 48 hour lead times, our system is designed to analyze, anticipate, and provide today’s needs today.

18. Describe the capabilities and functionality of your firm’s on-line catalog/ordering website.

Fastenal.com features nearly 400,000 products presented online for browsing and purchasing. A powerful search engine which includes attributes and standard fastener terminology has been developed for more accurate search results. Users can register to see their Custom Pricing as well as view the inventory in their closest Fastenal store. This fully transaction website allows for product search, traceability, and order submittal for on-line shopping convenience. Orders may be picked up at the local store or delivered directly to the user by one of our Fastenal Customer Service Representatives from the local store.

19. Describe your company's level of expertise with web-based procurement providers such as ESM, SciQuest, Lawson, Oracle, SAP, Peoplesoft, and all others your company has successfully interfaced with a public agency.

Fastenal has vast integration experience with a number of 3rd party web-based procurement providers, including ESM, SciQuest, Oracle, SAP, Peoplesoft, and many more. With over 15 years of experience with B2B integration, Fastenal has a dedicated eCommerce team to implement such integrations.

20. Does your company have a "Lead Point of Contact" for e-commerce integration issues? If yes, please provide detail contact information.

Fastenal has a dedicated team for eCommerce integrations. Each project is assigned an eCommerce Sales Specialist and a Technical Business Analyst. Both of these individuals would be key points of contact for any integration issues.

21. Describe your company's ongoing quality control processes to ensure qualified in-house personnel and subcontractors.

Fastenal has a highly trained, ethical work force thanks to our comprehensive corporate university, the Fastenal School of Business. With 14 campus locations, extensive field training, and a dynamic online training portal, FSB provides career-long opportunities for professional education and development, enabling our sales and support personnel to continually improve their product knowledge and service skills. Specialized institutes focus on store operations, leadership, sales, marketing, product education, operations, and support.

Fastenal does not typically utilize subcontractors. However, we have in place a documented and implemented supplier approval program with scheduled on-site audits on a three-year cycle. Our policy is that we buy standard product only from approved suppliers.

22. Describe your company's ability to create and maintain a dedicated TCPN page on your company's website, as well as any other capabilities your company may have of promoting the contract online.

Fastenal has an established "Landing Page" on fastenal.com that references our agreement with TCPN and shows users the product categories under the contract, how to become a TCPN member, links to the TCPN.org website, how to register their account with TCPN pricing, how to contact their local Fastenal store or government sales manager. This landing page is controlled and updated by Fastenal on a regular basis.

FASTENAL Sales, Rebates & Catalogs Services Resources About Us Careers Help

Products Browse Keyword, Part Number or X-Ref My Account Sign In or Register My Store Find a Store My Cart Items(0)

Home > Sales & Industry Solutions > Government & Related Industries > State & Local Contracts & Cooperatives > Cooperatives > TCPN

TCPN

Fastenal: Facilities Maintenance & Construction Supplies

Contract #R4952 – MRO Equipment, Supplies & Related Items/Services

Fastenal and The Cooperative Purchasing Network (TCPN) make cooperative purchasing simple. Use Contract #R4952 for MRO Equipment, Supplies, and related Items/Services. Fastenal is ready to serve TCPN members with quality Maintenance, Repair & Operation (MRO) supplies and services. Our offering spans 18 product categories available at more than 2,600 retail stores nationwide. In addition to retail stores, TCPN customers can shop online at www.fastenal.com.

Additional Information

- FAST Solutions Agreement

About TCPN

TCPN is a national governmental purchasing cooperative, established in 1997 whose contracts have been competitively bid and awarded, by a governmental entity serving in the lead agency role, to national vendors for commonly purchased products and services, including facilities, furniture, office supplies and equipment, security systems and technology. Entities that must comply with purchasing procedures mandated by state laws and regulations, like public and private schools, colleges and universities, cities, counties, nonprofits, and all governmental entities, use TCPN contracts to increase their efficiency and economy when procuring goods and services. As a national purchasing cooperative, TCPN leverages one of the largest pools of purchasing potential and allows agencies to receive a combined buying power regardless of the entity's size. For more information about TCPN, please visit www.tcpn.org.

Fastenal Quick Facts

- More than 2,600 retail stores
- 24-hour emergency service
- Local service and delivery
- Flexible purchasing options: walk-in, phone, fax, or e-commerce
- Contract pricing on all product categories
- Just-in-time ordering and fast fulfillment delivery
- Solutions based vendor managed inventory programs
- FAST Solutions – Simple, Affordable Industrial Vending

TCPN Members Receive Discounts On...

- HVAC
- Lighting
- Material Handling Repairs
- Motors and Accessories
- Fasteners
- Outdoor Garden Supplies and Equipment
- Air Filters
- Cleaning
- Security
- Electrical Repairs and Equipment
- Batteries and Flashlights
- Paint and Accessories

23. Describe your company's ability to maintain a vendor page on TCPN's website including always up-to-date contact information and promotional materials. Fastenal regularly communicates with TCPN representatives regarding changes to contact information and continuously shares marketing materials promoting the Fastenal-TCPN agreement. Fastenal and TCPN hold monthly meetings to update each other on business trends and marketing efforts. This effective communication is key to keeping the Fastenal vendor page on TCPN up to date and relevant.



- 24. Describe your company's Customer Service Department (hours of operation, number of service centers, etc.).
Fastenal currently operates 2,354 stores in the United States. Standard store operating hours are 7:00am to 5:00pm, Monday through Friday. Emergency contact information can be provided to reach local Fastenal representatives outside of standard store hours.
- 25. Provide information regarding whether your firm, either presently or in the past, has been involved in any litigation, bankruptcy, or reorganization.
Fastenal has not been involved in bankruptcy or reorganization. Please see the attached Litigation Disclosure.

Marketing / Sales

- 26. Detail how your organization plans to market this contract within the first ninety (90) days of the award date. This should include, but not be limited to:
 - a. A co-branded press release within first 30 days
 - b. Announcement of award through any applicable social media sites
 - c. Direct mail campaigns

- d. Co-branded collateral pieces
- e. Advertisement of contract in regional or national publications
- f. Participation in trade shows
- g. Dedicated TCPN and Region 4 ESC internet web-based homepage with:
 - i. TCPN and Region 4 ESC Logo
 - ii. Link to TCPN and Region 4 ESC website
 - iii. Summary of contract and services offered
 - iv. Due Diligence Documents including; copy of solicitation, copy of contract and any amendments, marketing materials

Please see the attached [Fastenal Implementation Plan](#).

27. Describe how your company will demonstrate the benefits of this contract to eligible entities if awarded.

Fastenal has a proven track record of adding eligible agencies to TCPN. Fastenal will use its extensive local sales force to meet face to face with eligible agencies. Fastenal's sales force has been trained to show their customers how using the TCPN cooperative agreement saves the customer time and money versus the customer drafting and managing their own RFP. Fastenal's government RFP team uses a TCPN cover letter to respond to eligible agencies' requests for bids.

Fastenal will also demonstrate the benefits of the TCPN contract via co-branded direct mail campaigns, e-mail marketing, and marketing pieces explaining the benefits of cooperative purchasing and how eligible agencies can become a member of TCPN.

28. Explain how your company plans to market this agreement to existing government customers.

Fastenal will market our TCPN agreement to existing customers via a co-branded direct mail campaign, email marketing, advertising the TCPN award on Fastenal's company website, and using our extensive local sales force to meet face to face with existing customers. Fastenal will have marketing pieces developed explaining the benefits of cooperate purchasing and how eligible agencies can become members of TCPN. Fastenal will team up its government sales team with the corresponding TCPN program manager to identify growth opportunities and work together to expand the MRO sales.

29. Provide a detailed ninety (90) day plan describing how the contract will be implemented within your firm.

Please see the attached [Fastenal Implementation Plan](#).

30. Describe how you intend on train your national sales force on the Region 4 ESC agreement.

- Immediate announcement from Fastenal leadership on the award of the TCPN contract via video posted on our internal website.
- Fastenal's government sales team will arrange regional meetings with our Regional Vice Presidents, District Managers, Branch Managers, and outside sales teams. These regional meetings will include:

- Training on the new TCPN agreement, contract terms, discount structure, implementation timelines, category discounts, core items, etc.
- Training on promoting TCPN to eligible agencies and how they can become TCPN members
- TCPN customer specific implementation plans targeting the largest opportunities
- Representatives from TCPN should be involved at these meetings.
- Update the internal landing page on our intranet site, where Fastenal representatives will be directed to access contract specific information

31. Acknowledge that your organization agrees to provide its company logo(s) to Region 4 ESC and agrees to provide permission for reproduction of such logo in marketing communications and promotions.

Fastenal will provide its company logo to Region 4 ESC with permission to reproduce the logo for marketing and promotions.

32. Provide the revenue that your organization anticipates each year for the first three (3) years of this agreement.

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Administration

33. Describe your company's implementation and success with existing cooperative purchasing programs, if any, and provide the cooperative's name(s), contact person(s) and contact information as reference(s).

Fastenal is very selective with whom they choose to partner with when it comes to national cooperative purchasing programs. The only two national cooperatives Fastenal is partnered with are TCPN and WSCA-NASPO.

Fastenal was awarded the WSCA-NASPO contract in 2011 and has grown that award into 33 statewide contracts. Fastenal's government sales team held regional meetings with our Regional Vice-Presidents, District Managers, General Managers, and outside sales teams to train them on the WSCA agreement, terms, pricing and target customers. Fastenal created landing pages for each state under the WSCA contract and launched a marketing campaign to support our award.

Fastenal was awarded the TCPN contract in 2010 and launched an extensive co-branded marketing campaign aimed at educating the thousands of Fastenal sales people of the benefits of TCPN. Fastenal created a co-branded marketing piece featuring Carl Edwards to promote its TCPN contract. Fastenal added over 7,000 customers from all 50 states to its TCPN contract and have grown sales by 30% or more every year.

Fastenal's government sales team held regional meetings with our Regional Vice-Presidents, District Managers, General Managers, and outside sales teams to train them on the TCPN agreement, terms, pricing and target customers. Fastenal created a landing page for the TCPN agreement and advertised our award on the home page of

Fastenal.com.

Fastenal also created a TCPN contract manager position to oversee the growth, training and promotion of the TCPN agreement.

34. If awarded, please describe your plan to differentiate the TCPN contract from other State, Local and National Cooperatives.

Fastenal is very selective with whom it chooses to partner when it comes to national cooperative purchasing programs. The only two national cooperatives Fastenal is partnered with are TCPN and WSCA-NASPO. Fastenal is not challenged with differentiating between other local national cooperatives.

Fastenal will promote its TCPN contract as the primary contract vehicle for government political subdivisions including, but not limited to:

- City
- County
- K12
- Higher Ed
- Non Profits
- Eligible Healthcare

Fastenal has a dedicated TCPN contract manager who oversees the growth, promotion, and training of the TCPN agreement. Fastenal's TCPN "Core Item" product mix is designed specifically for government political subdivisions. Fastenal will negotiate with eligible agencies a "Custom Core Basket" to meet the specific high volume needs of the customer. The TCPN agreement allows Fastenal to market all of our major product categories without significant restrictions.

Fastenal will hold monthly meetings between government sales leadership and key TCPN leadership. Fastenal's team of government sales specialists will work regularly with the TCPN program managers on large opportunities to grow the TCPN contract. Fastenal will participate in regional tradeshows organized by TCPN and promote our TCPN agreement at national tradeshows.

35. Describe the capacity of your company to report monthly sales through this agreement. Fastenal does have the ability to provide monthly sales reports.

36. Describe the capacity of your company to provide management reports, i.e. consolidated billing by location, time and attendance reports, etc. for each eligible agency.

As a contract customer you can choose to receive our Executive Report Summary which includes:

- Total Spend
- Spend by Concept
- Spend by Division
- Accounts Receivable

- Spend by Account
- Cost Savings
- Inactive Accounts
- Spend by Account Specialty

Any non-standard reporting requests would be negotiated between Fastenal and the individual agency. The individual agency can request reporting through their local store, local government sales rep, or by emailing govtcpn@fastenal.com.

37. Do you have a policy or policies requiring compliance with all federal, state, international and applicable local laws? Please attach or provide a link:

Please see the attached [Fastenal Policies](#).

38. Do you have a compliance department? If so, please list the standards this department monitors compliance with (e.g. applicable federal and state laws, internal policy, ISO processes, GSA regulations, etc.).

Compliance to various standards is monitored through a variety of departments.

- Legal: federal and state laws; internal policy
- Quality: ISO processes; internal policies & procedures
- Product Compliance: federal and state laws; conflict minerals; REACH & RoHS
- Contract Compliance: compliance to contract terms for customers

39. Within the past 5 years, has your organization been made aware of any investigations involving your organization for violation(s) of a law or laws, the legally authorized penalties for which exceeded \$500,000?

If yes, please list all such investigations and their outcomes:

Yes. Please see the attached [Litigation Disclosure](#).

40. Please provide any suggested improvements and alternatives for doing business with your company that will make this arrangement more cost effective for your company and Participating Public Agencies.

Fastenal's service-oriented distribution network is designed to drive total cost savings for our customers. We have a variety of cost savings drivers including:

- VMI/Vending: Servicing stores will stock product locally and keep just the right amount flowing to the point of use, eliminating costs associated with stock-outs, rush orders, and excess inventory. Our industrial vending solutions have the added benefit of reducing product consumption, typically by 25-35%.
- Reduced Freight Costs: Our company-owned transportation fleet (6,000+ vehicles in all) enables us to move product efficiently and economize freight expenditures for our strategic customers.
- E-Business Solutions: We offer a range of solutions to minimize paperwork, processing time, and administrative costs.

- **Dedicated Local Service:** Each customer location is serviced by a dedicated local store team that can tailor its inventory and service to support the customers' business goals.
- **DMAIC Process Mappings:** Fastenal Lean specialists can work our customers to map the movement of product through their current system and identify areas where costs can be reduced or eliminated. Based on the information gathered, a gap analysis is presented along with a business plan to achieve a specific cost savings goal. Implemented solutions include Kanban, just in time (JIT), 6S, industrial vending, point-of-use delivery stations, and other Lean Six Sigma concepts.

Green Initiatives

We are committed to helping to build a cleaner future! As our business grows, we want to make sure we minimize our impact on the Earth's climate. So we are taking every step we can to implement innovative and responsible environmental practices throughout Region 4 ESC to reduce our carbon footprint, reduce waste, promote energy conservation, ensure efficient computing, and much more. We would like vendors to partner with us in this enterprise. To that effort, we ask respondents to provide their companies environmental policy and/or green initiative.

41. Please provide your company's environmental policy and/or green initiative.

Please see the attached [Fastenal Green Statement](#).

42. How do you ensure and measure the success of your sustainability policy and initiatives?

Fastenal strives to operate its business as efficiently as possible with responsible resource use at the heart of that practice. Please see the attached [Green Statement](#) for examples of what Fastenal does to minimize environmental impact. There are no formal measures in place today, but we are always trying to improve our processes. Fastenal also offers thousands of environmentally preferred products in the categories of Energy Conservation, Green Cleaning & Maintenance, Waste Reduction, and Water Conservation to help our customers reach their environmental goals. As a means to further reduce waste, Fastenal offers recycling programs for lamps, ballasts, and batteries. All of these purchases can be reported on regularly to support ongoing initiatives and help measure progress. Please email gogreen@fastenal.com if you have any questions and be sure to visit our [Green Resources](#) page for more information.

Diversity Initiatives

43. Please describe any diversity programs and/or partnerships that your company has currently implemented.

At Fastenal we recognize the many opportunities small and diverse businesses provide as our suppliers, vendors, and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among large corporations, prime contractors,

city/state/local government, federal government, and many other organizations. Understanding this demand helps us provide opportunities to small and diverse businesses in both the United States and Canada.

2nd Tier Program

We are committed to building relationships with, and purchasing goods and services from, qualified small and diverse businesses to the maximum extent possible while meeting our standards for quality and reliability. This program is not limited to just Woman-Owned and Minority-Owned Business Enterprises; we also support and offer products supplied by Small Businesses, Small Disadvantaged Businesses, Veteran-Owned and Service Disabled Veteran-Owned Businesses, and HUBZone certified businesses. No matter the request or certification criteria, Fastenal’s Supplier Diversity team can help.

1st Tier Authorized Reseller Program

Certain projects, contracts, and companies have a very high demand for diversity spend. Our 1st tier program establishes strategic alliances with small businesses serving as authorized channels of distribution for Fastenal’s products and services. Fastenal’s 1st tier program features strategic partners with a wide range of manufacturing, distribution, and service capabilities as well as a full complement of supplier diversity certifications, including:

- Small Business (SBE)
- Small Disadvantaged Business (SDB)
- Minority Business Enterprise (MBE)
- Disadvantaged Business Enterprise (DBE)
- Woman Business Enterprise (WBE)
- Small Veteran-Owned Business (SVOB)
- Small Disabled Veteran-Owned Business (SDVOB)
- HUB Zone Business (HUB)

44. What policies and initiatives promoting diversity within your workforce do you have?

Please attach copies of the policies or provide links:
Please see the attached Equal Employment Opportunity Policy.

45. What policies and initiatives promoting diversity within your supplier base do you have?

Please attach copies of the policies or provide links:
At Fastenal, we recognize the many opportunities small and diverse businesses provide as our suppliers, vendors, and strategic customers. Our Supplier Diversity program facilitates the demand for small business advocacy among large corporations, prime contractors, city/state/local government, federal government, and many other organizations. Understanding this demand helps us provide opportunities to small, diverse, and local businesses world-wide. With more than 2,600 stores spanning North America, we believe that doing business with companies that reflect the diverse communities in which we operate isn’t just the “right” thing to do, it also makes good business sense.

Goal

The goal of Fastenal's Supplier Diversity Program is to increase purchases with small, diverse, and local businesses by creating close, long-term relationships that strengthen our supply chain.

Policy

It is our policy to advocate for small, diverse, and local businesses. To that end, we collaborate to identify specific opportunities for our suppliers, working to match our key customers' needs with our supplier's capabilities.

Through our continuous outreach, certification compliance, qualification, and utilization efforts, we continue raising the bar for our program. We are looking to create an elite group of diversity suppliers that meet our standards for quality and have a high level of commitment.

Mission

Our mission is to grow our company by providing our customers with a superior offering of products, consumption tracking capabilities, and Reseller Consortium partners. We recognize that supplier diversity is an opportunity for Fastenal to establish a competitive advantage and improve customer satisfaction. The pursuit of the competitive edge is what drives us to continually increase the diversity of our supplier base.

Developing Relationships & Opportunities

Visit the links below to learn more about Fastenal's Supplier Diversity program.

[Tier II Vendor Diversity Program](#)

[Tier I Authorized Resellers](#)

For more information on our Supplier Diversity program, contact:

suppliercert@fastenal.com.

Vendor Certifications (if applicable)

Provide a copy of all current licenses, registrations and certifications issued by federal, state and local agencies, and any other licenses, registrations or certifications from any other governmental entity with jurisdiction, allowing respondent to perform the covered services including, but not limited to licenses, registrations or certifications. M/WBE, HUB, DVBE, small and disadvantaged business certifications and other diverse business certifications, as well as manufacturer certifications for sales and service must be included if applicable.

Fastenal's corporate functions are centered on the ISO 9001:2008 standard and we're registered at locations worldwide, including each of our distribution centers, our FASTCO operations, and our manufacturing facilities.

In addition, our quality assurance labs are A2LA accredited. The scope of our A2LA accreditation includes mechanical, chemical, dimensional, and calibration testing. Our calibration lab and primary mechanical/chemical test lab is located in Winona, MN, and first completed its A2LA accreditation in 1998. Since then we've received A2LA accreditation for

our labs in Shanghai; Taiwan; Malaysia; Wallingford, CT (HOLO-KROME); and, most recently, Modrice, Czech Republic.

We also have been ISO/TS 16949:2009 certified at our manufacturing facility in Loves Park, IL.

Please see the attached Fastenal Quality Certifications.

Products are purchased to industry standards like ASTM, ANSI, SAE, ISO, etc. Receiving inspection is based on criteria from these product standards.

Incoming products are part numbered and given a unique trace number at receiving inspection. These numbers stay with the product through receiving, shipping, disbursement, packing slip and invoicing. Fastenal has full traceability on all products sold. We stand behind our product 100%.

Fastenal is registered to do business in all 50 states.



Contract Participation Form

In order to receive the pricing and benefits of the contract, a member or eligible entity is required to complete the Contract Participation Form below. Submission of this form is an acknowledgement of the intent to purchase from this contract and that all orders placed under the Fastenal account numbers listed with the form (or added later) are in accordance with the terms and conditions of this contract. If you do not have an account number with Fastenal Company (or do not know your account number) a Fastenal representative will contact you. A Fastenal account can only have one (1) Fastenal contract administered to it. Please contact govtcpn@fastenal.com if you have any questions.

Contact Name	
Title	
Agency/Political Sub	
Department Name	
Email	
Phone	
Physical Address	
City	
State	
Zip Code	
Fastenal Customer Account Number(s)	
Comments	

FAX COMPLETED FORM TO: 507-494-6423

***Follow These Steps
to Sign Up with
TCPN Today!***

1. Go to www.tcpn.org
 - a. Select the "Membership" tab and answer the questions (will take about 1 min)
 - b. No obligation and it's FREE!
2. Allow 3-5 days for processing.

HOW DO YOU PREFER TO BUY?

LOCAL STORE / PERSONAL SERVICE / INVENTORY SOLUTIONS / FASTENAL.COM

Fastenal Company
Government Sales Team

EXHIBIT A

SPECIALIST	TERRITORY	EMAIL	Gov Director	Gov Director E-mail
Dan Flynn	DFW - West	dflynn@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Jenna Myhre	DFW - East	jmyhre@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
John Johnson	NM/West TX	ijohnson@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
John Simmons	Central FL	jsimmons@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Mike Fellows	MICHIGAN	ifellows@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Richard Warren	TN	riwarren@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Robbie Greer	LA	rgreer@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Stephen Coulter	Houston	scoulter@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Sydney Waddell	KY	swaddell@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
Tim Williams	AL	tiwillia@fastenal.com	Aaron Leyendecker	aaleyend@fastenal.com
ADAM WRIGHT	OHIO	awright@fastenal.com	Bill Franssen	wfransse@fastenal.com
BRYAN HOOPES	NEW YORK-West	bhoopes@fastenal.com	Bill Franssen	wfransse@fastenal.com
ERIC FANKHANEL	NEW YORK-East	efankhan@fastenal.com	Bill Franssen	wfransse@fastenal.com
JONATHAN MURRAY	NORTH CAROLINA	jomurray@fastenal.com	Bill Franssen	wfransse@fastenal.com
MARIA VERA	NEW JERSEY	mvera@fastenal.com	Bill Franssen	wfransse@fastenal.com
MATT ROLFE	SOUTH CAROLINA	mrolfe@fastenal.com	Bill Franssen	wfransse@fastenal.com
RYAN BEATTY	PENNSYLVANIA	rbeatty@fastenal.com	Bill Franssen	wfransse@fastenal.com
SEAN YAMAMOTO	MASSACHUSETTES AND RHODE ISLAND	syamamot@fastenal.com	Bill Franssen	wfransse@fastenal.com
TOM LANKFORD	MARYLAND, DELAWARE & VIRGINIA	panderso@fastenal.com	Bill Franssen	wfransse@fastenal.com
Chad Zimmermann	IOWA	chazimme@fastenal.com	Ryan Ash	rash@fastenal.com
Darrin Clayton	KANSAS	dclayton@fastenal.com	Ryan Ash	rash@fastenal.com
Dustin Parker	OREGON	dparker@fastenal.com	Ryan Ash	rash@fastenal.com
Eric Slaughter	E. MISSOURI	eslaught@fastenal.com	Ryan Ash	rash@fastenal.com
Erik McKenna	W. WASHINGTON	emckenna@fastenal.com	Ryan Ash	rash@fastenal.com
Grant Schmidt	W. MISSOURI	gschmidt@fastenal.com	Ryan Ash	rash@fastenal.com
Jacob Bruley	LOS ANGELES & ORANGE COUNTY	jbruley@fastenal.com	Ryan Ash	rash@fastenal.com
Jerry Fleming	ID, UT, MT, WY, & W. CO	jfleming@fastenal.com	Ryan Ash	rash@fastenal.com
Joe Deavours	CENTRAL VALLEY, CA	ideavour@fastenal.com	Ryan Ash	rash@fastenal.com
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Kyle Elkins	ARKANSAS	kelkins@fastenal.com	Ryan Ash	rash@fastenal.com
Larry Winum	BAY AREA & SAN JOSE, CA	lwinum@fastenal.com	Ryan Ash	rash@fastenal.com
Laura Mayville	WISCONSIN	lmayvill@fastenal.com	Ryan Ash	rash@fastenal.com
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Michael Repking	E. COLORADO & WYOMING	mrepking@fastenal.com	Ryan Ash	rash@fastenal.com
Nick Resta	HAWAII & GUAM	nresta@fastenal.com	Ryan Ash	rash@fastenal.com
Reggie Asburry	ARIZONA & LAS VEGAS	rasburry@fastenal.com	Ryan Ash	rash@fastenal.com
Shanna Zahn	MINNESOTA	shanmoor@fastenal.com	Ryan Ash	rash@fastenal.com
Todd Webster	ALASKA	rwebster@fastenal.com	Ryan Ash	rash@fastenal.com
Travis Robles	SACRAMENTO - CA RESELLERS	trobles@fastenal.com	Ryan Ash	rash@fastenal.com



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www.fastenal.com

Litigation Disclosure

On October 18, 2007, a complaint was filed in the United States District Court for the Northern District of California against Fastenal Company on behalf of two former employees claiming to represent all employees employed in the store position of Assistant General Manager in the United States within three years prior to the filing date (four years for California employees). The suit alleges Fastenal misclassified its Assistant General Managers as exempt for purposes of the overtime provisions of the Fair Labor Standards Act (FLSA) and California and Pennsylvania state statutes. This suit also alleges that Assistant General Managers in California did not receive sufficient meal breaks and paid rest periods under the California Labor Code. An opt-in class has been certified for this action.

On August 29, 2008, Fastenal Company issued a press release announcing a preliminary agreement to settle the class action lawsuit noted above. While the Company denies the allegations underlying the lawsuit, it has agreed to enter into the settlement agreement in order to avoid significant legal fees, the uncertainty of a jury trial, distractions to Fastenal's operations, and other expenses and management time that would have to be devoted to protracted litigation. The settlement, which is still subject to court approval, fully resolves all claims brought by the plaintiffs in this lawsuit. Pursuant to the settlement, Fastenal will make a cash payment of \$10 million to cover claims by eligible class members, plaintiff attorneys' fees and costs, and payments to the named plaintiffs. The expense for this settlement was recorded in the quarter ended September 30, 2008. The company does not expect the settlement to have any material impact on its operating results going forward.

In July 2010, we received a letter from the Civil Division of the Department of Justice (the 'DOJ') advising that they intended to be ready to commence litigation against us regarding a contract we entered into with the United States General Services Administration (the 'GSA') in 2000. We discontinued the GSA contract in 2005. The letter is related to an audit conducted by the GSA Office of Inspector General (the 'OIG') in 2005-06 that suggested we had not complied with certain pricing and product requirement provisions, and had potentially overcharged government customers under the contract. We have communicated our disagreement with the audit report, and have participated in several meetings and discussions with the OIG and DOJ on these disputed issues during the past several years. A subpoena dated March 25, 2010 was sent to us from the DOJ seeking information about the Company's position concerning our compliance under the contract, and we provided responsive information to the DOJ in May 2010. Discussions between the DOJ and Fastenal relating to our compliance with the pricing and product requirement provisions under the contract are ongoing. As of June 30, 2010, the DOJ had offered to resolve this matter for a payment by us of \$9.5 million and we had offered \$750,000, which amount we had accrued. During the third quarter of 2010 we continued our discussions with the DOJ. The DOJ has currently offered to resolve this matter for \$8.5 million and we have offered \$2,750,000, which amount we have accrued as of September 30, 2010. Fastenal Company signed a settlement agreement on January 13, 2011. This agreement settles the dispute disclosed in our quarterly report on Form 10-Q for the quarter ended September 30, 2010. Under the terms of the agreement, we will make an immediate one-time payment of \$6.25 million. As indicated above, we continue to believe that we complied with our obligation under the GSA contract in all material respects. However, we felt a continuation of our dispute with the DOJ and GSA was not the best use of our resources.

In early February 2010, we received a letter from a California fastener supplier dated January 26, 2010. This letter threatened to sue us for our alleged violation of an exclusive distribution arrangement this supplier believes exists between our organizations. In addition, this supplier provided a press release and a video regarding the claim that they threatened to make public unless we agreed to mediation of the claim. Shortly after receipt of this letter, we performed a preliminary internal review to understand (1) who this supplier was and (2) the nature of our relationship with this supplier. Based on that review, we determined that this supplier manufactures a niche type of fastener and that the total volume of purchases by us, from all suppliers, over the purported term of the alleged

exclusivity arrangement of this niche type of fastener does not exceed \$1 million. Following completion of our preliminary internal review, we requested additional information and documentation from the supplier. The supplier's response failed to provide the requested information and documentation. By letter dated February 26, 2010, we quantified for the supplier our total volume of purchases as discussed above and informed the supplier that we believed their claim was grossly exaggerated and completely unsupported. We have not received any direct response to our February 26 letter. On May 3, 2010, this supplier filed suit in Arkansas alleging damages. In response, we filed a motion to dismiss. This motion to dismiss was denied on August 16, 2010. We subsequently filed two motions for summary judgment. The first summary judgment motion was partially denied.

On August 24, 2011, the court issued an order granting Fastenal's second motion for summary judgment in its entirety. On December 16, 2011, the court issued an order granting, in part, Fastenal's request to recover on its Bill of Costs and Petition for Attorney's Fees from B&B Hardware, which order B&B Hardware appealed on January 9, 2012. On August 21, 2012, the appeals court issued a ruling affirming the August 24, 2011 and December 16, 2011 orders. The appeals court filed a Mandate order on September 13, 2012 to effectively conclude these proceedings. While we are not required to disclose this matter under the rules of the Securities and Exchange Commission, we initially disclosed the existence of this threat in February 2010 (in our 2009 annual report on Form 10-K) as we believed that disclosure was prudent due to the alleged amount (\$180 million) of the claim and the threat to make these allegations public.

In addition to the forgoing legal actions, Fastenal Company from time to time may be involved in various legal actions or proceeding that may involve products, employees, property, debtor or creditor issues, bankruptcy, contracts and related operational issues of the Company and certain investigative inquiries or audits by local, state or federal authorities; however, these actions or activities are not viewed as having a material impact on the Company's operations or its financial condition.

Fastenal Implementation Plan

Fastenal's implementation plan will roll out on two fronts. First, Fastenal will train its sales force so it has the tools and knowledge they need to help purchasing entities effectively utilize Fastenal and this agreement. This will be a continuous improvement plan ensuring that TCPN customers receive the highest level of customer service. Secondly, Fastenal's implementation plan will be dedicated to promote awareness and benefits to eligible public agencies.

Day 1-10

Fastenal will go to work immediately after the new contract has been awarded:

- Immediate announcement from Fastenal leadership on the award of the TCPN contract via video posted on our internal website
- Announce our TCPN award via Fastenal's social media sites (Twitter, Facebook etc.)
- Announce our TCPN award via Fastenal's website www.fastenal.com with a banner on the homepage
- Update the internal landing page on our intranet site, where Fastenal sales representatives will be directed to access contract specific information
- Update the external landing page on Fastenal.com dedicated to TCPN to show the following:
 - TCPN and Region 4 ESC logo
 - Link to TCPN and Region 4 ESC websites
 - Instructions on how to become a TCPN member
 - Summary of contract and services offered
 - Links to the contract documents and marketing materials

Day 10-30

- Send out a co-branded press release via direct mail to TCPN customers and prospects
- Send out a co-branded press release via e-mail to TCPN customers and prospects
- Start to develop specific co-branded marketing materials for the new TCPN agreement
- Fastenal's government sales team will arrange regional meetings with our Regional Vice Presidents, District Managers, Branch Managers and outside sales teams. These regional meetings will include:
 - Training on the new TCPN agreement, contract terms, discount structure, implementation timelines, etc.
 - Training on promoting TCPN to eligible agencies and how they can become TCPN members
 - TCPN customer specific implementation plans targeting the largest opportunities
 - Representatives from TCPN should be involved at these meetings

- Hold implementation meeting with TCPN representatives to identify and review key objectives
- Attend or make plans to attend national and regional tradeshows to promote our TCPN contract

Day 30-60

- Implementation workshop with our Regional Vice Presidents, District Managers, Branch Managers and outside sales teams that will go over all contract details including, but not limited to:
 - Contract Terms
 - Category Discounts
 - Core List Items
 - Target Agencies
 - Contract Benefits
- Hold implementation meeting with TCPN representatives to identify and review key objectives.

Day 60-90

- Key Fastenal employees will travel to TCPN headquarters for vendor orientation and strategy session
- Ongoing training and evaluation of workshop action items
- Ongoing review of implementation process plan with project management team and TCPN representatives
- Start the first Quarterly Business Review (QBR) under this new contract to identify issues or successes

IMPLEMENTATION TEAM

- **Zach Wise** – Fastenal TCPN Contract Manager
- **Kevin Fitzgerald** – Fastenal Director of Sales
- **Ryan Ash** – Fastenal Director of Government Sales - WEST
- **Aaron Leyendecker** - Fastenal Director of Government Sales –South
- **Bill Franssen** - Fastenal Director of Government Sales - EAST
- **Sally Olson** – Fastenal Marketing Campaign Manager

STRATEGIC MARKETING

Fastenal’s Marketing team is committed to promoting Fastenal’s products, services, solutions, and preeminent customer service to all state government departments, institutions, institutions of higher education, agencies and political subdivisions. Our team will execute a strategic marketing plan that will be rolled out in conjunction with the TCPN implementation/training program.

We will utilize our considerable internal resources to achieve success, including our in-house Marketing and Graphic Design teams, print shop, and vinyl shop.

Our go-to-market strategy is to educate our sales and support personnel, provide tools to grow our local sales representatives’ business through the Agreement, and promote the contract to our customers at every available opportunity.



MARKETING CHANNELS

Print Marketing



Our in-house Marketing, Graphic Design, and Print and Vinyl Shop teams will assist our Government Sales team and local stores in developing customized literature for our current and potential customers. Our teams work under quick turn-around times and are able to produce printed literature at a substantially lower cost than outside print vendors. We also publish barcodes on all of our printed literature, which allows us to track each piece’s distribution and sales impact down to the individual customer level. Our print marketing materials include flyers, linecards, brochures, catalogs, direct mail, advertisements, and more.

Online Marketing



Fastenal.com

Over the past year, Fastenal has focused tremendous effort and resources toward improving our site functionality, performance, and product availability. By aggressively driving customers to our site, we have doubled the amount of account registrants, increased our conversion rate by 20%, and increased site visits by more than 15% – all in less than six months. The growing

awareness of our website, both internally and externally, has created many opportunities for us to market our products, services, and solutions through targeted approaches via referral sources, searches on our website, etc.

Email Marketing

Fastenal's email marketing program has been active for over four years and currently reaches more than 280,000 active email subscribers. One thing that makes our program unique is that customers receive personalized emails from their Fastenal sales representative, improving campaign effectiveness while helping to grow customer relationships. Our email marketing program also offers detailed reporting for our Government Sales and local sales teams, which will be crucial to measuring the success of the email marketing program.

Tradeshows/Events



Fastenal is committed to attending government tradeshows when applicable. Tradeshows we have attended and will continue to participate in are:

- NIGP
- Various Participating State shows, as opportunities arise
- Various Green/Sustainable and Supplier Diversity shows

We also host our own annual tradeshow events, which provide an excellent venue to showcase our government capabilities to thousands of employees, suppliers and customers in Indianapolis, IN and Orlando, FL.

Equal Employment Opportunity

It is the policy of the Company to provide equal opportunity/affirmative action to all employees and applicants for employment in accordance with all applicable federal, state, or local, executive orders, regulations and laws. We will not engage in any form of prohibited employment discrimination. This includes discrimination on the basis of race, color, gender, age, disability, genetic information, familial status, marital status, sexual orientation, citizenship status, religion, national origin, and all other protected classifications. This policy is applicable to all personnel actions and practices including, but not limited to, recruitment, selection, promotion, training, transfer, rates of pay, part-time work, and all other terms and conditions of employment.

Compliance with this policy is the personal responsibility of all employees, especially those who have responsibilities with regard to the employment process. Further, as an Equal Employment Opportunity/Affirmative Action Employer, we will commit the necessary time and resources to meet our responsibilities and obligations. Any employee who does not comply with this policy is subject to appropriate disciplinary action, up to and including discharge.

To ensure compliance with this policy, I have designated Melissa Skadson, Manager of Diversity and Compliance. Reyne Wisecup, Executive Vice-President Human Resources, will report directly to me on any action deemed necessary for action or compliance.

If you believe that you have received treatment contrary to this policy, immediately notify any Fastenal supervisor, manager, or the following individuals at the corporate offices at 2001 Theurer Blvd., Winona, MN 55987:

Reyne Wisecup
Executive Vice-President of Human Resources
(507) 453-8112

Melissa Skadson
Manager of Diversity and Compliance
(507) 453-8672

Signed,



Lee Hein, President

Committed to diversity

Recognizing that our customers include large corporations, government agencies and prime contractors, Fastenal is committed to promoting diversity not only within our company, but across our supply chain.

Confidentiality

As an employee of the Company, you may be granted access to various types and forms of proprietary and confidential information generated or maintained by the Company. Due to the importance and economic value associated with this information, the Company believes it is necessary to inform employees about its use and security of this information.

During your employment, you will be provided and may gain access to information about products, persons, systems, functions and activities that are confidential and sensitive to the Company or its business relationships. This "Confidential Information" may include without limitation matters such as Company market strategies, business plans, trade secrets, potential business opportunities, procedures or processes, personnel and compensation information, customer or vendor information or contacts, prospect information, financial data, cost and sales data, source codes or programming techniques, Company or third party software and hardware including processes, designs or codes contained therein, and other types of information or data that is special, unique and valuable to the Company's business operation.

Employee acknowledges that the Company has taken reasonable measures to preserve the secrecy of its Confidential Information, including the signing of the Acknowledgement. It is understood that you will not, during or after the term of your employment, disclose to third parties or use for your own benefit the Company's Confidential Information. Upon the discontinuation of employment with the Company, regardless of reason, you will immediately deliver all Confidential Information to the Company. You understand and acknowledge that any work or work-product produced for the Company during the term of your employment will remain the property or "work-for-hire" of the Company and may be considered Confidential Information of the Company. Your failure to handle Confidential Information in this manner will cause irreparable harm to the Company, and the Company may seek injunctive relief or damages, including attorney's fees and costs, from you for violating these obligations.



Anti-Harassment

It is the policy of the Company to provide a workplace free from any type of prohibited harassment, retaliation for having reported prohibited harassment, or participation in any activity protected by applicable federal, state or local law. This includes, but is not limited to, harassment on the basis of race, color, creed, gender, religion, national origin or citizenship status, disability, age, veteran status, marital status, status with regard to public assistance, genetic information, sexual orientation, or any other possible governmentally protected individuals in your country. Harassing conduct by anyone in our workplace is prohibited and should be reported immediately. Harassment refers to behavior which is personally offensive, impairs morale and interferes with the work effectiveness of employees. Examples of such conduct include, but are not limited to, the following:

1. Demanding or requiring sexual favors as a condition of employment, continued employment, favorable work assignments, promotions, or favorable working conditions.
2. Repeated and unwelcome sexual advances or physical contact of a sexual nature which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
3. Repeated and unwelcome comments of a sexual nature (including dirty jokes, sexual innuendoes, obscenities) which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
4. Repeated and deliberate comments about any protected classification, for example, race, color, gender, disability, veteran status, which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.
5. Repeated and unwelcome conduct such as drawing, distributing or creating materials or objects about protected classifications including, but not limited to, those described above which have the purpose or effect of unreasonable interference with work performance or which create an intimidating, hostile, or offensive work environment.

Engaging in or permitting prohibited harassment, as well as retaliating against anyone for reporting prohibited harassment will not be tolerated. Allegations of prohibited conduct will be investigated and appropriate disciplinary action up to and including termination will occur, if necessary. There will be no adverse action taken against individuals who allege violations of this policy or who participate in the investigation of such matters.



Reporting

Any individual who believes that she or he has received treatment contrary to this policy should immediately report such action to any Fastenal supervisor, manager or to an individual listed below:

Reyne Wisecup
Executive Vice-President
Human Resources
(507) 453-8112

Melissa Skadson
Manager of Diversity and
Compliance
(507) 453-8672

General Statement

The purpose of this policy is to explain and establish standards which will help assure good management and fair treatment for all employees. The Company has established some guidelines that must be followed in order for our organization to remain profitable and to promote safety, respect, responsibility, ethical behavior, and teamwork within our facilities. All employees of the Company need to understand and comply with the following guidelines.

Acceptable Conduct

Fastenal requires a high degree of personal integrity and responsibility from its employees. Acceptable conduct involves not only sincere respect for the rights and feelings of others but also the assurance that personal conduct avoids any action that might be harmful to the employee, other employees, the Company, or cause any unfavorable reaction from current or potential customers. Disruptive, fraudulent, or destructive behavior is unacceptable and is grounds for disciplinary action up to and including termination.

Professional Appearance

As an employee, it is your responsibility to dress in a professional manner when at work and when representing the Company away from work. Employees should be dressed appropriately and accordingly based on the responsibilities of the employee and the work performed. No shirts or hats promoting lewd or illegal behavior (drug related or vulgar messages, etc.) are allowed. Our appearance is a reflection of the service we provide our customers.

Show off your blue spirit!

Make getting ready in the morning a breeze by stocking up on your new favorite color! Fastenal has partnered with Excel Images to provide a full line of professional, durable workwear. Ask your supervisor if you're eligible for new hire discounts.

Check it out online: www.fastenalgear.com



Attendance

1. Employees are expected to report to work 100% of the time, on time, for their scheduled shift unless they have informed the appropriate personnel. If employees are unable to make their scheduled shift, they must contact their department manager or appropriate person at least one hour prior to their scheduled shift to report their tardiness or absenteeism.
2. Employees are expected to be in their department and ready for work by their scheduled time. Request for vacation/time off should be done in writing with reasonable advance notice. Attendance is crucial in our work environment, and failure to report to work without a prior request for time off will lead to termination.
3. If employees do not report to work after two hours of their scheduled start time, and do not call in to report their tardiness or absenteeism, this will be considered a no call/no show. Two no call/no shows (consecutive or non-consecutive) during their tenure will be considered a voluntary resignation and a replacement for or elimination of their position will occur.

Job Safety

1. Personal safety, health, and prevention of work related injuries are of great importance to the Company. Management will provide to employees the proper and recommended instructions to use all tools (via video, online training, literature, classes, or on the job training). Additionally, all employees will be required to complete specific safety training. Employees will be informed of proper ways to lift and lower heavy objects. Any person involved in an injury or accident must report to a member of management immediately. Failure to follow these guidelines may result in termination.
2. No employee shall operate a forklift before completing the required Fastenal forklift (online) training and the driver skills test.
3. Certain behaviors will not be tolerated on Fastenal property. These include, but are not limited to, the following:
 - No passenger riding on forklifts
 - No climbing racks
 - No forms of horseplay (e.g., wrestling)
 - Do not throw products or any other objects
 - Do not ride on belts or conveyor
 - Do not ride pallet jacks
 - Do not jump across belts or rollers. Use the walkovers.



Time Sheets

Falsification of time sheets will result in immediate termination of employment.

Breaks

All employees must take all meal and rest breaks required by law. The regulations for each jurisdiction can be found on FastNet/Human Resources/Payroll. When an employee is on a paid break, he or she will not be allowed to leave the premises or go to his/her vehicle without the supervisor's knowledge or permission. Breaks should be taken in designated areas, and Fastenal property cannot leave the building (e.g., Telxons, tapeguns, RF units, etc.)

Discipline

An employee is issued a verbal or written warning when a standard of conduct is broken or company policies are not followed. Disciplinary actions can result from, but are not limited to, the following:

1. Poor work performance
2. Insubordination
3. Unexcused absence or repeated tardiness
4. Unsafe practices (e.g., throwing things)
5. Misuse of equipment (e.g., riding pallet jacks, raising other employees on the forklift, etc.)

Certain forms of improper conduct or violations of company policies may lead to immediate termination without warning.

The most severe forms of improper conduct, which typically warrant immediate termination without warning, are classified as gross misconduct. Gross misconduct termination can result from, but is not limited to, the following:

1. Theft (e.g., misuse of Company assets, timesheet falsification, fraudulent billing, misrepresentation of sales data, etc.)
2. Inappropriate physical contact or assault
3. Use, possession, sale or purchase of illegal drugs or alcoholic beverages on Company time
4. Severe safety violations
5. Malicious verbal threats or harassment

Phone Calls

Employees can use business phones for emergencies. If there is an emergency, incoming calls will be forwarded to the employee or the employee's manager. Nonemergency calls may be made by employees during break and/or lunch periods. During scheduled working hours, non-business related cell phone usage is permitted during breaks and/or lunch periods only.

Tobacco

Tobacco use of any kind is prohibited in all Fastenal facilities. Violations will result in disciplinary action.

Personal Belongings

Employees are responsible for the loss of personal property. Any Company premises and/or property, including materials contained inside such property, are subject to review at any time by authorized Company personnel.

Cleanliness

All Fastenal facilities are considered professional working environments and need to be maintained in the same manner. Please discard waste in the proper receptacles and recycle whenever possible. These are facilities that we all should take pride in.

Ethical and Legal Standard

The Company expects employees to be honest, moral, and perform duties in a highly ethical and legal manner. Employees are prohibited from participating in any illegal conduct while on Company premises, when using Company property, or during the performance of Company business activities. Employees shall avoid the following: conflicts of interest (divided loyalty between Company interests and personal interest of employee), receiving or participating in bribes or kickbacks, participating in anti-competitive arrangements (improper agreements with competitors, price fixing, splitting markets or similar activities intended to restrain trade), fraudulent use or entry of company records or accounts, use of Company funds to improperly influence political or government officials, the unauthorized and improper use of Company name, assets, or information for personal interests and any similar practices or activities that are contrary to the interests or related Policies of the Company.



Relationships with Vendors and Suppliers

The Company values its vendors and suppliers, and these relationships must remain professional and ethical at all times. Their graciousness is appreciated, but to maintain the integrity of our business, only the following items will be considered acceptable gifts for employees to receive from these contacts:

1. Gifts with a value of up to \$20 (e.g., t-shirt, polo shirt)
2. Gifts of business lunches and/or dinners

Any other offerings/gifts valued at more than \$20 (including outings, trips, tickets to events, etc.) will not be permitted or accepted by employees unless received in connection with an authorized promotional contest. The relationships Fastenal has with its vendors and suppliers are valuable and need to be maintained within these guidelines. Any activity contrary to this standard should be reported to the Human Resource Department.

Financial Records and Public Reports

It is the Company's policy that the information in its public communications, including any reports and documents filed with the Securities and Exchange Commission, be full, fair, accurate, timely, and understandable. All of the Company's business transactions must be completely and accurately recorded on the Company's books and records in accordance with generally accepted accounting principles and established Company financial and accounting policy. Off-balance sheet transactions, arrangements and obligations must not be executed, and unrecorded funds or assets must not be maintained, unless permitted by applicable law or regulation and disclosed in appropriate reports filed with the Securities and Exchange Commission to the extent required by applicable law or regulation. No employee may misrepresent, omit, or cause others to misrepresent or omit material facts about the Company to others, including the Company's outside auditors. The Company's Chief Executive Officer, Chief Financial Officer, Accounting Managers, Controller (if any) and other employees performing similar functions are required to maintain familiarity with the disclosure requirements applicable to the Company and to manage the Company's transactions and reporting systems in furtherance of this policy.



Be informed with the Fastenal
Quarterly Newsletter!

Reporting of Violations

Employees of the Company have several options in seeking compliance advice or reporting violations of these standards of conduct. Under normal circumstances, if an employee suspects that someone may have violated these standards of conduct or is in doubt about the best course of action in a particular circumstance, the employee should promptly contact his or her direct supervisor. In the rare case where it may not be appropriate for any employee to discuss a matter with his or her supervisor, or where an employee feels uncomfortable approaching his or her supervisor regarding a matter, the employee may instead discuss the matter with any member of the Company's management, any attorney in the Company's legal department, any member of the Company's Audit Committee, or the Chairman of the Board of the Company. The Company does not allow retaliation for reports of violations of these standards of conduct by others made in good faith by employees. Employees are expected to cooperate in internal investigations regarding violations of these standards of conduct.

Applicability

Applicability to Non-Employee Officers and Directors: In addition to employees of the Company, these standards of conduct shall, to the extent applicable, be followed by any and all officers and directors of the Company who are not employees of the Company.

Waivers

Any waiver of these standards of conduct for directors or executive officers of the Company must be approved by the Board of Directors of the Company. Any such waiver shall be disclosed if and as required by law, the listing standards of the NASDAQ Stock Market or the rules and regulations of the Securities Exchange Commission.

Other

Information on other Company policies can be found in the Policy and Procedure Guide.



FASTENAL®

GREEN STATEMENT

Fastenal's green initiatives are a logical evolution of our lean quality initiatives, which are focused on eliminating waste, creating efficiencies, and continuous improvement. Our green approach is to continuously improve our green credentials, with smart resource use and optimized distribution routes representing two key areas of focus contributing to overall company sustainability and responsibility. Our green approach is also aligned with our government contract compliance processes.

It is our mission to operate our business with minimal environmental impact and help our customers do the same by offering green products and services to help them meet their sustainability needs and goals. This mission comprises the following initiatives:



Compressed Natural Gas Semi Fleet

- Establish a green product offering from key suppliers for national distribution and clearly identify those products in our marketing materials, including our catalogs, brochures, promotions, and website
- Offer recycling programs for lamps, ballasts, mercury-containing devices, batteries, printer cartridges and PPE safety products ensuring safe disposal
- Partner with lighting specialists to assist in the planning, specification and implementation of retrofit projects
- Capture and report green consumption data from customer usage reports
- Receive electronic POs, invoices, and other business documents from suppliers and customers whenever possible
- Encourage our customers to sign up for Electronic Invoicing via fax, email, or the web to reduce paper usage
- Offer industrial vending solutions to help reduce wasteful product consumption and redundancy
- Provide local service and solutions with more than 2,600 store locations worldwide

WHAT WE ARE DOING TODAY

WASTE REDUCTION

- We reuse or recycle most of our incoming packaging materials (cardboard, polystyrene, shredded paper, air bags, etc.), we use composite pallets and totes for shipping, and our corrugated boxes used for repackaging are made from post-consumer recycled content
- Packaging reduction efforts at select distribution centers with our new automated storage and retrieval system (ASRS). Reusable totes are used in place of cardboard boxes with this new system. Further packaging reduction efforts are also underway for incoming, high volume products.
- We reuse pallets, repair when necessary, throughout distribution
- Increased use of e-mail which greatly reduces the amount of paper used, business records are digitized to minimize hard copy document storage, multifunctional devices (for faxing, printing and photocopying) reduce energy and paper usage.
- We purchase paper made from recycled content, and we recycle our office paper
- We encourage staff and visitors to recycle bottles, plastics and aluminum cans by placing recycling bins at strategic points throughout our stores, distribution centers, and offices
- We recycle our old computers as part of our IT replacement strategy
- We recycle our spent fluorescent lamps, ballasts, batteries and printer cartridges
- We have reduced the amount of our landfill waste by finding ways of recycling waste material, either in-house or in conjunction with others who are able to use the material constructively
- We have developed e-learning opportunities for employee training in conjunction with the Fastenal School of Business to reduce miles traveled
- Fastenal supports entities with a ban on single-use shopping bags by offering alternatives such as recycled paper bags and reusable bags
- Reduced paper usage with electronic accounting practices

ENERGY EFFICIENCY

- Our consumption of energy is also closely monitored and we take measures to ensure that it is not wasted
- Our distribution centers have been retrofitted with energy-efficient lighting systems
- Our headquarters have been retrofitted with LED lighting systems
- We have a HVAC Preventative Maintenance Program in which our HVAC systems are serviced semi-annually to increase the units' performance and overall efficiency which reduces energy consumption

FLEET SUSTAINABILITY

- Our consumption of fuel is closely monitored and we take measures to ensure that it is not wasted
- We utilize Global Information Systems to design truck routes that minimize miles traveled
- Introduced Compressed Natural Gas (CNG) vehicles in select locations to lower fuel costs and emissions



Fastenal
Green Product



Green Seal



Designed for the
Environment



EcoLogo



Carpet and Rug
Institute



Greenguard
Environmental Institute



Forest Stewardship
Council



Sustainable
Forestry Initiative



USDA
BioPreferred



EPA
WaterSense

For more information, contact gogreen@fastenal.com

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HOW DO YOU PREFER TO BUY? LOCAL STORE / PERSONAL SERVICE / INVENTORY SOLUTIONS / FASTENAL.COM



Equal Employment Opportunity/Affirmative Action Policy Statement

It is the policy of Fastenal Company to provide equal employment opportunity / affirmative action to all employees and applicants for employment in accordance with all applicable federal, state, or local, executive orders, regulations and laws. This includes Minnesota Statutes, Chapter 363. We will not engage in any form of prohibited employment discrimination. This includes: discrimination on the basis race, color, gender, age, disability, genetic information, familial status, marital status, gender identity, sexual orientation, citizenship status, religion, national origin, and all other protected classifications. This policy is applicable to all personnel actions and practices including, but not limited to, recruitment, selection, promotion, training, transfer, rates of pay, part time work, and all other terms and conditions of employment.

Compliance with this policy is the personal responsibility of all employees, especially those who have responsibilities with regard to the employment process. Further, as an Equal Employment Opportunity / Affirmative Action Employer, we will commit the necessary time and resources to meet our responsibilities and obligations. Any employee who does not comply with this policy is subject to appropriate disciplinary action, up to and including discharge.

To assure compliance with this policy, I have designated Melissa Skadson, Manager of Diversity and Compliance. Reyne Wisecup, Executive VP – Human Resources, will report directly to me on any action deemed necessary for action or compliance. If you believe that you have received treatment contrary to this policy, immediately notify any Fastenal supervisor, manager, or to the following individuals at the corporate offices at 2001 Theurer Boulevard, Winona, MN 55987:

NAME:	TITLE:	TELEPHONE NUMBER:
Reyne Wisecup	Executive VP-Human Resources	(507) 453-8112
Melissa Skadson	Manager of Diversity and Compliance	(507) 453-8672

A handwritten signature in cursive script that reads "Lee Hein".

Lee Hein
President



Appendix I:

EVALUATION QUESTIONNAIRE/SELF CHECKLIST

Products/Pricing (40 Points)

- 1. Are all products and services being proposed listed under APPENDIX B on a corresponding electronic device? Yes No

- 2. Is there a price list for all available products/services on a corresponding electronic device?
Yes No

- 3. Did you provide the warranty information that is offered by your company?
Yes No

- 4. Will customers be able to verify they received the contract price?
Yes No

Please explain how they would verify the contract price.

In order for agencies to utilize the contract, they will be required to fill out a participation form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal's Contract Management system to ensure compliance.

When TCPN customers log in to fastenal.com with their account number, they will be able to see their contract price and discount from wholesale.

- 5. What payment methods do you accept?
A. _____ B. _____
Cash, check, credit card (at time of purchase only), EFT/ACH

Performance Capability (30 Points)

- 1. Did you indicate which states you can deliver to under APPENDIX E, Question 1?
Yes No

- 2. What is the capability of your company to respond to emergency orders?
Please explain what actions you would take.
Fastenal Company can provide 24-hour, 7 days per week emergency service with local emergency phone numbers provided. Specific lengths of time for shipping emergency orders will depend on whether the product is stocked locally or whether it will come from one of our regional distribution centers or a manufacturer. Typically items stocked locally can be supplied to the customer within one hour. Items coming from either a regional distribution center or a manufacturer can be expedited and delivered within 24 hours.

- 3. Please provide your company's average fill rate over the last three fiscal years.



- 1) 98.9% 2) 99.0% 3) 99.1%

Listed fill rates are utilizing Fastenal's distribution network.

4. Please provide your company's average on time delivery rate over the last fiscal year. Fastenal's on time delivery rate to TCPN customers in 2013 was 99.32%.
5. Does your company agree to the following statement on shipping charges *"All deliveries shall be freight prepaid, F.O.B. destination and shall be included in all pricing offered unless otherwise clearly stated in writing."*? Yes No

Delivery and freight terms are as follows:

Buyer and Seller shall create and manage a local delivery schedule and expected lead time.

The standard delivery time for Core Items and Catalog Items shall be within 3 to 5 business days. The delivery time for Non-Catalog Items shall be quoted lead times.

All shipments for Core Items and Catalog Items will be Incoterms 2010 DDP Buyer's facilities except as stated below. Products that are Non-Catalog Items may be subject to freight charges if the Buyer's shipping account is not provided or for Catalog Items requiring a secondary process.

All shipments are subject to the Minimum Order requirement below. Product that is not a Core Item or Catalog Item may be subject to additional freight charges.

a. Local Delivery Fee: There is a \$4.80 minimum charge (or 4% of the invoice, with a \$25.00 maximum delivery fee) on all invoices under \$1,000. Invoices over \$1,000 or an accumulation of invoices totaling over \$1,000 for a single delivery will be exempt from the fee. Fees expressed for domestic orders with deliveries within the continental United States of America only.

b. Any Products requiring special freight arrangements (air freight, express ground, LTL special, etc.), including special orders and/or Buyer emergency requests, may be assessed freight charges. Emergency requests due to errors on the part of Seller stocking methods however do not constitute a Buyer emergency for which extra freight may be charged.

6. What is your company's return and restocking policy? Are there any applicable fees? Please provide a brief description and example.
- Fastenal must approve cancellation of any order prior to shipment. Orders for Special or Non-standard Products (not in the catalogue) may not be cancelled or returned. Any returns for shipping errors, damage or loss upon delivery must be reported within 10 days of the delivery date. Except as otherwise agreed, Products will not be accepted for return after 30 days from the date of delivery to the Purchaser. Any cancellation or returns accepted after 30 days may be subject to a restocking fee and other charges, for which the Purchaser shall be responsible. All returns should be made to a Fastenal branch or as



otherwise designated by Fastenal, and must be in resalable condition and accompanied with an Invoice.

7. What is your company's history of meeting shipping and delivery timelines?
Each Fastenal store serves as a local, efficient source for a vast range of industrial and MRO supplies – backed by our global distribution and sourcing strength, yet free to tailor its inventory and service to meet the needs of local customers.

Standard order lead time for store-stocked items is 24 to 48 hours, but that only tells part of the story. Below are some of the distribution performance metrics that distinguish Fastenal in the industrial supply marketplace:

- 80% of all customer transactions are for products stocked in the local store or available at a regional distribution center, representing either same-day or 24 to 48 hour service.
- If a standard product is not already in stock at your local store, we can usually get it there on our own trucks before the next business day begins. 64% of store deliveries via Fastenal trucks from our distribution centers arrive before 7 a.m. (on scheduled truck days).
- If it's not available at a regional distribution center, our goal is to have it available in one of our master stocking locations, which can provide overnight service to the majority of our customers.
- Fastenal's stores and distribution centers carry more than half a billion dollars in inventory in order to provide fast delivery for local customers.

8. Will your company be able to meet the one year warranty guarantee as stated on page 16 under pricing? Yes No

If not, please explain.

N/A

9. Did you provide your company's information regarding your customer service department as per APPENDIX F, Question 15? Yes No

10. What is your company's current invoicing process?
Invoicing processes can be customized to meet the needs of each individual customer. We can invoice per order, weekly, or bi-weekly, via hard copy (mail), fax, email, or ecommerce.

11. Did you indicate how your company will implement the contract as per APPENDIX F, Question 20? Yes No

12. Did you provide your Dun & Bradstreet number? Yes No

13. Did you provide information on your website and on-line ordering capacities as per APPENDIX F, Question 14? Yes No



Qualification and Experience (20 points)

1. What is your company's reputation in the marketplace?
Fastenal had a humble start when it was founded in Winona, MN 1967. However, it eventually found its niche as a supplier that earns opportunities by exceeding customers' expectations for service – an approach later summed up with four words: *Growth Through Customer Service*. Guided by this motto, Fastenal grew to North America's largest fastener company and the world's most efficient distributor of OEM, MRO, and construction supplies. In 2014 Fastenal was named as #19 on Forbes list of the World's Most Innovative Companies. Our leadership has also been recognized, with CEO Will Oberton included on Harvard Business Review's 2014 list of the Best-Performing CEOs in the World and CFO Dan Florness ranked #9 on the Wall Street Journal's 2012 list of top financial executives.

2. What is the reputation of your products and/or services in the marketplace?
In 2013 Fastenal supplied products spanning nearly 1.45 million unique stock-keeping units (SKUs). Fastenal has over 4,500 corporately approved suppliers (over 13,000 suppliers total), including most of the leading industrial brands in the marketplace. Our Shared Investment Partners work closely with Fastenal's stores and customers to provide high quality products and supporting services and rapid, accurate product delivery.

3. Does your company have past experience with Region 4 ESC and/or TCPN members? If so, please list them and their contact information (Up to five).

<p>City of San Diego Steve Fragoso, Procurement Analyst San Diego, CA 1-619-236-6158</p>	<p>City of Norfolk Debra Shelton, Programs Manager Norfolk, VA 1-757-823-1009</p>
<p>City of Denton Rebecca Hunter, Senior Buyer Denton, TX 1-940-349-7139</p>	<p>Lewisville ISD Mark Grossman, Senior Purchasing Manager Lewisville, TX 1-972-350-4746</p>

Broward County Public Schools
Brad Serna, Materials/Logistics
Fort Lauderdale, FL
1-754-321-4701

4. Did you list your key employees and their qualifications as per APPENDIX F, Question 6?
Yes No

5. Did you provide the locations and sales persons who will work on the contract as per APPENDIX F, Question 6 & 7? Yes No

6. What past experience does your company have working in the government sector?
Fastenal has extensive experience providing products, services, and solutions to state and



local governments. Our flexible approach and physical presence within every state enables us to be attentive to the needs of state and local governments.

In 2000 Fastenal launched a concerted effort to better serve government agencies with the establishment of the Government Sales Team. Over the past decade, Fastenal has been awarded state or national cooperative contracts covering all 50 states. Government sales has driven some of the strongest growth at Fastenal and has matured to become a national sales department with leadership from the Executive Vice President of Sales Operations and Support, Directors of Government Sales (East, South and West), the Vice President of Contract Development and Support along with several leads to support departments such as Contract Management, Supplier Diversity, Green/Sustainability, Legal, Tax, Marketing, Product Development and Operations.

Fastenal’s contract management system and internal controls ensure sound administration of the pricing, terms and conditions. Clear policies, procedures and work instructions ensure that all customers are properly tied to the proper agreement. Our Government Sales department is well organized, highly motivated and supported by Fastenal’s 2,600+ stores nationwide.

Finally, Fastenal recognizes that the government marketplace is unique and complex, and we fully understand that we must give specialized and specific attention to each customer to ensure success. This is why Fastenal has created a leadership position within our government sales team to marshal the TCPN contract through the implementation phase and foster the long-term growth of the contract.

- 7. Did you provide information on working with cooperative purchasing programs as per APPENDIX F, Question 24? Yes No
- 8. Did you provide information on any litigation, bankruptcy, reorganization, etc. as per APPENDIX F, Question 16? Yes No
- 9. Did you submit at least 10 customer references relating to the products and services within this RFP, with an equal representation coming from K12, Higher Education and City/County/non-profits entities as per APPENDIX F? Yes No
- 10. Did you list and submit all applicable MWBE, HUB, DVBE, small and disadvantaged business certifications that your company holds? Yes No
Fastenal holds no such certifications.
- 11. Did you list and submit all applicable M/WBE, HUB, DVBE, small and disadvantaged business and other diverse certifications that your company holds? Yes No
Fastenal holds no such certifications.

Value Add (10 Points)



1. Did you submit a marketing plan as per APPENDIX F, Question 17?
Yes No
2. Did you provide a national sales training plan as per APPENDIX F, Question 21?
Yes No

Appendix B:

PRODUCT / SERVICES SPECIFICATIONS

It is the intention of Region 4 ESC to establish an annual contract with highly qualified Vendor(s) for **Maintenance, Repair and Operations (MRO) Supplies & Related Services** on a national level. Vendor(s) shall, at the request of Region 4 ESC and/or TCPN members, provide these covered products and associated services under the terms of this RFP and the CONTRACT TERMS AND CONDITIONS.

The scope of this RFP shall include but not limited to the following Product Categories:

- Adhesives, Sealants & Tape
- Air Filters
- Appliances
- Building Materials
- Cabinets, Countertops & Related Materials
- Electrical Supplies & Equipment
- Fasteners, Hardware, Hand Tools
- General Maintenance Supplies
- HVAC Supplies
- Ice Machines & Refrigeration
- Irrigation Equipment & Supplies
- Janitorial Supplies
- Landscaping Supplies
- Lighting, Ballasts, and Bulbs
- Material Handling & Storage Supplies
- Motors, Pumps
- Outdoor Garden Supplies & Equipment
- Paint, Equipment & Supplies
- Plumbing Supplies
- Pneumatic Tools
- Power Tools & Accessories
- Raw Materials
- Safety & Security Related Items
- Swimming Pool Chemicals
- Tools (general purpose & machine)
- Window Treatments
- Services (installation, glass cutting, rental, etc)
- Welding & Soldering

Supplies

Respondents are encouraged to offer everything in their entire catalogue that falls within the scope of MRO Supplies. Region 4 ESC reserves the right to reject parts of offerings that it deems to fall outside the scope of the RFP. All products offered shall be new, unused and of the latest design and technology.

Please see Appendix C.

Related Services

Respondents should submit auditable pricing for any and all services offered as indicated in Appendix C of this RFP

CONFIDENTIAL

Ordering Capabilities

- The successful bidder shall offer an electronic on-line catalogue, and have a fully operational website that enables on-line ordering by the individual member agencies. purchasing authorization limits; ability to download order invoice history reports. [Fastenal.com](#) features nearly 400,000 products presented online for browsing and purchasing. A powerful search engine which includes attributes and standard fastener terminology has been developed for more accurate search results. Users can register to see their Custom Pricing as well as view the inventory in their closest Fastenal store. This fully transactional website allows for product search, traceability, and order submittal. Orders can be picked up at the local Fastenal store or delivered directly by one of our Fastenal Customer Service Representatives from the local store.

System Administrators can manage users by setting purchase limits and creating order approval workflows. In addition, administrators can retrieve usage and cost savings reports to more effectively manage their overall business as well as vending and FMI solutions.

- The successful bidder shall have items either delivered to the customer's jobsite or available for pickup at the closest Supplier Retail location
With over 2,300 stores in the United States – far more than any other industrial supplier – we're located within 20 miles of nearly 100% of our current and potential customer locations. Items can be delivered directly to the customer or made available for pickup, depending on the customer's needs.
- Vendors that have retail stores shall have appropriate procedures in place to ensure contract pricing on all product lines to member agencies.
In order for agencies to utilize the contract, they will be required to fill out a participation

form (a sample of which has been attached). The submission of this form will ensure that they receive the contracted pricing, which is administered through Fastenal's Contract Management system to ensure compliance.

- Hourly service schedules, as applicable shall be included in the proposal. Fastenal currently operates 2,354 stores in the United States. Standard store operating hours are 7:00am to 5:00pm, Monday through Friday. Emergency contact information can be provided to reach local Fastenal representatives outside of standard store hours.

Product/Price Updates

- New products/services may be added during the term of the contract upon written request providing it is within the original scope of this RFP. All requests are subject to review and approval by Region 4 ESC and/or TCPN. At no time is the Supplier allowed to unilaterally change products or pricing.
- Successful bidders shall be responsible for notifying TCPN of all obsolete and discontinued products in writing and in a timely manner.

References

Provide a minimum of ten (10) customer references for product and/or services of similar scope dating within the past three (3) years. Please try to provide an equal number of references for K12, Higher Education and City/County entities. Provide the following information for each reference:

- Entity Name
- Contact Name and Title
- City and State
- Phone Number
- Years Serviced
- Description of Services
- Annual Volume

City of San Diego

Steve Fragoso, Procurement Analyst
San Diego, CA
1-619-236-6158
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

City of Norfolk

Debra Shelton, Programs Manager
Norfolk, VA
1-757-823-1009
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

City of Denton

Rebecca Hunter, Senior Buyer
Denton, TX
1-940-349-7139
3+ Years
MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party. This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.



Lewisville ISD

Mark Grossman, Senior Purchasing Manager

Lewisville, TX

1-972-350-4746

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

University of Wisconsin

Brad Bauman, Procurement Specialist

Madison, WI

1-608-265-1462

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Ohio State University

Sherry Huegel, Project Manager

Columbus, OH

1-614-688-4415

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Broward County Public Schools

Brad Serna, Materials/Logistics

Fort Lauderdale, FL

1-754-321-4701

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.



Fulton County Schools

Paul Collumn, Parts Manager

Atlanta, GA

1-770-740-7070

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Texas State University – San Marcos

Gary Gagnon, Head Inventory Clerk

San Marcos, TX

1-512-245-8531

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

State of Indiana

Angelina Hackett, Vendor Contract Manager

Indianapolis, IN

1-317-234-8758

3+ Years

MRO Supplies

Due to confidentiality we do not disclose customer specific information to any other party.

This same confidentiality will, of course, be extended to Region 4 ESC and all participating agencies.

Appendix G:
VALUE ADD

Please include any additional products and/or services not included in the scope of the solicitation that you think will enhance and/or add value to this contract for participating agencies.

Inventory Management

The foundation of our flexible inventory management programs is our local presence – understanding your usage patterns and production needs, stocking product locally and regionally to *anticipate* your demand, and continually providing just the right amount, when and where it's needed.

Key benefits:

- Up to daily inventory turns to support your inventory reduction goals.
- Our ability to deliver to the point of use means less inventory build-up, fewer inventory touches.
- Emergency inventory can typically be delivered within the hour.
- Bar-coded inventory, with accurate item tracking by location or GL code.
- Reduced paperwork via a touch-less reordering process (blanket P.O.s, P-Cards, etc.).
- FMI bin-stock program – free bins based on clear, up-front service agreement.

Core Inventory Management Programs

Our local presence enables us to actively manage a custom program for each of your facilities, balancing local needs and corporate goals. Although each implementation is unique, here's a look at some of our core capabilities:

Dock-to-Dock

Product is delivered by Fastenal personnel, on Fastenal trucks, according to a pre-determined schedule – a good fit for union shops, high-security environments, and other sites with limited access.

Bin-Stock/Line-Stock

Local Fastenal personnel organize and bar-code your stock areas, work with you to establish min/max reorder triggers, and continuously monitor and replenish your stocking locations to stay within your target inventory levels.

- | | |
|-----------------------------|--------------------------------|
| – Daily Delivery | – Labeled, Bar-Coded Inventory |
| – Dedicated Store Inventory | – Material Handling Functions |
| – Dedicated Specialists | – Receiving Functions |
| – Detailed Usage Reports | – Storeroom Organization |
| – Inventory Management | |

In-Plant Location

Looking to make our local service even more local? If it makes business sense, we can implement a point-of-sale location (essentially a Fastenal “store”) within your facility. Features include on-site inventory, dedicated Fastenal labor, and Fastenal-managed inventory to the point of use.

- CAD Layout for Storeroom
- Consolidated Invoicing
- Continuous Improvement Plan
- Cost Savings Documentation
- Custom Software
- Dedicated Store Inventory
- Disbursement Functions
- EFT/EDI
- Fastenal Scanning System
- Inventory Management
- Labeled, Bar-Coded Inventory
- Material Handling Functions
- On-Site Inventory Specialists
- On-Site Product/Fastener Training
- Parts Kitting/Custom Packaging
- Receiving Functions
- Sole Source Supply
- Storeroom Organization
- Tool Crib Management
- Tool Repair, Regrind & Calibration
- Usage/Accountability Reports
- Vending Solutions

Jobsite Solutions

As a solution for remote projects (construction, outages, etc.), we can tailor a jobsite trailer, Conex, or gang box managed by local Fastenal personnel and custom-stocked with needed supplies. No matter where the job takes you, Fastenal can keep the product flowing.

Fastenal Managed Inventory (FMI)

Through our FMI bin-stock program, Fastenal provides a wide variety of professional bins, shelves and drawers at no cost as part of a clearly defined minimum spend commitment. Backed by local Fastenal store service, it’s a turn-key solution to improve organization and productivity.

- Bins, drawers, shelving, etc. are provided and managed by the servicing Fastenal store.
- Labels are vinyl, washable and removable, and include a clear product description and image.
- The FMI service agreement provides a clear understanding of the program and expectations – no surprises or hidden agendas.



FAST SolutionsSM

Fastenal Automated Supply Technology

Fastenal's industrial vending solutions provide point-of-use access to supplies, while generating detailed usage reporting to drive consumption reduction. The machines are provided, installed, maintained and replenished by local Fastenal personnel. There are no long-term commitments or capital expenses, only a low annual software hosting fee and a minimum monthly spend requirement.

- Reduce Consumption – typically 25–35% as a result of the machines' controls and reporting.
- Increase Productivity – by making product immediately available, 24/7, near the workers who need it.
- Automate Ordering – your local Fastenal store monitors activity online and makes sure the machines are always filled (no paperwork or labor required).

Which Solution Is Right for You?



FAST 5000 With Lockers

18-Door Locker

FAST 2000CT

FAST 4000CT

FAST 3000

FAST Bev

FAST 10000SL

FAST 5000
Utilized by thousands of customers to track and control a vast range of industrial consumables.

FAST CTSM Machines
Designed to dispense inserts and round tools (individually or in packaged amounts). Low-cost and compact, they represent an opportunity to install point-of-use solutions throughout the shop for increased productivity.

FAST BevSM
Makes hydration products easily accessible and documents that employees are receiving proper hydration throughout the day.
**Subject to local & state restrictions*

Lockers
Can be added to a base FAST 5000/3000 or a stand-alone controller to vend larger items and manage assets. Available in 3, 12, 18, 27, 30 and 36 door options.

FAST 3000
Offers the same functionality as the FAST 5000 but with a more compact footprint and lower spend requirement.

FAST 10000SLSM
Utilizes sensor-driven modules (shelves, drawers, cabinets and bins) to control a large volume and variety of parts. The user simply enters his/her ID and, if authenticated, takes what's needed. The system automatically senses and reports the details of the transaction. Not pictured: drawer only units & locker units.

FAST Crib™
Fastenal Automated Supply Technology

As an extension of our automated supply solutions, Fastenal offers web-based crib management software known as FAST Crib. This solution provides enterprise-wide visibility of your inventory and stocking locations, your asset status and locations, as well as your maintenance management planning cycle. It also serves as an advanced e-procurement platform to manage *all* of your suppliers.

The user-friendly dashboard supports multiple classes of users within your organization – tool crib attendants, maintenance team, engineering, purchasing and requisitioning, as well as supervisors at any level.

The 3 Core Modules of FAST Crib:

Inventory & Asset Management

- Easily load and maintain a database of all items (including non-Fastenal items)
- Support for min/max and kanban
- Dashboard displays on-hand, on-order, min/max by location
- Track usage to specific users and cost centers

Procurement

- Manage *all* of your suppliers
- Create RFQs with deadlines and supporting information
- Issue POs and create requisitions
- View real-time status of orders and updates
- Establish automatic order replenishment for critical items (eliminate stock outs)
- Manage spot buys
- Add supplier and OEM databases with contract pricing
- Pre-loaded with a 325,000-SKU Fastenal database

Maintenance Management

- Set preventative maintenance schedules
- Track true costs of your maintenance cycle, including labor, parts and downtime
- Time-stamp digital signatures for compliance and reporting purposes
- Create a digital library of OEM manuals, schematics and warranty tracking
- Log hours for critical items like gauges and inspection items
- View repair history by asset and work order





Vendor Orientation

Respondent companies must commit to attending a vendor orientation meeting at TCPN's offices should they be awarded a contract with Region 4 ESC through this RFP. Vendor orientation meetings are meant to establish a good relationship with awarded vendors and help to ensure compliance and effective administration over the life of the contract.

Respondents should indicate below what date they would like to have their vendor orientation and who the participants will be. TCPN highly recommends that the individuals who will handle contract management, reporting and accounting, and marketing all come to the vendor orientation.

Vendor orientations for this RFP will be held between March 2 – 25, 2015.

If awarded, our company will plan to attend vendor orientation on March 11, 2015 .

Potential attendees will include:

Zach Wise, TCPN Contract Manager
Ryan Ash, Government Sales Director - West
Aaron Leyendecker, Government Sales Director - South
Bill Franssen, Government Sales Director - East
Kevin Fitzgerald, Director of Sales

Signature:  Date: 12/08/2014

Appendix H:**ADDITIONAL REQUIRED DOCUMENTS**

- DOC #1 Clean Air and Water Act
- DOC #2 Debarment Notice
- DOC #3 Lobbying Certification
- DOC #4 Contractors Requirements
- DOC #5 Antitrust Certification Statement

FOR VENDORS INTENDING TO DO BUSINESS IN NEW JERSEY:

- DOC #6 Ownership Disclosure Form
- DOC #7 Non-Collusion Affidavit
- DOC #8 Affirmative Action Affidavit
- DOC #9 Political Contribution Disclosure Form
- DOC #10 Stockholder Disclosure Form

New Jersey vendors are also required to comply with the following New Jersey statutes when applicable:

All anti-discrimination laws, including those contained in N.J.S.A. 10:2-1 through N.J.S.A. 10:2-14, N.J.S.A. 10:5-1, and N.J.S.A. 10:5-31 through 10:5-38.

Compliance with Prevailing Wage Act, N.J.S.A. 34:11-56.26, for all contracts within the contemplation of the Act.

Compliance with Public Works Contractor Registration Act, N.J.S.A. 34:11-56.26

Bid and Performance Security, as required by the applicable municipal or state statutes.

DOC #1

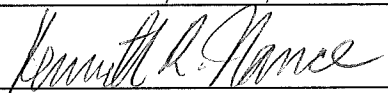
Clean Air and Water Act

I, the Vendor, am in compliance with all applicable standards, orders or regulations issued pursuant to the Clean Air Act of 1970, as Amended (42 U.S. C. 1857 (h), Section 508 of the Clean Water Act, as amended (33 U.S.C. 1368), Executive Order 117389 and Environmental Protection Agency Regulation, 40 CFR Part 15 as required under OMB Circular A-102, Attachment O, Paragraph 14 (1) regarding reporting violations to the grantor agency and to the United States Environment Protection Agency Assistant Administrator for the Enforcement.

Potential Vendor: Fastenal Company

Title of Authorized Representative: Executive Vice President - Sales

Mailing Address: P.O. Box 1244, Winona, MN 55987

Signature: 

DOC #2

Debarment Notice

I, the Vendor, certify that my company has not been debarred, suspended or otherwise ineligible for participation in Federal Assistance programs under Executive Order 12549, "Debarment and Suspension", as described in the Federal Register and Rules and Regulations.

Potential Vendor: Fastenal Company

Title of Authorized Representative: Executive Vice President - Sales

Mailing Address: P.O. Box 1244, Winona, MN 55987

Signature: 

DOC #3

LOBBYING CERTIFICATION

Submission of this certification is a prerequisite for making or entering into this transaction and is imposed by Section 1352, Title 31, U.S. Code. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Any person who fails to file the required certification shall be subject to civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

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

1. No Federal appropriated funds have been paid or will be paid 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 a Federal contract, the making of a Federal grant, the making of a Federal loan, the entering into a cooperative agreement, and the extension, continuation, renewal, amendment, or modification of a Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been 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 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 covered sub-awards exceeding \$100,000 in Federal funds at all appropriate tiers and that all sub-recipients shall certify and disclose accordingly.



Signature of Respondent

12/08/2014

Date

DOC #4

CONTRACTOR CERTIFICATION REQUIREMENTS

Contractor's Employment Eligibility

By entering the contract, Contractor warrants compliance with the Federal Immigration and Nationality Act (FINA), and all other federal and state immigration laws and regulations. The Contractor further warrants that it is in compliance with the various state statues of the states it is will operate this contract in.

Participating Government Entities including School Districts may request verification of compliance from any Contractor or subcontractor performing work under this Contract. These Entities reserve the right to confirm compliance in accordance with applicable laws.

Should the Participating Entities suspect or find that the Contractor or any of its subcontractors are not in compliance, they may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

The offeror complies and maintains compliance with the appropriate statutes which requires compliance with federal immigration laws by State employers, State contractors and State subcontractors in accordance with the E-Verify Employee Eligibility Verification Program.

Contractor shall comply with governing board policy of the Region 4 ESC Participating entities in which work is being performed.

Fingerprint and Background Checks

If required to provide services on school district property at least five (5) times during a month, contractor shall submit a full set of fingerprints to the school district if requested of each person or employee who may provide such service. Alternately, the school district may fingerprint those persons or employees. An exception to this requirement may be made as authorized in Governing Board policy. The district shall conduct a fingerprint check in accordance with the appropriate state and federal laws of all contractors, subcontractors or vendors and their employees for which fingerprints are submitted to the district. Contractor, subcontractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

The offeror shall comply with fingerprinting requirements in accordance with appropriate statutes in the state in which the work is being performed unless otherwise exempted.

Contractor shall comply with governing board policy in the school district or Participating Entity in which work is being performed.

Business Operations in Sudan, Iran

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



Signature of Respondent

12/08/2014

Date

DOC #5

ANTITRUST CERTIFICATION STATEMENTS
(Tex. Government Code § 2155.005)

I affirm under penalty of perjury of the laws of the State of Texas that:

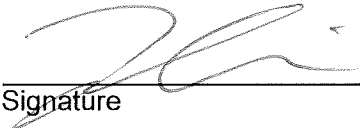
- 1. I am duly authorized to execute this contract on my own behalf or on behalf of the company, corporation, firm, partnership or individual (Company) listed below;
- 2. In connection with this proposal, neither I nor any representative of the Company has violated any provision of the Texas Free Enterprise and Antitrust Act, Tex. Bus. & Comm. Code Chapter 15;
- 3. In connection with this proposal, neither I nor any representative of the Company has violated any federal antitrust law; and
- 4. Neither I nor any representative of the Company has directly or indirectly communicated any of the contents of this proposal to a competitor of the Company or any other company, corporation, firm, partnership or individual engaged in the same line of business as the Company.

Vendor Fastenal Company

Address 2001 Theurer Blvd.
Winona, MN 55987

Phone (507) 313-7206


Fax (507) 494-6330

Offeror 

 Signature

Zach Wise
 Printed Name

TCPN Manager
 Position with Company

Authorizing Official


 Signature

Kenneth R. Nance
 Printed Name

Executive Vice President - Sales
 Position with Company

DOC #6

**OWNERSHIP DISCLOSURE FORM
(N.J.S. 52:25-24.2)**

Pursuant to the requirements of P.L. 1999, Chapter 440 effective April 17, 2000 (Local Public Contracts Law), the offeror shall complete the form attached to these specifications listing the persons owning 10 percent (10%) or more of the firm presenting the proposal.

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

Complete as appropriate:

I _____, certify that I am the sole owner of _____, that there are no partners and the business is not incorporated, and the provisions of N.J.S. 52:25-24.2 do not apply.

OR:

I _____, a partner in _____, do hereby certify that the following is a list of all individual partners who own a 10% or greater interest therein. I further certify that if one (1) or more of the partners is itself a corporation or partnership, there is also set forth the names and addresses of the stockholders holding 10% or more of that corporation's stock or the individual partners owning 10% or greater interest in that partnership.

OR:

I _____ Kenneth R. Nance _____, an authorized representative of _____ Fastenal Company _____, a corporation, do hereby certify that the following is a list of the names and addresses of all stockholders in the corporation who own 10% or more of its stock of any class. I further certify that if one (1) or more of such stockholders is itself a corporation or partnership, that there is also set forth the names and addresses of the stockholders holding 10% or more of the corporation's stock or the individual partners owning a 10% or greater interest in that partnership.

(Note: If there are no partners or stockholders owning 10% or more interest, indicate none.)

Name	Address	Interest
T. Rowe Price Associates, Inc.	100 East Pratt Street, Baltimore, MD 21202	10.41%

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

12/08/2014
Date


 Executive Vice President - Sales
Authorized Signature and Title

DOC #7

NON-COLLUSION AFFIDAVIT

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

State of ~~New Jersey~~ Minnesota

County of Winona

I, Kenneth R. Nance of the Winona
Name City

in the County of Winona, State of Minnesota
of full age, being duly sworn according to law on my oath depose and say that:

I am the Executive Vice President - Sales of the firm of Fastenal Company
Title Company Name

the offeror making the Proposal for the goods, services or public work specified under the attached proposal, and that I executed the said proposal with full authority to do so; that said offeror has not directly or indirectly entered into any agreement, participated in any collusion, or otherwise taken any action in restraint of free, competitive bidding in connection with the above proposal, and that all statements contained in said proposal and in this affidavit are true and correct, and made with full knowledge that the Solicitation Number 14-21 relies upon the truth of the statements contained in said proposal and in the statements contained in this affidavit in awarding the contract for the said goods, services or public work.

I further warrant that no person or selling agency has been employed or retained to solicit or secure such contract upon an agreement or understanding for a commission, percentage, brokerage or contingent fee, except bona fide employees or bona fide established commercial or selling agencies maintained by

Fastenal Company
Company Name

Kenneth R. Nance Executive Vice President - Sales
Authorized Signature & Title

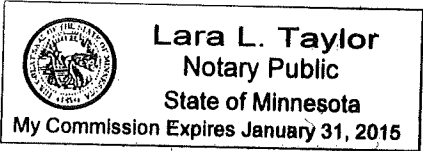
Subscribed and sworn before me

this 8 day of December, 2014

Lara L. Taylor
Notary Public of ~~New Jersey~~ Minnesota

My commission expires 1/31, 2015

SEAL



DOC #8

AFFIRMATIVE ACTION AFFIDAVIT
(P.L. 1975, C.127)

Company Name: Fastenal Company

Street: 2001 Theurer Blvd.

City, State, Zip Code: Winona, MN 55987

Proposal Certification:

Indicate below your compliance with New Jersey Affirmative Action regulations. Your proposal will be accepted even if you are not in compliance at this time. No contract and/or purchase order may be issued, however, until all Affirmative Action requirements are met.

Required Affirmative Action Evidence:

Procurement, Professional & Service Contracts (Exhibit A)
Vendors must submit with proposal:

- 1. A photo copy of their Federal Letter of Affirmative Action Plan Approval _____
- OR
- 2. A photo copy of their Certificate of Employee Information Report _____ ✓
- OR
- 3. A complete Affirmative Action Employee Information Report (AA302) _____

Public Work – Over \$50,000 Total Project Cost:

A. No approved Federal or New Jersey Affirmative Action Plan. We will complete Report Form AA201-A upon receipt from _____
(Agency) _____

B. Approved Federal or New Jersey Plan – certificate enclosed _____

I further certify that the statements and information contained herein, are complete and correct to the best of my knowledge and belief.

11/14/14
Date

[Signature] Mgr of Diversity & Compliance
Authorized Signature and Title

P.L. 1995, c. 127 (N.J.A.C. 17:27)
MANDATORY AFFIRMATIVE ACTION LANGUAGE

PROCUREMENT, PROFESSIONAL AND SERVICE
CONTRACTS

During the performance of this contract, the contractor agrees as follows:

The contractor or subcontractor, where applicable, will not discriminate against any employee or applicant for employment because of age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. The contractor will take affirmative action to ensure that such applicants are recruited and employed, and that employees are treated during employment, without regard to their age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Public Agency Compliance Officer setting forth provisions of this non-discrimination clause.

The contractor or subcontractor, where applicable will, in all solicitations or advertisement for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to age, race, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation.

The contractor or subcontractor, where applicable, will send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer advising the labor union or workers' representative of the contractor's commitments under this act and shall post copies of the notice in conspicuous places available to employees and applicants for employment.

The contractor or subcontractor, where applicable, agrees to comply with any regulations promulgated by the Treasurer pursuant to P.L. 1975, c. 127, as amended and supplemented from time to time and the Americans with Disabilities Act.

The contractor or subcontractor agrees to attempt in good faith to employ minority and female workers trade consistent with the applicable county employment goal prescribed by N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time or in accordance with a binding determination of the applicable county employment goals determined by the Affirmative Action Office pursuant to N.J.A.C. 17:27-5.2 promulgated by the Treasurer pursuant to P.L. 1975, C.127, as amended and supplemented from time to time.

The contractor or subcontractor agrees to inform in writing appropriate recruitment agencies in the area, including employment agencies, placement bureaus, colleges, universities, labor unions, that it does not discriminate on the basis of age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and that it will discontinue the use of any recruitment agency which engages in direct or indirect discriminatory practices.

The contractor or subcontractor agrees to revise any of it testing procedures, if necessary, to assure that all personnel testing conforms with the principles of job-related testing, as established by the

statutes and court decisions of the state of New Jersey and as established by applicable Federal law and applicable Federal court decisions.

The contractor or subcontractor agrees to review all procedures relating to transfer, upgrading, downgrading and lay-off to ensure that all such actions are taken without regard to age, creed, color, national origin, ancestry, marital status, sex, affectional or sexual orientation, and conform with the applicable employment goals, consistent with the statutes and court decisions of the State of New Jersey, and applicable Federal law and applicable Federal court decisions.

The contractor and its subcontractors shall furnish such reports or other documents to the Affirmative Action Office as may be requested by the office from time to time in order to carry out the purposes of these regulations, and public agencies shall furnish such information as may be requested by the Affirmative Action Office for conducting a compliance investigation pursuant to Subchapter 10 of the Administrative Code (NJAC 17:27).

Signature of Procurement Agent

DOC #9

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

CERTIFICATE OF EMPLOYEE INFORMATION REPORT

RENEWAL

This is to certify that the contractor listed below has submitted an Employee Information Report pursuant to N.J.A.C. 17:27-1.1 et. seq. and the State Treasurer has approved said report. This approval will remain in effect for the period of

15-JUN-2012 to 15-JUN-2015

**FASTENAL COMPANY
2001 THEURER BLVD.
WINONA**

MN 55987



A handwritten signature in black ink, appearing to read 'Andrew P. Sidamon-Eristoff'.

Andrew P. Sidamon-Eristoff
State Treasurer

Public Agency Instructions

This page provides guidance to public agencies entering into contracts with business entities that are required to file Political Contribution Disclosure forms with the agency. **It is not intended to be provided to contractors.** What follows are instructions on the use of form local units can provide to contractors that are required to disclose political contributions pursuant to N.J.S.A. 19:44A-20.26 (P.L. 2005, c. 271, s.2). Additional information on the process is available in Local Finance Notice 2006-1 (www.nj.gov/dca/lgs/lfn/lfnmenu.shtml).

1. The disclosure is required for all contracts in excess of \$17,500 that are **not awarded** pursuant to a “fair and open” process (N.J.S.A. 19:44A-20.7).
2. Due to the potential length of some contractor submissions, the public agency should consider allowing data to be submitted in electronic form (i.e., spreadsheet, pdf file, etc.). Submissions must be kept with the contract documents or in an appropriate computer file and be available for public access. **The form is worded to accept this alternate submission.** The text should be amended if electronic submission will not be allowed.
3. The submission must be **received from the contractor and** on file at least 10 days prior to award of the contract. Resolutions of award should reflect that the disclosure has been received and is on file.
4. The contractor must disclose contributions made to candidate and party committees covering a wide range of public agencies, including all public agencies that have elected officials in the county of the public agency, state legislative positions, and various state entities. The Division of Local Government Services recommends that contractors be provided a list of the affected agencies. This will assist contractors in determining the campaign and political committees of the officials and candidates affected by the disclosure.
 - a. The Division has prepared model disclosure forms for each county. They can be downloaded from the “County PCD Forms” link on the Pay-to-Play web site at www.nj.gov/dca/lgs/p2p. They will be updated from time-to-time as necessary.
 - b. A public agency using these forms **should edit them to properly reflect the correct legislative district(s)**. As the forms are county-based, **they list all legislative districts** in each county. **Districts that do not represent the public agency should be removed from the lists.**
 - c. Some contractors may find it easier to provide a single list that covers all contributions, regardless of the county. These submissions are appropriate and should be accepted.
 - d. The form may be used “as-is”, subject to edits as described herein.
 - e. The “Contractor Instructions” sheet is intended to be provided with the form. It is recommended that the Instructions and the form be printed on the same piece of paper. The form notes that the Instructions are printed on the back of the form; where that is not the case, the text should be edited accordingly.
 - f. The form is a Word document and can be edited to meet local needs, and posted for download on web sites, used as an e-mail attachment, or provided as a printed document.
5. It is recommended that the contractor also complete a “Stockholder Disclosure Certification.” This will assist the local unit in its obligation to ensure that contractor did not make any prohibited contributions to the committees listed on the Business Entity Disclosure Certification in the 12 months prior to the contract. (See Local Finance Notice 2006-7 for additional information on this obligation) A sample Certification form is part of this package and the instruction to complete it is included in the Contractor Instructions. **NOTE: This section is not applicable to Boards of Education.**

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Contractor Instructions

Business entities (contractors) receiving contracts from a public agency that are NOT awarded pursuant to a “fair and open” process (defined at N.J.S.A. 19:44A-20.7) are subject to the provisions of P.L. 2005, c. 271, s.2 (N.J.S.A. 19:44A-20.26). This law provides that 10 days prior to the award of such a contract, the contractor shall disclose contributions to:

- any State, county, or municipal committee of a political party
- any legislative leadership committee*
- any continuing political committee (a.k.a., political action committee)
- any candidate committee of a candidate for, or holder of, an elective office:
 - of the public entity awarding the contract
 - of that county in which that public entity is located
 - of another public entity within that county
 - or of a legislative district in which that public entity is located or, when the public entity is a county, of any legislative district which includes all or part of the county. The disclosure must list reportable contributions to any of the committees that exceed \$300 per election cycle that were made during the 12 months prior to award of the contract. See N.J.S.A. 19:44A-8 and 19:44A-16 for more details on reportable contributions.

N.J.S.A. 19:44A-20.26 itemizes the parties from whom contributions must be disclosed when a business entity is not a natural person. This includes the following:

- individuals with an “interest” ownership or control of more than 10% of the profits or assets of a business entity or 10% of the stock in the case of a business entity that is a corporation for profit
- all principals, partners, officers, or directors of the business entity or their spouses
- any subsidiaries directly or indirectly controlled by the business entity
- IRS Code Section 527 New Jersey based organizations, directly or indirectly controlled by the business entity and filing as continuing political committees, (PACs). When the business entity is a natural person, “a contribution by that person’s spouse or child, residing therewith, shall be deemed to be a contribution by the business entity.” [N.J.S.A. 19:44A-20.26(b)] The contributor must be listed on the disclosure. Any business entity that fails to comply with the disclosure provisions shall be subject to a fine imposed by ELEC in an amount to be determined by the Commission which may be based upon the amount that the business entity failed to report. The enclosed list of agencies is provided to assist the contractor in identifying those public agencies whose elected official and/or candidate campaign committees are affected by the disclosure requirement. It is the contractor’s responsibility to identify the specific committees to which contributions may have been made and need to be disclosed. The disclosed information may exceed the minimum requirement. The enclosed form, a content-consistent facsimile, or an electronic data file containing the required details (along with a signed cover sheet) may be used as the contractor’s submission and is disclosable to the public under the Open Public Records Act. The contractor must also complete the attached Stockholder Disclosure Certification. This will assist the agency in meeting its obligations under the law.

NOTE: This section does not apply to Board of Education contracts.

* N.J.S.A. 19:44A-3(s): “The term “legislative leadership committee” means a committee established, authorized to be established, or designated by the President of the Senate, the Minority Leader of the Senate, the Speaker of the General Assembly or the Minority Leader of the General Assembly pursuant to section 16 of P.L.1993, c.65 (C.19:44A-10.1) for the purpose of receiving contributions and making expenditures.”

C. 271 POLITICAL CONTRIBUTION DISCLOSURE FORM

Required Pursuant To N.J.S.A. 19:44A-20.26

This form or its permitted facsimile must be submitted to the local unit no later than 10 days prior to the award of the contract.

Part I - Vendor Information

Vendor Name: Fastenal Company
Address: 2001 Theurer Blvd.
City: Winona State: MN Zip: 55987

The undersigned being authorized to certify, hereby certifies that the submission provided herein represents compliance with the provisions of N.J.S.A. 19:44A-20.26 and as represented by the Instructions accompanying this form.

Signature: [Handwritten Signature] Printed Name: Kenneth R. Nance Title: Executive Vice President - Sales

Part II - Contribution Disclosure

Disclosure requirement: Pursuant to N.J.S.A. 19:44A-20.26 this disclosure must include all reportable political contributions (more than \$300 per election cycle) over the 12 months prior to submission to the committees of the government entities listed on the form provided by the local unit.

Check here if disclosure is provided in electronic form.

Table with 4 columns: Contributor Name, Recipient Name, Date, Dollar Amount. Row 1: NONE, \$

Check here if the information is continued on subsequent page(s)

**List of Agencies with Elected Officials Required for Political Contribution
Disclosure
N.J.S.A. 19:44A-20.26**

County Name:

State: Governor, and Legislative Leadership Committees

Legislative District #s:

State Senator and two members of the General Assembly per district.

County:

Freeholders

{County Executive}

County Clerk

Surrogate

Sheriff

Municipalities (Mayor and members of governing body, regardless of title):

**USERS SHOULD CREATE THEIR OWN FORM, OR DOWNLOAD
FROM WWW.NJ.GOV/DCA/LGS/P2P A COUNTY-BASED,
CUSTOMIZABLE FORM.**

DOC #10

STOCKHOLDER DISCLOSURE CERTIFICATION

Name of Business:

[X] I certify that the list below contains the names and home addresses of all stockholders holding 10% or more of the issued and outstanding stock of the undersigned.

OR

[] I certify that no one stockholder owns 10% or more of the issued and outstanding stock of the undersigned.

Check the box that represents the type of business organization:

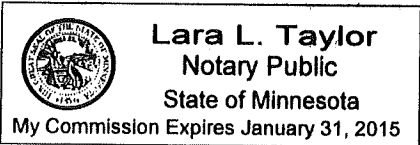
- [] Partnership Proprietorship [X] Corporation [] Sole [] Limited Partnership [] Limited Liability Corporation [] Limited Liability Partnership [] Subchapter S Corporation

Sign and notarize the form below, and, if necessary, complete the stockholder list below.

Stockholders:

Table with 2 columns (Name, Home Address) and 3 rows for stockholder information.

Subscribed and sworn before me this 8 day of December, 2014. (Notary Public) [Signature] My Commission expires: 1/31/2015. [Signature] Kenneth R. Nance, Executive Vice President - Sales (Corporate Seal)



ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Signature below certifies complete acceptance of Region 4 ESC's Open Records Policy, except as noted below (additional pages may be attached, if necessary).

Check one of the following responses to the Acknowledgment and Acceptance of Region 4 ESC's Open Records Policy below:

- We acknowledge Region 4 ESC's Open Records Policy and declare that no information submitted with this proposal, or any part of our proposal, is exempt from disclosure under the Public Information Act.

(Note: All information believed to be a trade secret or proprietary must be listed below. It is further understood that failure to identify such information, in strict accordance with the instructions below, will result in that information being considered public information and released, if requested under the Public Information Act.)

- We declare the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

(Note: Offeror must specify page-by-page and line-by-line the parts of the response, which it believes, are exempt. In addition, Offeror must specify which exception(s) are applicable and provide detailed reasons to substantiate the exception(s).)

12/08/2014

Date



Executive Vice President - Sales

Authorized Signature & Title

ACKNOWLEDGMENT AND ACCEPTANCE
OF REGION 4 ESC's OPEN RECORDS POLICY

Fastenal Company declares the following information to be a trade secret or proprietary and exempt from disclosure under the Public Information Act.

Tab 3 - Appendix F

- Question 9
 - Volume Incentive Rebate
 - Core Item List
- Question 15
 - Public Sector Sales
- Question 32
 - Anticipated Revenue

Tab 5 - Appendix B

- Related Services
 - FAST Solutions Agreement
 - FAST Crib Agreement
 - FMI Agreement

Tab 7 - Appendix C

- Electronic Price Lists
 - Core Item List
 - Fastenal Catalog
 - TCPN - Schedule of Discounts for Catalog Items

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT B
Scope of Work

PROJECT

Contractor will provide Maintenance, Repair and Operations (MRO) Supplies and Related Services TCPN Contract #R142101 as needed and when ordered by the City.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FASTENAL COMPANY**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of Payment as provided in the TCPN Contract #R142101

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$150,000 annually or \$600,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Unit pricing as provided in the terms of the TCPN Contract #R142101 for commodities when purchased on an as-needed basis.

TCPN Discount Schedule for Catalog Items

Category	Discount
01-Fasteners	50%
01.5-Hardware	30%
02-Tools & Equipment	25%
01-Cordless Power Tools	20%
02-Corded Power Tools	20%
03-Safety	25%
05-Hand Protection	32%
04-Raw Materials	20%
05-Abrasives	25%
06-Welding	25%
07-Cutting Tools & Metalworking	25%
07.3-Plumbing	30%
07.5-HVAC	25%
01.5-Filters	35%
08-Hydraulics & Pneumatics	25%
08.3-Power Transmission & Motors	25%
08.5-Fleet & Automotive	25%
09-Electrical	25%
09.5-Lighting	30%
10-Janitorial	30%
03-Wiping Products	40%
05-Trash Cans and Liners	35%
11-Restroom Care	40%
11-Chemicals & Paints	25%
12-Material Handling, Storage, & Packaging	25%
12.5-Lifting and Rigging	30%



Legislation Description

File #: 16-255, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPLACEMENT OF PIPE CONNECTIONS AND MAKE ADDITIONAL PUMP REPAIRS AT THE HILLCREST RANCH BOOSTER STATION

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to amend the linking agreement (C-10060) with J.R. Filanc Construction Company (Filanc) for design and construction services, and approve expenditure of the additional funds of \$48,000 for an increase to the contract in a not exceed amount of \$268,000 for the replacement of pipe connections and make additional pump repairs at the Hillcrest Ranch Booster Station. This cooperative purchase is available through an agreement between the City of Peoria and Filanc, contract ACON18513, and is effective through April 11, 2017.

Background

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

The Hillcrest Ranch Booster Pump Station (HRBPS) near the intersection of 67th Avenue and Deer Valley Road serves to pump water from Zone 2 to Zone 3 in the event the Pyramid Peak Water Treatment Plant is off line or at a reduced capacity. The initial project replaced the existing surge tank and provide other miscellaneous improvements to HRBS in order to provide reliable redundancy of service in the area. During the construction phase, it was determined that the pipe connections needed to be replaced and the pump needed additional repairs.

Analysis

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that has been 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. The cooperative purchase is compliant with Chapter 2, article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

On April 12, 2013, the City of Peoria, Arizona entered into a Job Order Contract (JOC) for Water and Wastewater Treatment Facilities projects (ACON18513). The City of Peoria has subsequently extended the

term of the agreement to April 11, 2015, 2016, and 2017. ACON18513 permits its cooperative use by other governmental agencies. The City of Glendale's Materials Management and the City's Attorney's office have reviewed and approved the utilization of the agreement from the City of Peoria for the defined services, and concur the cooperative purchase is in the best interest of the City.

Previous Related Council Action

On June 23, 2015, Council approved a linking agreement with Filanc for the replacement of the surge tank at the Hillcrest Ranch Booster Station.

Community Benefit/Public Involvement

The ability to move potable water from the lower areas of the City to higher pressure zones ensures continuous service to these areas. This will maintain quality of life and add to the safety and security of Glendale's citizens.

Budget and Financial Impacts

Funding for the amendment is available in the Water Services FY2015-16 capital budget.

Cost	Fund-Department-Account
\$48,000	2400-61049-551200, Zone 3 Water Supply Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
TO
LINKING AGREEMENT BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
J.R. FILANC CONSTRUCTION COMPANY
(HILLCREST RANCH BOOSTER STATION IMPROVEMENTS, Contract No. C-
10060)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and J.R. Filanc Construction Company, a California corporation authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and J.R. Filanc Construction Company, Inc. ("Contractor") previously entered into a Linking Agreement, Contract No. C-10060, dated June 23, 2015("Agreement"); and
- B. The Agreement utilized the City of Peoria's Strategic Alliance for Volume Expenditures (S.A.V.E.) Job Order Contract Agreement for Water and Wastewater Treatment Facilities Projects, ACON 18513 to cooperatively procure services for the replacement of a surge tank at the Hillcrest Booster Station.
- C. The S.A.V.E. contract expired on April 11, 2016, but was extended through April 11, 2017.
- D. The Agreement also provided that it expired in April 11, 2016 unless it was extended in a subsequent written agreement signed by both parties. As authorized in the Agreement, the parties hereby agree to extend the term of the S.A.V.E. Contract through April 11, 2017.
- E. The Agreement also provided that the total purchase price for the services during the initial term (through April 11, 2016) would not exceed \$220,000.00. The City is increasing the amount of compensation to be paid to the Contractor to \$268,000.00 for additional repair work at the Hillcrest Booster Station
- F. 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 April 12, 2016 through April 11, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
3. **Scope of Work.** The Scope of Work shall be amended to include additional replacements and repairs as outlined in Exhibit A; JR Filance Cost Proposal - Change Order #1
4. **Compensation.** The total compensation for the goods, supplies and/or services purchased under this Agreement, from the Effective date through April 11, 2016 shall not exceed the total purchase price of \$268,000.00, including applicable sales tax.
5. **Insurance Certificate.** Current certificate will expire on 12/31/2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **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.
7. **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

Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk

(SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

CONTRACTOR:

J.R Filanc Construction Company, Inc.

By: *Rob Butt*
Its: *General Manager of Arizona*

JR Filanc Cost Proposal - Change Order #1

CLIENT NAME: City of Glendale

Location: HRBS - 6790 W. Deer Valley Rd, Glendale
HRBS Surge Tank Replacement
 Job Title: Scope Addition: Pumps 1-3 New Heads & Extra Repairs

City Project No.: T3D
 Contractor's Job No.: 2668
 Prepared by: Justin Johnson
 Date: 4/18/2016
 Revision: _____

Description of Work to be Performed (supporting information attached): JR Filanc will provide administrative services to contract and coordinate with Navajo Pump for replacement the pump heads and perform additional repair work for pumps 1 thru 3. This includes the procurement of new pump heads that are identical to the existing but with all surfaces having epoxy coatings, replacing various pump components, and performing necessary maintenance as detailed in Navajo Pump's quotes.

SECTION A: LABOR

Position	Unit	Quantity
Project Manager	Hours	12.0

Labor Cost		Position
Each	Total	Total
\$ 77.21	\$ 926.52	\$ 926.52
Total Labor Cost		\$ 926.52

SECTION B: EQUIPMENT

Item	Unit	Quantity
None	Hours	0.0

Equipment		Item
Each	Total	Total
\$ 19.82	\$ -	\$ -
Total Equipment Cost		\$ -

SECTION C: MATERIALS

Item	Unit	Quantity
NONE		0.0

Material		Item
Each	Total	Total
\$ -	\$ -	\$ -
Total Material Cost		\$ -

SECTION D: SUBCONTRACTORS & CONSULTANTS

Company	Description of Work to be Performed (Supporting quote & information attached)	Item Total
Navajo Pump	Pump Head Repair (Budgetary quote - cost for minor additions needed)	\$ 36,687.00
Navajo Pump	Additional Parts and Pump Maintenance	\$ 4,608.00
Total Subcontractor Cost		\$41,295.00

OVERHEAD:	7.2%	(% to be taken from matrix)
PROFIT:	7.8%	(% to be taken from matrix)
Subtotal General Contractor Costs (A+B+C):		\$926.52
O&P (% of A+C):		\$138.98
Total General Contractor Costs including O&P:		\$1,065.50
Subtotal Subcontractor Costs (D)		\$41,295.00
Subcontractor Profit (5% of D)		\$2,064.75
Total Subcontractor Costs including O&P:		\$43,359.75
TOTAL GC Cost (including O&P) and Subcontractor Costs (including Subcontractor Profit):		\$44,425.25
Insurance Costs @ 0.75%		\$333.19
Bond Costs @ 1.20%		\$533.10
Sales Tax (65% of 9.2%)		\$2,708.43
Subtotal Job Cost:		\$48,000
Owner Contingency		\$0.00
Pump Inspection & Repair Allowance		\$0.00
TOTAL JOB COST:		\$48,000

Submitted by:

Justin Johnson - Project Manager
Name, Title

4/18/16
Date

NAVAJO PUMP & SUPPLY

P.O. Box 798 • Tolleson, AZ 85353
 (623) 979-2324 • (623) 979-2399

Proposal

To: Customer: FILANC
 Contact: JUSTIN JOHNSON
 Phone: 602-513-0514
 Fax: jjohnson@filanc.com

ROC 082755

Date Submitted 01/29/15

HILLCREST RANCH - PARTS NEEDED FOR BOOSTERS **Quote Valid for 30 Days**

Product Pricing and Information

Req. Qty.	Product Description	Unit Price	Extended Price
1	2 7/16" X 10' SS SHAFT		727.00
2	1 11/16" X 6' SS SHAFT		404.00
3	2 7/16" BEARINGS		363.00
1	BOLT KIT FOR PUMP #3 - SS		62.00
2	BOLT KIT FOR PUMP #1 & #2 - SS		47.00
4	1 11/16" SS COLLETS		315.00
1	BLAST & COAT 20" BOWL W/THEMEC N140		959.00
2	BLAST & COAT 10" BOWLS W/THEMEC N140		1,051.00
1	REBUILD CHAMPION 2.25" MECH SEAL		1,123.00
	LABOR TO BUILD PUMP SHAFTS AND TURN DOWN BEARINGS		680.00

Not included in CO #1. To be applied to Authorization for Contingency Use #2.

\$4,608.00

Quote Total

~~55,791.00~~

Freight Charges will be added at the time of shipment based on the weight of products shipped. Sales taxes will be added where applicable.

If you have any questions regarding this quote please contact: MARK POSEY

The Above Line Item Component Prices Are Valid For This Quote Only



Legislation Description

File #: 16-267, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SUMMIT ELECTRIC SUPPLY CO., INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE PURCHASE OF ELECTRICAL PARTS FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Summit Electric Supply Co., Inc. (Summit) for the purchase of electrical parts; approve the expenditure of funds in an amount not to exceed \$100,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for four additional one-year terms, in an amount not to exceed \$500,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the City of Tempe and Summit, contract T16-101-03, and is effective through February 5, 2017.

Background

The City's water treatment, distribution, wastewater collection and treatment systems include an array of groundwater wells, booster stations, lift stations and other process equipment. From time to time, this equipment needs maintenance, repair and replacement of electrical parts. The labor is provided by department staff and the parts are purchased as needed. As most vendors do not supply parts for all brands or types of equipment, the City will contract with multiple electrical suppliers. Currently, the City has multiple agreements for electrical parts and intends to contract with additional firms as needed.

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.

On February 6, 2016, the City of Tempe entered into an agreement, contract no. T16-101-03, for electrical parts. This agreement permits its cooperative use by other governmental agencies. The City of Glendale Materials Management and the City Attorney's Office have reviewed and approved the utilization of the agreement for the defined services, and concur the cooperative purchase is in the best interest of the city.

Previous Related Council Action

On December 8, 2015, Council authorized the Acting City Manager to enter into a linking agreement with Summit Electric Supply Co., Inc. for the purchase of electrical parts and the expenditure of funds in an amount not to exceed \$75,000.

Community Benefit/Public Involvement

Maintained equipment ensures reliable and sufficient water and wastewater services for the community.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Water Services operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as electrical parts are needed.

Cost	Fund-Department-Account
\$100,000	2360-17160-523400, Arrowhead Water Reclamation Facility
	2360-17170-523400, West Area Water Reclamation Facility
	2400-17240-523400, Central System Controls
	2400-17280-523400, Central System Maintenance
	2400-17250-523400, Pyramid Peak Water Treatment Plant
	2400-17260-523400, Cholla Water Treatment Plant
	2400-17290-524400, Water Distribution
	2400-17310-523400, Oasis Surface Water Treatment Plant
	2400-17320-523400, Oasis Groundwater Water Treatment Plant

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
SUMMIT ELECTRIC SUPPLY CO, 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 Summit Electric Supply Co. Inc., a New Mexico corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On February 6, 2016, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Tempe entered into a contract with Contractor to purchase the goods and services described in the Electrical Supplies Contract, Contract No. T16-101-03 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was February 6, 2016, until the date the contract expires on February 5, 2017, 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 be extended beyond February 5, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

February 5, 2017. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on February 5, 2021. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred thousand dollars (\$100,000) annually or five hundred thousand dollars (\$500,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Summit Electric Supply Co. Inc.
c/o Jeremiah Rhoden
205 South 29th Street
Phoenix, AZ 85034

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:

Kevin R. Phelps
City Manager

"Contractor"

Summit Electric Supply Co. Inc.,
a New Mexico corporation

By:

Craig Gibson
Name: Craig Gibson
Title: Account 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
SUMMIT ELECTRIC SUPPLY CO, INC.**

EXHIBIT A

City of Tempe Electric Supplies Contract T16-101-03

Contract Award Notice



City Procurement Office/City of Tempe • PO Box 5002 • 20 East 6th Street • Tempe, AZ 85280 • (480) 350-8324 • www.tempe.gov/procurement

Contract Number: T16-101-03

Summit Electric Supply
Jerimiah Rhoden
205 S. 29th Street
Phoenix AZ 85034

Contract Period | 02/06/2016
To
02/05/2017

Phone: (602)267.1000 x4228
Jerimiah.rhoden@summit.com

Vendor Number: 14686

Solicitation/Contract Requirements


This Contract Award Notice is issued for the purchase of **Electrical Supplies** per the terms, conditions, specifications and requirements of **RFP #16-101**. The contract shall remain in effect through **02/05/2017** unless extended, renewed or canceled per terms and conditions of **T16-101-03**. It is to be noted that any contracted vendor document(s) that conflict with the language and requirements of the City's solicitation are not acceptable and will void the contract. In addition, contracted vendor is not to begin work or make delivery of awarded items until any and all required insurance and/or performance bonds are posted with the City Procurement Office.

Item No.	Pricing Item Description	Unit Price
	Per Submittal documents	

Vendor Address Change

If contracted vendor has a change of address for mailing payments and/or for mailing future bid solicitations, it is the vendor's responsibility to notify the City Procurement Officer identified with this contract and to ensure all such mailing address information is kept current. At least once a year, contact the Procurement Officer identified for this contract and ensure your current address has been entered to the City Procurement Office automated system.

Please note that your City of Tempe contract number is **T16-101-03**. This number **must** appear on all receivers, invoices and statements. Payment will be made on a monthly basis following receipt of a monthly itemized statement. Monthly invoices must be segregated by City departments and mailed directly to each City customer department. Invoices **must** be mailed to the following address: City of Tempe, **Division, Attn:**, P.O. Box 5002, Tempe, AZ. 85280. Statements **must** be mailed to: City of Tempe, **Accounting** PO Box 5002, Tempe, Arizona 85280.


Tony Allen, CPPB
Procurement Officer
(480) 350-8548


Michael Greene, CPM
Central Services Administrator

THIS IS NOT A PURCHASE ORDER.
All terms and conditions of this Award Document are per the City's Solicitation Document

REQUEST FOR PROPOSAL

CITY OF TEMPE

REQUEST FOR PROPOSAL : 16-101

RFP ISSUE DATE: 11/20/2015

Commodity Code(s): 033-05

PROCUREMENT DESCRIPTION: Electrical Supplies

PROPOSAL DUE DATE/TIME: **Thursday, December 17, 2015, , 3:00 P.M. Local Time**
Late proposals will not be considered.

PROPOSAL RESPONSE MUST BE DELIVERED TO CITY PROCUREMENT OFFICE.

Mailing Address: P.O. Box 5002, Tempe, AZ 85280
Street Address: 20 E. Sixth Street (2nd Floor), Tempe, AZ 85281

Mailing Alert: Firms should use the Street Address to ensure on-time express deliveries. The Mailing Address provided above routes through the City's internal mail distribution center and may impact delivery time.

PRE-PROPOSAL CONFERENCE (if scheduled): N/A

DEADLINE FOR INQUIRIES: **Monday, December 7, 2015, 5:00 P.M., Local Time**

Sealed proposals must be received and in the actual possession of the City Procurement Office on or before the exact Proposal Due Date/Time indicated above. Proposal responses will be opened and each Offeror's name will be publicly read. Prices are not read and shall be kept confidential until award. Late proposals will not be considered.

Proposals must be submitted by a sealed envelope/package with the Request for Proposal number, Offeror's name and address clearly indicated on the envelope/package. **It is critical that the RFP number be included on the front of the envelope to ensure proper handling.**

Proposals must be completed in ink or typewritten and a completed proposal response returned to the City Procurement Office by the Proposal Due Date/Time indicated above. The "Vendor's Offer" (Form 201-B RFP) must be completed and signed in ink. Proposals by electronic transmission, telegraph, mailgram or facsimile will not be considered.

Offerors are asked to immediately and carefully read the entire Request for Proposal and not later than ten (10) days before the Proposal Due Date/Time, address any questions or clarifications to the Procurement Officer identified below:

Tony Allen _____, CPPB E-mail: tony_allen@tempe.gov Phone No: (480)350.8548

Procurement Officer

Award recommendations are publicly posted to the City Procurement Office web page www.tempe.gov/procurement and at the Procurement Office reception counter.

Submit one (1) original signed and completed proposal response for evaluation purposes. For this specific RFP, one (1) additional copy of RFP response on Flash Drive is also to be submitted for evaluation purposes. A late, unsigned and/or materially incomplete proposal response will be considered nonresponsive and rejected.

The City Procurement Office is committed to fair and equal procurement opportunities for all firms wishing to do business with the City and encourages the participation of small and disadvantaged businesses.

Michael Greene
Michael Greene, C.P.M.
Central Services Administrator

Vendor's Offer

"Return this Section with your Response"

Offeror must complete, sign and submit an original of this form to the City Procurement Office with the proposal response. An unsigned "Vendor's Offer", late proposal response, and/or a materially incomplete response will be considered nonresponsive and rejected. Offeror is to type or legibly write in ink all information required below.

Company Name:	<u>SUMMIT ELECTRIC SUPPLY</u>		
Company Purchase Order Mailing Address:			
Street Address:	<u>205 South 29th Street</u>		
City, State, Zip:	<u>Phoenix, AZ 85034</u>		
Contact Person:	<u>Jerimiah Rhoden</u>	Phone Number:	<u>602-267-1000 EXT 4228</u>
E-mail Address:	<u>Jerimiah.rhoden@summit.com</u>	Cell Number:	<u>602-980-3852</u>
<u>Remit To Information</u>			
Company Name (as it appears on invoice):	<u>SUMMIT ELECTRIC SUPPLY</u>		
Company Payment Remit To Address :			
Street Address:	<u>PO BOX 848345</u>		
City, State, Zip:	<u>Dallas, TX 75284</u>		
<u>Company Tax Information</u>			
If a Tempe-based firm, provide Tempe Transaction Privilege (Sales) Tax No.:	<u>N/A</u>		
<u>Payment Options</u>			
Will your company accept the City's Master Card for payment?	***Not for AR***	Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/>
Will your company accept Payment via ACH (Automated Clearing House) for payment?		Yes	<input checked="" type="checkbox"/> No <input type="checkbox"/>

THIS PROPOSAL IS OFFERED BY

REQUIRED SIGNATURE OF AUTHORIZED OFFEROR (MUST SIGN IN INK)

By signing this Vendor's Offer, Offeror acknowledges acceptance of all terms and conditions contained herein and that prices offered were independently developed without consultation with any other Offeror or potential Offeror. Failure to sign and return this form with proposal response will be considered nonresponsive and rejected.

	<u>12/16/17</u>
Signature of Authorized Offeror	Date
<u>Jerimiah Rhoden</u>	<u>Account Manager</u>
Print or Type Name of Authorized Individual	Title of Authorized Individual

INSTRUCTIONS TO PROPOSERS

Failure to follow these instructions shall result in rejection of proposal for non-responsiveness or cancellation of any Contract awarded.

1. **Preparation of Proposal:**

- A. Proposals shall be submitted to the City of Tempe ("City") in the sequence specified herein, on the forms attached hereto, including Vendor's Offer, Form 201-B (RFP).
- B. All proposals shall be submitted on the forms provided in this Request for Proposal, signed by an authorized signer and returned with the proposal response to the City.
- C. Completed and signed proposal forms for offer, acceptance and any solicitation amendments shall be signed by an authorized individual. Such proposal constitutes an irrevocable Offer to sell the good and/or service specified herein. Offeror shall submit all additional data, documentation, or information as requested by the City, signifying its intent to be bound by the terms of the Request for Proposal.
- D. Negligence in preparation of a proposal confers no right of withdrawal. Offeror is solely responsible for seeking clarification of any requirement and presenting accurate information in the proposal response. The City shall not reimburse any costs for a proposal, or its submission, presentation or withdrawal, for any reason.
- E. Offeror shall identify each subcontractor to be utilized in the services and/or work set forth herein, in the proper form as indicated.

2. **Late, Unsigned and/or Incomplete Proposal:** A late, unsigned and/or materially incomplete proposal will be considered nonresponsive and rejected.

3. **Inquiries:** Questions regarding this Request for Proposal shall be directed to the City Procurement Officer identified on the cover page of this document, unless another City contact is specifically named. Inquiries shall be submitted in writing, identifying the appropriate Request for Proposal's number, page and paragraph at issue. **PLEASE NOTE: Offeror must not place the Request for Proposal's number on the outside of an envelope containing questions.** Oral responses provided by the City shall have no binding effect or legal effect. Inquiries should be submitted no later than ten (10) days before proposal due date/time. Those received within ten (10) days of the proposal due date/time shall not be considered. The City reserves the right to contact Offerors to obtain additional information for use in evaluating proposal and solicitation requirements.

4. **Proposal Conference:** If a proposal conference is scheduled, Offeror shall attend the conference to seek clarification of any points of confusion or requirements at issue.

5. **Withdrawal of Proposal:** At any time before the specified proposal due date and time, an Offeror may withdraw its proposal by way of written correspondence from the Offeror or its authorized representative.

6. **Proposal Addenda:** Receipt and acceptance of a Request for Proposal Addendum shall be acknowledged by signing and returning the document either with the vendor's proposal response or by separate envelope prior to proposal due date/time. Failure to sign and return an addendum prior to the proposal due date/time may result in the proposal being considered nonresponsive to that portion of the Request for Proposal and may result in rejection.

7. **Evaluation:** The City shall determine whether a proposal meets the specifications and requirements of this Request for Proposal, at its sole discretion, and reject any proposals not meeting the intent or requirements set forth therein. The City reserves the right to reject any and all proposals.

8. **Payment:** For a single requirement purchase, the City will make an effort to remit payment within thirty (30) calendar days from receipt and approval of acceptable products, materials and/or services and approval of correct invoice. For ongoing term Contract purchases, the City will make an effort to remit payment within thirty (30) calendar days from approval of monthly statement.
9. **Discounts:** Payment discounts periods shall be computed from the date of receipt of acceptable products, materials and/or services or correct invoice, whichever is later to the date payment is mailed. Discounts shall be taken on the full amount of the invoice, unless otherwise indicated. The City shall be entitled to receive any discounts offered by Offeror, if payment is made within the discount period.
10. **Compliance with City Solicitation Requirements:** Unless stated otherwise in this Request for Proposal, the City reserves the right to award by individual line item, by group of items, or as a total at the City's discretion. The City expressly reserves the right to waive any immaterial defect or informality, or reject any or all proposals, or portions thereof, or reissue this Request for Proposal.
11. **Award of Contract:** A proposal shall constitute a binding Offer to Contract with the City based on the terms, conditions and specifications contained in this Request for Proposal. An Offeror shall become a Contractor only upon execution of a formal Contract from the City Procurement Office ("Contract"). Unless this Request for Proposal includes separate contract document(s) or requires the Offeror to submit a contract for review, a contract shall be formed when the City Procurement Office provides a written notice of award or a purchase order to the successful Offeror. All items and conditions of the Contract are contained herein, unless modified by an amendment approved by the City. Proposals that take exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the vendor's Offer to be considered non-responsive and rejected. Exceptions will be evaluated on an individual basis to determine compliance with the purpose and intent of the terms and conditions stated within this solicitation. The City shall be the sole judge as to whether an exception complies with the general purpose and intent of any term, condition and/or specification set forth herein.
12. **Taxes:** All materials, equipment and/or products shall be proposed as F.O.B. City, prepaid. Unless specified herein, sales, use or federal excise tax shall not be included in proposal pricing. The City is exempt from payment of federal excise tax. For proposal evaluation, transaction (sales) privilege tax paid (returned) to the City is considered a pass-through cost, calculated as zero (0) expense. For information on privilege (sales) tax, please contact the City's Tax and License Office at (480) 350-2955 or visit their web site at www.tempe.gov/salestax.
13. **Payment by City Procurement Card:** The City Procurement Office may elect to remit payment through the use of a City procurement card. Each Offeror may indicate on the Price Sheet of this Request for Proposal its ability to accept City procurement card payments. The inability to accept payment by City procurement card will not disqualify a proposal.
14. **Proposal Results:** Offerors may attend the scheduled proposal opening at which the name of each Offeror will be publicly read. All other information contained in the proposals shall be kept confidential until contract is awarded. After award of contract, an appointment may be made with the City Procurement Officer to review proposal documents. Formal Contract award results shall be placed on the Procurement Office web page (www.tempe.gov/procurement) and posted at the front counter of the Procurement Office at the time the Contract award is approved by the City Council. Award recommendations may also be viewed via the City Clerk's web site normally up to five (5) days prior to the scheduled City Council meeting by visiting (<http://documents.tempe.gov/sirepub/web>).
15. **Protests:** Any actual or prospective Offeror who is aggrieved in conjunction with this Request for Proposal or award may protest the award to the City Procurement Office. A protest based upon alleged improprieties in this Request for Proposal that are apparent before the proposal opening shall be filed prior to the proposal due date/time. A protest concerning an award recommendation must be filed within ten (10) business days after the date of award. Up to five (5) days before award of a contract, the City Procurement Office will post award recommendations on the City Clerks web site at (http://documents.tempe.gov/sirepub/?sort=meet_date) and at the Procurement Office front counter and website for public review (www.tempe.gov/procurement). A protest shall

be in writing and include the protester's name, address and phone number, identification of the solicitation or Contract being protested, a detailed statement of the legal and factual grounds of the protest, including copies of all relevant documents, and the form of relief requested. A protest is to be on the protester's company letterhead and signed by the protestor or its authorized representative.

16. **Compliance of Proposal Offeror/Contractor Forms:** Any documents or forms (including separate contract, maintenance agreement or training agreement intended by the Offeror to be utilized in any resulting Contract, must be submitted with proposal. Any documents inconsistent with or taking exception to the terms, conditions, specifications and/or other requirements stated within this Request for Proposal may cause the proposal to be considered as nonresponsive and rejected. No documents will be considered unless submitted with vendor's proposal Offer and approved by the City Procurement Office.
17. **Definitions:** For purposes of this Request for Proposal and resultant Contract, the following definitions apply:
- A. "City" means the municipal corporation of the City of Tempe, Arizona.
 - B. "Code Governance" means unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
 - C. "Contract" means the agreement for the procurement of goods, services, work, construction or concessions.
 - D. "Contractor" means an Offeror responding to a Request for Proposal who has been awarded a Contract with the City.
 - E. "Offer" means a written offer to furnish goods, services, work, materials, construction and/or concessions to the City, in conformity with the standards, specifications, delivery terms and conditions, and all other requirements established in a competitive solicitation.
 - F. "Offeror" means a business, entity or person who submits an Offer in response to a competitive solicitation.
 - G. "Public Record" means proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award.
 - H. "Purchase Order" means a document issued by the City Procurement Office directing the Contractor to deliver goods, services, work, materials, construction and/or concessions to the City.
 - I. "Request for Proposal" means a competitive solicitation issued by the City for the procurement of goods, services, work, materials, construction and/or concessions.
18. **Responsiveness to Specifications:** Performance or feature requirements which are designated as mandatory or minimums are needed in order to satisfy an identified task or performance need. A description is given for each designated feature. This description shall be used to determine if the Offeror's proposed product(s) and/or service(s) is/are capable of performing the function(s) specified in the Request for Proposal.

It is recognized that more than one method may be used to accomplish the sought after task functionality. If Offeror has an alternate method of performing functional tasks, then Offeror shall list such method as an "alternate", and described in full detail within the Proposal. The City shall be the sole judge as to whether any alternate methodology will be accepted.

"Must", "shall", "will", "minimum", "required" and/or "mandatory" performance/feature statements must be met or exceeded by the Offeror. Should no Offeror be found totally responsive to all designated Request for Proposal

requirements, the City at its option, may either award the Contract to the most responsive Offeror or cancel the Request for Proposal and issue another Request for Proposal for the need under revised specifications.

19. **Technical Questionnaire:** Offeror must complete the Technical Questionnaire portion of this Request for Proposal and provide any documentation required to support the answers to the Questionnaire. Questionnaire items, which are designated as mandatory, are needed to satisfy a required task or performance criteria. Items, which may be listed as desirable, are not required to be responsive to the Request for Proposal and will be relatively evaluated against other proposals in making a final award decision.

If supporting documentation is required, Offeror shall provide the documentation in the sequence set forth in the Request for Proposal and ensure all technical literature and/or narrative explanations fully address the specifics of the question. Vague or disorganized responses that do not allow sufficient information for evaluation purposes may result in rejection of a Proposal.

20. **Proposal Opening:** Proposals shall be opened at the time and place designated on the cover page of this Request for Proposals. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in its evaluation. Prices shall not be read. After Contract award, the proposals and the evaluation documentation shall be open for public inspection.

21. **Technical Proposal Opening:** Technical proposals (as received in step one of a two step bidding process) shall be opened at the time and place designated on the cover page of this document. The name of each Offeror and the identity of the Request for Proposal for which the proposal was submitted shall be publicly read and recorded in the presence of witnesses. Proposals, modifications and all other information received in response to this Request for Proposal shall be shown only to City personnel having a legitimate interest in the evaluation. Evaluation documentation to substantiate technical proposal selection(s) shall be open for public inspection.

22. **Proposal Evaluation and Award:** Award(s) shall be made to the responsible Offeror whose proposal is determined in writing to be the most advantageous to the City, taking into consideration the evaluation factors set forth in the Request for Proposal. The City shall be the sole judge as to the acceptability of the products and/or services offered.

23. **Clarifications and Negotiations with Offerors and Revisions to Proposal:** Clarifications may be made with any submitting firm at any time during the evaluation phase of this procurement. Clarifications are not negotiations and may be utilized by the City to ensure thorough and complete understanding of, and responsiveness to, the solicitation requirements. Negotiations may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award. The purpose of negotiations is to allow the City and the Offeror(s) to revise initial Offers through an exchange or series of exchanges. Should the City elect to call for final proposal revisions (best and final Offers), Offerors shall be accorded fair and equal treatment with respect to any opportunity for negotiations and revision of proposals, and such revisions may be permitted after submissions and prior to award. In conducting clarifications and negotiations there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such negotiations shall include but not be limited to:

- A. Determine in greater detail such Offeror's qualifications;
- B. Explore with the Offeror the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- C. Determine that the Offeror will make available the necessary personnel and facilities to perform within the required time; and
- D. Agree upon compensation which is fair and reasonable, taking into account the estimated value of the required services, and the scope, complexity and nature of such services.

24. **Code Governance:** Unless otherwise specified herein, the provisions of the Tempe City Code, Chapter 26A shall apply and govern this Request for Proposal.
25. **Public Record:** Proposals and all other documents submitted in response to this solicitation shall become the property of the City and shall be a matter of public record available for review following the Contract award. Material portions of the recommended Offer(s) as determined by the City may be posted to the City's web site up to five (5) days prior to the City Council meeting.

STANDARD TERMS & CONDITIONS

Please note that these Standard Terms & Conditions shall be fully complied with by Offeror. Failure to comply with these requirements may result in rejection of a proposal for non-responsiveness, or cancellation or termination of any awarded Contract.

1. **Applicable Law:** This Contract shall be governed by, and 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 Request for Proposal and resultant Contract, and all statutes or ordinances pertaining specifically to the City. This Contract shall be governed by State of Arizona law and suits pertaining to this Contract may only be brought in courts located in Maricopa County, Arizona.
2. **Arizona Climate Action Compliance:** Offeror shall comply with all applicable standards, laws, rules, orders and regulations issued pursuant to A.R.S. §49-101, *et seq.*, including but not limited to, Arizona Executive Orders Nos. 2006-13 and 2005-02, with regard to reducing GHG emissions, increasing energy efficiency, conserving natural resources and developing renewable energy sources.
3. **Availability of Funds for the Next Fiscal Year:** The City's obligation for performance of the Contract is contingent upon the availability of City, state and federal funds that are allocated or appropriated for payment obligations of the Contract. If funds are not allocated by the City or available for the continued use or purchase of services, work and/or materials set forth herein, the City may terminate the Contract. The City will use reasonable efforts to notify Contractor of such non-allocation affecting the obligations of the Contractor and/or City. The City shall not be penalized or adversely affected for exercise of its termination rights. Further, the City shall in no way be obligated or liable for additional payments or other damages as a result of such termination. No legal liability on the part of the City for any payment may arise for performance under this Contract.
4. **Certification:** By signing the "Vendor's Offer", form 201-B (RFP), the Offeror certifies:
 - A. The submission of the vendor's proposal Offer response did not involve collusion or other anti-competitive practices.
 - B. Offeror agrees that it will comply with section 2-603(5) of the Tempe City Code ("TCC"), and will not refuse to hire or employ or bar or discharge from employment any person or discriminate against such person in compensation, conditions, or privileges of employment because of race, color, gender, gender identity, sexual orientation, religion, national origin, familial status, age, disability, or United States military veteran status. Offeror further agrees to provide a copy of its antidiscrimination policy to the City's Procurement Officer to demonstrate compliance with TCC section 2-603(5), or attest in writing to its compliance in accordance with the attached Affidavit of Compliance.
 - C. 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 sign the "Vendor's Offer" or signing it with a false statement shall void the submitted proposal and any resulting Contract. In addition, the Offeror may be barred from future proposal and bidding participation with the City and may be subject to such further actions as permitted by law.
 - D. The Offeror agrees to promote and offer to the City only those materials and/or services as stated and allowed by this Request for Proposal and resultant Contract award. Violation of this condition shall be grounds for Contract termination by the City.

- E. The Offeror expressly warrants that it has and will continue to comply in all respects with Arizona law concerning employment practices and working conditions, pursuant to A.R.S. § 23-211, *et seq.*, and all laws, regulations, requirements and duties relating thereto. Offeror further warrants that to the extent permitted by law, it will fully indemnify the City for any and all losses arising from or relating to any violation thereof.
- F. Contractor agrees and covenants that it will comply with any and all applicable governmental restrictions, regulations and rules of duly constituted authorities having jurisdiction insofar as the performance of the work and services pursuant to the Contract, and all applicable safety and employment laws, rules and regulations, including but not limited to, the Fair Labor Standards Act, the Walsh-Healey Act, and the Legal Arizona Workers Act (LAWA), and all amendments thereto, along with all attendant laws, rules and regulations. Contractor acknowledges that a breach of this warranty is a material breach of this Contract and Contractor is subject to penalties for violation(s) of this provision, including termination of this Contract. City retains the right to inspect the documents of any and all contractors, subcontractors and sub-subcontractors performing work and/or services relating to the Contract to ensure compliance with this warranty. Any and all costs associated with City inspection are the sole responsibility of Contractor. Contractor hereby agrees to indemnify, defend and hold City harmless for, from and against all losses and liabilities arising from any and all violations thereof.
5. **Commencement of Work:** Contractor is cautioned not to commence any work or provide any materials or services under the Contract until and unless Contractor receives a purchase order, Notice to Proceed, or is otherwise directed in writing to do so, by the City.
6. **Confidentiality of Records:** The Contractor shall establish and maintain procedures and controls that are acceptable to the City for the purpose of assuring that no information contained in its records or obtained from the City or from others in carrying out its functions under the Contract shall be used by 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, unless otherwise agreed to in writing by the City.
7. **Conflict of Interest:** This Contract is subject to the cancellation provisions of A.R.S. § 38-511.
8. **Contract Formation:** This Contract shall consist of this Request for Proposal and the vendor's proposal Offer submitted, as may be found responsive and approved by the City. In the event of a conflict in language between the documents, the provisions of the City's Request for Proposal shall govern. The City's Request for Proposal shall govern in all other matters not otherwise specified by the Contract between the parties. All previous contracts between the Offeror and the City are not applicable to this Contract or other resultant contracts. Any contracted vendor documents that conflict with the language and requirements of the City's solicitation are not acceptable and void the Contract.
9. **Contract Modifications:** This Request for Proposal and resultant Contract may only be modified by a written contract modification issued by the City Procurement Office and counter-signed by the Contractor. Contractors are not authorized to modify any portion of this solicitation or resulting Contract without the written approval of the City Procurement Office and issuance of an official modification notice.
10. **Contracts Administration:** Contractor must notify the designated Procurement Officer from the City's Procurement Office for guidance or direction of matters of Contract interpretation or problems regarding the terms, conditions or scope of this Contract. The Contract shall contain the entire agreement between the City and the Contractor and the Contract shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders or master agreements in any form.

11. **Cooperative Use of Contract:** Any Contract resulting from this solicitation shall be for the use of the City of Tempe. In addition, public and nonprofit agencies that have entered into a Cooperative Purchasing Agreement with the City of Tempe's Department of Procurement are eligible to participate in any subsequent Contract. Additionally, this Contract is eligible for use by the Strategic Alliance for Volume Expenditures (SAVE) cooperative. See <http://www.maricopa.gov/Materials/SAVE/save-members.pdf> for a listing of participating agencies. The parties agree that these lists are subject to change. Any such usage by other municipalities and government agencies must be in accord with the ordinance, charter and/or rules and regulations of the respective political entity.

Any orders placed to, or services required from, the successful Contractor(s) will be requested by each participating agency. 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. Contractor shall be responsible for correctly administering this Contract in accordance with all terms, conditions, requirements, and approved pricing to any eligible procurement unit.

12. **Dispute Resolution:** This Contract is subject to arbitration to the extent required by law. If arbitration is not required by law, the City and the Contractor agree to negotiate with each other in good faith to resolve any disputes arising out of the Contract. In the event of any legal action or proceeding arising out of this Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees and costs incurred with said fees and costs to be included in any judgment rendered.
13. **Energy Efficient Products:** The City may consider energy conservation factors including costs in the evaluation of equipment and product purchases for the purpose of obtaining energy efficient products. In addition, vendor proposal Offers may specify items that have been given an energy efficient classification by the federal government for consideration by the City.
14. **Billing:** All invoices submitted by Contractor for the City's review and approval shall be in itemized form to identify the specific item(s) being billed. Items must be identified by the name, model number, and/or serial number most applicable. Any purchase/delivery order issued by the City shall refer to the Contract number resulting from this Request for Proposal. Separate invoices are required on individual contracts or purchase orders. Only invoices with items resulting from this Request for Proposal will be accepted for review and approval by the City.
15. **Estimated Quantities:** This Request for Proposal references quantities as a general indication of the City's needs. The City anticipates considerable activity resulting from Contracts that will be awarded as a result of this Request for Proposal; however, the quantities shown are estimates only and the City reserves the right to increase or decrease any quantities actually acquired, in its sole discretion. No commitment of any kind is made concerning quantities and Offeror hereby acknowledges and accepts same.
16. **Events of Default and Termination:**
- A. The occurrence of any or more of the following events shall constitute a material breach of and default under the Contract. The City reserves the right to terminate the whole or any part of the Contract due to Contractor's failure to fully comply with any term or condition herein.
- i) Any failure by Contractor to pay funds or furnish materials, services and/or goods that fail to conform to any requirement of this Contract or provide personnel that do not meet Contract requirements;
- ii) Any failure by Contractor to observe, perform or undertake any provision, covenant or condition of this Contract to be observed or performed by Contractor herein, including but not limited to failing to submit any report required herein;

- iii) Any failure to make progress in the performance required pursuant to the Contract and/or gives the City reason to believe that Contractor cannot or will not perform to the requirements of the Contract; or,
 - iv) Any failure of Contractor to commence construction, work or services within the time specified herein, and to diligently undertake Contractor's work to completion.
 - B. Upon and during the continuance of an event of default, the City, at its option and in addition to any other remedies available by law or in equity, without further notice or demand of any kind to Contractor, may do the following:
 - i) Terminate the Contract;
 - ii) Pursue and/or reserve any and all rights for claims to damages for breach or default of the Contract; and/or,
 - iii) Recover any and all monies due from Contractor, including but not limited to, the detriment proximately caused by Contractor's failure to perform its obligations under the Contract, or which in the ordinary course would likely result there from, including, any and all costs and expenses incurred by the City in: (a) maintaining, repairing, altering and/or preserving the premises (if any) of the Project; (b) costs incurred in selecting and retaining substitute Contractor for the purchase of services, materials and/or work from another source; and/or (c) attorneys' fees and costs in pursuing any remedies under the Contract and/or arising there from.
 - C. The exercise of any one of the City's remedies as set forth herein shall not preclude subsequent or concurrent exercise of further or additional remedies. In addition, the City shall be entitled to terminate this Contract at any time, in its discretion. The City may terminate this Contract for default, non-performance, breach or convenience, or pursuant to A.R.S. § 38-511, or abandon any portion of the project for which services have not been fully and/or properly performed by the Contractor.
 - D. Termination shall be commenced by delivery of written notice to Contractor by the City personally or by certified mail, return receipt requested. Upon notice of termination, Contractor shall immediately stop all work, services and/or shipment of goods hereunder and cause its suppliers and/or subcontractors to cease work pursuant to the Contract. Contractor shall not be paid for work or services performed or costs incurred after receipt of notice of termination, nor for any costs incurred that Contractor could reasonably have avoided.
 - E. The City, in its sole discretion, may terminate or reduce the scope of this Contract if available funding is reduced for any reason.
- 17. **Termination for Convenience:** The City at its sole discretion may terminate this Contract for convenience with thirty (30) days advance notice to Contractor. Contractor shall be reimbursed for all appropriate costs as provided for within the Contract up to the termination date specified.
- 18. **Force Majeure:**
 - A. Except for payment of sums due, neither party shall be liable to the other nor deemed in default under the Contract only in the event that and to the extent that such party's performance of the Contract is prevented by reason of force majeure. 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, mobilization, labor disputes, civil disorders, fire, floods, lockouts, injunctions, failures or refusal 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.

B. Force majeure shall not include the following occurrences:

- i) 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.
- ii) Late performance by a subcontractor.

C. 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 of the commencement thereof and shall specify the causes of such delay in the notice. Such notice shall be hand delivered or sent via certified mail and shall make a specific reference to this clause, 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 by hand delivery or certified mail when it has done so. 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 the Contract.

19. **Gratuities:** The City may elect to terminate any resultant Contract, if it is found that gratuities in any form were offered or given by the Contractor or agent thereof, to any employee of the City or member of a City evaluation committee with a view toward securing an order, securing favorable treatment with respect to awarding, amending or making of any determinations with respect to performing such order. In event the Contract is terminated 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 Contractor the amount of gratuity.
20. **Indemnification:** To the fullest extent permitted by law, the Contractor shall defend, indemnify and hold harmless the City, its agents, officer, officials, and employees from and against all claims, damages, losses and expenses (including but not limited to attorney's fees, court costs, and the costs of appellate proceedings), arising out of, or alleged to have resulted from the acts, errors, mistakes, omissions, work, services, or professional services of the Contractor, its agents, employees, or any other person (not the City) for whose acts, errors, mistakes, omissions, work, services, or professional services the Contractor may be legally liable in the performance of this Contract. Contractor's duty to hold harmless and indemnify the City, its agents, officers, officials and employees shall arise in connection with any claim for damage, loss or expenses that is attributable to bodily injury, sickness disease, death, or injury to, impairment, or destruction of any person or property, including loss of use resulting from, caused by any acts, errors, mistakes, omissions, work, services, or professional services in the performance of this Contract by Contractor or any employee of the Contractor or any other person (not the City) for whose acts, errors, mistakes, omissions, work, or services the Contractor may be legally liable. The amount and type of insurance coverage requirement set forth herein will in no way be construed as limiting the scope of indemnity in this paragraph. This provision shall survive the term of this Contract.
21. **Interpretation of Parole Evidence:** This Contract is intended as a final expression of the agreement between the parties and as a complete and exclusive statement of the Contract, unless the signing of a subsequent Contract is specifically called for in this Request for Proposal. No course of prior dealings between the parties and no usage of the trade shall be relevant to supplement or explain any term used in the Contract. Acceptance or acquiescence in a course of performance rendered under this Contract shall not be relevant to determine the meaning of the Contract, even though the accepting or acquiescing party has knowledge of the nature of the performance and opportunity to object.

Contractor shall respond within five (5) calendar days after notice by the City of any defects and/or maintenance requests to immediately remedy the condition of the job site. Should the Contractor fail to respond promptly as set forth herein, the City shall correct the job site at the expense of the Contractor, and recover all attendant costs.

22. **Key Personnel:** Contractor shall provide adequate experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this Contract during the Contract term and any renewal periods. The Contractor must agree to assign specific individuals to the key positions.
- A. The Contractor agrees that, once assigned to work under this Contract, key personnel shall not be removed or replaced without prior written notice to the City.
- B. If key personnel are not available for work under this Contract for a continuous period exceeding thirty (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 replace each person with personnel of substantially equal ability and qualifications upon prior City approval.
23. **Licenses and Permits:** 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, at its sole expense.
24. **No Assignment:** No right or interest in this Contract shall be assigned by Contractor and no delegation of any duty of Contractor shall be made without prior written permission of the City.
25. **Notices:** All notices, requests, demands, consents, approvals, and other communications which may or are required to be served or given hereunder (for the purposes of this provision collectively called "Notices"), shall be in writing and shall be hand delivered or sent by registered or certified United States mail, return receipt requested, postage prepaid, addressed to the party or parties to receive such notice as follows:

City of Tempe Procurement Office
 Attn: Procurement Officer
 20 E. 6th Street (Second Floor)
 PO Box 5002
 Tempe, Arizona 85280

[Contractor's Name]
 [Attn of Offeror Named in Contract]
 [Address]

Or to such other address as either party may from time to time furnish in writing to the other by notice hereunder.

26. **No Waiver:** No breach of default hereunder shall be deemed to have been waived by the City, except by written instrument to that effect signed by an authorized agent of the City. No waiver of any such breach or default shall operate as a waiver of any other succeeding or preceding breach or default or as a waiver of that breach or default after demand by the City for strict performance of this Contract. Acceptance of partial or delinquent payments or performance shall not constitute the waiver of any right of the City. Acceptance by the City for any materials shall not bind the City to accept remaining materials, future shipments or deprive the City of the right to return materials already accepted. Acceptance by the City of delinquent or late delivery shall not constitute a waiver of a later claim for damages and/or bind the City for future or subsequent deliveries.
27. **Overcharges by Antitrust Violations:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the City. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as the goods and/or services used fulfill the Contract.
28. **Performance Standards:** Equipment shall operate in accordance with the performance criteria specified in the Request for Proposal, including the manufacturer's published specifications applicable to the machine involved. Each machine is expected to be available for productive use, as provided in the procurement documents. Penalties and/or bonuses applicable to machine and system performance, if any, shall be calculated as specified in the Request for Proposal.

29. **Preparation of Specifications by Persons Other Than City Personnel:** No person preparing specifications for this Request for Proposal shall receive any direct or indirect benefit from the use of these specifications.
30. **Procurement of Recycled Materials:** If the price of recycled material that conforms to specifications is within five percent (5%) of the lower priced material that is not recycled and the recycled Offeror is otherwise the lowest responsive and responsible Offeror, the proposal containing recycled material shall be considered more advantageous; provided the item(s) to be obtained contains at least the minimum amount of recycled content material as defined in the City's solicitation and sufficient funds have been budgeted for the purchase.
31. **Provisions By Law:** Each and every provision of law and any clause required by law to be in this 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.
32. **Public Record:** After award of Contract, proposal responses shall be considered public record and open for public inspection except to the extent the withholding of information is permitted or required by law. If an Offeror believes a specific section of its proposal response is confidential, the Offeror shall mark the page(s) confidential and isolate the pages marked confidential in a specific and clearly labeled section of its proposal response. The Offeror shall include a written statement as to the basis for considering the marked pages confidential and the City Procurement Office will review the material and make a determination, pursuant to A.R.S. §§ 39-121, *et seq.*, and 41-1330, *et seq.* A general statement of confidentiality (boiler plate statement) that is not appropriately referenced to a specific section of the RFP will not be sufficient to warrant protection by the City. The confidential portion of the submission must be clearly noted with accompanying justification for treating the section confidential. Failure of the vendor to appropriately designate confidential information in this manner will relieve the City of any obligation to protect this information as confidential.
33. **Records:** Pursuant to provisions of Title 35, Chapter 1, Article 6 Arizona Revised Statutes §§ 35-214 and 36-215, Contractor shall retain, and shall contractually require each subcontractor to retain, all books, accounts, reports, files and other records relating to the acquisition and performance of the Contract for a period of five (5) years after the completion of the Contract. All such documents shall be subject to inspection and audit at reasonable times. Upon request, a legible copy of any or all such documents shall be produced at the offices of the City Attorney or City Procurement Office.
34. **Relationship of Parties:** It is clearly understood that each party to this Contract will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other party. The Contractor is an independent contractor and shall be solely responsible for any unemployment or disability insurance payments, or any social security, income tax or other withholdings, deductions or payments that may be required by federal, state or local law with respect to any compensation paid to the Offeror. An employee or agent of one party shall not be an employee or agent of the other party for any purpose whatsoever.
35. **Rights and Remedies:** No provisions of this Request for Proposal or in the proposal shall be construed, expressly or by implication, as a 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 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, shall not release the Contractor from any responsibilities or obligations imposed by the 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.
36. **Safety Standards:** All items supplied on this Contract must comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code and the National Fire Protection Association Standards.

37. **Serial Numbers:** Proposals shall include equipment on which the original manufacturer's serial number has not been altered in any way. The City reserves the right to reject any and all equipment.
38. **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.
39. **Specially Designated Nationals and Blocked Persons List:** Contractor represents and warrants to the City that neither Contractor nor any affiliate or representative of Contractor:
- A. Is listed on the Specially Designated Nationals and Blocked Persons List maintained by the Office of Foreign Asset Control, Department of the Treasury (OFAC) pursuant to Executive Order no. 13224, 66 Fed. Reg. 49079 ("Order");
 - B. Is listed on any other list of terrorists or terrorist organizations maintained pursuant to the Order, the rules and regulations of OFAC or any other applicable requirements contained in any enabling legislation or other related Order(s);
 - C. Is engaged in activities prohibited in the Order; or,
 - D. Has been convicted, pleaded *nolo contendere*, indicted, arraigned or custodially detained on charges involving money laundering or predicate crimes to money laundering.
40. **Time of the Essence:** Time is and shall be of the essence in this Contract. If the delivery date(s) specified herein cannot be met, Contractor shall notify the City using an acknowledgment of receipt of order and intent to perform without delay, for instruction. The City reserves the right to terminate this Contract and to hold Contractor liable for any cost of cover, excess cost(s) or damage(s) incurred as a result of delay.
41. **Unauthorized Firearms & Explosives:** No person conducting business on City property is to carry a firearm or explosive of any type. All Offerors, Contractors and subcontractors shall honor this requirement at all times and failure to honor this requirement shall result in Contract termination and additional penalties. This requirement also applies to any and all persons, including those who maintain a concealed weapon's permit. In addition to Contract termination, anyone carrying a firearm or explosive device will be subject to further legal action.
42. **Warranties:** Contractor expressly warrants that all materials and/or goods delivered under the Contract shall conform to the specifications of this Contract, and be merchantable and free from defects in material and workmanship, and of the quality, size and dimensions specified herein. This express warranty shall not be waived by way of acceptance or payment by the City, or otherwise. Contractor expressly warrants the following:
- A. All workmanship shall be finest and first-class;
 - B. All materials and goods utilized shall be new and of the highest suitable grade for its purpose; and,
 - C. All services will be performed in a good and workmanlike manner. Contractor's warranties shall survive inspection, acceptance and/or payment by the City, and shall run to the City, its successors, agents and assigns.

The Contractor agrees to make good by replacement and/or repair, at its sole expense and at no cost to the City, any defects in materials or workmanship which may appear during the period ending on a date twelve (12) months after acceptance by the City, unless otherwise specified herein. Should Contractor fail to perform said replacement and/or repair to City's satisfaction within a reasonable period of time, City may correct or replace said defective or nonconforming materials and recover the costs thereof from Contractor. This warranty shall not

operate to reduce the statute of limitations period for breach of contract actions or otherwise, or reduce or eliminate any legal or equitable remedies.

43. **Work for Hire and Ownership of Deliverables:** Contractor hereby agrees and covenants that all the results and proceeds of Contractor's work and/or services for the Project specified herein, for Contractor and all of its agents, employees, officers and subcontractors, shall be owned by the City, including the copyright thereto, as work for hire. In the event, for any reason such results and proceeds are not deemed work for hire, Contractor agrees and covenants that it shall be deemed to have assigned to the City all of its right, title and interests in such results, proceeds and content to the City, without limitation. Contractor agrees to indemnify and hold the City harmless from and against all claims, liability, losses, damages and expenses, including without limitation, legal fees and costs, arising from or due to any actual or claimed trademark, patent or copyright infringement and any litigation based thereon, with respect to any work, services and/or materials contemplated in this Contract. Contractor agrees to pay to defend any and all such actions brought against the City. Contractor's obligations hereunder shall survive acceptance by the City of all covenants herein as well as the term of the Contract itself.
44. **Non-exclusive Contract:** Any Contract resulting from this Request for Proposal shall be awarded with the understanding and agreement that it is non-exclusive and entered into for the sole convenience of the City. The City reserves the right to obtain like goods or services from another source to secure cost savings or if timely delivery may be met by the Contractor
45. **Ordering Process:** Upon award of a Contract by the City Procurement Office, the City may procure the specific material and/or service awarded by the issuance of a purchase order to the appropriate Contractor. Each purchase order must cite the correct Contract number. Such purchase order is required for the City to order and the Contractor to deliver the material and/or service.
46. **Shipping Terms:** Prices shall be F.O.B. Destination to the delivery location(s) designated herein. Contractor shall retain title and control of all goods until they are delivered and the Contract of coverage has been completed. All risk of transportation and all related charges shall be the responsibility of the Contractor. The City will notify the Contractor promptly of any damaged materials and shall assist the Contractor in arranging for inspection. Shipments under reservation are prohibited. No tender of a bill of lading shall operate as a tender of the materials.
47. **Delegated Awards:** In the event this Contract is administratively awarded via delegated authority as provided for in Section 26A-5 of the Procurement Ordinance, the Contractor acknowledges that a final Contract with the City of Tempe requires City Council approval and possibly the signature of the Mayor. Should this Contract be rejected by the City Council, Contractor agrees that it is immediately void and unenforceable against any party. The awarded firm(s) will be compensated only for any and all costs incurred up to the date of notification of such termination.

Special Terms and Conditions

Proposals taking exception to Special Terms & Conditions stated within this Request for Proposal may cause the Proposal to be considered nonresponsive and rejected.

1. **City Procurement Document:** This Request for Proposal is issued by the City. No alteration of any portion of this Request for Proposal by an Offeror is permitted and any attempt to do so shall result in vendor's proposal Offer being considered nonresponsive, and rejected. No alteration of any portion of a resultant Contract is permitted without the written approval of the City Procurement Office and any attempt to do so shall be considered a breach of the Contract. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, Contract termination and/or suspension of the Contractor.
2. **Offer Acceptance Period:** To allow for an adequate evaluation, the City requires the vendor's proposal Offer in response to this Request for Proposal to be valid and irrevocable for one hundred twenty (120) days after the proposal due time and date.
3. **Contract Type:** Term with justifiable price adjustments allowed, indefinite quantity.
4. **Term of Contract:** The term of the Contract shall commence on the date of award and shall continue for a period of one (1) years thereafter, unless terminated, canceled or extended as otherwise provided herein.
5. **Contract Renewal:** The City reserves the right to unilaterally extend the period of any resultant Contract for ninety (90) days beyond the stated term. In addition, the City at its option may renew for supplemental terms of up to a maximum of four (4) additional years. The period for any single renewal increment shall be determined by the City Procurement Office. Such increment shall not be for more than a period of one (1) year each, unless the City is eligible to obtain a significant cost and/or supply advantage by a longer Contract renewal period.
6. **Price Adjustment:**
 - A. The Procurement Office will review fully documented requests for price increases after the Contract has been in effect for twelve (12) months. The requested price increase must be based upon a cost increase that was clearly unpredictable at the time of the Proposal and can be shown to directly affect the price of the item concerned. The City Procurement Office will determine whether the requested price increase, or an alternative option, is in the best interest of the City. Advanced thirty (30) day written notification by Contractor is required for any price changes. All price adjustments will be effective on the first day of the month following approval or acceptance by the City Procurement Office. After the City approves a price increase the Contractor shall not be eligible to receive an additional increase until twelve (12) months from the date of the last approved price increase.
 - B. Price increase requests must be acknowledged in writing by the City Procurement Office before becoming effective. If not acknowledged within thirty (30) days, Contractor shall contact the City Procurement Office to assure the price increase request was received.
 - C. The Contractor shall offer any published price reduction or if applicable to Contract, profit sharing price advantage to the City concurrent with its announcement to other customers. A price reduction or profit sharing price advantage may be offered at any time during the terms of an awarded Contract and shall become effective upon notice and acceptance. The City shall likewise take advantage of any special sales discounts offered to the general public, which exceed contracted price discounts extended to the City by the Contractor.
7. **Multiple Awards:** The City has a large number and variety of potential customer departments. 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 Offeror.

8. **Insurance:**

- A. **Insurance Required:** Prior to commencing services under this Contract, Contractor shall procure and maintain for the duration of the Contract insurance against claims for injuries (including death) to persons and damages to property, which may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representatives, employees, subcontractors, or sub-subcontractors. For Offerors with self-insurance, proof of self-insurance with minimum limits expressed below must be submitted on proper forms for evaluation prior to award of Contract.

A Contract Award Notice or Purchase Order will not be issued to a Vendor until receipt of all required insurance documents by the City Procurement Office with such documents meeting all requirements herein. In addition, before any Contract renewal, all required insurance must be in force and on file with the City Procurement Office. Contractor must submit required insurance within ten (10) calendar days after request by the City Procurement Office or the award may be rescinded and another Vendor selected for award.

- B. **Minimum Limits of Coverage:** Without limiting any obligations or liabilities, the Contractor, at its sole expense, shall purchase and maintain the minimum insurance specified below with companies duly licensed or otherwise approved by the State of Arizona, Department of Insurance and with forms satisfactory to the City. Each insurer shall have a current A.M. Best Company, Inc., rating of not less than A-VII. Use of alternative insurers requires prior approval from the City.

- i. **Minimum Limits of Insurance.** Contractor shall maintain limits no less than:

a. **Commercial General Liability**

Commercial general liability insurance limit of not less than \$1,000,000 for each occurrence, with a \$2,000,000 general aggregate limit. The general aggregate limit shall apply separately to the services under this Contract or the general aggregate shall be twice the required per occurrence limit. The policy shall be primary and include coverage for bodily injury, property damage, personal injury, products, 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 policy form CG0001 or its equivalent.

In the event the general liability policy is written on a "claims made" basis, coverage shall extend for two (2) years past completion and acceptance of the services as evidenced by annual certificates of insurance. In addition, the retro date shall be no later than the start date of the contract. The retro date shall be disclosed on the certificate of insurance.

Such policy shall contain a "severability of interests" provision.

b. **Worker's Compensation**

The Contractor shall carry worker's compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of Contractor employees engaged in the performance of 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 services are subcontracted, the Contractor will require the subcontractor to provide worker's compensation and employer's liability to at least the same extent as provided by Contractor.

c. Automobile Liability

Commercial business automobile liability insurance with a combined single life or bodily injury and property damages of not less than \$1,000,000 per accident regarding any owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor services. Coverage will be at least as broad as coverage Code 1 "any auto". Insurance Service Office policy form CA0001 Y87 or any replacements thereof. Such coverage shall include coverage for loading and unloading hazards.

- C. Additional Insured. The insurance coverage, except for workers compensation and professional liability coverage, required by this Contract, shall name the City, its agents, representatives, directors, officials, employees, and officers, as additional insureds, and shall specify that insurance afforded the Contractor shall be primary insurance. The additional insured wording on the commercial general liability policy will be at least as broad as Insurance Services Office policy forms CG2010 04/13 edition and CG2037 04/13 edition or their equivalent. The additional insured wording on the automobile liability policy will be at least as broad as Insurance Services Office policy form CA 20 48 or its equivalent. This provision and the naming of the city as an additional insured shall in no way be construed as giving rise to responsibility or liability of the City for applicable deductible amounts under such policy(s).
- D. Coverage Term. 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 by the City. Failure to do so shall constitute a material breach of this Contract.
- E. Primary Coverage. Contractor's insurance shall be primary insurance to the City, and any insurance or self insurance maintained by the City shall not contribute to it.
- F. Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- G. Waiver. The policies, including 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 work or services of the Contractor.
- H. Deductible/Retention. The policies may provide coverage which contain deductibles or self-insured retentions. Such deductible and/or self insured retentions shall be disclosed by the contractor and shall not be applicable with respect to the coverage provided to the City under such policies. Contractor shall be solely responsible for deductible and/or self-insurance retention and the City, at its option, may require Contractor to secure the payment of such deductible or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- I. Certificates of Insurance. Prior to commencing work or services under this Contract, Contractor shall furnish the City with certificates of insurance, or formal endorsements as required by the Contract, issued by the 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. Such certificates shall identify this Contract number or name and shall provide for not less than thirty (30) days advance notice of cancellation, termination, or material alteration. Such certificates shall be sent directly to: Contract Administrator, City of Tempe, P. O. Box 5002, Tempe, AZ 85280.
- J. Copies of Policies. The City reserves the right to request and to receive, within ten (10) working days, certified copies of any or all of the above policies and/or 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.

9. **Payments - After Acceptance of Delivery:** Payment in full shall be made to the Contractor within thirty (30) days after receipt and acceptance of delivery by the City, unless terms other than net thirty (30) days are offered as a discount, at the City's sole discretion.

Package Label

Please cut out and attach the following label to the outside of your submission.

<p>RFP 16-101 Electrical Supplies Due Date: Thursday, December 17, 2015</p> <p>Submitting Firm: _____</p> <p>Address: _____ _____</p> <p>When dropping off at the Procurement office, dial 8329 for assistance.</p>
--

Proposal response must be in the possession of the City of Tempe Procurement Office by the stated due date and time.

US Mail parcels sent to the City of Tempe PO Box may not be delivered to the Procurement Office for 24 hours or more after receipt by the City because of internal mail processing procedures. Please keep this potential time delay in mind when **US Mail Service** is utilized.

Delivery addresses are shown below for your convenience.

If sending via US Mail:

Tony Allen
City of Tempe
Internal Services/Procurement Office
P O Box 5002
Tempe, AZ 85280

If sending via courier, FedEx, UPS or hand delivery:

Tony Allen
City of Tempe
Internal Services/Procurement Office
20 E Sixth St (2nd Floor)
Tempe, AZ 85281

Format of Documents

This document has been issued in Word format to allow the responding firm the ability to provide requested information, answer questions, and provide pricing within the actual document. **The answers boxes in the tables are auto expanding and will allow you to insert as much information as you feel is required.**

Any supplemental documentation that you feel is necessary for your response should be in pdf format, however, the scan should be optimized to low resolution.

For both the hard copy and flash drive copies it is only necessary to include the items marked:

“Return this Section with your Response”

However, each respondent may submit any information it feels necessary to complete their submission.

Scope of Work

The City of Tempe is seeking proposals to establish a one-year contracts with four one-year renewal options, exercisable based on future pricing and performance of the awarded firms, for the supply of miscellaneous Electrical Parts, Supplies and Tools.

The City intends to make multiple awards (a maximum of 3 firms is anticipated) to insure availability of needed parts and supplies.

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 - Because of this element, it is preferred that the selected vendor(s) have a local inventory outlet within the immediate geographic area of Tempe, not exceeding an approximate 10 mile radius of 55 South Priest – Tempe, Arizona to allow for the pick-up of parts by City personnel when needed.

The vendor's inventory of high quality electrical parts and supplies and must be of sufficient quantity and variety to cover the majority of the City's electrical parts needs.

Due to the depth of product lines carried by most vendors, a line card illustrating all product lines carried by the firm shall be submitted and will be considered as part of the evaluation process.

There shall be no restocking fees for unused returned parts – special order items are exempted from this requirement.

The City of Glendale has indicated a desire to participate in this solicitation, however, no purchases can be guaranteed.

Proposal Questionnaire
Return this Section with your Response

Bidder shall submit answers to the following questions. Responses will be utilized in determination of contract award.

	Question	Response
1	Provide the address of the local facility that will supply parts to the City of Tempe.	205 South 29 th Street Phoenix, AZ 85034
2	Googlemaps distance of your facility to 55 South Priest, Tempe, AZ	6.2 Miles
3	Describe your company and its history – include years in business	Summit Electric Supply was founded in 1977 in Albuquerque, NM. The Phoenix branch has been in operation since 1991. Summits specializes in commercial and industrial electrical distribution.
4	Please provide contact information for the primary account representative and a backup contact for the City of Tempe. <ul style="list-style-type: none"> • Contact Name • Phone Number • Cell Phone Number • e-mail address 	<p>Provide contact information below</p> <p>Primary: Jerimiah Rhoden. 602-267-1000 EXT4228 Cell 602-980-3852. Jerimiah.rhoden@summit.com</p> <p>Backup: Johnny Carbajal. 602-267-100 EXT4225 johnny.carbajal@summit.com</p>
5	What is the dollar value of your local inventory for the type of electrical parts expected to be used by the City of Tempe?	\$2,500,000
6	Do you have a back-up warehouse facility from which you can obtain materials to service this contract? If so, list its address and dollar value of inventory.	Summit does not have a local back up facility. However, we do have 19 other locations to draw material from.
7	What is your normal deliver time after an order is placed? a What is your delivery time if an emergency (rush) order is placed?	Summit has 6 delivery trucks that go out at regular times each day. Average delivery time is 2-4 hours. Within 1 hour
8	What procedures will be employed and what costs would be associated with a "special order" part?	The only costs associated with special orders would be the incoming freight charge if applicable.
9	Do you agree with the requirement that a restocking fee will not be charged for returned parts? (Special order parts would be exempted) a If No, please explain to right	YES
10	Have you included a copy of your line card for products available from your firm and indicated the discount structures associated with the manufacturer on the price sheet?	YES
11	Do you agree to the Terms and Conditions of this RFP? a If No, explain to right	YES
12	List three (3) governmental or large corporate references for which you currently provide similar services. <ul style="list-style-type: none"> • Organization/Firm Name • Contact Name • Phone Number 	<p>Provide Reference Information Below</p> <p>Ping Manufacturing Ken Kays 602-687-5540. City of Chandler Dave Bright 480-215-9838. City of Phoenix Albert</p>

		Barajas 602-374-0672

Proposal Checklist for Submittals

The following checklist has been provided to assist you in submission of your offer.

This list should not be considered complete, other information or documents may be necessary as part of your submission.

The items listed are the primary documents and information that must be completed and/or included with your submittal.

Please include any information or documents that will clarify your submittal.

Description		Included
1	One signed and complete original of the RFP response – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a	Vendor’s Offer has been signed and included with response	✓
2	One (1) additional copy of RFP response on Flash Drive – only sections marked “Return this Section with your Response” are required but you may include supplemental materials you believe necessary to clarify your submittal.	✓
a	If utilizing a PDF file format for any additional information submitted with response, please optimize the file (low resolution) to lower memory space requirements	✓
3	Questionnaire has been completed and included	✓
4	Price information is complete and included	✓
5	Line card of available products has been included	✓
a	Discounts offered on product lines has been indicated on price sheet	✓
6	Signed and completed Affidavit of Compliance with Tempe City Code Chapter 2 Article VIII Section 2-603(5) or acceptable alternative	✓
7	Any addendum(s) have been included	✓

Evaluation Criteria

An evaluation committee composed of City staff will review the responses and score them according to the criteria listed below.

Award Criteria		Weight	x	Rating	=	Points
1	Cost	6 (38%)	x		=	
	a Laundry List					
	b Discounts Offered					
2	Inventory and Location	5 (31%)	x		=	
	a Available Product Lines					
	b Available Local and Backup Inventory					
	c Delivery Times					
	d Proximity to Tempe for 'Self-Service' Pick-ups					
3	Firm	4 (25%)	x		=	
	a Experience of Firm					
	b References					
4	Overall response to RFP	1 (6%)	x		=	
	a Quality, composition and completeness of response					
	b Firms acceptance of City's Terms and Condition					
Total						

This proposal will be evaluated on a cumulative point system.

Scoring

Outstanding	8 to 10
Good	6 to 7.9
Average	3 to 5.9
Poor	0 to 2.9

Price Sheet
Return this Section with your Response

Pricing must be inclusive of all costs including, but not limited to, delivered to a City facility. The City will not pay fuel surcharges or any cost beyond those stated below.

Quantities listed on the Price Sheet are the City's best estimate of annual usage and will be used for evaluation purposes only. These quantities do not obligate the City to order or accept more than actual needs and availability of appropriated funds.

The provided 'laundry list' of commonly used items will be used to evaluate a firm's overall pricing strategy, however, the depth and discounts associated with you 'line card' of available products will weigh heavily in overall scoring of a firm.

Description	Qty	Unit	Cost Ea	Extended Cost
Group 1 – Fuses				
1. 30 AMP x 250 volt dual element	50	Each	\$ 2.77	\$138.50
2. 60 AMP x 250 volt dual element	60	Each	\$ 5.08	\$304.80
3. 100 AMP x 250 volt dual element	25	Each	\$ 11.40	\$285.00
4. 20 AMP x 600 volt dual element	80	Each	\$ 6.16	\$492.80
5. 30 AMP x 600 volt dual element	50	Each	\$ 6.16	\$308.00
6. 75 AMP x 600 volt dual element	35	Each	\$ 24.57	\$859.95
7. 100 AMP x 600 volt dual element	20	Each	\$ 21.81	\$436.20
8. 200 AMP x 600 volt dual element	15	Each	\$ 43.65	\$654.75
Group 2 – Load Centers/Sub Panels				
9. 60 AMP x 2 pole x 240 volt (8 pole position) breaker panel outdoor with 60 AMP main breaker	10	Each	\$ 115.00	\$1,150.00
10. 100 AMP x 2 pole x 240 volt (12 pole position) breaker panel outdoor with 100 AMP main breaker	5	Each	\$ 135.00	\$675.00
Group 3 – Fused Disconnects				
11. 30 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	10	Each	\$ 45.60	\$456.00
12. 60 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 76.00	\$304.00
13. 100 AMP x 2 pole x 240 volt fused-knife switched, raintight (no fuses)	4	Each	\$ 112.00	\$448.00

Group 4 – Switches, Receptacles & Boxes		Qty	Unit	Cost Ea	Extended Cost
14.	20 AMP x 1 pole x 1 throw spec grade toggle	65	Each	\$ 2.62	\$170.30
15.	20 AMP x 120 volt x grounded duplex receptacle	100	Each	\$ 2.61	\$261.00
16.	1 gang handy box with ½” KO	100	Each	\$.85	\$85.00
17.	2 gang handy box with ½” KO	50	Each	\$.97	\$97.00
18.	1 gang handy box with ¾” KO	100	Each	\$.89	\$89.00
19.	2 gang handy box with ¾” KO	50	Each	\$ 1.01	\$101.00
Group 5 – Circuit Breakers					
20.	20 AMP x 240 volt x 1 pole square D type snap in	50	Each	\$ 7.96	\$398.00
21.	20 AMP x 240 volt x 2 pole square D type snap in	35	Each	\$ 17.46	\$611.10
22.	30 AMP x 240 volt x 2 pole square D type snap in	20	Each	\$ 17.46	\$349.20
23.	20 AMP x 240 volt x 1 pole square D type screw on	15	Each	\$ 18.34	\$275.10
24.	20 AMP x 240 volt x 2 pole square D type screw on	25	Each	\$ 41.01	\$1025.25
Group 6 – Electrical Wire (All wire with THHN/THW insulation)					
25.	#12 AWG copper stranded	20,000	Feet	\$ 90.55/M	\$1811.00
26.	#10 AWG copper stranded	5,000	Feet	\$ 144.00/M	\$720.00
27.	#8 AWG copper stranded	3,000	Feet	\$ 228.01/M	\$684.03
28.	#6 AWG copper stranded	2,500	Feet	\$ 355.90/M	\$889.75
29.	#4 AWG copper stranded	2,000	Feet	\$ 548.44/M	\$1096.88
30.	2/0 copper	800	Feet	\$ 1634.69/M	\$1307.75
31.	3/0 copper	1,000	Feet	\$ 2088.04/M	\$2088.04
32.	250 MCM	300	Feet	\$ 2860.66/M	\$858.20
33.	500 MCM	100	Feet	\$ 5049.72/M	\$504.97

Group 7 - Conduit		Qty	Unit	Cost Ea	Extended Cost
34.	½" EMT	2,500	Feet	\$ 21.52/C	\$538.00
35.	¾" EMT	1,500	Feet	\$ 37.21/C	\$558.15
36.	1" EMT	800	Feet	\$ 63.04/C	\$504.32
37.	2" EMT	400	Feet	\$ 147.91/C	\$591.64
38.	2-1/2" EMT	400	Feet	\$ 222.47/C	\$889.88
39.	3" EMT	300	Feet	\$285.23 /C	\$855.69
40.	4" EMT	100	Feet	\$ 384.51/C	\$384.51
41.	½" IMC	500	Feet	\$ 70.57/C	\$352.85
42.	¾" IMC	1,300	Feet	\$ 81.43/C	\$1058.59
43.	1" IMC	1,100	Feet	\$ 122.24/C	\$1344.64
44.	2-½" IMC	1,500	Feet	\$ 510.92/C	\$7663.80
45.	3" IMC	300	Feet	\$ 673.09/C	\$201.93
46.	4" IMC	100	Feet	\$ 888.51/C	\$888.51
Group 8 - Conduit Fittings - Die-Cast					
47.	½" EMT compression connector	200	Each	\$.33	\$66.00
48.	¾" EMT compression connector	125	Each	\$.36	\$45.00
49.	1" EMT compression connector	100	Each	\$.68	\$68.00
50.	2" EMT compression connector	30	Each	\$ 2.98	\$89.40
51.	½" EMT compression coupling	150	Each	\$.33	\$66.00
52.	¾" EMT compression coupling	175	Each	\$.36	\$63.00
53.	1" EMT compression coupling	75	Each	\$.66	\$49.50
54.	2" EMT compression coupling	25	Each	\$ 2.35	\$58.75
55.	½" LB (AL) with cover and composition gasket	15	Each	\$ 6.44	\$96.60
56.	¾" LB (AL) with cover and composition gasket	15	Each	\$ 6.89	\$103.35
57.	1" LB (AL) with cover and composition gasket	15	Each	\$ 8.20	\$1025.00
58.	½" C (AL) with cover and composition gasket	25	Each	\$ 6.44	\$161.00
59.	¾" C (AL) with cover and composition gasket	25	Each	\$ 6.89	\$172.25
60.	1" C (AL) with cover and composition gasket	15	Each	\$8.20	\$1025.00

Pricing Section
"Return this Section with your Response"

Group 9 - Discounts Offered		
Manufacturer	Discount	Price list used
SCHNEIDER AUTOMATION PRODUCTS	15-30%	List price
3M - TAPES/CONNECTORS	15-20%	List price
STEEL CITY - OUTDOOR BOXES	45-55%	List price
B-LINE - STRUT AND FITTINGS	20-30%	List price
CROUSE HINDS BOXES AND FITTINGS	50-60%	List price
BRADY	15-20%	List price
FEDERAL SIGNAL/EDWARDS	15-25%	List price
HOFFMAN ENCLOSURES	50-60%	List price
IDEAL INDUSTRIES	35-40%	List price
ILSCO LUGS	30-40%	List price
THOMAS & BETTES LUGS	30-40%	List price
LH DOTTIE HARDWARE	40-50%	List price
SQUARE D PANELS	50-60%	List price
SQUARE D CONTROLS	50-60%	List price
TAYMAC OUTDOOR COVERS	40-50%	List price
THOMAS & BETTES - TY-WRAPS	30-40%	List price
WIREMOLD RACEWAY	10-20%	List price
KLEIN TOOLS	10-25%	List price
GREENLEE TOOLS	25-30%	List price
LUTRON DIMMERS	15-25%	List price
NSI INDUSTRIES	15-25%	List price
INTERMATIC CONTROLS/PHOTO CELLS	25-30%	List price
	%	
	%	
	%	
	%	
	%	
	%	

* Applicable Tax 7.5 - 8.5 % Depending on where product is picked up

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
SUMMIT ELECTRIC SUPPLY CO, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

Purchase of miscellaneous Electrical Parts and Supplies on an as needed basis as described in Exhibit C.

Scope of Work

The City of Tempe is seeking proposals to establish a one-year contracts with four one-year renewal options, exercisable based on future pricing and performance of the awarded firms, for the supply of miscellaneous Electrical Parts, Supplies and Tools.

The City intends to make multiple awards (a maximum of 3 firms is anticipated) to insure availability of needed parts and supplies.

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The City of Glendale has indicated a desire to participate in this solicitation, however, no purchases can be guaranteed.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
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EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the City of Tempe Electric Supplies Contract T16-101-03

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$100,000 annually or \$500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Electrical Parts and Supplies will be purchased on an as needed basis based on attached Exhibit C.

Price Sheet
Return this Section with your Response

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56.	¾" LB (AL) with cover and composition gasket	15	Each	\$ 6.89	\$103.35
57.	1" LB (AL) with cover and composition gasket	15	Each	\$ 8.20	\$1025.00
58.	½" C (AL) with cover and composition gasket	25	Each	\$ 6.44	\$161.00
59.	¾" C (AL) with cover and composition gasket	25	Each	\$ 6.89	\$172.25
60.	1" C (AL) with cover and composition gasket	15	Each	\$8.20	\$1025.00

Pricing Section
"Return this Section with your Response"

Group ¹⁹ - Discounts Offered		
Manufacturer	Discount	Price list used
SCHNEIDER AUTOMATION PRODUCTS	15-30%	List price
3M - TAPES/CONNECTORS	15-20%	List price
STEEL CITY - OUTDOOR BOXES	45-55%	List price
B-LINE - STRUT AND FITTINGS	20-30%	List price
CROUSE HINDS BOXES AND FITTINGS	50-60%	List price
BRADY	15-20%	List price
FEDERAL SIGNAL/EDWARDS	15-25%	List price
HOFFMAN ENCLOSURES	50-60%	List price
IDEAL INDUSTRIES	35-40%	List price
ILSCO LUGS	30-40%	List price
THOMAS & BETTES LUGS	30-40%	List price
LH DOTTIE HARDWARE	40-50%	List price
SQUARE D PANELS	50-60%	List price
SQUARE D CONTROLS	50-60%	List price
TAYMAC OUTDOOR COVERS	40-50%	List price
THOMAS & BETTES - TY-WRAPS	30-40%	List price
WIREMOLD RACEWAY	10-20%	List price
KLEIN TOOLS	10-25%	List price
GREENLEE TOOLS	25-30%	List price
LUTRON DIMMERS	15-25%	List price
NSI INDUSTRIES	15-25%	List price
INTERMATIC CONTROLS/PHOTO CELLS	25-30%	List price
	%	
	%	
	%	
	%	
	%	
	%	

* Applicable Tax 7.5 - 8.5 % Depending on where product is picked up



Legislation Description

File #: 16-268, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PHOENIX PUMPS, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR EQUIPMENT REPAIR AND MAINTENANCE FOR VARIOUS WATER AND WASTEWATER TREATMENT FACILITIES

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Phoenix Pumps, Inc. (Phoenix) for equipment repair and maintenance; approve the expenditure of funds in an amount not to exceed \$500,000 for the initial term; and authorize the City Manager, at his discretion, to extend the agreement for two additional two-year terms, in an amount not to exceed \$1,500,000 for the entire term of the agreement. This cooperative purchase is available through an agreement between the City of Chandler and Phoenix, agreement no. WA5-936-3480, and is effective through June 30, 2017.

Background

The City's water treatment and distribution; and wastewater collection and treatment systems include an array of groundwater well pumps, chemical mixer pumps, booster station pumps and lift station pumps. From time to time, these pumps need rehabilitating or replacing. Even though the system has redundant and backup equipment available, the loss of equipment reduces the service level capacity. So time is of the essence to get the equipment back in service. Having "on-call" repair contractors reduces the time equipment is out of service. Pump replacement costs can range from \$5,000 to over \$50,000.

The City has contracted with multiple repair vendors as most vendors do not repair all brands or types of pumps and some have exclusive responsibilities for specific manufacturers. The City intends to contract with additional firms as they become available.

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.

On June 12, 2015, the City of Chandler entered into an agreement, agreement no. WA5-936-3480, for the repair and maintenance of equipment. This agreement permits its cooperative use by other governmental

agencies. The City of Glendale Materials Management and the City Attorney’s Office have reviewed and approved the utilization of the agreement for the defined services, and concur the cooperative purchase is in the best interest of the city.

Previous Related Council Action

On August 25, 2015, Council authorized the Acting City Manager enter into a linking agreement with Weber Water Resources, LLC and approve the expenditure of funds for the repair of pumps at various water and wastewater facilities.

On August 25, 2015, Council authorized the Acting City Manager enter into a linking agreement with Layne Christensen Company and approve the expenditure of funds for the performance evaluation, maintenance and repair of pump and related equipment at various well facilities.

Community Benefit/Public Involvement

Maintained equipment ensures reliable and sufficient water and wastewater services for the community.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Water Services operating budget. Annual budget appropriation thereafter is contingent upon Council approval. The budget will be encumbered only as electrical parts are needed.

Cost	Fund-Department-Account
\$500,000	2360-17160-523400, Arrowhead Water Reclamation Facility
	2360-17170-523400, West Area Water Reclamation Facility
	2400-17240-523400, Central System Controls
	2400-17280-523400, Central System Maintenance
	2400-17250-523400, Pyramid Peak Water Treatment Plant
	2400-17260-523400, Cholla Water Treatment Plant
	2400-17290-523400, Water Distribution
	2400-17310-523400, Oasis Surface Water Treatment Plant
	2400-17320-523400, Oasis Groundwater Water Treatment Plant

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PHOENIX PUMPS, 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 Phoenix Pumps, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On June 12, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, the City of Chandler entered into a contract with Contractor to purchase the goods and services described in the Water Wastewater Equipment Repair and Maintenance Agreement, Agreement No. WA5-936-3480 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was June 12, 2015, until the date the contract expires on June 30, 2017, 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 be extended beyond June 30, 2021. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until June 30, 2017. The City Manager or

designee, however, may renew the term of this Agreement for two (2) two-year periods until the Cooperative Purchasing Agreement expires on June 30, 2021. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed five hundred thousand dollars (\$500,000) each period or one million five hundred thousand dollars (\$1,500,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Anthony Weathersby
7070 W Northern Ave
Glendale, Arizona 85303
623-930-4108

and

Phoenix Pumps, Inc.
c/o Scott Shepherd
5100 S 36th Street
Phoenix, AZ 85040

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:

Kevin R. Phelps
City Manager

"Contractor"

Phoenix Pumps, Inc.,
an Arizona corporation

By:


Name: Scott Shepherd
Title: Service 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
PHOENIX PUMPS, INC.**

EXHIBIT A

Water Wastewater Equipment Repair and Maintenance Agreement WA5-936-3480

18-2363

**CITY OF CHANDLER SERVICES AGREEMENT
WATER WASTEWATER EQUIPMENT REPAIR AND MAINTENANCE
AGREEMENT NO.: WA5-936-3480**

THIS AGREEMENT is made and entered into this 12 day of June, 2015, by and between the City of Chandler, a Municipal Corporation of the State of Arizona, hereinafter referred to as "CITY", and Phoenix Pumps, Inc., hereinafter referred to as "CONTRACTOR".

WHEREAS, CONTRACTOR represents that CONTRACTOR has the expertise and is qualified to perform the services described in the Agreement.

NOW THEREFORE, in consideration of the mutual promises and obligations set forth herein, the parties hereto agree as follows:

1. CONTRACT ADMINISTRATOR:

- 1.1. **Contract Administrator.** CONTRACTOR shall act under the authority and approval of the Cost Center Superintendent/ designee (Contract Administrator), to provide the services required by this Agreement.
- 1.2. **Key Staff.** This Contract has been awarded to CONTRACTOR based partially on the key personnel proposed to perform the services required herein. CONTRACTOR shall not change nor substitute any of these key staff for work on this Contract without prior written approval by CITY.
- 1.3. **Subcontractors.** During the performance of the Agreement, CONTRACTOR may engage such additional SUBCONTRACTORS as may be required for the timely completion of this Agreement. In the event of subcontracting, the sole responsibility for fulfillment of all terms and conditions of this Agreement rests with CONTRACTOR.
- 1.4. **Subcontracts.** CONTRACTOR shall not enter into any Subcontract under this Contract for the performance of this Contract without the advance written approval of CITY. The subcontract shall incorporate by reference the terms and conditions of this Contract.

2. SCOPE OF WORK: CONTRACTOR shall Water and Wastewater Equipment Repair and maintenance all as more specifically set forth in the Scope of Work, labeled Exhibit B, attached hereto and made a part hereof by reference and as set forth in the Specifications and details included therein.

- 2.1. **Non-Discrimination.** The CONTRACTOR shall comply with State Executive Order No. 99-4 and all other applicable City, State and Federal laws, rules and regulations, including the Americans with Disabilities Act.
- 2.2. **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.
- 2.3. **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 CITY.
- 2.4. **Compliance with Applicable Laws.** CONTRACTOR shall comply with all applicable Federal, state and local laws, and with all applicable licenses and permit requirements.

- 2.4.1 Pursuant to the provisions of A.R.S. § 41-4401, the Contractor hereby warrants to the City that the Contractor and each of its subcontractors ("Subcontractors") will comply with all Federal Immigration laws and regulations that relate to the immigration status of their employees and the requirement to use E-Verify set forth in A.R.S. §23-214(A) (hereinafter "Contractor Immigration Warranty").
- 2.4.2 A breach of the Contractor Immigration Warranty (Exhibit A) shall constitute a material breach of this Contract that is subject to penalties up to and including termination of the contract.
- 2.4.3 The City retains the legal right 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. The Contractor agrees to assist the City in the conduct of any such inspections.
- 2.4.4 The City may, at its sole discretion, conduct random verifications of the employment records of the Contractor and any Subcontractors to ensure compliance with Contractors Immigration Warranty. The Contractor agrees to assist the City in performing any such random verification.
- 2.4.5 The provisions of this Article must be included in any contract the Contractor enters into with any and all of its subcontractors who provide services under this Contract or any subcontract. "Services" are 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.
- 2.4.6 In accordance with A.R.S. §35-393.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Iran.
- 2.4.7 In accordance with A.R.S. §35-391.06, the Contractor hereby certifies that the Offeror does not have scrutinized business operations in Sudan.
- 2.5. Warranties.**
- 2.6. One-Year Warranty.** CONTRACTOR must provide a one-year warranty on all work performed pursuant to this Contract.
- 3. ACCEPTANCE AND DOCUMENTATION:** Each task shall be reviewed and approved by the Contract Administrator to determine acceptable completion.
- 3.1. Records.** 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.
- 3.2. Audit.** 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 City to the extent that the books and records relate to the performance of the Contract or Subcontract. Upon request, the CONTRACTOR shall produce a legible copy of any or all such records.
- 3.3. New/Current Products.** All equipment, materials, parts and other components incorporated in the work or services performed pursuant to this Contract shall be new, or the latest model and of the most suitable grade for the purpose intended. All work shall be performed in a skilled and workmanlike manner.
- 3.4. Property of CITY.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of CITY. CONTRACTOR is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. CONTRACTOR shall not use or release these materials without the prior written consent of CITY.

4. PRICE:

- 4.1.** CONTRACTOR will charge hourly rates listed in Exhibit C for time spent performing services cope of work at the relevant work location. CONTRACTOR will charge partial hours spent performing services rounded up to the closest 5-minute increment of the hourly rate (1/12 of one hour rate) and shall detail time spent performing services and type of employee providing it in each monthly invoice. Parts or equipment used to perform services shall be itemized on monthly invoice and supported with CONTRACTOR'S invoice showing amount it paid. Any work on Saturdays, Sundays or holidays will require advance approval from Contract Administrator.
- 4.2.** **Taxes.** CONTRACTOR shall be solely legally responsible for any and all tax obligations, which may result out of CONTRACTOR'S performance of this Contract. CITY shall have no legal obligation to pay any amounts for taxes, of any type, incurred by CONTRACTOR. City agrees that Contractor may bill the City for applicable privilege license taxes which are paid for by Contractor and that the City will reimburse Contractor for privilege license taxes actually paid by Contractor. If Contractor obtains any refund of privilege license taxes paid, City will be entitled to a refund of such amounts.
- 4.3.** **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 completion of specified services and receipt of a correct invoice.
- 4.4.** **IRS W9 Form.** In order to receive payment CONTRACTOR shall have a current I.R.S. W9 Form on file with CITY, unless not required by law.
- 4.5.** **Price Adjustment.** CITY may approve a fully documented request for a price increase only after the Contract has been in effect for two years. The requested increase shall be based upon a cost increase to CONTRACTOR that was clearly unpredictable at the time of the offer and is directly correlated to the price of the product concerned. CITY shall determine whether the requested price increase or an alternate option, is in the best interest of CITY. If a price increase is agreed upon a written Contract Amendment shall be approved and executed by the Parties.
- 4.6.** **Acceptance by City.** CITY reserves the right to accept or reject the request for a price increase. If CITY approves the price increase, the price shall remain firm for the renewal term for which it was requested. If a price increase is agreed upon a written Contract Amendment must be approved and executed by the Parties.
- 4.7.** **Price Reduction.** CONTRACTOR shall offer CITY a price reduction for its services concurrent with a published price reduction made to other customers.

5. TERM:

- 5.1.** The term of the Contract is two year(s), commencing on July 1, 2015 and terminating on June 30, 2017 unless sooner terminated in accordance with the provisions herein. The contract may be extended two additional terms of two years each with mutual agreement of the City and The Contractor.

6 USE OF THIS CONTRACT: The Contract is for the sole convenience of the City of Chandler. CITY reserves the rights to obtain like services from another source to secure significant cost savings or when timely completion cannot be met by CONTRACTOR.

- 6.1. Cooperative Use of Contract.** In addition to the City of Chandler and with approval of the CONTRACTOR, this Contract may be extended for use by other municipalities, school districts and government agencies of the State. A current listing of eligible entities may be found at www.maricopa.gov/materials and then click on 'Contracts', 'S.A.V.E.' listing and 'ICPA'. Any such

usage by other entities must be in accordance with the ordinance, charter and/or procurement rules and regulations of the respective political entity.

If required to provide services on a school district property at least five (5) times during a month, *CONTRACTOR shall submit a full set of fingerprints to the school district in accordance with A.R.S. 15-512* of each person or employee who may provide such service. The District shall conduct a fingerprint check in accordance with A.R.S. 41-1750 and Public Law 92-544 of all CONTRACTORS, sub-CONTRACTORS or vendors and their employees for which fingerprints are submitted to the District. Additionally, the CONTRACTOR shall comply with the governing body fingerprinting policies of each individual school district/public entity. CONTRACTOR, sub-contractors, vendors and their employees shall not provide services on school district properties until authorized by the District.

Orders placed by other agencies and payment thereof will be the sole responsibility of that agency. The CITY shall not be responsible for any disputes arising out of transactions made by other agencies who utilize this Agreement.

- 6.2. Emergency Purchases:** CITY reserves the rights to purchase from other sources those items, which are required on an emergency basis and cannot be supplied immediately by the CONTRACTOR.

7 CITY'S CONTRACTUAL REMEDIES:

- 7.1. Right to Assurance.** If the City 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 Contract Administrator 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 City's option, be the basis for terminating the Contract in addition to any other rights and remedies provided by law or this Contract.
- 7.2. Stop Work Order.** The City 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 City 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.
- 7.3.** 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 Contract Administrator shall make an equitable adjustment in the delivery schedule or Contract price, or both, and the Contract shall be amended in writing accordingly.
- 7.4. Non-exclusive Remedies.** The rights and the remedies of the City under this Contract are not exclusive.
- 7.5. Nonconforming Tender.** Services and materials supplied under this Contract shall fully comply with Contract requirements and specifications. Services or materials that do not fully comply constitute a breach of contract.
- 7.6. Right of Offset.** The City shall be entitled to offset against any sums due CONTRACTOR, any expenses or costs incurred by the City, or damages assessed by the City concerning the CONTRACTOR'S non-conforming performance or failure to perform the Contract, including expenses to complete the work and other costs and damages incurred by CITY.

8. TERMINATION:

- 8.1 Termination for Convenience:** CITY reserves the right to terminate this Agreement or any part thereof for its sole convenience with thirty (30) days written notice. In the event of such termination, CONTRACTOR shall immediately stop all work hereunder, and shall immediately cause any of its suppliers and subCONTRACTORS to cease such work. As compensation in full for services performed to the date of such termination, the CONTRACTOR shall receive a fee for the percentage of services actually performed. This fee shall be in the amount to be mutually agreed upon by the CONTRACTOR and CITY, based on the agreed Scope of Work. If there is no mutual agreement, the Management Services Director shall determine the percentage of work performed under each task detailed in the Scope of Work and the CONTRACTOR'S compensation shall be based upon such determination and CONTRACTOR'S fee schedule included herein.
- 8.2 Termination for Cause:** City may terminate this Agreement for Cause upon the occurrence of any one or more of the following events:
- 1) If CONTRACTOR fails to perform pursuant to the terms of this Agreement
 - 2) If CONTRACTOR is adjudged a bankrupt or insolvent;
 - 3) If CONTRACTOR makes a general assignment for the benefit of creditors;
 - 4) If a trustee or receiver is appointed for CONTRACTOR or for any of CONTRACTOR'S property;
 - 5) If CONTRACTOR files a petition to take advantage of any debtor's act, or to reorganize under the bankruptcy or similar laws;
 - 6) If CONTRACTOR disregards laws, ordinances, rules, regulations or orders of any public body having jurisdiction;
 - 7) Where Agreement has been so terminated by CITY, the termination shall not affect any rights of CITY against CONTRACTOR then existing or which may thereafter accrue.
- 8.3 Cancellation for Conflict of Interest.** Pursuant to A.R.S. § 38-511, CITY may cancel this Contract 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 City is or becomes at any time while this Contract or an extension of this Contract is in effect, an employee of or a consultant to any other party to this Contract. The cancellation shall be effective when the CONTRACTOR receives written notice of the cancellation unless the notice specifies a later time.
- 8.4 Gratuities.** CITY may, by written notice, terminate this Contract, in whole or in part, if CITY determines that employment or a Gratuity was offered or made by CONTRACTOR or a representative of CONTRACTOR to any officer or employee of CITY for the purpose of influencing the outcome of the procurement or securing this Contract, an amendment to this Contract, or favorable treatment concerning this Contract, including the making of any determination or decision about contract performance. The CITY, 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 CONTRACTOR.
- 8.5 Suspension or Debarment.** CITY may, by written notice to the CONTRACTOR, immediately terminate this Contract if CITY determines that 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 CONTRACTOR becomes suspended or debarred, CONTRACTOR shall immediately notify CITY.
- 8.6 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.

- 8.7. **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.
- 8.8. **Availability of Funds for the next Fiscal Year.** Funds may not presently be available under this agreement beyond the current fiscal year. No legal liability on the part of the CITY for services may arise under this agreement beyond the current fiscal year until funds are made available for performance of this agreement. The CITY may reduce services or terminate this agreement without further recourse, obligation, or penalty in the event that insufficient funds are appropriated. The City Manager shall have the sole and unfettered discretion in determining the availability of funds.
9. **FORCE MAJEURE:** Neither party shall be responsible for delays or failures in performance resulting from acts beyond their control. Such acts shall include, but not be limited to, acts of God, riots, acts of war, epidemics, governmental regulations imposed after the fact, fire, communication line failures, power failures, or earthquakes.
10. **DISPUTE RESOLUTION:**
- 10.1. **Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 10.2. **Jurisdiction and Venue.** The parties agree that this Agreement is made in and shall be performed in Maricopa County. Any lawsuits between the Parties arising out of this Agreement shall be brought and concluded in the courts of Maricopa County in the State of Arizona, which shall have exclusive jurisdiction over such lawsuits.
- 10.3. **Fees and Costs.** Except as otherwise agreed by the parties, the prevailing party in any adjudicated dispute relating to this Agreement is entitled to an award of reasonable attorney's fees, expert witness fees and costs including, as applicable, arbitrator fees; provided, however, that no award of attorney's fees shall exceed ten percent (10%) of the damages awarded the prevailing party unless the non-prevailing party has been determined to have acted in bad faith or in a frivolous manner during the adjudication.
11. **INDEMNIFICATION:** To the fullest extent permitted by law, CONTRACTOR, its successors, assigns and guarantors, shall defend, indemnify and hold harmless City and any of its elected or appointed officials, officers, directors, commissioners, board members, agents or employees from and against any and all allegations, demands, claims, proceedings, suits, actions, damages, including, without limitation, property damage, environmental damages, personal injury and wrongful death claims, losses, expenses (including claim adjusting and handling expenses), penalties and fines (including, but not limited to, attorney fees, court costs, and the cost of appellate proceedings), judgments or obligations, which may be imposed upon or incurred by or asserted against the City by reason of this Agreement or the services performed or permissions granted under it, or related to, arising from or out of, or resulting from any negligent or intentional actions, acts, errors, mistakes or omissions caused in whole or part by CONTRACTOR, or any of its subcontractors, or anyone directly or indirectly employed by any of them or anyone for whose acts any of them may be liable, relating to the discharge of any duties or the exercise of any rights or privileges arising from or incidental to this Agreement, including but not limited to, any injury or damages claimed by any of CONTRACTOR's and subcontractor's employees.
- The amount and type of insurance coverage requirements set forth in the Agreement will in no way be construed as limiting the scope of indemnity in this paragraph.

12. INSURANCE:

1. General.

- A. At the same time as execution of this Agreement, the CONTRACTOR shall furnish the City of Chandler a certificate of insurance on a standard insurance industry ACORD form. The ACORD form must be issued by an insurance company authorized to transact business in the State of Arizona possessing a current A.M. Best, Inc. rating of A-7, or better and legally authorized to do business in the State of Arizona with policies and forms satisfactory to CITY. Provided, however, the A.M. Best rating requirement shall not be deemed to apply to required Workers' Compensation coverage.
- B. The CONTRACTOR and any of its subcontractors, subconsultants or sublicensees shall procure and maintain, until all of their obligations have been discharged, including any warranty periods under this Agreement are satisfied, the insurances set forth below.
- C. The insurance requirements set forth below are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement.
- D. The City in no way warrants that the minimum insurance limits contained in this Agreement are sufficient to protect CONTRACTOR from liabilities that might arise out of the performance of the Agreement services under this Agreement by CONTRACTOR, its agents, representatives, employees, subcontractors, sublicensees or subconsultants and the CONTRACTOR is free to purchase any additional insurance as may be determined necessary.
- E. Failure to demand evidence of full compliance with the insurance requirements in this Agreement or failure to identify any insurance deficiency will not relieve the CONTRACTOR from, nor will it be considered a waiver of its obligation to maintain the required insurance at all times during the performance of this Agreement.
- F. Use of SubContractors: If any work is subcontracted in any way, the CONTRACTOR shall execute a written agreement with Subcontractor containing the same Indemnification Clause and Insurance Requirements as the City requires of the CONTRACTOR in this Agreement. The CONTRACTOR is responsible for executing the Agreement with the Subcontractor and obtaining Certificates of Insurance and verifying the insurance requirements.

2. Minimum Scope and Limits of Insurance. The CONTRACTOR shall provide coverage with limits of liability not less than those stated below.

- A. *Commercial General Liability-Occurrence Form.* CONTRACTOR must maintain "occurrence" form Commercial General Liability insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 aggregate. Said insurance must also include coverage for products and completed operations, independent contractors, personal injury and advertising injury. If any Excess insurance is utilized to fulfill the requirements of this paragraph, the Excess insurance must be "follow form" equal or broader in coverage scope than underlying insurance.
- B. *Automobile Liability-Any Auto or Owned, Hired and Non-Owned Vehicles Vehicle Liability.* CONTRACTOR must maintain Business/Automobile Liability insurance with a limit of \$1,000,000 each accident on CONTRACTOR owned, hired, and non-owned vehicles assigned to or used in the performance of the CONTRACTOR's work or services under this Agreement. If any Excess or Umbrella insurance is utilized to fulfill the requirements of this paragraph, the Excess or Umbrella insurance must be "follow form" equal or broader in coverage scope than underlying insurance.

- C. *Workers Compensation and Employers Liability Insurance:* CONTRACTOR must maintain Workers Compensation insurance to cover obligations imposed by federal and state statutes having jurisdiction of CONTRACTOR employees engaged in the performance of work or services under this Agreement and must also maintain Employers' Liability insurance of not less than \$1,000,000 for each accident and \$1,000,000 disease for each employee.

D. ***Installation Floater***

Coverage equal to the initial Contract Amount including labor and expenses, policy shall include the following provisions:

- a. *The CITY, CONTRACTOR, subcontractor and any others with an insurable interest in the work shall be Insureds on the policy.*
- b. *Coverage shall be written on a Covered Cause of Loss-Special Form, replacement cost basis and shall include coverage for flood and earth movement as well as coverage for losses that may occur during equipment testing.*
- c. *Policy shall be maintained until whichever of the following shall first occur:*
 - i. *final payment has been made; or,*
 - ii. *until no person or entity, other than the CITY has an insurable interest in the property required to be covered.*
- d. *Policy shall be endorsed such that the insurance shall not be canceled or lapse because of any partial use or occupancy by the CITY.*
- e. *The Installation Floater must provide coverage from the time the equipment/material becomes the responsibility of the CONTRACTOR and shall continue without interruption during the installation, including any time during which the equipment/material is being transported to the installation site, or awaiting installation, whether on or off site.*
- f. *CONTRACTOR is responsible for the payment of all deductibles under the Installation Floater policy waives all rights of recovery and subrogation against the City under the CONTRACTOR-provided Installation Floater coverage.*

3. **Additional Policy Provisions Required.**

- A. *Self-Insured Retentions Or Deductibles.* Any self-insured retentions and deductibles must be declared and approved by the City. If not approved, the City may require that the insurer reduce or eliminate any deductible or self-insured retentions with respect to the City, its officers, officials, agents, employees, and volunteers.
- B. *City as Additional Insured.* The policies are to contain, or be endorsed to contain, the following provisions:
1. *The Commercial General Liability, Installation Floater, and Automobile Liability policies are to contain, or be endorsed to contain, the following provisions: The City, its officers, officials, agents, and employees are additional insureds with respect to liability arising out of activities performed by, or on behalf of, the CONTRACTOR including the City's general supervision of the CONTRACTOR; Products and Completed operations of the CONTRACTOR; and automobiles owned, leased, hired, or borrowed by the CONTRACTOR.*
 2. *The CONTRACTOR's insurance must contain broad form contractual liability coverage and must not exclude liability arising out of explosion, collapse, or underground property damage hazards ("XCU") coverage.*
 3. *The City, its officers, officials, agents, and employees must be additional insureds to the full limits of liability purchased by the CONTRACTOR even if those limits of liability are in excess of those required by this Agreement.*

4. The CONTRACTOR's insurance coverage must be primary insurance with respect to the City, its officers, officials, agents, and employees. Any insurance or self-insurance maintained by the City, its officers, officials, agents, and employees shall be in excess of the coverage provided by the CONTRACTOR and must not contribute to it.
5. The CONTRACTOR's insurance must apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
6. Coverage provided by the CONTRACTOR must not be limited to the liability assumed under the indemnification provisions of this Agreement.
7. The policies must contain a severability of interest clause and waiver of subrogation against the City, its officers, officials, agents, and employees, for losses arising from Work performed by the CONTRACTOR for the City.
8. The CONTRACTOR, its successors and or assigns, are required to maintain Commercial General Liability insurance as specified in this Agreement for a minimum period of 3 years following completion and acceptance of the Work. The CONTRACTOR must submit a Certificate of Insurance evidencing Commercial General Liability insurance during this 3 year period containing all the Agreement insurance requirements, including naming the City of Chandler, its agents, representatives, officers, directors, officials and employees as Additional Insured as required.
9. If a Certificate of Insurance is submitted as verification of coverage, the City will reasonably rely upon the Certificate of Insurance as evidence of coverage but this acceptance and reliance will not waive or alter in any way the insurance requirements or obligations of this Agreement. If any of the required policies expire during the life of this Agreement, the CONTRACTOR must forward renewal or replacement Certificates to the City within 10 days after the renewal date containing all the necessary insurance provisions.
13. **NOTICES:** All notices or demands required to be given pursuant to the terms of this Agreement shall be given to the other party in writing, delivered by hand or registered or certified mail, at the addresses set forth below, or to such other address as the parties may substitute by written notice given in the manner prescribed in this paragraph.

In the case of the CITY

Contract Procurement Officer
 Administrator: _____
 Contact: Mike Mandt
 Mailing Address: PO Box 4008
 Physical Address: 175 S Arizona
Avenue
 City, State, Zip Chandler, AZ 85244-
4008
 Phone: 480-782-2406

In the case of the CONTRACTOR

Firm Name: Phoenix Pumps
 Contact: Scott Shepherd
 Address: 5100 S 36th Street
 City, State, Phoenix, AZ 85040
 Zip _____
 Phone: 602-232-5797
sshepherd@phoenixpumps.com

Notices shall be deemed received on date delivered, if delivered by hand, and on the delivery date indicated on receipt if delivered by certified or registered mail.

14. CONFLICT OF INTEREST:

- 14.1. **No Kickback.** CONTRACTOR warrants that no person has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage or contingent fee; and that no member of the City Council or any employee of the CITY has any interest, financially or otherwise, in the firm unless this interest has been declared pursuant to the provisions of A.R.S. Section 38-501. Any such interests were disclosed in CONTRACTOR'S proposal to the CITY.

- 14.2. Kickback Termination.** CITY may cancel any contract or agreement, without penalty or obligation, if any person significantly involved in initiating, negotiating, securing, drafting or creating the agreement on behalf of the CITY is, at any time while the Agreement or any extension of the Agreement is in effect, an employee of any other party to the Agreement in any capacity or a CONTRACTOR to any other party to the Agreement with respect to the subject matter of the Agreement. The cancellation shall be effective when written notice from CITY is received by all other parties, unless the notice specifies a later time (A.R.S. §38-511).
- 14.3 No Conflict:** CONTRACTOR stipulates that its officers and employees do not now have a conflict of interest and it further agrees for itself, its officers and its employees that it will not contract for or accept employment for the performance of any work or services with any individual business, corporation or government unit that would create a conflict of interest in the performance of its obligations pursuant to this project.
- 15. GENERAL TERMS:**
- 15.1. Ownership.** All deliverables and/or other products of the Contract (including but not limited to all software documentation, reports, records, summaries and other matter and materials prepared or developed by CONTRACTOR in performance of the Contract) shall be the sole, absolute and exclusive property of CITY, free from any claim or retention of right on the part of CONTRACTOR, its agents, sub-contractors, officers or employees.
- 15.2. Entire Agreement.** This Agreement, including all Exhibits attached hereto, constitutes the entire understanding of the parties and supersedes all previous representations, written or oral, with respect to the services specified herein. This Agreement may not be modified or amended except by a written document, signed by authorized representatives or each party.
- 15.3. Arizona Law.** This Agreement shall be governed and interpreted according to the laws of the State of Arizona.
- 15.4. Assignment:** Services covered by this Agreement shall not be assigned in whole or in part without the prior written consent of the CITY.
- 15.5. Amendments.** The Contract may be modified only through a written Contract Amendment executed by authorized persons for both parties. 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 City in writing or made unilaterally by the CONTRACTOR are violations of the Contract. Any 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 such changes.
- 15.6. Independent CONTRACTOR.** 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.
- 15.7. 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.

15.8. Authority: Each party hereby warrants and represents that it has full power and authority to enter into and perform this Agreement, and that the person signing on behalf of each has been properly authorized and empowered to enter this Agreement. Each party further acknowledges that it has read this Agreement, understands it, and agrees to be bound by it.

IN WITNESS WHEREOF, the parties have hereunto subscribed their names to this 12
day of June, 2015.

FOR THE CITY OF CHANDLER

Jay Libman
Mayor

FOR THE CONTRACTOR

By: *Scott Shesh*
Signature

APPROVED AS TO FORM:

Cynthia Hylinska
City Attorney

ATTEST: If Corporation

Secretary

ATTEST:

Marie Paduch
City Clerk



EXHIBIT A

**Contractor Immigration Warranty
To Be Completed by Contractor Prior to Execution of Contract**

A.R.S. § 41-4401 requires as a condition of your contract verification of compliance by the contractor and subcontractors with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of its employees.

By completing and signing this form the contractor shall attest that it and all subcontractors performing work under the cited contract meet all conditions contained herein.

Contract Number: WA5-936-3480		
Name (as listed in the contract): Phoenix Pumps, Inc.		
Street Name and Number: 5100 S. 36th Street		
City: Phoenix	State: AZ	Zip Code: 85040

I hereby attest that:

1. The contractor complies with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of those employees performing work under this contract;
2. All subcontractors performing work under this contract comply with the Federal Immigration and Nationality Act (FINA), all other Federal immigration laws and regulations, and A.R.S. § 23-214 related to the immigration status of their employees.

Signature of Contractor (Employer) or Authorized Designee:



Printed Name: Scott Shepherd

Title: Service Manager

Date (month/day/year): _____

Exhibit B
Scope of Work

1. SCOPE

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.

This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

1.3 Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

This work will take place at various well locations throughout the City. This category will include work on both Line shaft and Submersible type well pump systems, well maintenance, rehabilitation and repair, as well as work on all types of pumps, valves and process equipment common to potable, ASR and monitor well and leachate recovery facilities. (not included in this agreement)

1.4 Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities

This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service

This work will take place at any of the City Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.3. Potable Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 10 days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 24 hours of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.5. Other City Facilities

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.6. OEM Parts and Service

CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

3. WORK ESTIMATES AND COMPLETION TIME

Prior to CONTRACTOR performing any repair work, CONTRACTOR will be required to provide CITY a written report including condition of equipment, recommended repairs and cost of repairs. CONTRACTOR will be allowed to remove and disassemble the equipment prior to providing CITY written estimate. The written estimate will be required 72 hours after equipment has been removed.

CONTRACTOR will be required to repair and reinstall equipment within 10 working days from approval of the work. This requirement will be adjusted if parts delivery exceeds 10 days.

4. REPLACEMENT PARTS

CITY may purchase replacement pumps, motors, and other related equipment from CONTRACTOR. The price to be paid to CONTRACTOR by CITY will be billed at the invoice price multiplied by the factor listed on Exhibit C. The factor listed will be CONTRACTOR's compensation for handling. CONTRACTOR shall include invoices for any parts for which he is seeking reimbursement. All replacement parts supplied must meet all manufacturers specifications.

CONTRACTOR may be required to provide pricing of repair parts for specific jobs prior to CITY authorizing purchase of the parts from CONTRACTOR. CITY reserves the right to purchase pumps, motors, and other related equipment directly from the manufacturer or from other vendors if it is in CITY's best interest.

5. SUPERVISION BY THE CONTRACTOR

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. INSPECTION

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. VIBRATION ANALYSIS

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

8. SAFETY PROCEDURES

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. **DISINFECTION**
CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.
10. **CLEANUP**
CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.
11. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**
CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.
12. **DISPOSAL OF WASTE**
CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.
13. **WRITTEN COMPLETION REPORTS**
CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a dally log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

Exhibit C

Work Categories		Included in Agreement
1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.		Yes
2. Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.		Yes
3. Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.		No
4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.		Yes
5. Other City Facilities		Yes
6. OEM parts and service provider		Yes
Labor	UM	
Electrician - Field	\$/Hour	\$ 100.00
Electrician - Shop	\$/Hour	\$ 80.00
Laborer - Field	\$/Hour	\$ 40.00
Laborer - Shop	\$/Hour	\$ 40.00
Machinist - Field	\$/Hour	\$ 55.00
Machinist - Shop	\$/Hour	\$ 55.00
Mechanic - Field	\$/Hour	\$ 55.00
Mechanic - Shop	\$/Hour	\$ 45.00
Welder - Field	\$/Hour	\$ 70.00
Welder - Shop	\$/Hour	\$ 55.00
Operator - Field	\$/Hour	\$ 40.00
Supervisor - Field	\$/Hour	\$ 80.00
Technician - Field	\$/Hour	\$ 70.00
Multiplier for Overtime, Weekend and Holiday Work	Multiplier	1.5
Well Video Color w/ Sidescan (Includes equipment & labor - Written report and 2 copies of DVD)	per well	NA
Multiplier for Confined Space work	Multiplier	1.8

One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ 150.00
	UM	
Non OEM Parts and Equipment		
Parts Mark-up for items with an invoiced cost of less than \$9,999 / ea	%	15%
Parts Mark-up for items with an invoiced cost of greater than \$10,000 / ea	%	10%
Subcontractor Mark-Up	%	10%
Rental Equipment Mark-Up	%	15%
OEM Parts and Equipment		
<u>Blowers:</u>	% Discount From List	% Discount From List
<u>Pumps:</u>		
Goulds Pumps		40%
Gorman Rupp		5%
Paco Pumps		5%
Sulzer		5%
<u>Motors:</u>		
U.S.		35%
Baldor		35%
<u>Chemical Metering Pumps:</u>		
Aldos		5%

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PHOENIX PUMPS, INC.**

**EXHIBIT B
Scope of Work**

PROJECT

Vendor will provide equipment repair and maintenance for Water and Wastewater equipment.

Exhibit B
Scope of Work

1. SCOPE

The purpose of this contract is to provide equipment repair for various City departments, which currently include Water Production, Wastewater Treatment, Wastewater Collection, Reverse Osmosis, Solid Waste and Streets. The contract is separated into six categories as indicated below.

1.1 Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
This work will take place at the City's Pecos Water Treatment Facility and reservoir / booster stations at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to water treatment and booster station facilities.

1.2 Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
This work will take place at the City's Airport Water Reclamation Facility, Lone Butte Wastewater Facility, Ocotillo Water Reclamation Facility, Lift Stations and Wastewater Facilities at various locations throughout the City. This category will include work on all types of pumps, valves and process equipment common to wastewater treatment and lift station facilities.

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This work will take place at the City's Reverse Osmosis Facility. This category will include work on all types of pumps, valves and process equipment common to Industrial reverse osmosis water treatment facilities.

1.5 Other City Facilities
This work will take place at the City's other facilities such as City owned buildings, parks, pools, and street storm water facilities. This category will include work on all types of pumps, motors and equipment common to these facilities.

1.6 OEM Parts and Service
This work will take place at any of the City Facilities. This category is for work to be performed by the authorized manufacturer's representative for the OEM products listed in Section 4 of the price page.

2. RESPONSE TIME

2.1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.
CONTRACTOR shall commence work within 5-calendar days of notification from CITY for all non-emergency calls.

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- 2.2. Wastewater Treatment and Lift Station Pump and Process Equipment Sales and Maintenance.
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CONTRACTOR shall commence work within 4 days of notification from CITY for all emergency calls.

CONTRACTOR shall commence work on warranty repairs within the same time frame specified for non-emergency and emergency calls.

- 2.5. Other City Facilities

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3. **WORK ESTIMATES AND COMPLETION TIME**

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5. **SUPERVISION BY THE CONTRACTOR**

CONTRACTOR will supervise and direct all work. CONTRACTOR shall be solely responsible for the means, methods, techniques, sequences and procedures performed. CONTRACTOR will employ and maintain on the work a qualified supervisor or superintendent, which shall be designated in writing by CONTRACTOR as CONTRACTOR's representative at the site. The supervisor shall have full authority to act on behalf of CONTRACTOR and all communications given to the supervisor shall be as binding as of given to CONTRACTOR. The supervisor shall be present on the site at all times as required to perform adequate supervision and coordination of the work.

6. **INSPECTION**

CITY Staff may monitor the work site and report to the Contract Administrator as to the progress of the Work, the manner in which it is being performed, and if material furnished and work performed by CONTRACTOR fails to fulfill the requirements of the Contract. CITY Staff may direct the attention of CONTRACTOR to such failure or infringement but such inspection shall not relieve CONTRACTOR from any obligation to furnish acceptable materials or to provide completed work that complies with the Contract.

In the case of any dispute arising between CITY staff and the CONTRACTOR as to material furnished or the manner of performing work, CITY Staff shall have the authority to reject materials or suspend the work until the question and issue can be resolved

7. **VIBRATION ANALYSIS**

Repairs performed under this contract will be subject to vibration analysis and must comply with manufacturers' specifications.

8. **SAFETY PROCEDURES**

CONTRACTOR will be responsible for coordinating their activities with CITY. Prior to the start of work, CONTRACTOR and CITY will perform a Pre-job briefing to discuss and plan for dealing with relevant safety issues such as lockout tag-out and confined space exposures. CONTRACTOR will be responsible to properly lockout tag- out electrical hazards and ensure there is a plan to deal with other work related hazards.

9. **DISINFECTION**
CONTRACTOR will be responsible for disinfection of all potable water equipment with NSF approved products prior to and during installation in accordance with Maricopa County Health Code, Chapter V, Water Supply R9-8-266.
10. **CLEANUP**
CONTRACTOR shall remove all debris and other materials from the work site after the completion of work.
11. **PROTECTION OF FINISHED OR PARTIALLY FINISHED WORK**
CONTRACTOR shall properly secure the work site and protect all finished or partially finished work.
12. **DISPOSAL OF WASTE**
CONTRACTOR will be responsible for disposal of all waste products including but not limited to oil baled from a well, debris, etc. at a legal off-site location. ANY DISPOSAL OF WASTE PRODUCTS OR UNUSED MATERIALS SHALL CONFORM TO APPLICABLE FEDERAL, STATE, AND LOCAL REGULATIONS. Copies of disposal documentation shall be provided to CITY upon request.
13. **WRITTEN COMPLETION REPORTS**
CONTRACTOR shall submit a written completion report to CITY within 30 days of completion of work, which details work completed. The report for pump repair shall include depth of setting, bowl size and make, tube and shaft size and make, depth of well water level and other pertinent information. **The report shall include a daily log that accounts for all hours and materials billed to the job.** CITY will not make payment prior to receiving this report.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PHOENIX PUMPS, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method and amount of compensation is provided in the Water Wastewater Equipment Repair and Maintenance Agreement WA5-936-3480

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$500,000 each period or \$1,500,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

See attached Exhibit C

Exhibit C

Work Categories		Included in Agreement
1. Water Treatment and Booster Facilities Pump and Process Equipment Sales and Maintenance.		Yes
2. Wastewater Facilities and Lift Station Pump and Process Equipment Sales and Maintenance.		Yes
3. Potable Well, Injection Well, Aquifer Storage and Recovery Well (ASR), Monitor Well, and Leachate recovery well pump and Equipment Sales and Maintenance.		No
4. Chandler Reverse Osmosis Plant Pumps and Process Equipment Sales and Maintenance.		Yes
5. Other City Facilities		Yes
6. OEM parts and service provider		Yes
Labor	UM	
Electrician - Field	\$/Hour	\$ 100.00
Electrician - Shop	\$/Hour	\$ 80.00
Laborer - Field	\$/Hour	\$ 40.00
Laborer - Shop	\$/Hour	\$ 40.00
Machinist - Field	\$/Hour	\$ 55.00
Machinist - Shop	\$/Hour	\$ 55.00
Mechanic - Field	\$/Hour	\$ 55.00
Mechanic - Shop	\$/Hour	\$ 45.00
Welder - Field	\$/Hour	\$ 70.00
Welder - Shop	\$/Hour	\$ 55.00
Operator - Field	\$/Hour	\$ 40.00
Supervisor - Field	\$/Hour	\$ 80.00
Technician - Field	\$/Hour	\$ 70.00
Multiplier for Overtime, Weekend and Holiday Work	Multiplier	1.5
Well Video Color w/ Sidescan (Includes equipment & labor - Written report and 2 copies of DVD)	per well	NA
Multiplier for Confined Space work	Multiplier	1.8

One time Set Up charge for confined space (price per job including equipment and labor for set up of confined Space)	Each	\$ 150.00
	UM	
Non OEM Parts and Equipment		
Parts Mark-up for items with an invoiced cost of less than \$9,999 / ea	%	15%
Parts Mark-up for items with an invoiced cost of greater than \$10,000 / ea	%	10%
Subcontractor Mark-Up	%	10%
Rental Equipment Mark-Up	%	15%
OEM Parts and Equipment		
<u>Blowers:</u>	% Discount From List	% Discount From List
<u>Pumps:</u>		
Goulds Pumps		40%
Gorman Rupp		5%
Paco Pumps		5%
Sulzer		5%
<u>Motors:</u>		
U.S.		35%
Baldor		35%
<u>Chemical Metering Pumps:</u>		
Aldos		5%



Legislation Description

File #: 16-269, Version: 1

AUTHORIZATION TO PURCHASE ENTERPRISE SERVER/CLIENT SOFTWARE FROM TECHNICAL MARKETING MFG., INC., FOR THE SUPERVISORY CONTROL AND DATA ACQUISITION SYSTEM

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to purchase the ThinManager enterprise server/client software, and two years of maintenance from Technical Marketing Mfg., Inc., (TMMI) for the Supervisory Control and Data Acquisition (SCADA) system; and approve the expenditure of funds in an amount not to exceed \$90,000.

Background

Water Services SCADA system provides real-time data of operational performance to monitor and evaluate the operation of the water treatment plants, wastewater reclamation facilities, and remote sites for both the water distribution and wastewater collection systems. This project will upgrade the computer hardware and operating system software for reliability and process improvement and add data storage capacity. There are three components to this project. The first is to purchase the ThinManager enterprise server/client software. Then purchase 60 ThinManager client units (remote sites processors) to replace desktop computers and finally, hard-drive data storage and backup. The 60 clients will be purchased through the three quote procurement process and the Nimble Storage CS-Series will be purchased through the linking agreement with Insight Public Sector.

Analysis

TMMI is the sole provider of the ThinManager software. No alternatives exist for vendor support of this software which is critical to the efficient management of the system. TMMI ensures that issues are addressed with the technical expertise of the software developer and any required system updates are installed as quickly as possible. The initial purchase includes one-year warranty and customer support. Maintenance and customer support for year two and three are included with this purchase.

Materials Management has reviewed and approved the sole source procurement request for TMMI. The approval is based on compatibility with the existing equipment and unique service.

Previous Related Council Action

On April 26, 2016, Council approved the expenditure of funds in an amount not to exceed \$56,956.83 for the annual software maintenance for the SCADA systems with TMMI-GE.

On December 18, 2014, Council approved the expenditure of funds in an amount not to exceed \$57,363.98 for the annual software maintenance for the SCADA systems with TMMI-GE.

Community Benefit/Public Involvement

The SCADA system ensures system operation integrity and security in the delivery of high-quality water services to residents and businesses in Glendale.

Budget and Financial Impacts

Funding is available in the Water Services FY2015-16 capital budget.

Cost	Fund-Department-Account
\$90,000	2360-60014-551000, SCADA Study & Replacement

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Materials Management
Sole Source and Special Procurement Request

REQUESTOR INFORMATION:

Requestor: Natisha Mitchell/Joe Greth	Date: 4/21/2016	Department: Water Services
Phone Number: x3928	Email Address: nmitchell@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: Technical Marketing Mfg. Inc	Proposed Vendor Contact: Joe Kaufman
Proposed Vendor Address: 500 Robbs Street	
City, State and Zip Code: Wheat Ridge, CO 80033	
Vendor Phone: 303-232-1516	Vendor Fax: 303-232-7844
Procurement method requested:	<input checked="" type="checkbox"/> Sole Source <input type="checkbox"/> Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: 390,000	One time purchase: Yes <input checked="" type="checkbox"/> No <input type="checkbox"/> Federal Money: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> If yes, explain funding source:
Fund #: 2400 / Department #: 50014 / Account #: 551000	
Description of the product or service requested: Thin Manager is software that will control and secure remote devices into SCADA. Thin manager clients work in parallel with Thin Manager Server that will replace SCADA computers. This will also cover year 2 and 3 for software maintenance.	

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor Natisha Mitchell/Joe Greth Division: Water Services Date 4/22/2016

DEPARTMENT DIRECTOR APPROVAL:

Director *[Signature]* Division Date 5-16-16

MATERIALS MANAGEMENT APPROVAL:

In accordance with Finance Administrative Policy No. 1, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Materials Manager *[Signature]* Date 5-16-16
 Materials Management requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: Annually:
 End of first term of Contract: End of Contract, including any extensions:

*** COUNCIL APPROVAL REQUIRED**

*Done
5-15-16
PJA
5-18-16*



**Materials Management
Sole Source and Special Procurement Request**

Check the reason(s) below to identify why you have determined the purchase is a Sole Source or Special Procurement and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input checked="" type="checkbox"/> Compatibility. Indicate system, make, model and function. <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period. <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system. <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used. <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests. <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public. <input type="checkbox"/> Does not qualify as a sole source or emergency. <input type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract. <input type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence. <input type="checkbox"/> Other reasons, if not above. Explain in detail.

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement:

The Water Services department is standardized with iFix SCADA software. General Electric Intelligent Platforms (GE IP) is the copyright holder on this technology. TMMI is the only designated support provider for the state of Arizona. GE IP has designated TMMI as the factory endorsed provider of support for the SCADA software. Congruous hardware and software Vendors\Technical support in the SCADA Network serves sufficient if any issues were encountered.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: See attached Sole Source Letter.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Equipment Management Superintendent or the IT Director will be required.

Approval of a vendor as a sole source or a special procurement only determines the procurement method. Council approval and a signed contract may also be required.



Date: 8/14/2016

City of Glendale
7070 West Northern Avenue
Glendale, AZ 85303

To whom it may concern,

The letter is to serve notice that Technical Marketing Mfg. Inc. (TMMi), with a primary headquarters address of 5000 Robb St., Building 3, Suite A, Wheat Ridge, CO, is a current Channel Partner (reseller) of Automation Control Products (ACP) software offerings. This includes selling ACP software products in the entire state of Arizona.

If anyone should have any questions, I can personally be reached at #678-580-6432 or via email at crehling@thinmanager.com.

Best regards,

A handwritten signature in black ink that reads "Christopher Rehling". The signature is written in a cursive style.

Christopher Rehling
Vice President

Automation Control Products
1725 Windward Concourse
Suite 300
Alpharetta, GA 3005

TECHNICAL MARKETING MFG., INC.
 5000 ROBB STREET
 BLDG.3, STE.A
 WHEAT RIDGE, CO 80033
 303-232-1516 Fax 303-232-7844

Quotation

QUOTE DATE	QUOTE NUMBER
05/09/16	\$1138507
QUOTE TO:	
TECHNICAL MARKETING MFG., INC. 5000 ROBB STREET WHEAT R., STE.A WHEAT RIDGE, CO 80033	PAGE NO. 1

CITY OF:
 CITY OF GLENDALE
 4805 W CHOLLA STREET
 GLENDALE, AZ 85304

SHIP TO:
 CITY OF GLENDALE
 4805 W CHOLLA STREET
 GLENDALE, AZ 85304

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALES OFFICE	
4981	TM Server w/ 3yr PM		ARIZONA WEST	
BUYER	SHIP VIA	TERMS	SHIP DATE	PREPAY ALLOWED
JOE KAUFMAN	UPS GROUND	CREDIT CARD	05/09/16	No
QTY	PART NO.	DESCRIPTION	UNIT PRICE	TOT AMOUNT
1ea	313783	***** THIS QUOTE IS FOR THIN MANAGER SERVER WITH TOTAL OF 3 YEARS OF PLATFORM SUPPORT. THE FIRST YEAR IS INCLUDED WITH THE COST OF SOFTWARE. ***** TM-SVR-XLr ThinManager XLr Enterprise Server with unlimited Redundant connections from two (2) ThinServers (primary/backup) in one building, on one local network at one location. Includes first year of Platform Maintenance. Feature set includes: Relevancy, MultiMonitor, TermSecure, PXE boot, WinTMC, MultiSession, SmartSession, MultiStation (each station requires a terminal connection), IP Camera support, Virtual Machine management, iOS applications for iPad & iPhone, Terminal Shadowing, Remote Management, Instant Failover, Redundant Ethernet, touchscreen support, Shared Keyboard and Mouse. Supports 'ThinManager Ready' thin clients and 'ThinManager Compatible' PXE boot hardware.	68100.00/ea	68100.00
*** Continued on Next Page ***				

TECHNICAL MARKETING MFG., INC.
 5000 ROBB STREET
 BLDG. 3, STE. A
 WHEAT RIDGE, CO 80033
 303-232-1515 Fax 303-232-7844

Quotation

QUOTE DATE	QUOTE NUMBER
05/09/16	61138507
CARRIER USE:	
TECHNICAL MARKETING MFG., INC. 5000 ROBB STREET BLDG. 3, STE. A WHEAT RIDGE, CO 80033	PAGE NO. 2

QUOTE TO:
 CITY OF GLENDALE
 4805 W CHOLLA STREET
 GLENDALE, AZ 85304

SHIP TO:
 CITY OF GLENDALE
 4805 W CHOLLA STREET
 GLENDALE, AZ 85304

CUSTOMER NUMBER	CUSTOMER ORDER NUMBER	RELEASE NUMBER	SALESPERSON	
4981	IM Server w/ 3yr PM		ARIZONA WEST	
PAID VIA	SHIP VIA	TERMS	SHIP DATE	FREIGHT ALLOWED
JOE KAUFMAN	VPS GROUND	CREDIT CARD	05/09/16	No
ORDER QTY	PART NO	DESCRIPTION	UNIT PRICE	NET AMOUNT
1ea	326514	**Return Requires Pre-Authorization ***** First year maintenance is included in initial purchase. The following is provided as a cost for year two and beyond. Discounts are available for purchasing multiple year support ***** EPM-SVR-2YR ACP Annual Enterprise Platform Additional 2 years prepurchased platform maintenance. **Return Requires Pre-Authorization	15105.00/ea	15105.00
1ea	215969	SALES TAX ***** State and City sales tax *****	6739.61/ea	6739.61
1ea	225461	SHIPPING AND HANDLING **Return Requires Pre-Authorization	7.50/ea	7.50
THIS IS A QUOTATION Prices are firm for 30 days, subject to change without notice after 30 days.			Subtotal	89952.11
			Amount Due	89952.11



Legislation Description

File #: 16-270, Version: 1

AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH W.W. GRAINGER, INC. FOR ADDITIONAL EQUIPMENT NEEDS OF THE GLENDALE POLICE DEPARTMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize an increase in the expenditure authority with W.W. Grainger, Inc. (Grainger) from \$150,000 citywide for fiscal year 2015-16 to \$300,000 in order to accommodate costs associated with the additional equipment needs of the Glendale Police Department.

Background

In June 2015, the City of Glendale entered into a multi-year linking agreement (C10116) with Grainger for citywide, multi-departmental purchasing in an amount not to exceed \$150,000 citywide for each fiscal year and further authorized the City Manager to approve up to two additional one year extensions to the Linking Agreement. The Glendale Police Department needs to make an equipment purchase from Grainger in fiscal year 2015-16, that when combined with purchases already made, will exceed the \$150,000 citywide yearly amount previously approved by Council.

Glendale Police Department has identified the need to purchase 365 Level III-A helmets. Though every officer is issued a protective helmet when hired, it has been determined several of the helmets purchased and issued more than 10 years ago cannot be verified as ballistic level, and further may be out of warranty. In addition, in previous years protective helmets have been recirculated, which contributes to improper sizing. To ensure continued safety and protection of officers, a program has been initiated to monitor the protective helmets utilized by officers. In order to confirm that every officer is outfitted with the proper protective headgear with clearly identified ballistic value and accurate sizing, each officer will be measured and a new Level III-A helmet with riot face shield will be ordered and issued to every officer.

Analysis

The City of Glendale has a current Linking Agreement in place with Grainger. This cooperative purchase is available through an agreement between the City of Tucson, Arizona and Grainger (Contract No. 141003, effective through December 31, 2017). The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management. Staff is requesting Council authorize an increase in the expenditure authority previously approved for Grainger for fiscal year 2015-16 from \$150,000 to \$300,000 for the costs associated with the additional equipment needs of the Glendale Police Department.

Previous Related Council Action

On June 23, 2015, Council authorized the City Manager to enter into a multi-year linking agreement with W.W. Grainger, Inc. for citywide, multi-departmental purchasing of retail maintenance repair, and operating commodities in an amount not to exceed \$150,000 citywide for each fiscal year.

Budget and Financial Impacts

The total cost for 365 fully equipped helmets and helmet bags is approximately \$149,495.73 including tax. A budget transfer from salary savings (1000-12170-500200) has already been requested and approved.

Cost	Fund-Department-Account
\$149,495.73	1000-12210-521000, GF-Fiscal Management-Equip less than \$5000

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Legislation Description

File #: 16-272, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL

Staff Contact: Brian Friedman, Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with the Greater Phoenix Economic Council (GPEC) for FY2016-17 in the amount of \$103,227 for participation in, and support of, GPEC's regional economic development program to attract quality businesses for our community.

Background

The City of Glendale has had a professional services agreement continuously with GPEC since 1989 reflecting the spirit of regional cooperation and enhancing the city's ability to draw upon the greater region for support of Glendale's economic development initiatives. GPEC promotes the region to a broad variety of national and international companies, and generates editorial reports and advertisements in markets the city could not otherwise secure. GPEC represents Maricopa County and 23 member cities to promote economic development and create jobs for the greater region. In addition, GPEC represents issues on behalf of its members at the Arizona State Legislature and supports multiple member committees with various objectives that serve to make the region more attractive to companies interested in expansion or relocation. Over the past decade, GPEC has expanded their scope of services to include emphasis on foreign direct investment, direct marketing to companies in competitor markets, and competitive policy analysis. GPEC also features individual pages on its website for every member community including Glendale, allowing the city to provide tailored information and uploaded marketing documents. This page provides an introduction and first impression for many in the site selection community

Through this agreement, GPEC will continue to market Glendale and generate qualified business and industry prospects within targeted economic industries including advanced business services, advanced manufacturing, aerospace and aviation, logistics and e-commerce, mission critical, emerging technologies including cyber security and educational IT, healthcare and biomedical, and renewable energies among other industries. In many cases, prospects elect to work directly with a regional economic council to consider all available options in the region; and, due to the highly competitive nature of these industries, this allows organizations to remain anonymous. On average, GPEC posts approximately 60 leads per year that are shared exclusively with all member cities for consideration.

Analysis

GPEC calculates the cost of the professional services agreement on a per capita basis for each community. For

FY2015-16, the per capita rate was \$0.4397; the FY2015-16 annual contract cost was \$102,309 based on a population estimate of 232,680. GPEC has held the per capita rate steady at \$0.4397 for FY2016-17. Glendale's 2015 population estimate is 234,766, making the cost for the FY 2016-17 professional services agreement \$103,227. The cost for continuing this agreement was included in the development of the FY2016-17 operational budget.

To date this fiscal year GPEC generated a total of 67 leads, and Glendale was able to respond based on the client's specific requirements to 43 of the 67, providing demographic and site information, letters of interest, or participating in site visits. As a result of the city's professional services agreement with GPEC, Davis Research selected Glendale as the location of its new facility this fiscal year. We currently have several GPEC prospects in progress and participate in a wide variety of ongoing education and business recruitment initiatives.

Since FY2007-08, Glendale has successfully located seven major corporations that began as GPEC prospects, contributing an estimated 256,300 square feet of development, 945 jobs, and \$13 million capital investment as shown in the table below. In addition, based on economic impact studies conducted on each of these projects at inception it is estimated that the GPEC locates generate on average \$1,144,556 in new annual revenue for the city's General Fund. These projects that Glendale and GPEC collaborated on provide an approximate 11:1 return on investment.

Year	Company	Sq. Ft.	Jobs	Capital Investment
2007	Northdown Industries	81,000	50	\$750,000
2008	In-House Assist	13,000	60	\$1,000,000
2010	Linamar (SkyJack)	76,000	75	\$3,500,000
2011	Alaska Federal Credit Union	26,500	80	\$5,000,000
2013	Zytech	19,000	300	\$500,000
2013	Terminix	32,800	300	\$1,500,000
2016	Davis Research	8,000	80	\$750,000
		256,300	945	\$13,000,000

Previous Related Council Action

Council has consistently appropriated funds for membership in GPEC, maintaining continuous membership since 1989.

Community Benefit/Public Involvement

The historical return on investment that Glendale has received as a result of this professional services agreement has created a positive direct impact on the city's General Fund revenue. In addition, participation as a GPEC member organization provides greater economic growth within the city by generating prospective leads for new businesses, and ultimately creates more employment opportunities for our citizens thereby enhancing the quality of life for Glendale residents.

Budget and Financial Impacts

Cost	Fund-Department-Account
\$103,227	1000-16025-529000, Memberships & Subscriptions

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT BETWEEN
THE GREATER PHOENIX ECONOMIC COUNCIL
AND THE CITY OF GLENDALE
City Contract No. _____**

The City Council of the CITY OF GLENDALE, a municipal corporation (the "City"), has approved participation in and support of the regional economic development program of the GREATER PHOENIX ECONOMIC COUNCIL ("GPEC"), an Arizona non-profit corporation. The purpose of this agreement ("Agreement") is to set forth the regional economic development program that GPEC agrees to undertake, the support that the City agrees to provide, the respective roles of GPEC and the City and the payments of the City to GPEC for the fiscal year July 1, 2016 - June 30, 2017 ("FY2017").

NOW, THEREFORE, in consideration of the mutual promises contained herein, the CITY and GPEC agree as follows:

I. RESPONSIBILITIES OF GPEC

A. MISSION: GPEC works to attract quality businesses to the Greater Phoenix Region from around the world, and advocate and champion foundational effects to improve the region's competitiveness.

B. GOALS: GPEC is guided by and strategically focused on two specific long-range goals:

1. Marketing the region to generate qualified business/industry prospects in targeted economic clusters.
2. Leveraging public and private allies and resources to locate qualified prospects, improve overall competitiveness, and sustain organizational vitality.

C. RETENTION AND EXPANSION POLICY:

1. GPEC's primary role is developing the Greater Phoenix region's market intelligence strategy for high wage, base industry clusters in coordination with representatives of GPEC member communities.
2. Retention and expansion of existing businesses within GPEC member communities is primarily a local issue.
3. GPEC will support its member communities' efforts to retain and expand existing businesses through coordinating regional support and providing research on key retention and expansion projects.
4. GPEC will advise its member communities when an existing company contacts GPEC regarding a retention or expansion issue, subject to any legal or contractual non-disclosure obligations.

D. ACTION PLAN AND BUDGET: In accordance with the Mission, Goals and Retention Policy set forth above and subject to the availability of adequate funding, GPEC shall implement the Action Plan and Budget adopted by GPEC's Board of Directors, a copy of which has been delivered to the City, receipt of which is hereby acknowledged. A copy of the Action Plan is attached hereto as **Exhibit A** ("GPEC Action Plan"). The City shall be informed of any changes in the adopted Action Plan which will materially affect or alter the priorities established therein. Such notification will be in writing and will be made prior to implementation of such changes. Notwithstanding the foregoing, the City acknowledges and agrees that GPEC may, in its reasonable judgment in accordance with its

own practices and procedures, substitute, change, reschedule, cancel or defer certain events or activities described in the Action Plan as required by a result of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control. GPEC shall solicit the input of the City on the formulation of future marketing strategies and advertisements. The Action Plan will be revised to reflect any agreed upon changes to the Action Plan.

E. PERFORMANCE TARGETS:

1. Specific performance targets, established by GPEC's Executive Committee and Board of Directors, are attached hereto as **Exhibit B** ("GPEC Performance Measures") and shall be used to evaluate and report progress on GPEC's implementation of the Action Plan. In the event of changing market conditions, funding availability, unforeseen expenses or other circumstances beyond GPEC's reasonable control, these performance targets may be revised with the City's prior written approval, or with the prior written approval of a majority of the designated members of GPEC's Economic Development Directors Team ("EDDT"). GPEC will provide monthly reports to the City discussing in detail its progress in implementing the Action Plan as well as reporting the numerical results for each performance measurement set forth in Exhibit B. GPEC shall provide a copy of its annual external audit for the preceding fiscal year to the City no later than December 31, 2016.
2. In the case of any benchmark which is not met, GPEC will meet with the EDDT to provide an explanation of the relevant factors and circumstances and discuss the approach to be taken in order to achieve the target(s). Failure to meet a performance target will not, by itself, constitute an event of default hereunder unless GPEC (i) fails to inform the City of such event or (ii) fails to meet with EDDT to present a plan for improving its performance during the balance of the term of the Agreement will constitute an event of default for which the City may terminate this Agreement pursuant to paragraph IV.J. below.

II. RESPONSIBILITIES OF THE CITY

A. STAFF SUPPORT OF GPEC EFFORTS: The City shall provide staff support to GPEC's economic development efforts as follows:

1. The City shall respond to leads or prospects referred by GPEC in a professional manner within the time frame specified by the lead or prospect if the City desires to compete and if the lead is appropriate for the City. When available, the City agrees to provide its response in the format developed jointly by EDDT and GPEC;
2. The City shall provide appropriate local hospitality, tours and briefings for prospects visiting sites in the City;
3. The City shall provide an official economic development representative to represent the City on the EDDT, which advises GPEC's President and CEO;
4. The City shall cooperate in the implementation of GPEC/EDDT process improvement recommendations including the use of common presentation formats, exchange of information on prospects with GPEC's staff, the use of shared data systems, land and building data bases and private sector real estate industry interfaces;
5. The City shall use its best efforts to respond to special requests by GPEC for particularized information about the City within three business days after the receipt of such request;
6. In order to enable GPEC to be more sensitive to the City's requirements, the City shall, at its sole option, deliver to GPEC copies of any City approved economic development strategies,

work plan, programs and evaluation criteria. GPEC shall not disclose the same to the other participants in GPEC or their representatives;

7. The City shall utilize its best good faith efforts to cause an economic development professional representing the City to attend all marketing events and other functions to which the City has committed itself; and
8. The City agrees to work with GPEC to improve the City's competitiveness and market readiness to support the growth and expansion of the targeted industries as identified for the City in **Exhibit C** ("Targeted Industries").

B. RECOGNITION OF GPEC: The City agrees to recognize GPEC as the City's officially designated regional economic development organization for marketing the Greater Phoenix region.

III. ADDITIONAL AGREEMENTS OF THE PARTIES

A. PARTICIPATION IN MARKETING EVENTS AND PROVISION OF TECHNICAL ASSISTANCE: Representative(s) of the City shall be entitled to participate in GPEC's marketing events provided that such participation shall not be at GPEC's expense. When requested and appropriate, GPEC will use its best efforts to provide technical assistance and support to City economic development staff for business location prospects identified and qualified by the City and assist the City with presentations to the prospect in the City or their corporate location.

B. COMPENSATION:

1. The City agrees to pay **\$103,227.00** for services to be provided by GPEC pursuant to the Agreement during the fiscal year ending on June 30, 2017, as set forth in this Agreement. This amount is based on approximately \$.4397 per capita, based upon the 2015 Office of Employment and Population Statistics, Arizona Department of Administration population estimates, which listed the City as having a population of **234,766**. The payment by the City may, upon the mutual and discretionary approval of the board of directors of GPEC and the City Council, be increased or decreased from time to time during the term hereof in accordance with the increases or decreases of general application in the per capita payments to GPEC by other municipalities which support GPEC.
2. Funding of this Agreement shall be subject to the annual appropriations of funds for this activity by the City Council pursuant to the required budget process of the City.
3. Nothing herein shall preclude the City from contracting separately with GPEC for services to be provided in addition to those to be provided hereunder, upon terms and conditions to be negotiated by the City and GPEC.
4. GPEC shall submit invoices for payment on a quarterly basis. The foregoing notwithstanding, if GPEC has not provided the City with the audit required pursuant to paragraph I.E. above no later than December 31, 2016, no payments shall be made hereunder until the City receives the audit report. Invoices and monthly activity reports, substantially in the form of **Exhibit D** ("Reporting Mechanism for Contract Fulfillment") attached hereto, are to be submitted to the address listed under paragraph IV.P.

C. COOPERATION:

1. The parties acknowledge that GPEC is a cooperative organization effort among GPEC and its member communities. Accordingly, the City and GPEC covenant and agree to work together in a productive and harmonious manner, to cooperate in furthering GPEC's goals for FY2017. The City and GPEC further covenant and agree to comply with the Regional Cooperation Protocol, attached hereto as **Exhibit F**, in all material respects.
2. The City agrees to work with GPEC, as necessary or appropriate, to revise the performance measures, and/or benchmarks, and/or goals for the FY2018 contract.
3. The City agrees to work with GPEC during FY2017 to develop a revised public sector funding plan, including a regional allocation formula for FY2018, if determined to be necessary or appropriate.

IV. GENERAL PROVISIONS

- A. COVENANT AGAINST CONTINGENT FEES:** GPEC warrants that no person or selling agent has been employed or retained to solicit or secure this Agreement upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee. For a breach or violation of this warranty, the City shall have the right to terminate this Agreement without liability or, in its discretion, to deduct the commission, brokerage or contingent fee from its payment to GPEC.
- B. PAYMENT DEDUCTION OFFSET PROVISION:** GPEC recognizes the provisions of the City Code of the City of Glendale which require and demand that no payment be made to any contractor as long as there is any outstanding obligation due to the City, and directs that any such obligation be offset against payment due to GPEC.
- C. ASSIGNMENT PROHIBITED:** No party to this agreement may assign any right or obligation pursuant to this Agreement. Any attempted or purported assignment of any right or obligation pursuant to this Agreement shall be void and no effect.
- D. INDEPENDENT CONTRACTOR; NO AGENCY:** Nothing contained in this Agreement creates any partnership, joint venture or agency relationship between the City and GPEC. At all times during the term of this Agreement, GPEC shall be an independent contractor and shall not be an employee of City. City shall have the right to control GPEC only insofar as to the results of GPEC's services rendered pursuant to this Agreement. GPEC shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. GPEC shall have no authority, express or implied, pursuant to this Agreement to bind City to any obligation whatsoever.
- E. INDEMNIFICATION AND HOLD HARMLESS:**
 1. During the term of this Agreement, GPEC shall indemnify, defend, hold, protect and save harmless the City and any and all of its Council members, officers and employees from and against any and all actions, suits, proceedings, claims and demands, loss, liens, costs, expense and liability of any kind and nature whatsoever, for injury to or death of persons, or damage to property, including property owned by City, brought, made, filed against, imposed upon or sustained by the City, its officers, or employees in and arising from or attributable to or caused directly or indirectly by the negligence, wrongful acts, omissions or from operations conducted by GPEC, its directors, officers, agents or employees acting on behalf of GPEC.
 2. Any party entitled to indemnity shall notify GPEC in writing of the existence of any claim, demand or other matter to which GPEC's indemnification obligations would apply, and shall give to GPEC a reasonable opportunity to defend the same at its own expense and with counsel reasonably satisfactory to the indemnified party.

3. Nothing in this Subsection E shall be deemed to provide indemnification to any indemnified party with respect to any liabilities arising from the fraud, negligence, omissions or willful misconduct of such indemnified party.
- F. INSURANCE:** GPEC shall procure and maintain for the duration of this Agreement, at GPEC's own cost and expense, insurance against claims for injuries to persons or damages to property which may arise from or in connection with this Agreement by GPEC, its agents, representatives, employees or contractors, in accordance with the Insurance Requirements set forth in **Exhibit E** ("Insurance Requirements"), attached hereto. The City acknowledges that it has received and reviewed evidence of GPEC's insurance coverage in effect as of the execution of this Agreement.
- G. GRATUITIES.** The City may, by written notice to GPEC, terminate the right of GPEC to proceed under this Agreement upon one (1) calendar day notice, if it is found that gratuities in the form of entertainment, gifts, or otherwise were offered or given by GPEC, or any agent or representative of GPEC, to any officer or employee of the City with a view toward securing a contract or securing favorable treatment with respect to the awarding or amending, or the making of any determinations with respect to the performance of such contract; provided that the existence of the facts upon which the City makes such findings shall be an issue and may be reviewed in any competent court. In the event of such termination, the City shall be entitled to pursue all legal and equitable remedies against GPEC available to the City.
- H. EQUAL EMPLOYMENT OPPORTUNITY.** During the performance of this Agreement, GPEC agrees as follows:
1. GPEC will not discriminate against any employee or applicant for employment because of race, color, religion, gender, sexual orientation, national origin, age or disability. GPEC shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, gender, sexual orientation, national origin, age or disability. Such action shall include, but not be limited to, the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship. GPEC agrees to post in conspicuous places, available to employees and applicants for employment, notices setting forth the provisions of this nondiscrimination clause.
 2. GPEC will, in all solicitations or advertisements for employees place by or on behalf of GPEC, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, gender, sexual orientation, national origin, age or disability.
 3. GPEC will cause the foregoing provisions to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to agreements or subcontracts for standard commercial supplies or new materials.
 4. Upon request by the City, GPEC shall provide City with information and data concerning action taken and results obtained in regard to GPEC's Equal Employment Opportunity efforts performed during the term of this Agreement. Such reports shall be accomplished upon forms furnished by the City or in such other format as the City shall prescribe.
- I. COMPLIANCE WITH FEDERAL AND STATE LAWS REQUIRED.** GPEC understands and acknowledges the applicability of the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 and agrees to comply therewith in performing under any resultant agreement and to permit City inspection of its records to verify such compliance.

1. GPEC, and on behalf of any subcontractor GPEC has engaged to perform work for the City under this Agreement, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all applicable 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.
 2. GPEC understands and acknowledges that any breach of warranty under subsection I(1) above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
 3. The City retains the legal right to inspect the papers of GPEC or any subcontractor who performs work for the City under this Agreement to ensure that GPEC or any such subcontractor is compliant with the warranty under subsection I(1) above.
 4. City may conduct random inspections, and upon request of the City, GPEC shall provide copies of papers and records demonstrating continued compliance with the warranty under subsection I(1) above. GPEC agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in the City's exercise of its statutory duties and not deny access to GPEC's business premises or applicable papers or records for the purposes of enforcement of this subsection.
 5. GPEC agrees to incorporate into any subcontracts in performance of work under this Agreement the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. GPEC also agrees to require any such subcontractor to incorporate into each of its own subcontracts in performance of work under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
 6. GPEC's warranty and obligations under this entire subsection I 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 is no longer a requirement.
 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.
 8. GPEC certifies, under A.R.S. §§ 35-391 et seq., and 35-393 et seq., that it does not have "scrutinized" business operations, as defined in the preceding statutory sections, in the countries of Sudan or Iran.
- J. TERMINATION.** City shall have the right to terminate this Agreement if GPEC shall fail to duly perform, observe or comply with any covenant, condition or agreement on its part under this Agreement and such failure continues for a period of 30 days (or such shorter period as may be expressly provided herein) after the date on which written notice requiring the failure to be remedied shall have been given to GPEC by the City; provided, however, that if such performance, observation or compliance requires work to be done, action to be taken or conditions to be remedied which, by their nature, cannot reasonably be accomplished within 30 days, no event of default shall be deemed to have occurred or to exist if, and so long as, GPEC shall commence such action within that period and diligently and continuously prosecute the same to completion within 90 days or such longer period as the City may approve in writing. The foregoing notwithstanding, in the event of circumstances which render GPEC incapable of providing the services required to be performed hereunder, including, but not limited to, insolvency or an award of monetary damages against GPEC in excess of its available insurance coverage and assets, the City may immediately and without further notice terminate this Agreement.

- K. RESPONSIBILITY FOR COMPLIANCE WITH LEGAL REQUIREMENTS.** GPEC's performance hereunder shall be in material compliance with all applicable federal, state and local health, environmental, and safety laws, regulations, standards, and ordinances in effect during the performance of this Agreement.
- L. INSTITUTION OF LEGAL ACTIONS.** Any legal actions instituted pursuant to this Agreement must be filed in the county of Maricopa, State of Arizona, or in the Federal District Court in the District of Arizona. In any legal action, the prevailing party in such action will be entitled to reimbursement by the other party for all costs and expenses of such action, including reasonable attorneys' fees as may be fixed by the Court.
- M. APPLICABLE LAW.** Any and all disputes arising under any Agreement to be awarded hereunder or out of the proposals herein called for, which cannot be administratively resolved, shall be tried according to the laws of the State of Arizona, and GPEC shall agree that the venue for any such action shall be in the State of Arizona.
- N. CONTINUATION DURING DISPUTES.** GPEC agrees that, notwithstanding the existence of any dispute between the parties, each party shall continue to perform the obligations required of it during the continuation of any such dispute, unless enjoined or prohibited by an Arizona court of competent jurisdiction.
- O. CITY REVIEW OF GPEC RECORDS.** GPEC must keep all Agreement records separate and make them available for audit by City personnel upon request.
- P. NOTICES.**
- Any notice, consent or other communication required or permitted under this Agreement shall be in writing and shall be deemed received at the time it is personally delivered, on the day it is sent by facsimile transmission, on the second day after its deposit with any commercial air courier or express service or, if mailed, three (3) days after the notice is deposited in the United States mail addressed as follows:

If to City: Brian Friedman
Economic Development Director
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2984

with a copy to: Michael Bailey
City Attorney
City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

If to GPEC: Chris Camacho
President and Chief Executive Officer
Greater Phoenix Economic Council
Two North Central Avenue, Suite 2500
Phoenix, Arizona 85004-4469
Phone: (602) 256-7700
FAX: (602) 256-7744

2. Any time period stated in a notice shall be computed from the time the notice is deemed received. Either party may change its mailing address or the person to receive notice by notifying the other party as provided in this subsection.
- Q. TRANSACTIONAL CONFLICT OF INTEREST.** All parties hereto acknowledge that this Agreement is subject to cancellation by the City pursuant to the provisions of Section 38-511, Arizona Revised Statutes.
- R. NONLIABILITY OF OFFICIALS AND EMPLOYEES.** No member, official or employee of the City will be personally liable to GPEC, or any successor in interest, in the event of any default or breach by the City or for any amount which may become due to GPEC or successor, or on any obligation under the terms of this Agreement. No member, official or employee of GPEC will be personally liable to the City, or any successor in interest, in the event of any default or breach by the GPEC or for any amount which may become due to the City or successor, or on any obligation under the terms of this Agreement.
- S. NO WAIVER.** Except as otherwise expressly provided in this Agreement, any failure or delay by any party in asserting any of its rights or remedies as to any default, will not operate as a waiver of any default, or of any such rights or remedies, or deprive any such party of its right to institute and maintain any actions or proceedings which it may deem necessary to protect, assert or enforce any such rights or remedies.
- T. SEVERABILITY.** If any provision of this Agreement shall be found invalid or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement will not be affected thereby and shall be valid and enforceable to the fullest extent permitted by law, provided that the fundamental purposes of this Agreement are not defeated by such severability.
- U. CAPTIONS.** The captions contained in this Agreement are merely a reference and are not to be used to construe or limit the text.
- V. NO THIRD PARTY BENEFICIARIES.** No creditor of either party or other individual or entity shall have any rights, whether as a third-party beneficiary or otherwise, by reason of any provision of this Agreement.
- W. ENTIRE AGREEMENT, WAIVERS AND AMENDMENTS.**
1. This Agreement may be executed in up to three (3) duplicate originals, each of which is deemed to be an original. This Agreement, including nine (9) pages of text and the below-listed exhibits which are incorporated herein by this reference, constitutes the entire understanding and agreement of the parties.
 - Exhibit A – GPEC Action Plan
 - Exhibit B – GPEC Performance Measures
 - Exhibit C – Targeted Industries
 - Exhibit D – Reporting Mechanism for Contract Fulfillment
 - Exhibit E – Insurance Requirements
 - Exhibit F – Regional Cooperation Protocol
 2. This Agreement integrates all of the terms and conditions mentioned herein or incidental hereto, and supersedes all negotiations or previous agreements between the parties with respect to all or any part of the subject matter hereof.

3. All waivers of the provisions of this Agreement must be in writing and signed by the appropriate authorities of the City or GPEC, and all amendments hereto must be in writing and signed by the appropriate authorities of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed the Agreement this _____ day of _____, 2016.

CITY OF GLENDALE, an Arizona municipal corporation

Kevin Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

GREATER PHOENIX ECONOMIC COUNCIL,
an Arizona nonprofit corporation



Chris Camacho
President & Chief Executive Officer

ACTION PLAN

FISCAL YEAR 2017



GPEC MISSION

ATTRACT AND GROW QUALITY
BUSINESSES AND ADVOCATE
FOR **GREATER PHOENIX'S**
COMPETITIVENESS.



A LETTER FROM CHRIS CAMACHO

President & CEO, Greater Phoenix Economic Council

By embracing the opportunities and challenges of a fast-growing region, the Greater Phoenix Economic Council (GPEC) has not only endured but thrived as one of the most effective regional public-private partnerships in the country. With a renewed commitment to regional collaboration and enhanced analytical capabilities, GPEC is once again embarking on an innovative plan to drive quality job creation and deliver value to our member communities and stakeholders.

In FY17, GPEC will begin the work of implementing the FY17-19 Strategic Plan, which outlines strategies for attracting and growing jobs in advanced industries and advocating for the region's competitiveness.

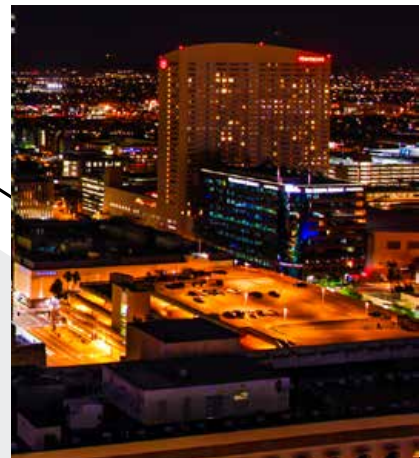
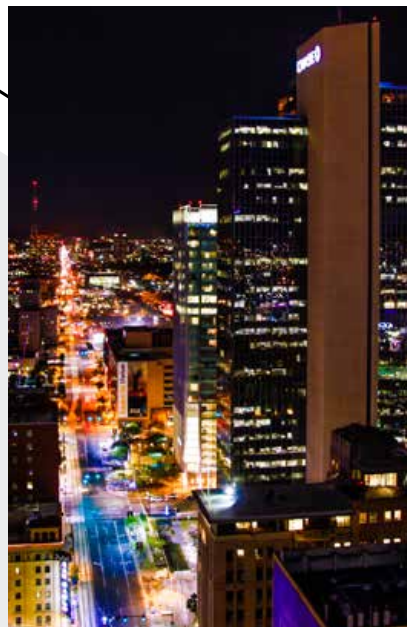
While continuing to meet expectations in job creation and driving return on investment to our stakeholders, we will design and execute projects and initiatives that will transform our economic development practice and elevate the region's competitiveness and reputation.

METRICS

	FY17		
	CONTRACT	TARGET	STRETCH
Payroll (in Millions)	\$305.11	\$335.62	\$369.18
Jobs	6,556	7,212	7,933
High Wage Jobs ¹	2,491	2,741	3,015
Average High Wage Salary	\$51,827	\$57,585	\$63,344
Qualified Prospects	229	252	277
Qualified International Prospects	38	42	46
GPEC Assists ²	10	12	14

FOOTNOTES FOR THE METRICS:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,060).
2. GPEC Assist: Companies that located in the region for which GPEC provided assistance that do not qualify as a locate, due to project size, for example; and would otherwise be listed as "non-reported locates." This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.



BUDGET

REVENUES	FY 2016 FORECAST	% OF TOTAL	FY 2017 BUDGET	% OF TOTAL	FY 2016 BUDGET	\$ CHANGE	% CHANGE
Public Funds	\$2,272,600	42.4%	\$2,302,900	41.8%	\$2,271,100	\$31,800	1.4%
Private Funds	2,317,500	43.2%	2,545,000	46.2%	2,600,000	(55,000)	(2.1%)
New Pledge Revenue	250,000	4.7%	250,000	4.5%	250,000	-	0.0%
In-Kind Pledges	77,000	1.4%	77,000	1.4%	77,000	-	0.0%
Events & Programs	158,750	3.0%	99,700	1.8%	150,000	(50,300)	(33.5%)
Sponsorships	52,500	1.0%	50,000	0.9%	25,000	25,000	100.0%
Grant Income	234,700	4.4%	185,000	3.4%	212,900	(27,900)	(13.1%)
Other	1,800	0.0%	1,300	0.0%	2,500	(1,200)	(48.0%)
TOTAL REVENUES	\$5,364,850	100.0%	\$5,510,900	100.0%	\$5,588,500	\$(77,600)	(1.4%)

OPERATING EXPENDITURES							
Business Development	412,600	8.1%	454,600	8.3%	416,400	38,200	9.2%
Marketing	176,700	3.5%	215,100	3.9%	304,100	(89,000)	(29.3%)
External Relations	94,400	1.9%	192,600	3.5%	95,200	97,400	102.3%
Research & Strategy	269,600	5.3%	272,600	5.0%	283,000	(10,400)	(3.7%)
Resource Management	207,000	4.1%	218,200	4.0%	240,400	(22,200)	(9.2%)
Personnel	3,087,400	61.0%	3,318,500	60.9%	3,230,400	88,100	2.7%
Facilities	425,100	8.4%	512,300	9.4%	454,900	57,400	12.6%
In-Kind	77,000	1.5%	77,000	1.4%	77,000	-	0.0%
Events & Programs	140,400	2.8%	190,000	3.5%	140,000	50,000	35.7%
TOTAL OPERATING EXPENDITURES	4,890,200	96.6%	5,450,900	100.0%	5,241,400	209,500	4.1%

NON-OPERATING EXPENDITURES							
Grant Expenses	173,500	3.4%	-	0.0%	152,500	(152,500)	(100.0%)
Total Expenses	\$5,063,700	100.0%	\$5,450,900	100.0%	\$5,393,900	\$57,000	1.1%
Net Gain (Loss)	\$301,150		\$60,000		\$194,600	\$(134,600)	
Less: Capital Expenditures	(81,000)		(287,000)		(95,000)	(192,000)	
Amortization of Deferred Rent	(64,000)		150,000		(63,600)	213,600	
Amortization of Capital Leases	(10,500)		(2,800)		(10,500)	7,700	
Add: Depreciation	26,000		72,600		50,300	22,300	
Changes from Operating Activities	-		42,225		12,400	29,825	
Net Cash Flows	171,650		35,025		88,200	(53,175)	
Beginning Cash	1,669,000		1,840,650		1,765,000	75,650	
ENDING CASH	\$1,840,650		\$1,875,675		\$1,853,200	\$22,475	

FY17 ACTION ITEMS & THREE-YEAR ROADMAP

The roadmap illustrates alignment of annual goals to GPEC’s FY17-19 Strategic Plan. In FY17, annual goals focus on building the foundation for optimized analytics-driven business attraction and expansion, intensifying the foreign direct investment efforts, and coordinating and unifying regional strategies for attracting and retaining the next generation of talent.

STRATEGIC GOALS	Annual Goals		
	FY17	FY18	FY19
1. Attract more scalable enterprises in advanced industries	Intensify out-bound recruitment efforts in California and other key markets through increased direct attraction	Begin transitioning business attraction to analytics-driven model, increasing directly sourced prospects aligned with advanced industry objectives	Fully implement and scale targeted and analytics-driven business attraction model
2. Brand the region as a location of choice for Foreign Direct Investment	Develop regional FDI plan including aftercare program	Implement regional FDI plan and aftercare program	Accelerate FDI program and integrate aftercare program into regional business retention and expansion efforts
3. Partner with cities and towns to enhance local and regional infrastructure and community preparedness	Initiate analysis, case building, and strategic planning with communities and integrate talent attraction and community preparedness into the high impact district work	Continue to support build out of high impact districts	Continue to support build out of high impact districts
4. Engage federal and state policymakers on new economic development and competitiveness concepts	Advance FY16 competitiveness priorities through regional collaboration	Advance competitiveness priorities through regional collaboration	Advance competitiveness priorities through regional collaboration
5. Lead regional effort to advance coordinated workforce development system that satisfies industry needs	Identify critical skills needs by industry and promote meaningful employer engagement with regional workforce development initiatives	Advocate for coordinated and industry-driven regional workforce development system with emphasis on career pathways for middle and high-skilled workers	Advocate for coordinated and industry-driven regional workforce development system with emphasis on career pathways for middle and high-skilled workers

FY17 ACTION ITEMS & MILESTONES

01

INTENSIFY OUT-BOUND RECRUITMENT EFFORTS IN CALIFORNIA AND OTHER KEY MARKETS

GPEC will focus on implementing business development approaches that generate directly sourced prospects and maximize the capabilities of digital media and analytics.

- Implement digital marketing and business development campaigns to increase directly sourced qualified prospects
- Implement the Corporate 100 Program to seek out and engage companies that are poised to grow and expand, and are aligned with the region's assets and clusters
- Conduct domestic and international out-bound business recruitment activities, including attending targeted conferences and sales missions
- Refine an analytics-driven model for business attraction
- Enhance a multiplier approach by leveraging GPEC stakeholders with domestic and international presences and connections
- Host national site selection consultants and CEOs to showcase the region, leveraging national sporting events, spring training, and other high-profile opportunities
- Respond to and manage prospect inquiries and coordinate regional responses to close deals

MEASURES & MILESTONES

- 45% of prospects sourced through direct prospect generation
- Development of a refined analytics-driven business attraction model
- Increased share of advanced industry jobs in targeted sectors
- Establishment of a baseline to measure web leads from digital campaigns

02

DEVELOP A REGIONAL FOREIGN DIRECT INVESTMENT (FDI) PLAN, INCLUDING AN AFTERCARE PROGRAM

A successful FDI plan will drive the region's long-term global brand and attract more quality international investment into the region.

- Develop a cohesive regional FDI plan as part of the Global Cities Initiative, a joint-project of the Brookings Institution and JPMorgan Chase
- Work with a core team of public and private-sector leaders in analyzing the region's assets and opportunities and developing FDI strategies. The GPEC International Leadership Council will provide oversight and engagement with globally oriented organizations and companies
- Design and begin implementing an FDI aftercare program to support foreign-owned firms transitioning to the region

MEASURES & MILESTONES

- Completion of a regional FDI plan aligned with the state's international strategy
- Creation of a FDI aftercare program
- Increased number of international executives on the GPEC International Leadership Council
- New collateral aligned with the FDI plan

03

INITIATE ANALYSIS, CASE BUILDING AND STRATEGIC PLANNING WITH COMMUNITIES AROUND TALENT RETENTION AND ATTRACTION AND COMMUNITY PREPAREDNESS INITIATIVES

Through strategic planning with communities, GPEC will provide the analysis necessary to support community readiness for new investments and long-term sustainable growth.

- Develop and distribute analysis of current employment centers and identify best practices and development tools
- Launch collaborative effort with cities, and private-sector stakeholders to build more robust employment centers through GPEC's Community Partnership Program
- Initiate opportunities for strategic planning, such as infrastructure development for smart cities and high impact districts
- Market high impact districts to retain and attract talent

MEASURES & MILESTONES

- Community Partnership meetings with elected officials and leaders in 100% of GPEC's communities
- Incorporation of high impact district concepts in communities' long-range and strategic plans
- Implementation of a brand campaign around high impact districts
- High level of stakeholder satisfaction

04

ADVANCE COMPETITIVENESS PRIORITIES THROUGH REGIONAL COLLABORATION

In championing the region's competitiveness, GPEC will be collaborative and analytics-driven with a focus on issues that directly impact economic development.

- Continue to advance the top three competitiveness priorities established by the GPEC Competitiveness Council:
 - » Work with the governor's office on policy solutions for return-driven economic development tools
 - » Collaborate with business leaders to increase educational attainment goals
 - » Co-lead with Velocity on a project to establish a center for manufacturing technology
- Analyze the region's competitive position for advanced industry jobs, exports, innovation, and other critical factors that impact the region's economic growth
- Coordinate and collaborate with the Arizona Commerce Authority, the Arizona Chamber of Commerce, and other organizations to advance effective economic development policies

MEASURES & MILESTONES

- Modernization of state and local economic development programs
- Advancement of Tax Allocation District policy
- Launch of an Advanced Manufacturing Technology Center
- Enhanced local media coverage of regional competitiveness issues

05

IN COLLABORATION WITH VELOCITY, SUPPORT WORKFORCE DEVELOPMENT EFFORTS THAT ALIGN WITH INDUSTRY NEEDS FOR TALENT AND WORKFORCE.

GPEC will work with Velocity and other partners in workforce development to ensure that the region's companies are able to retain and attract the required talent today; and the programs and collaborations are put in place to ensure a skilled workforce for the future.

- Advocate for a cohesive talent optimization strategy
- Support Velocity through data and analytics as it works with various workforce development initiatives in addressing critical skills needs of advanced industries
- Work with GPEC-assisted locates and other key employers as appropriate to facilitate employer engagement with regional workforce development initiatives, leading to internships, hiring programs, and career pathways for middle and high-skilled workers

MEASURES & MILESTONES

- Alignment of workforce development initiatives across the region
- Development of marketing collateral that promotes workforce development programs in the region
- Implementation of talent optimization platform



STAKEHOLDER ENGAGEMENT

LEADERSHIP COUNCILS AND ADVISORY GROUPS

The collective professional expertise of GPEC's councils and advisory groups helps shape the organization's key initiatives, leverages connections to further job creation and competitiveness efforts, and supports the implementation of programs.



COMPETITIVENESS COUNCIL

Executives of key regional industries will convene and use data analysis and best practices to make policy recommendations that will lead to an improvement in the region's competitive position.



GPEC NEXT LEADERSHIP COUNCIL

Advises GPEC leadership and the board on the development of the strategic plan, annual action plan and metrics and the Washington, D.C. Executive Mission.



MAYORS AND SUPERVISORS COUNCIL

Convenes mayors of GPEC communities and County supervisors for regular updates on strategic initiatives.



ECONOMIC DEVELOPMENT DIRECTORS TEAM

Advises the GPEC President & CEO and staff on local economic development trends, offers insight on the pulse of city and town councils and partners with GPEC to finalize location decisions.



COMMUNITY BUILDING CONSORTIUM*

Applies collective commercial real estate experience to help capture business development opportunities and increase the region's transactional capabilities.



HEALTHCARE LEADERSHIP COUNCIL

Works to advance healthcare and bioscience initiatives for the region and establish Greater Phoenix as a center of excellence anchored by innovative assets and world-class leadership.



INTERNATIONAL LEADERSHIP COUNCIL

Advises on the direction and implementation of GPEC's foreign direct investment efforts, and provides guidance to increase program impacts.



STAKEHOLDER ENGAGEMENT

GOVERNANCE



BOARD OF DIRECTORS

Provides oversight of the organization and helps shape GPEC's influence as a regional thought leader.



EXECUTIVE COMMITTEE

Acts on behalf of the Board of Directors, advising on strategic direction and overall performance of annual goals.



BOARD-LEVEL COMMITTEES



PERFORMANCE COMMITTEE

Evaluates the performance of the organization and the President & CEO.



AUDIT COMMITTEE

Assesses internal controls and oversees auditors and the annual audit.



NOMINATING COMMITTEE

Nominates the At-large Directors and Board officers, and recommends candidates to the board for approval, based on nominations received from mayors and supervisors of member communities.



FINANCE COMMITTEE

Sets financial objectives for the organization and recommends the annual budgets as part of the Action Plan.



AMBASSADORS

At the foundation of GPEC's engagement activity are Ambassadors, whose broad range of professional backgrounds lend critical assistance to regional business climate improvement and business development efforts.

Help communicate, educate, and inform stakeholders, policy-makers, citizens and media about key regional economic development issues.



CERTIFIED AMBASSADORS

Ambassadors who have satisfied program criteria, qualifying them to serve as an extension of the GPEC team. Certified Ambassadors are given unique opportunities to interface more closely with GPEC's staff and board on program initiatives and mission-critical efforts.



AMBASSADOR STEERING COMMITTEE

Advises on strategic direction of the Ambassadors Program; designs activities relevant to and in support of GPEC's mission; serves as a sounding board for emerging initiatives and supports implementation of programs.

GPEC STAKEHOLDERS

MEMBER COMMUNITIES

Maricopa County	Casa Grande	Gilbert	Peoria	Tempe
Apache Junction	Chandler	Glendale	Phoenix	Tolleson
Avondale	El Mirage	Goodyear	Queen Creek	Wickenburg
Buckeye	Fountain Hills	Maricopa	Scottsdale	Youngtown
Carefree	Gila Bend	Mesa	Surprise	



CHAIRMAN'S COUNCIL



CORPORATE COUNCIL



EXECUTIVE COUNCIL



DIRECTORS' COUNCIL

Alliance Bank of Arizona	Cancer Treatment Centers of America	Goodwill of Central Arizona	Mayo Clinic	Polsinelli PC
American Airlines	Dignity Health	Grand Canyon University	MidFirst Bank	Quarles & Brady
Arizona Cardinals	DMB Associates	Intel Corporation	Mortenson	RED Development
Arizona Diamondbacks	Empire Southwest	Kitchell	Northern Trust	Republic Media
Bank of America	Ernst & Young	Knight Transportation	OH Partners	Squire Patton Boggs
Banner Health	Freeport McMoRan Copper & Gold	Maracay Homes	Parkway Properties	University of Phoenix
BBVA Compass			Phoenix Suns	Valley Metro

LEADERSHIP COUNCIL

Aetna	Colliers International	Honeywell	On Q Financial	Transwestern Commercial Services
Alexander Building Company	Crescent Crown Distributing	Infusionsoft	Opus Development Company	Tratt Properties
Atmosphere Commercial Interiors	Cushman & Wakefield	JE Dunn Construction	Phoenix Children's Hospital	TriWest Healthcare Alliance
BDO	D.L. Withers Construction	Kutak Rock	Renaissance Companies	TruPath
Blue Cross Blue Shield of Arizona	Daedalus Real Estate Advisors	Layton Construction	Ryan Companies	Turner Construction
BMO Harris Bank	Deloitte	Lee & Associates	Savills-Studley	University of Arizona
Bryan Cave	Deutsch Architecture Group	Lewis Roca Rothgerber	Siemens	USAA
Brycon Construction	El Dorado Holdings	LGE Design	Skanska USA Building	ViaWest Group
Caliente Construction	Gammage & Burnham	Liberty Property Trust	SmithGroup	Ware Maclomb
Canyon State Credit Union	Goodmans Interior Structures	M+W Group	Snell & Wilmer	Waste Management
CBRE	Google	Meritage Homes	Southwest Gas Corporation	Weitz Company
Celgene Corporation	Green Loop Solutions	Nationwide Realty Investors	Southwest Airlines	Wespac Construction
CenturyLink	Hensley	Newmark Grubb Knight Frank	Sunbelt Holdings	Willmeng Construction
Chanen Development Co.	Hines	Okland Construction	The Plaza Companies	Wist Office Products
				Wood, Patel & Associates

AMBASSADOR COUNCIL

3rd Story Architecture	BNSF	Corporate Interior Systems	Jennings, Strouss & Salmon	Osborn Maledon
AAA Arizona	Bristol Global Mobility	CoStar Group	Johnson Carlier	Resolution Copper Mining
Air Products & Chemicals	Bury	Dibble Engineering	Keyser	SPS + Architects
Archicon L.C. Architecture	Cenlar	Dircks Moving & Logistics	KTAR	St. Clair Technologies
Arizona Business Bank	Central Arizona Commerce Park	DIRTT	Landmark Companies	Sunstate Equipment Company
Arizona Community Foundation	CKS Advisors	Fervor Creative	Macerich	Ultimate Staffing Services
Avnet	Clark Hill PLC	Holualoa Companies	Merit Partners	
Balfour Beatty Construction	Coe & Van Loo Consultants	Humana	Midwestern University	
	CORE Construction	IRIS USA	MSS Technologies	
			NRG Thermal	



2 N. Central Ave.
Suite 2500
Phoenix, AZ 85004
602.256.7700
gpec.org

EXHIBIT B
GPEC PERFORMANCE MEASURES
FY 2017

Specific performance targets as established by the GPEC Executive Committee and Board of Directors:

1. Payroll Generated	\$305.1M
2. Total Number of Jobs Created	6,556
3. Total Number of High-Wage Jobs¹	2,491
4. Average High-Wage Salary	\$51,827
5. GPEC Assists²	10
6. Number of Qualified Prospects	229
7. Number of Qualified International Prospects	38

Footnotes:

1. High Wage Jobs: High wage jobs are those that are over 125% of the Maricopa County Median Wage (currently \$44,060).
2. GPEC Assist: Companies that located in the region, for which GPEC provided assistance, that do not qualify as a locate due to project size, for example; and would otherwise be listed as “non-reported locates.” This replaces the Emerging Tech Assist metric from previous reports to better capture GPEC activities.

EXHIBIT C

TARGETED INDUSTRIES FY2017

GPEC and our member communities have identified targeted industries on a local and regional level, incorporating these industries into a regional economic development plan. For fiscal year 2017, GPEC will continue its emphasis on the following: Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies.

Member communities will target the following:

Apache Junction

Business services; environmental technologies research and manufacturing; standard and advanced manufacturing; regional and corporate centers; medical institutions and/or associated satellite operations; mining support facilities; resort/tourist-oriented development; filmmaking (location shooting); expanded retail opportunities

Avondale

Advanced business services/information technology; renewable energies; Bio/medical/life sciences; manufacturing; higher education/lifelong learning, amateur sports and tourism

Buckeye

Advanced business services; renewable energy; high tech (data center and services); environmental technology / sustainability; standard manufacturing; medical and educational institutions; transportation/distribution; small business/incubator; aerospace/aviation

Casa Grande

Aviation/aerospace; biosciences and sustainability; corporate/regional headquarters; healthcare and medical services; standard manufacturing and transportation and distribution

Chandler

Advanced business services; corporate/regional headquarters, high-tech electronics and software development; aerospace/aviation and advanced materials; biosciences and sustainability

El Mirage

Business Services; standard and advanced manufacturing; transportation; warehousing/distribution; heavy industrial; food, fiber, and natural products; aerospace aviation

Fountain Hills

Advanced business services (professional, technical, and scientific services including finance and insurance); healthcare, medical, bio-life sciences and wellness; medical and educational institutions; arts, entertainment and recreation; retail

Gila Bend

Clean technology (manufacturing/central station generation/R&D); warehousing/transportation/distribution; military supply chain; tourism/hospitality; standard manufacturing; agriculture/agri-biotechnology; food, fiber and natural products; aerospace/aviation; heavy industrial

Gilbert

Advanced business services; information communication technology; aerospace/aviation and defense; life sciences; clean and renewable technology; and related corporate/regional headquarters

Glendale

Advanced business services; aerospace and defense; education; healthcare/medical; hospitality/entertainment; manufacturing; renewable energy; technology

Goodyear

Advanced financial/business services; high-tech electronics and software development; aerospace/aviation; advanced materials; biosciences (treatment, medical diagnostics, research) and senior industries; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Maricopa (City)

High-wage employers (salaries averaging at least 125% of the median wage in Maricopa County) that generate at least 80% of income from exporting goods and services outside the region

Mesa

Primary Target Industries: Healthcare, education, aerospace/aviation/defense and tourism/technology

Secondary target industries: Advanced business services; standard and advanced manufacturing; regional and corporate centers; research & development; bioscience; medical devices

Peoria

Advanced business services; high technology (data centers, R&D); life sciences and healthcare technologies; advanced medical services; educational institutions; advanced and standard manufacturing; clean technologies research and manufacturing; entertainment and tourism

Phoenix

Bio-life sciences; advanced business services; manufacturing; sustainable industries and enterprises; higher education; world business, trade and FDI; and established/emerging enterprises; healthcare

Queen Creek

Agritainment/Agribusiness; Healthcare and Biotechnology; Higher Education; Software and Information Technology; Manufacturing

Scottsdale

Bio-life sciences; advanced business services; technology and innovation (including ICT and entrepreneurship/emerging enterprises); higher education; hospitality/visitor trade and commerce

Surprise

Energy (emphasis on renewable and firming); sustainability-centric industries; biomedical/medicine; advanced business services; manufacturing and distribution (emphasis on advanced manufacturing); education (K-12, and emphasis on higher education); semiconductor/microelectronics; aerospace and aviation; entrepreneurial/emerging technology

Tempe

Advanced business services (financial services); high tech/software (R&D, data center and services); high-tech/next generation electronics; aerospace R&D/aviation; bioscience (research, drug development, treatment, medical diagnostics); corporate/regional headquarters; sustainability (environmental); advanced materials/plastics; senior industries; clean tech, renewable energy and manufacturing

Tolleson

Aerospace and advanced materials; food, fiber and natural products; transportation/distribution; standard manufacturing; environmental technology; sustainability

Wickenburg

Standard manufacturing; transportation & distribution; rail services; mining support facilities; renewable energy; healthcare and medical; educational institutions; tourism and filmmaking; expanded retail operations

Youngtown

Youngtown is in the throes of developing a commerce park. The park will target second-stage small manufacturers with some related retail and offices.

EXHIBIT D

FY 2017

REPORTING MECHANISM FOR CONTRACT FULFILLMENT

Monthly Activity Report - Month, Year

BUSINESS ATTRACTION PERFORMANCE METRICS:

GPEC Progress Toward Goals

Targeted Opportunities	Annual Contract Goal	Actual YTD	Goal YTD	% of Goal YTD
PAYROLL GENERATED (MILLIONS)				
NUMBER OF JOBS				
NUMBER OF HIGH-WAGE JOBS				
AVERAGE HIGH WAGE SALARY				
QUALIFIED PROSPECTS				
QUALIFIED INTERNATIONAL PROSPECTS				
GPEC ASSISTS				

KEY BUSINESS ATTRACTION ACTIVITIES AND OTHER GPEC ACTIVITIES

GPEC continues to target high-wage industries (Advanced Business Services; Advanced Manufacturing; Aerospace & Aviation; Logistics & E-Commerce; Mission Critical; Emerging Technologies (including CyberSecurity & Educational IT); Healthcare & Biomedical; Renewable Energies

EXHIBIT E

INSURANCE REQUIREMENTS

The City's insurance requirements are minimum requirements for this Agreement and in no way limit the indemnity covenants contained in this Agreement. The City in no way warrants that the minimum limits required of GPEC are sufficient to protect GPEC from liabilities that might arise out of this Agreement for GPEC, its agents, representatives, employees or Contractors and GPEC is free to purchase such additional insurance as may be determined necessary.

A. Minimum Scope and Limits of Insurance. GPEC shall provide coverage at least as broad as the categories set forth below with limits also listed below.

1. Commercial General Liability – Shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent contractors, and broad form contractual coverage.

Each Occurrence	\$2,000,000
Personal and Advertising	\$2,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$1,000,000

2. 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) Bodily Injury and Property Damage – Combined Single Limit Per Accident \$1,000,000

3. Workers' Compensation and Employers' Liability

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

B. Deductibles and Self-Insured Retentions. Any deductible 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 with the retention.

C. Other Insurance Requirements. The policies are to contain, or be endorsed to contain, the following provisions:

1. Commercial General Liability

a. The City, its officers, officials, agents, employees and volunteers are to be named as additional insureds with respect to liability arising out of: activities performed by or on behalf of GPEC, including the City's general supervision of GPEC; products and completed operations of GPEC; and automobiles owned, leased, hired or borrowed by GPEC.

b. GPEC's insurance shall include broad form contractual liability coverage.

c. The City, its officers, officials, agents, employees and volunteers shall be additional insureds to the full limits of liability purchased by GPEC, even if those limits of liability are in excess of those required by this Agreement.

d. GPEC's insurance coverage shall be primary insurance with respect to City, its officers, officials, agents, employees and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees or volunteers shall be in excess of GPEC's insurance and shall not contribute to it.

e. GPEC's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

f. Coverage provided by GPEC shall not be limited to the liability assumed under the indemnification provisions of this Agreement.

g. The policies shall contain a waiver of subrogation against City, its officers, officials, agents, employees and volunteers for losses arising from work performed by GPEC for the City.

2. Workers' Compensation and Employers' Liability Coverage. The insurer shall agree to waive all rights of subrogation against City, its officers, officials, agents, employees and volunteers for any and all losses arising from work performed by the Contractor for the City.

- D. Notice of Cancellation.** Each insurance policy required by the insurance provisions of this Agreement shall provide the required coverage and shall not be suspended, voided, canceled by either party, reduced in coverage or in limits except after thirty (30) calendar days' prior written notice has been sent to City at the address provided herein for the giving of notice. Such notice shall be by certified mail, return receipt requested.
- E. Acceptability of Insurers.** Insurance is to be placed with insurers with a current A.M. "Best's" rating of not less than A-:VII, unless otherwise acceptable to the City. City in no way warrants that the above required minimum insurer rating is sufficient to protect GPEC from potential insurer insolvency.
- F. Verification of Coverage.** GPEC shall furnish City with Certificates of Insurance (ACORD form or equivalent approved by City) and with original endorsements effecting coverage as required by this Agreement. The certificates and endorsements for each insurance policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. Any policy endorsements that restrict or limit coverage shall be clearly noted on the Certificate of Insurance.

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

All certificates of insurance required by this Agreement shall be sent directly to City at the address and in the manner provided in this Agreement for the giving of notice. City's Agreement/Agreement number, GPEC's name and description of the Agreement shall be provided on the Certificates of Insurance. City reserves the right to require complete certified copies of all insurance policies required by this Agreement, at any time.

- G. Approval.** During the term of this Agreement, no modification may be made to any of GPEC's insurance policies which will reduce the nature, scope or limits of coverage which were in effect and approved by the City prior to execution of this Agreement.

EXHIBIT F
Regional Cooperation Protocol Policy
Greater Phoenix Economic Council and Economic Development Directors Team

The foundation of this policy is built on trust and the spirit of regional cooperation among the entities involved. GPEC and the Economic Development Directors of its member communities agree and acknowledge that it is important that they work together as partners on projects involving the communities which GPEC represents, regardless of the source of the lead, as follows:

1. Demonstrate a commitment to the positive promotion of the Greater Phoenix, specifically, GPEC member communities, as a globally competitive region.
2. Maintain the highest standards of economic development prospect handling, including confidentiality, without jeopardizing a prospect's trust to secure the probability of a regional locate. Partners agree to respect the prospect's request for confidentiality but also agree to notify each other as to the existence of a project with a confidentiality requirement when able and shall make a good-faith effort to involve the appropriate state, regional or local partners at the earliest possible time.
3. Unless otherwise restricted, agree to coordinate through GPEC for any prospect considering a project in Maricopa County or in any of the communities that GPEC represents, understanding that GPEC is in a unique position to represent and speak on regional economic development issues and on characteristics of the region's economy. Likewise, GPEC acknowledges that communities are in the best position to speak about local incentives and efforts surrounding the local economy.
4. For projects that originate with a GPEC member community, GPEC will be available for confidential research access, topical expertise or as a service provider, to add value to the community in securing the project. Additionally, GPEC will not e-track the project unless the community lead makes such a request to do so.
5. Provide accurate and timely information in response to specific requests by all prospects. When a client has narrowed sites to specific GPEC member communities, GPEC will make a good-faith effort to inform those affected EDDT members first. EDDT members agree to provide information solely on their own community when the information requested is site-specific (i.e., cost of land, taxes, development fees, utility availability and cost, zoning process timing, permit timing and local incentives). When site-specific information related to other GPEC communities is requested, EDDT members agree to (i) direct GPEC prospects back to GPEC or (ii) direct non-GPEC generated prospects to contact the affected communities directly, and as a courtesy, contact the affected communities.
6. Agree that regardless of the lead source, public locate announcements shall be coordinated among the company, GPEC member community, and GPEC to reflect inclusiveness and cooperation of all partners (subject to any confidentiality requirements).
7. GPEC and EDDTs will advocate for a robust operating budget for the state economic development agency, and champion sound statewide economic development programs and policies.
8. Discourage the proactive offering of local, municipal financial incentives for existing jobs to companies with current operations in another GPEC community.
9. Inform GPEC member community when a company visits or physical site visit within that community will occur. Economic Development Directors will be the primary point of contact for the company when community information is needed.

10. Agree that the consideration of a future community to GPEC's membership will be brought before EDDT for discussion in advance of any board consideration. EDDT will make a recommendation on the addition of a new community to GPEC's President and CEO.
11. Formalize a process to convene GPEC and Economic Development Directors of GPEC member communities biannually, and cooperate in the exchange of information and ideas reflecting practices, procedures and policies relating to prospect handling and regional economic development.
12. Work collectively to maintain a high level of trust and integrity by and between GPEC and the Economic Development Directors of GPEC member communities, utilizing differing views as an opportunity to learn.
13. When conducting market intelligence initiative objective, GPEC staff will coordinate with EDDT to ensure coordination and communication.
14. When a Prospect Information Form (PIF) is issued by the state economic development agency GPEC will coordinate the region's response. All PIF submissions will be directed to GPEC's attention and GPEC will assemble the response and return to the state economic development agency.
15. It is understood GPEC will or may host annual executour(s) and/or other marketing familiarization tour(s) to promote the regional communities. GPEC will make every attempt to provide as much interaction time between the executour guests and EDDTs. It is understood EDDTS will inform GPEC of any upcoming executour(s) and/or other marketing familiarization tours scheduled by their office.
16. Partners agree to enter into a mediation process if there is evidence that this Protocol has not been observed in a material respect or a professional conflict arises that cannot be settled. This mediation process will be convened by the EDDT Chair, who may, at his/her discretion, consult or involve GPEC's President and CEO in addition to others with topical expertise central to the conflict.



Legislation Description

File #: 16-222, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH FREIGHTLINER OF ARIZONA, LLC, FOR THE COOPERATIVE PURCHASE OF A CERTIFIED STREET SWEEPER

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Freightliner of Arizona, LLC, for the cooperative purchase of a certified street sweeper, in an amount not to exceed \$255,613 for the entire term of the Agreement, and to authorize the City Manager to renew the Agreement, at the City Manager's discretion, for an additional two, one-year renewals; contingent upon Council budget approval and Council acceptance of a Maricopa Association of Governments (MAG) funding grant for a certified street sweeper.

Background

In September 2015, the Public Works Department submitted an application to MAG for federal Congestion Mitigation and Air Quality Improvement (CMAQ) funding grant for a certified street sweeper for use on city streets. On February 24, 2016, MAG approved the city's funding request in an amount not to exceed \$241,043.

Freightliner of Arizona, LLC, was awarded a bid by the State of Arizona for Medium and Heavy Duty Cab and Chassis. Staff is requesting to utilize the Arizona Procurement Cooperative Purchasing Agreement, of which Glendale is a member. Contract ADSPO15-093361 was awarded on January 9, 2014 and ends on January 14, 2017, and may be renewed an additional two, one-year renewals.

Cooperative purchasing allows counties, municipalities, schools, colleges, and universities in Arizona to use a contract that was compositely 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.

Analysis

The federal CMAQ grant from MAG allows the city to purchase a certified street sweeper with a 5.7% cash match, or \$14,570. After submitting the application for CMAQ funding, Public Works staff from Solid Waste Management and Equipment Management analyzed sweeper specifications and selected the Schwarze M6 Avalanche to best meet the city's needs.

Previous Related Council Action

On June 25, 2013, Council approved acceptance of a grant from Maricopa Association of Governments and approval of a cooperative purchase of a street sweeper for the Glendale Municipal Airport.

Community Benefit/Public Involvement

The acceptance of this grant will allow the city to purchase a new street sweeper to increase its fleet of sweepers from 4 to 5. The use of a certified street sweeper contributes to improved air quality in Maricopa County.

Budget and Financial Impacts

Funds for the local match have been requested in the Fiscal Year 2016-17 Public Works Capital Improvement Budget. The remaining funds will be reimbursed from the MAG CMAQ grant. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is awarded and fully executed. Expenditures with Freightliner of Arizona, LLC, are not to exceed \$255,613 over the entire term of the agreement, contingent upon Council budget approval and Council acceptance of the MAG funding grant for a certified street sweeper.

Cost	Fund-Department-Account
\$241,043	Fund 1840
\$14,570	2480-78004-551450, Loose Trash Equipment

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

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 Freightliner of Arizona, LLC, an Arizona limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On January 9, 2014, under the Arizona State Procurement Cooperative Purchasing Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the ADSPO15-093361, Medium and Heavy Duty Cab and Chassis ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was January 9, 2014, until the date the contract expires on January 14, 2017, 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 be extended beyond January 14, 2019. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until January 14, 2017. The City Manager or designee, however, may renew the term of this Agreement for 2 one-year periods until the Cooperative Purchasing Agreement expires on January 14, 2019. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed two hundred fifty five thousand six hundred thirteen dollars (\$255,613) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Michelle Woytenko
6210 W. Myrtle Avenue, Suite 111
Glendale, Arizona 85301
623-930-2613

and

Freightliner of Arizona, LLC
c/o Jim Ross
9899 W. Roosevelt St.
Tolleson, AZ 85353
623-907-9900

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

“City”

“Contractor”


City of Glendale, an Arizona
municipal corporation

Freightliner of Arizona, LLC,
an Arizona limited liability company

By: _____

Kevin R. Phelps
City Manager

By: _____


Name: Jim Ross
Title: Truck Sales 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
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT A

State of Arizona ADSP015-093361, Medium and Heavy Duty Cab and Chassis



Contract Change Order Summary

Contract No.: ADSPO15-093361

Change Order No.: 3

Date: October 23, 2015

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

Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)

Freightliner of Arizona LLC

1. The above mentioned contract is hereby amended as follows:

- a. In accordance with Special Terms and Conditions paragraph 2.6, Contract Extension, the term of the contract shall be extended an additional twelve (12) months through 1/14/2017.



**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.



Master Blanket Purchase Order ADSP015-093361

Header Information

Purchase Order Number:	ADSP015-093361	Release Number:	0	Short Description:	Medium and Heavy Duty Cab and Chassis (Freightliner, Western Star)
Status:	3PS - Sent	Purchaser:	Lori Noyes	Receipt Method:	Quantity
Fiscal Year:	2015	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	04/21/2015 02:23:25 PM	Control Code:	
Alternate ID:	ADSP014-063242	Retainage %:	0.00%	Discount %:	0.00%
Days ARO:	180	Print Dest Detail:	If Different	Pcard Enabled:	No
Catalog ID:		Release Type:	Direct Release	Actual Cost:	\$0.00
Contact Instructions:	Lori.Noyes@azdoa.gov, 602-542-7144	Tax Rate:			

Master Blanket/Contract End Date (Maximum): 01/14/2019 03:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Commodity Reference Id:

PO External Doc Type:

Agency Attachments: [PO Terms & Conditions - OLD Solicitation File ADSP014-00003602.zip](#) [ADSP014-063242 Contract Document.pdf](#) [Submitted Offer - Freightliner.pdf](#) [Submitted Offer Supplemental - Freightliner.pdf](#) [Awarded Vehicle Specs - Freightliner.zip](#) [Medium and Heavy Duty Cab and Chassis Contract Pricing~2.xlsx](#) [Certificate of Insurance Freightliner Change Order No. 1 Contract Amendment No. 2 - Price Adjustment.pdf](#) [Freightliner Current Certificate of WC Insurance Consent to Assignment.pdf](#) [Freightliner Pricing Effective 06.18.2015.xls](#) [Autocar ACMD42 Autocar ACX42 Autocar ACX64 Autocar Always Up Contract Amendment No. 3 - Contract Extension~6.pdf](#) [Freightliner COI - Expires 3.1.17~1.pdf](#)

Vendor Attachments:

Agency Attachment Forms:

Vendor Attachment Forms:

Primary Vendor Information & PO Terms

Vendor: 000044879 - Freightliner of Arizona LLC
 Jim Ross
 9899 W Roosevelt St
 Tolleson, AZ 85353
 US
 Email: jross@fswaz.com
 Phone: (623)907-9900

Payment Terms: Net 30

Shipping Method: Best Way

Shipping Terms: TBD

Freight Terms: Freight Allowed

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
000044879	PZ000044879	Freightliner of Arizona LLC	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 04/21/2015 **Master Blanket/Contract End Date:** 01/14/2017
Cooperative Purchasing Allowed: Yes

Organization	Department	Dollar Limit	Dollars Spent to Date	Minimum Order Amount
ALL ORG - Organization Umbrella Master Control	AGY - Agency Umbrella Master Control	\$0.00	\$326,808.00	\$0.00

Item Information

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Print Sequence # 1.0, Item # 1: Medium Duty Cab and Chassis Class 4 (14,001-16,000 lb GVWR). Please refer to pricing listed in file 'Freightliner Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-04
 Class 4 Trucks (14,001 - 16,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00

Manufacturer: _____ Brand: _____ Model: _____
 Make: _____ Packaging: _____
 Project No.: _____
 Building Code: _____

Cost Code:
Property Number:

Print Sequence # 2.0, Item # 2: Heavy Duty Cab and Chassis Class 7 (26,001-33,000 lb GVWR). Please refer to pricing listed in file 'Inland Kenworth Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-07
Class 7 Trucks (26,001 - 33,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 3.0, Item # 5: Heavy Duty Cab and Chassis Class 8 (33,001 lb GVWR and Over). Please refer to pricing listed in file 'Inland Kenworth Pricing - Effective 1.15.14.xlsx' within Attachments. 3PS - Sent

NIGP Code: 072-08
Class 8 Trucks (33,001 lb. GVWR and Over)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$0.00	EA - Each	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:
Cost Code:
Property Number:

Print Sequence # 4.0, Item # 3: Operator Training. Training in accordance with the description provided in paragraph 4 of Attachment I. 3PS - Sent

NIGP Code: 072-06
Class 6 Trucks (19,501 - 26,000 lb. GVWR)

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$750.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00

Manufacturer: Brand: Model:
Make: Packaging:
Project No.:
Building Code:

Cost Code:
Property Number:

Print Sequence # 5.0, Item # 4:		Service Training - Training in accordance with the description provided in paragraph 4 of Attachment I. Engine Training Classes for Cummins engines would be provided by Cummins Rocky Mountain located in Avondale, AZ. Price is per student.					3PS - Sent	
NIGP Code: <u>715-47</u>		Manuals: Parts, Personnel, Policy, Purchasing, Training, etc., Not Otherwise Classified						
Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$1,750.00	EA - Each	0.00	\$0.00	7.800%	\$0.00	\$0.00
Manufacturer:		Brand:		Model:				
Make:		Packaging:						
Project No.:								
Building Code:								
Cost Code:								
Property Number:								

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Exit

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Offer and Acceptance

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

OFFER

TO THE STATE OF ARIZONA:

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

FREIGHTLINER STERLING
WESTERN STAR OF ARIZONA

Company Name

9899 N. ROOSEVELT ST

Address

TOLLESON AZ 85353

City

State

Zip

Signature of Person Authorized to Sign Offer

Jim Ross

Printed Name

TRUCK SALES

Title

Phone: 480-282-4000

Fax: 480-282-4059

JROSS@FSWAZ.COM

Contact Email Address

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

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

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. ADSP014-063242

The effective date of the Contract shall be: JANUARY 15, 2014

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 9 day of JANUARY 2014

Procurement Officer



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Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

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The following documents are not contained physically in this document, but are included by reference and available online in ProcureAZ:

Special and Uniform Instructions to Offerors ADSPO14-00003602

All Solicitation Attachments

Pricing (all pricing is contained within the line items in ProcureAZ AND in an attached spreadsheet in ProcureAZ Attachments)

Contractor’s Final Proposal Documents (Submitted in response to solicitation ADSPO14-00003602 and included by reference, attached in ProcureAZ)

Solicitation ADSPO14-00003602 as amended, including all attachments and exhibits



Specifications

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

1. INTRODUCTION/BACKGROUND

- 1.1. Pursuant to A.R.S. 41-2501, The Arizona Department of Administration, State Procurement Office (The State) is seeking to establish statewide contract(s) for Medium and Heavy Duty Cab and Chassis necessary to support all State Agencies, Boards and Commissions and participating Cooperative Members (collectively hereinafter referred to as Eligible Agencies). The Special Terms and Conditions provide a more detailed definition of Eligible Agencies. A list of all State Agencies and Cooperative Members may be found on the State Procurement Office's Website. The State intends to award a contract(s) to qualified vendors in accordance with the terms, conditions and provisions set forth herein.
- 1.2. The awarded contract(s) shall replace existing contracts for Medium and Heavy Duty Cab and Chassis. The State desires to enter into a contract(s) with reliable and capable vendors who can; manage multiple agency accounts and delivery points located throughout the State, provide an effective ordering method for contract specific items, has sufficient statewide delivery capabilities, and offers a full, comprehensive line of Medium and Heavy Duty Cab and Chassis. This contract(s) will be used on an as needed basis; the State makes no guarantee as to actual spend under any resultant contract.

2. GENERAL CONDITIONS AND REQUIREMENTS


- 2.1. All chassis shall be manufacturer's current models in production throughout the term of this contract and shall be services completed by the Contractor before delivery and ready in all respects for use.
- 2.2. All chassis bid and furnished shall meet requirements of applicable Arizona Motor Vehicle laws and all other Federal Motor Vehicle laws (including the Federal Bridge Formula), whether or not such requirements are specified in detail.
- 2.3. The Contractor shall supply a quote sheet within seven (7) calendar days after receiving request from the eligible agency. See Exhibit 1 for quote sheet example. The quotation shall include but not be limited to the following information: State contract number, vehicle availability and delivery lead-time, Vehicle Identification Number (VIN), dealer stock number, vehicle base bid price, itemized options (including line item cost), applicable tax, delivery cost, total price, and point of contact. For vehicles requiring upfit/modifications, all applicable cost shall be included in quotation or as a separate quotation.
- 2.4. Within fourteen (14) calendar days after receipt of a purchase order, Contractor shall provide the eligible agency copies of the manufacturer's factory order numbers, to confirm vehicles have been ordered. If confirmation of manufacturer's factory order numbers is not received within this timeframe the eligible agency has the option to cancel the order and purchase from another source. The eligible agency may charge the extra cost of procuring the vehicles to the original vendor. This shall be considered a mandatory requirement. Failure to provide this document for each vehicle ordered may be cause for determination of default of contract.

3. CHASSIS MODELS

The Contractor is encouraged to provide a full line of new Medium and Heavy Duty Cab & Chassis. Contractors shall submit a vehicle specification sheet for each cab & chassis offered, please see Attachment V, Price and Specification Spreadsheet. Eligible Agencies throughout the State will have varying needs. Contractors shall provide a full line of manufactured new vehicles and all subsequent variants of each vehicle; including but not limited to, models and manufacturer options to meet the needs of an eligible agency.

4. CHASSIS UPFIT/MODIFICATION

The Eligible Agency may request the awarded Contractor(s) to upfit/modify any cab and chassis for specific organizational needs. For example, a chassis may require a specialized body (i.e.: dump body, landscape body, etc.). Other cab and chassis may require interior and/or exterior modifications per the Eligible Agency's request. The Eligible Agency shall supply all upfit/modification requests to the Contractor. The Contractor shall identify any conditions that apply to the upfit/modification on a quotation to the Eligible Agency for review and acceptance before any work commences.

	Specifications	State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063242	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

5. WARRANTY

- 5.1. At a minimum, all equipment supplies under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum of the manufacturer’s warranty from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the eligible agency. The written warranty shall be included with the delivered vehicles to the eligible agency. The warranty terms shall be stated on Attachment II, where indicated.
- 5.2. Contractors are encouraged to provide the State additional warranty packages that exceed the minimum requirements. Additional warranty information shall be included on Attachment II.

6. CAB AND CHASSIS EQUIPMENT REQUIREMENTS

- 6.1. **Decals** – Decals or markings of any type pertaining to advertisement other than those installed by the manufacturer such as name and model shall not be attached to any vehicle.
- 6.2. **Fluid Requirements** – Contractor shall be responsible for notifying the eligible agency of special fluid requirements that are necessary to maintain standard and extended warranties and service agreements i.e. transmission fluid, anti-freeze, oils and lubricants that must be Original Equipment Manufacturer (OEM) only.
- 6.3. **Service Requirements** – All vehicles shall be completely assembled, serviced, adjusted and all equipment including standard and optional equipment shall be installed and the units made ready for continuous operation. Servicing requirements shall include, but not limited to, the following:
 - Complete lubrication
 - Checking of all fluid levels to insure that they are filled to the manufacturer’s recommended capacity
 - Full tank(s) of fuel, less delivery fuel
 - Engine adjustment to proper operation condition
 - Tire inflation to correct pressure
 - Checking of all mechanical and electrical operations
 - Checking for any appearance defects
 - Cleaning, removal of all unnecessary tags and stickers, washing if necessary
- 6.4. **Special Paint Requirement** – Eligible agencies may require special paint for some vehicles, i.e., special highway yellow and special eligible agency fleet colors. An increase of no more than thirty (30) days over the required delivery time shall be allowed for this requirement. Contractors shall indicate on Attachment I if there are any quantity requirements or an additional cost for specialty fleet colors. If no information is entered on Attachment I, it will be understood that there is no quantity requirement or additional cost.
- 6.5. **Special Title Requirement** – There may be a requirement for the title on some vehicles purchased to be titled to other than the ordering eligible agency. The State has programs that require equipment purchased from special funds be returned to the State’s communities. These purchases will be made for authorized political subdivisions.
- 6.6. **Tires** – Any spare tire supplied, optional or standard, shall match the OEM tires and wheels contained on the vehicle. Spare tires shall be full size tire and wheel identical to factory OEM.
- 6.7. **Vehicle Equipment Requirements** – All base vehicles offered shall, at a minimum, include the following:
 - All standard factory equipment
 - Automatic transmission
 - Cruise Control
 - Four (4) keys and two (2) keyless entry remotes (if applicable), per vehicle
 - Air conditioning
 - Cloth seats
 - Rear view mirrors on driver and passenger doors



Specifications

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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State Procurement Office
100 N. 15th Ave, Suite
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- Standard tint glass, if available

7. TRAINING MATERIALS AND DIAGNOSTIC TOOLS

- 7.1. Training shall be provided by the Contractor for equipment supplied upon request from the eligible agency. Training shall be available for maintenance of engine and other mechanical and electrical functions. Training shall be categorized by Operator Training and Service (or Repair) Training and shall be provided according to the description provided in Attachment I.
- 7.2. **Shop Manuals** – Shop manuals shall be provided by electronic, web based and/or hard copy to a requesting eligible agency. If hard copy is available, any costs and ordering mechanisms, such as order forms, shall be indicated on Attachment I.
- 7.3. **Diagnostic Tools/Subscriptions** – The Contractor shall provide a diagnostic scan tool(s), laptop program, and/or yearly subscription for any vehicles offered under this contract for which such device is available, upon request of an Eligible Agency. Cost of initial and any additional diagnostic equipment, yearly subscriptions or programs shall be provided in Attachment I.

8. EXECUTIVE ORDER 2006-13

- 8.1. Executive Order 2006-13 shall apply to all State agencies, boards and commissions.
- 8.2. Contractors shall offer all Cab and Chassis that meet the requirements of Executive Order page 3, paragraph E. and/or meet low GHG emission standards. Vehicles that “meet low-GHG emission standards” are vehicles from the EPA Green Vehicle Guide at <http://www.epa.gov/greenvehicles/Index.do;jsessionid=8230dfdfdad59257e15> that have a Greenhouse Gas Score of 8 or higher, or vehicles that operate on propane, liquefied natural gas (LNG), or compressed natural gas (CNG).

9. MANUFACTURER’S CERTIFICATION

The Contractor shall submit a current and complete Manufacturer’s Certification form (Attachment IV), stating that the Contractor is the Manufacturer or a Certified Representative of the Manufacturer, for each Manufacturer they represent under a resultant contract. The Manufacturer’s Certification form(s) must be executed by the Manufacturer(s) only, and may not be completed by the Contractor. Dealer agreements shall not be accepted in lieu of a Manufacturer’s Certification.



Special Terms and Conditions

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

State of Arizona
State Procurement Office
100 N. 15th Ave, Suite
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1. CONTRACT

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

1.1.1 The State's primary contact for this solicitation and resultant contracts shall be the Procurement Officer assigned to the contract and listed in ProcureAZ.

1.2 Contract Term. The contract term shall commence upon award and will continue for one (1) year unless canceled, terminated or extended as otherwise provided herein.

1.3 Contract Extension. The initial contract term is subject to additional successive one-year periods or portions thereof with a maximum aggregate contract term including all extensions not to exceed five (5) years.

1.4 Contract Type. The contract is a firm fixed-price, Percent (%) discount from MSRP.

1.5 Amendments. Any change in the Contract, including but not limited to the Statement of Work described herein, whether by modification or supplementation, must be accomplished by a formal contract amendment or change order approved by and between the duly authorized representatives of the Contractor and the Arizona State Procurement Office. The Contractor expressly and explicitly understands and agrees that no other method and/or no other document, including correspondence, acts, and oral communications by or from any person, shall be used or construed as an amendment to the contract.

1.6 Contract Changes. The State reserves the right to modify this contract as circumstances may require without penalty to fulfill the needs of the State. The Contractor shall be notified prior to any changes in the contract and shall be accomplished by a contact amendment.

1.7 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 organizations 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. The contractor may not restrict or compel the use of this contract by an eligible agency.

1.8 Estimated Quantities. The State makes no guarantee or commitment of any kind is made concerning the quantity or monetary value of activity actually initiated and completed.

1.9 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.

1.10 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.

Contractor represents and warrants to the State that Contractor has the skill and knowledge possessed by members of its trade or profession and Contractor will apply that skill and knowledge with care and diligence so Contractor and Contractor's employees and any authorized subcontractors shall perform the Services described in this Contract in accordance with the Statement of Work.

1.11 Confidentiality of Records. The Contractor shall establish and maintain procedures and controls that are acceptable to the State for the purpose of assuring that no information contained in its records or obtained from the state or from



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others in carrying out its functions under the contract shall 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 State. The Contractor also agrees that any information pertaining to individual persons shall not be divulged other than to employees or officers of the Contractor as needed for the performance of duties under the Contract, unless otherwise agreed to in writing by the State.

- 1.12 Acceptance. Determination of the acceptability of goods and services shall be made by the sole judgment of the State. Acceptance criteria shall include, but not be limited to conformity to the scope of work, quality of workmanship and successfully performing all required Tasks. Nonconformance to any of the stated acceptance and performance criteria of both services and or products as required shall result in a delay for payment. Payment shall not be made until nonconformance to the criteria is corrected as determined by the State.
- 1.13 Cancellation. The State reserves the right to cancel the whole or any part of the contract if, at any time during the performance of the Contract, Contractor initiates or is party to actions including, but shall not limited to;
- 1.13.1 Providing personnel that do not meet the requirements of the contract or attempting to impose on the State, personnel of unacceptable quality,
 - 1.13.2 Failure to provide the State with acceptable proof of compliance with prescribed insurance required
 - 1.13.3 Failure in a material way to correct services not in conformance with the Contract or Purchase Orders;
 - 1.13.4 Repeated failure to comply with the requirements of the Contract;
 - 1.13.5 Material disregard of or failure to comply with any applicable Federal, State or Local law, regulation or ordinance
 - 1.13.6 Failure, neglect, or refusal to proceed with the performance of the Contract in a prompt, safe and diligent manner;
 - 1.13.7 Failure to promptly pay all monies due to subcontractors, vendors, or others for materials and services in connection with the Work; and
 - 1.13.8 Attempting to assign this Contract without obtaining the State's prior consent.
- 1.14 Contract Personnel.
- 1.14.1 It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor shall provide mentally alert, physically fit and qualified individuals to ensure contracted services progress in a safe, orderly and timely manner.
 - 1.14.2 During the course of the contract, the State reserves the right to require the contractor to remove from the project contractor employees found unacceptable by the State. The State may require that the Contractor remove from the Contract employees who endanger persons or property or whose continued employment under this Contract is inconsistent with the interests of the State.
- 1.15 Licenses. The 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 in performance under this contract.
- 1.16 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 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 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.



Special Terms and Conditions

Contract No: ADSP014-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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2. USAGE REPORTS

- 2.1 Contractors shall submit a Quarterly Report documenting all contract sales. The proper Usage Report Forms may be found on the State Procurement Office's web site http://spo.az.gov/Contractor_Resources/Admin_Fee/. Any alternate Quarterly Usage Report format shall be approved by the Procurement Officer. If there are no contract sales during a quarter, a Quarterly Usage Report indicating "no contract sales" shall be submitted to satisfy this requirement.
- 2.2 Contractors shall submit the Quarterly Usage Report to the State Procurement Office no later than the last day of the month following the end of each calendar quarter. Usage Reports shall be submitted to the following address:

Arizona Department of Administration
State Procurement Office
Attention: "Statewide Contract Usage Report"
100 N. 15th Avenue, Suite 201
Phoenix, AZ 85007
- 2.3 The submission schedule for 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 April 30
April through June (FY Q4)	Due July 31
- 2.4 Contractor's failure to remit accurate quarterly usage reports 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.
- 2.5 Annual Itemized Spend 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.

3. 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.'

4. CONTRABAND

- 4.1 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.
- 4.2 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.)
- 4.3 PROMOTING PRISON CONTRABAND - A.R.S. | 13-2505:



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- 4.3.1 A person, not otherwise authorized by law, commits promoting prison contraband:
- A. By knowingly taking contraband into a correctional facility or the grounds of such a facility; or
 - B. By knowingly conveying contraband to any person confined in a correctional facility; or
 - C. By knowingly making, obtaining or possessing contraband while being confined in a correctional facility.

4.3.2 Promoting prison contraband is a Class 5 felony.

5. CURRENT MODELS

All vehicles shall be the manufacturer's current models in production at the time of delivery. All vehicles shall be new, unused, equivalent in style and quality to those offered to the general public and meet or exceed all specifications and requirements set forth in this solicitation.

6. DEALERSHIP, PARTICIPATING SERVICE AND DELIVERY LOCATIONS

- 6.1 The Contractor may submit, at any time during the contract period, new dealership, participating service and delivery locations that will be used as subcontractors for both product deliveries and drive in service centers under the contract. Requests are to be submitted electronically and shall contain:
- 6.1.1 The dealer or outlet name
 - 6.1.2 Location (physical address)
 - 6.1.3 Telephone/fax numbers and email information
 - 6.1.4 Key personnel at that location
- 6.2 Approval shall be in the form of a bilateral change order in ProcureAZ, and shall become effective on the date the change order is the 'Sent' status.

7. DELIVERY (MINIMUM)

- 7.1 Delivery location shall be identified on the issuing eligible agency purchase order. Deliveries shall be made within 120 days of receipt of purchase orders, unless factory delays make this impossible. Dealer shall notify the eligible agency of such delays along with revised delivery estimate from factory immediately after it becomes known. If manufacturer has a website available to check order status, this information will be shown in space provided on Attachment I.
- 7.2 All deliveries shall be made Monday through Friday from 8:00 A.M. to 2:00 P.M., unless a time has been agreed upon between the Contractor and eligible agency. The Contractor shall be required to give the ordering eligible agency a minimum of 24 hour notification prior to delivery with the anticipated time of delivery and number of units to be delivered.
- 7.3 All vehicles shall be delivered with four (4) keys and if applicable two (2) keyless entry remotes and a full tank(s) of fuel, less delivery.
- 7.4 The following documents shall be provided upon delivery of the vehicles(s):
- 7.4.1 M.S.O. (Manufacturer Statement of Origin) that includes the odometer statement
 - 7.4.2 Warranty Document
 - 7.4.3 Manufacturers unaltered invoice
 - 7.4.4 The retail price label must be affixed to the window of all vehicles delivered
 - 7.4.5 Delayed warranty/in-service start request form (if requested by ordering entity)



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8. EQUIPMENT INSPECTION

- 8.1 Contractor shall retain title and control of all goods until they are delivered, inspected and accepted. All risk of transportation and related charges shall be the responsibility of the Contractor. The Contractor shall file all claims for visible and concealed damage. The State shall notify the Contractor promptly of any damaged goods and shall assist the Contractor in arranging for inspection.
- 8.2 Each vehicle delivered shall be subject to a complete inspection by the eligible agency prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. Thirty (30) calendar days shall be allowed for this process. If delivered equipment is returned to the Contractor prior to acceptance for any reason, additional periods of thirty (30) calendar days shall be allowed for inspection when subsequent deliveries occur. All corrections shall be made within seven (7) calendar days of reported deficiency. All corrections shall be made without any inconvenience to the State.

9. EXCISE TAX EXEMPTION

The State of Arizona and its political subdivisions are exempt from federal excise tax in the case of sales of articles to state agencies or political subdivision for use in the exercise of essential government functions. It is agreed that where articles purchased tax-free under the exemption are used for purposes other than in the exercise of essential functions, or are sold to employees or others, the user shall report such facts to the vendor.

10. FINANCIAL SOUNDNESS

- 10.1 The State Procurement Office (SPO) must be notified in writing of any substantial change in the Contractor's financial condition during the term of the Contract. Failure to notify SPO of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.
- 10.2 The State may request the Contractor and any of the Contractor's Subcontractors to provide a certified Statement of Financial Capability or the company's most current financial Statement which has been audited by their outside auditing firm.

11. IN-SERVICE NOTIFICATION

Vehicles not placed in service immediately upon receipt shall be warranted from the date the vehicle is placed in service. The eligible agency shall notify the Contractor in writing of the actual in-service date, on forms to be provided for such purpose upon request by the eligible agency.

12. INDEMNIFICATION CLAUSE

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

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



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13. 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
- Each Occurrence \$1,000,000

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



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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.

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 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.



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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.

14. INVOICE – BILLING

14.1 All billing notices or invoices shall be sent to the eligible agency whose address appears on the contract release order/purchase order as the ‘bill to address’ and should contain, at a minimum, the following information:

- 14.1.1 Both the contract number and contract release/purchase order number
- 14.1.2 Name and address of the contractor
- 14.1.3 The contractor’s remittance address
- 14.1.4 Contractor’s representative to contact concerning billing questions
- 14.1.5 Contractual payment terms
- 14.1.6 Applicable taxes

15. LOBBYING

The Contractor shall not engage in lobbying activities, as defined in 40 CFR part 34 and ARS §41-1231, et seq., using monies awarded under this Contract. Upon award of this Contract, the Contractor shall disclose all lobbying activities to the State to the extent they are an actual or potential conflict of interest or where such activities would create an appearance of impropriety. The Contractor shall implement and maintain adequate controls to assure that monies awarded under this Contract shall not be used for lobbying. All proposed Subcontractors shall be subject to the same lobbying provisions stated above. The Contractor must include anti-lobbying provisions in all Contracts with Subcontractors.

16. OPTIONAL EQUIPMENT

All optional equipment and accessories shall be original equipment from the manufacturer and installed at the factory unless otherwise specified.

17. ORDERING

17.1 Purchase Order Sufficiency. This contract was awarded in accordance with the Arizona Procurement Code and all transactions and procedures required by the code for competitive source selection have been met. A contract release order/purchase order, initiated in accordance with the requirements contained herein, that cites the correct Arizona contract number is the only document required for an Eligible Agency to order and the contractor to deliver the material and /or service. No additional memberships or agreements shall be permitted to use this contract. The contractor may use application type forms but shall only be used to set up accounts.

17.2 Non Contract Items. Any attempt to knowingly represent any material and/or service not specifically awarded, as being under contract with the State of Arizona is a violation of the contract and the Arizona Procurement Code. Any such action is subject to the legal and contractual remedies available to the state inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the contractor.

17.3 Ordering Support. The Contractor shall provide and maintain applicable toll-free telephone numbers, facsimile numbers, and at least one (1) electronic ordering system (such as e-mail or web based) for Customer usage. Failure to maintain this service may be cause for cancellation of the contract.



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17.4 Order Guides. Contractor shall be responsible for furnishing a copy of the manufacturers order guide, at no charge, upon request by an eligible agency.

17.5 Minimum Orders. No minimum dollar or item count shall be allowed on orders from Eligible Agencies.

17.6 Order Acknowledgement. Contractor shall acknowledge receipt of all Orders. See Specifications Section 2.4 of this document for specific contract requirements.

18. OUTRIGHT PURCHASE

The Contractor shall be authorized to sell vehicles on an outright purchase basis only. No financing or installment payments are a part of this agreement. Title shall transfer to the eligible agency at the time of acceptance, or when the vehicle(s) is accepted at the eligible agency's site.

19. PANDEMIC CONTRACTUAL PERFORMANCE

19.1. The Contractor shall have a 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 any time prior or post award of a contract. At a minimum, the pandemic performance plan shall include:

- Key succession and performance planning if there is a sudden significant decrease in contractor's workforce;
- Alternative methods to ensure there are products in the supply chain; and
- An up to date list of company contacts and organizational chart.

19.2. 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:

- 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;
- The State shall not incur any liability if a pandemic is declared and emergency procurements are authorized by the director as per § 41-2537 of the Arizona Procurement Code; and
- Once the pandemic is officially declared over and/or the contractor can demonstrate the ability to perform, the State, at its sole discretion may reinstate the temporarily voided contract(s).

19.3. The State, at any time, may request to see a copy of the written plan from the contractor. The contractor shall produce the written plan within 72 hours of the request.

20. PRICING

20.1. For the purpose of this contract, "MSRP" shall be defined as an acronym for the Manufacturer's Suggested Retail Price. It represents the Manufacturer's recommended retail selling Price, list Price, published Price, or other usual and customary Price that would be paid by the purchaser for specific commodities and contractual services. It must be available and verifiable by the State.

20.2. **Medium and Heavy Duty Cab and Chassis and Available Options**. All pricing shall be a percentage off MSRP. Pricing shall include the following: all profit, administrative charges, Dealer preparation charges, environmental fees, title application and registration fees, plate transfer fees, handling charges, shipping charges, and any other charges or fees necessary to deliver the base vehicle according to the specification, exclusive of taxes. Shipping charges shall be defined as the delivery cost for each vehicle within the county in which the Contractor is located.

20.3. **Delivery**. Delivery costs for each county outside the county in which the dealer is located shall be indicated on Attachment I. There shall be no delivery charges for vehicles delivered within the county in which the Contractor is located.

20.4. **Supplemental Pricing – All Inclusive**. Pricing is all-inclusive, including any ancillary fees and costs required to accomplish the Statement of Work and all aspects of the Contractor's offer as accepted by the State. Details of service not explicitly stated in the Statement of Work or in the Contractor's Offer, but necessarily a part of, are deemed to be



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understood by the Contractor and included herein. All administrative, reporting or other requirements, all overhead costs and profit and any other costs towards the accomplishment of the requirements in this Contract are included in the pricing provided.

20.5. Pricing for any additional products or services shall be in accordance with the information provided in Attachment I (Supplemental Pricing Information), Attachment V (Pricing and Specifications Spreadsheet) and line items in ProcureAZ.

20.6. **Price Adjustment.** A fully documented request for a price increase shall be based on the annual OEM model year change.

20.6.1. The State reserves the right to review a request for price increase due to model year change at any time during the term of the contract. The written request from the Contractor shall provide justification for the increase. If requested at any other time other than contract renewal, the request shall include written documentation for the manufacturer stating the availability of the new model year vehicles.

20.6.2. 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. This may be waived upon proper documentation demonstrating the urgency of the request.

20.6.3. All price adjustments will be implemented by a formal contract change order. The State shall determine whether the requested price increase or an alternate option is in the best interest of the State.

20.7. **Price Reductions.** Price reductions may be submitted 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 a published price reduction made to other customers. The state at its own discretion may accept a price reduction. The price reduction request shall be in writing and include the following;

- 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.
- Sales promotions requests shall include difference in pricing, begin and end date of promotion along with the products covered.

20.8. **Sales Promotions.** In addition to decreasing contract pricing in accordance with the provision entitled Price Reduction, the Contractor may conduct sales promotions involving specific products or groups of products specified herein for specified time periods. If electing to exercise this provision, the Contractor shall submit:

20.8.1. A formal request that identifies the affected contract product or product groups

20.8.2. The promotional price vs. the existing contract price

20.8.3. The start and end date of the sales promotion

Approval shall be in the form of a contract amendment. Pricing shall be available to all eligible agencies through the dates specified in the request. Upon approval the Contractor shall provide conspicuous notice of the promotion.

21. PRODUCTS

21.1. **Product Removal.** The contractor shall not cancel or remove products without prior approval of the State. The contractor shall provide an equal or acceptable replacement approved by State if available.

21.2. **Product Discontinuance.** In the event that a product or groups of products are discontinued by a manufacturer, written notice shall be submitted to the State within 5 business days of notification from manufacturer. The State at its sole discretion may allow the Contractor to provide replacements for the discontinued product(s) or allow the deletion of such products from the contract. Approval shall be in the form of a contract amendment or change order and shall become effective upon execution of the amendment or change order, unless otherwise stated. Upon approval by the



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State, the Contractor shall make available all electronic and hard catalog/price list updates to all eligible at no additional cost to the State. The request may be submitted at any time during the contract period and shall be supplemented with the following information. Failure to supply any of the following information with the request may result in the State not considering the request.

- A formal announcement or documentation from the manufacturer stating that the product(s) have been discontinued.
- Documentation describing any replacement product providing clear evidence that the replacement product(s) meets or exceeds the specifications of the discontinued product(s) while remaining in the same product group(s) as the discontinued item, and;
- Documentation confirming that the price for the replacement product(s) is equivalent or less than the discontinued item.

21.3. New Products. The State, at its sole discretion, reserves the right to include additional products or product categories that are within the Specifications and in the best interest of the State. The request may be submitted at any time during the contract period and shall be supplemented with the information below. Approval(s) shall be in the form of a contract amendment or change order and shall become effective on the date specified in the amendment or change order. 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. Pricing shall be in line with current contract pricing. Contractor's request for new products shall include the following information;

21.3.1. A formal announcement from the manufacturer stating that the product(s) are new and were not available at the time of contract award.

21.3.2. Documentation from the manufacturer that cites the effected products by item number and description.

21.3.3. Documentation that provides clear evidence that the new products are those that are within an established contract group. **NO OTHER PRODUCTS SHALL BE ALLOWED.**

21.3.4. That States prices at which sales are currently or were last made to a significant number of any categories of buyers or buyers constituting the general buying public for the materials or services involved and that will be sold at the existing discount (percent %) from list price as existing products.

21.4. Warranty. All equipment supplied under these specifications shall be fully warranted by the vehicle manufacturer against mechanical and electrical defects for a minimum period of 36 months from the date of acceptance. This warranty shall cover such items as actual repair labor, parts, and shipping charges to and from the nearest service facility or other designated repair depot. Any defects of design, workmanship or material, shall be fully corrected by the vendor without cost to the Eligible Agency. The written warranty shall be included with the delivered vehicles to the Eligible Agency.

21.5. Forced Substitutions. Forced substitutions shall not be allowed. The contractor shall obtain prior written approval from the Eligible Agency before any substitution may be made for an out of stock item.

21.6. Recall Notices. In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from any resultant contract, a notice shall be sent to the eligible agency listed on each applicable purchase order. Each notice shall reference the affected purchase order and vehicle identification number. **The contractor shall provide and retrofit at no cost to the State all vehicles purchased under this contract with vehicle safety enhancements as a result of the recall.**

22. SUBCONTRACTS

22.1. Subcontractor Approval. 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. The contractor shall submit a formal written request on company



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letterhead and including an Attachment III, Proposed Subcontractors, or a document containing the information requested in Attachment III.

22.2. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract. 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. Nothing contained in any subcontract shall create a contractual relationship between any subcontractor and the State.

23. TRAINING QUALITY ASSESSMENT

If determined by the eligible agency that training was insufficient and did not meet all requirements of the contract, the Contractor must conduct additional training at the same location and at the Contractor's expense. Scheduling of any repeated classes shall be coordinated through the requesting eligible agency.

24. VEHICLE DOCUMENTATION

The Contractor shall include in each vehicle an owner, operator and maintenance manual. This shall include all standard manufacturer literature normally furnished with the purchase of a new vehicle at the time of delivery.

25. VEHICLE CONTRACTS PHASE I AND PHASE II (INCLUDING PURCHASES FROM STOCK)

25.1. The State of Arizona shall continue to have two-phase contracts for vehicles. The intent of the two-phase contract is to allow eligible agencies vehicle contract coverage for a full 12-month period.

25.2. Phase I shall take effect upon award of this Invitation for Bid and shall expire on the factory cut-off date.

25.2.1. The Contractor shall notify the State of a contracted vehicle's Production Cut-off date in writing and received by the contract administrator no later than thirty (30) calendar days prior to the effective date of the Production Cut-off. In the event the Manufacturer should give less than thirty (30) calendar days' notice of a Production Cut-off to the Contractor, the Contractor shall notify by telephone, email or letter, the Contract Administrator no later than the next business day. When available, the Contractor agrees to immediately provide copies of the Manufacturer's notice of Production Cut-off to the Contract Administrator upon request.

26. VEHICLE PRICING-PHASE II (PURCHASES FROM STOCK)

26.1. Purchases from dealer's stock may occur at any time during the contract, including during Phase II, which shall be effective upon the expiration date of Phase I and shall expire upon the award of the succeeding year vehicle contract.

26.2. Eligible agencies have historically purchased many vehicles during the Phase II portion of the contract. It is imperative that bidders/contractors view this portion of the contract as a Contractual Requirement.

26.3. Vehicles in the Phase II/purchase from stock portion of the contract shall be priced as follows:

26.4. The Phase II, or purchase from stock, contract price for the vehicles shall be the dealers cost as shown on the manufacturer's invoice for the vehicle in question, less the manufacturer's bid assistance available for that model/power-train combination plus dealer margin for the applicable contract item number. Contractor shall provide a copy of manufacturer's invoice to the ordering eligible agency. The manufacturer's invoice shall be unaltered to include original pricing from the manufacturer. Failure to price in this manner may be cause for contract cancellation. **Transportation costs to transfer a vehicle from another dealer for a Phase II or purchase from stock may be added to the cost of the vehicle. The justification for this cost is at the discretion of the ordering eligible agency.**

27. FEDERAL TERMS

THE FOLLOWING SPECIAL TERMS AND CONDITIONS SHALL APPLY TO PURCHASES OF ANY VEHICLES PROCURED WITH FEDERAL FUNDS



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27.1. BUS TESTING The Contractor (Manufacturer) agrees to comply with 49 U.S.C. §5323 (C) and FTA 's implementing regulation at 49CFR Part 665 and shall perform the following:

Manufacturer of a new bus model or a bus produced with a major change in components or configuration shall provide a copy of the final test report to the recipient at a point in the procurement process specified by the recipient which shall be prior to the recipient's final acceptance of the first vehicle.

A manufacturer who releases a report under paragraph 1 above shall provide notice to the operator of the testing facility that the report is available to the public.

If the manufacturer represents that the vehicle was previously tested, the vehicle being sold should have the identical configuration and major components as the vehicle in the test report, which must be provided to the recipient prior to the recipient's final acceptance of the first vehicle. If the configuration or components are not identical, the manufacturer shall provide a description of the change and the manufacturer's basis for concluding that it is not a major change requiring additional testing.

If the manufacturer represents that the vehicle is "grandfathered" (has been used in mass transit service in the United States before October 1, 1988, and is currently being produced without a major change in configuration or components), the manufacturer shall provide the name and address of the recipient of such vehicle and the details of that vehicle's configuration and major components.

27.2 BUY AMERICA

The Contractor agrees to comply with 49 U.S.C. 5323 (j) and 49 CFR Part 661, which provide that federal funds may not be obligated unless steel, iron, and manufactured products used in FTA-funded projects are produced in the United States, unless a waiver has been granted by FTA or the product is subject to a general waiver. General waivers are listed in 49 CFR 661.7 and include final assembly in the United States for 15 passenger vans and 15 passenger wagons produced by Chrysler Corporation, microcomputer equipment, software, and small purchases (currently less than \$100,000) made with capital, operating, or planning funds. Separate requirements for rolling stock are set out at 5323(j)(2)(C) and 49 CFR 661.11. Rolling stock not subject to a general waiver must be manufactured in the United States and have a 60 percent domestic content.

An Offeror may be required to submit an appropriate Buy America certification if federal funds are utilized to procure products and/or services under the contract.

27.3 CARGO PREFERENCE REQUIREMENTS

The Contractor agrees:

To use privately owned United States-Flag commercial vessels to ship at least 50 percent of the gross tonnage (computed separately for dry bulk carriers, dry cargo liners, and tankers) involved, whenever shipping any equipment, material, or commodities pursuant to the underlying contract to the extent such vessels are available at fair and reasonable rates for United States-Flag commercial vessels.

To furnish within 20 working days following the date of loading for shipments originating within the United States or within 30 days following the date of leading for shipments originating outside the United States, a legible copy of a rated, "on-board" commercial ocean bill-of-lading in English for each shipment of cargo described in the Preceding Paragraph to the Division of National Cargo, Office of Market Development, Maritime Administration, Washington, DC 20590 and to the FTA recipient (through the contractor in the case of a subcontractor's bill-of-lading.)

To include these requirements in all subcontracts issued Pursuant to this contract when the subcontract may involve the transport of equipment, material, or commodities by ocean vessel.

27.4 CIVIL RIGHTS



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The Contractor is required to comply with Executive Order 99-4 "Non-Discrimination in Employment by Government Contractors and Subcontractors," which is hereby included in its entirety by reference and considered a part of this Contract.

The Contractor is required to comply with Title VI of the Civil Rights Act of 1964, as amended. Accordingly, Title 49, Code of Federal Regulations, Part 21 through Appendix H and Title 23 CFR 710.405 (b) are made applicable by reference and are hereinafter considered part of this Contract.

The Contractor is required to comply with the provisions of Executive Order 11246, entitled "Equal Employment Opportunity," as amended by Executive Order 11375, and as supplemented in Department of Labor Regulations (41 CFR Part 60). Said provisions are made applicable by reference and are hereinafter considered a part of this Contract.

27.5 CLEAN AIR

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. §~ 7401 et.seq. The Contractor agrees to report each violation to the Purchaser and understands and agrees that the Purchaser will, in turn, report each violation as required to assure notification to FTA and the appropriate EPA Regional Office.

Include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

27.6 CLEAN WATER

The Contractor agrees to:

Comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et ~g.

To report each violation to the Purchaser and understands and agrees that the Purchaser shall, In turn, report each violation as required to assure notification to the FTA and the appropriate EPA Regional Office.

To include these requirements in each subcontract exceeding \$100,000 financed in whole or in part with Federal assistance provided by FTA.

27.7 CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Overtime Requirements: No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.

Violation; liability for unpaid wages; liquidated damages: In the event of any violation of the clause set forth in paragraph (a) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (a) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (a) of this section.



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Withholding for unpaid wages and liquidated damages: The grantee or recipient shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the contractor or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid wages and liquidated damages as provided in the clause set forth in paragraph (b) of this section.

Subcontractors: The contractor or subcontractor shall insert in any subcontracts the clauses set forth in this section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The prime contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in this section.

Payrolls and basic records: Relating thereto shall be maintained by the contractor during the course of the work and preserved for a period of three years thereafter for all laborers and mechanics working at the site of the work (or under the United States Housing Act of 1937, or under the Housing Act of 1949, in the construction or development of the project). Such records shall contain the name, address, and social security number of each such worker, his or her correct classification, hourly rates of wages paid (including rates of contributions or cost anticipated for bona fide fringe benefits or cash equivalents thereof of the types described in section 1(b)(2)(B) of the Davis-Bacon Act), daily and weekly number of hours worked, deductions made and actual wages paid. Whenever the Secretary of Labor has found under 29CFR 5.5(a)(1)(iv) that the wages of any laborer or mechanic include the amount of any cost reasonably anticipated in providing benefits under a plan or program described in section 1(b)(2)(B) of the Davis-Bacon Act, the contractor shall maintain records which show that the commitment to provide such benefits is enforceable, that the plan or program is financially responsible, and that the plan or program has been communicated in writing to the laborers or mechanics affected, and records which show the costs anticipated or the actual cost incurred in providing such benefits. Contractors employing apprentices or trainees under approved programs shall maintain written evidence of the registration of apprenticeship programs and certification of trainee programs, the registration of the apprentices and trainees, and the ratios and wage rates prescribed in the applicable programs.

27.8 ENERGY CONSERVATION

The contractor agrees to comply with mandatory standards and policies relating to energy efficiency, which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

27.9 FEDERAL CHANGES

Contractor shall at all times comply with all applicable FTA regulations, policies, procedures and directives, including without limitation those listed directly or by reference in the Agreement (Form FTA MA (2) dated October, 1995) between Purchaser and FTA, as they may be amended or promulgated from time to time during the term of this contract. Contractor's failure to so comply shall constitute a material breach of this contract.

27.10 INCORPORATION OF FEDERAL TRANSIT ADMINISTRATION (FTA) TERMS

The preceding provisions include, in part, certain Standard Terms and Conditions required by DOT, whether or not expressly set forth in the preceding contract provisions. All contractual provisions required by DOT, as set forth in FTA Circular 4220.1 C, dated May 1, 1995, are hereby incorporated by reference. Anything, to the contrary herein notwithstanding, all FTA mandated terms shall be deemed to control in the event of a conflict with other provisions contained in this Agreement. The Contractor shall not perform any act, fail to perform any act, or refuse to comply with any (name of grantee) requests, which would cause (name of grantee) to be in violation of the FTA terms and conditions.



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27.11 LOBBYING RESTRICTIONS

Contractors who apply or bid for an award of \$100,000.00 or more shall file the certification required (ATTACHMENT ASSIGN NUMBER) by 49CFR part 20, "New Restrictions of Lobbying". Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier shall also disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contracts on its behalf with non-Federal funds with respect to the Federal contract, grant or award covered by 31 U.S.C. 1352. Such disclosures are forwarded from tier to tier up to the recipient.

27.12 NO GOVERNMENT OBLIGATION TO THIRD PARTIES

The Purchaser and Contractor acknowledge and agree that, notwithstanding any concurrence by the Federal government in or approval of the solicitation or award of the underlying contract, absent the express written consent by the Federal Government, the Federal Government is not a party to this contract and shall not be subject to any obligations or liabilities to the Purchaser, Contractor, or any other party (whether or not a party to that contract) pertaining to any matter resulting from the underlying contract.

The Contractor agrees to include the above clause in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clause shall not be modified, except to identify the subcontractor who will be subject to its provisions.

27.13 PRE-AWARD AND POST- DELIVERY AUDIT REQUIREMENTS

The contractor agrees to comply with 49 U.S.C. § 5323 (1) and FTA's implementing regulation at 49 C.F.R. Part 663 and to submit the following certifications:

Buy America Requirements: The Contractor shall complete and submit a declaration certifying either compliance or noncompliance with Buy America. If the offeror certifies compliance with Buy America, it shall submit documentation, which lists:

Component and sub-component parts of the rolling stock to be purchased identified by manufacturer of the parts, their country of origin and costs.

The location of the final assembly point for the rolling stock, including a description of the activities that will take place at the final assembly point and the cost of final assembly.

Solicitation Specification Requirements: The contractor shall submit evidence that it will be capable of meeting the bid specifications.

Federal Motor Vehicle Safety Standards (FMVSS): The Contractor shall submit:

Manufacturer's FMVSS self-certification sticker information that the vehicle complies with relevant FMVSS or;

Manufacturer's certified statement that the contracted buses will not be subject to FMVSS regulations.

27.14 PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENT OR RELATED ACTS

The Contractor acknowledges that the provisions of the Program Fraud Civil Remedies Act of 1986, as amended, 31 U.S.C. §~ 3801 et seq. And U.S. DOT regulations, "Program Fraud Civil Remedies," "49 C.F.R. Part 31, apply to its actions pertaining to this project. Upon execution of the underlying contract, the Contractor certifies or affirms the truthfulness and accuracy of any statement it has made, it makes, it may make, or causes to be made, pertaining to the underlying contract or the FTA assisted project for



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which this contract work is being performed. In addition to other penalties that may be applicable, the Contractor further acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification, the Federal Government reserves the right to impose the penalties of the Program Fraud Civil Remedies Act of 1986 on the contractor to the extent the Federal Government deems appropriate.

The Contractor also acknowledges that if it makes, or causes to be made, a false, fictitious, or fraudulent claim, statement, submission, or certification to the Federal Government under a contract connected with a project that is financed in whole or in part with Federal assistance originally awarded by FTA under authority of 49 U.S.C. ~ 5307, the Government reserves the right to impose the penalties of 18 U.S.C. § 1001 and 49 U.S.C. §5307(n)(1) on the Contractor, to the extent the Federal Government deems appropriate.

The Contractor agrees to include the above two clauses in each subcontract financed in whole or in part with Federal assistance provided by FTA. It is further agreed that the clauses shall not be modified, except to identify the subcontractor who will be subject to the provisions.

27.15 PRIVACY ACT

The Contractor agrees to comply with, and assures the compliance of its employees with, the information restrictions and other applicable requirements of the Privacy Act of 1974, 5U.S.C. § 552a. Among other things, the contractor agrees to obtain the express consent of the Federal Government before the Contractor or its employees operate a system of records on behalf of the Federal Government. The Contractor understands that the requirements of the Privacy Act, including the civil and criminal penalties for violation of that Act, apply to those individuals involved, and that failure to comply with the terms of the Privacy Act may result in termination of the underlying contract.

The Contractor also agrees to include these requirements in each subcontract to administer any system of records on behalf of the Federal Government financed in whole or in part with Federal assistance provided by FTA.

27.16 STATE AND LOCAL LAW DISCLAIMER

The use of many of the suggested clauses are not governed by Federal Law, but are significantly affected by State Law. The language of the suggested clauses may need to be modified depending on state law, and that before the suggested clauses are used in the grantees procurement documents, the grantees should consult with their local attorney.



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Version 9 (Revised 7-1-2013)

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

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



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- 2.3. Contract Order of Precedence. In the event of a conflict in the provisions of the Contract, as accepted by the State and as they may be amended, the following shall prevail in the order set forth below:
- 2.3.1. Special Terms and Conditions;
 - 2.3.2. Uniform Terms and Conditions;
 - 2.3.3. Statement or Scope of Work;
 - 2.3.4. Specifications;
 - 2.3.5. Attachments;
 - 2.3.6. Exhibits;
 - 2.3.7. Documents referenced or included in the Solicitation.
- 2.4. Relationship of Parties. The Contractor under this Contract is an independent Contractor. Neither party to this Contract shall be deemed to be the employee or agent of the other party to the Contract.
- 2.5. Severability. The provisions of this Contract are severable. Any term or condition deemed illegal or invalid shall not affect any other term or condition of the Contract.
- 2.6. No 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



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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.
- 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 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.



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- 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 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.



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

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

6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

- 6.4.2.1. Late delivery of equipment or materials caused by congestion at a manufacturer's plant or elsewhere, or an oversold condition of the market;
- 6.4.2.2. Late performance by a subcontractor unless the delay arises out of a force majeure occurrence in accordance with this force majeure term and condition; or
- 6.4.2.3. Inability of either the Contractor or any subcontractor to acquire or maintain any required insurance, bonds, licenses or permits.

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



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- 7.2.1. Of a quality to pass without objection in the trade under the Contract description;
- 7.2.2. Fit for the intended purposes for which the materials are used;
- 7.2.3. Within the variations permitted by the Contract and are of even kind, quantity, and quality within each unit and among all units;
- 7.2.4. Adequately contained, packaged and marked as the Contract may require; and
- 7.2.5. Conform to the written promises or affirmations of fact made by the Contractor.
- 7.3. Fitness. The Contractor warrants that any material supplied to the State shall fully conform to all requirements of the Contract and all representations of the Contractor, and shall be fit for all purposes and uses required by the Contract.
- 7.4. Inspection/Testing. The warranties set forth in subparagraphs 7.1 through 7.3 of this paragraph are not affected by inspection or testing of or payment for the materials by the State.
- 7.5. Compliance With Applicable Laws. The materials and services supplied under this Contract shall comply with all applicable Federal, state and local laws, and the Contractor shall maintain all applicable license 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,



Uniform Terms and Conditions

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

or pursue any other right or remedy available to it.

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

9. Contract Termination

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

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

	<h2>Uniform Terms and Conditions</h2>	State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Contract No: ADSPO14-063242	
	Description: Statewide Medium and Heavy Duty Cab and Chassis	

rules adopted thereunder.

11. Arbitration

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

12. Comments Welcome

The State Procurement Office periodically reviews the Uniform Terms and Conditions and welcomes any comments you may have. Please submit your comments to: State Procurement Administrator, State Procurement Office, 100 North 15th Avenue, Suite 201, Phoenix, Arizona, 85007.



Exhibit A

Contract No: ADSPO14-063242

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

Quote Sheet State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE:	
CUSTOMER:	
State Contract Number:	ProcureAZ Line Item Number:
Vehicle Description: Make, Model, Vehicle Code, And Trim Level	
Base Vehicle Price	\$
Manufacturer Options Upgrades or Upfit/Modifications Requirements	
1.	\$
2.	\$
3.	\$
4.	\$
5.	\$
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
\$	Subtotal (Including Destination and Options)
\$	Upfit/Modification Requirements
\$	SALES TAX
\$	TIRE TAX
\$	DELIVERY FEE
\$	TOTAL DELIVERED PRICE



END OF DOCUMENT

Contract No: ADSPO14-063242

Description: Medium and Heavy Duty Cab and Chassis

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

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

Purchase of one (1) Schwarze M6 Avalanche Sweeper.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
FREIGHTLINER OF ARIZONA, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the agreement.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$255,613 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Compensation is for the purchase of one (1) Schwarze M6 Avalanche Sweeper.

BALAR EQUIPMENT

11023 N. 22ND AVE.
 P.O. BOX 83116
 PHOENIX, AZ 85029

Voice: 602-944-1933
 Fax: 602-944-9687

QUOTATION

Quote Number: 316188
 Quote Date: Mar 21, 2016
 Page: 1

Quoted To:

FREIGHTLINER
 9699 W. ROOSEVELT
 TOLLESON, AZ 85353

Customer ID	Good Thru	Payment Terms	Sales Rep
FREIGHTLINER STERLIN	5/20/16	Net 10 Days	JB

Quantity	Item	Description	Unit Price	Amount
1.00	SCH-M6 AVALANCHE	SCHWARZE M6 AVALANCHE **SEE ATTACHED ELECTRONIC BUILD SHEET FOR M6 AVALANCHE STANDARD EQUIPMENT GUTTER BROOM OPTIONS: * BROOM, TILT POWER DUAL MISCELLANEOUS OPTIONS: * REMOTE GREASE POINT, CONVEYOR/MAIN BROOM * CAMERA SYSTEM, SINGLE REAR LIGHTENING OPTIONS: * ARROWBOARD, TRAFFIC GUIDE, SPLIT LED M2 CHASSIS OPTIONS: * MIRROR, 12" PARABOLIC, SET		

Subtotal	
Sales Tax	
Freight	
TOTAL	

Salesman JB

Owner



Exhibit A

Solicitation No.: ADSP014-00003602

Description: Statewide Medium and Heavy Duty Cab and Chassis

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

Quote Sheet State of Arizona Contract Medium and Heavy Duty Cab and Chassis

DATE: 3/17/16

CUSTOMER: City of Glendale

State Contract Number: ADSP015-093361

ProcureAZ Line Item Number:
5-Freightliner M2 106-Class 8

Vehicle Description: Make, Model, Vehicle Code, And Trim Level
Freightliner M2106 Class 8 Standard

Base Vehicle Price

\$ 73,938.00

Manufacturer Options Upgrades or Upfit/Modifications Requirements
Add chassis options to accommodate mounting Schwarze M6
Avalanche sweeper body Per c/o Glendale Specifications

1. Schwarze M6 Avalanche	\$ 140,482.00
2. Chassis options (incl Fontaine RH sit down drive)	\$ 18,344.00
3. Sub Total-Taxable	\$ 232,764.00
4.	\$
5. Freight from Schwarze	\$ 3,500.00
6.	\$
7.	\$
8.	\$
9.	\$
10.	\$
\$ 236,264.00	Subtotal (Including Destination and Options)
\$ Included	Upfit/Modification Requirements
\$ 19,349.00	SALES TAX
\$ Included	TIRE TAX
\$ Included	DELIVERY FEE
\$ 255,613.00	TOTAL DELIVERED PRICE



SALES AGREEMENT

DATE 3/21/2016

8899 W Roosevelt St
Tolleson, AZ 85353
PH 623-907-9900
Fax 623-907-8403

1230 S Akimel Ln
Chandler, AZ 85226
PH 480-282-4000
Fax 480-282-4059

5650 E Travel Plaza Way
Tucson, AZ 85756
PH 520-514-5018
Fax 520-514-5900

PURCHASER NAME City of Glendale

STREET ADDRESS 6210 W. Myrtle Ave, Ste 111

CITY Glendale STATE AZ ZIP 85301

PHONE 623-903-2621 FAX 623-915-3123

NEW or USED	NEW	SALESMAN	<i>Cory Thompson</i>
YEAR	2017	MAKE	Freightliner
MILEAGE	0		
MODEL	M2 106	COLOR	White
SPECIFICATIONS:		BODY:	Schwarze M6 Avalanche
ENGINE	Cummins ISL 260 HP	VIN	
ENGINE BRAKE	N/A	EQUIPMENT	
TRANSMISSION	Allison 3500 RDS		
RATIO	6.17/8.42		Includes Fontaine RH Sit Down drive
FRONT AXLE	12,000#		
REAR AXLE	23,000#		State Contract #ADSP015-093361
REAR SUSPENSION	Hendrickson HAS		
FRONT WHEEL	22.5x8.25" Accuride Steel		
TIRE SIZE	11R22.5		Delivery approximately 120-150 days after receipt of order
REAR WHEEL	22.5x8.25" Accuride Steel		
TIRE SIZE	11R22.5		
WHEEL BASE	138"		
5TH WHEEL	N/A		
FUEL TANKS	50 Gallon		
EXHAUST	RH under step AT with B-pillar vertical pipe		
BRAKES	Air		
INTERIOR	Vinyl		
SLEEPER	N/A		
FAIRINGS	N/A		
PAINT	White One Stage		

CASH SALE PRICE	\$232,784.00	USED TRUCK TRADE-IN
FEDERAL EXCISE TAX		MAKE OF TRADE-IN
STATE SALES TAX	\$19,349.00	YEAR
LICENSE FEE (ESTIMATED)		MODEL
ARIZONA TIRE TAX		BODY
FREIGHT	\$3,500.00	MVI OR SERIAL NO.
DOCUMENT FEE		BALANCE OWED TO
WARRANTIES		ADDRESS
1. TOTAL PURCHASE PRICE	\$255,613.00	USED TRADE-IN ALLOWANCE
2. DOWN PAYMENT consisting of:		BALANCE OWED ON TRADE-IN
CASH		DEPOSIT OR CREDIT BALANCE
TRADE-IN DEPOSIT OR CREDIT BALANCE		
3. UNPAID CASH BALANCE DUE ON DELIVERY	\$255,613.00	REMARKS

Customer, please read and sign Page 2 of this Agreement.
 This order is for a custom-built truck and is non-cancelable. Deposit is non-refundable. Truck change orders must be received 65 business days prior to scheduled production.
 Delivery is anticipated on or about

PURCHASER'S SIGNATURE _____ Date _____ DEALER OR HIS AUTHORIZED REPRESENTATIVE _____

M6 AVALANCHE SINGLE ENGINE



ELECTRONIC BUILD SHEET

Purchase Order Number	Special Option Request
	Customer Supplied Chassis

SOLD TO: Dealership Name		CUSTOMER NAME	
Address:	Basic Equipment	Address:	City of Glendale, AZ
Contact Name:		Contact Name:	
Contact Phone:		Contact Phone:	

M6 AVALANCHE STANDARD EQUIPMENT

HYDRAULIC SYSTEM	MAIN BROOM
Pump, Variable displacement load sense piston	Diameter, 36"; Length 58"
Hydraulic Tank, 35 gallon, w/ shut-off valve	Hydraulic Direct Drive / In Cab Adjustable Variable Speed
Tank & Cab mounted level and temperature indicator	In-Cab Adjustable Pneumatic lift w/ Positive lift Lock
Hydraulic pressure, 3200 psi	Brush type: Solid core, Wafer or poly strip broom
5 Micro Tank Breather Filter	2" wide Tungsten Carbide Trailing Arm Dirt Shoes
10 micron cartridge return filter	Self-Aligning Bearings, Triple Sealed & Shielded
100 Mesh Suction Strainer	GUTTER BROOMS
120,000 BTU oil to air twin fan oil cooler	49" Diameter
PNEUMATIC SYSTEM	5 Segment Wire Filled Vertical Digger
Electronic Digital Readout Air Regulators	Hydraulic Direct Drive / In Cab Adjustable Variable Speed
Auxiliary Air Tank - 1,488 cu. in. capacity	Free Floating Air Suspension & Air Extention
Electro-Pneumatic valves with push to connect fittings	DUST CONTROL SYSTEM
HOPPER	Heavy Duty Electric diaphragm water pump
Construction, A36 Carbon Steel, 10 Gauge, 3/16" Floor	50 PSI, 5.88 GPM
Roof skylights plus LED illumination & viewing window	Water tank capacity 350 gallons, polyethylene
Capacity, 5.0 Cu.Yd.	25-foot long fire-hydrant fill hose
Lift Capacity, 14,000 LBS	50 mesh cleanable filter, with shut off valve
Twin Cylinder Scissor Lift and Dump	Five nozzles in front of main broom
Variable Dump Height, 16" to 138"	Seven nozzle front spray bar
Side Inspection Door with Ladder Access	Four nozzles per gutter broom
External weatherproof dump switches	Air purge system for flushing water lines
SQUEEGEE CONVEYOR	OPERATING CONTROLS
Heavy Duty, Constant-Radius Roller Chain	Six Sense - Six programmable sweep settings
Self-Aligning Bearings, Triple Sealed & Shielded	Swivel base console for left or right sweeping
Hydraulic Direct Drive / In Cab Adjustable Variable Speed	Keyed power switch
Bolt In 3/16" Abrasion Resisting Floor Plate	Voltmeter, tachometer, and hour meter
BELT CONVEYOR	Back lit sealed rocker switches with icon and text markings
Heavy Duty Multi-Ply Belt w/ Full Width Cleats	7" TFT LCD color display, 800 x 480 pixels
Self-Aligning Bearings, Triple Sealed & Shielded	SAFETY EQUIPMENT
Hydraulic Direct Drive / In Cab Adjustable Variable Speed	Two body props to lock hopper in raised position
SWEeper WARRANTY	Rear Amber LED Strobe / 4 way LED flashing lights
12 Months 1200 Hours	Rear view camera system
	Slow moving vehicle emblem, backup alarm,
	5-lb fire extinguisher, and a warning triangle kit.



Legislation Description

File #: 16-275, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET COMPANY I, LLC, FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Midway Chevrolet Company I, LLC (Midway Chevrolet), for the cooperative purchase of automotive maintenance for original equipment manufacturer (OEM) facilities for light duty vehicles, in an amount not to exceed \$75,000 for the initial partial year of this agreement; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year renewals, in an amount not to exceed \$375,000 over the full term of the agreement.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services, transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service, and accessories for the repair of light duty vehicles from outside vendors is required to keep vehicles functioning properly. The cost for this service is charged back to the responsible departments.

Midway Chevrolet was awarded a bid by Maricopa County for automotive maintenance for OEM facilities for light duty vehicles. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 16030-S was awarded on December 17, 2015, and includes an option to renew the term for an additional four, one-year renewals, allowing the contract to be extended through December 31, 2020.

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.

Analysis

Midway Chevrolet is used for the repair of the City's Chevrolet light duty fleet. The expeditious repair of these

vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Community Benefit/Public Involvement

The use of outside vendors for the repair of light duty vehicles supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding has been requested in the Fiscal Year 2016-17 Fleet Management Budget. Expenditures with Midway Chevrolet are not to exceed \$75,000 for the initial year, with a not to exceed amount of \$375,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$75,000	2590-18300-516200, Fleet Management

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
MIDWAY CHEVROLET COMPANY I, LLC**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midway Chevrolet Company I, LLC, a Delaware limited liability company authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 17, 2015, under the S.A.V.E Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities Contract, Contract No. 16030-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 17, 2015, until the date the contract expires on December 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until December 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 31, 2020. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) annually for a total amount not to exceed three hundred and seventy-five dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

Midway Chevrolet Company I, LLC
c/o Mr. Mike Lewis
2323 W. Bell Road
Phoenix, AZ 85023

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

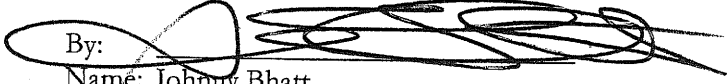
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Midway Chevrolet Company I, LLC,
a Delaware limited liability company

By: _____
Kevin R. Phelps
City Manager

By: 
Name: Johnny Bhatt
Title: Controller

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDWAY CHEVROLET COMPANY I, LLC**

**EXHIBIT A
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES CONTRACT**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDWAY CHEVROLET COMPANY I, LLC**

**EXHIBIT B
Scope of Work**

PROJECT

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SERIAL 16030 S AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

DATE OF LAST REVISION: February 4, 2016 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 09054-C from your contract notebooks)

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**1.0 INTENT:**

This Invitation for Bid (IFB) is intended to establish a contract to provide original equipment manufacturer (OEM) authorized service and parts facilities for Maricopa County fleet on an as needed bases. The County's expectations are to establish coverage for five (5) County Service Centers for warranty work; safety hazards that deem the County vehicle unsafe to operate and overflow work to cut-down further downtime.

All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:**2.1 OEM AUTHORIZED SERVICE FACILITIES:**

- 2.1.1 The OEM service facility must be certified as a factory authorized service facility for passenger, light and medium duty vehicles. All technicians shall be manufacturer certified to perform the service and repairs.
- 2.1.2 The OEM service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.
- 2.1.3 The County's expectations are to establish coverage with OEM service facilities within fifteen (15) miles radius from each County service center supporting the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.
- 2.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) YOUR SERVICE FACILITY IS EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE 20,000 GVW

2.1.5 HOURLY RATES:

The OEM service facility shall provide an hourly rate for normal business hours, after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.

2.2 PARTS PRICING:

The parts pricing shall be for only replacements parts during service /repairs.

- 2.2.1 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.2.2 **All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (=) or minus (-). All bidders must complete Attachment A-1 and list their catalog of OEM parts pricing, and list discount/markup with the margin of a plus (+) or minus (-) a percentage figure in Attachment A. Respondents are instructed to use the applicable manufacturer pricing catalog(s) when completing Attachment A-1.**

2.2.3 **WARRANTY:**

The minimum warranty shall be 90 days or manufacturer's warranty whichever is greater.

2.2.4 **STATUS REPORTS:**

The contractor shall submit a daily status report by email no later than 4:00 p.m. each day to all County's service centers the estimated time for each vehicle(s) to be returned to the County's service centers. The report shall include date received, County's work order number and vehicle number and detail of the status of the repair.

2.3 **SAFETY STANDARDS /REGULATIONS:**

All safety and environmental regulations shall meet Code of Federal Regulation (CFR) under Title 49;

2.3.1 Inspection, Repair, and Maintenance within Part 396,

2.3.2 Parts & Accessories Necessary for Safe Operation within Part 393,

2.3.3 Federal Motor Vehicle Safety Standards within Part 571,

2.3.4 The Society of Automotive Engineer (SAE) standards,

2.3.5 Occupational Safety and Health Administration (OSHA).

2.4 **EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:**

Equipment Services Department operates five (5) service centers.

Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.4.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.4.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.4.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.4.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.4.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.5 **COUNTY'S ROLLING STOCK:**

The County's current rolling stock is as follows but is not limited to:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota

- Nissan
- Isuzu

2.6 WORK ORDER ASSIGNMENTS:

- 2.6.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s). There will be work order assignments that will involve a public safety vehicle(s) (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive and are critical in getting back on the road. Service request as such take priority over other work assignments.
- 2.6.2 The designated employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.
- 2.6.3 The contractor will be provided an expected turnaround date at the time of the work order assignment. If the contractor shall not meet this time frame, the County will make other arrangements with the next authorized service facility on contract.
- 2.6.4 No other County department has the authorization to request service to a County vehicle. Any unauthorized service performed by a contractor results in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

2.7 MINOR REPAIRS UNDER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) AND SERVICE:

The contractor(s) is authorized without written consent to perform minor repairs / replacement parts not to exceed \$200.00 plus (+) tax, such as tire repair, replace a head light, replace air filter, wiper blades, battery, etc.). Do not perform any preventative maintenance.

2.8 REPAIRS OVER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) OR SERVICE:

The contractor(s) must submit by email to the shop supervisor / lead for prior approval to perform any repairs or replacement parts exceeding \$200.00; which may be deemed to be a safety hazard to operate the County vehicle. The written request shall list the Complaint, Cause, and Cure with the cost of replacement parts, hourly rate with hours. All repairs must be completed same business day. Do not request to perform any preventative maintenance.

2.9 RESPONSE TIME:

- 2.9.1 All response times to pick-up a vehicle for service shall be within the same business day, unless an arrangement has been made by both parties.
- 2.9.2 The contractor(s) are responsible for picking up all vehicles under warranty and returning back to the designated service center at no cost to the County. The vehicle(s) not covered under warranty, indicate if applicable if there is a cost to pick up and deliver in the pricing section of this IFB. The County reserves the right to utilize the County's current towing contract if necessary to deliver a vehicle to your service facility.
- 2.9.3 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to not assign any further work order assignments until all vehicles are turned to the County.
- 2.9.4 If the contractor has more than five (5) County vehicles at their facility and no repairs have been completed and no communications has been submitted, the County reserves the right to pick up the vehicle and any cost incurred will be charged to the contractor(s) for non-performance.

2.10 BUSINESS REQUIREMENTS:

2.10.1 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in the compliance of this contract.

2.10.2 The invoices shall be submitted within forty-eight (48) hours from date of service. Electronic copies are acceptable.

2.10.3 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.11 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payment processing, contact accounts payable at 602-506-4668. We encourage electronic invoices and/or statements.

2.11.1 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.12 FACILITY INSPECTION:

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.13 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 INVOICES AND PAYMENTS:

- 3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Contract number
 - County purchase order number (not required if using credit card)
 - County work order and vehicle number
 - Vehicle number or vin#
 - Description-complaint, cause, cure
 - Part number and description
 - Quantity
 - Unit price (per contract discount)
 - Extended price
 - Warranty
 - Hourly rate w/total hours
 - Sales tax and tax rate (on parts only)
 - Total cost
- 3.4.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **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 Maricopa County 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.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.8 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS

3.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 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 County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 **Workers' Compensation.**

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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.5.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

4.5.12 Certificates of Insurance.

4.5.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.12.2 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.9 Stop Work Order

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.9.1 Cancel the stop-work order; or
- 4.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.11.2 Make progress, so as to endanger performance of this contract; or
- 4.11.3 Perform any of the other provisions of this contract.
- 4.11.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.13 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.14 SUBCONTRACTING:

4.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.20 RELATIONSHIPS:

4.20.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.20.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.22.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 4.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 4.22.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 4.24 CONTRACTOR LICENSE REQUIREMENT:
- 4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
 - 4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDWAY CHEVROLET COMPANY I, LLC**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the Maricopa County Contract No. 16030-S.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$75,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

MIDWAY CHEVROLET, 2323 W BELL RD., PHOENIX, AZ 85023

SERIAL 16030
 NIGP CODE: 06069, 70,
 71, 72, 73, 74
 RESPONDENT NAME: MIDWAY CHEVROLET
 VENDOR NUMBER : 2011001022 0
 ADDRESS: 2323 W BELL RD., PHOENIX, AZ 85023
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 602-866-0102
 FACSIMILE NUMBER: 602-760-7099
 WEB SITE: WWW.MIDWAYCOMMERCIAL.COM
 REPRESENTATIVE: MIKE LEWIS
 REPRESENTATIVE E-MAIL: Mlewis@vtaig.com

	<u>YES</u>	<u>NO</u>	<u>REBATE OR DISCOUNT</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD: <small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>	[]	[X]	% _____
VOLUNTARY EMPLOYEE DISCOUNT OFFER	[X]	[]	10% off door rate _____
PAYMENT TERMS: [X] NET 30 DAYS			

1.0 PRICING:

ITEM DESCRIPTION

1.1 All bidders shall reference the prices listed in Attachment A-1 with the margin of a plus (+) or minus (-) a percentage (%) discount or markup.

<u>MANUFACTURER</u>	<u>MARGIN PLUS (+) OR MINUS (-)</u>
General Motors	<u>OUR COST + 5%</u>
Ford	<u>OUR COST + 5%</u>
Dodge	<u>OUR COST + 5%</u>
Nissan	<u>OUR COST + 5%</u>
Honda	<u>OUR COST + 5%</u>
Toyota	<u>OUR COST + 5%</u>
Isuzu	<u>OUR COST + 5%</u>
Other Manufacturer/Pricing (List):	
MITSUBISHI	<u>OUR COST + 5%</u>
RAM	<u>OUR COST + 5%</u>

MIDWAY CHEVROLET, 2323 W BELL RD., PHOENIX, AZ 85023

1.2 Hourly rate and information.

1.2.1 Hourly rate at service facility \$64.00

1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different) \$

1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.2) 80,000 GVW

1.2.4 Indicate if a pick-up and delivery charge for vehicles not covered under warranty \$0

1.2.5 Business Hours 6AM TO 6PM MONDAY TO FRIDAY / 7AM TO 4PM SATURDAY

1.2.6 Service Advisors Name & contact information: MIKE LEWIS 602-672-1484 Mlewis@vtaig.com

1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3)

1.2.7.1 Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009

	Yes	No	
Chevrolet	X		2323 W Bell Rd. Phx, AZ 85023
Ford	X		_____
Dodge	X		_____
Honda	X		_____
Toyota	X		_____
Nissan	X		_____
Isuzu	X		_____
Other	X		_____

1.2.7.2 Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

	Yes	No	
Chevrolet	X		2323 W Bell Rd. Phx, AZ 85023
Ford	X		_____
Dodge	X		_____
Honda	X		_____
Toyota	X		_____
Nissan	X		_____
Isuzu	X		_____
Other	X		_____

MIDWAY CHEVROLET, 2323 W BELL RD., PHOENIX, AZ 85023

1.2.7.3 Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374

	Yes	No	
Chevrolet	X		2323 W Bell Rd. Phx, AZ 85023
Ford	X		
Dodge	X		
Honda	X		
Toyota	X		
Nissan	X		
Isuzu	X		
Other	X		

1.2.7.4 Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003

	Yes	No	
Chevrolet	X		2323 W Bell Rd. Phx, AZ 85023
Ford	X		
Dodge	X		
Honda	X		
Toyota	X		
Nissan	X		
Isuzu	X		
Other	X		

1.2.7.5 Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326

	Yes	No	
Chevrolet	X		2323 W Bell Rd. Phx, AZ 85023
Ford	X		
Dodge	X		
Honda	X		
Toyota	X		
Nissan	X		
Isuzu	X		
Other	X		

PRICING SHEET: NIGP CODE 91078, 92815, 92847, 92855, 92886, 92887, 92917 and 92962

Terms: NET 30
 Vendor Number: 2011000773 0
 Certificates of Insurance: Required
 Contract Period: To cover the period ending **December 31, 2016.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>, AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

Midway Chevrolet/Isuzu
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0202697
FEDERAL TAX ID NUMBER DUNS #

Mr. J. H. Bhatt Controller
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

2323 W. Bell Rd
ADDRESS

602 866-0102 602 760-3361
TELEPHONE FAX #

Phoenix AZ 85023
CITY STATE ZIP

11-9-15
DATE

www.midwaychevy.com
WEB SITE

johatt@vtax.com
EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA


CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

1/6/16
DATE

N/A
CHAIRMAN, BOARD OF SUPERVISORS

DATE

ATTESTED:

N/A
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:

Randell B. Pennington
LEGAL COUNSEL

December 22, 2015
DATE



Legislation Description

File #: 16-276, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH AN CHEVROLET-ARROWHEAD, INC., FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with AN Chevrolet-Arrowhead, Inc. (AN Chevrolet), for the cooperative purchase of automotive maintenance for original equipment manufacturer (OEM) facilities for light duty vehicles, in an amount not to exceed \$75,000 for the initial partial year of this agreement; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year renewals, in an amount not to exceed \$375,000 over the full term of the agreement.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services, transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service and accessories for the repair of light duty vehicles from outside vendors is required to keep vehicles functioning properly. The cost for this service is charged back to the responsible departments.

AN Chevrolet was awarded a bid by Maricopa County for automotive maintenance for OEM facilities for light duty vehicles. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 16030-S was awarded on December 17, 2015, and includes an option to renew the term for an additional four, one-year renewals, allowing the contract to be extended through December 31, 2020.

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.

Analysis

AN Chevrolet is used for the repair of the City's Chevrolet light duty fleet. The expeditious repair of these

vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Community Benefit/Public Involvement

The use of outside vendors for the repair of light duty vehicles supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding has been requested in the Fiscal Year 2016-17 Fleet Management Budget. Expenditures with AN Chevrolet are not to exceed \$75,000 for the initial year, with a not to exceed amount of \$375,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$75,000	2590-18300-516200, Fleet Management

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
AN CHEVROLET-ARROWHEAD, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and AN Chevrolet-Arrowhead, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 17, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities Contract, Contract No. 16030-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 17, 2015, until the date the contract expires on December 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until December 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 31, 2020. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) annually for a total amount not to exceed three hundred and seventy-five dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

AN Chevrolet-Arrowhead, Inc.
c/o Mr. Todd Garrett
162 E. 1st Avenue
Mesa, AZ 85210

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

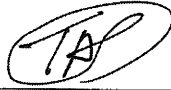
“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

AN Chevrolet-Arrowhead, Inc.,
a Delaware corporation

By: _____
Kevin R. Phelps
City Manager

By:  _____
Name: Todd Garrett
Title: Wholesale Marketing 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
AN CHEVROLET-ARROWHEAD, INC.**

**EXHIBIT A
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES CONTRACT**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AN CHEVROLET-ARROWHEAD, INC.**

EXHIBIT B
Scope of Work

PROJECT

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SERIAL 16030 S AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES


DATE OF LAST REVISION: February 4, 2016 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 09054-C from your contract notebooks)

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**1.0 INTENT:**

This Invitation for Bid (IFB) is intended to establish a contract to provide original equipment manufacturer (OEM) authorized service and parts facilities for Maricopa County fleet on an as needed bases. The County's expectations are to establish coverage for five (5) County Service Centers for warranty work; safety hazards that deem the County vehicle unsafe to operate and overflow work to cut-down further downtime.

All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:**2.1 OEM AUTHORIZED SERVICE FACILITIES:**

2.1.1 The OEM service facility must be certified as a factory authorized service facility for passenger, light and medium duty vehicles. All technicians shall be manufacturer certified to perform the service and repairs.

2.1.2 The OEM service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.3 The County's expectations are to establish coverage with OEM service facilities within fifteen (15) miles radius from each County service center supporting the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.

2.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) YOUR SERVICE FACILITY IS EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE 20,000 GVW

2.1.5 HOURLY RATES:

The OEM service facility shall provide an hourly rate for normal business hours, after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.

2.2 PARTS PRICING:

The parts pricing shall be for only replacements parts during service /repairs.

2.2.1 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.2.2 ~~All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (=) or minus (-). All bidders must complete Attachment A-1 and list their catalog of OEM parts pricing, and list discount/markup with the margin of a plus (+) or minus (-) a percentage figure in Attachment A. Respondents are instructed to use the applicable manufacturer pricing catalog(s) when completing Attachment A-1.~~

2.2.3 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty whichever is greater.

2.2.4 STATUS REPORTS:

The contractor shall submit a daily status report by email no later than 4:00 p.m. each day to all County's service centers the estimated time for each vehicle(s) to be returned to the County's service centers. The report shall include date received, County's work order number and vehicle number and detail of the status of the repair.

2.3 SAFETY STANDARDS /REGULATIONS:

All safety and environmental regulations shall meet Code of Federal Regulation (CFR) under Title 49;

2.3.1 Inspection, Repair, and Maintenance within Part 396,

2.3.2 Parts & Accessories Necessary for Safe Operation within Part 393,

2.3.3 Federal Motor Vehicle Safety Standards within Part 571,

2.3.4 The Society of Automotive Engineer (SAE) standards,

2.3.5 Occupational Safety and Health Administration (OSHA).

2.4 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.4.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.4.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.4.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.4.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.4.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.5 COUNTY'S ROLLING STOCK:

The County's current rolling stock is as follows but is not limited to:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota

- Nissan
- Isuzu

2.6 WORK ORDER ASSIGNMENTS:

- 2.6.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s). There will be work order assignments that will involve a public safety vehicle(s) (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive and are critical in getting back on the road. Service request as such take priority over other work assignments.
- 2.6.2 The designated employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.
- 2.6.3 The contractor will be provided an expected turnaround date at the time of the work order assignment. If the contractor shall not meet this time frame, the County will make other arrangements with the next authorized service facility on contract.
- 2.6.4 No other County department has the authorization to request service to a County vehicle. Any unauthorized service performed by a contractor results in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

2.7 MINOR REPAIRS UNDER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) AND SERVICE:

The contractor(s) is authorized without written consent to perform minor repairs / replacement parts not to exceed \$200.00 plus (+) tax, such as tire repair, replace a head light, replace air filter, wiper blades, battery, etc.). Do not perform any preventative maintenance.

2.8 REPAIRS OVER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) OR SERVICE:

The contractor(s) must submit by email to the shop supervisor / lead for prior approval to perform any repairs or replacement parts exceeding \$200.00; which may be deemed to be a safety hazard to operate the County vehicle. The written request shall list the Complaint, Cause, and Cure with the cost of replacement parts, hourly rate with hours. All repairs must be completed same business day. Do not request to perform any preventative maintenance.

2.9 RESPONSE TIME:

- 2.9.1 All response times to pick-up a vehicle for service shall be within the same business day, unless an arrangement has been made by both parties.
- 2.9.2 The contractor(s) are responsible for picking up all vehicles under warranty and returning back to the designated service center at no cost to the County. The vehicle(s) not covered under warranty, indicate if applicable if there is a cost to pick up and deliver in the pricing section of this IFB. The County reserves the right to utilize the County's current towing contract if necessary to deliver a vehicle to your service facility.
- 2.9.3 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to not assign any further work order assignments until all vehicles are turned to the County.
- 2.9.4 If the contractor has more than five (5) County vehicles at their facility and no repairs have been completed and no communications has been submitted, the County reserves the right to pick up the vehicle and any cost incurred will be charged to the contractor(s) for non-performance.

2.10 BUSINESS REQUIREMENTS:

2.10.1 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in the compliance of this contract.

2.10.2 The invoices shall be submitted within forty-eight (48) hours from date of service. Electronic copies are acceptable.

2.10.3 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.11 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payment processing, contact accounts payable at 602-506-4668. We encourage electronic invoices and/or statements.

2.11.1 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.12 FACILITY INSPECTION:

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.13 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 INVOICES AND PAYMENTS:

- 3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Contract number
 - County purchase order number (not required if using credit card)
 - County work order and vehicle number
 - Vehicle number or vin#
 - Description-complaint, cause, cure
 - Part number and description
 - Quantity
 - Unit price (per contract discount)
 - Extended price
 - Warranty
 - Hourly rate w/total hours
 - Sales tax and tax rate (on parts only)
 - Total cost
- 3.4.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract, it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **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 Maricopa County 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.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.8 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS

3.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 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 County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 **Workers' Compensation.**

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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.5.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

4.5.12 Certificates of Insurance.

4.5.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.12.2 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.9 Stop Work Order

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.9.1 Cancel the stop-work order; or
- 4.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.11.2 Make progress, so as to endanger performance of this contract; or
- 4.11.3 Perform any of the other provisions of this contract.
- 4.11.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.13 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.14 SUBCONTRACTING:

4.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.20 RELATIONSHIPS:

4.20.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.20.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.22.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.22.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.24 CONTRACTOR LICENSE REQUIREMENT:

4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
AN CHEVROLET-ARROWHEAD, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the Maricopa County Contract No. 16030-S.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$75,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Service and repair of Chevrolet passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

SERIAL 16030

NIGP CODE: 06069, 70, 71, 72, 73, 74

RESPONDENT NAME: AutoNation

VENDOR NUMBER : _____

ADDRESS: 162 E. 1st Ave, Mesa, Arizona 85210

AutoNation SSC Attn: Accounts Receivable / Credit
Department, Suite 350, 1925 W. John Carpenter
Freeway, Irving, TX. 75063

P.O. ADDRESS: _____

TELEPHONE NUMBER: 480 827-3370

FACSIMILE NUMBER: 623 505-2633

WEB SITE: www.autonation.com

REPRESENTATIVE: Todd Garrett

REPRESENTATIVE E-MAIL: garrettT@autonation.com

	<u>YES</u>	<u>NO</u>	<u>REBATE OR DISCOUNT</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[X]	[]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	% _____
(Payment shall be made within 48 hours of utilizing the Purchasing Card)			Same as provided in section 1.1 and 1.2.1
VOLUNTARY EMPLOYEE DISCOUNT OFFER	[X]	[]	_____

PAYMENT TERMS:
[X] NET 30 DAYS

1.0 PRICING:

ITEM DESCRIPTION

<u>MANUFACTURER</u>	<u>MARGIN PLUS (+) OR MINUS (-)</u>
General Motors	<u>Dealer Cost +4%</u>
Ford	<u>Dealer Cost + 5%</u>
Dodge	<u>Dealer Cost +10%</u>
Nissan	<u>Dealer List - 20%</u>
Honda	<u>Dealer List - 20%</u>
Toyota	<u>Dealer List - 20%</u>
Isuzu	<u>_____</u>
Other Manufacturer/Pricing (List):	
Audi, BMW, Fiat	<u>Dealer List - 10%</u>
Hyundai, Scion, Subaru	<u>Dealer List - 10%</u>

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

1.2 Hourly rate and information.

- 1.2.1 Hourly rate at service facility \$72.50 on GM, Dodge \$85.00 Nissan, Honda, Toyota, Other
- 1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different) \$72.50 on GM, Dodge \$85.00 Nissan, Honda, Toyota, Other
- 1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.2) 9,000 - 18,000 automotive lifts depending upon OEM facility
- 1.2.4 Indicate if a pick-up and delivery charge for vehicles not covered under warranty \$0.00 if drivable only

1.2.5 Business Hours Monday thru Friday 7:00am - 7:00pm Saturday 7:00am - 5:00pm Sunday Closed

1.2.6 Service Advisors Name & contact information: Depends upon service facility. Please refer to *AutoNation Warehouse Service Locations Maricopa County

1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3) Please refer to attachment titled, **AutoNation Locations matched to Maricopa County Facilities" for further details

1.2.7.1 Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to, ***"AutoNation Locations matched to Maricopa County Facilities" for all addresses. *XX means multiple dealers available
Ford		X	
Dodge	X		
Honda		X	
Toyota	X		
Nissan	X		
Isuzu		X	
Other	X		

1.2.7.2 Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to, ** "AutoNation Locations matched to Maricopa County Facilities" for all addresses. *XX means multiple dealers available
Ford		X	
Dodge		X	
Honda	X		
Toyota	X		
Nissan	XX		
Isuzu		X	
Other	X		

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

1.2.7.3 Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374

	Yes	No	Provide Location address
Chevrolet	X		Please refer to, "*"AutoNation
Ford		X	Locations matched to Maricopa
Dodge	X		County Facilities" for all
Honda		X	addresses.
Toyota		X	
Nissan		X	
Isuzu		X	
Other	X		

1.2.7.4 Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003

	Yes	No	Provide Location address
Chevrolet	XX		Please refer to, "*"AutoNation
Ford		X	Locations matched to Maricopa
Dodge	X		County Facilities" for all
Honda		X	addresses.
Toyota	X		
Nissan	X		*XX means multiple dealers
Isuzu		X	available
Other	X		

1.2.7.5 Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326

	Yes	No	Provide Location address
Chevrolet		X	Please refer to, "*"AutoNation
Ford		X	Locations matched to Maricopa
Dodge		X	County Facilities" for all
Honda		X	addresses.
Toyota		X	
Nissan		X	
Isuzu		X	
Other		X	

***AutoNation Warehouse Service Location Team Members for Maricopa County**

AutoNation Parts Center Phoenix (formerly Brown & Brown Chevrolet)

Parts Specialist - Greg Hartley (480) 827-3413 <mailto:hartleyg@autonation.com>

AutoNation Chevrolet Arrowhead (101 and Bell Rd. area)

Service - Paul Dunaway (623) 853-9308 dunawayp@autonation.com

AutoNation Chevrolet of Gilbert (S. Loop 202 & Val Vista Rd. area)

Service Advisor - Gordon Bradford (480) 827-3402 Bradfordg@autonation.com

AutoNation Chevrolet Superstition Springs (Hwy 60 and Power Rd.)

Service Director - Mark Thomas (480) 615-4500 thomasM3@autonation.com

AutoNation Chrysler, Dodge, Jeep Ram of North Phoenix (I-17 and Bell Rd. area)

Parts Specialist - Dan Shaul (602) 504-2308 shauld@autonation.com

Service Advisor - Maureen Working (602) 504-2206 workingm@autonation.com

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

AutoNation Ford Scottsdale (Frank Lloyd Wright & N. Loop 101 area)

Parts Specialist – Gary Shipman (480) 556-5650 shipmang@autonation.com

Service Advisor - Michael Quinton (480) 991-3333 quintonm@autonation.com

AutoNation Honda (Gilbert Rd. and S. Loop 202 area)

Parts Specialist - Skip Crevasse (480) 285-2893 crevasseh@autonation.com

Service Advisor – Darien Humbert (480) 285-2865 humbertD@autonation.com

AutoNation Hyundai (Elliot Rd. and I-10 area)

Parts Specialist - Ann Perna (480) 344-4902 pernaA@autonation.com

Service Advisor – Gabe Ratliff (480) 344-4913 ratliffg@autonation.com

AutoNation Nissan Chandler (Gilbert and S. Loop 202 area)

Service Advisor – Jason Schumacher (480) 461-4300 SchumacherJ@autonation.com

AutoNation Nissan (Elliot Rd. and I-10 area)

Parts Specialist – Jerry Sesma (480) 461-4338 sesmaj@autonation.com

Service Advisor – Scott Shaffer (480) 598-6000 shafferS@autonation.com

AutoNation Toyota (Elliot Rd. and I-10 area)

Parts Specialist – Chad Bendel (480) 598-2410 bendelC@autonation.com

Assistant Service Manager – Randy Scott (480) 598-2437 scottR5@autonation.com

****AutoNation Locations matched to Maricopa County Facilities**

Durango Service Center, 3325 W. Durango Street, Phoenix, Arizona 85009

AutoNation Chevrolet Gilbert 31.74 miles

3215 South Auto Way

Gilbert, AZ. 85297

AutoNation Chevrolet Arrowhead 18.18 miles

9055 W. Bell Rd.

Peoria, AZ. 85382

AutoNation Chrysler Dodge Jeep
Ram 16.18 miles

16406 N. 26th Ave.

Phoenix, AZ. 85023

AutoNation Toyota Tempe 14.94 miles

7970 S. Autoplex Loop

Tempe, AZ. 85284

AutoNation Nissan Tempe 14.66 miles

7755 S. Autoplex Loop

Tempe, AZ. 85284

AutoNation Hyundai Tempe 15.14 miles

8050 S. Autoplex Loop

Tempe, AZ. 85284

AutoNation Fiat North Phoenix 16.07 miles

2625 W. Bell Rd.

Phoenix, AZ. 85023

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

AutoNation Chevrolet Gilbert 10.30 miles
 3215 South Auto Way
 Gilbert, AZ. 85297

AutoNation Chevrolet Superstition Springs 8.45 miles
 6330 E. Superstition Springs Blvd.
 Mesa, AZ. 85206

AutoNation Honda Chandler 8.84 miles
 1150 S. Gilbert Rd.
 Chandler, AZ. 85286

AutoNation Nissan Chandler 8.86 miles
 1350 S. Gilbert Rd.
 Chandler, AZ. 85286

AutoNation Toyota Tempe 10.49 miles
 7970 S. Autoplex Loop
 Tempe, AZ. 85284

AutoNation Nissan Tempe 10.21 miles
 7755 S. Autoplex Loop
 Tempe, AZ. 85284

AutoNation Hyundai Tempe 10.35 miles
 8050 S. Autoplex Loop
 Tempe, AZ. 85284

Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374

AutoNation Chevrolet Arrowhead 5.50 miles
 9055 W. Bell Rd.
 Peoria, AZ. 85382

AutoNation Chrysler Dodge Jeep Ram 14.0 miles
 16406 N. 26th Ave.
 Phoenix, AZ. 85023

AutoNation Fiat North Phoenix 13.52 miles
 2625 W. Bell Rd.
 Phoenix, AZ. 85023

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

Audi Peoria 5.58 miles
16900 N. 88th Dr.
Peoria, AZ 85382

Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003

AutoNation Chevrolet Gilbert 28.49 miles
3215 South Auto Way
Gilbert, AZ. 85297

AutoNation Chevrolet Arrowhead 19.34 miles
9055 W. Bell Rd.
Peoria, AZ. 85382

AutoNation Chrysler Dodge Jeep Ram 15.48 miles
16406 N. 26th Ave.
Phoenix, AZ. 85023

AutoNation Toyota Tempe 13.01 miles
7970 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Nissan Tempe 12.73 miles
7755 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Hyundai Tempe 13.20 miles
8050 S. Autoplex Loop
Tempe, AZ. 85284

AutoNation Fiat North Phoenix 15.61 miles
2625 W. Bell Rd.
Phoenix, AZ. 85023

Audi Peoria 18.41 miles
16900 N. 88th Dr.
Peoria, AZ 85382

Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326

AUTONATION, 162 E. 1ST AVE, MESA, ARIZONA 85210

PRICING SHEET: NIGP CODE 91078, 92815, 92847, 92855, 92886, 92887, 92917 and 92962

Terms: NET 30

Vendor Number: 2011004357 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2016.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT RFP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

AutoNation
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0128008
FEDERAL TAX ID NUMBER

05-473-8804
DUNS #

Todd Garrett - Wholesale Marketing Manager
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

162 E. 1st Ave.
ADDRESS

623 329-9434
TELEPHONE

623 505-2633
FAX #


Mesa Arizona 85210
CITY STATE ZIP

10/21/2015
DATE

WEB SITE: AutoNation.com

EMAIL ADDRESS: garrettT@autonation.com

MARICOPA COUNTY, ARIZONA

BY: 
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

DATE 1/8/16

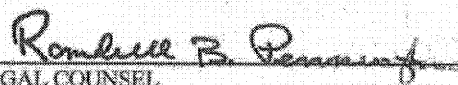
BY: N/A
CHAIRMAN, BOARD OF SUPERVISORS

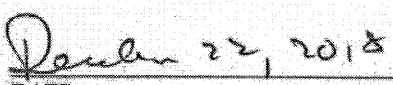
DATE

ATTESTED:
N/A
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:


LEGAL COUNSEL


DATE



Legislation Description

File #: 16-277, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH PFVT MOTORS, LLC, DOING BUSINESS AS PEORIA FORD, FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with PFVT Motors, LLC dba Peoria Ford (Peoria Ford), for the cooperative purchase of automotive maintenance for original equipment manufacturer (OEM) facilities for light duty vehicles, in an amount not to exceed \$75,000 for the initial partial year of this agreement; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year renewals, in an amount not to exceed \$375,000 over the full term of the agreement.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services, transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service, and accessories for the repair of light duty vehicles from outside vendors is required to keep vehicles functioning properly. The cost for this service is charged back to the responsible departments.

Peoria Ford was awarded a bid by Maricopa County for automotive maintenance for OEM facilities for light duty vehicles. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 16030-S was awarded on December 17, 2015, and includes an option to renew the term for an additional four, one-year renewals, allowing the contract to be extended through December 31, 2020.

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.

Analysis

Peoria Ford is used for the repair of the City's Ford light duty fleet. The expeditious repair of these vehicles is

necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Community Benefit/Public Involvement

The use of outside vendors for the repair of light duty vehicles supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Fleet Management Budget. Expenditures with Peoria Ford are not to exceed to be \$75,000 for the initial year, with a not to exceed amount of \$375,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$75,000	2590-18300-516200, Fleet Management

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
PFVT MOTORS, LLC dba PEORIA FORD**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and PFVT Motors, LLC, a Delaware limited liability company authorized to do business in Arizona dba Peoria Ford ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 17, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities Contract, Contract No. 16030-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 17, 2015, until the date the contract expires on December 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2020. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until December 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 31, 2020. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) annually for a total amount not to exceed three hundred and seventy-five dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

PFVT Motors, LLC dba Peoria Ford
c/o Mr. Chad Welsh
9130 W. Bell Road
Peoria, AZ 85382

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:

Kevin R. Phelps
City Manager

“Contractor”

PFVT Motors, LLC, a Delaware limited
liability company dba Peoria Ford

By:



Name: Chad Welsh
Title: Commercial Fleet 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
PFVT MOTORS, LLC dba PEORIA FORD**

**EXHIBIT A
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES CONTRACT**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PFVT MOTORS, LLC dba PEORIA FORD**

EXHIBIT B
Scope of Work

PROJECT

Service and repair of Ford passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SERIAL 16030 S AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

DATE OF LAST REVISION: February 4, 2016 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for **AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 09054-C from your contract notebooks)

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**1.0 INTENT:**

This Invitation for Bid (IFB) is intended to establish a contract to provide original equipment manufacturer (OEM) authorized service and parts facilities for Maricopa County fleet on an as needed bases. The County's expectations are to establish coverage for five (5) County Service Centers for warranty work; safety hazards that deem the County vehicle unsafe to operate and overflow work to cut-down further downtime.

All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:**2.1 OEM AUTHORIZED SERVICE FACILITIES:**

2.1.1 The OEM service facility must be certified as a factory authorized service facility for passenger, light and medium duty vehicles. All technicians shall be manufacturer certified to perform the service and repairs.

2.1.2 The OEM service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.3 The County's expectations are to establish coverage with OEM service facilities within fifteen (15) miles radius from each County service center supporting the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.

2.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) YOUR SERVICE FACILITY IS EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE 20,000 GVW

2.1.5 HOURLY RATES:

The OEM service facility shall provide an hourly rate for normal business hours, after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.

2.2 PARTS PRICING:

The parts pricing shall be for only replacements parts during service /repairs.

2.2.1 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.2.2 ~~All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (=) or minus (-). All bidders must complete Attachment A-1 and list their catalog of OEM parts pricing, and list discount/markup with the margin of a plus (+) or minus (-) a percentage figure in Attachment A. Respondents are instructed to use the applicable manufacturer pricing catalog(s) when completing Attachment A-1.~~

2.2.3 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty whichever is greater.

2.2.4 STATUS REPORTS:

The contractor shall submit a daily status report by email no later than 4:00 p.m. each day to all County's service centers the estimated time for each vehicle(s) to be returned to the County's service centers. The report shall include date received, County's work order number and vehicle number and detail of the status of the repair.

2.3 SAFETY STANDARDS /REGULATIONS:

All safety and environmental regulations shall meet Code of Federal Regulation (CFR) under Title 49;

2.3.1 Inspection, Repair, and Maintenance within Part 396,

2.3.2 Parts & Accessories Necessary for Safe Operation within Part 393,

2.3.3 Federal Motor Vehicle Safety Standards within Part 571,

2.3.4 The Society of Automotive Engineer (SAE) standards,

2.3.5 Occupational Safety and Health Administration (OSHA).

2.4 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.4.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.4.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.4.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.4.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.4.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.5 COUNTY'S ROLLING STOCK:

The County's current rolling stock is as follows but is not limited to:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota

- Nissan
- Isuzu

2.6 WORK ORDER ASSIGNMENTS:

- 2.6.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s). There will be work order assignments that will involve a public safety vehicle(s) (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive and are critical in getting back on the road. Service request as such take priority over other work assignments.
- 2.6.2 The designated employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.
- 2.6.3 The contractor will be provided an expected turnaround date at the time of the work order assignment. If the contractor shall not meet this time frame, the County will make other arrangements with the next authorized service facility on contract.
- 2.6.4 No other County department has the authorization to request service to a County vehicle. Any unauthorized service performed by a contractor results in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

2.7 MINOR REPAIRS UNDER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) AND SERVICE:

The contractor(s) is authorized without written consent to perform minor repairs / replacement parts not to exceed \$200.00 plus (+) tax, such as tire repair, replace a head light, replace air filter, wiper blades, battery, etc.). Do not perform any preventative maintenance.

2.8 REPAIRS OVER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) OR SERVICE:

The contractor(s) must submit by email to the shop supervisor / lead for prior approval to perform any repairs or replacement parts exceeding \$200.00; which may be deemed to be a safety hazard to operate the County vehicle. The written request shall list the Complaint, Cause, and Cure with the cost of replacement parts, hourly rate with hours. All repairs must be completed same business day. Do not request to perform any preventative maintenance.

2.9 RESPONSE TIME:

- 2.9.1 All response times to pick-up a vehicle for service shall be within the same business day, unless an arrangement has been made by both parties.
- 2.9.2 The contractor(s) are responsible for picking up all vehicles under warranty and returning back to the designated service center at no cost to the County. The vehicle(s) not covered under warranty, indicate if applicable if there is a cost to pick up and deliver in the pricing section of this IFB. The County reserves the right to utilize the County's current towing contract if necessary to deliver a vehicle to your service facility.
- 2.9.3 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to not assign any further work order assignments until all vehicles are turned to the County.
- 2.9.4 If the contractor has more than five (5) County vehicles at their facility and no repairs have been completed and no communications has been submitted, the County reserves the right to pick up the vehicle and any cost incurred will be charged to the contractor(s) for non-performance.

2.10 BUSINESS REQUIREMENTS:

2.10.1 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in the compliance of this contract.

2.10.2 The invoices shall be submitted within forty-eight (48) hours from date of service. Electronic copies are acceptable.

2.10.3 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.11 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payment processing, contact accounts payable at 602-506-4668. We encourage electronic invoices and/or statements.

2.11.1 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.12 FACILITY INSPECTION:

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.13 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 INVOICES AND PAYMENTS:

- 3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Contract number
 - County purchase order number (not required if using credit card)
 - County work order and vehicle number
 - Vehicle number or vin#
 - Description-complaint, cause, cure
 - Part number and description
 - Quantity
 - Unit price (per contract discount)
 - Extended price
 - Warranty
 - Hourly rate w/total hours
 - Sales tax and tax rate (on parts only)
 - Total cost
- 3.4.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **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 Maricopa County 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.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.8 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS

3.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 **CONTRACTUAL TERMS & CONDITIONS:**

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 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 County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 **Commercial General Liability.**

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 **Automobile Liability.**

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 **Workers' Compensation.**

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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.5.11 **Errors and Omissions (Professional Liability) Insurance.**

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

4.5.12 Certificates of Insurance.

4.5.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.12.2 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.9 Stop Work Order

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.9.1 Cancel the stop-work order; or
- 4.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.11.2 Make progress, so as to endanger performance of this contract; or
- 4.11.3 Perform any of the other provisions of this contract.
- 4.11.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.13 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.14 SUBCONTRACTING:

4.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.20 RELATIONSHIPS:

4.20.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.20.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.22.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statues or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

4.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and

4.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.

4.22.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.

4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:

4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.

4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.

4.24 CONTRACTOR LICENSE REQUIREMENT:

4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.

4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
PFVT MOTORS, LLC dba PEORIA FORD**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the Maricopa County Contract No. 16030-S.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$75,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Service and repair of Ford passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

PFVT MOTORS, INC. DBA PEORIA FORD, 9130 W. BELL ROAD, PEORIA, AZ 85382

****ADDED 02/04/16****

SERIAL 16030
 NIGP CODE: 06069, 70, 71, 72, 73, 74
 RESPONDENT NAME: PFVT Motors, Inc. dba Peoria Ford
 VENDOR NUMBER : 2011000502 0
 ADDRESS: 9130 W. Bell Road, Peoria, AZ 85382
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 623-977-8888
 FACSIMILE NUMBER: 480-393-5535
 WEB SITE: www.peoriaford.com
 REPRESENTATIVE: Chad Welsh
 REPRESENTATIVE E-MAIL: cwelsh@peoriaford.com

	<u>YES</u>	<u>NO</u>	<u>REBATE OR DISCOUNT</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	% _____
<small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>			
VOLUNTARY EMPLOYEE DISCOUNT OFFER	[]	[X]	% _____
PAYMENT TERMS:			
[X] NET 30			

1.0 PRICING:

ITEM DESCRIPTION

1.3 All bidders shall reference the prices listed in auditable pricing catalogs with the margin of a plus (+) or minus (-) a percentage (%) discount or markup.

<u>MANUFACTURER</u>	<u>MARGIN PLUS (+) OR MINUS (-)</u>
General Motors	_____
Ford	Cost + 10%
Dodge	_____
Nissan	_____
Honda	_____
Toyota	_____
Isuzu	_____
Other	_____
Manufacturer/Pricing (List):	_____

PFVT MOTORS, INC. DBA PEORIA FORD, 9130 W. BELL ROAD, PEORIA, AZ 85382

1.2 Hourly rate and information.

1.2.1 Hourly rate at service facility \$60.00/ hr

1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different) \$60.00/ hr

1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.2) 36,000GVWR

1.2.4 Indicate if a pick-up and delivery charge for vehicles not covered under warranty \$N/C

1.2.5 Business Hours M-F 7-6

1.2.6 Service Advisors Name & contact information: Joe Price 480-287-3454 jprice@vtaig.com

1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3) Durango Main, Dysart Service Center, Downtown Service Center, and Buckeye Service Center

1.2.7.1 Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009

	Yes	No	Provide Location address
Chevrolet			
Ford	X		9130 W. Bell Rd., Peoria, AZ 85382
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

1.2.7.2 Mesa Service Center, 155 East Coury, Mesa, Arizona 85210

	Yes	No	Provide Location address
Chevrolet			
Ford			
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

PFVT MOTORS, INC. DBA PEORIA FORD, 9130 W. BELL ROAD, PEORIA, AZ 85382

1.2.7.3 Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona
85374

	Yes	No	Provide Location address
Chevrolet			
Ford	X		9130 W. Bell Rd., Peoria, AZ 85382
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

1.2.7.4 Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona
85003

	Yes	No	Provide Location address
Chevrolet			
Ford	X		9130 W. Bell Rd., Peoria, AZ 85382
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

1.2.7.5 Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona
85326

	Yes	No	Provide Location address
Chevrolet			
Ford	X		9130 W. Bell Rd., Peoria, AZ 85382
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

PRICING SHEET: NIGP CODE 91078, 92815, 92847, 92855, 92886, 92887, 92917 and 92962

Terms: NET 30

Vendor Number: 2011000502 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2016.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Offer will create a binding Contract. Respondent agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT REP CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

PELV Motors, Inc
RESPONDENT (FIRM) SUBMITTING PROPOSAL

(DBA Peoria Ford)

Chad Welsh - Fleet Manager
PRINTED NAME AND TITLE

9130 W. Bell Rd
ADDRESS

Peoria AZ 85382
CITY STATE ZIP

WEB SITE: www.peoriaford.com

MARICOPA COUNTY, ARIZONA

BY: [Signature]
CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

BY: N/A
CHAIRMAN, BOARD OF SUPERVISORS

ATTESTED:
N/A
CLERK OF THE BOARD

APPROVED AS TO FORM:
[Signature]
LEGAL COUNSEL

20-3759783 96-529-7968
FEDERAL TAX ID NUMBER DUNS#

[Signature]
AUTHORIZED SIGNATURE

480-696-5930 480-393-5536
TELEPHONE FAX #

11/3/2015
DATE

EMAIL ADDRESS: c.welsh@peoriaford.com

2/5/16
DATE

DATE

DATE

Feb 4, 2016
DATE



Legislation Description

File #: 16-278, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC., FOR THE COOPERATIVE PURCHASE OF AUTOMOTIVE MAINTENANCE FOR ORIGINAL EQUIPMENT MANUFACTURER FACILITIES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with Don Sanderson Ford, Inc. (Sanderson Ford), for the cooperative purchase of automotive maintenance for original equipment manufacturer (OEM) facilities for light duty vehicles, in an amount not to exceed \$75,000 for the initial partial year of this agreement; and to authorize the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, in one-year renewals, in an amount not to exceed \$375,000 over the full term of the agreement.

Background

Public Works maintains a diverse fleet of vehicles and associated equipment used to support key city operations including police and fire services, solid waste collection and disposal divisions, transportation services, transit division, and water services distribution, collection and reclamation divisions. The purchase of parts, service, and accessories for the repair of light duty vehicles from outside vendors is required to keep vehicles functioning properly. The cost for this service is charged back to the responsible departments.

Sanderson Ford was awarded a bid by Maricopa County for automotive maintenance for OEM facilities for light duty vehicles. Staff is requesting to utilize the cooperative purchase with Strategic Alliance for Volume Expenditures (SAVE). SAVE is a consortium of local municipalities, in which Glendale is a member. Contract No. 16030-S was awarded on December 17, 2015, and includes an option to renew the term for an additional four, one-year renewals, allowing the contract to be extended through December 31, 2020.

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.

Analysis

Sanderson Ford is used for the repair of the City's Ford light duty fleet. The expeditious repair of these

vehicles is necessary for the equipment to be available for the delivery of essential services to Glendale citizens and customers.

Previous Related Council Action

On September 8, 2015, Council authorized the cooperative purchase of Heavy Duty Truck and Equipment Repair from Sanderson Ford, Contract C-10260, in an amount not to exceed \$500,000 over the term of the Agreement.

Community Benefit/Public Involvement

The use of outside vendors for the repair of light duty vehicles supplements internal service capacity and allows for the most expeditious return of vehicles and equipment to city operations for smooth and uninterrupted delivery of service to the public.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all Arizona firms have an opportunity to participate.

Budget and Financial Impacts

Funding has been requested in the Fiscal Year 2016-17 Fleet Management Budget. Expenditures with Sanderson Ford are not to exceed \$75,000 for the initial year, with a not to exceed amount of \$375,000 over the entire term of the agreement; contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$75,000	2590-18300-516200, Fleet Management

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
DON SANDERSON FORD, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 17, 2015, under the S.A.V.E. Cooperative Purchasing Agreement, Maricopa County entered into a contract with Contractor to purchase the goods and services described in the Automotive Maintenance for OEM Facilities Contract, Contract No. 16030-S ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 17, 2015, until the date the contract expires on December 31, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not be extended beyond December 31, 2020. The initial period of this Agreement, therefore, is the period from the Effective Date of this Agreement until

December 31, 2016. The City Manager or designee, however, may renew the term of this Agreement for four (4) one-year periods until the Cooperative Purchasing Agreement expires on December 31, 2020. 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 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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed seventy-five thousand dollars (\$75,000) annually for a total amount not to exceed three hundred and seventy-five dollars (\$375,000) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2621

and

Don Sanderson Ford, Inc.
c/o David Lidster
6300 N. 51st Avenue
Glendale, AZ 85301

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: _____

Kevin R. Phelps
City Manager

“Contractor”

Don Sanderson Ford, Inc.,
an Arizona corporation

By:  _____

Name: Ron Kiepke
Title: Parts & Service Director

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

**EXHIBIT A
AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES CONTRACT**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT B
Scope of Work

PROJECT

Service and repair of Ford passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SERIAL 16030 S AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES


DATE OF LAST REVISION: February 4, 2016 CONTRACT END DATE: December 31, 2016

CONTRACT PERIOD THROUGH DECEMBER 31, 2016

TO: All Departments
FROM: Office of Procurement Services
SUBJECT: Contract for AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES

Attached to this letter is published an effective purchasing contract for products and/or services to be supplied to Maricopa County activities as awarded by Maricopa County on **December 17, 2015**.

All purchases of products and/or services listed on the attached pages of this letter are to be obtained from the vendor holding the contract. Individuals are responsible to the vendor for purchases made outside of contracts. The contract period is indicated above.


Wes Baysinger, Chief Procurement Officer
Office of Procurement Services

NP/at
Attach

Copy to: Office of Procurement Services
 Gidget Vigil, Equipment Services

(Please remove Serial 09054-C from your contract notebooks)

AUTOMOTIVE MAINTENANCE FOR OEM FACILITIES**1.0 INTENT:**

This Invitation for Bid (IFB) is intended to establish a contract to provide original equipment manufacturer (OEM) authorized service and parts facilities for Maricopa County fleet on an as needed bases. The County's expectations are to establish coverage for five (5) County Service Centers for warranty work; safety hazards that deem the County vehicle unsafe to operate and overflow work to cut-down further downtime.

All charges to the County shall be in accordance with the terms of the resultant pricing agreement. Purchases are authorized by purchase order or purchase credit card only.

Other governmental entities under agreement with the County may have access to services provided hereunder (see also Sections 3.9 and 3.10, below).

The County reserves the right to add additional contractors, at the County's sole discretion, in cases where the currently listed contractors are of an insufficient number or skill-set to satisfy the County's needs or to ensure adequate competition on any project or task order work.

2.0 SPECIFICATIONS:**2.1 OEM AUTHORIZED SERVICE FACILITIES:**

2.1.1 The OEM service facility must be certified as a factory authorized service facility for passenger, light and medium duty vehicles. All technicians shall be manufacturer certified to perform the service and repairs.

2.1.2 The OEM service facility shall be open Monday through Friday from 8:00 a.m. to 5:00 p.m.

2.1.3 The County's expectations are to establish coverage with OEM service facilities within fifteen (15) miles radius from each County service center supporting the manufacturers listed below. This is not intended to be restrictive. Any authorized service facility may offer to support all County service centers.

2.1.4 No volume of business is a guarantee.

NOTE: IT IS IMPORTANT TO INDICATE THE GROSS VEHICLE WEIGHT (GVW) YOUR SERVICE FACILITY IS EQUIPPED TO SERVICE. THERE IS A SPACE ON ATTACHMENT "A" FOR YOU TO PROVIDE THIS INFORMATION.

FOR EXAMPLE: FACILITY ONLY EQUIPPED TO SERVICE 20,000 GVW

2.1.5 HOURLY RATES:

The OEM service facility shall provide an hourly rate for normal business hours, after-hours, holidays, and weekends. The amount of labor time shall not exceed the manufacturer guidelines.

2.2 PARTS PRICING:

The parts pricing shall be for only replacements parts during service /repairs.

2.2.1 All replacement parts shall be of OEM. Exceptions are made when OEM parts are no longer available, the County must provide prior approval to replace parts with aftermarket parts.

2.2.2 All bidders must reference the common point of OEM parts pricing by published cost price with the margin of a plus (=) or minus (-). ~~All bidders must complete Attachment A-1 and list their catalog of OEM parts pricing, and list discount/markup with the margin of a plus (+) or minus (-) a percentage figure in Attachment A. Respondents are instructed to use the applicable manufacturer pricing catalog(s) when completing Attachment A-1.~~

2.2.3 WARRANTY:

The minimum warranty shall be 90 days or manufacturer's warranty whichever is greater.

2.2.4 STATUS REPORTS:

The contractor shall submit a daily status report by email no later than 4:00 p.m. each day to all County's service centers the estimated time for each vehicle(s) to be returned to the County's service centers. The report shall include date received, County's work order number and vehicle number and detail of the status of the repair.

2.3 SAFETY STANDARDS /REGULATIONS:

All safety and environmental regulations shall meet Code of Federal Regulation (CFR) under Title 49;

2.3.1 Inspection, Repair, and Maintenance within Part 396,

2.3.2 Parts & Accessories Necessary for Safe Operation within Part 393,

2.3.3 Federal Motor Vehicle Safety Standards within Part 571,

2.3.4 The Society of Automotive Engineer (SAE) standards,

2.3.5 Occupational Safety and Health Administration (OSHA).

2.4 EQUIPMENT SERVICE DEPARTMENT SERVICE CENTERS:

Equipment Services Department operates five (5) service centers. Our operating hours are Monday through Friday, excluding holidays; hours of operation are different per location.

2.4.1 Durango Main Service Center, 3325 W. Durango, Phoenix, 85009 (602-506-4678), 5:00 a.m. to 4:30 p.m.

2.4.2 Mesa Service Center, 155 E. Coury, Mesa, 85210 (602-506-4794), 6:00 a.m. to 2:30 p.m.

2.4.3 Dysart Service Center, 16821 N. Dysart Rd. Surprise, 85374 (623-583-1836), 7:00 a.m. to 3:30 p.m.

2.4.4 Downtown Service Center, 120 S. 4th Ave, Phoenix, 85003 (602-506-3230), 7:30 a.m. to 4:00 p.m.

2.4.5 Buckeye Service Center, 26449 W. HWY 85, Buckeye, 85326 (623-386-7461), 6:00 a.m. to 3:30 p.m.

2.5 COUNTY'S ROLLING STOCK:

The County's current rolling stock is as follows but is not limited to:

- Chevrolet
- Ford
- Dodge
- Honda
- Toyota

- Nissan
- Isuzu

2.6 WORK ORDER ASSIGNMENTS:

- 2.6.1 Equipment Services' designated employee(s) will coordinate all work order assignments to the contractor(s). There will be work order assignments that will involve a public safety vehicle(s) (i.e., Sheriff's vehicles, Adult Probation). These service requests are time sensitive and are critical in getting back on the road. Service request as such take priority over other work assignments.
- 2.6.2 The designated employee(s) will provide the contractor(s) a preliminary diagnosis of the vehicle(s) repair.
- 2.6.3 The contractor will be provided an expected turnaround date at the time of the work order assignment. If the contractor shall not meet this time frame, the County will make other arrangements with the next authorized service facility on contract.
- 2.6.4 No other County department has the authorization to request service to a County vehicle. Any unauthorized service performed by a contractor results in non-payment, no exceptions. For best practice always contact Equipment Services Department main service center (602-506-4678) when receiving a County vehicle without our work order number.

2.7 MINOR REPAIRS UNDER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) AND SERVICE:

The contractor(s) is authorized without written consent to perform minor repairs / replacement parts not to exceed \$200.00 plus (+) tax, such as tire repair, replace a head light, replace air filter, wiper blades, battery, etc.). Do not perform any preventative maintenance.

2.8 REPAIRS OVER TWO HUNDRED DOLLARS (\$200.00) FOR REPLACEMENT PART(S) OR SERVICE:

The contractor(s) must submit by email to the shop supervisor / lead for prior approval to perform any repairs or replacement parts exceeding \$200.00; which may be deemed to be a safety hazard to operate the County vehicle. The written request shall list the Complaint, Cause, and Cure with the cost of replacement parts, hourly rate with hours. All repairs must be completed same business day. Do not request to perform any preventative maintenance.

2.9 RESPONSE TIME:

- 2.9.1 All response times to pick-up a vehicle for service shall be within the same business day, unless an arrangement has been made by both parties.
- 2.9.2 The contractor(s) are responsible for picking up all vehicles under warranty and returning back to the designated service center at no cost to the County. The vehicle(s) not covered under warranty, indicate if applicable if there is a cost to pick up and deliver in the pricing section of this IFB. The County reserves the right to utilize the County's current towing contract if necessary to deliver a vehicle to your service facility.
- 2.9.3 If the contractor has more than five (5) County vehicles at their facility, the County reserves the right to not assign any further work order assignments until all vehicles are turned to the County.
- 2.9.4 If the contractor has more than five (5) County vehicles at their facility and no repairs have been completed and no communications has been submitted, the County reserves the right to pick up the vehicle and any cost incurred will be charged to the contractor(s) for non-performance.

2.10 BUSINESS REQUIREMENTS:

2.10.1 SETTING UP COUNTY ACCOUNT:

It shall be the responsibility of all contractors to communicate with their parts department, service area, accounts receivable and other areas involved in the compliance of this contract.

2.10.2 The invoices shall be submitted within forty-eight (48) hours from date of service. Electronic copies are acceptable.

2.10.3 Equipment Services reserves the right to dispute charges on labor hours and repairs performed if deemed excessive / unreasonable. If any portion of the repair performed is determined to be excessive charges, the contractor shall credit the original invoice referencing the work order and the vehicle number.

2.11 ACCOUNTS PAYABLE CONTACT:

For all inquiries on payment processing, contact accounts payable at 602-506-4668. We encourage electronic invoices and/or statements.

2.11.1 At no time shall the payments be applied to our monthly statement total. All payments shall be applied per invoice. All invoices and credits shall be listed on the statement.

2.12 FACILITY INSPECTION:

The County reserves the right to visit the contractor's facilities at any time during the evaluation period and thereafter the contract has been awarded. The contractor shall have necessary equipment and personnel in order to ensure full compliance with the terms of this contract at all times.

2.13 TECHNICAL AND DESCRIPTIVE SALES LITERATURE:

The Contractor shall provide copies of its sales literature and brochures and copies of any manufacturer's technical and/or descriptive literature regarding the material(s) the Contractor proposes to provide. Literature shall include sufficient, in-detail, to allow full and fair evaluation of the material(s) submitted, and must be included with the bid. Failure to include this information may result in the bid being rejected.

3.0 PURCHASING REQUIREMENTS:

3.1 ACCEPTANCE:

Upon delivery and successful installation, the material(s) shall be deemed accepted and the warranty period shall begin. All documentation shall be completed prior to final acceptance.

3.2 FACTORY AUTHORIZED SERVICE AVAILABILITY:

The Contractor shall have and maintain a local factory authorized service facility within the Phoenix, Arizona metropolitan area. The facility shall be capable of supplying and installing component parts, troubleshooting, repairing and maintaining the material(s). Minimum service hours shall be from 8:00 A.M. through 5:00 P.M., Arizona Time, Monday through Friday.

3.3 USAGE REPORT:

The Contractor shall furnish the County a usage report upon request delineating the acquisition activity governed by the Contract. The format of the report shall be approved by the County and shall disclose the quantity and dollar value of each contract item by individual unit.

3.4 INVOICES AND PAYMENTS:

- 3.4.1 The Contractor shall submit one (1) legible copy of their detailed invoice before payment(s) can be made. Incomplete invoices will not be processed. At a minimum, the invoice must provide the following information:
- Contract number
 - County purchase order number (not required if using credit card)
 - County work order and vehicle number
 - Vehicle number or vin#
 - Description-complaint, cause, cure
 - Part number and description
 - Quantity
 - Unit price (per contract discount)
 - Extended price
 - Warranty
 - Hourly rate w/total hours
 - Sales tax and tax rate (on parts only)
 - Total cost
- 3.4.2 Problems regarding billing or invoicing shall be directed to the using agency as listed on the Purchase Order.
- 3.4.3 Payment shall be made to the Contractor by Accounts Payable through the Maricopa County Vendor Express Payment Program. This is an Electronic Funds Transfer (EFT) process. After Contract Award the Contractor shall complete the Vendor Registration Form located on the County Department of Finance Vendor Registration Web Site (<http://www.maricopa.gov/Finance/Vendors.aspx>).
- 3.4.4 Discounts offered in the contract shall be calculated based on the date a properly completed invoice is received by the County (ROI).
- 3.4.5 EFT payments to the routing and account numbers designated by the Contractor will include the details on the specific invoices that the payment covers. The Contractor is required to discuss remittance delivery capabilities with their designated financial institution for access to those details.

3.5 APPLICABLE TAXES:

- 3.5.1 **Payment of Taxes:** The Contractor shall pay all applicable taxes. With respect to any installation labor on items that are not attached to real property performed by Contractor under the terms of this Contract, the installation labor cost and the gross receipts for materials provided shall be listed separately on the Contractor's invoices.
- 3.5.2 **State and Local Transaction Privilege Taxes:** Maricopa County is subject to all applicable state and local transaction privilege taxes. To the extent any state and local transaction privilege taxes apply to sales made under the terms of this contract_it is the responsibility of the seller to collect and remit all applicable taxes to the proper taxing jurisdiction of authority.
- 3.5.3 **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 Maricopa County 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.

3.6 TAX: (SERVICES)

No tax shall be levied against labor. It is the responsibility of the Contractor to determine any and all taxes and include the same in proposal price.

3.7 DELIVERY:

It shall be the Contractor's responsibility to meet the proposed delivery requirements. Maricopa County reserves the right to obtain services on the open market in the event the Contractor fails to make delivery and any price differential will be charged against the Contractor.

3.8 POST AWARD MEETING:

The Contractor may be required to attend a post-award meeting with the Using Agency to discuss the terms and conditions of this Contract. This meeting will be coordinated by the Procurement Officer of the Contract.

3.9 STRATEGIC ALLIANCE for VOLUME EXPENDITURES (\$AVE)

The County is a member of the \$AVE cooperative purchasing group. \$AVE includes the State of Arizona, many Phoenix metropolitan area municipalities, and many K-12 unified school districts. Under the \$AVE Cooperative Purchasing Agreement, and with the concurrence of the successful Respondent under this solicitation, a member of \$AVE may access a contract resulting from a solicitation issued by the County. If you **do not** want to grant such access to a member of \$AVE, **please so state** in your proposal. In the absence of a statement to the contrary, the County will assume that you do wish to grant access to any contract that may result from this Request for Proposal.

3.10 INTERGOVERNMENTAL COOPERATIVE PURCHASING AGREEMENTS (ICPA's)

County currently holds ICPA's with numerous governmental entities throughout the State of Arizona. These agreements allow those entities, with the approval of the Contractor, to purchase their requirements under the terms and conditions of the County Contract. Please indicate on Attachment A, your acceptance or rejection regarding such participation of other governmental entities. Your response will not be considered as an evaluation factor in awarding a contract.

3.11 VOLUNTARY EMPLOYEE DISCOUNTS

3.11.1 Vendors may voluntarily offer discounts to County employees for products or services provided under this contract. Whether a vendor offers or does not offer an employee discount is not a factor in nor considered in the evaluation of responses to this solicitation.

3.11.2 Any discount offered is part of a commercial transaction between the vendor and individual County employees and the County is not a party to the transaction. Any disputes or issues arising from an individual commercial transaction between the vendor and an individual County employee is a matter between the vendor and the employee. If a discount is offered, the terms will be announced to County employees.

4.0 CONTRACTUAL TERMS & CONDITIONS:

4.1 CONTRACT TERM:

This Invitation for Bid is for awarding a firm, fixed-price purchasing contract to cover a term of one (1) year.

4.2 OPTION TO RENEW:

The County may, at its option and with the concurrence of the Contractor, renew the term of this Contract up to a maximum of four (4) additional years, (or at the County's sole discretion, extend the contract on a month to month basis for a maximum of six (6) months after expiration). The Contractor shall be notified in writing by the Office of Procurement Services of the County's intention to renew the contract term at least thirty (60) calendar days prior to the expiration of the original contract term..

4.3 PRICE ADJUSTMENTS:

Any requests for reasonable price adjustments must be submitted sixty (60) days prior to the Contract expiration. Requests for adjustment in cost of labor and/or materials must be supported by appropriate documentation. If County agrees to the adjusted price terms, County shall issue written approval of the change. The reasonableness of the request will be determined by comparing the request with the Consumer Price Index or by performing a market survey.

4.4 INDEMNIFICATION:

To the fullest extent permitted by law, and to the extent that claims, damages, losses or expenses are not covered and paid by insurance purchased by the Contractor, the Contractor shall defend indemnify and hold harmless the County (as Owner), its agents, representatives, agents, officers, directors, officials, and employees from and against all claims, damages, losses, and expenses (including, but not limited to attorneys' fees, court costs, expert witness fees, and the costs and attorneys' fees for appellate proceedings) arising out of, or alleged to have resulted from the negligent acts, errors, omissions, or mistakes relating to the performance of this Contract.

Contractor's duty to defend, indemnify, and hold harmless the County, its agents, representatives, agents, 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 of, or destruction of tangible property, including loss of use resulting there from, caused by negligent acts, errors, omissions, or mistakes in the performance of this Contract, but only to the extent caused by the negligent acts or omissions of the Contractor, a subcontractor, any one directly or indirectly employed by them, or anyone for whose acts they may be liable, regardless of whether or not such claim, damage, loss, or expense is caused in part by a party indemnified hereunder.

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.

The scope of this indemnification does not extend to the sole negligence of County.

4.5 INSURANCE

4.5.1 Contractor, at Contractor's own expense, shall purchase and maintain the herein stipulated minimum insurance from a company or companies duly licensed by the State of Arizona and possessing a current A.M. Best, Inc. rating of B++. In lieu of State of Arizona licensing, the stipulated insurance may be purchased from a company or companies, which are authorized to do business in the State of Arizona, provided that said insurance companies meet the approval of County. The form of any insurance policies and forms must be acceptable to County.

4.5.2 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 County, constitute a material breach of this Contract.

4.5.3 Contractor's insurance shall be primary insurance as respects County, and any insurance or self-insurance maintained by County shall not contribute to it.

- 4.5.4 Any failure to comply with the claim reporting provisions of the insurance policies or any breach of an insurance policy warranty shall not affect the County's right to coverage afforded under the insurance policies.
- 4.5.5 The insurance policies may provide coverage that contains deductibles or self-insured retentions. Such deductible and/or self-insured retentions shall not be applicable with respect to the coverage provided to County under such policies. Contractor shall be solely responsible for the deductible and/or self-insured retention and County, at its option, may require Contractor to secure payment of such deductibles or self-insured retentions by a surety bond or an irrevocable and unconditional letter of credit.
- 4.5.6 The insurance policies required by this Contract, except Workers' Compensation and Errors and Omissions, shall name County, its agents, representatives, officers, directors, officials and employees as Additional Insureds.
- 4.5.7 The policies required hereunder, except Workers' Compensation and Errors and Omissions, shall contain a waiver of transfer of rights of recovery (subrogation) against County, its agents, representatives, officers, directors, officials and employees for any claims arising out of Contractor's work or service.

4.5.8 Commercial General Liability.

Commercial General Liability insurance and, if necessary, Commercial Umbrella insurance with a limit of not less than \$2,000,000 for each occurrence, \$4,000,000 Products/Completed Operations Aggregate, and \$4,000,000 General Aggregate Limit. The policy shall include coverage for premises liability, bodily injury, broad form property damage, personal injury, products and completed operations and blanket contractual coverage, and shall not contain any provisions which would serve to limit third party action over claims. There shall be no endorsement or modifications of the CGL limiting the scope of coverage for liability arising from explosion, collapse, or underground property damage.

4.5.9 Automobile Liability.

Commercial/Business Automobile Liability insurance and, if necessary, Commercial Umbrella insurance with a combined single limit for bodily injury and property damage of not less than \$1,000,000 each occurrence with respect to any of the Contractor's owned, hired, and non-owned vehicles assigned to or used in performance of the Contractor's work or services or use or maintenance of the Premises under this Contract.

4.5.10 Workers' Compensation.

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 under this Contract; and Employer's Liability insurance of not less than \$1,000,000 for each accident, \$1,000,000 disease for each employee, and \$1,000,000 disease policy limit.

Contractor, its contractors and its subcontractors waive all rights against Contract and its agents, officers, directors and employees for recovery of damages to the extent these damages are covered by the Workers' Compensation and Employer's Liability or commercial umbrella liability insurance obtained by Contractor, its contractors and its subcontractors pursuant to this Contract.

4.5.11 Errors and Omissions (Professional Liability) Insurance.

Errors and Omissions (Professional Liability) insurance and, if necessary, Commercial Umbrella insurance, which will insure and provide coverage for errors or omissions or

professional liability of the **CONTRACTOR**, with limits of no less than \$2,000,000 for each claim.

4.5.12 Certificates of Insurance.

4.5.12.1 Prior to Contract **AWARD**, Contractor shall furnish the County with valid and complete certificates of insurance, or formal endorsements as required by the Contract in the form provided by the County, issued by Contractor's insurer(s), as evidence that policies providing the required coverage, conditions and limits required by this Contract are in full force and effect. Such certificates shall identify this contract number and title.

4.5.12.2 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 Contractor's work or services and as evidenced by annual Certificates of Insurance.

4.5.12.3 If a policy does expire during the life of the Contract, a renewal certificate must be sent to County fifteen (15) days prior to the expiration date.

4.5.13 Cancellation and Expiration Notice.

Applicable to all insurance policies required within the Insurance Requirements of this Contract, Contractor's insurance shall not be permitted to expire, be suspended, be canceled, or be materially changed for any reason without thirty (30) days prior written notice to Maricopa County. Contractor must provide to Maricopa County, within 2 business days of receipt, if they receive notice of a policy that has been or will be suspended, canceled, materially changed for any reason, has expired, or will be expiring. Such notice shall be sent directly to Maricopa County Office of Procurement Services and shall be mailed, emailed, hand delivered or sent by facsimile transmission to (320 West Lincoln Street, Phoenix, AZ 85003, Phone Number 602/506-3967 /Fax Number 602/258-1573).

4.6 ORDERING AUTHORITY:

4.6.1 Any request for purchase of product(s) shall be accompanied by a valid purchase order, issued by Office of Procurement Services, a Purchase Order issued by the using Department or direction by a Certified Agency Procurement Aid (CAPA) with a Purchase Card for payment.

4.7 REQUIREMENTS CONTRACT:

4.7.1 Contractors signify their understanding and agreement by signing a bid submittal, that the Contract resulting from the bid is a requirements contract. However, the Contract does not guarantee any minimum or maximum number of purchases will be made. It only indicates that if purchases are made for the materials contained in the Contract, they will be purchased from the Contractor awarded that item. Orders will only be placed when the County identifies a need and proper authorization and documentation have been approved.

4.7.2 County reserves the right to cancel Purchase Orders within a reasonable period of time after issuance. Should a Purchase Order be canceled, the County agrees to reimburse the Contractor for actual and documentable costs incurred by the Contractor in response to the Purchase Order. The County will not reimburse the Contractor for any costs incurred after receipt of County notice of cancellation, or for lost profits, shipment of product prior to issuance of Purchase Order, etc.

4.7.3 Contractors agree to accept verbal notification of cancellation of Purchase Orders from the County Procurement Officer with written notification to follow. By submitting a bid

in response to this Invitation for Bids, the Contractor specifically acknowledges to be bound by this cancellation policy.

4.8 Suspension of Work

The Procurement Officer may order the Contractor, in writing, to suspend, delay, or interrupt all or any part of the work of this contract for the period of time that the Procurement Officer determines appropriate for the convenience of the County. No adjustment shall be made under this clause for any suspension, delay, or interruption to the extent that performance would have been so suspended, delayed, or interrupted by any other cause, including the fault or negligence of the Contractor. No request for adjustment under this clause shall be granted unless the claim, in an amount stated, is asserted in writing as soon as practicable after the termination of the suspension, delay, or interruption, but not later than the date of final payment under the contract.

4.9 Stop Work Order

The Procurement Officer 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 a period of 90 days after the order is delivered to the Contractor, and for any further period to which the parties may agree. 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. Within a period of 90 days after a stop-work is delivered to the Contractor, or within any extension of that period to which the parties shall have agreed, the Procurement Officer shall either—

- 4.9.1 Cancel the stop-work order; or
- 4.9.2 Terminate the work covered by the order as provided in the Default, or the Termination for Convenience of the County, clause of this contract.
- 4.9.3 The Procurement Officer may make an equitable adjustment in the delivery schedule and/or contract price, or otherwise, and the contract shall be modified, in writing, accordingly, if the Contractor demonstrates that the stop work order resulted in an increase in costs to the Contractor.

4.10 UNCONDITIONAL TERMINATION FOR CONVENIENCE:

Maricopa County may terminate the resultant Contract for convenience by providing sixty (60) calendar days advance notice to the Contractor.

4.11 TERMINATION FOR DEFAULT:

The County may, by written notice of default to the Contractor, terminate this contract in whole or in part if the Contractor fails to:

- 4.11.1 Deliver the supplies or to perform the services within the time specified in this contract or any extension;
- 4.11.2 Make progress, so as to endanger performance of this contract; or
- 4.11.3 Perform any of the other provisions of this contract.
- 4.11.4 The County's right to terminate this contract under these subparagraphs may be exercised if the Contractor does not cure such failure within 10 days (or more if authorized in writing by the County) after receipt of the notice from the Procurement Officer specifying the failure.

4.12 STATUTORY RIGHT OF CANCELLATION FOR CONFLICT OF INTEREST:

Notice is given that pursuant to A.R.S. § 38-511 the County may cancel any Contract without penalty or further obligation within three years after execution of the contract, if any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County is at any time while the Contract or any extension of the Contract is in effect, an employee or agent of any other party to the Contract in any capacity or consultant to any other party of the Contract with respect to the subject matter of the Contract. Additionally, pursuant to A.R.S § 38-511 the County may recoup any fee or commission paid or due to any person significantly involved in initiating, negotiating, securing, drafting or creating the contract on behalf of the County from any other party to the contract arising as the result of the Contract.

4.13 OFFSET FOR DAMAGES:

In addition to all other remedies at Law or Equity, the County may offset from any money due to the Contractor any amounts Contractor owes to the County for damages resulting from breach or deficiencies in performance of the contract.

4.14 SUBCONTRACTING:

4.14.1 The Contractor may not assign to another Contractor or Subcontract to another party for performance of the terms and conditions hereof without the written consent of the County. All correspondence authorizing subcontracting must reference the Bid Serial Number and identify the job project.

4.14.2 The Subcontractor's rate for the job shall not exceed that of the Prime Contractor's rate, as bid in the pricing section, unless the Prime Contractor is willing to absorb any higher rates. The Subcontractor's invoice shall be invoiced directly to the Prime Contractor, who in turn shall pass-through the costs to the County, without mark-up. A copy of the Subcontractor's invoice must accompany the Prime Contractor's invoice.

4.15 AMENDMENTS:

All amendments to this Contract shall be in writing and approved/signed by both parties. Maricopa County Office of Procurement Services shall be responsible for approving all amendments for Maricopa County.

4.16 ADDITIONS/DELETIONS OF SERVICE:

The County reserves the right to add and/or delete materials to a Contract. If a service requirement is deleted, payment to the Contractor will be reduced proportionately, to the amount of service reduced in accordance with the bid price. If additional materials are required from a Contract, prices for such additions will be negotiated between the Contractor and the County.

4.17 ACCESS TO AND RETENTION OF RECORDS FOR THE PURPOSE OF AUDIT AND/OR OTHER REVIEW:

4.17.1 In accordance with section MCI 371 of the Maricopa County Procurement Code the Contractor agrees to retain all books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract for six (6) years after final payment or until after the resolution of any audit questions which could be more than six (6) years, whichever is latest. The County, Federal or State auditors and any other persons duly authorized by the Department shall have full access to, and the right to examine, copy and make use of, any and all said materials.

4.17.2 If the Contractor's books, records, accounts, statements, reports, files, and other records and back-up documentation relevant to this Contract are not sufficient to support and document that requested services were provided, the Contractor shall reimburse Maricopa County for the services not so adequately supported and documented.

4.17.3 If at any time it is determined by the County that a cost for which payment has been made is a disallowed cost, the County shall notify the Contractor in writing of the disallowance. The course of action to address the disallowance shall be at sole discretion of the County, and may include either an adjustment to future invoices, request for credit, request for a check or deduction from current billings Submitted by the Contractor by the amount of the disallowance, or to require reimbursement forthwith of the disallowed amount by the Contractor by issuing a check payable to Maricopa County.

4.18 VALIDITY:

The invalidity, in whole or in part, of any provision of this Contract shall not void or affect the validity of any other provision of the Contract.

4.19 RIGHTS IN DATA:

The County shall have the use of data and reports resulting from a Contract without additional cost or other restriction except as may be established by law or applicable regulation. Each party shall supply to the other party, upon request, any available information that is relevant to a Contract and to the performance thereunder.

4.20 RELATIONSHIPS:

4.20.1 In the performance of the services described herein, the Contractor shall act solely as an independent contractor, and nothing herein or implied herein shall at any time be construed as to create the relationship of employer and employee, co-employee, partnership, principal and agent, or joint venture between the County and the Contractor.

4.20.2 The County reserves the right of final approval on proposed staff for all Task Orders. Also, upon request by the County, the Contractor will be required to remove any employees working on County projects and substitute personnel based on the discretion of the County within two business days, unless previously approved by the County.

4.21 NON-DISCRIMINATION:

CONTRACTOR agrees to comply with all provisions and requirements of Arizona Executive Order 2009-09 including flow down of all provisions and requirements to any subcontractors. Executive Order 2009-09 supersedes Executive order 99-4 and amends Executive order 75-5 and may be viewed and downloaded at the Governor of the State of Arizona's website <http://azmemory.azlibrary.gov/cdm/singleitem/collection/execorders/id/680/rec/1> which is hereby incorporated into this contract as if set forth in full herein. During the performance of this contract, CONTRACTOR shall not discriminate against any employee, client or any other individual in any way because of that person's age, race, creed, color, religion, sex, disability or national origin.

4.22 CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

4.22.1 The undersigned (authorized official signing for the Contractor) certifies to the best of his or her knowledge and belief, that the Contractor

4.22.1.1 is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal Department or agency;

4.22.1.2 have not within 3-year period preceding this Contract been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or

commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property;

- 4.22.1.3 are not presently indicted or otherwise criminally or civilly charged by a government entity (Federal, State or local) with commission of any of the offenses enumerated in paragraph (2) of this certification; and
 - 4.22.1.4 have not within a 3-year period preceding this Contract had one or more public transaction (Federal, State or local) terminated for cause of default.
 - 4.22.2 The Contractor agrees to include, without modification, this clause in all lower tier covered transactions (i.e. transactions with subcontractors) and in all solicitations for lower tier covered transactions related to this Contract.
- 4.23 VERIFICATION REGARDING COMPLIANCE WITH ARIZONA REVISED STATUTES §41-4401 AND FEDERAL IMMIGRATION LAWS AND REGULATIONS:
- 4.23.1 By entering into the Contract, the Contractor warrants compliance with the Immigration and Nationality Act (INA using e-verify) and all other federal immigration laws and regulations related to the immigration status of its employees and A.R.S. §23-214(A). The contractor shall obtain statements from its subcontractors certifying compliance and shall furnish the statements to the Procurement Officer upon request. These warranties shall remain in effect through the term of the Contract. The Contractor and its subcontractors shall also maintain Employment Eligibility Verification forms (I-9) as required by the Immigration Reform and Control Act of 1986, as amended from time to time, for all employees performing work under the Contract and verify employee compliance using the E-verify system and shall keep a record of the verification for the duration of the employee's employment or at least three years, whichever is longer. I-9 forms are available for download at USCIS.GOV.
 - 4.23.2 The County retains the legal right to inspect contractor and subcontractor employee documents performing work under this Contract to verify compliance with paragraph 4.23 of this Section. Contractor and subcontractor shall be given reasonable notice of the County's intent to inspect and shall make the documents available at the time and date specified. Should the County suspect or find that the Contractor or any of its subcontractors are not in compliance, the County will consider this a material breach of the contract and may pursue any and all remedies allowed by law, including, but not limited to: suspension of work, termination of the Contract for default, and suspension and/or debarment of the Contractor. All costs necessary to verify compliance are the responsibility of the Contractor.
- 4.24 CONTRACTOR LICENSE REQUIREMENT:
- 4.24.1 The Respondent shall procure all permits, insurance, licenses and pay the charges and fees necessary and incidental to the lawful conduct of his/her business, and as necessary complete any required certification requirements, required by any and all governmental or non-governmental entities as mandated to maintain compliance with and in good standing for all permits and/or licenses. The Respondent shall keep fully informed of existing and future trade or industry requirements, Federal, State and Local laws, ordinances, and regulations which in any manner affect the fulfillment of a Contract and shall comply with the same. Contractor shall immediately notify both Office of Procurement Services and the using agency of any and all changes concerning permits, insurance or licenses.
 - 4.24.2 Respondents furnishing finished products, materials or articles of merchandise that will require installation or attachment as part of the Contract, shall possess any licenses required. A Respondent is not relieved of its obligation to possess the required licenses by subcontracting of the labor portion of the Contract. Respondents are advised to contact the Arizona Registrar of Contractors, Chief of Licensing, at (602) 542-1525 to ascertain

licensing requirements for a particular contract. Respondents shall identify which license(s), if any, the Registrar of Contractors requires for performance of the Contract.

4.25 INFLUENCE

As prescribed in MC1-1202 of the Maricopa County Procurement Code, any effort to influence an employee or agent to breach the Maricopa County Ethical Code of Conduct or any ethical conduct, may be grounds for Disbarment or Suspension under MC1-902.

An attempt to influence includes, but is not limited to:

4.25.1 A Person offering or providing a gratuity, gift, tip, present, donation, money, entertainment or educational passes or tickets, or any type valuable contribution or subsidy,

4.25.2 That is offered or given with the intent to influence a decision, obtain a contract, garner favorable treatment, or gain favorable consideration of any kind.

If a Person attempts to influence any employee or agent of Maricopa County, the Chief Procurement Officer, or his designee, reserves the right to seek any remedy provided by the Maricopa County Procurement Code, any remedy in equity or in the law, or any remedy provided by this contract.

4.26 PUBLIC RECORDS:

All Offers submitted and opened are public records and must be retained by the Records Manager at the Office of Procurement Services. Offers shall be open to public inspection after Contract award and execution, except for such Offers deemed to be confidential by the Office of Procurement Services. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential, the specific information in its offer and submit a statement with its offer detailing the reasons that the information should not be disclosed. Such reasons shall include the specific harm or prejudice which may arise. The Records Manager of the Office of Procurement Services shall determine whether the identified information is confidential pursuant to the Maricopa County Procurement Code and the Arizona Public Records Law.

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is provided in the rate sheet and award pursuant to the Maricopa County Contract No. 16030-S.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$75,000 annually or \$375,000 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

Service and repair of Ford passenger, light and medium duty vehicles for Fleet Management of the Public Works Department.

SANDERSON FORD, 6300 N 51ST AVE., GLENDALE, AZ 85301

SERIAL 16030
 NIGP CODE: 06069, 70, 71, 72, 73, 74
 RESPONDENT NAME: Sanderson Ford
 VENDOR NUMBER : 2011001026 0
 ADDRESS: 6300 N 51st Ave., Glendale, AZ 85301
 P.O. ADDRESS: _____
 TELEPHONE NUMBER: 623-8420-8600
 FACSIMILE NUMBER: 623-842-8771
 WEB SITE: http://www.sandersonford.com
 REPRESENTATIVE: Tom Peterson
 REPRESENTATIVE E-MAIL: tpeterson@sandersonford.com



	<u>YES</u>	<u>NO</u>	<u>REBATE OR DISCOUNT</u>
WILL ALLOW OTHER GOVERNMENTAL ENTITIES TO PURCHASE FROM THIS CONTRACT:	[X]	[]	
WILL ACCEPT PROCUREMENT CARD FOR PAYMENT:	[]	[X]	
WILL OFFER REBATE (CASH OR CREDIT) FOR UTILIZING PROCUREMENT CARD:	[]	[X]	% _____
<small>(Payment shall be made within 48 hours of utilizing the Purchasing Card)</small>			
VOLUNTARY EMPLOYEE DISCOUNT OFFER	[X]	[]	10% _____
PAYMENT TERMS:			
[X] NET 30 DAYS			

1.0 PRICING:

ITEM DESCRIPTION

1.1 All bidders shall reference the prices listed in auditable pricing catalogs with the margin of a plus (+) or minus (-) a percentage (%) discount or markup.

<u>MANUFACTURER</u>	<u>MARGIN PLUS (+) OR MINUS (-)</u>
General Motors	_____
Ford	Cost + 10%
Dodge	_____
Nissan	_____
Honda	_____
Toyota	_____
Isuzu	_____
Other	_____
Manufacturer/Pricing (List):	
Cummins	Cost + 10%
Caterpillar	Cost + 10%
Allison	Cost + 10%

SANDERSON FORD, 6300 N 51ST AVE., GLENDALE, AZ 85301

1.2 Hourly rate and information.



1.2.1 Hourly rate at service facility \$63.50

1.2.2 Hourly rate for after hours, weekends, holidays and emergency (if different) \$

1.2.3 Indicate the GVW your facility is equipped to service (see Section 2.1.2) 80,000 Lbs GVW

1.2.4 Indicate if a pick-up and delivery charge for vehicles not covered under warranty \$0.00

1.2.5 Business Hours Monday - Friday 7:00 am to 6:00 pm • Saturday 7:00 am to 3:00 pm

1.2.6 Service Advisors Name & contact information: Mike Alevizos • Phone: 623-842-8700
Email: malevizos@sandersonford.com

1.2.7 List the name and address on the County service center your able to support our requirements (See section 2.1.3)

1.2.7.1 Durango Service Center, 3325 W. Durango Street, Phoenix, AZ 85009

	Yes	No	
Chevrolet			
Ford	XXXXXXXX		<u>6300 N 51St Ave. Glendale, AZ 85301</u>
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

1.2.7.2 Dysart Service Center, 16821 North Dysart Road, Surprise, Arizona 85374

	Yes	No	
Chevrolet			
Ford	XXXXXXXX		<u>6300 N 51St Ave. Glendale, AZ 85301</u>
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

SANDERSON FORD, 6300 N 51ST AVE., GLENDALE, AZ 85301

1.2.7.3 Downtown Service Center, 120 South 4th Avenue, Phoenix, Arizona 85003

	Yes	No	
Chevrolet			
Ford	XXXXXXXX		6300 N 51St Ave. Glendale, AZ 85301
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

1.2.7.4 Buckeye Service Center, 26449 West Highway 85, Buckeye, Arizona 85326

	Yes	No	
Chevrolet			
Ford	XXXXXXXXXX		6300 N 51St Ave. Glendale, AZ 85301
Dodge			
Honda			
Toyota			
Nissan			
Isuzu			
Other			

PRICING SHEET: NIGP CODE 91078, 92815, 92847, 92855, 92886, 92887, 92917 and 92962

Terms: NET 30

Vendor Number: 2011001026 0

Certificates of Insurance Required

Contract Period: To cover the period ending **December 31, 2016.**

ATTACHMENT B

AGREEMENT PAGE

Respondent hereby certifies that Respondent has read, understands and agrees that acceptance by Maricopa County of the Respondent's Bid will create a binding Contract. Respondent further agrees to fully comply with all terms and conditions as set forth in the Maricopa County Procurement Code, and amendments thereto, together with the specifications and other documentary forms herewith made a part of this specific procurement

BY SIGNING THIS PAGE THE SUBMITTING RESPONDENT CERTIFIES THAT RESPONDENT HAS REVIEWED THE ADMINISTRATIVE INFORMATION AND DRAFT IFB CONTRACT'S TERMS AND CONDITIONS LOCATED AT <http://www.maricopa.gov/materials>. AND AGREE TO BE CONTRACTUALLY BOUND TO THEM.

Small Business Enterprise (SBE)

Sanderson Ford
RESPONDENT (FIRM) SUBMITTING PROPOSAL

86-0123699
FEDERAL TAX ID NUMBER

035865096
DUNS #

Steve Wendt • Dealership G.M.
PRINTED NAME AND TITLE


AUTHORIZED SIGNATURE

6300 N 51st Ave.
ADDRESS

623.842.8635
TELEPHONE

623.842.8876
FAX #


Glendale AZ 85301
CITY STATE ZIP

11/05/2015
DATE

<http://www.sandersonford.com>
WEB SITE

swendt@sandersonford.com
EMAIL ADDRESS

MARICOPA COUNTY, ARIZONA


CHIEF PROCUREMENT OFFICER,
OFFICE OF PROCUREMENT SERVICES

1/6/16
DATE

N/A
CHAIRMAN, BOARD OF SUPERVISORS

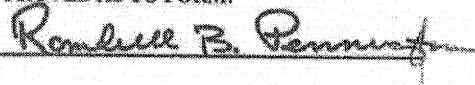
DATE

ATTESTED:

N/A
CLERK OF THE BOARD

DATE

APPROVED AS TO FORM:


LEGAL COUNSEL

December 23, 2015
DATE



Legislation Description

File #: 16-279, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO A PROFESSIONAL SERVICES AGREEMENT WITH OLSSON ASSOCIATES, INC., FOR CONSTRUCTION QUALITY ASSURANCE, AS-BUILT AND RECORD DRAWING, AND PROJECT ENGINEERING REVIEW

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into Amendment No. 1 to the Professional Services Agreement with Olsson Associates, Inc., Contract No. C-10721, to increase compensation by an amount not to exceed \$25,800, to provide construction quality assurance, as-built and record drawing, and project engineering review for the P1 Parking Lot located at the southwest corner of Maryland and 91st Avenues.

Background

At the March 22, 2016 Council Meeting, the City Council authorized entering into a Professional Services Agreement with Olsson Associates, Inc., for survey and mapping services for the properties in and around the Sports and Entertainment District, including a 76 acre parcel recently acquired by the City of Glendale. Contract No. 10721 was awarded on March 22, 2016 for a one year period.

Olsson Associates, Inc. was selected from the pre-qualified Engineering Consultants On-Call List to provide the necessary services.

Analysis

This Amendment will change the scope of work to include construction quality assurance, as-built and record drawing, and project engineering review, and will increase the compensation of Contract No. 10721 to a not to exceed amount of \$101,700 over the full term of the Agreement.

Previous Related Council Action

On March 22, 2016, Council authorized entering into a Professional Services Agreement with Olsson Associates, Inc., Contract No. 10721, in an amount not to exceed \$75,900.

Community Benefit/Public Involvement

This project will provide the necessary professional services to develop potential future on-site parking and planning making it more convenient for the general public attending events at the Sports and Entertainment District.

Budget and Financial Impacts

Funding is available in the FY 2015-16 Capital Improvement Plan Budget. Expenditures with Olsson Associates, Inc. are not to exceed \$25,800.

Cost	Fund-Department-Account
\$25,800	1980-68124-551200, Parking Garage at Westgate

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
PROFESSIONAL SERVICES AGREEMENT
WITH OLSSON ASSOCIATES, INC.
(City of Glendale Contract No. C-10721)

This Amendment No. 1 ("Amendment") to the Professional Services Agreement with Olsson Associates, Inc. ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and Olsson Associates, Inc., a Nebraska corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and Olsson Associates, Inc., ("Contractor") previously entered into a Professional Services Agreement with Olsson Associates, Contract No. C-10721, dated March 22, 2016 ("Agreement"); and
- B. The original scope of the work to be performed under this Agreement provided for survey and mapping services for an estimated cost not to exceed seventy-five thousand nine hundred dollars (\$75,900); and
- C. The City and Contractor, however, have agreed to include Construction Quality Assurance, As-built and Record Drawing, and Project Engineering Review to the scope of the project. Therefore, both parties wish to increase the amount of compensation, and are increasing the "amount not to exceed" of the Agreement with this Amendment; and
- D. 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. **Scope of Work.** The Scope of Work is to include Construction Quality Assurance, As-built and Record Drawing, and Project Engineering Review as outlined in Exhibit B, Scope of Work.
- 3. **Compensation.** Section 4 of the Agreement is hereby modified and amended as follows: The total amount under the Agreement shall not exceed one hundred one thousand and seven hundred dollars (\$101,700) over the term of the Agreement.

4. **Insurance Certificate.** Current certificate will expire on January 1, 2017 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
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. **Indemnification.**
 - a. To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties") for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense" collectively "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
 - b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
 - c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.
7. **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.

[Signatures on the following page.]

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Olsson Associates, Inc.,
a Nebraska corporation



By: R. Reece Henry
Its: Phoenix Land Surveyer Manager

Olsson Associates, Inc.,
a Nebraska corporation



By: Rod Penniman
Its: Phoenix Transportation Department
Manager

EXHIBIT B
Scope of Work

City of Glendale Project Name: _____

City of Glendale Project Number: _____

Section 9, T2N, R1E, & a portion of Section 16, T2N, R1E

1. Meetings & Coordination

Olsson Associates will attend weekly “progress” meetings with City of Glendale at the request and discretion of the City of Glendale, during the term of this project

2. Horizontal & Vertical Control

Olsson Associates will establish a reliable and correct horizontal and vertical control network to be used as the basis for this topographic survey. A minimum of 16 aerial targets will be placed within the project area. Section corners will be added to the control network for Section 9 & Section 16. Olsson will make efforts to establish additional control points as such that the control network can be recovered and used for future survey & staking.

3. Field Survey & Data Collection

Survey shall include:

- Aerial topographic survey of all of Section 9, T2N, R1E.
- Aerial topographic survey of the portion of Section 16, T2N, R1E shown on the graphic depiction of “project area” attached to this Exhibit B).
- Ground topographic survey to supplement Aerial Photogrammetric survey will be collected on the portions of Glendale Ave & 91st Ave shown on the graphic depiction of “Ground Topo 1” attached to this Exhibit B.
- Ground topographic survey to supplement Aerial Photogrammetric survey will be collected on the portions of Bethany Home Rd, 91st Ave & 95th Ave shown on the graphic depiction of “Ground Topo 2” attached to this Exhibit B.
- Ground topographic survey to supplement Aerial Photogrammetric survey will be collected on the portions of 99th Ave and intersecting canal shown on the graphic depiction of “Ground Topo 3” attached to this Exhibit B.
- Boundary survey for Maricopa County Assessor Parcel No’s 102-13-005D, 102-14-272, 102-14-273, & 102-14-001P will be performed during this survey. See the graphic depiction of “Boundary Survey Parcels” attached to this Exhibit B.

NOTE: AREAS SELECTED FOR SUPPLEMENTAL GROUND TOPOGRAPHIC SURVEY OF IMPROVEMENT FEATURES WILL CONTAIN A GREATER VERTICAL (ELEVATION) ACCURACY THAN THE AERIAL PHOTOGRAMMETRIC DATA.

4. Mapping

- Olsson Associates will prepare a digital CAD basemap (Autodesk Civil 3D 2015) and 24"x36" bond plot of the survey.
- Surface contour intervals to be prepared at 0.50 feet.
- Basemap to include R/W lines for public roads contained within the project area derived from available records. No title report has been ordered or provided.
- Basemap to include property lines of parcels selected for boundary survey.
- Basemap to include compiled digital aerial imagery.
- Basemap to include previous topographic survey for city project #151614 (P1).
- Olsson Associates will prepare a record of survey for property corners set according to Arizona and Maricopa County standards for recordation.

5. Construction Quality Assurance, As-built & Record Drawing

Olsson Associates will perform field survey and office calculations during construction of improvements for the purposes of As-Built and Record drawings:

- As-built of subgrade excavation at 50'x50' grid X, Y, Z.
- As-built of base course at 50'x50' grid X, Y, Z.
- Volume calculation of subgrade and base course.
- As-built of plan improvements for Record Drawings.

6. Project Engineering Review

Olsson Associates will review the existing field survey and proposed parking improvements for the purpose of:

- A. Determination of earthwork import/export volumes for the P1.
 - Provide earthwork calculations for the current design conditions.
 - Plan markups based on modifications to the proposed site design with recommendations for revisions to the overall design to reduce the amount of required import.
- B. Prepare updated plans utilizing the existing completed 151614 P1 Parking plan set prepared by the City of Glendale.

7. Project Deliverables

Olsson Associates will provide to The City of Glendale the following items:

- A. Digital basemap with surface model to be used for design engineering (AutoCAD version to be specified by City) & PDF of the map sheets of the survey.
- B. Project benchmark & survey ground control file with graphic exhibits.
- C. Record Drawings for P1 Parking (151614).
- D. Exhibits & reports for volume calculations in PDF format.
- E. Revised plan set for P1 (151614).



Legislation Description

File #: 16-280, Version: 1

AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR THE CAMELBACK ROAD SLURRY SEAL PROJECT BETWEEN 43RD AVENUE AND 58TH DRIVE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Construction Agreement with Viasun Corporation, for the Camelback Road Slurry Seal Project between 43rd Avenue and 58th Drive, in an amount not to exceed \$371,078.18, contingent upon Council Budget approval.

Background

The city has 748 miles of paved arterial, collector and residential roadways, which represents an investment of over \$1 billion in the street network based on replacement costs in today's economy. With the exception of minor street and concrete repairs (potholes, curb, and sidewalk) the city contracts for all other preventative maintenance and reconstructive roadway projects.

The Camelback Road Slurry Seal Project, between 43rd Avenue and 58th Drive, provides for approximately 1.9 miles of surface slurry treatments on a major arterial in the City of Glendale. Specifically this project includes: crack sealing, application of slurry seal pavement treatments, various concrete and asphalt point repairs, repainting of pavement markings and thermoplastic restriping.

Analysis

The City's Engineering division published a Notice to Contractors requesting bids for the Camelback Road Slurry Seal Project, between 43rd Avenue and 58th Drive (project number 141516) on March 17 and 24, 2016. Five contractors obtained the bid documents. On April 8, 2016, three bids were received, with Viasun Corporation submitting the lowest responsive and responsible bid in the amount of \$371,078.18, which was less than the engineer's estimate. Staff anticipates issuing a Notice to Proceed early July, with completion of this construction project before the end of November 2016.

Previous Related Council Action

On April 5, 2015, the Public Works Department presented to Council, at a workshop, an update to the Pavement Management Program for the city.

On November 24, 2014, Council authorized a Professional Services Agreement with Ritoch-Powell and Associates in an amount not to exceed \$2,131,123.40 for design and construction administration services for the FY2014/2015 Pavement Management Program which included the Camelback Road Slurry Seal Project.

Community Benefit/Public Involvement

Well maintained infrastructure is an important element of strong neighborhoods and business corridors and is critical for the attraction of quality economic development.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2016-17 Capital Improvement Plan Budget. Expenditures with Viasun Corporation are not to exceed \$371,078.18, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$371,078.18	2210-65089-550800, Pavement Management, GO Transportation

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

CONSTRUCTION AGREEMENT

This Construction Agreement ("Agreement") is entered into and effective between the CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Viasun Corporation, an Arizona corporation ("Contractor") as of the _____ day of _____, 20__.

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Notice to Contractors and the attached Exhibit A ("Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project, the plans and specifications, the Information for Bidders, and the Maricopa Association of Governments ("MAG") General and Supplemental Conditions and Provisions;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Project.

- 1.1 **Scope.** Contractor will provide all services and material necessary to assure the Project is completed timely and efficiently consistent with Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other contractors, providers or consultants retained by City.
- 1.2 **Documents.** The following documents are, by this reference, entirely incorporated into this Agreement and attached Exhibits as though fully set forth herein:
 - (A) Notice to Contractors;
 - (B) Information for Bidders;
 - (C) MAG General Conditions, Supplemental General Conditions, Special and Technical Provisions;
 - (D) Proposal;
 - (E) Bid Bond;
 - (F) Payment Bond;
 - (G) Performance Bond;
 - (H) Certificate of Insurance;
 - (I) Appendix; and
 - (J) Plans and Addenda thereto.

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

1.3 Project Team.

- (A) **Project Manager.** Contractor will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, to complete the project and handle all aspects of the Project such that the work produced by Contractor is consistent with applicable standards as detailed in this Agreement.
- (B) **Project Team.**
 - (1) The Project manager and all other employees assigned to the project by Contractor will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the project by Contractor.

Project 141516

(C) Sub-contractors.

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

2. **Schedule.** The Project will be undertaken in a manner that ensures it is completed in a timely and efficient manner. If not otherwise stated in Exhibit A, the Project shall be completed by no later than within one hundred twenty (120) consecutive calendar days from and including the date of receipt of the Notice to Proceed.

3. **Contractor's Work.**

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

3.2 **Licensing.** Contractor warrants that:

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

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

3.4 **Coordination; Interaction.**

- (A) If the City determines that the Project requires the coordination of professional services or other providers, Contractor will work in close consultation with City to proactively interact with any other contractors retained by City on the Project ("Coordinating Entities").
- (B) Subject to any limitations expressly stated in the budget, Contractor will meet to review the Project, schedules, budget, and in-progress work with Coordinating Entities and the City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- (C) If the Project does not involve Coordinating Entities, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

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- 3.5 Hazardous Substances.** Contractor is responsible for the appropriate handling, disposal of, and if necessary, any remediation and all losses and damages to the City, associated with the use or release of hazardous substances by Contractor in connection with completion of the Project.
- 3.6 Warranties.** At any time within two years after completion of the Project, Contractor must, at Contractor's sole expense and within 20 days of written notice from the City, uncover, correct and remedy all defects in Contractor's work. City will accept a manufacturer's warranty on approved equipment as satisfaction of the Contractor's warranty under this subsection.
- 3.7 Bonds.** Upon execution of this Agreement, and if applicable, Contractor must furnish Payment and Performance bonds as required under A.R.S. § 34-608.

4. Compensation for the Project.

- 4.1 Compensation.** Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$371,078.18, as specifically detailed in the Contractor's bid and set forth in **Exhibit B** ("Compensation").
- 4.2 Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified by the City.
- (A) Adjustments to the Scope or Compensation require a written amendment to this Agreement and may require City Council approval.
- (B) Additional services which are outside the scope of the Project and not contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. Billings and Payment.

5.1 Applications.

- (A) The Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- (B) The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- (A) After a full and complete Payment Application is received, City will process and remit payment within thirty (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.

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

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than fifteen (15) days following the date of delivery.

- (A) Contractor will be equitably compensated any services and materials furnished prior to receipt of the termination notice and for reasonable costs incurred.
- (B) Contractor will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with Project closeout and delivery of the required items to the City.

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

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

7. Insurance.

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

- (A) Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively, "Contractor's Policies"), until each Parties' obligations under this Agreement are completed.
- (B) General Liability.
 - (1) Contractor must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$2,000,000 annual aggregate.
 - (2) Sub-contractors must at all times relevant hereto carry a general commercial liability policy with a combined single limit of at least \$1,000,000 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, products and completed operations, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- (C) Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and 1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- (D) Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

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- (E) Equipment Insurance. Contractor must secure, pay for, and maintain all-risk insurance as necessary to protect the City against loss of owned, non-owned, rented or leased capital equipment and tools, equipment and scaffolding, staging, towers and forms owned or rented by Contractor or its Sub-contractors.
- (F) Notice of Changes. Contractor's Policies must provide for not less than thirty (30) days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- (G) Certificates of Insurance.
- (1) Within ten (10) business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under this Agreement.
- (H) Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted by Contractor with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular agreement.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- (I) Policies. Except with respect to workers' compensation and employer's liability coverages, the City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and acceptable to all parties.

7.2 Sub-contractors.

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

- (C) Contractor and Sub-contractors must provide to the City proof of Required Insurance whenever requested.

7.3 Indemnification.

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

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

8. Immigration Law Compliance.

- 8.1 Contractor, and on behalf any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 8.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 8.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 8.1 above.
- 8.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 8.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 8.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 8.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

Project 141516

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

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

11. **Notices.**

11.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- (A) The Notice is in writing, and
- (B) Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
- (C) Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day, or before 5:00 p.m., at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier on or before 5:00 p.m.; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- (D) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- (E) Digitalized signatures and copies of signatures will have the same effect as original signatures.

11.2 **Representatives.**

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

Viasun Corporation
Attn: Rolando Perez
731 North 19th Avenue
Phoenix, Arizona 85009

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

City of Glendale
Attn: Tom Kaczmarowski
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copies to:

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

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

(C) Concurrent Notices.

(1) All notices to City's representative must be given concurrently to City Manager and City Attorney.

- (2) A notice will not be considered to have been received by City's representative until the time that it has also been received by City Manager and City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Contractor identifying the designee(s) and their respective addresses for notices.
- (D) Changes. Contractor or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.

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

13. Entire Agreement; Survival; Counterparts; Signatures.

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

- (A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- (B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- (C) Any solicitation, addendums and responses submitted by the Contractor are incorporated fully into this Agreement as Exhibit A. Any inconsistency between Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

13.2 Interpretation.

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

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

13.4 Amendment. No amendment to this Agreement will be binding unless in writing and executed by the parties. Any amendment may be subject to City Council approval.

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

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

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

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

Project 141516

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 date shown above.

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Viasun Corporation,
an Arizona corporation

By: Rolando Perez
Its: President

WOMEN-OWNED/MINORITY BUSINESS [] YES [] NO
CITY OF GLENDALE TRANSACTION PRIVILEGE TAX NO. _____
FEDERAL TAXPAYER IDENTIFICATION NO. _____

Project 141516

**EXHIBIT A
CONSTRUCTION AGREEMENT**

PROJECT

Project includes approximately 77,344 SY of Slurry Seal Type III surface treatment of Camelback Road (Arterial) from approximately 43rd Avenue to 58th Drive. Project also includes necessary utility adjustments, miscellaneous concrete improvements, repairs, obliteration and application of striping, traffic control and additional related work.

Project 141516

**EXHIBIT B
CONSTRUCTION AGREEMENT**

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid, including all services, materials and costs.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project during the entire term of the Project must not exceed \$371,078.18.

DETAILED PROJECT COMPENSATION

As shown in detail on Pages 8 & 9 of the Bid Schedule.

**EXHIBIT C
CONSTRUCTION AGREEMENT**

DISPUTE RESOLUTION

1. Disputes.

- 1.1 **Commitment.** The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 **Application.** The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 **Initiation.** A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 **Informal Resolution.** When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - (A) The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - (B) The parties' senior managers will meet within ten (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 thirty (30) days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within five (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 fifteen (15) years of experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least ten (10) years.
- 2.2 **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 ninety (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.

Project 141516

- 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 fifteen (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.

PRELIMINARY BID TABULATION

PROJECT 141516-CAMELBACK ROAD-43RD AVENUE TO 58TH DRIVE-SLURRY TYPE III

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

DATE: April 8, 2016 at 10 am

	CONTRACTOR	BID BOND/ CHECK	ACKNOWLEDGE ADDENDUM	TOTAL BASE BID
1	VIASUN CORPORATION	BID BOND	YES	\$ 371,078.18
2	VSS INTERNATIONAL	BID BOND	YES	\$ 424,000.00
3	SOUTHWEST SLURRY SEAL	BID BOND	YES	\$ 462,765.47
4				
5				
6				
7				

ENGINEERS ESTIMATE: \$563,541



Legislation Description

File #: 16-282, Version: 1

AUTHORIZATION TO ENTER INTO A SYSTEM SUPPLY AND SUPPORT AGREEMENT WITH TRAPEZE SOFTWARE GROUP, INC., DOING BUSINESS AS TRIPSPARK TECHNOLOGIES, FOR THE PURCHASE OF MOBILE-DATA-TERMINALS FOR THE TRANSIT DIAL-A-RIDE FLEET

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a System Supply and Support Agreement with Trapeze Software Group, Inc., d.b.a. TripSpark Technologies (TripSpark), for the purchase of 26 mobile-data-terminals for the Transit Dial-A-Ride fleet, in an amount not to exceed \$74,020, and to authorize the expenditure of funds in the amount of \$9,360 annually for software maintenance fees, adjusted annually to TripSpark's then current pricing, contingent upon Council Budget approval.

Background

Mobile-data-terminals (MDTs) are used much the same way the Police Department uses the computers installed in patrol cars. All trip information is sent to the MDTs via wireless modems. Trips appear on the screen in chronological order so the dial-a-ride operators can see the order of their pick-ups and drop-offs. The operators can then look at pertinent trip information, such as the passenger's name, fare due, whether or not he/she uses a mobility device, drop-off location, etc. Transit's current MDTs are first generational technology and were purchased in 2008. The normal life expectancy for these MDT's is approximately 6-7 years. The new upgraded terminals are fourth generation and have much more advanced technology than the current terminals. The new terminals now have internal modems which will eliminate the need for the external modems currently installed in the buses. These next generation models also have the capability for limited voice communication, which could serve as a back-up should the radio network fail. The new terminals are more durable, and the technology advancements will give operators access to more trip information, as alpha numeric character spacing has been expanded allowing dispatchers to insert more trip details for the operators.

Analysis

The upgraded terminals are designed to directly integrate with Transit's core routing and scheduling software. Moving to a different vendor and model terminal would be more costly for the city and more time consuming, as a custom interface would have to be developed between the terminals in the buses and the scheduling software. As a result, it was decided to upgrade our current terminals with our current vendor rather than switching to a new product and going through the solicitation process. Our current vendor is the only supplier of the Ranger MDT. The current terminals, while still functional, are beginning to show signs of wear after years of use. This upgrade will provide our operators with the most up-to-date technology and supports Transit's Strategic Plan of adopting and using the newest and most recent technological advancements in the

industry.

Community Benefit/Public Involvement

Transportation services benefit Glendale residents and visitors. With the current terminals advancing in age, this upgrade will increase productivity as well as improve Transit's over-all customer service. When a MDT goes down for repair or malfunctions in the field, all trip information is communicated via two-way radio. This slows down the operator which reduces productivity, decreases the number of passengers picked-up, and ties up radio air-time.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 Transit Capital Improvement Plan budget and in the Fiscal Year 2016-17 Transit Operating budget. Expenditures with TripSpark are not to exceed \$74,020 for the purchase of 26 mobile data terminals, and \$9,360 annually for software maintenance fees, adjusted annually to TripSpark's then current pricing, contingent upon Council Budget Approval.

Cost	Fund-Department-Account
\$74,020	2210-65014-551000, Transit Support Capital
\$9,360	1660-16530-518200, Dial-A-Ride, Professional and Contractual

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

SYSTEM SUPPLY AND SUPPORT AGREEMENT

This Agreement effectively made this ___ day of _____ 2016, between:

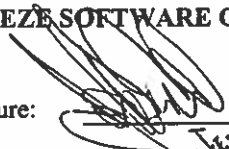
Name and Address of Licensor:
Trapeze Software Group, Inc. d.b.a. TripSpark
Technologies ("TripSpark" or "Consultant"), with a place
of business at:
5265 Rockwell Drive NE
Cedar Rapids, IOWA 52402

Name and Address of Customer:
City of Glendale ("Customer" or "City") with a place of
business at:
5850 West Glendale Avenue
Glendale, Arizona 85301

This Agreement, including its Exhibits (Exhibit A, Exhibit B, Exhibit C, Exhibit D, Exhibit E, Exhibit F), attached hereto, represents the complete and exclusive agreement between TripSpark and Customer with respect to the subject matter hereof and supersedes all prior agreements, negotiations, or understandings between TripSpark and Customer in any way relating to the subject matter of this Agreement, including but not limited to all those agreements between Mentor Engineering, Inc. Customer which were assigned to TripSpark pursuant to an asset purchase agreement, made effective January 31, 2013. For clarity, any and all preceding agreements are hereby terminated and shall have no further force or effect on either party from the effective date of the Agreement ("Preceding Agreements"). No other terms, conditions, representations, warranties or guarantees, whether written or oral, express or implied, will form a part of this Agreement or have any legal effect whatsoever. In the event of any conflict or inconsistency between the provisions of this Agreement and the exhibits, the terms and conditions of this Agreement will govern to the extent of such inconsistency. This Agreement may not be modified except by a later written amendment signed by both parties.

TRAPEZE SOFTWARE GROUP, INC.

CITY OF GLENDALE

Signature: 
Name: _____
Title: *Jason Vandenberg*
Director of Finance

Signature: _____
Name: _____
Title: _____

TERMS AND CONDITIONS

NOW THEREFORE, the parties agree as follows:

1. **Definitions** In this Agreement the capitalized words set out below will have the following meanings:

“Agreement” this system supply and support agreement between TripSpark and Customer, and the attached exhibits, all of which form an integral part of this Agreement;

“Documentation” the user documentation pertaining to the System as supplied by TripSpark;

“Equipment” means collectively, the TripSpark Equipment, Replacement Equipment, and the Third Party Equipment;

“New Product” any update, new feature or major enhancement to the TripSpark Software that TripSpark markets and licenses for additional fees separately from Upgrades;

“Statement of Work” the specifications for the services to be provided by TripSpark, any subcontractors, and the Customer, attached hereto as Exhibit D;

“Summary of Pricing” the summary of pricing information related to the System, attached hereto as Exhibit C;

“System” means the Software products specified in Exhibit A and the Equipment specified in Exhibit B;

“Third Party Equipment” the computer hardware, system software and any other related items to be provided by TripSpark, as identified in Exhibit B of this Agreement;

“Trade Secrets” any information proprietary to either party (including software source code), concerning a design, process, procedure, formula, or improvement that is commercially valuable and secret (in the sense that the confidentiality of such information affords a competitive advantage to the owner), but shall not include any information that (1) is or becomes generally known to the public through no fault of the recipient; (2) is obtained without restriction from an independent source having a bona fide right to use and disclose such information, without restriction as to further use or disclosure; (3) the recipient independently develops through persons who have not had access to such information; or (4) the disclosing party approves for unrestricted release by written authorization.

“TripSpark Equipment”
or “Replacement Equipment” the TripSpark proprietary equipment units identified in Exhibit B of this Agreement;

“TripSpark Software” the TripSpark proprietary software applications identified in Exhibit A of this Agreement;

2. **Services** TripSpark will provide all services and perform all actions required by, and in accordance with, the Statement of Work (the “Services”) attached hereto as Exhibit D. The Customer will perform all applicable activities and provide all information as required by the Statement of Work.

3.

3. **TripSpark Software License**

a) TripSpark grants to Customer a personal, non-transferable and non-exclusive license restricted for use by Customer at their place of business:

(i) to use a production copy of the object code version of the Software in the form supplied by TripSpark and on hardware approved by TripSpark as of the License Date referred to in Exhibit A ("License Date"), in accordance with the operational characteristics described in Exhibit A.

(ii) To use the TripSpark Documentation, but only as required to exercise this license.

c) The license to use the Transit Database is granted to Customer solely for the development of internal reports by Customer and for the integrated operation of the TripSpark Software in both Production Environment and Staging Environment. Unless expressly included herein, all other access rights to the Transit Database are excluded from this Agreement, and the Customer shall not develop or use, or authorize the development or use of, any other application interfaces to or from the Transit Database without the express written consent of TripSpark.

d) Customer may make two back-up copies of the TripSpark Software. Customer may use the production copy of the TripSpark Software solely to process Customer's proprietary data. The TripSpark Software may not be used on a service bureau or similar basis to process data of any third parties.

e) Other than the rights of use expressly conferred upon Customer by this paragraph, Customer will have no further rights to use the TripSpark Software or the Documentation. Customer will not copy, reproduce, modify, adapt, translate or add new features to the TripSpark Software or the Documentation without the express written consent of TripSpark. Customer will not permit disclosure of, access to, or use of the TripSpark Software or the Documentation by any third party unless authorized in writing by TripSpark. Customer will not attempt to reverse compile or reverse engineer all or any part of the System.

f) The Equipment may include embedded third party software, including software licensed by:

- a. Microsoft® Corporation.
- b. HERE MAP, territory-specific geographic/map data consisting of data for the North America Territory;
- c. Telogis, Inc. (Geobase™ mapping technology software);
- d. Blacklight Solutions ("Blacklight Solutions");
- e. Nuance/Loquendo S.p.A., (Text to Speech software).

The terms and restrictions of TripSpark's software license grants will apply to the use of the third party software identified above and the licensors of such software are third party beneficiaries of the rights granted under those terms. If required, Customer shall enter into a separate end-user-license agreement depending on the product(s) procured. Customer may only transfer any embedded software product with the Equipment in accordance with the terms and conditions of this Agreement.

4. Title to Equipment and Risk of Loss

It is agreed that title and risk of loss to any Equipment sold hereunder shall pass to Customer at the time of delivery of the Equipment at the premises designated by the Customer.

5. Warranty

a) With the exception of the TripSpark Equipment purchased pursuant to the Preceding Agreements, TripSpark warrants the TripSpark Equipment or Replacement Equipment, as applicable, purchased pursuant to this Agreement, to operate in all material respects as specified in the Documentation for a period of ninety days (90) from the date of delivery to Customer location.

b) The sole remedy of Customer for any breach of the above warranty will be to require TripSpark to use reasonable efforts to repair, at its own expense, any defects in the TripSpark Equipment or Replacement Equipment, as applicable, that are brought to TripSpark's attention by Customer.

c) The parties agree that the above warranty shall not apply to include any Third Party Equipment. Such Third Party Equipment will be provided by TripSpark with any available manufacturer's warranty only and any corrective or remedial services with respect to such items shall be the exclusive responsibility of the Customer. The parties further agree that the above warranty does not include coverage for errors, defects or performance issues in the System caused by the actions of the Customer, its employees, contractors or vehicle riders. This warranty is in lieu of all other warranties, conditions or other terms, express or implied, concerning the System. It explicitly excludes any other warranty, condition or other term which might be implied or incorporated into this Agreement, whether by statute, regulation, common law, equity or otherwise, including without limitation any implied warranties or conditions of quiet usage, merchantability, merchantable quality, fitness for a particular purpose, or from the course of dealing or usage of trade as allowed by law. In particular, TripSpark does not warrant that: (i) the System will meet all or any of Customer's particular requirements; (ii) that the operation of the System will operate error free or uninterrupted; or (iii) all programming errors in the System can be found in order to be corrected. For clarity, no warranty is provided for the TripSpark Software identified in Exhibit A of this Agreement purchased under the Preceding Agreements.

6. Payment TripSpark will invoice Customer for the TripSpark Software license fees and fees for the Equipment as set out in and according to the Summary of Pricing. TripSpark will invoice Customer in accordance with the payment schedule in the Summary of Pricing. The total amounts due for the Services and Expenses, as those fees are set out in the Summary of Pricing, are firm fixed amounts and will be invoiced on that basis. Expenses related to the Services are not to exceed those amounts set out in the Summary of Pricing. In the event that the operational parameters set out in Exhibit A of this Agreement are exceeded, TripSpark reserves the right to charge Customer its standard license fees and maintenance fees applicable to such additional levels of use.

Subject to receipt of an accurate invoice, Customer will pay invoices within thirty (30) days of receipt. Overdue payments will bear interest at the annual rate of fifteen percent (15%) on the amount outstanding from the date when payment is due until the date payment in full is received by TripSpark. Customer will also be responsible for payment of all applicable taxes and other levies, including sales and use taxes, and this obligation will survive termination of this Agreement. If Customer has a tax exemption certificate, a copy of the certificate must be provided to TripSpark upon signing of this Agreement to avoid payment of the applicable tax to TripSpark.

7. Maintenance Services and Extended Warranty

For the purposes of this Section 7 of this Agreement, the following definitions apply:

"Rogue Unit": TripSpark Equipment or Replacement Equipment, as applicable, that exhibits a recurring problem subject to the following: (i) the undesired symptom reported is the same for three (3) sequential removals, and (ii) the undesired interval is seven (7) operating days or less;

"Turnaround Time": Commences on the date of receipt by TripSpark's Service Center, and continues to the date of shipment back to Customer;

No Fault Found ("NFF") / No Trouble Found ("NTF"): TripSpark Equipment or Replacement Equipment, as applicable, which requires no repair, replacement or adjustment by TripSpark in order to return it to a serviceable level in accordance with subsection 7 (B) (iv) below;

"Updates and Upgrades": Those general releases to the TripSpark Equipment or Replacement Equipment or TripSpark Software that TripSpark generally makes available as part of the annual maintenance program;

"Priority One (1) Variance": A TripSpark Equipment or Replacement Equipment or TripSpark Software performance anomaly resulting in the loss or use of critical system functions and system is "down" to the extent that such loss affects the safety of the public and/or personnel;

"Priority Two (2) Variance": A TripSpark Equipment or Replacement Equipment or TripSpark Software deficiency of lesser severity than a Priority One (1) that does not substantially reduce the capability of the System to accomplish its primary system functions (e.g., vehicle communications, and/or AVL, and/or fare collection). A Priority One (1) Variance for which an acceptable workaround has been established shall be reassigned to a Priority Two (2); and

"Service Notification": A notification or bulletin provided by TripSpark that describes a change to TripSpark Equipment or Replacement Equipment or TripSpark Software.

A) TripSpark Software

Upon TripSpark receipt of Customer payment in full of annual maintenance fees, TripSpark agrees to provide the following maintenance and support services:

- (i) TripSpark will maintain the TripSpark Software so that it operates in conformity, in all material respects, with the descriptions and specifications for the TripSpark Software set out in the Documentation;
- (ii) in the event that Customer detects any errors or defects in the TripSpark Software, TripSpark will provide reasonable support services through a telephone software support line from Monday to Friday, 8 am to 5 pm EST (Except North American holidays). Upon registration by Customer, TripSpark will also provide Customer with access to its software support website;
- (iii) TripSpark will provide Customer with Upgrades of the TripSpark Software at no additional license fee charge;
- (iv) Customer shall provide TripSpark with remote access to Customer's computers on which the TripSpark Software is installed. TripSpark shall provide updates and Upgrades to the TripSpark Software via remote connection. Should Customer request any on-site maintenance and support services, TripSpark reserves the right to charge its standard applicable service fees plus expenses related to such services; and
- (v) Upgrades will be provided with updated Documentation where available and appropriate.

B) TripSpark Equipment

For the duration of initial warranty period and subject to purchase of extended warranty by Customer for TripSpark Equipment or Replacement Equipment, as outlined in Summary of Pricing, TripSpark agrees to provide the following maintenance and support services

- (i) TripSpark shall provide phone support to Customer's authorized callers to assist with troubleshooting of installation, configuration, and operational problems of covered TripSpark Equipment or Replacement Equipment;
- (ii) Customer shall send all TripSpark Equipment or Replacement Equipment covered by this Agreement directly to the designated TripSpark Service Center outlined in the Return Materials Authorization ("RMA") Request Process, Exhibit F. Upon repair, TripSpark shall return the TripSpark Equipment or Replacement Equipment to Customer's designated receiving facility, or other locations as designated by Customer's applicable Return Order. Cost of shipping to the designated TripSpark Service Center shall be borne by Customer. Cost of shipping the repaired TripSpark Equipment or Replacement Equipment to the Customer's facilities shall be borne by TripSpark unless the TripSpark Equipment or Replacement Equipment is deemed NFF / NTF. TripSpark Equipment or Replacement Equipment returned for repair under this Agreement and subsequently determined by TripSpark to be NTF or NFF or upon warranty expiry is subject to the Time and Material pricing contained in Summary of Pricing. TripSpark reserves the right to substitute functionally equivalent parts for those parts returned to TripSpark for repair. TripSpark will use commercially reasonable efforts to obtain equally functional equivalent parts. Notwithstanding anything to the contrary herein, should equally functional equivalent parts not be available, Customer acknowledges and agrees that TripSpark will have no further obligation to support the TripSpark Equipment or Replacement Equipment and Customer shall be obligated to pay to TripSpark bench fees at the then current TripSpark pricing. The bench fee amount applies to the services performed by TripSpark for testing and assessment of TripSpark Equipment or Replacement Equipment issues whether or not TripSpark Equipment or Replacement Equipment parts are available as described hereunder and whether or not Customer chooses to replace parts as advised by TripSpark.
- (iii) TripSpark shall make commercially reasonable efforts to provide a Turnaround Time of thirty (30) calendar days for TripSpark Equipment or Replacement Equipment as listed in Exhibit B, which is returned to TripSpark in accordance with Exhibit F;
- (iv) TripSpark shall apply special testing and repair to any Rogue Unit at no additional charge to Customer. Any special testing and repair shall not be subject to the Turnaround Time specified in subsection (iii) above; and
- (v) TripSpark may issue Service Notifications indicating recommended or mandatory changes to the TripSpark Equipment or Replacement Equipment and Software covered under this Agreement.

C) Documentation for Equipment Difficulty

Prior to delivery to TripSpark of TripSpark Equipment or Replacement Equipment to be repaired, Customer shall provide TripSpark with a return order, which shall include the following information:

- (i) Date of performance anomaly;
- (ii) Vehicle Number;
- (iii) Detailed system description of performance anomaly;
- (iv) Type number, part number, and serial number of the TripSpark Equipment or Replacement Equipment;
- (v) Customer Return / Repair Order Number; and,
- (vi) Ship To address and Contact Name for return of TripSpark Equipment or Replacement Equipment to Customer;

D) Documentation for Software Difficulty

Upon the identification of a possible fault or difficulty within any of the TripSpark Software to be supported hereunder, Customer shall promptly issue a trouble report to TripSpark that shall include the following information:

- (i) Date of performance anomaly;
- (ii) TripSpark Software module in question and location of where TripSpark Software is installed;
- (iii) Detailed system description of performance anomaly;
- (iv) Version number of TripSpark Software and severity/ impact to Customer's operations; and
- (v) Contact name and phone number.

The trouble report information shall also be communicated verbally via 1-877-411-8727 or via email at cc@TripSparkgroup.com or via customer portal www.MyTripSpark.com to TripSpark. TripSpark shall forward the trouble report to the designated repair technician.

E) Equipment and Software Excluded from Maintenance

The parties agree that the above maintenance services shall not apply to include maintenance of Third Party Equipment, and TripSpark shall be under no obligation to provide any maintenance services to the Customer with respect to such Third Party Equipment or third party software. The parties further agree that the above maintenance services shall not include services which may be required to identify or correct errors, defects or performance issues in the TripSpark Software or the TripSpark Equipment or Replacement Equipment which are caused by the actions or omissions of the Customer, its employees, contractors or vehicle riders.

In the event that TripSpark Equipment or Replacement Equipment and Software covered under this Section 7 is subjected to any of the conditions below by Customer or any third parties, such TripSpark Equipment or Replacement Equipment and Software shall be excluded from maintenance service coverage.

- (i) TripSpark Equipment or Replacement Equipment or TripSpark Software subjected to carelessness or negligence;
- (ii) TripSpark Equipment or Replacement Equipment or TripSpark Software subjected to cannibalization or vandalism;
- (iii) TripSpark Equipment or Replacement Equipment or TripSpark Software subjected to alteration or repair in a manner which conflicts with TripSpark's written repair procedures, specifications, and license terms;

- (iv) TripSpark Equipment or Replacement Equipment or TripSpark Software subjected to inadequate packing, shipping, storage or handling;
- (v) TripSpark Equipment or Replacement Equipment or TripSpark Software subjected to fire, wind, flood, leakage, collapse, lightning, explosion, or other Acts of God, including but not limited to acts of war (declared or undeclared), terrorism, or the public enemy; and
- (vi) TripSpark Software altered as a result of third party service bulletins.

F) Disclaimer

During any annual maintenance support or extended warranty period, TripSpark does not represent or warrant that (a) the TripSpark Equipment or Replacement Equipment or TripSpark Software shall meet any or all of Customer's particular requirements; or (b) the operation of the TripSpark Equipment or Replacement Equipment or TripSpark Software shall be error-free or uninterrupted.

8. **Payment of Maintenance Fees** Commencing upon the expiry of the applicable warranty period, Customer shall pay the annual maintenance fees to TripSpark as provided in Exhibit E. These fees shall be subject to change as set out in Exhibit E. Customer shall issue a Purchase Order annually specifying the amount set forth in the TripSpark invoice for maintenance services in accordance with Exhibit E. The Purchase Order shall be governed by the terms and conditions of this Agreement. In the event that the Customer wishes to terminate the maintenance services to be provided under this Agreement, Customer must provide TripSpark with no less than ninety (90) days written notice of such termination, during which ninety day period the applicable maintenance fees will remain payable. TripSpark may suspend provision of any maintenance services during any period of time during which the applicable maintenance fees remain unpaid by Customer.

9. **Trade Secrets** Customer acknowledges that all Trade Secrets relating to or concerning the System, including any modifications made thereto, are owned by TripSpark or TripSpark has the applicable rights of use and Customer will maintain the Trade Secrets in strict confidence and not disclose the Trade Secrets to any third party without TripSpark's prior written consent. Customer shall prohibit any persons other than Customer employees from using any components of the System and Customer shall restrict the disclosure and dissemination of all Trade Secrets reflected in the System to Customer employees who are bound to respect the confidentiality of such Trade Secrets. These obligations of confidentiality will survive termination of this Agreement.

10. **Media and Publication** Upon reasonable notice and consultation with the Customer, TripSpark shall be entitled to publish press releases and other general marketing information related to this Agreement and the work done hereunder. Except for the foregoing, and subject to the strict requirements of the law, neither party will communicate with representatives of the general or technical press, radio, television, or other communication media regarding the work performed under this Agreement without the prior written consent of the other party.

11. **Intellectual Property Indemnification** TripSpark will defend Customer in respect of any claims brought against Customer by a third party based on the claim that the TripSpark Software or the TripSpark Equipment or TripSpark Replacement Equipment infringes the intellectual property rights of that third party. TripSpark will pay any award rendered against Customer by a court of competent jurisdiction in such action, provided that Customer gives TripSpark prompt notice of the claim and TripSpark is permitted to have full control of any defense. If all or any part of the TripSpark Software or TripSpark Equipment or Replacement Equipment becomes, or in TripSpark's opinion is likely to become, the subject of such a claim, TripSpark may either modify the TripSpark Software or TripSpark Equipment or Replacement Equipment to make it non-infringing, or procure the right for the Customer's use of the System. This is TripSpark's entire liability concerning intellectual property infringement. TripSpark will not be liable for any infringement or claim based upon any modification of any part of the System developed by Customer, or use of the System in combination with software, hardware, or other technology not supplied or approved in advance by TripSpark, or use of any part of the System contrary to this Agreement or the Documentation.

12. **Exclusion of Liability**

a) TripSpark and Customer do not rely on and will have no remedy arising from any statement, representation, warranty or understanding (whether negligently or innocently made) of any person (whether party to this Agreement or not) other than

as expressly set out in this Agreement. The only remedy available to Customer for breach of warranty is for breach of contract under the terms of this Agreement. This does not preclude a claim for fraud.

b) TripSpark does not guarantee the privacy, security, authenticity or non-corruption of any information transmitted through the internet or any information stored in any system connected to the internet. TripSpark shall not be responsible for any claims, damages, costs or losses whatsoever arising out of or in any way related to Customer's connection to or use of the internet.

c) TripSpark will not be liable to Customer or any third party for any claims, expenses, damages, costs or losses whatsoever arising out of or in any way related to:

(i) Customer's use of map or geographical data, owned by Customer or any third party, in conjunction with the System or otherwise; or

(ii) Customer's use of the System insofar as the System may be used to store, transmit, display, disclose or otherwise use data or information which is considered private, confidential, proprietary or otherwise exempt from public disclosure under applicable law.

(d) TripSpark's liability and responsibility for any claims, damages, costs or losses whatsoever arising either jointly or solely from or in connection with this Agreement or the use of the System (whether or not in the manner permitted by this Agreement), including claims for breach of contract, tort, misrepresentation, or otherwise, will be absolutely limited to the license or hardware fees paid for the product that is the subject of the dispute, or, in the case of services, limited to the total amount of fees paid for the service(s) that is the subject of the dispute prior to System Acceptance and no more than annual maintenance fees or extended warranty fees, or annual hosting fees paid (if applicable) for the for the TripSpark Software or TripSpark Equipment or Replacement Equipment product that is the subject of a claim subsequent to System Acceptance.

(e) TripSpark will not be liable to the Customer or any third party for losses or damages suffered by Customer or any third party which fall within the following categories:

i) incidental or consequential damages, whether foreseeable or not;

ii) special damages even if TripSpark was aware of circumstances in which special damages could arise;

iii) loss of profits, anticipated savings, business opportunity, goodwill, or loss of information of any kind.

(f) Paragraphs (d) and (e) do not apply to claims arising out of death or bodily injury caused by TripSpark's gross negligence or willful misconduct.

(g) The Customer acknowledges and agrees that it is solely responsible for providing and ensuring the proper training of its drivers, owners or operators in the operation of the motor vehicle or motor vehicles in conjunction with the use or operation of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement. "Motor vehicle" includes any automotive machinery utilized for the transport of persons or goods in which TripSpark Software, Equipment, and Third Party Equipment has been incorporated or installed.

The Customer acknowledges and agrees that TripSpark shall not be liable to the Customer for any claim or action including costs arising out of the use or misuse of any motor vehicle operated by the Customer in conjunction with or separate from the use of the TripSpark Software, Equipment and Third Party Equipment described in this Agreement including any personal injury claim or action and the Customer shall defend and hold TripSpark harmless from any such claim or action including costs.

13. Termination

(a) This Agreement will remain in effect until terminated.

(b) Either party may terminate this Agreement by providing ninety (90) days written notice.

(c) TripSpark has the right to terminate this Agreement if Customer is in default of any term or condition of this Agreement, and fails to cure such default within thirty (30) days after receipt of written notice of such default. Without limitation, the following are deemed Customer defaults under this Agreement: (i) Customer fails to pay any amount when due hereunder; (ii) Customer becomes insolvent or any proceedings will be commenced by or against Customer under any bankruptcy, insolvency or similar laws.

(d) If Customer develops software that is competitive with the TripSpark Software, or Customer is acquired by or acquires an interest in a competitor of TripSpark, TripSpark shall have the right to terminate this Agreement immediately.

(e) If this Agreement is terminated, Customer will immediately return to TripSpark all copies of the TripSpark Software and the Documentation and any other Equipment provided to Customer pursuant to this Agreement which have not been paid for in full, and will certify in writing to TripSpark that all copies or partial copies of the TripSpark Software, the Documentation and such other materials have been returned to TripSpark. In the event of termination, TripSpark will be entitled to retain all fees paid by Customer for all license fees, service fees and expenses related to services or deliverables provided up to the termination date.

14. Force Majeure TripSpark will not be responsible for, and its performance of obligations will automatically be postponed as a result of, delays beyond TripSpark's reasonable control, provided that TripSpark notifies the Customer of its inability to perform with reasonable promptness and performs its obligations hereunder as soon as circumstances permit.

15. Assignment This Agreement is for the sole benefit of Customer and may not be assigned by Customer without the prior written consent of TripSpark.

16. Applicable Law This Agreement will be governed by and construed in accordance with the laws of the State of Arizona.

17. Third Parties No party other than Customer shall be licensed to use the TripSpark Software by this Agreement, unless such use is expressly permitted by the terms of this Agreement. In the event that this Agreement does allow for the use of the TripSpark Software by certain designated third party service providers, the Customer shall be responsible for taking all reasonable steps to ensure that the service provider is fully compliant with the terms of this Agreement including without limitation any restrictions on use of the TripSpark Software and obligations of confidentiality. TripSpark does not assume, and hereby expressly excludes, any obligations or duties to any third parties, whether expressly named in this Agreement or not, which may be inferred or implied by statute, regulation, common law, equity or otherwise.

18. Notices All notices must be in writing and will be duly given if delivered personally or sent by registered or certified mail to the respective addresses of the parties appearing on page one of this Agreement. Any notice given will be deemed to have been received on the date it is delivered if delivered personally, or, if mailed, on the fifth business day next following its mailing. Either party may change its address for notices by giving notice of such change, as required in this Section.

19. Purchase Order Upon execution of this Agreement, Customer will issue a Purchase Order specifying the amount of as set out in the Summary of Pricing, (this amount excludes any sales taxes, first year maintenance fees or escrow fees which may apply) for the provision of the System and the Services. The Purchase Order will be governed exclusively by the terms and conditions of this Agreement.

20. Audits TripSpark may perform audit(s) on the use of the System upon giving Customer written notice of at least five (5) business days. Customer agrees to make the necessary operational records, databases, equipment, employees and facilities available to TripSpark for the audit(s). The purpose of the audit will be to verify compliance with the terms and conditions of this Agreement.

21. Immigration Law Compliance

21.1 TripSpark and on behalf of its subcontractors will to the extent applicable under A.R.S. § 41-4401, comply with all federal immigration laws and regulations that relate to their employees as well as comply with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

- 21.3 Subject to inspections mandated by federal law, Customer retains the legal right to inspect the papers of any who performs work under this Agreement to ensure that TripSpark or its employees, and its subcontractor is compliant with the provisions of this section.
- 21.4 Subject to inspections mandated by federal law, Customer may conduct random inspections, and upon request of Customer, TripSpark will provide copies of papers and records of TripSpark demonstrating continued compliance with the provisions of this section. TripSpark agrees to keep papers and records available for inspection by the Customer during normal business hours and will cooperate with the Customer in exercise of its statutory duties and not deny reasonable access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 21.5 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.

22. 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 Section 22 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.

Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with applicable 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 commercially reasonable efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to a mutually agreed upon mediation firm. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each party must, however, within 10 days of selection of an arbitrator or as otherwise mutually agreed to by the parties, deliver to the other party copies of all documents in the delivering party's possession that are relevant to the dispute.
- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless

otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.

- 2.4 **Award**. At the arbitration hearing, each party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 **Final Decision**. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the parties.
 - 2.6 **Costs**. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs, as awarded by the Arbitrator or a court of competent jurisdiction.
 3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services that are not the subject of a Dispute, during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
 4. **Exceptions**.
 - 4.1 **Third Party Claims**. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
 - 4.2 **Liens**. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 **Governmental Actions**. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.
23. **Conflict of Interest**. TripSpark and City acknowledge that this Agreement is subject to cancellation pursuant to the provisions of A.R.S. § 38-511.

EXHIBIT A

Item	TripSpark Software	Application Description	Configuration	License Date
1.	TripSpark Mobile (Paratransit)	Mobile Application for Paratransit Bus Operators	Mobile Based	Effective date of this Agreement
2.	TripSpark XGate (Paratransit)	Wireless Communication Module	Mobile Based	Effective date of this Agreement
3.	TripSpark Xmobile Manager (XMM) (Paratransit)	Over the Air Programming Application	Mobile Based	Effective date of this Agreement
4.	TripSpark XGate Server License	Wireless Communication Module	Server Based	Effective date of this Agreement
5.	TripSpark XMobile Manager Server License	Over the Air Programming Application	Server Based	Effective date of this Agreement

Note:

1. Licenses are provided for operations up to twenty six (26) paratransit vehicles.
2. Third Party Runtime licenses, if required to operate the TripSpark Software, are not included.
3. The above identified Software licenses were purchased and accepted pursuant to the Preceding Agreements.
4. Software is designed for the Windows operating environments, with an ODBC database infrastructure (the Transit Database) designed by and proprietary to TripSpark, as applicable.
5. Except as may be included in the Equipment or otherwise specifically required in the Agreement, the Customer is responsible for purchasing hardware and any other pre-requisite products.
6. Any software applications may be operated on any of the licensed workstations within a configuration approved by TripSpark. Licenses for additional local or remote workstations may be purchased at the then current rates.

EXHIBIT B

List of Replacement Equipment:

Equipment Replacing Equipment Purchased Under Preceding Agreements

Description	Quantity
In-Vehicle Equipment - Paratransit	
Ranger 4 (Internal modem, GPS, WiFi)	26
Ranger Mounting Bracket	26

EXHIBIT C: SUMMARY OF PRICING

Item	Product	Quantity	Total
1	In Vehicle Equipment –Replacement Equipment		\$68,700.00
	Ranger 4 (Internal Verizon Modem, GPS, WiFi)	26	
	Mounting	26	
2	Services		\$4,200.00
	Project Management and Remote Support	1	
3	Shipping		\$1,120.00
Grand Total			\$74,020.00

Notes:

1. Pricing expires on May 31, 2016.
2. Applicable taxes are not included and will be assessed at TripSpark invoicing.
3. Total fees, in the amount of \$74,020.00, are due upon TripSpark Replacement Equipment drop ship delivery to Customer location.

TripSpark will provide:

- 1 All of the onboard equipment included above
- 2 Technical services to include: project management; system testing; and up to 4 hours of remote support.

Customer will be responsible for providing the following:

- 1 Space, power, network (LAN/WAN) connectivity, for required servers and workstations.
- 2 Access to the servers via the internet (i.e. VPN, PCAnywhere) to support remote trouble-shooting/support.
- 3 Provision/configuration of router/firewall to allow two-way IP based communications with the mobile devices.
- 4 Public data (and voice, if applicable) network activations and monthly airtime subscriptions for each vehicle.
- 5 Wi-Fi access points at the garages (if desired).
- 6 Swap-out maintenance of in-vehicle equipment during and after the warranty period.
- 7 Data entry/verification including but not limited to stops, routes, schedules, timepoints.
- 9 Installation of Replacement Equipment in Customer vehicles.

EXHIBIT C: SUMMARY OF PRICING

Extended Warranty Pricing for Replacement Equipment	Year 1	Year 2	Year 3	Year 4	Year 5
Ranger 4 - per unit, per year	\$125	\$138	\$150	\$175	\$200

Note: The provision of extended warranty support by TripSpark for Ranger 4 is subject to Customer exercising the option to purchase Year 1 through Year 5, by providing TripSpark with a Purchase Order, prior to the expiry of the ninety (90) days warranty for the Replacement Equipment. Upon the expiry of Year 5 extended warranty support, extended warranty support is subject to availability and TripSpark's then current pricing.

EXHIBIT D: STATEMENT OF WORK

The following information defines the services to be provided by TripSpark for City of Glendale.

Unless otherwise indicated, TripSpark will provide 'standard' services (project management, operational review, testing, installation, training, etc.) as defined by TripSpark. Any special requirements will be considered a change request and processed through the change request system.

In addition, it is assumed this Statement of Work ("SOW") will take advantage of existing TripSpark infrastructure, data sources and systems unless otherwise stated.

Overview

THIS IMPLEMENTATION INVOLVES THE FOLLOWING HIGH LEVEL TASKS:

1. Building and testing of Software
2. Report support for commissioning Ranger 4 on Customer's network

The key assumptions that TripSpark has employed while determining the level of effort involved with this implementation are presented below.

- *Customer must have a test environment at their facility that can be used for testing new versions of the Software. It is Customer's responsibility to ensure adequate user testing is completed before implementation of the Software in a live environment.*
- *Customer is responsible for installation of the Replacement Equipment in vehicles*
- *Customer will be responsible for all tasks not specifically noted as TripSpark responsibilities*

TripSpark Implementation Services

The specific implementation services below will be provided by TripSpark. All implementation services, materials and training will be provided in English, unless otherwise stated. Any services not explicitly defined below are not included in this SOW and will incur additional charges.

Travel expenses (if applicable) have been quoted based on a minimum of 2 weeks' notice for travel dates. Insufficient travel notice will result in additional travel expenses being incurred by Customer to cover the higher cost of last minute travel.

The TripSpark technical resource will:

- Review the parts on the equipment order to ensure compatibility
- Build and test the Software with the Customer's unique settings
- Provide up to four (4) hours of remote support as required

EXHIBIT E: MAINTENANCE FEES

Long Term Support Fees

Item	TripSpark Software	Maintenance Period Covered	Maintenance Fee
1.	TripSpark Mobile (Paratransit), XGate (Paratransit), XMobile Manager (XXM) (Paratransit), XGate Server License, XMobile Manager Server License, FASTNav (Paratransit) (up to twenty six (26) paratransit vehicles	July 1, 2016 to June 30, 2017	\$9,360.00

Note: The above identified Software maintenance fee applies to the period as identified above only and shall be due on or before the commencement of July 1 anniversary date and for all future annual renewals. For all future annual renewals, Software maintenance fee pricing shall be subject to TripSpark's then current pricing.

EXHIBIT F: RETURN MATERIALS AUTHORIZATION ("RMA")

RETURN MATERIAL AUTHORIZATION ("RMA") PROCESS

All items returned to TripSpark must have the following information presented prior to the issuing of a Return Material Authorization ("RMA") number. The reason for return (as specific as possible), the item(s) part number(s), serial number and Customer contact. For vehicle installed TripSpark Equipment or Replacement Equipment please provide the vehicle id, vehicle make/model and vehicle year.

RETURN MATERIAL AUTHORIZATION ("RMA") REQUEST

Customers who have TripSpark Equipment or Replacement Equipment needing repair, having received TripSpark approval for the repair shall follow the procedure outlined below:

Buyer (or authorized representative) has TripSpark Equipment or Replacement Equipment needing repair.

Buyer (or authorized representative) provides to TripSpark: Part Number, Serial Number, and Detailed Problem Description with Unit by logging onto www.MyTripSpark.com and selecting "Request an RMA" on the left side. You will need to enter the following information:

- a) Serial number
- b) corresponding problem description for each device being returned
- c) return shipping address
- d) billing address

A complete and accurate description of the condition or problem of the component or unit and the initial trouble shooting shall be done by the Customer (or authorized representative).

The Customer (or authorized representative) shall ship the unit and CRG (Customer Returned Goods) form to:

Trapeze Software Group, Inc. d.b.a. TripSpark Technologies
5265 Rockwell Dr NE
Cedar Rapids, IA 52402
Attention: RMA Department

For International shipments, please include a commercial invoice to prove place of origin for the repair.

Packing

- Customer (or authorized representative) places all TripSpark Equipment or Replacement Equipment (EXCEPT IVLU's) in a nonstatic bag along with a copy of RMA form. IVLU's shall be sent in an ESD static sensitive bag. TripSpark will provide non-static bags at Customer's request. Customer shall place a copy of the CRG Form, which shall be provided by TripSpark at the time of the RMA request, inside the box or taped to the outside of the bag of the unit being returned. Customer (or authorized representative) shall pack all returned units carefully, using packing peanuts and bubble wrap when necessary. All returns are Customer property and must be protected during shipping and through the entire return process.
- Use the values on the commercial invoice for entering the 'Value for Customs' on shipping forms (for International shipments)
- Do not enter a 'Total Declared Value for Carriage'. (For International shipments)
- Mark the RMA number on the top of the outside boxes.
- Attach one copy of the commercial invoice to each box (for international shipments)
- Attach the waybill.

Please note:

- TripSpark will provide proper packaging at a nominal fee if the units are not sent to us in original packaging or if the packaging is damaged.
- Customer is responsible for shipping to and from TripSpark on all non-warranty/non-maintenance repairs and per the agreement on warranty/maintenance repairs.
- If the quantity or serial numbers are not filled out correctly on the commercial invoice, customs may hold the shipment, or the shipment may be refused.

If you have any questions, please contact our Customer Care Department (cc@tripspark.com).



Legislation Description

File #: 16-286, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH H&E EQUIPMENT SERVICES, INC., FOR THE COOPERATIVE PURCHASE OF UP TO SIX FIRE PUMPER TRUCKS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a Linking Agreement with H&E Equipment, Inc., for the cooperative purchase of up to six E-One eMAX fire pumper trucks, in an amount not to exceed \$3,217,469.76 (maximum \$536,244.96 per fire pumper truck). Three fire pumper trucks would be procured in Fiscal Year 2016-17 and an additional three in Fiscal Year 2017-18, contingent upon Council Budget approval each year.

Background

Fire pumper trucks are specialized equipment used to increase pressure to convey water from a fire hydrant through a hose to combat a fire. The Glendale Fire Department currently operates nine fire pumper trucks in front line service to the city, with additional trucks for training and in reserve. Three of the trucks are 20-year old units with 301,045, 247,405, and 242,571 miles, respectively. These trucks are in need of replacement in Fiscal Year 2016-17 due to the high maintenance costs and service time.

H&E Equipment, Inc. was awarded a bid for Fire Service Apparatus by the Houston-Galveston Area Council of Governments (H-GAC). Staff is requesting to utilize the H-GAC government to government Cooperative Purchasing Program, of which Glendale is a member. Contract No. FS12-15 was awarded by H-GAC on December 1, 2015 and expires on November 30, 2017.

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.

Analysis

H&E Equipment, Inc. is the sole authorized representative of E-One in Arizona, Nevada, and Utah. Per the agreement between H-GAC and H&E Equipment, Inc., the purchase includes base units and incorporates optional equipment which may be added to the base unit. This allows governments to design a vehicle that meets their specific operational and safety needs.

The Linking Agreement with H&E Equipment, Inc. includes an extended three year warranty for the fire pumper trucks. The trucks also come with a lifetime frame warranty, ten-year structural warranty, ten-year stainless steel plumbing components warranty, ten-year limited paint and perforation warranty, three-year portable and engine driven pumps warranty, an all-out no fault lifetime warranty on the poly-tank, and a five-year Allison Transmission warranty. The warranties as offered will minimize the expense of maintaining the fire pumper trucks.

The Fire Department, Equipment Management, Finance, Materials Management, and the City Attorney's Office have reviewed and approved the procurement of fire pumper trucks.

Previous Related Council Action

On August 11, 2015, Council authorized an increase in expenditure of \$31,201.22 for additional costs associated with the purchase of two fire pumper trucks which was approved by Council on October 14, 2014.

On October 14, 2014, Council authorized entering into a Linking Agreement with H&E Equipment Services, Inc., Contract No. C-9281, for two fire pumper trucks, in an amount not to exceed \$996,144.00.

On June 10, 2014, Council authorized the cooperative purchase of one fire pumper truck from H&E Equipment, Inc., Contract No. FS12-13 JC04, in an amount not to exceed \$484,210.00.

Community Benefit/Public Involvement

The new fire pumper trucks will be a benefit to the community and the firefighters that use and depend on them by putting safer and more reliable trucks on the road. Changes in technology now offer improvements in not only safety, but also operational efficiencies that were not available on the old fire pumper trucks these units will be replacing. For example, changes in the available engine configuration may achieve a 50% increase in fuel efficiency, which is more cost effective for operations and the community.

The new fire pumper trucks will reduce out of service time due to vehicle repairs and increase availability of the engine crew for emergency response to the community. By keeping engine companies in service, in their first due response area, service call response times will be reduced.

Cooperative purchasing typically produces the lowest possible volume prices and allows for the most effective use of available funding. The bids are publicly advertised and all firms have an opportunity to participate.

Budget and Financial Impacts

Funding has been requested in the Fiscal Year 2016-17 Vehicle Replacement Fund for three pumper trucks in an amount not to exceed \$1,608,734.88. Expenditures with H&E Equipment, Inc. are not to exceed \$3,217,469.76, over the term of the Agreement, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$1,608,734.88	1120-13610-551450, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2016, between the City of Glendale, an Arizona municipal corporation (the "City"), and H&E Equipment Services, Inc., a Delaware corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On December 1, 2015, under the H-GAC Cooperative Purchasing Program, H-GAC entered into a contract with Contractor to purchase the goods and services described in the Fire Service Apparatus Contract, Contract No. FS12-15 ("Cooperative Purchasing Agreement"), which is attached hereto as Exhibit A. The Cooperative Purchasing Agreement permits its cooperative use by other governmental agencies including the City.
- 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 the 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 the Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement purchases can be made by governmental entities from the date of award, which was December 1, 2015, until the date the contract expires on November 30, 2017, 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 be extended beyond November 30, 2017. The initial period of this

Agreement, therefore, is the period from the Effective Date of this Agreement until November 30, 2017.

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 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 incorporated into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as provided in the Cooperative Purchasing Agreement, which is attached hereto as Exhibit C.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed three million two hundred seventeen thousand four hundred sixty-nine dollars and seventy six cents (\$3,217,469.76) for the entire term of the Agreement (initial term plus any renewals).

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. Insurance Certificate. A certificate of insurance applying to this Agreement must be provided to the City prior to the Effective Date.

7. E-verify. Contractor complies with A.R.S. § 23-214 and agrees to comply with the requirements of A.R.S. § 41-4401.

8. Notices. Any notices that must be provided under this Agreement shall be sent to the Parties' respective authorized representatives at the address listed below:

City of Glendale
c/o Montana Slack
6210 W. Myrtle Avenue, Suite #111
Glendale, Arizona 85301
623-930-2621

and

H&E Equipment Services, Inc.
c/o Mark Julien
4010 South 22nd Street
Phoenix, AZ 85040
480-862-6313

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

H&E Equipment Services, Inc.,
a Delaware corporation

By: _____

Kevin R. Phelps
City Manager

By: 

Name: Mark Julien
Title: Fire Apparatus Sales Representative

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

**EXHIBIT A
FIRE SERVICE APPARATUS CONTRACT NO. FS12-15**

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
H & E EQUIPMENT SERVICES, INC.
Baton Rouge, Louisiana

This Contract is made and entered into by the Houston-Galveston Area Council of Governments, hereinafter referred to as H-GAC, having its principal place of business at 3555 Timmons Lane, Suite 120, Houston, Texas 77027, AND, H & E Equipment Services, Inc., hereinafter referred to as the CONTRACTOR, having its principal place of business at 7500 Pecue Lane, Baton Rouge, Louisiana 70809.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2015, and to continue through November 30, 2017 (the "Contract"), subject to extension upon mutual agreement of the CONTRACTOR and H-GAC. H-GAC enters into the Contract as Agent for participating governmental agencies, each hereinafter referred to as END USER, for the purchase of Fire Service Apparatus (All Types) offered by the CONTRACTOR in states other than Texas. The CONTRACTOR agrees to sell Fire Service Apparatus (All Types) through the H-GAC Contract to END USERS in states other than Texas.

ARTICLE 2: THE COMPLETE AGREEMENT

The Contract shall consist of the documents identified below in order of precedence:

1. The text of this Contract form, including but not limited to, Attachment A
2. General Terms and Conditions
3. Bid Specifications No: FS12-15, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: FS12-15, including but not limited to, prices and options offered

All of which are either attached hereto or incorporated by reference and hereby made a part of this Contract, and shall constitute the complete agreement between the parties hereto. This Contract supersedes any and all oral or written agreements between the parties relating to matters herein. Except as otherwise provided herein, this Contract cannot be modified without the written consent of both parties.

ARTICLE 3: LEGAL AUTHORITY

CONTRACTOR and H-GAC warrant and represent to each other that they have adequate legal counsel and authority to enter into this Contract. The governing bodies, where applicable, have authorized the signatory officials to enter into this Contract and bind the parties to the terms of this Contract and any subsequent amendments thereto.

ARTICLE 4: APPLICABLE LAWS

The parties agree to conduct all activities under this Contract in accordance with all applicable rules, regulations, directives, issuances, ordinances, and laws in effect or promulgated during the term of this Contract.

ARTICLE 5: INDEPENDENT CONTRACTOR

The execution of this Contract and the rendering of services prescribed by this Contract do not change the independent status of H-GAC or CONTRACTOR. No provision of this Contract or act of H-GAC in performance of this Contract shall be construed as making CONTRACTOR the agent, servant or employee of H-GAC, the State of Texas or the United States Government. Employees of CONTRACTOR are subject to the exclusive control and supervision of CONTRACTOR. CONTRACTOR is solely responsible for employee payrolls and claims arising therefrom.

ARTICLE 6: END USER AGREEMENTS

H-GAC acknowledges that the END USER may choose to enter into an End User Agreement with the CONTRACTOR through this Contract and that the term of said Agreement may exceed the term of the H-GAC Contract. However this acknowledgement is not to be construed as H-GAC's endorsement or approval of the End User Agreement terms and conditions. CONTRACTOR agrees not to offer to, agree to or accept from END USER any terms or conditions that conflict with or contravene those in CONTRACTOR's H-GAC contract. Further, termination of this Contract for any reason shall not result in the termination of the underlying End User Agreements entered into between CONTRACTOR and any END USER which shall, in each instance, continue pursuant to their stated terms and duration. The only effect of termination of this Contract is that CONTRACTOR will no longer be able to enter into any new End User Agreements with END USERS pursuant to this Contract. Applicable H-GAC order processing charges will be due and payable to H-GAC on any End User Agreements surviving termination of this Contract between H-GAC and CONTRACTOR.

ARTICLE 7:**SUBCONTRACTS & ASSIGNMENTS**

CONTRACTOR agrees not to subcontract, assign, transfer, convey, sublet or otherwise dispose of this Contract or any right, title, obligation or interest it may have therein to any third party without prior written notice to **H-GAC**. **H-GAC** reserves the right to accept or reject any such change. **CONTRACTOR** shall continue to remain responsible for all performance under this Contract regardless of any subcontract or assignment. **H-GAC** shall be liable solely to **CONTRACTOR** and not to any of its Subcontractors or Assignees.

ARTICLE 8:**EXAMINATION AND RETENTION OF CONTRACTOR'S RECORDS**

CONTRACTOR shall maintain during the course of its work, complete and accurate records of items that are chargeable to **END USER** under this Contract. **H-GAC**, through its staff or its designated public accounting firm, the State of Texas, or the United States Government shall have the right at any reasonable time to inspect copy and audit those records on or off the premises of **CONTRACTOR**. Failure to provide access to records may be cause for termination of this Contract. **CONTRACTOR** shall maintain all records pertinent to this Contract for a period of not less than five (5) calendar years from the date of acceptance of the final contract closeout and until any outstanding litigation, audit or claim has been resolved. The right of access to records is not limited to the required retention period, but shall last as long as the records are retained. **CONTRACTOR** further agrees to include in all subcontracts under this Contract, a provision to the effect that the subcontractor agrees that **H-GAC'S** duly authorized representatives, shall, until the expiration of five (5) calendar years after final payment under the subcontract or until all audit findings have been resolved, have access to, and the right to examine and copy any directly pertinent books, documents, papers, invoices and records of such subcontractor involving any transaction relating to the subcontract.

ARTICLE 9:**REPORTING REQUIREMENTS**

CONTRACTOR agrees to submit reports or other documentation in accordance with the General Terms and Conditions of the Bid Specifications. If **CONTRACTOR** fails to submit to **H-GAC** in a timely and satisfactory manner any such report or documentation, or otherwise fails to satisfactorily render performance hereunder, such failure may be considered cause for termination of this Contract.

ARTICLE 10:**MOST FAVORED CUSTOMER CLAUSE**

If **CONTRACTOR**, at any time during this Contract, routinely enters into agreements with other governmental customers within the State of Texas, and offers the same or substantially the same products/services offered to **H-GAC** on a basis that provides prices, warranties, benefits, and or terms more favorable than those provided to **H-GAC**, **CONTRACTOR** shall notify **H-GAC** within ten (10) business days thereafter of that offering and this Contract shall be deemed to be automatically amended effective retroactively to the effective date of the most favorable contract, wherein **CONTRACTOR** shall provide the same prices, warranties, benefits, or terms to **H-GAC** and its **END USER**. **H-GAC** shall have the right and option at any time to decline to accept any such change, in which case the amendment shall be deemed null and void. If **CONTRACTOR** is of the opinion that any apparently more favorable price, warranty, benefit, or term charged and/or offered a customer during the term of this Contract is not in fact most favored treatment, **CONTRACTOR** shall within ten (10) business days notify **H-GAC** in writing, setting forth the detailed reasons **CONTRACTOR** believes aforesaid offer which has been deemed to be a most favored treatment, is not in fact most favored treatment. **H-GAC**, after due consideration of such written explanation, may decline to accept such explanation and thereupon this Contract between **H-GAC** and **CONTRACTOR** shall be automatically amended, effective retroactively, to the effective date of the most favored agreement, to provide the same prices, warranties, benefits, or terms to **H-GAC**.

The Parties accept the following definition of routine: A prescribed, detailed course of action to be followed regularly; a standard procedure. *EXCEPTION: This clause shall not be applicable to prices and price adjustments offered by a bidder, or contractor, which are not within bidder's control [example; a manufacturer's bid concession], or to any prices offered to the Federal Government and its agencies.*

ARTICLE 11:**SEVERABILITY**

All parties agree that should any provision of this Contract be determined to be invalid or unenforceable, such determination shall not affect any other term of this Contract, which shall continue in full force and effect.

ARTICLE 12:**DISPUTES**

Any and all disputes concerning questions of fact or of law arising under this Contract, which are not disposed of by agreement, shall be decided by the Executive Director of **H-GAC** or his designee, who shall reduce his decision to writing and provide notice thereof to **CONTRACTOR**. The decision of the Executive Director or his designee shall be final and conclusive unless, within thirty (30) days from the date of receipt of such notice, **CONTRACTOR** requests a rehearing from the Executive Director of **H-GAC**. In connection with any rehearing under this Article, **CONTRACTOR** shall be afforded an opportunity to be heard and offer evidence in support of its position. The decision of the Executive Director after any such rehearing shall be final and conclusive. **CONTRACTOR** may, if it elects to do so, appeal the final and conclusive decision of the Executive Director to a court of competent jurisdiction. Pending final decision of a dispute hereunder, **CONTRACTOR** shall proceed diligently with the performance of this Contract and in accordance with **H-GAC'S** final decision.

ARTICLE 13:**LIMITATION OF CONTRACTOR'S LIABILITY**

Except as specified in any separate writing between the CONTRACTOR and an END USER, CONTRACTOR's total liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, but excluding its obligation to indemnify H-GAC described in Article 14, is limited to the price of the particular products/services sold hereunder, and CONTRACTOR agrees either to refund the purchase price or to repair or replace product(s) that are not as warranted. In no event will CONTRACTOR be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. CONTRACTOR understands and agrees that it shall be liable to repay and shall repay upon demand to END USER any amounts determined by H-GAC, its independent auditors, or any agency of State or Federal government to have been paid in violation of the terms of this Contract.

ARTICLE 14:**LIMIT OF H-GAC'S LIABILITY AND INDEMNIFICATION OF H-GAC**

H-GAC's liability under this Contract, whether for breach of contract, warranty, negligence, strict liability, in tort or otherwise, is limited to its order processing charge. In no event will H-GAC be liable for any loss of use, loss of time, inconvenience, commercial loss, lost profits or savings or other incidental, special or consequential damages to the full extent such use may be disclaimed by law. Contractor agrees, to the extent permitted by law, to defend and hold harmless H-GAC, its board members, officers, agents, officials, employees, and indemnities from any and all claims, costs, expenses (including reasonable attorney fees), actions, causes of action, judgments, and liens arising as a result of CONTRACTOR's negligent act or omission under this Contract. CONTRACTOR shall notify H-GAC of the threat of lawsuit or of any actual suit filed against CONTRACTOR relating to this Contract.

ARTICLE 15:**TERMINATION FOR CAUSE**

H-GAC may terminate this Contract for cause based upon the failure of CONTRACTOR to comply with the terms and/or conditions of the Contract; provided that H-GAC shall give CONTRACTOR written notice specifying CONTRACTOR'S failure. If within thirty (30) days after receipt of such notice, CONTRACTOR shall not have either corrected such failure, or thereafter proceeded diligently to complete such correction, then H-GAC may, at its option, place CONTRACTOR in default and the Contract shall terminate on the date specified in such notice. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation was received by CONTRACTOR.

ARTICLE 16:**TERMINATION FOR CONVENIENCE**

Either H-GAC or CONTRACTOR may cancel or terminate this Contract at any time by giving thirty (30) days written notice to the other. CONTRACTOR may be entitled to payment from END USER for services actually performed; to the extent said services are satisfactory to END USER. CONTRACTOR shall pay to H-GAC any order processing charges due from CONTRACTOR on that portion of the Contract actually performed by CONTRACTOR and for which compensation is received by CONTRACTOR.

ARTICLE 17:**CIVIL AND CRIMINAL PROVISIONS AND SANCTIONS**

CONTRACTOR agrees that it will perform under this Contract in conformance with safeguards against fraud and abuse as set forth by H-GAC, the State of Texas, and the acts and regulations of any funding entity. CONTRACTOR agrees to notify H-GAC of any suspected fraud, abuse or other criminal activity related to this Contract through filing of a written report promptly after it becomes aware of such activity.

ARTICLE 18:**GOVERNING LAW & VENUE**

This Contract shall be governed by the laws of the State of Texas. Venue and jurisdiction of any suit or cause of action arising under or in connection with this Contract shall lie exclusively in Harris County, Texas. Disputes between END USER and CONTRACTOR are to be resolved in accord with the law and venue rules of the state of purchase. CONTRACTOR shall immediately notify H-GAC of such disputes.

ARTICLE 19:**PAYMENT OF H-GAC ORDER PROCESSING CHARGE**

CONTRACTOR agrees to sell its products to END USERS based on the pricing and other terms of this Contract, including, but not limited to, the payment of the applicable H-GAC order processing charge. On notification from an END USER that an order has been placed with CONTRACTOR, H-GAC will invoice CONTRACTOR for the applicable order processing charge. Upon delivery of any product/service by CONTRACTOR and acceptance by END USER, CONTRACTOR shall, within thirty (30) calendar days or ten (10) business days after receipt of payment, whichever is less, pay H-GAC the full amount of the applicable order processing charge, whether or not CONTRACTOR has received an invoice from H-GAC. For sales made by CONTRACTOR based on this contract, including sales to entities without Interlocal Contracts, CONTRACTOR shall pay the applicable order processing charges to H-GAC. Further, CONTRACTOR agrees to encourage entities who are not members of H-GAC's Cooperative Purchasing Program to execute an H-GAC Interlocal Contract. H-GAC reserves the right to take appropriate actions including, but not limited to, contract termination if CONTRACTOR fails to promptly remit H-GAC's order processing charge. In no event shall H-GAC have any liability to CONTRACTOR for any goods or services an END USER procures from CONTRACTOR.

ARTICLE 20:

LIQUIDATED DAMAGES

Any liquidated damages terms will be determined between CONTRACTOR and END USER at the time END USER's purchase order is placed.

ARTICLE 21:

PERFORMANCE AND PAYMENT BOND FOR INDIVIDUAL ORDERS

H-GAC's contractual requirements DO NOT include a Performance & Payment Bond (PPB), and offered pricing should reflect this cost saving. However, CONTRACTOR must be prepared to offer a PPB to cover any specific order if so requested by END USER. CONTRACTOR shall quote a price to END USER for provision of any requested PPB, and agrees to furnish the PPB within ten business (10) days of receipt of END USER's purchase order.

ARTICLE 22:

CHANGE OF CONTRACTOR STATUS

CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether or not such change is acceptable, and to determine what action shall be warranted, up to and including cancellation of Contract.

ARTICLE 23:

LICENSING REQUIRED BY TEXAS MOTOR VEHICLE BOARD [IF APPLICABLE]

CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract unless the Motor Vehicle Board issues a stay or waiver. Contractor shall promptly provide copies of all current applicable Texas Motor Vehicle Board documentation to H-GAC upon request.

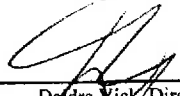
IN WITNESS WHEREOF, the parties have caused this Contract to be executed by their duly authorized representatives.

Signed for Houston-Galveston
Area Council, Houston, Texas:



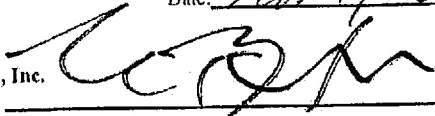
Jack Steele, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:



Doree Vick, Director of Public Services
Date: 2014, 2015

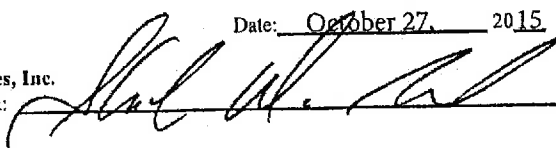
Signed for H & E Equipment Services, Inc.
Baton Rouge, Louisiana:



Printed Name & Title: Wesley P Hebert, Contract Administrator

Date: October 27, 2015

Attest for H & E Equipment Services, Inc.
Baton Rouge, Louisiana:



Printed Name & Title: Shondra Broussard, Legal Admin

Date: October 27, 2015

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

EXHIBIT B
Scope of Work

PROJECT

The Fleet Management Division of the Public Works Department will purchase six (6) new E-One E-Max Fire Pumper (Typhoon) trucks for the Fire Department.



STATEMENT OF WARRANTY 1 YEAR STANDARD



E-ONE (the "Company") warrants each new item of fire and rescue apparatus manufactured by it against defects in material and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended only to the original user-purchaser for a period of one year from the date of delivery to the original user-purchaser.

E-ONE'S obligation under this warranty is strictly limited to replacing or repairing, as the Company may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

The E-ONE warranty shall not apply to:

1. Major components or trade accessories such as purchased chassis, engines, transmissions, tires, pumps, signaling devices, or batteries that have a separate warranty by the original manufacturer or to ancillary equipment used in fire fighting.
2. Normal adjustments and maintenance services.
3. Replacement of consumable parts including, but not limited to; filters, lubricants, belts, light bulbs, wiper blades, brake linings and brake pads.
4. Failure resulting from the apparatus being operated in a manner or for a purpose not recommended by E-ONE.
5. Any apparatus, which shall have been repaired, modified or altered in any way so as, in the Company's sole judgment, to have adversely affected the unit's stability or reliability.
6. Items subjected to misuse, negligence, accident or improper maintenance.
7. Loss of time or use of the vehicle, inconvenience or other incidental expenses.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in this vehicle.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the vehicle has the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the vehicle.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

Whenever a performance bond is required under a contract or purchase order, coverage under the performance bond shall only extend for one year from the delivery date of the equipment. This limitation under the performance bond shall not affect any extended warranties offered by E-One or any OEM's.

W.S. Darley & Co.

Pump Standard Limited Warranty

W.S. Darley & Co. herein referred to as "Darley", warrants all truck mounted spoolshaft midship and PTO Darley Pumps and accessories of its manufacturer to be free from defects in material and workmanship, under normal use and service, for a period of six years from the date placed into service. 6 1/2 years from date of manufacture or 6300 hours of usage (unless otherwise specified), whichever comes first. Portable and single driven pumps shall carry a three year warranty. Under this warranty, Darley will cover labor charges for a period of three years from the date the pump is placed into service. This warranty applies to any pump shipped after July 1, 2007.

This limited warranty is effective only if the equipment or apparatus is used as directed, is not subjected to misuse, negligence or accident, and is not altered, treated or repaired by someone other than Darley or its designee. Items not manufactured by Darley shall bear only the limited warranties offered by their respective manufacturers. Transportation charges on products submitted for repair or replacement must be borne by purchaser.

Darley does offer extended warranties available for an additional charge. These warranties must be ordered at the time the pump order is placed. Warranties up to 20 years are available. (See Darley Premium Protection Plan)

The exclusive remedy for breach of this warranty shall be to give Darley written notice thereof and to request a Returned Goods Authorization. Upon receipt of the Returned Goods Authorization, the buyer will return the non-conforming material to Darley F.O.B. its plant within thirty days after the buyer has received the Returned Goods Authorization.

Darley's examination of the returned parts shall disclose to its satisfaction if the product is defective and an adjustment, repair, or replacement is required. Thereupon Darley, at its own election, shall repair or replace the same or repay the price thereof. The amount of such adjustment shall not exceed the original net sales price of the defective product only. No proximate, incidental, consequential or other damages shall be recoverable.

Following the examination of the defective product or material Darley shall be provided with estimates of repair. If during the 3 year labor coverage period, and will provide approval for the estimated amount or shall determine the amount of reimbursement to be provided by Darley. Darley shall not be liable for freight, travel expenses, or consequential damages incurred during or associated with the repair.

Darley shall not be liable for consequential damages or contingent liabilities including, but not limited to, loss of life, personal injury, loss of crops, loss due to fire or water property damage, and consequential trade or other commercial loss arising out of the failure of manufacturer's product.

DARLEY MAKES NO WARRANTIES OF FREEDOM FROM PATENT INFRINGEMENT, OF MERCHANTABILITY, OF FITNESS FOR A PARTICULAR PURPOSE OR ARISING FROM A COURSE OF DEALING OR USAGE OF TRADE OR OTHER LIKE OR DIFFERENT EXPRESS OR IMPLIED WARRANTIES EXCEPT AS MADE ABOVE.

7-1-2010



**STATEMENT OF WARRANTY
STAINLESS STEEL PLUMBING COMPONENTS
10 YEAR WARRANTY POLICY**



E-ONE (the "Company") warrants all E-ONE manufactured stainless steel plumbing components used in the construction of E-ONE fire apparatus water/foam plumbing systems against defects and workmanship provided the apparatus is used in a normal and reasonable manner. This warranty is extended to the original user-purchaser for a period of ten years from the date of delivery to the original user-purchaser, whichever occurs first.

The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location are the responsibility of the user-purchaser.

E-ONE will repair, or replace the specific E-ONE manufactured stainless steel plumbing component, at our option, with a new E-ONE manufactured stainless steel plumbing component. E-ONE will cover all customary and reasonable costs to remove and install the E-ONE manufactured stainless steel plumbing component. This warranty will not cover components that have been misused or abused, or due to accident or natural disaster. E-ONE will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

Nothing contained in this warranty shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the E-ONE manufactured stainless steel plumbing components.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION, ANY IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

To the extent permitted by law, this warranty is also in lieu of all other obligations or liabilities on the part of E-ONE or the Seller, including liability for incidental and consequential damages.

E-ONE makes no representation that the E-ONE manufactured stainless steel plumbing components have the capacity to perform any functions other than as contained in the Company's written literature, catalogs or specifications accompanying delivery of the apparatus.

No person or affiliated Company representative is authorized to give any other warranties or to assume any other liability on behalf of E-ONE in connection with sale, service or repair of any apparatus manufactured by the Company.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/7/05

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.



STATEMENT OF WARRANTY 10 YEAR/100,000 MILE STRUCTURAL WARRANTY



The STATEMENT OF WARRANTY ensures the original user-purchaser that any E-ONE manufactured cab and/or body is, and will remain free of structural defects, provided they are used in a normal and reasonable manner. The cab and body are defined as modular structures, fabricated with aluminum extrusion and plate. Excluded is all hardware, mechanical items, electrical items or paint finishes. Structural componentry is defined as the body/cab supports and mountings as identified in E-ONE's specifications.

The STATEMENT OF WARRANTY is strictly limited to the repairing or replacing, as E-ONE (the "Company") may elect, any part or parts of such apparatus which the Company's examination discloses to be defective in material or workmanship.

The STATEMENT OF WARRANTY shall extend for a period of 10 years/100,000 miles from the delivery date to the original user-purchaser. The Company reserves the right to require any such repairs to be made either at a Company owned service facility or another approved service facility at the Company's option. Transportation cost to and from the servicing location is the responsibility of the user-purchaser.

The STATEMENT OF WARRANTY shall not cover the following:

1. Damage caused by fire, misuse, negligence, or accident.
2. Damage caused by theft, vandalism, riot or explosion.
3. Damage caused by lightning, earthquake, windstorm, hail, water or flood.
4. Any body and/or cab, which shall have been repaired, modified or altered without the Company's authorization.
5. Damage caused from exposure to road de-icing compounds or use in an acidic environment.
6. Damage from lack of maintenance or cleaning.
7. Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential loss that may result from a failure.

Nothing contained in the STATEMENT OF WARRANTY shall make E-ONE liable beyond the express limitations hereof, for loss, injury or damage of any kind to any person or entity resulting from any defect or failure in the cab and/or body.

E-ONE reserves the right to make design changes or improvements in its products without imposing any obligation upon itself to change or improve previously manufactured products.

REV C
2/27/06

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.

NEW PRODUCT WARRANTY


**PARTICIPATING OEM SALES
DISTRIBUTOR SALES**
**LIMITED WARRANTY ON NEW ALLISON AUTOMATIC TRANSMISSIONS
USED IN EMERGENCY VEHICLE APPLICATIONS**

Allison Transmission, Inc. will provide for repairs or replacement, at its option, during the warranty period of each new Allison transmission listed below that is installed in an Emergency Vehicle in accordance with the following terms, conditions, and limitations.

WHAT IS COVERED

- **WARRANTY APPLIES** — This warranty is for new Allison transmission models listed below installed in an Emergency Vehicle and is provided to the original and any subsequent owner(s) of the vehicle during the warranty period.
- **REPAIRS COVERED** — The warranty covers repairs or replacement, at Allison Transmission's option, to correct any transmission malfunction resulting from defects in material or workmanship occurring during the warranty period. Needed repairs or replacements will be performed using the method Allison Transmission determines most appropriate under the circumstances.
- **TOWING** — Towing is covered to the nearest Allison Transmission Distributor or authorized Dealer only when necessary to prevent further damage to your transmission.
- **PAYMENT TERMS** — Warranty repairs, including parts and labor, will be covered per the schedule shown in the chart contained in section "APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE."
- **OBTAINING REPAIRS** — To obtain warranty repairs, take the vehicle to any Allison Transmission Distributor or authorized Dealer within a reasonable amount of time and request the needed repairs. A reasonable amount of time must be allowed for the Distributor or Dealer to perform necessary repairs.
- **TRANSMISSION REMOVAL AND REINSTALLATION** — Labor costs for the removal and re-installation of the transmission, when necessary to make a warranty repair, are covered by this warranty.
- **WARRANTY PERIOD** — The warranty period for all coverages shall begin on the date the transmission is delivered to the first retail purchaser, with the following exception:

Demonstration Service - A transmission in a new truck or bus may be demonstrated to a total of 5000 miles (8000 kilometers). If the vehicle is within this limit when sold to a retail purchaser, the warranty start date is the date of purchase. Normal warranty services are applicable to the demonstrating Dealer. Should the truck or bus be sold to a retail purchaser after these limits are reached, the warranty period will begin on the date the vehicle was first placed in demonstration service and the purchaser will be entitled to the remaining warranty.

APPLICABLE MODELS, WARRANTY LIMITATIONS, AND ADJUSTMENT SCHEDULE

APPLICABLE MODELS	WARRANTY LIMITATIONS (Whichever occurs first)		ADJUSTMENT CHARGE TO BE PAID BY THE CUSTOMER	
	Months	Transmission Miles Or Kilometers	Parts	Labor
MD 3000, 3200, 3500, 3700	0-24	No Limit	No Charge	No Charge
1000 Series, 2000 Series, 2400 Series	0-36	No Limit	No Charge	No Charge
HD 1000 EVS, 2100 EVS, 2200 EVS 2350 EVS, 2500 EVS, 2550 EVS, 3000 EVS, 3500 EVS, 4000, 4000 EVS, 4500, 4500 EVS, 4700, 4700 EVS, 4800, 4800 EVS	0-60	No Limit	No Charge	No Charge

WHAT IS NOT COVERED

- **DAMAGE DUE TO ACCIDENT, MISUSE, or ALTERATION** — Defects and damage caused as the result of any of the following are not covered:
 - Flood, collision, fire, theft, freezing, vandalism, riot, explosion, or objects striking the vehicle;
 - Misuse of the vehicle;
 - Installation into unapproved applications and installations;
 - Alterations or modification of the transmission or the vehicle, and
 - Damage resulting from improper storage (refer to long-term storage procedure outlined in the applicable Allison Service Manual)
 - Anything other than defects in Allison Transmission material or workmanship

NOTE: This warranty is void on transmissions used in vehicles currently or previously titled as salvaged, scrapped, junked, or totaled.

- **CHASSIS, BODY, and COMPONENTS** — The chassis and body company (assemblers) and other component and equipment manufacturers are solely responsible for warranties on the chassis, body, component(s), and equipment they provide. Any transmission repair caused by an alteration(s) made to the Allison transmission or the vehicle which allows the transmission to be installed or operated outside of the limits defined in the appropriate Allison Installation Guideline is solely the responsibility of the entity making the alteration(s).
- **DAMAGE CAUSED by LACK of MAINTENANCE or by the USE of TRANSMISSION FLUIDS NOT RECOMMENDED in the OPERATOR'S MANUAL** — Defects and damage caused by any of the following are not covered:
 - Failure to follow the recommendations of the maintenance schedule intervals applicable to the transmission;
 - Failure to use transmission fluids or maintain transmission fluid levels recommended in the Operator's Manual.
- **MAINTENANCE** — Normal maintenance (such as replacement of filters, screens, and transmission fluid) is not covered and is the owner's responsibility.
- **REPAIRS by UNAUTHORIZED DEALERS** — Defects and damage caused by a service outlet that is not an authorized Allison Transmission Distributor or Dealer are not covered.
- **USE of OTHER THAN GENUINE ALLISON TRANSMISSION PARTS** — Defects and damage caused by the use of parts that are not genuine Allison Transmission parts are not covered.
- **EXTRA EXPENSES** — Economic loss and extra expenses are not covered. Examples include but are not limited to: loss of vehicle use; inconvenience; storage; payment for loss of time or pay; vehicle rental expense; lodging; meals; or other travel costs.
- **"DENIED PARTY" OWNERSHIP** — Warranty repair parts and labor costs are not reimbursed to any participating or non-participating OEMs, dealers or distributors who perform warranty work for, or on behalf of, end users identified by the United States as being a "denied party" or who are citizens of sanctioned or embargoed countries as defined by the U.S. Department of Treasury Office of Foreign Assets Control. Furthermore, warranty reimbursements are not guaranteed if the reimbursement would be contrary to any United States export control laws or regulations as defined by the U.S. Department of Commerce, the U.S. Department of State, or the U.S. Department of Treasury.

OTHER TERMS APPLICABLE TO CONSUMERS AS DEFINED by the MAGNUSON-MOSS WARRANTY ACT

This warranty gives you specific legal rights and you may also have other rights which vary from state to state.

Allison Transmission does not authorize any person to create for it any other obligation or liability in connection with these transmissions.

ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE APPLICABLE TO THESE TRANSMISSIONS IS LIMITED IN DURATION TO THE DURATION OF THIS WRITTEN WARRANTY. PERFORMANCE OF REPAIRS AND NEEDED ADJUSTMENTS IS THE EXCLUSIVE REMEDY UNDER THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES (SUCH AS, BUT NOT LIMITED TO, LOST WAGES OR VEHICLE RENTAL EXPENSES) RESULTING FROM BREACH OF THIS WRITTEN WARRANTY OR ANY IMPLIED WARRANTY.**

** Some states do not allow limitations on how long an implied warranty will last or the exclusion or limitation of incidental or consequential damages, so the above limitations or exclusions may not apply to you.

OTHER TERMS APPLICABLE TO OTHER END-USERS

THIS WARRANTY IS THE ONLY WARRANTY APPLICABLE TO THE ALLISON TRANSMISSION MODELS LISTED ABOVE AND IS EXPRESSLY IN LIEU OF ANY OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. ALLISON TRANSMISSION DOES NOT AUTHORIZE ANY PERSON TO CREATE FOR IT ANY OTHER OBLIGATION OR LIABILITY IN CONNECTION WITH SUCH TRANSMISSIONS. ALLISON TRANSMISSION SHALL NOT BE LIABLE FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES RESULTING FROM BREACH OF THIS WARRANTY OR ANY IMPLIED WARRANTY.

QUESTIONS

If you have any questions regarding this warranty or the performance of warranty obligations, you may contact any Allison Transmission Distributor or Dealer or write to:

Allison Transmission, Inc.
P.O. Box 894
Indianapolis, IN 46206-0894
Attention: Warranty Administration PF-9



STATEMENT OF WARRANTY

TEN YEAR LIMITED PAINT AND PERFORATION



E-ONE, warrants each new fire and rescue apparatus during the warranty period, when used in normal and reasonable manner. All apparatus shall be warranted against peeling, cracking, blistering and corrosion. This warranty shall provide for repair or replacement at E-One's option, any claim in accordance with the following terms and conditions.

WHAT IS COVERED

- **WARRANTY APPLIES** - This warranty is for all new fire and rescue apparatus manufactured by E-ONE and is extended only to the original user-purchaser. The warranty registration must be received by E-ONE within 30 days of the in-service for the warranty to apply.
- **REPAIRS COVERED** -The warranty covers repair or replacement at E-ONE'S option. Repairs shall be made at an E-ONE owned service facility or another approved service facility at E-ONE's option.
- **OBTAINING REPAIRS** -The original user-purchaser must notify E-ONE in writing within 30 days after any claimed defect has appeared. Transportation costs to and from the servicing center shall be the responsibility of the user-purchaser.
- **WARRANTY PERIOD** -The warranty period shall begin upon delivery of the apparatus to the original user-purchaser. Corrosion perforation shall be covered for **TEN YEARS**. Corrosion perforation is defined as **complete penetration** through the exterior metal of the apparatus. The following percentages apply:

Topcoat & Appearance: Gloss, Color Retention, Cracking		Coating System, Adhesion & Corrosion: Includes Dissimilar metal corrosion, Flaking, Blistering, Bubbling	
0 to 72 months	100%	0 to 36 months	100%
73 to 120 months	50%	37 to 84 months	50%
		85 to 120 months	25%

NOTES:

- Under carriage, cab and body interiors are covered under our standard one year warranty.
- Demonstration vehicles sold to an end user will have the full warranty, if sold within one year of demonstration service, and will be prorated if sold after the first year

WHAT IS NOT COVERED

- Any cab not manufactured by E-ONE.
- Damage caused by fire, misuse, negligence or accident.
- Damage caused by theft, vandalism, riot or explosion.
- Damage caused by lightning, earthquake, windstorm, hail, flood or use in an acidic environment.
- Any repairs, modifications, alterations or after market parts added after manufacture without the authorization of E-ONE.
- Damage from lack of, or poor maintenance and cleaning.
- Gold leaf or striping except that which is affected by repair. (Gold leaf or striping must have been installed during manufacturing to be covered under this limited warranty).
- Loss of time, loss of use of the product, inconvenience, lodging, food or other consequential or incidental loss that may result from a failure.
- UV paint fade (UV paint fade is covered by a separate Sikkens Warranty. Refer to Sikkens Warranty for complete details).

REV B
4-16-09

NOTE: Surety bond, if required, applies only to E-ONE's Basic One Year Limited Warranty, and not to this or any other extended warranty made by E-ONE or any of E-ONE's suppliers.

UPF POLY-TANK® IIE

THE ALL-OUT™ NO FAULT LIFETIME WARRANTY

UNITED PLASTIC FABRICATING, INC. warrants each UPF POLY-TANK® IIE Booster/Foam tank to be free from manufacturing defects in material and workmanship for the service life of the original vehicle (vehicle must be actively used in fire suppression). The warranty is transferable within the United States, and Canada by notifying UPF within thirty (30) days of the vehicle transfer date. Every UPF POLY-TANK® IIE is thoroughly inspected and tested for leaks before leaving our facility and must be installed in accordance with the United Plastic Fabricating Installation Guidelines. Should any problems develop with your UPF POLY-TANK® IIE Booster/Foam tank, please notify UPF in writing or call our TOLL FREE SERVICE HOT LINE at 1-800-USA-POLY and provide UPF with the serial number and a description of the problem. If UPF determines that the tank problem has rendered the truck out of service, UPF will dispatch a service technician WITHIN 48 HOURS (2 DAYS) to repair the tank (This time period is for the United States and Canada Only). If it is determined that the vehicle can remain in service, UPF will dispatch a service technician within a mutually agreed upon time period. Should the vehicle be located outside of the United States and Canada, UPF will assume costs for labor and material for the repair and for any travel costs to the U.S. port of embarkation. Costs for airline or other means of travel outside of the U.S. and Canada will not be the responsibility of United Plastic Fabricating, Inc.

UPF will repair or, at its option, replace the tank with a new UPF POLY-TANK® IIE. UPF will cover customary and reasonable costs to remove and install the UPF POLY-TANK® IIE. This warranty will not cover tanks that have been improperly installed, misused or abused, and the serial number must not have been altered, defaced or removed. UPF will not cover any unauthorized third party repairs or alterations. Any of these actions may void the warranty.

THERE ARE NO WARRANTIES, EXPRESSED OR IMPLIED, WHICH EXTEND BEYOND THE DESCRIPTION OF THE FACE HEREOF. THERE IS NO EXPRESS OR IMPLIED WARRANTY OF MERCHANTABILITY OR A WARRANTY OF FITNESS FOR A PARTICULAR PURPOSE. ADDITIONALLY, THIS WARRANTY IS IN LIEU OF ALL OTHER OBLIGATIONS OR LIABILITIES ON THE PART OF UNITED PLASTIC FABRICATING, INC.

This warranty contains the entire warranty. It is the sole warranty and price agreements or representation, whether oral or written, are either merged herein or expressly canceled. UNITED PLASTIC FABRICATING, INC. neither assumes, nor authorizes any person supposing to act on its behalf to change, nor assume for it, any warranty or liability concerning its product.

IN NO EVENT WILL UNITED PLASTIC FABRICATING, INC. BE LIABLE FOR AN AMOUNT IN EXCESS OF THE CURRENTLY PUBLISHED RETAIL PRICE PLUS INSTALLATION AND REMOVAL COST OF THE BOOSTER TANK, FOR ANY LOSS OR DAMAGE, WHETHER DIRECT OR INDIRECT, INCIDENTAL, CONSEQUENTIAL, OR OTHERWISE ARISING OUT OF FAILURE OF ITS PRODUCT.

This warranty gives you specific legal rights, and you may also have other rights which vary from state to state. Some states do not allow exclusion or limitation of incidental or consequential damage, so the above limitation or exclusion may not apply to you. Since some states do not allow limitations on the length of an implied warranty, the above limitation may not apply to you.



FILL IN THE INFORMATION CONTAINED ON YOUR WARRANTY CARD IN THE FORM TO THE RIGHT. PLEASE KEEP THIS INFORMATION IN A SAFE PLACE FOR REFERENCE. IF SERVICE SHOULD EVER BE NEEDED, CALL 1-800-USA-POLY.

POLY-TANK®, POLY-TANK® II & POLY-TANK® IIE are all registered trademarks of United Plastic Fabricating, Inc.
ALL-OUT™ and PT2E™ are trademarks of U.P.F., Inc.
AccTuf™ is a trademark of Amoco Polymers, Inc., exclusive to U.P.F.
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Transfer of Ownership Form

Serial Number: _____

Original Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

Complete and fax or mail to UPF to transfer warranty

Date of transfer: _____

New Owner: _____

Address: _____

City/Town: _____ State: _____ Zip: _____

**** All transfers subject to approval by UPF. ****

**The Industry Standard in
Booster Tank Technology**

UPF's Poly-Tank® IIE

**With Amoco's
AccTuf™ Resin**

**For Service Call:
1-800-USA-POLY**

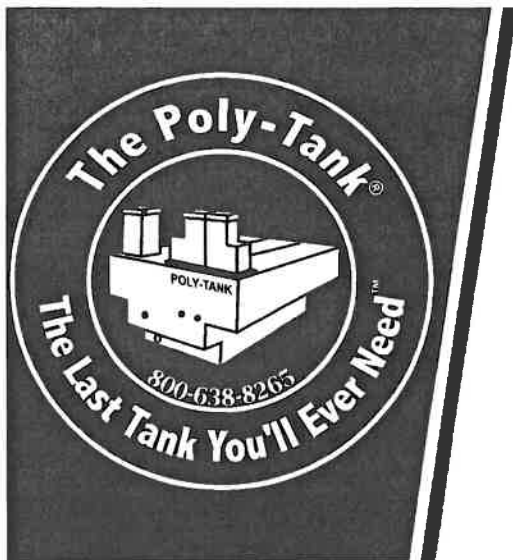
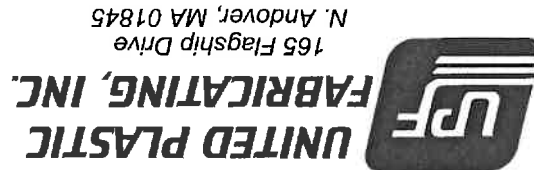
- **Booster/Foam Tanks**
- **Slide-In Units**
- **Foam Trailers**
- **Wet-Side Tankers**
- **Rescue/Brush Trucks**
- **Elliptical Tankers**

WARRANTY CARD

Phone: (800) 638-8265
Fax: (800) 966-4520
Email: info@unitedplastic.com
www.unitedplastic.com

To:

Place
Postage
Here



**UPF's ALL-OUT™
No Fault Lifetime
Warranty is the
Only Transferable
Tank Warranty in
the Fire Industry!**

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

The method of payment is provided in Section 3 of the Agreement. The amount of compensation is for the purchase of six (6) E-One E-Max Fire Pumper (Typhoon) trucks, per Contract No. FS12-15.

NOT TO EXCEED AMOUNT

The total amount of compensation paid to Contractor for full completion of all work required by the Project must not exceed \$3,217,469.76 for the entire term of the Agreement.

DETAILED PROJECT COMPENSATION

In accordance with the terms and conditions of this Agreement and award pursuant to Houston-Galveston Area Council Fire Service Apparatus Contract No. FS12-15, the City is retaining H&E Equipment Services, Inc., for the purchase of six (6) E-One E-Max Fire Pumper (Typhoon) trucks.

H&E EQUIPMENT SERVICES.

Wednesday March 24, 2016

Quote # 033100116

Glendale Fire Department

We at H&E Equipment Services are pleased to quote the following:

(1) New E-One E-Max Pumper

Typhoon Custom Cab
ISL 450 HP Cummins Engine
3000 EVS Transmission
188" Wheelbase
500 Gallons Water
Side Mount 1500 GPM Pump
Raised Crosslays to Accommodate More Hose
Tomar Opticom System
2001 Hypro Foam Pro Foam System
20 Gallon Foam Cell
TFT Blitz Fire Nozzle
LED Lighting
360 Degree Brigade Camera System
Includes cost for (4) Individuals for Factory Inspection
Includes HGAC Processing Fee: \$2000.00
Includes Factory installed antennas and David Clark Intercom System

Base Truck Cost Each: **\$495,120.00**

Phoenix Sales Tax: **\$41,124.96**

Single Unit Total: \$536,244.96

Cost for (6) Units: \$3,217,469.76

- Cost includes 3 year Extended Warranty
- This is a multiple truck discount based on (3) Units.
- Trucks must be purchased by April 1st 2016

***Price includes Freight and Delivery..*

Mark Julien

Mark Julien
Apparatus Sales
H&E Equipment Services

Customer Acceptance



CONTRACT PRICING WORKSHEET
For MOTOR VEHICLES only

Contract No.:

FS12-15

Date Prepared:

5/5/2016

This Form must be prepared by Contractor and given to End User. The H-GAC administrative fee shall be shown in Section F. End User issues PO to Contractor, and MUST also fax a copy of PO, together with completed Pricing Worksheet, to H-GAC @ 713-993-4548. Please type or print legibly.

Buying Agency:	City of Glendale	Contractor:	H&E Equipment
Contact Person:	Montana Slack	Prepared By:	Mark Julien
Phone:	623-930-2621	Phone:	480-862-6313
Fax:		Fax:	602-232-0620
Email:	mslack@glendaleaz.com	Email:	mjulien@he-equipment.com

Product Code:	HC04	Description:	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module
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A. Product Item Base Unit Price Per Contractor's H-GAC Contract: 316324

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Total Published options from attached worksheet	155108		
		Subtotal From Additional Sheet(s):	
		Subtotal B:	155108

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
Total added options (see attached worksheet)	189,260		
Total deleted options (see attached worksheet)	-69328		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	119932

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 25%

D. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C): 591364

Quantity Ordered: 1 X Subtotal of A + B + C + D: 591364 = **Subtotal D:** 591364

IE. H-GAC Fee Calculation (From Current Fee Tables) **Subtotal E:** 2000

F. Trade-Ins / Other Allowances / Special Discounts / Freight / Installation

Description	Cost	Description	Cost
Discount:	-98244		
Phoenix Sales Tax:	41,124.96		
		Subtotal F:	-57119.04

Delivery Date: 210-270 Days **G. Total Purchase Price (D+E+F):** 536244.96

CUSTOMIZED PRODUCT PRICING SUMMARY BASED ON CONTRACT

Product Description: E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module

Number of Units: One (1)

* The following details shall be provided with Purchase Order from End User to H-GAC for customized products:

A.	Base Bid Price as in Bid/Contract No. FS12-15 HC04	(per single unit)	\$ 316,324.00
B.	Published Options added to Base Bid.....	(per single unit).....	\$ 155,108.00
C. PER UNIT SUB TOTAL:		\$ 471,432.00

Change Order Provisions (if applicable):

D.	Dollar value of Unpublished Options added to base bid price per unit.....	\$ 189,259.47	
E.	Dollar value of Contract Items per unit deleted from Base Bid total.....	\$ (69,328.00)	
F.	PER UNIT CHANGE ORDER SUB TOTAL: (Change Order not to exceed 25% of "C") (Change order 25%)		\$ 119,931.47
G.	Order total without H-GAC fee for One (1) units	SUB TOTAL:	\$ 591,363.47
H.	H-GAC Administrative Fee (from Fee Schedules).....		\$2,000.00
I.	Additional Discounts.....		\$ (98,243.47)
<hr/>			
J.	TOTAL PURCHASE PRICE INCLUDING H-GAC		\$ 495,120.00
		Phoenix Tax:	41,124.96
		Total:	\$ 536,244.96

K. COMMENTS AND NOTES:

Attachment A
H & E Equipment Services, Inc.
Fire Service Apparatus (All Types)
Contract No. FS12-15

H. Emergency One (E-One)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
HA01	E-One Typhoon, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP75 - 75 FT. 550# Tip Load, Rear Mount Telescoping Ladder	\$ 630,309.00
HA02	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 650# Tip Load, Rear Mount Telescoping Ladder	\$ 649,728.00
HA03	E-One Quest, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP78 - 78 FT. 825# Tip Load, Rear Mount Telescoping Ladder	\$ 661,075.00
HA04	E-One Cyclone II, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Single Axle, No Pump, No Tank, Welded Extruded Aluminum Metro 100 - 100 FT. 300# Tip Load, Rear Mounted Telescoping Ladder.	\$ 618,521.00
HA05	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 500 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 550# Tip Load, Rear Mounted Telescoping Ladder	\$ 838,277.00
HA06	E-ONE Quest, 4 Door Full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum CR137 - 137 FT. 300-800# Tip Load, Rear Mount Telescoping Ladder	\$ 876,477.00
HA07	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L193 - 95' 1305# Tip Load, Mid-Mounted Telescoping Ladder Platform	\$ 1,027,766.00
HA08	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum L095- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 930,025.00
HA09	E-ONE Cyclone II, 4 Door full Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Extruded Aluminum HP100 - 100 FT. 1305# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 974,052.00
HA10	E-One Cyclone II, 4-Door Full-Tilt Welded Extruded Aluminum Cab, Six (6) Man Seating, Welded Extruded Aluminum Body, Tandem Axle, 1500 GPM Single Stage Pump, 300 Gallon Tank, Welded Steel HPS105 - 105 FT. 575# Tip Load, Rear Mounted Telescoping Ladder	\$ 850,525.00
HA11	E-One Cyclone II, 4-Door Full-Tilt Aluminum Cab, Extruded Aluminum Body, Tandem/Axle, 2000 GPM Single Stage Pump, 300 Gallon Tank, Bronto 100' Rear Mounted Telescoping & Articulating Steel Boom with Platform	\$ 1,053,045.00
B. Wildland Fire Apparatus (Brush Fire)		
HB01	E-ONE International 7400 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	\$ 333,701.00
C. Pumper Fire Apparatus		
HC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 228,576.00

HC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 228,392.00
HC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 233,071.00
HC04	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 316,324.00
HC05	E-ONE Cyclone II, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 439,888.00
HC06	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$ 392,754.00
HC07	E-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 377,382.00
D. Special Service Apparatus (Walk-In & Non Walk-In Bodies) Multi-Use: Rescue, Re-Hab, Hazmat, Mobile		
HD01	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 194,844.00
HD02	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 194,653.00
HD03	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 199,333.00
HD04	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 148,416.00
HD05	International 4300, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 186,340.00
HD06	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 305,379.00
HD07	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 226,988.00
HD08	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 227,529.00
HD09	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 217,287.00
HD10	E-One Cyclone II, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 335,917.00
E. Pumper/Tankers & Tankers		
HE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 256,873.00
HE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 254,966.00
HE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 263,133.00
HE04	E-ONE CYCLONE II, 4-Door, Custom Full-Tilt, Welded Aluminum Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 394,015.00
HE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 213,140.00
HE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 210,743.00
HE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 220,767.00
HE08	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 233,167.00
HE09	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 229,388.00
HE10	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 238,203.00
HE11	International 4400, 2-Door, Commercial Cab, 2000 Gallon Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	\$ 251,809.00

HE12	International, 2-Door, Commercial Cab, 3500 Gallon Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Tandem Axle, 500 GPM Pump	\$ 277,275.00
E. Pumper/Tankers & Tankers		
HF01	E-ONE Titan Force 4x4 P701-Class 4 ARFF, Coil Spring Suspension, 1585 water/205 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant)	\$ 791,506.00
HF02	E-ONE Titan Force 6x6 P711, Class 5 ARFF, Coil Spring Suspension, 3170 water/420 foam gallons, 500 lbs dry chemical, NFPA 414 & FAA Compliant	\$ 931,091.00

C. Pumper Fire Apparatus		
HC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 228,576.00
HC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 228,392.00
HC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 233,071.00
HC04	E-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 316,324.00
HC05	E-ONE Cyclone II, 4 Door Custom Full Tilt Welded Aluminum Cab, Rear Engine Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 439,888.00
HC06	E-ONE Quest, 4 Door Custom Full Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$ 392,754.00
HC07	E-One Typhoon Urban Interface Pumper, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 377,382.00

Offeror Name: Hall-Mark Fire Apparatus - Texas, LLC

Pumpers HC01 - HC07

Code or Part No.	Option Description	Offered Price	Qty:	Total
<u>DIESEL ENGINES, TRANSMISSIONS AND BRAKING OPTIONS/CHANGES</u>				
M2-330	Change 300 horsepower Engine in 2-Dr Freightliner to 330 HP	\$ 1,718.00		
M2-350	Change 300 horsepower Engine in 2-Dr Freightliner to 350 HP	\$ 2,166.00		
IH4400-330	Change 315 horsepower Engine in 2-Dr International to 330 HP	\$ 459.00		
KW-380	Change 330 horsepower Engine in 2-Dr Kenworth to: 380 HP	\$ 1,348.00		
<u>CUSTOM CHASSIS CHANGES</u>				
1200-0234	Change ISL 330 2013 Engine to ISL 350 2013	\$ 3,236.00		
1200-0270	Change ISL 330 2013 Engine to ISL 380 2013	\$ 12,459.00		
1200-0235	Change ISL 330 2013 Engine to ISL 400 2013	\$ 18,601.00		
1200-0236	Change ISL 330 2013 Engine to ISL 450 2013	\$ 19,543.00	1	\$ 19,543.00
1200-0238	Change ISL 330 2013 Engine to ISX12 450 HP w/EVS4000	\$ 51,010.00		
1200-0239	Change ISL 330 Engine to ISX12 500 HP w/EVS4000	\$ 52,717.00		
1200-0241	Change ISL 330 Engine to ISX15 550 HP w/EVS4000	\$ 54,919.00		
1200-0242	Change ISL 330 Engine to ISX15 600 HP w/EVS4000	\$ 64,316.00		
1520-0012	Typhoon Long Cab IPO Medium Cab	\$ 2,937.00	1	\$ 2,937.00
1520-0010	Cyclone II Long Cab IPO Medium cab	\$ 6,760.00		
1520-0017	Quest Long Cab IOP Medium Cab	\$ 6,760.00		
1520-0000	Change from Typhoon Med. Cab To Cyclone II Med. Cab	\$ 24,102.00		
1520-0018	Change from Typhoon Med Cab to Quest Med Cab	\$ 30,038.00		
1520-0018Q	Change from Cyclone II Med Cab to Quest Med	\$ 5,936.00		
1025-0064	Upgrade Front Axle to REYCO Independent Front Suspension 18.7K - 24K	\$ 22,640.00		
1125-0003	Allison transmission retarder IPO Jake break (Custom Chassis)	\$ 11,385.00		
1125-0006	Telma Focal Mounted Retarder IPO Jake break (Custom Chassis)	\$ 9,847.00	1	\$ 9,847.00
<u>Commercial Chassis Upgrade</u>				
M2-4door	Upgrade M2 2-Door to 4-Door w/330HP Engine	\$ 17,464.00		
IH-4door	Upgrade IH 440 2-Door to 4-Door w/330HP Engine	\$ 12,165.00		
<u>COMPARTMENTATION AND HOSE BED OPTIONS/CHANGES</u>				
eMAX	Upgrade base body to eMAX 60/56 body w/E-One 1250 GPM Pump	\$ 36,332.00	1	\$ 36,332.00
3100-0015	Driver side body with full height 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,865.00		
3100-0020	Driver side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,178.00		
3100-0075	Driver side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 9,508.00		
3100-0095	Driver side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,197.00		
3100-0096	Driver side body with full height 42" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,168.00		
3100-0097	Driver side body with full height 48" wide forward and 48" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,802.00		
3100-0100	Driver side body with upper and lower compartmentation. Includes 36" wide forward and 36" wide rearward lower compartments and (3) opening upper compartments.	\$ 11,670.00		
3100-0107	Driver side body with full height 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,865.00		
3100-0112	Driver side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,178.00		

3100-0115	Driver side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,966.00		
3100-0120	Driver side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 11,560.00		
3100-0129	Driver side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 9,128.00		
3100-0130	Driver side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 9,508.00		
3100-0131	Stainless steel driver side body with full height 36" wide forward and 48" wide rearward compartmentation (interior). Includes (1) 60" wide compartment over the wheel well.	\$ 12,300.00		
3100-0137	Driver side compartment top storage box. Box to be smooth plate and painted job color with diamond plate top. Box to have a rear vertically hinged door with push-button latch. Box to have diamond plate lids with push button latches.	\$ 2,075.00		
3100-0138	Driver side body with upper and lower compartmentation. Includes 24" wide forward and 36" wide rearward lower compartments and (2) opening upper compartments.	\$ 10,258.00		
3100-0144	Driver side body with full height 36" wide forward and 50" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 2,098.00		
3100-0149	Driver side body with full height 36" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,802.00		
3100-0152	Driver side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,947.00		
3110-0000	Center Slam Strip Rear End with (3) compartments- (2) lower and (1) upper and a diamond plate center strip for a Jet or Newton	\$ 2,600.00		
3120-0004	Officer half side body with 36" wide forward and 36" wide rearward compartmentation. Includes adjustable ladder tracks.	\$ 5,597.00		
3120-0005	Officer half side body with 42" wide forward and 42" wide rearward compartmentation. Includes adjustable ladder tracks.	\$ 5,984.00		
3120-0006	Officer half side body with 48" wide forward and 48" wide rearward compartmentation. Includes adjustable ladder tracks.	\$ 6,404.00		
3120-0007	Officer half side body with 30" wide forward and 50" wide rearward extended compartmentation. Includes adjustable ladder tracks.	\$ 5,910.00		
3120-0008	Officer half side body with 36" wide forward and 50" wide rearward extended compartmentation. Includes adjustable ladder tracks.	\$ 6,276.00		
3120-0009	Officer half side body with 42" wide forward and 56" wide rearward extended compartmentation. Includes adjustable ladder tracks.	\$ 6,671.00		
3120-0010	Officer half side body with 48" wide forward and 62" wide rearward extended compartmentation. Includes adjustable ladder tracks.	\$ 7,088.00		
3120-0011	Officer half side body with 24" wide forward and 50" wide rearward enhanced extended compartmentation. Includes adjustable ladder tracks.	\$ 5,884.00		
3120-0012	Officer half side body with 30" wide forward and 50" wide rearward enhanced extended compartmentation. Includes adjustable ladder tracks.	\$ 6,224.00		
3120-0013	Officer half side body with 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes adjustable ladder tracks.	\$ 6,589.00		
3120-0016	Officer 3/4 side body with upper and lower compartmentation. Includes 24" wide forward and 36" wide rearward lower compartments and (3) opening upper compartments.	\$ 6,595.00		
3120-0019	Officer 3/4 side body with upper and lower compartmentation. Includes 36" wide forward and 36" wide rearward lower compartments and (3) opening upper compartments.	\$ 7,478.00		
3120-0022	Officer 3/4 side body with full height 30" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 6,535.00		
3120-0023	Officer 3/4 side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 6,989.00		
3120-0028	Officer 3/4 side body with 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 7,675.00		
3120-0033	Officer 3/4 side body with 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 7,986.00		
3120-0038	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment (forward) over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 18,309.00		
3120-0043	Officer side body with full height 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 33" wide compartment (forward) over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 18,586.00		

3120-0048	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 33" wide compartment (forward) over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 19,304.00		
3120-0051	Officer half side body with 36" wide forward and 36" wide rearward compartmentation. Includes adjustable ladder tracks and 30 degree angle of departure.	\$ 5,607.00		
3120-0054	Officer 3/4 side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 11,170.00		
3120-0057	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment (forward) over the wheel well, (1) Zico Overhead Ladder Rack and 30 degree angle of departure.	\$ 19,749.00		
3120-0061	Stainless steel officer 3/4 side body with full height 36" wide forward and 48" wide rearward compartmentation (interior). Includes (1) 60" wide compartment over the wheel well.	\$ 7,691.00		
3120-0065	Stainless steel officer side body with full height 36" wide forward and 48" wide rearward compartmentation (interior). Includes (1) 45" wide compartment (rearward) over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 25,033.00		
3120-0080	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment (forward) over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 19,591.00		
3120-0083	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) ladder storage tunnel and access door at rear.	\$ 21,326.00		
3120-0091	Officer half side body with 36" wide rearward compartmentation. Includes adjustable ladder tracks and 30 degree angle of departure.	\$ 2,818.00		
3120-0092	Officer 3/4 side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 9,477.00		
3120-0093	Officer half side body with 36" wide rearward compartmentation. Includes adjustable ladder tracks.	\$ 3,016.00		
3120-0094	Officer 3/4 side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 5,564.00		
3120-0121	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,906.00		
3120-0135	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well. For use with over the hosebed storage rack.	\$ 11,197.00		
3120-0141	Officer 3/4 side body with upper and lower compartmentation. Includes 36" wide forward and 36" wide rearward lower compartments and (3) opening upper compartments.	\$ 7,478.00		
3120-0145	Officer 3/4 side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 6,989.00		
3120-0150	Officer 3/4 side body with 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 7,675.00		
3120-0155	Officer 3/4 side body with 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 7,986.00		
3120-0160	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 18,309.00		
3120-0165	Officer side body with full height 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 33" wide compartment over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 18,994.00		
3120-0170	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 33" wide compartment over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 19,304.00		
3120-0175	Officer 3/4 side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 11,170.00		
3120-0178	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment over the wheel well, (1) Zico Overhead Ladder Rack and 30 degree angle of departure.	\$ 19,749.00		
3120-0189	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 33" wide compartment over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 19,591.00		

3120-0192	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) ladder storage tunnel and access door at rear.	\$ 15,138.00		
3120-0200	Officer 3/4 side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and 30 degree angle of departure.	\$ 9,477.00		
3120-0201	Officer 3/4 side body with full height 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 5,564.00		
3120-0210	Stainless steel officer 3/4 side body with full height 36" wide forward and 48" wide rearward compartmentation (interior). Includes (1) 60" wide compartment over the wheel well.	\$ 14,130.00		
3120-0226	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,906.00		
3120-0232	Officer side body with full height 36" wide forward and 36" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,197.00		
3120-0236	Overhead Ladder Rack to be offset forward includes shifting compartment (rearward) over the wheel well.	\$ 662.00		
3120-0238	Officer full height side body with upper and lower compartmentation. Includes 36" wide forward and 36" wide rearward lower compartments and (2) opening upper compartments. Includes (1) Zico Overhead Ladder Rack mounted centered between upper compartments.	\$ 22,217.00		
3120-0239	Officer side compartment top storage box (PR). Locate one forward and one rearward of the ladder rack. Boxes to be smooth plate and painted job color with diamond plate tops. The rearward box to have a rear vertically hinged door with push-button latch. Boxes to have (1) diamond plate lid each with push button latch.	\$ 2,075.00		
3120-0242	Officer side tunnel to hold: (1) 1500 gallon Fol-da-tank.	\$ 696.00		
3120-0249	Officer side body with full height 36" wide forward and 50" wide rearward extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 11,865.00		
3120-0252	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,178.00		
3120-0260	Officer 3/4 side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 7,986.00		
3120-0263	Officer half side body with 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes adjustable ladder tracks.	\$ 6,589.00		
3120-0266	Officer side body with full height 36" wide forward and 50" wide rearward compartmentation. Includes (1) 33" wide compartment over the wheel well and (1) Zico Overhead Ladder Rack.	\$ 19,335.00		
3120-0269	Officer side body with full height 36" wide forward and 42" wide rearward compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) ladder storage tunnel and access door at rear.	\$ 15,975.00		
3120-0273	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 20" wide compartment over the wheel well and (1) E-One center mounted Overhead Ladder Rack.	\$ 19,304.00		
3120-0274	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well.	\$ 12,947.00		
3120-0282	Officer side body with full height 36" wide forward and 50" wide rearward enhanced extended compartmentation. Includes (1) 56" wide compartment over the wheel well and one (1) ladder storage tunnel and access door at rear.	\$ 16,120.00		
3365-0020	Zico Drop Down Ladder Rack. Includes diamond plate spacer brackets with ladder rack controller located on the officer side pump panel.	\$ 5,808.00		
3365-0079	2-Arm Ladder Rack. The ladder rack includes amber lights on each end to visually indicate when the rack is in motion.	\$ 13,450.00		
3000-9903	Add top mount pump control panel:	\$ 3,235.00		
3300-0017	Door roll up short (up to 45") with satin finish ROM	\$ 956.00	3	\$ 2,868.00
3300-0019	Door roll up tall (greater than 45") with satin finish ROM	\$ 1,364.00	4	\$ 5,456.00
3300-0021	Door roll up short (up to 45") with painted finish ROM	\$ 1,621.00		
3300-0022	Door roll up tall (greater than 45") with painted finish ROM	\$ 2,028.00		
3305-0002	Bi-Fold diamond plate cover for the crosslay area	\$ 1,008.00		
3305-0003	Single diamond plate cover for the crosslay area	\$ 682.00		
3310-0050	Additional transverse preconnect hose bed to hold 200' of 1 3/4" or 150'-200' of 2 1/5" hose	\$ 4,133.00		
	FIRE PUMP, SUCTION INLETS & DISCHARGE OUTLETS OPTIONS/CHANGES			
4005-0016	Increase fire pump size from 1250 GPM to: Hale Q-MAX 1500-2000 GPM (ILO Hale Q-FLO). May Require engine upgrade. May Require Additional Discharges	\$ 5,451.00		

4005-0021	Increase fire pump size from 1250 GPM to:Waterous CSU1500-2000 (ILO Hale Q-FLO). May Require engine upgrade. May Require Additional Discharges	\$ 5,134.00		
4405-0017	Add Hannay elec. Rewind hose reel topside. Does not include hose	\$ 3,125.00		
4405-0020	Add Hannay elec. Rewind hose reel in rear compartment. Does not include hose.	\$ 3,363.00		
4015-0022	Pump Seal Mechanical - Hale	\$ 871.00		
4415-0008	1.5" Front Bumper Discharge Akron Manual Valve	\$ 1,810.00		
4415-0014	2.5" Left Pump Panel Discharge Akron Manual Valve	\$ 1,174.00		
4415-0016	2.5" Right Pump Panel Discharge Akron Manual Valve	\$ 1,304.00		
4415-0018	2.5" Front Hosebed Discharge Akron Manual Valve	\$ 1,697.00		
4415-0028	2.5" Right Rear Discharge Akron Manual Valve	\$ 1,372.00		
4415-0036	3" Front Hosebed Discharge Akron Manual Valve	\$ 2,463.00		
4415-0038	3" Rear Discharge Akron Manual Valve	\$ 2,119.00		
4415-0194	2.5" Front Bumper Discharge Akron Manual Valve	\$ 2,080.00		
4415-0940	3" Right Pump Panel Discharge Akron Manual Valve	\$ 2,035.00		
4415-0576	4 inch right side discharge outlet w/ 4 inch Akron electric valve	\$ 4,570.00		
4415-0581	4" Left Rear Discharge Akron Electric Valve	\$ 5,706.00		
4415-0585	4" Right Rear Discharge Akron Electric Valve	\$ 5,990.00		
4415-0619	4" Right Pump Panel Discharge with 3" Akron Manual Valve	\$ 2,218.00		
4440-0058	5" Rear Intake w/5" Electric Actuated Valve and Relief.	\$ 7,198.00		
4440-0084	5" Front Intake w/5" Manual Gear Actuated Valve and Relief	\$ 7,515.00		
4445-0005	Add 6" swivel to front intake	\$ 2,510.00		
	<u>BOOSTER TANK OPTIONS/CHANGES</u>			
4010-0016	Reduce Booster Tank to: 530 GALLON	\$ (629.00)	1	\$ (629.00)
4010-0018	Increase Booster Tank to:1030 GALLONS (May require chassis and Body Modifications)	\$ 1,783.00		
4010-0019	Increase Booster Tank to:1280 GALLONS - SINGLE AXLE CHASSIS (May require chassis and Body Modifications)	\$ 4,303.00		
4010-0020	Increase Booster Tank to:1530 GALLONS - SINGLE AXLE CHASSIS (May require chassis and Body Modifications)	\$ 6,633.00		
Code No.	OPTION DESCRIPTION			
	<u>OTHER PLUMBING OPTIONS</u>			
4015-0008	Zinc Anodes for Hale Pump - (Pair) (1) Discharge side and (1) Intake Side	\$ 371.00		
4015-0014	Hale TRV-120 Thermal Relief Valve	\$ 953.00		
4015-0016	Valve Relief Thermal - Hale TRVL-120	\$ 1,727.00		
4015-0018	Hale MIV-E	\$ 3,947.00		
4015-0019	Hale MIV-M	\$ 3,386.00		
4015-0020	Waterous Monarch Manual intake valve	\$ 5,072.00		
4015-0021	Waterous Monarch Air activated intake valve	\$ 6,285.00		
4015-0022	Add Mechanical Pump Seal to Hale Pump	\$ 871.00		
4015-0041	Valve Monarch Electric - Waterous	\$ 6,433.00		
4015-0044	Anodes for Waterous pump - (Pair) (1) discharge side and (1) intake side	\$ 449.00		
4015-0064	Hale Auto Fill/Thief Inlet 2.5" Tank Fill "AutoFill" Automatic Tank Fill Valve	\$ 5,025.00		
4015-0066	Trident Pump Primer W/3 Barrel Push Button Control	\$ 1,242.00		
4015-0133	Anode for Darley pump - (1) intake side	\$ 485.00	1	\$ 485.00
4030-0073	Front bumper turret, Akron Forestry 3462 with a 3293 low flow adjustable nozzle. Include 6035 Joystick, 2" electric valve, and quick disconnect. For Urban Interface Pumper. Other applications requires engineering approval.	\$ 11,910.00		
4100-0000	Intergal foam cell - 10 gallons	\$ 1,112.00		
4100-0006	Intergal foam cell - 40 gallons	\$ 1,412.00		
4100-0007	Intergal foam cell - 15 gallons	\$ 1,156.00		
4100-0008	Intergal foam cell - 20 gallons	\$ 1,196.00	1	\$ 1,196.00
4100-0009	Intergal foam cell - 30 gallons	\$ 1,296.00		
4100-0013	Intergal foam cell - 50 gallons	\$ 1,514.00		
4415-0065	1.5" Speedlay double for Top Mount Panel, 2" plumbing crosstays	\$ 2,208.00		
4417-0020	Deck Gun Remote TFT 18" Extend-A-Gun, electric, 3". Requires 3" deck gun discharge	\$ 4,633.00	1	\$ 4,633.00
4417-0021	Deck Gun Remote Ext-a-Gun 4". Requires 4" deck gun discharge	\$ 5,284.00		
4417-0034	TFT 18" Manual Extend-A-Gun, 3". Requires 3" deck gun discharge	\$ 2,312.00		
4417-0039	Akron DeckMaster 3440 electric 1250 GPM monitor w/stow. Does Not Include Nozzle	\$ 13,344.00		
4417-0040	Akron 5177 Akromatic 2.5" master stream nozzle	\$ 2,037.00		
4417-0041	Akron 1577 SaberMaster 2.5" Nozzle for an Akron 3440 DeckMaster monitor.	\$ 3,895.00		
4417-0043	Task Force Hurricane RC electric 1250 GPM monitor.	\$ 15,023.00		

4417-0044	Task Force M-ERP-NJ 2.5" master stream electric nozzle for a Hurricane RC monitor.	\$	2,255.00		
4430-0013	Williams ATP 1500 Foam System*** - Requires foam tank	\$	8,291.00		
4430-0014	2.1A Hale Foam Logix Foam System	\$	8,236.00		
4430-0015	3.3 Hale Foam Logix Foam System	\$	17,498.00		
4430-0016	5.0 Hale Foam Logix Foam System	\$	19,727.00		
4430-0018	1600 Hypro/Foam Pro Foam System	\$	9,555.00		
4430-0019	2001 Hypro/Foam Pro Foam System	\$	15,518.00	1	\$ 15,518.00
4430-0020	2002 Hypro/Foam Pro Foam System	\$	19,779.00		
4430-0029	Pneumax 140-SP Silver Compressed Air Foam System***	\$	22,363.00		
4430-0031	Eclipse Compressed Air Foam System 1000 GPM Manifold w/2002 FoamPro***	\$	95,007.00		
4430-0037	Pneumax 200-P Platinum Compressed Air Foam System***	\$	43,649.00		
4430-0041	WATP 500 A/B Foam system***	\$	11,340.00		
4430-0045	95 GPM Akron Foam Eductor***	\$	2,529.00		
4430-0047	Foam Eductor 125 gpm Akron***	\$	2,888.00		
4430-0053	CAFSPRO w/5.0 Foam Logix Compressed Air Foam System with 750gpm Manifold***	\$	70,662.00		
4432-0020	Eclipse 1.5"/3.0" Compressed Air Foam System Discharge Kit ***	\$	26.00		
4432-0022	1.5" Compressed Air Foam System Discharge Kit	\$	389.00		
4432-0023	2.0" Compressed Air Foam System Discharge Kit	\$	392.00		
4432-0024	2.5" Compressed Air Foam System Discharge Kit	\$	395.00		
4432-0025	3.0" Compressed Air Foam System Discharge Kit	\$	442.00		
4432-0026	3" Deck Gun Discharge Eclipse Compressed Air Foam System	\$	4,325.00		
4432-0027	3" Deck Gun Compressed Air Foam System	\$	4,698.00		
4432-0036	A/B Hypro/FoamPro Manual Foam Selector	\$	2,610.00		
4432-0037	A/B Class 1 Manual Foam Selector	\$	3,768.00		
4432-0056	Hale EZ-Fill Foam Tank Refill System for a Single Foam Tank	\$	3,207.00		
4432-0057	Hale EZ-Fill Foam Tank Refill System for Dual Foam Tanks	\$	3,618.00		
4432-0063	Hale Foam Logix Air Actuated A/B Selector	\$	4,263.00		
4432-0064	Hypro Foampro Electric Acutated A/B Selector	\$	4,001.00		
4435-0001	Class 1 Intelli-Tank Water Tank Level Gauge	\$	563.00		
4435-0002	Class 1 Intelli-Tank Foam Tank Level Gauge	\$	582.00		
4435-0003	Class 1/Whelen 500 Water Tank Level Gauge Package Location of Whelen 500 Tank Level Lights:	\$	4,560.00		
4435-0009	Fire Research Tank Vision model WL2600 A Foam Tank Level Gauge	\$	1,090.00		
4435-0010	Fire Research Tank Vision model WL2000 Water Tank Level Gauge	\$	949.00		
4435-0011	Fire Research Tank Vision model WL2700 B Foam Tank Level Gauge	\$	1,089.00		
4435-0025	Flowminder Super System. Per Discharge:	\$	3,166.00		
4435-0026	Flowminder System with Totalizer. Per Discharge.	\$	2,047.00		
4435-0027	Flow Meter Value System. Discharge:	\$	1,879.00		
4435-0030	Transmission Temperature Gauge	\$	290.00		
4435-0031	Pump hourmeter on pump operators panel.	\$	180.00		
4435-0034	Fuel Level Gauge on Pump Operator's Panel	\$	398.00		
4435-0035	Enfo III System on Pump Operator's Panel	\$	1,200.00		
4435-0038	Class 1 Engine Status Center on Pump Operator's Panel	\$	1,970.00		
4435-0040	FRC Tachplus engine monitoring display.	\$	1,615.00		
4435-0067	Class 1/Whelen PSTank Water Tank Level Gauge Package	\$	2,148.00		
4435-0069	Enfo IV System on Pump Operator's Panel	\$	1,075.00		
4435-0083	Innovative Controls 10 LED SL series Water Tank Level Gauge	\$	577.00		
4435-0084	Innovated Contols 10 LED series Foam Tank Level Gauge	\$	827.00	1	\$ 827.00
4435-0085	Innovated Controls 10 LED SL series Tank Level Water Gauge Additional	\$	791.00		
4435-0086	Innovated Controls 10 LED series Tank Level Water Mini Gauge	\$	618.00		
4435-0088	IC 10 LED SL series/Whelen 500 Water Tank Level Gauge Package Location of Whelen 500 Tank Level Lights:	\$	4,527.00		
4435-0089	IC 10 LED SL series/Whelen PSTank Water Tank Level Gauge Package Location of Whelen PSTank Strip-Lights:	\$	2,115.00		
4435-0090	Additional PSTank Level Strip-Light Located:	\$	515.00		
4440-0006	2.5" Right Hand Panel Gated Inlet	\$	1,277.00		
4450-0034	2.5" Tank Fill "AutoFill" Automatic Tank Fill Valve for use with CAFS Pro	\$	8,998.00		
4450-0038	4" Air Tank to Pump for Cafspro Foam System	\$	5,059.00		
4450-0063	Direct 2.5" Water Tank Fill with Hale Valve	\$	1,715.00		
4460-0007	Air Outlet at the Pump Panel w/hose	\$	346.00		
4465-0003	FRC In-Control pressure governor. Includes engine and master pump gauges.	\$	6,340.00		
4465-0005	Class1 Captain pressure governor.	\$	3,356.00		

4465-0007	Class1 Command Master pressure governor. Includes pump intake pressure and discharge pressure, throttle, relief, tank level(s), water, oil, volt and tachometer.	\$ 6,142.00		
4465-0008	FRC PumpBoss Pressure Governor. Includes engine gauges.	\$ 3,118.00		
4465-0009	FRC Pro-S Pressure Governor	\$ 3,291.00		
4465-0010	FRC In-Control pressure governor TGA200. Includes engine transmission and master pump gauges.	\$ 6,410.00		
	NOTE: *** Requires Engineering Approval for application	\$ -		
		\$ -		
	OTHER MANUFACTURER'S OPTIONS:	\$ -		
3134-0017	The TM control panel, driver and officer side pump panels are to be painted Zolatone.	\$ 935.00		
3134-0019	The driver and officer side pump panels are to be painted Zolatone	\$ 728.00		
3136-0000	Air Horn at pump panel	\$ 161.00		
3136-0007	Fire Research Mansaver safety bars for top mount control panels (pair)	\$ 1,453.00		
3300-0062	Keyed latch per pan door	\$ 91.00		
3300-0063	Keyed latch per roll up door	\$ 160.00		
3300-0065	Electric lock for an ROM roll-up door (EA)	\$ 702.00	1	\$ 702.00
3305-0011	Aluminum treadplate hose bed cover with center divider and gas shocks	\$ 3,792.00		
3305-0012	(4) piece aluminum hosebed cover. Includes center hosebed divider	\$ 6,770.00		
3305-0013	Aluminum treadplate hose bed cover without ctr divider with gas shocks	\$ 3,919.00		
3305-0014	(4) piece aluminum hosebed cover. without center hosebed divider	\$ 7,115.00		
3305-0285	Powered (2) piece aluminum hosebed cover with smooth bottom plate. Includes center hosebed divider with notched rear	\$ 6,894.00		
3320-0005	SCBA Bottle Storage. (4) Cast Product SCBA bottle storage with gasketed doors. (2) each side in rear wheel well area.	\$ 851.00		
3320-0006	SCBA Bottle Storage. (3) Cast Product SCBA bottle storage with gasketed doors. (2) officer side and (1) driver side (fwd) in rear wheel well area.	\$ 1,273.00		
3320-0007	SCBA Bottle Storage. (7) E-ONE SCBA bottle storage with hinged doors (doors to match wheel well material) with push button latches. (4) officer side and (3) driver side in wheel well area.	\$ 1,362.00	1	\$ 1,362.00
3320-0008	SCBA Bottle Storage. (8) E-ONE SCBA bottle storage with hinged doors (doors to match wheel well material) with push button latches. (4) officer side and (4) driver side in wheel well area.	\$ 1,624.00		
3320-0011	SCBA Bottle Storage. (11) E-ONE SCBA bottle storage with hinged doors (doors to match wheel well material) with push button latches. (6) officer side and (5) driver side in wheel well area- (3) FWD and (2) RWD.	\$ 1,830.00		
3320-0012	SCBA Bottle Storage. (7) E-ONE SCBA bottle storage with hinged stainless steel doors with push button latches. (4) officer side and (3) driver side in wheel well area.	\$ 1,487.00		
3320-0014	SCBA Bottle Storage. (6) E-ONE SCBA bottle storage with hinged doors with push button latches. (3) officer side and (3) driver side in wheel well area for use with dual tank fills.	\$ 1,329.00		
3330-0020	Intermediate pump panel step driver and officer side	\$ 1,533.00		
3330-0050	Intermediate pump panel step officer side	\$ 799.00		
3330-0062	Rear intermediate step, aluminum treadplate	\$ 655.00		
3330-0065	Zico access ladder	\$ 1,994.00	1	\$ 1,994.00
3330-0079	Slideout platform-rollerless	\$ 1,045.00		
3330-0105	Dual lighted LED folding step (each)	\$ 142.00		
3340-0027	Diamond plate corner guards (pair)	\$ 245.00		
3340-0166	Vertical Partition	\$ 256.00		
3350-0001	Air Reel w/electric rewind. 12V with 100' .25" hose plumbed to the truck air system	\$ 3,140.00		
3350-0009	Hydraulic hose reel for use with TNT brand tools. Includes 100' 1/4" hose (up to 10,000 PSI)Color [#COL].	\$ 5,740.00		
3350-0010	Hydraulic hose reel for use with Phoenix brand tools. Includes 100' 1/4" hose (up to 5,000 PSI) Hose Color [#COL].	\$ 2,857.00		
3350-0011	Hydraulic hose reel for use with Code 3 brand tools. Includes 100' 1/4" hose (up to 5,000 PSI) and nylon roller unit (captive type) reel mounted. Hose Color [#COL].	\$ 2,857.00		
3350-0012	Hydraulic hose reel for use with Amkus brand tools. Includes 100' 1/4" hose (up to 10,500 PSI) Hose Color: [#COL].	\$ 5,740.00		
3350-0013	Hydraulic hose reel for use with Hurst Centaur brand tools. Includes 100' 1/4" hose (up to 10,000 PSI) [#LOC]. Hose Color [#COL].	\$ 5,740.00		
3350-0014	Hydraulic hose reel for use with Genesis brand tools. Includes 100' 1/4" hose (up to 10,000 PSI) aHose Color [#COL].	\$ 5,740.00		
3350-0015	Hydraulic hose reel for use with Holmatro brand tools. Includes 100' 1/4" hose (up to 10,000 PSI) Hose Color [#COL].	\$ 5,740.00		

3365-0005	Drop down fol-da-tank rack, aluminum tubing	\$ 1,816.00		
3365-0368	Zico hydraulic drop down portable tank rack.	\$ 6,334.00		
3370-0023	Tracks for adjustable shelf and/or adjustable tray in single depth compartmen	\$ 220.00	4	\$ 880.00
3370-0025	Permanent shelf	\$ 114.00		
3370-0026	Adjustable shelf. For compartments that are full height/full depth or lower compartments with full depth	\$ 283.00	3	\$ 849.00
3370-0027	Tracks for adjustable shelf and/or adjustable tray in the lower area of the compartment	\$ 112.00		
3370-0028	Tracks for adjustable shelf and/or adjustable tray in the upper area of the compartment	\$ 60.00		
3370-0029	Adjustable shelf. For compartments with upper shallow depth	\$ 144.00	6	\$ 864.00
3380-0014	Roll-out generator tray.	\$ 920.00		
3380-0015	Fixed back wall mounted toolboard	\$ 255.00		
3380-0017	Floor mounted roll-out/tilt down tray	\$ 1,295.00		
3380-0018	Adjustable tool board 250 #. Includes upper and lower adjustable track	\$ 951.00		
3380-0019	Running board suction tray. Includes removable slats in bottom of tray	\$ 605.00		
3380-0049	Running board suction tray (floating style). Includes tapered 3" front corner and removable slats in bottom of tray.	\$ 785.00		
3380-0076	Floor mounted roll-out tray. Includes 500lbs	\$ 773.00	2	\$ 1,546.00
3380-0023	Adjustable mounted roll-out/tilt-down tray	\$ 1,636.00		
3380-0077	Adjustable mounted roll-out tray. Includes 500 lbs tray capacity	\$ 1,110.00		
3380-0040	Vertically hinged swing-out toolboard	\$ 1,788.00		
3380-0041	PAC TRAC panels vertically stacked on back wall of compartment	\$ 923.00		
3380-0079	Adjustable heavy duty tool roll-out board with 500 lbs. capacity.	\$ 1,016.00		
4450-0028	Rear 10" Newton Dump Valve - Manual Control	\$ 2,295.00		
4450-0031	Rear 10" Newton Dump Valve - Electric actuated w/12" telescopic extension	\$ 6,209.00		
1750-0034	Switch additional 12 volt/15amp	\$ 230.00	2	\$ 460.00
1750-0158	Dome Lts Red/White LED. Package includes two lights mounted in the front and two mounted in the rear of the cab	\$ 923.00		
1750-0168	Dome Lts Red/White 4" incandescent (5). Lights to be located two front and three rear	\$ 832.00		
5100-0000	Foot Switch	\$ 136.00		
5100-0001	Switch circuit three way. Includes (1) additional switch. An additional switch required for more than two locations.	\$ 192.00		
5100-0011	Switch 12V for 110-240V (EA).	\$ 491.00		
5110-0004	Alternating Headlight	\$ 392.00	1	\$ 392.00
5110-0052	12V power distribution module. Includes (6) battery hot and (6) switched hot circuits	\$ 355.00		
5110-0136	Collision Avoidance Systems model CAS-4RF rear obstacle detection and proximity system. Includes 4 sensors at rear of vehicle and speaker in cab.	\$ 2,160.00		
5130-0001	Electric rewind Hannay Cord Reel with 200' 10/3 black cord with rollers	\$ 2,485.00		
5130-0002	Cord reel electric with 200' of 10/3 yellow cable.	\$ 2,806.00		
5130-0012	Junction box Circle-D with four (4) 3-wire Nema L5-15 or L5-20 110Volt 15 Amp twist lock receptacles	\$ 857.00		
5130-0014	Circle D wall/floor mounting box	\$ 168.00		
5150-0011	Whelen 600 LED CAST 3 S/T/T	\$ 16,392.00		
5150-0012	Whelen 600 LED CAST 4 S/T/T	\$ 1,746.00		
5200-0000	Breaker Box 8 place single phase	\$ 996.00		
5200-0001	Breaker Box 12 place single phase	\$ 1,040.00		
5200-0002	Breaker Box 20 place single phase	\$ 1,060.00		
5250-0005	Onan 6KW hydraulic generator	\$ 15,252.00		
5250-0006	Onan 8KW hydraulic generator	\$ 17,166.00		
5250-0007	Onan 10KW Hydraulic generator	\$ 17,825.00		
5250-0012	Onan 15KW Hydraulic generator	\$ 25,744.00		
5250-0013	Onan 20KW Hydraulic generator	\$ 42,209.00		
5250-0017	Generator Honda EM5000SXX with 4.5KW continuous output	\$ 7,220.00		
5250-0036	Generator Smart Power 6KW hydraulic model HR-6	\$ 16,194.00		
5250-0037	Generator Smart Power 8KW hydraulic model HR-8	\$ 18,506.00		
5250-0038	Generator Smart Power 10KW hydraulic model HR-110	\$ 20,334.00		
5250-0039	Generator Harrison 10KW MCR hydraulic	\$ 19,239.00		
5250-0040	Generator Harrison 6KW MCR hydraulic	\$ 14,986.00		
5250-0047	Generator Smart Power 15KW hydraulic model HR-15	\$ 27,048.00		
5250-0050	Generator Smart Power 20KW hydraulic model HR-20	\$ 29,738.00		
5250-0094	Harrison gas powered 5.5KW generator. Compartment mounted	\$ 4,964.00		
5250-0095	Harrison gas powered 5.5KW generator. Pan mounted	\$ 5,468.00		

5250-0130	Generator Harrison 6KW MDS hydraulic w/IHT for continuous accessory. Includes aux hyd system manifold, integral aux heat exchanger, generator control / PTO switch, aux system / PTO switch, (both switches accessible by driver) and a generator gauge panel located adjacent to breaker box.	\$ 29,877.00		
5250-0115	Generator Harrison 15KW MPC hydraulic w/IHT. Includes tool circuit manifold, aux heat exchanger, generator control / PTO engage switch and a gauge panel located adjacent to breaker box	\$ 39,661.00		
5300-0011	Federal Signal View Point LED Light Bar, 6 Pod, RRR	\$ 3,082.00		
5300-0012	Federal Signal View Point LED Light Bar, 6 Pod, RWR	\$ 3,417.00		
5300-0013	Federal Signal View Point LED Light Bar, 8 Pod, RRRR	\$ 3,655.00		
5300-0014	Federal Signal View Point LED Light Bar, 6 Pod, RWRR	\$ 4,068.00		
5300-0015	Federal Signal ADX2201 LED Mini Light Bar (pr)	\$ 3,611.00		
5300-0017	Federal Signal JLX4801-001 LED light bar, 48" length, clear lens, red diodes	\$ 2,961.00		
5300-0020	Light bar Federal Signal JetStream JLX54HH-00011 54" LED. Red Solaris reflectors with red domes each side and (2) center clear TCL lights	\$ 3,294.00		
5300-0021	Federal Signal JLL 600C LED light bar, 60" length, clear lens, red diodes	\$ 3,132.00		
5300-0028	Federal Signal ADX5271 LED Light Bar, 52", Red Lenses	\$ 3,478.00		
5300-0029	Light bar Federal Signal AeroDync ADX7201 72" with 8 red Solaris LED	\$ 3,643.00		
5300-0053	Whelen FN66QLED 66" LED Light Bar	\$ 4,483.00		
5300-0065	Light bar Federal Signal ADX2202 LED (PR) with red lenses. Located side facing only	\$ 2,239.00		
5300-0074	Whelen Mini-Freedom LED light bars (PR) model FNMINI 24" with MK9 or MK7 mounts. Location:	\$ 5,200.00		
5300-0099	Light bar Federal Signal JLX21 LED (PR). Located side facing only	\$ 2,195.00		
5300-0100	Light bar Whelen Freedom model FN72QLED 72" LED with clear lenses and MKEZ7 mounts. Includes (8) red LED and (2) white LED. N/A INTL Chassis.	\$ 5,111.00		
5300-0151	Whelen FN66VLED 66" LED Light Bar	\$ 4,483.00		
5300-0162	Whelen Mini-Freedom LED side facing light bars (PR) model FT8RARRF driver and FT8RRARF officer 24" with MKEZ7 mounts. Lense colors: Clear.	\$ 4,982.00		
5300-0169	Whelen FN72QLED 72" LED Light Bar w/10 LED's	\$ 5,223.00		
5300-0188	Light bar Whelen Freedom model FN72VLED 72" LED with Opticom and MKEZ7 mounts. Includes (10) red LED and (2) white LED. Location: Centered on the front cab roof. (upgrade)	\$ 7,749.00		
5310-0000	Light bar Federal Signal Signal Master SML6.	\$ 1,037.00		
5310-0001	Light bar Federal Signal Signal Master SML8.	\$ 1,140.00		
5310-0002	Light bar Federal Signal Signal Master SMLED6.	\$ 1,768.00		
5310-0003	Light bar Federal Signal Signal Master SMLED8.	\$ 1,868.00		
5310-0005	Whelen Traffic Advisor Model TA837A - 43.25" long.	\$ 1,290.00		
5310-0006	Whelen Traffic Advisor Model TA870A - 62" long.	\$ 2,022.00		
5310-0012	Diamond plate shield over rear directional light.	\$ 371.00		
5310-0017	Whelen Traffic Advisor Model TAL65 LED - 36" long.	\$ 1,611.00		
5310-0018	Whelen Traffic Advisor Model TAM65 LED - 36" long.	\$ 2,068.00		
5310-0027	Whelen Traffic Advisor Model TAM85 LED - 47" long	\$ 2,843.00		
5310-0028	Whelen Traffic Advisor Model TAM83 LED - 31" long	\$ 2,119.00		
5310-0035	Whelen Traffic Advisor Model TAL85 LED - 47" long	\$ 2,014.00		
5350-0001	CAMERA BACKUP SFTY VISION LCD	\$ 2,411.00		
5350-0054	Safety Vision officer's side camera. Requires Safety Vision back-up camera	\$ 1,055.00		
5350-0061	Safety Vision driver's side camera. Requires Safety Vision back-up camera	\$ 1,055.00		
5350-0070	Voyager back-up camera. Camera only - does not include monitor.	\$ 821.00		
5350-0071	Voyager side mtd rear facing camera. Camera only - does not include monitor.	\$ 799.00		
5350-0072	Voyager side mtd rear facing camera. Camera only - does not include monitor.	\$ 799.00		
5350-0073	Voyager forward facing camera mounted upper center area of cab.	\$ 750.00		
5350-0188	Federal Signal back-up camera wire through multiplex display	\$ 793.00		
5350-0199	FireCom intercom kit to include a digital intercom model 5100D, four (4) plug in modules and headset hooks shall be installed within the cab. Headsets are not included and ordered separately	\$ 3,091.00		
5350-0200	FireCom intercom kit to include a digital intercom model 5100D, four (4) in modules and headset hooks shall be installed within the cab and one (1) exterior pump panel plug in module. Headsets are not included and ordered separately	\$ 3,358.00		
5350-0201	FireCom intercom kit to include a digital intercom model 5100D, six (6) plug in modules and headset hooks shall be installed within the cab. Headsets are not included and ordered separately	\$ 3,502.00		

5350-0202	FireCom intercom kit to include a digital intercom model 5100D, six (6) plug in modules and headset hooks shall be installed within the cab and One (1) exterior pump panel plug in module. Headsets are not included and ordered separately	\$ 3,814.00		
5350-0204	FireCom intercom kit to include a digital intercom model 5100D, five (5) plug in modules and headset hooks shall be installed within the cab and one (1) exterior pump panel plug in module. Headsets are not included and ordered separately	\$ 3,585.00		
5350-0205	FireCom wireless intercom kit to include a digital intercom model 5100D, two (2) base transmit units with radio transmission, one (1) base Transmit unit for intercom only (no radios) and four (4) headset hooks shall be installed within the cab. Headsets are not included and ordered separately	\$ 4,775.00		
5350-0206	FireCom wireless intercom kit to include a digital intercom model 5100D, two (2) base transmit units with radio transmission, one (1) base transmit unit for intercom only (no radios) and five (5) headset hooks shall be installed within the cab. Headsets are not included and ordered separately	\$ 4,815.00		
5350-0207	FireCom wireless intercom kit to include a digital intercom model 5100D, two (2) base transmit units with radio transmission, one (1) base transmit unit for intercom only (no radios) and six (6) headset hooks shall be installed within the cab. Headsets are not included and ordered separately	\$ 4,853.00		
5350-0251	Camera system Brigade 360. Includes 4 cameras located front, rear, left and right. Note: cameras must be located as high as possible with side cameras centrally located.	\$ 8,477.00	1	\$ 8,477.00
5350-0252	Brigade Digital Video Recorder model MDR-304 for use with Brigade camera system.	\$ 2,600.00		
5350-0257	Federal Signal officer's side camera. Requires Safety Vision back-up camera	\$ 793.00		
5350-0258	Federal Signal driver's side camera. Requires Safety Vision back-up camera	\$ 793.00		
5380-0004	Compartment light incandescent additional (EA).	\$ 87.00		
5380-0005	Compartment light Truck-Lite LED additional (EA)	\$ 227.00		
5380-0006	Compartment light incandescent additional (EA). Door(s) mounted	\$ 137.00		
5380-0007	Compartment light Truck-Lite LED additional (EA). Door(s) mounted	\$ 311.00		
5380-0011	Compartment light package Truck-Lite LED for small bodies.	\$ 2,092.00		
5380-0012	Compartment light package Truck-Lite LED for medium bodies.	\$ 3,500.00		
5380-0030	Ground light package LED - small	\$ 1,782.00		
5380-0140	Compartment light ROM LED for medical cabinet (EA).	\$ 379.00		
5380-0141	Compartment light package ROM V3 LED for medium bodies. Includes one light per compartment (two if transverse)	\$ 3,428.00		
5380-0142	Compartment light package ROM V3 LED for medium bodies. Includes two lights per compartment (four if transverse)	\$ 6,857.00	1	\$ 6,857.00
5380-0144	Compartment light package Amdor Luma-Bar LED for medium bodies. Includes two lights per compartment (four if transverse).	\$ 5,740.00		
5380-0187	Compartment light package ROM V3 LED for small bodies. Includes one light per compartment (two if transverse)	\$ 2,065.00		
5380-0188	Compartment light package ROM V3 LED for small bodies. Includes two lights per compartment (four if transverse)	\$ 4,217.00		
5380-0189	Compartment light package Amdor Luma-Bar LED for small bodies. Includes one light per compartment (two if transverse)	\$ 1,791.00		
5380-0190	Compartment light package Amdor Luma-Bar LED for small bodies. Includes one light per compartment (two if transverse)	\$ 3,578.00		
5380-0064	Compartment light package Federal Signal LED for small bodies.	\$ 1,673.00		
5380-0065	Compartment light package Federal Signal LED for medium bodies.	\$ 2,845.00		
5380-0067	Ground light package Federal Signal LED - small.	\$ 1,782.00		
5380-0069	Step light package body Federal Signal LED - small.	\$ 1,338.00		
5380-0070	Step light package body Federal Signal LED - large.	\$ 2,012.00		
5380-0077	Compartment light package Amdor Luma-Bar LED for medium bodies. Includes one light per compartment	\$ 2,871.00		
5380-0276	Compartment light package TecNiq T440 4" LED for small bodies.	\$ 687.00		
5380-0277	Compartment light package TecNiq T440 4" LED for medium bodies.	\$ 1,030.00		
5380-0278	Compartment light package TecNiq T440 4" LED for large bodies.	\$ 1,375.00		
5380-0279	Ground light package TecNiq T440 4" LED - small.	\$ 632.00		
5380-0280	Ground light package TecNiq T440 4" LED - large.	\$ 949.00		
5390-0006	Deck Light - Collins FX 12R (pr)	\$ 1,229.00		
5390-0007	Deck/scene light circuit wiring through chassis reverse	\$ 91.00		
5390-0018	Whelen 600 Series Scene Lights 26Deg (pair)	\$ 401.00		
5390-0019	Whelen 700 Series Scene Light 8-32Deg (pr)	\$ 394.00		
5390-0025	Cab scene lights are to be switched with cab doors in addition to standard.	\$ 91.00		
5390-0020	Whelen 900 series Gradient Opti-Scene light (PR)	\$ 401.00		

5390-0039	Federal Signal GH Scene Lights (pair)	\$	507.00		
5390-0042	Whelen 900 series model 90C0ENZR Super LED Opti-Scene light (PR)	\$	1,936.00	3	\$ 5,808.00
5390-0048	Whelen 600 series gradient Super LED scene lights (PR)	\$	1,174.00	1	\$ 1,174.00
5390-0073	Deck Light - Whelen LED model PFBP12C (PR)	\$	1,243.00		
5390-0076	Hose bed light Truck-Lite LED model 81380	\$	237.00		
5390-0088	Crosslay light Whelen PFBP12C LED.	\$	623.00		
5390-0089	Hose bed light Whelen PFBP12C LED	\$	623.00		
5390-0102	Crosslay light Truck-Lite LED model 81380	\$	237.00		
5390-0157	Hosbed Light Amdor Lumabar	\$	1,365.00		
5150-0037	Zico backing light (PR) with white painted housing model #ZQL-RV-H7614	\$	460.00		
5400-0039	Handheld spotlight, Specialty 2150 with mouting bracket	\$	448.00		
5400-0042	Map Light - Sunnex	\$	383.00		
5400-0043	Maplight-Little Lt 18" Flex	\$	259.00		
5400-0065	Map light, Littlite 18" flexible LED	\$	297.00	1	\$ 297.00
5450-0003	500W Kwik Raze Quartz Light, w/Int Pole	\$	799.00		
5450-0004	500W Kwik Raze Quartz Light, w/Ext Pole	\$	1,254.00		
5450-0008	750W FRC Quartz Light, w/Int Pole	\$	1,768.00		
5450-0009	750W FRC Quartz Light, w/Ext Pole	\$	1,869.00		
5450-0022	Quartz light Fire Research Optimum 150W/12V model OPA802-HD15-01 with brow mount	\$	1,803.00		
5450-0023	Quartz light Fire Research Optimum 150W/12V model OPA510E-HD15-SW with internal pole	\$	2,159.00		
5450-0033	Quartz light Fire Research Optimum 150W/12V model OPA530-HD15-SR-SW with side mount external pole.	\$	2,410.00		
5450-0034	900W 220V MagnaFire Quartz Light, Portable	\$	746.00		
5450-0035	900W 220V MagnaFire Quartz Light, Recessed	\$	1,029.00		
5450-0036	900W 220V MagnaFire Quartz Light, Perm Mnt	\$	1,194.00		
5450-0037	900W 220V MagnaFire Quartz Light, w/Int Pole	\$	1,135.00		
5450-0038	900W 220V MagnaFire Quartz Light, w/Ext Pole	\$	1,485.00		
5450-0039	900W 220V MagnaFire Quartz Light, Tripod	\$	1,615.00		
5450-0041	900W 220V MagnaFire Quartz Light, w/ Cab Mnt	\$	1,046.00		
5450-0045	750W MagnaFire Quartz Light, Portable	\$	688.00		
5450-0046	750W MagnaFire Quartz Light, Recessed	\$	1,068.00		
5450-0047	750W MagnaFire Quartz Light, PermMnt	\$	1,235.00		
5450-0048	750W MagnaFire Quartz Light, w/Int Pole	\$	1,225.00		
5450-0049	750W MagnaFire Quartz Light, w/Ext Mnt	\$	1,557.00		
5450-0050	750W MagnaFire Quartz Light, Tripod	\$	1,793.00		
5450-0052	750W MagnaFire Quartz Light, Cab Mnt	\$	971.00		
5450-0054	1500W Kwik Raze Quartz Light, w/Int Pole	\$	907.00		
5450-0055	1500W Kwik Raze Quartz Light, w/Ext Pole	\$	1,360.00		
5450-0122	Whelen Pioneer Plus model PFP2 12V with brow mount (EA)	\$	2,641.00	1	\$ 2,641.00
5450-0123	Whelen Pioneer Plus LED model PFP2 12V with PBAPEDD pedestal mount	\$	2,643.00		
5450-0124	Whelen Pioneer model PFA2 with brow mount (EA)	\$	2,147.00		
5450-0258	Whelen Pioneer Plus model PFP2 12V with internal top raise pole	\$	2,664.00		
5450-0259	Floodlight Whelen PFP2AC with external mount tripod telepole	\$	3,706.00		
5450-0139	Whelen Pioneer Plus model PFP1AC 120V with recess mount	\$	1,634.00		
5450-0286	Whelen Pioneer model PCP2 with external bottom raise pole	\$	2,947.00		
5450-0143	Whelen 12V Pioneer model PFP2 with PBA203 recess mount	\$	2,540.00		
5450-0144	Fire Research Evolution 12V LED scene light model FCA530-V15-SW-H with external push-up pole	\$	2,708.00		
5450-0262	Whelen Pioneer model PFP2 12V with external bottom raise pole	\$	2,964.00		
5450-0154	Fire Research Evolution 12V LED scene light model FCA510E-V15-SW with internal pull-up pole	\$	2,708.00		
5450-0155	Fire Research Evolution 12V LED scene light model FCA802-V15 with brow mount	\$	2,330.00		
5450-0161	Whelen 12V Pioneer model PCP2 with internal push-up pole mount	\$	2,735.00		
5450-0265	Whelen Pioneer model PFP2AC 120V with internal top raise pole	\$	2,995.00		
5450-0264	Whelen Pioneer Plus model PFP2AC 120 volts with permanent mount	\$	2,841.00		
5450-0261	Whelen Pioneer model PFP2AC 120V with external bottom raise pole	\$	3,067.00		
5450-0166	Whelen Pioneer Plus model PFP2AC 120V with recess mount	\$	3,033.00		
5450-0170	Fire Research Evolution 12V LED model FCA210-V12 with recess mount	\$	2,148.00		
5450-0171	Whelen Pioneer model PFA1 with PBA103 recess mount	\$	1,577.00		
5450-0172	Whelen Pioneer Plus model PFP1 12V with vertical bail mount	\$	1,577.00		
5450-0174	Whelen Pioneer Plus model PFP1AC 120V with recess mount	\$	1,634.00		
5450-0270	Fire Research Spectra 12V LED model SPA510E-Q20-SW with internal pull-up pole	\$	2,769.00		

5450-0183	Fire Research Spectra 12V LED scene light model SPA530E-Q20-SW-H 2, with external push-up pole.	\$ 3,238.00		
5450-0186	Whelen Pioneer model PFA1 A/C with vertical bail mount	\$ 1,299.00		
5450-0191	Fire Research Spectra 120V LED model SPA600-K20-ON-SPA603 with 40" telescopic tripod pole	\$ 3,735.00		
5450-0192	Fire Research Spectra 120V LED model SPA830-K20 with universal brow mount (EA)	\$ 2,829.00		
5450-0193	Fire Research Spectra LED 110V model SPA510-K20 with internal pull-up pole	\$ 2,892.00		
5450-0267	Whelen 150W/120V model KR-7PFPAC2-HD with portable base	\$ 2,765.00		
5460-0000	Will Burt Night Scan NS3.0-3000M Light Mast	\$ 25,862.00		
5460-0001	Will Burt Night Scan NS3.0-4500 Light Mast	\$ 28,183.00		
5460-0002	Will Burt Night Scan NS4.5-3000M Light Mast	\$ 26,584.00		
5460-0003	Will Burt Night Scan NS4.5-4500M Light Mast	\$ 28,635.00		
5460-0004	Will Burt Night Scan NS4.5-6000A Light Mast	\$ 25,075.00		
5460-0011	Will Burt Night Scan NS1.8-3000A Light Mast	\$ 15,245.00		
5460-0013	LT TWR COMMAND LT CL605	\$ 24,202.00		
5460-0014	LT TWR COMMAND LT CL610	\$ 21,682.00		
5460-0019	LT TWR COMMAND LT CL611	\$ 23,369.00		
5460-0020	Night Scan Powerlite NS3.0-4500 Profiler light tower with three (3) 1500 watt, 230 volt Optimum Fire Research quartz light heads.	\$ 24,076.00		
5460-0021	Command Light light tower model CL 615. Includes (6) 1500 watt quartz halogen lights	\$ 23,369.00		
5460-0022	Command Light Knight tower model KL450. Includes (6) 500 watt quartz halogen lights	\$ 13,802.00		
5460-0024	Command Light light tower model SL429-RT. Includes (2) 1500 watt quartz halogen lights	\$ 10,279.00		
5460-0026	Night Scan Chief NS1.8-3000A light tower with two 1500 watt 230 volt quartz Night Scan Chief NS1.8-3000A light tower with two 1500 watt 230 volt quartz	\$ 15,245.00		
5460-0027	Command Light tower option, back lighting	\$ 2,390.00		
5460-0031	Night Scan Chief NS1.8-3000M light tower with four 750 watt 115 volt MagnaFire quartz light heads	\$ 16,754.00		
5460-0033	Night Scan Powerlite NS4.5-3600M light tower with four 900 watt 230 volt MagnaFire quartz light heads	\$ 23,743.00		
5460-0053	Command Light light tower model CL602A with Whelen PFP2AC lighthoods	\$ 38,507.00		
5460-0066	Command Light light tower model CL602D with Whelen PFP2 12V lighthoods. Includes (4) 150 watt LED lights	\$ 31,928.00		
5460-0067	Night Scan Chief NS2.3-600LED Whelen light tower with (4) 150 watt 12V Whelen Pioneer PFP2 LED light heads	\$ 20,143.00		
5460-0072	Night Scan Powerlite NS3.0-900WHL light tower with (6) 150 watt 120 volt Whelen Pioneer PFP2AC LED light heads	\$ 41,875.00		
5460-0073	Night Scan Chief NS1.8-600WHL 120V Whelen light tower with (4) 150 watt 120 volt Whelen Pioneer PFP2AC LED light heads	\$ 29,696.00		
5460-0074	Night Scan Chief NS1.8-600 Whelen light tower with (4) 150 watt 12V Whelen Pioneer PFP2 LED light heads	\$ 20,312.00		
5460-0075	Night Scan Powerlite NS4.5-900WHL light tower with (6) 150 watt 120 volt Whelen Pioneer PFP2AC LED light heads	\$ 42,855.00		
5460-0076	Night Scan Powerlite NS4.5-600WHL light tower with (4) 150 watt 120 volt helen Pioneer PFP2AC LED light heads	\$ 36,280.00		
5460-0077	Night Scan Chief NS2.3-600LED Whelen light tower with (4) 150 watt 110V Whelen Pioneer PFP2AC LED light heads	\$ 29,990.00		
5460-0080	Night Scan Chief NS2.3-920SPA 12V FRC light tower with (4) 230 watt 12 volt FRC Spectra LED light heads	\$ 27,027.00		
5460-0090	Command Light light tower model CL602A with FRC 120V Spectra lighthoods. Includes (6) 220 watt LED lights. Location	\$ 35,147.00		
5460-0091	Command Light light tower model CL602D with FRC Spectra 12V lighthoods. Includes (4) 220 watt LED lights	\$ 31,928.00		
5470-0000	Twist lock body receptacle, 15, 110 volt (each)	\$ 361.00		
5470-0001	Twist lock body receptacle, 20, 110 volt (each)	\$ 376.00		
5470-0002	Twist lock body receptacle, 30 amp, 110 volt (each)	\$ 405.00		
5470-0004	Receptacle, 15 or 20 amp, 110 volt, 3 prong	\$ 355.00		
5470-0011	Twist lock body receptacle, 15 amp, 220 volt (each)	\$ 524.00		
5470-0012	Twist lock body receptacle, 20 amp, 220 volt (each)	\$ 524.00		
5470-0014	Twist lock body receptacle, 30 amp, 220 volt (each)	\$ 713.00		
5500-0010	Federal Q2B siren - Flush mounted in bumper	\$ 3,493.00		
5500-0011	Federal Q2B siren - Pedestal mounted on bumper	\$ 3,147.00	1	\$ 3,147.00
5500-0015	Whelen model 295SLSA1 siren with microphone	\$ 1,084.00		
5500-0017	Whelen model 295HFSM1 siren with mechanical siren tone	\$ 1,192.00		

5500-0041	Federal electronic Q2B-EF siren. Includes two (2) ES100 speakers	\$	4,537.00		
5550-0007	Whelen LED 8/2 lower level warning light package. Includes (8) 600 series and (2) 500 series light heads w/weatherproof connectors.	\$	4,050.00		
5550-0010	Whelen 600 series LED lower level warning light package. Includes (10) LED light heads w/weatherproof connectors.	\$	4,454.00		
5550-0012	Whelen 600 series strobe lower level warning light package. Includes (10) strobe lights w/weatherproof connectors and required power supplies.	\$	4,191.00		
5550-0014	Federal Signal GS5 strobe lower level warning light package. Includes (10) Lights and required power supplies.	\$	4,036.00		
5550-0021	Federal Signal GL5 LED lower level warning light package. Includes Ten (10) GL5-R lights.	\$	3,230.00		
5550-0054	Whelen 600 series Super LED lower level warning light package. Includes (10) red LED light heads	\$	3,536.00		
5550-0055	Federal Signal QuadraFlare LED lower level warning light package. Includes (10) QL64XF-R LED light heads with bezels. Locate side facing lights:	\$	2,957.00		
5550-0059	Whelen Super LED lower level warning light package. Includes (8) 600 LED light heads and (2) 500 LED light heads w/chrome flanges.	\$	3,341.00		
5550-0067	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 7, alternating quad flash (75 QFPM).	\$	105.00		
5550-0069	Flash rate for Federal QuadraFlare LED lower level warning lights to be set at pattern 5, alternating double flash (150 DFPM).	\$	105.00		
5550-0072	Whelen 600 series Super LED lower level warning light package. Includes (8) red/amber and (2) red LED light heads w/chrome flanges. .	\$	3,986.00		
5550-0073	Whelen Super LED lower level warning light package. Includes (8) 600 Super LED light heads and (2) 900 Super LED light heads w/chrome flanges where applicable.	\$	3,891.00		
5550-0093	Whelen Super LED lower level warning light package. Includes (6) 600 LED light heads, (2) 400 LED light heads and (2) 500 LED light heads w/chrome flanges.	\$	3,188.00		
5600-0020	Warning light Whelen 600 series LED (PR) amber. Surface mounted with weatherproof connector. Requires engineering approval for NFPA applications.	\$	920.00		
5600-0021	Warning light Whelen 600 series LED (PR) red. Surface mounted with weatherproof connector.	\$	920.00		
5600-0024	Warning light Whelen 600 series LED (PR) red. Surface mounted with weatherproof connector.	\$	1,663.00		
5600-0033	Whelen beacon with halogen rotator and 700 series strobe (PR) Model B6R with red domes and [#COL] strobes. Location . Requires power pack.	\$	1,007.00		
5600-0034	Federal Model SY12FS Sentry (PR) with [#COL] domes. .	\$	456.00		
5600-0036	Federal Model IVP100 Vector pod (PR) with [#COL] domes. .	\$	457.00		
5600-0038	Federal Model IVP200F Vector pod warning light (PR) with [#COL] filters. .	\$	591.00		
5600-0040	Whelen beacon Model RB6PAP (PR) with amber lenses. Located one (1) each side at rear.	\$	666.00		
5600-0048	Warning light Federal Signal GL5 LED (PR) red.	\$	752.00		
5600-0049	Warning light Federal Signal GS5 strobe (PR) [#COL]. Requires power pack or option w/spare power pack outlets. Requires engineering approval for NFPA applications. Location(s):	\$	464.00		
5600-0051	Warning light Federal Signal GL5 LED (PR) amber.	\$	673.00		
5600-0052	Federal Signal SPS4-NFPA (4) place 90 watt strobe power supply. Required when using Federal Signal strobes.	\$	776.00		
5600-0067	Federal Signal Model #100 beacon (PR) with [#COL] domes. .	\$	673.00		
5600-0074	Opticom Emitter 3M #792H. Emitter and control only. Wire through parking brake	\$	3,560.00		
5600-0075	Opticom Emitter 3M #592 Chrome. Emitter and dash control only	\$	4,230.00		
5600-0078	Whelen Super LED beacon (PR) Model L31H with [#COL] domes. Location .	\$	2,200.00		
5600-0079	Whelen beacon with halogen rotator and 700 series LED (PR) Model B6TM with red domes and [#COL] LEDs. Location .	\$	1,665.00		
5600-0080	Whelen beacon with LED upper beacon and 700 series Super LED (PR) Model B6LED with red domes and [#COL] LEDs. Location .	\$	3,369.00		
5600-0086	Whelen beacon Model RB6T (PR) with [#COL] domes.	\$	473.00		
5600-0087	Warning light Code 3 65BZA LED (PR) amber. Surface mounted with bezel.	\$	676.00		
5600-0088	Warning light Code 3 65BZR LED (PR) Red. Surface mounted with bezel.	\$	676.00		
5600-0089	Warning Light Code3 model #65BZRW split red/clear LED with chrome bezel (PR).	\$	888.00		
5600-0090	Warning light Federal Signal QL64XF LED (PR) red. Surface mounted with bezel.	\$	715.00		
5600-0094	Warning light Federal Signal QL64XF LED (PR) amber. Surface mounted with bezel.	\$	715.00		
5600-0098	Warning light Whelen 600 series Super LED (PR) amber.	\$	711.00		
5600-0099	Warning light Whelen 600 series Super LED (PR) red.	\$	711.00		

5600-0100	Warning light Whelen 600 series Super LED (PR) blue with clear lens.	\$ 711.00		
5600-0101	Whelen beacon with halogen rotator and 700 series LED (PR) Model B6TM with amber dome on driver side, red dome officer side and [#COL] LEDs. Location .	\$ 1,665.00		
5600-0105	Hazard (door ajar) light 2" LED IPOS incandescent.	\$ 41.00		
5600-0112	Warning light Whelen 600 series LED (PR) blue. Surface mounted.	\$ 1,056.00		
5600-0118	Warning light Whelen 500 series TIR6 Super LED (PR) red	\$ 600.00		
5600-0128	Warning light Whelen 600 series split Super LED (PR) red/amber	\$ 922.00		
5600-0129	Warning light Whelen 600 series split Super LED (PR) red/clear	\$ 992.00		
5600-0130	Whelen model UFM8 LED flasher (PR). Flashers will control lower level warning lights ipo internal flashers. Locate (1) in cab and (1) in body.	\$ 1,310.00		
5600-0133	Whelen 900 series Super LED model 90RR5FRR (PR) red	\$ 1,398.00		
5600-0139	Whelen beacon with LED upper beacon and 700 series Super LED (PR) Model B6LED with red LEDs/clear domes and [#COL] LEDs/clear lenses.	\$ 3,370.00		
5600-0140	Warning light circuit wiring through chassis reverse	\$ 91.00		
5600-0143	Warning light Whelen 600 series Super LED (PR) red w/clear lens	\$ 711.00		
5600-0154	Warning light Whelen 600 series Super LED (PR). Red driver, blue officer surface mounted	\$ 711.00		
5600-0173	Federal MicroEscape NFPA compliant LED beacons (PR) clear lenses	\$ 1,783.00		
5600-0182	Whelen beacon with LED upper beacon and 700 series Super LED (PR) Model B6LED	\$ 3,369.00		
5600-0216	Warning light Whelen M9 series Super LED (PR) red	\$ 1,611.00		
5600-0241	Warning light Whelen M6R series Linear Super LED (PR)	\$ 813.00		
5600-0251	3M Opticom GPS vehicle system kit. Includes antenna, radio and control unit. Wired through park brake	\$ 9,803.00		
5600-0269	Whelen Super LED beacon (PR) model L31H with red driver, amber officer LED and clear domes	\$ 2,200.00		
	Custom Cab Chassis Options:			
1050-0001	WHEELS FRONT ALUM (2) ALCOA	\$ 2,138.00	1	\$ 2,138.00
1050-0003	WHEELS REAR ALUM (4) ALCOA	\$ 4,269.00	1	\$ 4,269.00
1050-0005	WHEELS REAR ALUM (8) ALCOA	\$ 8,534.00		
1050-0007	Front axle wheel trim kit. Includes stainless steel lug nut covers and center cap with E-ONE logo.	\$ 287.00	1	\$ 287.00
1050-0008	Rear axle (single) Wheel Trim kit. Includes stainless steel lug nut covers and center cap with E-ONE logo. E-ONE custom chassis w/ steel wheels will have chrome plated plastic lug covers.	\$ 353.00	1	\$ 353.00
1050-0009	Rear axle (tandem) Wheel Trim kit. Includes stainless steel lug nut covers and center caps with E-ONE logo. E-ONE custom chassis w/ steel wheels will have chrome plated plastic lug covers.	\$ 785.00		
1050-0044	WHEELS FRT ALUM (2) ACCURIDE	\$ 2,076.00		
1050-0045	WHEELS RR ALUM (4) ACCURIDE	\$ 4,144.00		
1100-0001	Meritor EX225 17" disc brakes for front axle.	\$ 1,447.00		
1100-0003	Meritor EX225 17" disc brakes for rear axle, maximum capacity 27,000lb.	\$ 1,447.00	1	\$ 1,447.00
1100-0004	Meritor EX225 17" disc brakes for rear axles, maximum capacity 54,000lb.	\$ 2,210.00		
1100-0011	ROLL STABILITY CONTROL	\$ 2,341.00		
1100-0020	COMP FITTING DOT BRAKE LINES	\$ 1,448.00		
1100-0024	G4 Electronic Stability Control (4x2)	\$ 4,117.00		
1100-0026	G4 Electronic Stability Control (6x4)	\$ 4,909.00		
1110-0007	AIR LINES BRAIDED	\$ 2,666.00		
1150-0007	Tray center of bumper with slat	\$ 801.00		
1150-0019	Tray driver side bumper outboard with slats	\$ 732.00		
1150-0028	Tray officer side bumper outboard with slats	\$ 732.00		
1150-0054	Hinged diamond plate lid for driver side bumper tray. Includes 1/4 turn latch	\$ 319.00		
1150-0055	Hinged diamond plate lid for center bumper tray. Includes 1/4 turn latch	\$ 352.00		
1150-0056	Hinged diamond plate lid for officer side bumper tray. Includes 1/4 turn	\$ 319.00		
1150-0085	Nylon black strap on officer side front bumper tray (EA).	\$ 91.00		
1150-0086	Nylon black strap on driver side front bumper tray (EA).	\$ 91.00		
1150-0087	Nylon black strap on center front bumper tray (EA).	\$ 91.00		
1160-0008	3/16" Front Bumper Gravel Shield IPOS	\$ 150.00		
1350-0011	Fuel pump electric w/reprime	\$ 487.00	1	\$ 487.00
1350-0012	Fuel shutoff valve (EA)	\$ 124.00	2	\$ 248.00
1350-0013	FUEL/WATER SEPARATOR RACOR	\$ 849.00	1	\$ 849.00

1535-0002	Driver side cab wheel well medical cabinet approximately 42x22(25 Quest)x28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	\$ 2,369.00		
1535-0003	Officer side cab wheel well medical cabinet approximately 42x22(25 Quest)x28. Includes external locking roll-up door and interior hinged door with locking push-button latch. Cabinet includes (2) adjustable shelves.	\$ 2,369.00		
1535-0004	Medical cabinet mounted on rear wall of cab 48X32X24 with a locking roll up door. Lower door opening raised to provide hand clearance.	\$ 4,910.00		
1535-0005	Medical cabinet mounted on rear wall of cab 48X40X20 with locking roll up door. Lower door opening raised to provide hand clearance.	\$ 4,617.00		
1535-0006	Medical cabinet mounted on rear wall of cab 55X32X19 with a locking roll up door. Lower door opening raised to provide hand clearance.	\$ 3,148.00		
1535-0007	Medical cabinet mounted on rear wall of cab 55X40X20 with a locking roll up door. Lower door opening raised to provide hand clearance.	\$ 3,926.00		
1535-0012	Medical cabinet mounted on the wheel well driver side of cab 45X24X21 with a locking roll up door.	\$ 2,947.00		
1535-0013	Medical cabinet mounted on the wheel well officer side of cab 45X24X21 with a locking roll up door.	\$ 2,947.00		
1535-0261	Upper forward vista area cabinet. Cabinet to be full width and height of vista area by approx 20" deep (at the bottom) located forward of rear cab doors.	\$ 3,713.00		
1540-0008	Map Suspended with Officer's Map Storage	\$ 803.00		
1540-0017	Map box with angled top on rear engine cover	\$ 960.00		
1540-0037	Map box suspended with drop down doors. 15H x 37.5W x 14D	\$ 665.00		
1550-0017	S/S door pan IPO ABS	\$ 1,578.00		
1615-0001	Vista Roof 12" raise with full height rear crew doors	\$ 4,212.00	1	\$ 4,212.00
1615-0002	Vista Roof 16" raise with full height rear crew doors	\$ 4,409.00		
1615-0003	Vista Roof 20" raise with full height rear crew doors	\$ 4,608.00		
1670-0001	Ramco 6001FFR mirrors. Remote controlled with top CAS750 convex	\$ 1,793.00	1	\$ 1,793.00
1670-0003	Velvac #2010 mirrors. Door mounted with remote control and heat.	\$ 765.00		
1670-0015	Velvac #2010 mirrors with marker light. Remote controlled and heated.	\$ 805.00		
1670-0038	Lang Mekra mirrors w/LED marker lights and turn signals. Door mounted west coast style with convex, remote control and heat	\$ 1,549.00		
1675-0033	Chrome Fire Bell with Eagle mounted on extended front bumper	\$ 1,602.00		
1680-0000	Air intake emergency shutdown. Dash mounted guarded switch	\$ 1,872.00		
1680-0001	BLOCK HEATER-1000 WATT	\$ 590.00		
1680-0005	Thermatic Fan Clutch	\$ 1,637.00		
1680-0022	Auto lube system Vogel. Chassis points only.	\$ 4,853.00		
1685-0112-4	RollTech Side Air Bag System. For four (4) seats	\$ 6,273.00		
1685-0112-5	RollTech Side Air Bag System. For five (5) seats	\$ 9,043.00		
1685-0112-6	RollTech Side Air Bag System. For six (6) seats	\$ 10,491.00		
1685-0112-8	RollTech Side Air Bag System. For eight (8) seats	\$ 13,452.00		
1685-0161	Severe duty dash package for Typhoon or CII	\$ 1,090.00		
1685-0201	Severe duty dash package. Officer cab dash notched for MDT slide-out bracket(s). Typhoon or CII	\$ 1,328.00	1	\$ 1,328.00
1685-0234	Cup holders; severe duty dash. (1) each side of forward engine cover. Holders to match cab interior.	\$ 267.00		
1685-0240	Slide-out MDT mount officer cab dash with dock. Requires severe duty dash w/MDT notch	\$ 1,695.00		
1685-0291	4Front air bag system with steering wheel bag, driver knee bag and officer knee bag. Requires RollTek option.	\$ 5,102.00		
1700-0005	ALT-320AMP LEECE NEVILLE	\$ 3,746.00		
1700-0006	ALT-400AMP NIEHOFF	\$ 6,558.00		
1750-0009	RADIO AM/FM CD-WEATHER BAND	\$ 923.00	1	\$ 923.00
1750-0010	RADIO SPEAKERS ADDL PAIR	\$ 311.00	1	\$ 311.00
1750-0013	Turn signal Whelen 600 LED arrow amber pair located [#LOC]	\$ 734.00		
1750-0083	Turn signal Federal Signal QuadraFlare QL64Z-ARROW LED amber pair located [#LOC]	\$ 312.00		
8100-0084	All applicable pump/pre-connect application modules are to have a job color finish. Includes upper and lower pump modules, crosswalk module and/or speedlay/pre-connect module (as applicable).	\$ 715.00		
8100-0077	Two-Tone Cab Paint	\$ 1,474.00		
	Commercial Chassis Options			
M2-001	Aluminum Wheels for Freightliner Chassis	\$ 1,198.00		

M2-002	Two Tone Paint with One Break Line ILO Solid for Freightliner Chassis	\$	3,315.00		
IH-001	Aluminum Wheels for International Chassis	\$	1,139.00		
IH-002	Two Tone Paint for Interantonal 2-Door Chassis	\$	728.00		
KW-002	Two Tone Paint for Kenworth 2-Door Chassis	\$	1,328.00		
	LADDER AND LOOSE EQUIPMENT				
	GROUND LADDERS				
7800-0002	LADDER 10' FOLDING	\$	300.00		
7800-0007	Ladder Roof PRL-14 Alco-Lite	\$	511.00		
7800-0010	Ladder Roof PRL-16 ALCO-LITE	\$	614.00		
7800-0016	Alco-Lite PEL-24' 2-section extension ladder	\$	1,044.00		
7800-0023	Alco-Lite PEL3-35 3 Section Extension Ladder	\$	1,844.00		
	LOOSE EQUIPMENT				
7550-0003	Extinguisher ABC w/Brkt-20#	\$	283.00		
7550-0004	Ext 2.5 Gal Water Press w/Brkt	\$	225.00		
7600-0016	Wheel Chocks-44" NFPA Compliant (pr)	\$	612.00		

Total Published Options \$ 155,108.00

Add Bracket Air Pack Bostrom Secure All	\$ 567.00	2	\$ 1,134.00
Add Seat Bostrom Rear wall air ride	\$ 1,466.00	2	\$ 2,932.00
Add Arm Rests to seats	\$ 535.00	2	\$ 1,070.00
Add cab interior black	\$ 375.00	1	\$ 375.00
Add plate with swirl on engine access cover	\$ 273.00	1	\$ 273.00
Add insulation package hot climate	\$ 2,488.00	1	\$ 2,488.00
Add Cup Holders	\$ 155.00	2	\$ 310.00
Add Kussmaul 40 Amp Battery charger	\$ 739.00	1	\$ 739.00
Add switch horn and 2 position DOT/AH	\$ 105.00	1	\$ 105.00
Add pushbutton switch at officers dash	\$ 100.00	1	\$ 100.00
Add customer supplied antenna	\$ 184.00	4	\$ 736.00
Add cab 12 volt outlet hot	\$ 64.00	1	\$ 64.00
Add roof top storage drivers and officers side	\$ 2,735.00	2	\$ 5,470.00
Add Rescue pumper with upper and side storage	\$ 2,296.00	1	\$ 2,296.00
Add Rear Tailboard 10" full width of body	\$ 974.00	1	\$ 974.00
Add Tailboard mod Boston Style	\$ 482.00	1	\$ 482.00
Add fwd body pct/Misc Storage e-Max	\$ 2,773.00	1	\$ 2,773.00
Add keyed roll up doors	\$ 148.00	6	\$ 888.00
Add storage compartment package	\$ 2,824.00	1	\$ 2,824.00
Add air outlet valve	\$ 284.00	1	\$ 284.00
Add tray removable speedlay trays	\$ 583.00	2	\$ 1,166.00
Add Tank to Pump 3" Akron Air with 4" tank connection	\$ 1,722.00	1	\$ 1,722.00
Add step below pump panel EMAX	\$ 1,096.00	1	\$ 1,096.00
Add Aluminum Hosebed Divider	\$ 534.00	4	\$ 2,136.00
Add hosebed storage pan	\$ 802.00	1	\$ 802.00
Add apparatus body to be 90"	\$ 2,531.00	1	\$ 2,531.00
Add overlay seamless roof top compartments	\$ 2,848.00	1	\$ 2,848.00
Add storage pan EMAX	\$ 479.00	1	\$ 479.00
Add hosebed walkway diamond plate drivers	\$ 502.00	1	\$ 502.00
Add E-One pump 1500 GPM	\$ 10,631.00	1	\$ 10,631.00
Add Darley Pump Overheat	\$ 799.00	1	\$ 799.00
Add 6" Intake Akron Electric Valve with Relief	\$ 3,854.00	2	\$ 7,708.00
Add Darley Pump primer electric	\$ 2,189.00	1	\$ 2,189.00
Add Intake front w/5" relief low s	\$ 7,281.00	1	\$ 7,281.00
Add Intake 2.5" LH panel valve with droop	\$ 1,452.00	1	\$ 1,452.00
Add Adapter 5" NST	\$ 415.00	1	\$ 415.00
Add 2.5" RH pnl Akron manual	\$ 1,199.00	1	\$ 1,199.00
Add 2.5 RH FR HB Akron Manual	\$ 1,561.00	1	\$ 1,561.00
Add 3.0" Deck Gun Manual Akron	\$ 1,770.00	1	\$ 1,770.00
Add discharge 1.5" Speedlay Akron Manual	\$ 2,031.00	1	\$ 2,031.00
Add discharge LH/RH Panel Akron Manual	\$ 1,356.00	2	\$ 2,712.00
Add discharge 2.5" RH Front HB2 Akron Manual	\$ 1,561.00	1	\$ 1,561.00
Add discharge 4" RH Panel Akron Electric	\$ 5,058.00	1	\$ 5,058.00
Add Monitor TFT Hurricane 1250	\$ 3,918.00	1	\$ 3,918.00
Add Booster Reel Front Bumper Center	\$ 6,663.00	1	\$ 6,663.00
Add Class 1 TPG Plus Pressure Governor	\$ 3,177.00	1	\$ 3,177.00
Add 2.5" Pressure gauge 30-0-400	\$ 148.00	2	\$ 296.00
Add Foam system perf test 2009 NFPA	\$ 306.00	1	\$ 306.00
Add additional Vista display	\$ 1,927.00	1	\$ 1,927.00
Add Whelen Light Package Super LED 6/2/2	\$ 3,230.00	1	\$ 3,230.00
Add Tomar Emitter	\$ 1,559.00	1	\$ 1,559.00
Add Whelen 900 Super LED Red/Blue	\$ 1,286.00	4	\$ 5,144.00
Add bezel for Whelen 900 Tomar	\$ 197.00	1	\$ 197.00
Add Siren Federal Unitrol	\$ 1,671.00	1	\$ 1,671.00
Add Speaker Federal Dynamax ES100	\$ 583.00	2	\$ 1,166.00
Add license plate bracket	\$ 43.00	1	\$ 43.00
Add Ground Light Package EON LED Large	\$ 1,376.00	1	\$ 1,376.00
Add Deck light wiring circuit	\$ 84.00	1	\$ 84.00
Add Pump compartment LED	\$ 394.00	1	\$ 394.00
Add Unity 6" Spotlights PR	\$ 482.00	1	\$ 482.00
Add Lights PNL LED PKG SM EMAX	\$ 408.00	1	\$ 408.00
Add Foot Switch Q2B	\$ 125.00	2	\$ 250.00
Add Programming Instructions	\$ 131.00	1	\$ 131.00
Add camera diamond plate shield	\$ 228.00	1	\$ 228.00
Add 12 Volt Lead Hot	\$ 86.00	3	\$ 258.00
Add Hose Booster Reel 50' length	\$ 429.00	3	\$ 1,287.00
Add 2 tone color	\$ 1,356.00	1	\$ 1,356.00
Add Letter Sign Gold 6"	\$ 21.00	32	\$ 672.00
Add Letter Shade and Outline	\$ 7.00	64	\$ 448.00
Add Letter Sign Gold 4"	\$ 17.00	32	\$ 544.00
Add Sign Gold Stripe 3/4" Wide	\$ 274.00	1	\$ 274.00
Add single trim 1"/1" gap	\$ 699.00	1	\$ 699.00
Add stripe Hockey Scotchlite 4"	\$ 941.00	1	\$ 941.00
Add 3M DG 6" Chevron at Rear	\$ 2,562.00	1	\$ 2,562.00
Add additional operator and service manuals	\$ 54.00	1	\$ 54.00
Add David Clark Headsets and Antennas	\$ 8,729.47	1	\$ 8,729.47
Add TFT Blitzfire Nozzles	\$ 3,600.00	1	\$ 3,600.00

Total \$ 189,259.47



Legislation Description

File #: 16-287, **Version:** 1

FISCAL YEAR 2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to approve the expenditures from the Municipal Arts Fund recommended by the Glendale Arts Commission for the Fiscal Year (FY) 2016-17 Performing Arts Partnership Program.

Background

In 1996, Council established the Performing Arts Partnership Program. Under this program, funds from the municipal arts fund are used to fund and administer the city's public art and performing arts program. Expenditures for the Annual Performing Arts Partnership Program are recommended by the Glendale Arts Commission through its annual Arts Projects Plan and are subject to approval by City Council through the annual budget review process.

Since the program started in 1996, the Council has approved approximately \$666,800 to sponsor 218 performing arts projects that have benefited thousands of Glendale school children and residents.

Beginning in January 2016, proposals for performing arts projects to be held in Glendale were solicited from non-profit arts organizations, performing artists, schools and government agencies. After a three-month, open, competitive application and review process by the Glendale Arts Commission, the city received 15 qualifying proposals. The Arts Commission reviewed the applications and met on April 21, 2016, to evaluate, score and vote on which proposals to forward to the Council for formal consideration.

Analysis

Of the 15 applications submitted for funding support of projects in FY 2016-17, the following 11 are being recommended by the Arts Commission for full funding:

- \$4,000 - ABT Performing Arts Association, Inc. will present four *Theatre for Young Audiences* shows, based on classic and popular children's literature, in Glendale. *The Cat in the Hat*, *Junie B. Jones* and *Cinderella*, *Cinderella* will be presented at the Glendale Main Library, and one show (choice TBD) will be presented at the Foothills Branch Library.
- \$4,000 - Ballet Arizona will conduct the *Class Act Program* with 4th and 5th graders at Don Mensendick Elementary School. The program will bring three Ballet Arizona professional dancers to teach children the basic elements of dance over three, one-hour after-school sessions and guide them in the creation of three

choreographed dances, which will be presented at the school's annual talent show.

- \$4,000 - The Boys & Girls Clubs of Metropolitan Phoenix will conduct the *Japanese Taiko Drumming Project* with guest artist, Eileen Morgan. The project will include 18 teaching workshops for youth at the Swift Kids Club in Glendale. The project will culminate in two public performances to be held during fall 2016 at the *Swift Kids Club's Day for Kids Thanksgiving Celebration* in November and the *Glendale Glitters Parade* in December.
- \$4,000 - Brelby Theatre Company will present 8 to 10 performances in March, April & May 2017 from their *Theatre for Young Audiences* series with half to be held at the Murphy Park Amphitheatre and the other half at the Brelby Studio.
- \$4,000 - Center Dance Ensemble (CDE) will conduct nine performances at five schools from the Glendale Elementary District of its *2016-17 School Tour, From Ballet to Beyoncé*. Target schools are Bicentennial South (two performances), Glenn F. Burton (one performance), William Jack (two performances), Glendale Landmark (two performances), and Melvin E. Sine (two performances).
- \$3,725 - Glendale Pipes and Drums, Fraternal Order of Police, 12 Glendale Lodge, will present live performances of Scottish Highland bagpipe and drum music that includes instrument demonstrations and short histories of the instruments and traditional Scottish costume. They will perform at two Glendale elementary schools and two Glendale library locations (January-June 2017), the Murphy Park amphitheater (Fall 2016) and Westgate Entertainment District (*Kiss Me I'm Irish*, March 18, 2017).
- \$4,000 - Ironwood Band Community Foundation, through its *Music Masters Project*, will help music students at Ironwood High School increase their musicianship, grow their love for music, and experience an opportunity to perform for the wider Glendale community. Professional musicians will perform and teach clinics for over 200 high school students who will provide a public performance at a Glendale public event in spring of 2017. *Paris in the Spring* and *The Sidewalk and Porch Sale* events are under consideration.
- \$3,600 - Kawambe-Omowale African Drum and Dance Theatre will provide six performances of traditional music, dance and storytelling with authentic instruments, music, dance, attire, and stories from the African Diaspora. Three performances will be geared to an adult audience and three to school-age audiences. Venues include the Glendale Main Library (two performances); Foothills Branch Library (two performances); and Velma Teague Branch Library (two performances).
- \$4,000 - Mill Ave Chamber Players will present *Live at the Library*, a series of six concert performances with Q&A sessions after each performance between the audience and the musicians. The performances will be held at the Glendale Main Library Auditorium on the fourth Thursday evening of the month in September, October, January, February, March and April of 2016-17.
- \$4,000 - Phoenix Conservatory of Music will partner with the Glendale Elementary School District No. 40, with a focus on Desert Spirit Elementary School, to facilitate *Rhythms and Rhyme, Music After School*, starting in September 2016 and continuing through May 2017. A professional teaching artist and guest artists will provide 44 hours of high quality music education experiences at no cost to the Glendale students.

Students will then perform for their families and the larger Glendale community with a free public performance at the Murphy Park Amphitheater.

- \$4,000 - The Phoenix Symphony will present *The Classroom Concert Series*, two concerts at Don Mensendick Middle School emphasizing the musical qualities of string, woodwind and brass instruments. These performances are unique, because they extend learning beyond the actual concert experience by incorporating core academic concepts and challenging students to make new learning connections during the concerts. The Symphony also provides accompanying study guides and testing materials that work in tandem with STEAM (science, technology, engineering, arts and math) learning modalities.

The educational workshops and the public events will occur between July 1, 2016 and June 30, 2017, and are projected to benefit approximately 11,000 residents. In order to ensure the various events are promoted, additional public notification will take place on the city’s website and via press release. Additionally, the funding recipients will promote events through their marketing efforts.

Previous Related Council Action

On June 23, 2015, Council approved the FY 2015-2016 Performing Arts Grants.

Community Benefit/Public Involvement

Since the program started, the City of Glendale has helped sponsor a variety of performing arts activities, which have benefited thousands of Glendale school children and residents. Examples would include ballet and theater performances at Glendale’s public venues; artist-in-residency programs at public schools throughout Glendale; performance-based educational projects at Glendale community centers; programs for abused and/or homeless children; and a variety of workshops and performances conducted at the public libraries. The Arts Commission reviewed and recommended these 11 grants at its April 21, 2016 special meeting.

Budget and Financial Impacts

The recommended FY 2016-17 Performing Arts Grants are funded with a portion of the 1% for the arts fund and as such, do not impact the General Fund.

Cost	Fund-Department-Account
\$43,325	1220-15310-531200, Art Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and ABT PERFORMING ARTS ASSOCIATION, an Arizona non-profit corporation, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. **SERVICES TO BE PERFORMED.** By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A (“Services”).
- 2. **COMPENSATION.**
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. **PROMOTION.** IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. **FINAL EVALUATION.** IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

ABT PERFORMING ARTS ASSOCIATION,
an Arizona non-profit corporation

Ellen M. Versen
By: Ellen M. Versen
Its: Development Director

EXHIBIT A
SCOPE OF WORK

Project:

ABT's Theatre for Young Audiences Goes to the Library

Description:

ABT Performing Arts Association, Inc. will present four Theatre for Young Audiences shows, based on classic and popular children's literature, in Glendale. *The Cat in the Hat*, *Junie B. Jones* and *Cinderella*, *Cinderella* will be presented at the Glendale Main Library and one show (choice TBD) will be presented at the Foothills Branch Library.

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- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
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- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
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10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this 24 day of May, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

PHOENIX SYMPHONY ASSOCIATION,
an Arizona non-profit corporation

By: Loren Barclay
Its: ASSOCIATE VP of Development

EXHIBIT A
SCOPE OF WORK

Project:

The Classroom Concert Series

Description:

The Phoenix Symphony will perform two 40-minute concerts at Don Mensendick Middle School, emphasizing the musical qualities of string, woodwind and brass instruments. These performances are unique, because they extend learning beyond the actual concert experience by incorporating core academic concepts and challenging students to make new learning connections during the concerts. The Symphony also provides accompanying study guides and testing materials that work in tandem with STEAM (science, technology, engineering, arts and math) learning modalities.

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and PHOENIX CONSERVATORY OF MUSIC, an Arizona non-profit corporation, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A (“Services”).
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this 23rd day of May, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

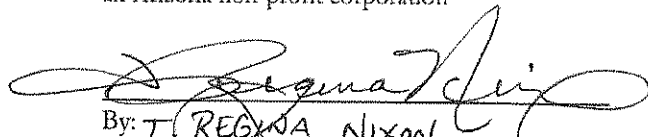
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

PHOENIX CONSERVATORY OF MUSIC,
an Arizona non-profit corporation



By: T REGINA NIXON
Its: EXECUTIVE DIRECTOR

EXHIBIT A
SCOPE OF WORK

Project:

Rhythms and Rhymes, Music After School

Description:

Phoenix Conservatory of Music will partner with the Glendale Elementary School District No. 40, with a focus on Desert Spirit Elementary School, to facilitate "Rhythms and Rhyme, Music After School" starting in September 2016 and continuing through May 2017. A professional teaching artist and guest artists will provide 44 hours of high quality music education experiences at no cost to the Glendale students. Students will then perform for their families and the larger Glendale community with a free public performance at the Murphy Park Amphitheater.

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and BALLET ARIZONA, an Arizona non-profit corporation, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A (“Services”).
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
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13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

- 14. 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 City and IC will survive the termination of this Agreement.
- 15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BALLET ARIZONA,
an Arizona non-profit corporation

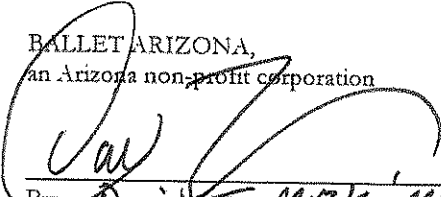

By: David Tompkins
Its: Executive Director

EXHIBIT A
SCOPE OF WORK

Project:

Class Act Program

Description:

Ballet Arizona will conduct the "Class Act Program" with 4th and 5th graders at Don Mensendick Elementary School. The program will bring three Ballet Arizona professional dancers to teach children the basic elements of dance over three, one-hour after-school sessions and guide them in the creation of three choreographed dances, which will be presented at the school's annual talent show.

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and THE BOYS & GIRLS CLUBS OF METROPOLITAN PHOENIX, INC., an Arizona non-profit corporation, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A (“Services”).
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
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12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

THE BOYS & GIRLS CLUBS OF
METROPOLITAN PHOENIX, INC.,
an Arizona non-profit corporation



By: Alex Garza

Its: Unit Director

EXHIBIT A
SCOPE OF WORK

Project:

Japanese Taiko Drumming Project

Description:

The Boys & Girls Clubs of Metropolitan Phoenix will conduct the Japanese Taiko Drumming Project with guest artist, Eileen Morgan. The project will include 18 teaching workshops for youth at the Swift Kids Club in Glendale. The project will culminate in two public performances to be held during fall 2016 at the “Swift Kids Club’s Day for Kids” Thanksgiving celebration in November and the Glendale Glitters parade in December.

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and BRELBY THEATRE COMPANY, an Arizona limited liability company, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

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- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
- 10. CONFLICT. IC 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.
- 11. INDEMNIFICATION.
 - a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
- 12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
- 13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

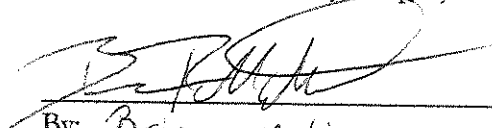
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

BRELBY THEATRE COMPANY,
an Arizona limited liability company



By: Brian Matiere
Its: Executive Director

EXHIBIT A
SCOPE OF WORK

Project:

Season 9 Theatre for Young Audiences Series

Description:

Brelby Theatre Company will present 8-10 public performances In March, April and May 2017 from their Theatre for Young Audiences series. Half of the performances will be held at the Murphey Park Amphitheatre and the other half at the Brelby Studio in Glendale.

PERSONAL SERVICES CONTRACT

FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program ("Agreement") is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and CENTER DANCE ENSEMBLE, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City's support in press releases, project programs and advertisements with the following credit line: "(Name of the project) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

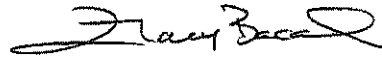
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

CENTER DANCE ENSEMBLE,
an Arizona non-profit corporation



By: Gary Bacal
Its: Managing Director

EXHIBIT A
SCOPE OF WORK

Project:

The 2016-17 School Tour

Description:

Center Dance Ensemble (CDE) will conduct 9 performances at five schools from the Glendale Elementary District of its 2016-17 School Tour, "From Ballet to Beyoncé." Target schools are Bicentennial South (2 performances), Glenn F. Burton (1 performance), William Jack (2 performances), Glendale Landmark (2 performances), and Melvin E. Sine (2 performances).

PERSONAL SERVICES CONTRACT

FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program ("Agreement") is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and GLENDALE PIPES AND DRUMS, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").
2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 3,725.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
3. PROMOTION. IC must acknowledge City's support in press releases, project programs and advertisements with the following credit line: "(Name of the project) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."
4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
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- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
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13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

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

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

GLENDALE PIPES AND DRUMS,
an Arizona non-profit corporation

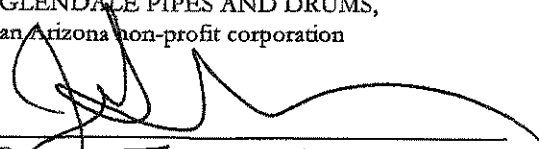
By: 
Its: Jamael G Swan
Band Treasurer

EXHIBIT A
SCOPE OF WORK

Project:

Glendale Pipes and Drums Entertainment and Education Performances

Description:

Glendale Pipes and Drums, Fraternal Order of Police, 12 Glendale Lodge, will present live performances of Scottish Highland bagpipe and drum music that includes instrument demonstrations and short histories of the instruments and traditional Scottish costume. They will perform at 2 Glendale elementary schools, 2 Glendale library locations (January-June 2017), the Murphy Park amphitheater (Fall 2016) and Westgate Entertainment District (*Kiss Me I'm Irish*, March 18, 2017).

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program (“Agreement”) is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation (“City”) and IRONWOOD BAND COMMUNITY FOUNDATION, an Arizona non-profit corporation, as an Independent Contractor (“IC”).

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A (“Services”).
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City’s support in press releases, project programs and advertisements with the following credit line: “(Name of the project) is sponsored by the City of Glendale Arts Commission’s Performing Arts Program.”
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
- 10. CONFLICT. IC 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.
- 11. INDEMNIFICATION.
 - a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
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- 12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
- 13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

- 14. 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 City and IC will survive the termination of this Agreement.
- 15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

IRONWOOD BAND COMMUNITY
FOUNDATION,
an Arizona non-profit corporation

Shari Marbois

By: Shari Marbois
Its: President

EXHIBIT A
SCOPE OF WORK

Project:

Music Masters in Glendale, Arizona

Description:

Ironwood Band Community Foundation's project, through its "Music Masters" project will help music students at Ironwood High School increase their musicianship, grow in their love for music, and experience an opportunity to perform for the wider Glendale Community. Professional musicians will perform and teach clinics for over 200 high school students who will provide a public performance at a Glendale public event in Spring of 2017. "Paris in the Spring" and "The Sidewalk and Porch Sale" events are under consideration.

PERSONAL SERVICES CONTRACT
FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program ("Agreement") is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and KAWAMBE-OMOWALE AFRICAN DRUM AND DANCE THEATRE, an Arizona limited liability Company, as an Independent Contractor ("IC").

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
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AGREEMENT

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- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 3,600.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City's support in press releases, project programs and advertisements with the following credit line: "(Name of the project) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

14. 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 City and IC will survive the termination of this Agreement.
15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

KAWAMBE-OMOWALE AFRICAN DRUM
AND DANCE THEATRE,
an Arizona limited liability company

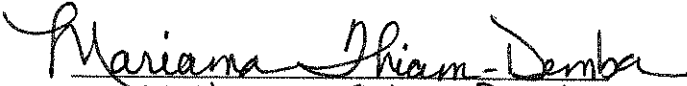

By: MARIAMA Thiam-Demba
Its: Contract Coordinator

EXHIBIT A
SCOPE OF WORK

Project:

A Glimpse of African Culture

Description:

Kawambe-Omowale African Drum and Dance Theatre will provide 6 performances of traditional music, dance and storytelling with authentic instruments, music, dance, attire, and stories from the African Diaspora. Three performances will be geared to an adult audience and three to school-age audiences. Venues include the Main Library (2 performances); Foothills Branch Library (2 performances); and Velma Teague Branch Library (2 performances).

PERSONAL SERVICES CONTRACT

FY2016-17 PERFORMING ARTS PARTNERSHIP PROGRAM

This Personal Services Contract for the FY 2016-17 Performing Arts Partnership Program ("Agreement") is entered into this 14th day of June, 2016 (Effective Date) between the CITY OF GLENDALE, an Arizona municipal corporation ("City") and MILL AVE CHAMBER PLAYERS, an Arizona non-profit corporation, as an Independent Contractor ("IC").

RECITALS

- A. The City intends to contract IC for the performance of certain tasks.
- B. IC declares that IC is engaged in an independent business and has complied with all federal, state and local laws regarding business permits and licenses of any kind that may be required to carry out the said business and the tasks to be performed under this Agreement with City.
- C. IC declares that IC holds services out to the public as a separate business entity from City and is not in business for the purpose of providing services solely to City.
- D. City and IC desire to memorialize their agreement with this document.

AGREEMENT

- 1. SERVICES TO BE PERFORMED. By this Agreement, City contracts with IC to perform all the services in the Scope of Work attached as Exhibit A ("Services").
- 2. COMPENSATION.
 - City will pay 50% of the project fee upon execution of this Agreement and the remaining amount upon satisfactory completion of the project together with an IC invoice depicting the dates and times of the project(s).
 - In consideration for the Services described herein, City will pay IC \$ 4,000.00. The payment will be made within thirty (30) days after receiving an invoice from IC. The invoice must at a minimum contain the time(s) and location(s) of the Service.
- 3. PROMOTION. IC must acknowledge City's support in press releases, project programs and advertisements with the following credit line: "(Name of the project) is sponsored by the City of Glendale Arts Commission's Performing Arts Program."
- 4. FINAL EVALUATION. IC must submit a final report and a project evaluation to the Arts Commission within thirty (30) days after the completion of the Services. All unexpended funds from IC must be returned to City no later than sixty (60) days after the completion of the Services.

5. TAXES. No payroll or employment taxes of any kind will be withheld or paid with respect to payments to IC. The payroll or employment taxes that are the subject of this section include, but are not limited to FICA, FUTA, federal personal income tax, state personal income tax, state disability insurance tax and state unemployment insurance tax. The IC is required to be licensed, and report and pay all city, county, and state privilege (sales) and exercise taxes.
6. WORKERS' COMPENSATION. No workers' compensation insurance has been or will be obtained by City for IC or any employee working for or on behalf of IC.
7. NON-DISCRIMINATION. IC agrees that all Services shall be open to all members of the public and no person shall be denied access to, or participate in, the performance or event on the basis of race, color, national origin, gender, age, sexual orientation or disability.
8. TERMINATION OR MODIFICATION. This Agreement may be terminated by either party upon fifteen (15) days written notice. No modification to the Agreement can be made without written approval of City and IC. Any and all sums advanced to IC under Section 2 must be refunded in full upon submission of the written notice to terminate.
9. IMMIGRATION LAW COMPLIANCE.
 - a. IC, 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.
 - b. Any breach of warranty under Section 9(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 retains the legal right to inspect the papers of any IC or subcontractor employee who performs work under this Agreement to ensure that IC or any subcontractor is compliant with the warranty under Section 9(a) above.
 - d. City may conduct random inspections, and upon request of City, IC will provide copies of papers and records of IC demonstrating continued compliance with the warranty under Section 9(a) above. IC agrees to keep papers and records available for inspection by City during normal business hours and will cooperate with City in the 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.
 - e. IC agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon IC and expressly accrue those obligations directly to the benefit of City. IC 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 City.

- f. IC's warranty and obligations under this section to City is continuing throughout the term of this Agreement or until such time as 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.
10. CONFLICT. IC 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.
11. INDEMNIFICATION.
- a. To the fullest extent permitted by law, IC 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 IC) and that arises out of or results from the breach of this Agreement by IC or IC's negligent actions, errors or omissions (including any subcontractor or other person or firm employed by IC), whether sustained before or after completion of the tasks and services described in Section 1 of this Agreement.
 - 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, IC will be liable only to the extent that Demand or Expense results from the negligence or breach of a responsibility of IC or of any person or entity for whom IC is responsible.
 - c. IC 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.
12. INTEGRATION. This Agreement contains, except as stated below, the entire Agreement between City and IC and supersedes all prior conversations and negotiations between the parties regarding this Agreement.
13. COMPLIANCE WITH LAW. IC must comply with all applicable federal, state, and local laws and regulations, including all laws and regulations governing music and performance licensing fees.

- 14. 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 City and IC will survive the termination of this Agreement.
- 15. SEVERABILITY. If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform to applicable law.

DATED this _____ day of _____, 2016.

CITY OF GLENDALE,
an Arizona municipal corporation

Kevin Phelps
City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

MILL AVE CHAMBER PLAYERS,
an Arizona non-profit corporation

By: *Rose French*
Its: *Executive Director*

EXHIBIT A
SCOPE OF WORK

Project:

Live at the Library

Description:

Mill Ave Chamber Players will present "Live at the Library," a series of six concert performances with Q&A sessions after each performance between the audience and the musicians. The performances will be held at the Glendale Main Library Auditorium on the fourth Thursday evening of the month in September, October, January, February, March and April of 2016-17.



Legislation Description

File #: 16-288, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO C-10073 FOR ELECTRONIC SERVICES WITH OVERDRIVE, INC., TO PICK UP A ONE YEAR OPTIONAL EXTENSION AND RAISE THE EXPENDITURE LIMIT

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council authorization to enter into Amendment #1 to C-10073 for electronic services with OverDrive, Inc. This amendment would pick up the first optional one year annual extension, as well as increase the spending for the remaining four years of the contract to not exceed \$75,000 per year. The current contract was approved to not exceed \$55,000 per year. The new total amount not to exceed would then be \$355,000.

Background

The use of digital media by library patrons has increased significantly in the past five years. In FY 15-16, approximately 130,000 digital book downloads were made by Glendale library patrons, as opposed to 32,990 digital book downloads in FY 10-11 (a 394% increase).

To ensure it continues to provide responsive services to its patrons, the Glendale Public Library has been a member of a regional consortium of Valley libraries since 2005. This consortium is known as "the Greater Phoenix Digital Library." The function and purpose of this consortium has been to collectively band together with nine other municipal libraries to jointly purchase electronic materials in one of the nation's first digital media delivery systems known as "OverDrive, Inc.". As with most digital media companies, OverDrive, Inc. provides access to digitally downloaded eBooks, electronic audiobooks, and video streaming with "24/7" access via smart phone, tablet, laptop and PC. Membership in this consortium has therefore afforded Glendale residents the opportunity to download digital books since 2005.

Analysis

While traditional books and magazines continue to be heavily used, the use of digital online books will continue to grow and the Greater Phoenix Digital Library continues to be an important part of this. As such, the City's procurement process was followed and a Request for Proposal (RFP) was issued in January of 2015.

After review and consideration, OverDrive, Inc. was selected to continue providing this important service. Usage statistics show that OverDrive, Inc. is the most used digital resource by our patrons. Patron circulation of eBooks and other digital resources now account for approximately ten percent of the library system's overall circulation.

Community Benefit/Public Involvement

If approved, Glendale residents will have greater access to a larger selection of digital resources, chosen from the content available from OverDrive via the Library Consortium. This will benefit all library patrons and provide instant, digital access to books for our residents. On May 11, 2016, this item was/will be reviewed and approved in concept by the Library Advisory Board.

Budget and Financial Impacts

Funding in the amount of \$75,000 have been requested in the FY 16-17 budget in the "Library Electronics and Patron Resources" line-item budget.

Cost	Fund-Department-Account
\$75,000 annually	1000-15220-527650 - Library Electronics and Patron Resources

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 1
ELECTRONIC SERVICES
(RFP No. 15-23, Contract No. C-10073)

This Amendment No. 1 ("Amendment") to the Electronic Services ("Agreement") is made this _____ day of _____, 2016, ("Effective Date"), by and between the City of Glendale, an Arizona municipal corporation ("City") and OverDrive, Inc., a Delaware corporation, authorized to do business in Arizona ("Contractor").

RECITALS

- A. City and OverDrive, Inc. ("Contractor") previously entered into an Electronic Services Agreement, Contract No. C-10073, dated June 23, 2015("Agreement"); and
- B. The Agreement had an initial one-year term beginning June 23, 2015 through June 22, 2016 and provided the option to extend for an additional four (4) years in one-year increments; and
- 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 24, 2016 through June 23, 2017, unless otherwise terminated or canceled as provided by the Agreement. All other provisions of the Agreement except as set forth in this Amendment shall remain in their entirety.
- 3. **Scope of Work.** The increased expenditure limit will allow the purchase of additional digital media provided by Contractor. In all other respects, the scope of work remains unchanged.
- 4. **Compensation.** Section 4.1 of the Agreement is modified and amended to read as follows:

Section 4.1 Contractor's compensation for the Project, including those furnished by its Sub-contractors shall be \$75,000 annually and will not exceed \$355,000 over the entire term of the Agreement (initial term plus any extensions).

5. **Insurance Certificate.** Current certificate will expire on June 30, 2016 and a new certificate applying to the extended term must be provided prior to this date to Materials Management and the Contract Administrator.
6. **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.
7. **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

Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

OverDrive, Inc.,
a Delaware Corporation

M Farmer

By: *Gregory A. Farmer*
Its: _____



Legislation Description

File #: 16-274, Version: 1

**AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH OCLC ONLINE COMPUTER LIBRARY CENTER, INC.,
FOR LIBRARY TECHNOLOGY SERVICES**

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a one-year agreement that includes four, one-year annual renewals, at the discretion of the City Manager, for access to OCLC's bibliographic utility, which we use to catalog and process all existing and new library materials in the Glendale Public Library system. The contract amount is not to exceed \$38,000 the first year with the five-year amount not to exceed \$190,000.

Background

The Glendale Public Library currently utilizes the bibliographic utility platform from OCLC Online Computer Library Company, which is needed for every item in the library's collection. Approval of this agreement will allow the City to continue its efforts to have electronic material records and resources for our holdings of both print and electronic items.

Each year, library patrons annually check out approximately 1.6 million physical items, including 130,000 electronic items. The library has over 560,000 print and electronic collection items, valued at over \$16,000,000. This agreement will allow the library to continue purchasing new print and electronic material records, which are searchable through the library's Polaris ILS system and its website catalog portal.

The State has an agreement with OCLC that pays for the platform for all Arizona libraries. Each library pays a subscription fee to access the database. Because the State already has an agreement for this database, it is more advantageous for the library to contract with them rather than risk a higher cost with less value by going out on our own with a competitor or with the same company.

Additionally, without access to OCLC's sole-source bibliographic utility, the library may risk losing future State library grant funding. Currently, the State promotes interlibrary loan borrowing (which is controlled by the OCLC) by giving grant funds to participating libraries through the Reciprocal Borrowing Program. By cataloging with OCLC, Glendale will be able to integrate its interlibrary loan database with that of the state library. This provides valuable interlibrary loan service to over 5,000 interlibrary loan customers every year.

Analysis

With OCLC's bibliographic utility, the library will be able to catalog all of our materials with Library of Congress rules and policies using pre-established material templates and a record-sharing system. Last year,

approximately 30,000 titles were cataloged and added to the collection utilizing the OCLC database. The OCLC has a database of over 1 billion fully catalogued records as opposed to its only competitor, which has only 60 million. If approved, an agreement with OCLC will enhance customer service to all library patrons and streamline access to a more robust database that is used worldwide.

Community Benefit/Public Involvement

This utility is used worldwide and will provide Glendale residents access to a much larger catalog of library materials, including foreign languages resources. This item was reviewed at the May 11, 2016, Library Advisory Board meeting and approved in concept during the Chief Librarian's update.

Budget and Financial Impacts

Funds for this purchase are in the Library's operating budget.

Cost	Fund-Department-Account
\$38,000	1000-15220-527800 - Library Electronic System & Support

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



Materials Management
Sole Source and Special Procurement Request

REQUESTOR INFORMATION:

Requestor: Tami Miller	Date: 11/10/15	Department: 15220-Library
Phone Number: (623) 930-3587	Email Address: tmiller2@glendaleaz.com	

PROPOSED VENDOR INFORMATION:

Proposed Vendor: OCLC, Inc.	Proposed Vendor Contact: Rosanna O'Neil
Proposed Vendor Address: 6565 Kilgour Pl.	
City, State and Zip Code: Dublin, OH 43017-3395	
Vendor Phone: (800) 848-5878 ext. 4067	Vendor Fax: (614) 718-7153
Procurement method requested:	<input type="checkbox"/> Sole Source <input checked="" type="checkbox"/> Special Procurement

PURCHASE INFORMATION:

Total Cost of this Order: \$39,000 <i>annually</i>	One time purchase: Yes <input type="checkbox"/> No <input checked="" type="checkbox"/> Federal Money: Yes <input type="checkbox"/> No <input type="checkbox"/> If yes, explain funding source:
Fund #: 1000 / Department #: 15220 / Account #: 527800	
Description of the product or service requested: This would allow us to access a bibliographic utility in which we use to catalog all of our library materials.	

In accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of available sources and determine that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

REQUESTOR CERTIFICATION:

Requestor Tami Miller Division Library-15220 Date 11/10/15

DEPARTMENT DIRECTOR APPROVAL:

Director *[Signature]* Division *OS Admin* Date *November 10, 2015*

MATERIALS MANAGEMENT APPROVAL:

In accordance with Finance Administrative Policy No. 12, I have conducted a good faith review of this request and agree that there is only one known and/or one practical source for the required items in accordance with the Guidelines for Justification attached.

Materials Manager *[Signature]* Date *11/12/15*
11-13-15

Materials Management requires reevaluation and resubmission of a Sole Source Request for this procurement:

Single Use Only: Annually:
 End of first term of Contract: End of Contract, including any extensions:

*Council approval required
 Contract required. MM will assist in drafting contract
 for legal review.*



Materials Management

Sole Source and Special Procurement Request

Check the reason(s) below to identify why you have determined the purchase is a Sole Source or Special Procurement and attach supporting documentation. Use only column. A purchase cannot be BOTH a sole source and a special procurement

SOLE SOURCE	SPECIAL PROCURMENT
<input type="checkbox"/> Compatibility. Indicate system, make, model and function <input type="checkbox"/> Unique repair/replacement item. Identify item to be used with previous PO number item purchased, and warranty period <input type="checkbox"/> Supplementary or necessary part required from same manufacturer. Identify in-house equipment and use with existing system <input type="checkbox"/> Unique Item <input type="checkbox"/> Unique Service <input type="checkbox"/> Proprietary Specifications (Copyright, patented, etc.) <input type="checkbox"/> Other reasons, if not above. Explain in detail	<input checked="" type="checkbox"/> Presents such limited competition that a competitive bid or proposal process cannot reasonably be used <input type="checkbox"/> Discourages the use of a competitive bid or proposal as it will result in a substantially higher cost to the city, or will otherwise impair the city's financial interests <input type="checkbox"/> Substantially impede the city's administrative functions or the delivery of services to the public <input type="checkbox"/> Does not qualify as a sole source or emergency <input checked="" type="checkbox"/> Has only one provider with the experience and capability to successfully perform the contract <input type="checkbox"/> Presents a significant time constraint as the need was not known in sufficient time to allow for competitive procurement and time is of the essence <input checked="" type="checkbox"/> Other reasons, if not above. Explain in detail

JUSTIFICATION:

Use the Guidelines for Justification of the selected reason(s) above, and provide a full explanation of your reason that the product/service is a sole source or special procurement:

Currently, there is an agreement in place with OCLC that is administered through the State Library. All libraries in the State can pay for access to use the bibliographic utility. This utility allows us to catalog all of our materials using Library of Congress rules and policies using pre-established templates and a record sharing system. This utility is used worldwide so we are able to pull in records from international sources, as well as national, in order to catalog foreign language items.

Because this vendor also has an Interlibrary Loan piece that links up to the utility, the State recommends all libraries serve other libraries through a reciprocal borrowing system by loaning their materials out to other libraries. This will assist smaller, rural libraries to meet their community needs. To reward those who participate in the sharing system, the State offers grant money to the libraries who do participate.

Because of the much needed grant money and due to OCLC's huge participation base, we are unable to utilize the services of its only competitor, Skyriver. Skyriver cannot incorporate Interlibrary Loan into its utility as that is proprietary to OCLC and their client base is not near the size of OCLC so we would have limited record sharing options forcing us to perform original cataloging on many of our items.

For these reasons, we ask that we be allowed to pay for access to OCLC using the current State agreement.

MANDATORY RESEARCH DOCUMENTATION REQUIREMENT:



Materials Management
Sole Source and Special Procurement Request

Provide a detailed explanation of efforts made to determine the availability of the product or service from any other vendor, including other distributors: We have met with Skyriver on several occasions in the past and have also done site visits to other libraries that had used them, but have since transferred to OCLC.

PREPARER NOTE: If this is a vehicle or technology purchase, concurrence of the Equipment Management Superintendent or the IT Director will be required.

**AGREEMENT FOR
LIBRARY CATALOGING SERVICES**

This Agreement for Library Cataloging Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and OCLC Online Computer Library Center, Inc., an Ohio corporation, (the "Contractor"), as of the ____ day of _____, 20 .

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A** (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. Contractor acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in 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.
- (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 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.

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.

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$38,000 annually, or \$190,000 over the life of the contract, as specifically detailed in **Exhibit B** (the "Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.
- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

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 60 days following the date of delivery.
- a. Contractor will be equitably compensated for Goods or Services 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) These limits may be met through a combination of primary and excess liability coverage.
- c. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- d. 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.
- e. Certificates of Insurance.
 - (1) Within 30 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.
- f. 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).
- g. 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.

9. E-verify, Records and Audits. To the extent applicable under A.R.S. § 41-4401, the parties warrant their compliance with all federal immigration laws and regulations that relate to their employees and compliance with the E-verify requirements under A.R.S. § 23-214(A). A party's breach of this warranty shall be deemed a material breach of the Agreement and may result in the termination of the Agreement by either party under the terms of this Agreement. The parties each retain the legal right to randomly inspect the papers and records of the other party to ensure that the other party is complying with the above-mentioned warranty. The parties warrant to keep their respective papers and records open for random inspection during normal business hours by the other party. The parties shall cooperate with the other party's random inspections, including granting the inspecting party entry rights onto their respective properties to perform the random inspections and waiving their respective rights to keep such papers and records confidential.

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:

OCLC Online Computer Library Center, Inc.
 c/o Bruce A. Crocco
 6565 Kilgour Pl.
 Dublin, OH 43017-3395

With required copy to:

OCLC Online Computer Library Center, Inc.
 c/o Legal Department
 6565 Kilgour Place
 Dublin, OH 43017

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

City of Glendale
 c/o Michael Beck
 5959 W. Brown St.
 Glendale, Arizona 85301
 623-930-3546

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. Any addendums and the response submitted by the Contractor are incorporated into this Agreement as if attached hereto. Inconsistencies between the 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 and with the approval of the Contractor, extend the term of this Agreement an additional four (4) 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 thirty (30) calendar days prior to the

expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and any such price adjustment will be a determining factor for any renewal. There are no automatic renewals of this Agreement.

14. Dispute Resolution. Each claim, controversy and dispute (each a "Dispute") between 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

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Kevin R. Phelps
Its: City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

OCLC Online Computer Library Center, Inc.,
an Ohio corporation

 May 24, 2016

By: Bruce A. Crocco
Its: Vice President

From Legal
Approved CC

EXHIBIT A
LIBRARY CATALOGING SERVICES
PROJECT

[See attached]

Project

1. **Contractor shall provide access to the Bibliographic Utility.**
 - 1.1. Contractor shall provide access to the Bibliographic Utility as stated in the agreement between the State of Arizona and the contractor.
2. **Contractor shall provide support.**
 - 2.1. Technical support available M–F 8:00 a.m. to 5:00 p.m. MST by phone (toll-free number), website and/or email.
 - 2.2. A guaranteed response time of 24 hours for all correspondence to tech support.
 - 2.3. Contractor shall provide timely notification of any upgrades or new releases to their technology and/or software and provide assistance in their implementation if purchased.
 - 2.4. Library shall have a designated staff member assigned to us.

EXHIBIT B
LIBRARY CATALOGING SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

The City will pay to Contractor for services provided as and when invoiced by the Contractor in accordance with the pricing and fee schedules in the attached written quotes.

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 \$190,000.

DETAILED PROJECT COMPENSATION

Access to the Bibliographic Utility as part of the agreement between the State of Arizona and OCLC Online Computer Library Center, Inc. at an annual cost not to exceed \$38,000.

EXHIBIT C
LIBRARY CATALOGING SERVICES
DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

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

- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
 - 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
 - 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party shall pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.
3. **Services to Continue Pending Dispute**. Unless otherwise agreed to in writing, Contractor must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Contractor in accordance with this Agreement.
 4. **Exceptions**.
 - 4.1 Third Party Claims. City and Contractor are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Contractor.
 - 4.2 Liens. City or Contractor may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
 - 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 16-254, Version: 1

RESOLUTION 5112: ADOPT A RESOLUTION APPROVING THE ISSUANCE OF REVENUE AND REFUNDING BONDS NOT TO EXCEED \$22,000,000 BY THE GLENDALE INDUSTRIAL DEVELOPMENT AUTHORITY FOR THE GLENCROFT RETIREMENT COMMUNITY PROJECT

Staff Contact: Brian Friedman, Director, Economic Development

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Glendale Industrial Development Authority (Authority) to issue revenue and refunding bonds in one or more series, for the Glencroft Retirement Community Project pursuant to a plan of finance, in an aggregate principal amount not to exceed \$22,000,000 for the purpose of:

- Refunding and refinancing all or a portion of the original 1997 revenue bonds issued by the Authority;
- Paying for the cost of constructing, renovating, remodeling, and equipping certain senior living facilities located in the City of Glendale (65th-67th avenues, Alice Avenue to Butler Drive);
- Funding any required reserve funds;
- Paying capitalized interest or expenses related to the issuance of the new 2016 series bonds;
- Refund/refinance an insured taxable loan made by the Department of Housing and Urban Development (the "HUD Loan") issued in the original principal amount of \$3,523,206 for Glencroft Towers I, Inc., an affiliate of Friendship Retirement Corporation; and,
- Refund/refinance an insured taxable loan from the Federal Housing Administration in the original principal amount of \$3,360,000 (the "FHA Loan"), for Sarah's Place, Inc., an affiliate of Friendship Retirement Corporation.

All of which is in accordance with the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended, and has no impact on the City's own ability to issue bonds nor does it affect the City's bond rating.

Background

The Authority is an Arizona nonprofit corporation designated by law as a political subdivision of the State of Arizona. Under the provisions of the Industrial Development Financing Act. The City Council of the City of Glendale is the governing body of the Authority, is responsible for electing the Directors of the Authority, and must approve the issuance of the bonds by the Authority.

The Authority is empowered to issue the bonds, and loan the proceeds from the sale of the bonds for the purposes provided for in the Act. Under the provisions of A.R.S. § 35-742, the City of Glendale is not liable or obligated for the payment of bonds or other debt obligations issued by the Authority. Neither the Authority's

issuance of bonds nor the Authority's bond rating have any impact or bearing on the City's own ability to issue bonds or the City's bond rating.

The applicant for financing is Friendship Retirement Corporation d/b/a Glencroft, an Arizona nonprofit corporation recognized as an exempt organization under Section 501(c)(3) of the Internal Revenue Code with facilities located in Glendale, Arizona, on behalf of itself and its affiliated entities. Management of the corporation is vested in a single Board of Directors that oversees the operations of five separate corporate entities related to Glencroft campus operations. The 40-acre campus offers 797 resident accommodation options as the largest continuing care retirement community in Arizona including independent living, assisted living, nursing care/rehabilitation, and memory care with an average occupancy rate of 91%. Glencroft's primary market area is the 10-mile geographic area surrounding the campus.

Analysis

The Industrial Development Financing Act provides that the Authority may issue its revenue bonds pursuant to a plan to provide funds with which to refund or refinance debt, fund improvements to the property, and pay costs associated with the bond issuance.

Approval of a resolution authorizing the Authority to sell revenue bonds in support of this program creates no risk to the City of Glendale or its residents because:

- The City shall not, in any event, be liable for the payment of the principal or interest on the bonds of the Authority;
- Shall not be responsible for the performance by the Authority of any of its obligations with respect to its bonds; nor,
- Shall any agreements or obligations of the Authority constitute an indebtedness of the City of Glendale within the meaning of any constitutional or statutory provision.

Previous Related Council Action

On January 14, 1997 the Glendale City Council adopted Resolution No. 3098 approving the issuance by the Glendale Industrial Development Authority of variable rate senior living facilities revenue bonds for Friendship Retirement Corporation Project not to exceed \$7,000,000.

On November 23, 1999 the Glendale City Council adopted Resolution No. 3338 approving the issuance by the Glendale Industrial Development Authority of variable rate senior living facilities revenue bonds for Friendship Retirement Corporation Project not to exceed \$2,700,000.

Community Benefit/Public Involvement

The Glencroft Campus is designed to provide holistic services to their residents including an on-site bank branch, grocery store, gift shop, thrift shop, multiple dining options, fitness opportunities, private transportation, beauty salon/barber shops, game/craft rooms, community center, auditorium, community church, and chapel. According to market analysis conducted by Sawgrass Partners, based on interviews with local area agencies on aging, adult day centers, and senior centers there is a need for additional affordable

senior housing, assisted living, and memory care options in the Glendale region. There is currently a significant gap for affordable in-home services (housekeeping, home repair, personal care, and home health) provided by the Area Agency on Aging's Senior Adult Independent Living (SAIL) program with 1,000 clients on the waiting list throughout Maricopa County. This gap naturally increases the need for affordable independent and assisted living options for the aging community. Furthermore, while there are a significant number of retirement community options located in the West Valley, many are geared towards a higher income market so there is a need to maintain affordable options.

A Public Hearing was conducted by the Glendale Industrial Development Authority on May 23, 2016 as required and the public notice also included the opportunity to submit comments in writing to the legal counsel of the Glendale Industrial Development Authority, no comments were received.

Budget and Financial Impacts

There is no budget or financial impact to the City of Glendale under the provisions of A.R.S. § 35-742, which states that the City of Glendale is not liable or obligated for the payment of bonds or other debt obligations issued by the Authority; and, there is no impact on the City's ability to issue bonds or the City's bond rating.

RESOLUTION NO. 5112 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, APPROVING THE ISSUANCE BY THE INDUSTRIAL DEVELOPMENT AUTHORITY OF THE CITY OF GLENDALE, ARIZONA OF ITS REVENUE AND REFUNDING BONDS (GLENCROFT RETIREMENT COMMUNITY PROJECT), TAX-EXEMPT SERIES 2016, IN ONE OR MORE SERIES AND IN AN AGGREGATE PRINCIPAL AMOUNT NOT TO EXCEED \$22,000,000.

WHEREAS, The Industrial Development Authority of the City of Glendale, Arizona (the "Authority") proposes to issue not to exceed \$22,000,000 in aggregate principal amount of its Revenue and Refunding Bonds (Glencroft Retirement Community Project), in one or more series (the "Series 2016 Bonds"), for the purposes of (a) refunding and refinancing all or a portion of the Authority's \$5,780,000 original principal amount Variable Rate Senior Living Facilities Revenue Bonds (Friendship Retirement Corporation Project) Series 1997 (the "Series 1997 Bonds"); (b) refinancing a taxable loan in the original principal amount of \$3,523,200 issued to Glencroft Towers (as hereinafter defined) and insured by the Department of Housing and Urban Development (the "HUD Loan"); (c) refinancing a taxable loan in the original principal amount of \$3,360,000 issued to Sarah's Place (as hereinafter defined) and insured by the Federal Housing Administration (the "FHA Loan"); (d) paying or reimbursing Friendship Retirement Corporation ("FRC"), Glencroft Towers I, Inc. ("Glencroft Towers") and Sarah's Place, Inc. ("Sarah's Place" and, together with FRC and Glencroft Towers, the "Borrowers"), each an Arizona nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), or certain related entities, for the payment of, or refinancing certain taxable indebtedness of the Borrowers (or certain related entities) used to finance, certain costs of constructing, renovating, remodeling and equipping certain senior living facilities of the Borrowers, or certain related entities, known generally as Glencroft Retirement Community located at 8611 and 8641 North 67th Avenue, 8620 and 8650 North 65th Avenue, 6510, 6540, 6620, 6650 and 6670 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, in Glendale, Arizona (collectively, the "Campus"), including, without limitation, (i) the renovation and expansion of the basement of the building located at 8611 North 67th Avenue to house a wellness center, activity rooms and a library, (ii) the renovation of independent living units known as the "Casitas" located at 6510, 6540, 6620 and 6650 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, (iii) construction of an approximately 194 square foot addition to Providence Place located at 8641 North 67th Avenue to house rehabilitation services and the renovation of other areas within Providence Place, (iv) the renovation of the main Campus dining room located at 8620 North 65th Avenue, including the construction of an outdoor amphitheater space and an approximately 74 square foot expansion, (v) the replacement of two cooling towers for the Campus, (vi) completion of a Campus re-paving project, and (vii) the renovation and remodeling of other existing facilities located on the Campus (collectively, the "Project"); (e) funding any required reserve funds; (f) paying capitalized interest on the Series 2016 Bonds, if any; and (g) paying certain expenses relating to issuance of the

Series 2016 Bonds, all in accordance with the Industrial Development Financing Act, Title 35, Chapter 5, Arizona Revised Statutes, as amended (the “Act”); and

WHEREAS, the proceeds of the Series 1997 Bonds were used, among other things, to refinance (i) the Deed of Trust Note dated April 4, 1977 in the original principal amount of \$1,981,700, (ii) the Industrial Development Authority of the County of Maricopa Mortgage Revenue Bonds (Friendship Retirement Corporation - FHA - Insured Project) Series 1981 in the original principal amount of \$1,750,000 and (iii) the Industrial Development Authority of the County of Maricopa Industrial Development Revenue Bonds (Friendship Retirement Corporation Project) Series 1984 in the original principal amount of \$5,000,000, the proceeds of all of which were used to finance the acquisition, construction and equipping of certain senior living facilities at Glencroft Retirement Community, including Glencroft Villa Apartments, consisting of independent and assisted living apartments, and Glencroft Care Center (now known as Providence Place), a nursing care facility; and

WHEREAS, the proceeds of the HUD Loan were used, among other things, to refinance certain loans issued to Glencroft Towers by the Department of Housing and Urban Development, the proceeds of which were used to construct and equip The Towers, including The Towers at Glencroft, consisting of independent living apartments, and Towers Assisted Living, consisting of assisted living apartments; and

WHEREAS, the proceeds of the FHA Loan were used, among other things, to finance the costs of constructing and equipping Sarah’s Place, consisting of memory care units; and

WHEREAS, the initial owners or operators of the facilities being financed and/or refinanced with the proceeds of the Series 2016 Bonds are the Borrowers, and the facilities to be financed and/or refinanced with the proceeds of the Series 2016 Bonds are located on the approximately 34-acre Glencroft Retirement Community campus at 8611 and 8641 North 67th Avenue, 8620 and 8650 North 65th Avenue, 6510, 6540, 6620, 6650 and 6670 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, in Glendale, Arizona; and

WHEREAS, pursuant to Section 35-721.B of the Act, the proceedings under which the Series 2016 Bonds are to be issued require the approval of this Council; and

WHEREAS, a public hearing with respect to the plan of financing and the proposed issuance of the Series 2016 Bonds was held by the Authority, following reasonable public notice at least 14 days in advance of such hearing (the “Notice of Public Hearing”), for the purpose of satisfying the requirements of Section 147(f) of the Code, which Notice of Public Hearing is incorporated herein and attached hereto as *Exhibit A*; and

WHEREAS, a Resolution adopted by the Board of Directors of the Authority approving the issuance and sale of the Series 2016 Bonds has been presented to this Council; and

WHEREAS, this Council has had presented to it information regarding the plan of financing and the Series 2016 Bonds and the public hearing held with regard thereto, and is fully advised regarding the plan of financing and the Series 2016 Bonds; and

WHEREAS, the undersigned Mayor is the highest elected public official of the governmental unit in which the senior living facilities of the Borrowers to be financed or refinanced with the proceeds of the Series 2016 Bonds are located.

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

SECTION 1. That the issuance and sale by the Authority of the Series 2016 Bonds in an aggregate principal amount not to exceed \$22,000,000, having such terms and provisions as have been approved by the Authority in accordance with and subject to the conditions and limitations set forth in the Resolution of the Board of Directors of the Authority presented at this meeting, for the purposes and at the locations set forth in the Notice of Public Hearing, and the use of the proceeds thereof as contemplated thereby, are hereby approved for all purposes under the Act and Section 147(f) of the Internal Revenue Code of 1986, as amended.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

EXHIBIT A

NOTICE OF PUBLIC HEARING

Notice is hereby given that a public hearing will be held on Monday, May 23, 2016, at 9:00 a.m. in the first floor lobby of the Glendale Municipal Complex, 5850 West Glendale Avenue, Glendale, Arizona, regarding the proposed issuance by The Industrial Development Authority of the City of Glendale, Arizona (the "*Authority*") of one or more series of its Revenue and Refunding Bonds (Glencroft Retirement Community Project), Tax-Exempt Series 2016, to be issued in an aggregate principal amount not to exceed \$22,000,000 (the "*Bonds*") at the request of, and for the benefit of, Friendship Retirement Corporation ("*FRC*"), Glencroft Towers I, Inc. ("*Glencroft Towers*") and Sarah's Place, Inc. ("*Sarah's Place*" and, together with FRC and Glencroft Towers, the "*Borrowers*"), each an Arizona nonprofit corporation and an organization described in Section 501(c)(3) of the Internal Revenue Code of 1986 (the "*Code*").

The proceeds of the Bonds will be used to make a loan to the Borrowers and used to (a) refund and refinance all or a portion of the Authority's \$5,780,000 original principal amount Variable Rate Senior Living Facilities Revenue Bonds (Friendship Retirement Corporation Project) Series 1997 (the "*Series 1997 Bonds*"); (b) refinance a taxable loan in the original principal amount of \$3,523,200 issued to Glencroft Towers and insured by the Department of Housing and Urban Development (the "*HUD Loan*"); (c) refinance a taxable loan in the original principal amount of \$3,360,000 issued to Sarah's Place and insured by the Federal Housing Administration (the "*FHA Loan*"); (d) pay or reimburse the Borrowers (or certain related entities) for the payment of, or refinance certain taxable indebtedness of the Borrowers (or certain related entities) used to finance, certain costs of constructing, renovating, remodeling and equipping certain senior living facilities of the Borrowers, or certain related entities, known generally as Glencroft Retirement Community located at 8611 and 8641 North 67th Avenue, 8620 and 8650 North 65th Avenue, 6510, 6540, 6620, 6650 and 6670 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, in Glendale, Arizona (collectively, the "*Campus*"), including, without limitation, (i) the renovation and expansion of the basement of the building located at 8611 North 67th Avenue to house a wellness center, activity rooms and a library, (ii) the renovation of independent living units known as the "*Casitas*" located at 6510, 6540, 6620 and 6650 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, (iii) construction of an approximately 194 square foot addition to Providence Place located at 8641 North 67th Avenue to house rehabilitation services and the renovation of other areas within Providence Place, (iv) the renovation of the main Campus dining room located at 8620 North 65th Avenue, including the construction of an outdoor amphitheater space and an approximately 74 square foot expansion, (v) the replacement of two cooling towers for the Campus, (vi) completion of a Campus re-paving project, and (vii) the renovation and remodeling of other existing facilities located on the Campus (collectively, the "*Project*"); (e) fund any required reserve funds; (f) pay capitalized interest on the Bonds, if any; and (g) pay certain expenses relating to issuance of the Bonds.

The proceeds of the Series 1997 Bonds were used, among other things, to refinance (i) the Deed of Trust Note dated April 4, 1977 in the original principal amount of \$1,981,700,

(ii) the Industrial Development Authority of the County of Maricopa Mortgage Revenue Bonds (Friendship Retirement Corporation - FHA - Insured Project) Series 1981 in the original principal amount of \$1,750,000 and (iii) the Industrial Development Authority of the County of Maricopa Industrial Development Revenue Bonds (Friendship Retirement Corporation Project) Series 1984 in the original principal amount of \$5,000,000, the proceeds of all of which were used to finance the acquisition, construction and equipping of certain senior living facilities at Glencroft Retirement Community, including Glencroft Villa Apartments, consisting of independent and assisted living apartments, and Glencroft Care Center (now known as Providence Place), a nursing care facility.

The proceeds of the HUD Loan were used, among other things, to refinance certain loans issued to Glencroft Towers by the Department of Housing and Urban Development, the proceeds of which were used to construct and equip The Towers, including The Towers at Glencroft, consisting of independent living apartments, and Towers Assisted Living, consisting of assisted living apartments.

The proceeds of the FHA Loan were used, among other things, to finance the costs of constructing and equipping Sarah's Place, consisting of memory care units.

The initial owners or operators of the facilities being financed and/or refinanced with the proceeds of the Bonds are the Borrowers. The facilities to be financed and/or refinanced with the proceeds of the Bonds are located on the approximately 34-acre Glencroft Retirement Community campus at 8611 and 8641 North 67th Avenue, 8620 and 8650 North 65th Avenue, 6510, 6540, 6620, 6650 and 6670 West Butler Drive, and 6511, 6541, 6621 and 6651 West Alice Avenue, in Glendale, Arizona.

The Bonds are limited obligations of the Authority payable solely from revenues, receipts, and security pledged to their payment. The Bonds will not constitute an indebtedness or liability of the Authority, the City of Glendale, Arizona (the "*City*"), the State of Arizona (the "*State*"), or any political subdivision of the State, and neither the faith and credit nor taxing power of the Authority, the City, the State or any political subdivision of the State has been pledged to payment of the Bonds. The Authority has no taxing power.

The public hearing is required by Section 147(f) of the Code. At the time and place set for the public hearing, interested persons will be given the opportunity to express their views, both orally and in writing, on the proposed issuance of Bonds, and the location and nature of the proposed Project to be financed and the refinancing of the Series 1997 Bonds, the HUD Loan and the FHA Loan. Written comments may also be submitted to the law firm of Ryley Carlock & Applewhite, Attention: William Wilder, One North Central Avenue, Suite 1200, Phoenix, Arizona 85004, RE: Glencroft Retirement Community Project, until twenty-four (24) hours before the time and date of the hearing.

This notice is dated May 5, 2016.



Legislation Description

File #: 16-256, Version: 1

RESOLUTION 5113: AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-16-2630 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the entering into of grant agreement HT-16-2630 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) and authorize the City Manager or designee to accept funds in the amount of \$112,000 to provide overtime and services funding for the West Valley Drug Enforcement Task Force (WVDETF) and execute all documents necessary to implement this program.

Background

Glendale Police Department (GPD) has been accepting federal HIDTA grants distributed by the City of Tucson since 2011. The WVDETF was given a HIDTA designation and the initiative is an extension of the United States Department of Justice Drug Enforcement Administration (DEA) Phoenix Task Force. GPD has partnered with DEA for more than two decades and recently entered into an intergovernmental agreement with DEA on September 30, 2015 to continue participation in the Phoenix Task Force, assigning two full-time detectives as part of a joint law enforcement operation. The detectives assigned gather and report intelligence data relating to trafficking in narcotics and dangerous drugs, conduct undercover operations where appropriate, and engage in other traditional methods of investigation. The intent of the joint effort is to suppress drug importation and sales.

By participating in the WVDETF initiative, additional GPD detectives have the opportunity to gain further training and experience with the interdiction of illicit drugs. This additional training and experience ultimately benefits GPD through more efficient and effective coordination of the investigation and apprehensions of dangerous drug traffickers who reside and/or have committed violent crimes in the City of Glendale. The HIDTA grants are awarded yearly and allow continued funding for detectives working the designated initiatives.

Analysis

The City of Tucson, as the HIDTA fiduciary, notifies participating agencies annually of the cycle awards. On April 20, 2016, GPD was notified of the \$112,000 award under grant number HT-16-2630 for use in funding with the WVDETF initiative, authorizing \$87,000 for overtime costs and \$25,000 for services. This is a \$44,000 increase from last year's grant award. If approved, the agreement will be in effect through December 31, 2017. Staff is recommending Council adopt the proposed resolution authorizing the entering into of grant

agreement HT-16-2630, and further authorize the City Manager or designee to accept the funds and execute all documents necessary to implement this program.

Previous Related Council Action

On April 14, 2015, Council adopted a resolution authorizing the entering into of grant agreement HT-15-2538 with the City of Tucson for the HIDTA and authorized the City Manager or designee to accept funds in the amount of \$68,000 to provide overtime and services funding for the WVDETF and execute all documents necessary to implement this program.

Community Benefit/Public Involvement

Participation in the WVDETF initiative assists GPD with more efficient and effective investigations, increasing the apprehension of dangerous drug traffickers, thereby reducing violent crime and improving public safety efforts in the City of Glendale.

Budget and Financial Impacts

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is fully executed.

RESOLUTION NO. 5113 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-16-2630) FOR THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$112,000 TO PROVIDE OVERTIME AND SERVICES FUNDING FOR THE WEST VALLEY DRUG ENFORCEMENT TASK FORCE (WVDETF) BY THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council of the City of Glendale authorizes the entering into of a Grant Agreement (Grant No. HT-16-2630) with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) Grant, and acceptance of grant funds in the amount of \$112,000 to provide overtime and services funding for the West Valley Drug Enforcement Task Force (WVDETF) by the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the entering into and acceptance of said grant on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number *HT-16-2630*

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2016** and terminate on **December 31, 2017**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **West Valley Drug Enforcement Task Force (WVDETF)**
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301
Attn: Chief of Police Debora Black**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$0.00
Fringe Benefits	\$0.00
Overtime	\$87,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$25,000.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$112,000.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement 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 Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: Excluded Parties Listing System <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S 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 Worker's 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 negligence or willful acts or omissions of the Indemnatee, 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Kevin Phelps – City Manager, City of Glendale, Arizona

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Michael D. Bailey – City Attorney, City of Glendale, Arizona

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are 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 the following additional insured language: ***"The City of Tucson, 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, 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. **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 City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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 City of Tucson, 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE 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 City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE 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 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson 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 CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates 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* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. 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 City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: **HT-16-2630**

Date: 5-17-16

Signature: Debra Black

Authorized Official
**Debra Black, Chief of Police,
City of Glendale, Arizona**

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.
2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

- b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.
 - c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.
3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Legislation Description

File #: 16-257, Version: 1

RESOLUTION 5114: AUTHORIZATION TO ENTER INTO GRANT AGREEMENT HT-16-2632 WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA AND ACCEPT FUNDS FOR USE WITH THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the entering into of grant agreement HT-16-2632 with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) and authorize the City Manager or designee to accept funds in the amount of \$40,000 to provide overtime funding for the Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZWANTED) and execute all documents necessary to implement this program.

Background

Glendale Police Department (GPD) has been accepting federal HIDTA grants distributed by the City of Tucson since 2011. The AZWANTED initiative is an extension of the United States Marshals Service (USMS) Violent Offender Task Force. GPD entered into a memorandum of understanding with USMS on March 8, 2011 to join the Task Force and assigned one full-time detective as part of a joint law enforcement operation. The detective assigned investigates and arrests persons who have active state and federal warrants. The intent of the joint effort is to apprehend local, state, and federal fugitives.

By participating in the AZWANTED initiative, additional GPD detectives have the opportunity to gain further training and experience in warrant apprehension. This additional training and experience ultimately benefits GPD through more efficient and effective coordination of the investigations and apprehensions of dangerous and wanted felons who reside and/or have committed violent crimes in the City of Glendale. The HIDTA grants are awarded yearly and allow continued overtime funding for the detectives working with designated Task Forces.

Analysis

The City of Tucson, as the HIDTA fiduciary, notifies participating agencies annually of the cycle awards. On April 20, 2016, GPD was notified of the \$40,000 award under grant number HT-16-2632 for use in overtime funding for the AZWANTED. If approved, the agreement will be in effect through December 31, 2017. Staff is recommending Council adopt the proposed resolution authorizing the entering into of grant agreement HT-16-2632, and further authorize the City Manager or designee to accept the funds and execute all documents necessary to implement this program.

Previous Related Council Action

On April 14, 2015, Council adopted a resolution authorizing the entering into of grant agreement HT-15-2537 with the City of Tucson for the HIDTA and authorized the City Manager or designee to accept funds in the amount of \$40,000 to provide overtime funding for the AZWANTED and execute all documents necessary to implement this program.

On September 9, 2014, Council authorized the acceptance of the 2014 HIDTA grant and the grant adjustment from the City of Tucson in the total amount of \$40,000.

Community Benefit/Public Involvement

Participation in the AZWANTED initiative assists GPD with more efficient and effective investigations, increasing the apprehension of fugitives, thereby reducing violent crime and improving public safety efforts in the City of Glendale.

Budget and Financial Impacts

There is no financial match required for this grant. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is fully executed.

RESOLUTION NO. 5114 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF A GRANT AGREEMENT (GRANT NO. HT-16-2632) WITH THE CITY OF TUCSON FOR THE HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT, AND ACCEPTANCE OF GRANT FUNDS IN THE AMOUNT OF \$40,000 TO PROVIDE OVERTIME FUNDING FOR THE ARIZONA WARRANT APPREHENSION NETWORK AND TACTICAL ENFORCEMENT DETAIL (AZWANTED) BY THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City Council of the City of Glendale authorizes the entering into of a Grant Agreement (Grant No. HT-16-2632) with the City of Tucson for the High Intensity Drug Trafficking Area (HIDTA) Grant, and acceptance of grant funds in the amount of \$40,000 to provide overtime funding for the Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZWANTED) by the Glendale Police Department.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the entering into and acceptance of said grant on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

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CITY OF TUCSON HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA) GRANT AGREEMENT

COT Grant Number *HT-16-2632*

This Grant Agreement is made this 1ST day of January 2016 by and between the CITY OF TUCSON hereinafter called "CITY" and **GOVERNING BODY**, through **Glendale Police Department** hereinafter called "GRANTEE". The CITY enters into this Agreement pursuant to its authority under the provisions of A.R.S. § 11-951, et seq., and the City of Tucson's Resolution number 21460, having satisfied itself as to the qualification of GRANTEE.

NOW, THEREFORE, it is agreed between the parties as follows:

1. This Agreement will commence on **January 1, 2016** and terminate on **December 31, 2017**. This Agreement expires at the end of the award period unless prior written approval for an extension has been obtained from the CITY. A request for extension must be received by the CITY sixty (60) days prior to the end of the award period. The CITY may approve an extension that further the goals and objectives of the program and shall determine the length of any extension within Office of National Drug Control Policy (ONDCP) guidelines.
2. The GRANTEE agrees that grant funds will be used for the **Arizona Warrant Apprehension Network and Tactical Enforcement Detail (AZ WANTED)**.
3. The CITY will monitor the performance of the GRANTEE against goals and performance standards outlined in the grant application. Sub-standard performance as determined by the CITY will constitute non-compliance with this Agreement. The GRANTEE shall operate in a manner consistent with and in compliance with the provisions and stipulations of the approved grant application and this Agreement. If the CITY finds non-compliance, the GRANTEE will receive a written notice that identifies the area of non-compliance, and the appropriate corrective action to be taken. If the GRANTEE does not respond within thirty calendar days to this notice, and does not provide sufficient information concerning the steps that are being taken to correct the problem, the CITY may suspend funding; permanently terminate this Agreement and/or revoke the grant; Any deviation or failure to comply with the purpose and/or conditions of this Agreement without prior written CITY approval may constitute sufficient reason for the CITY to terminate this Agreement; revoke the grant; require the return of all unspent funds, perform an audit of expended funds; and require the return of any previously spent funds which are deemed to have been spent in violation of the purpose or conditions of this grant.
4. This Agreement may be modified only by a written amendment signed by the parties. Any notice given pursuant to this Agreement shall be in writing and shall be considered to have been given when actually received by the following addressee or their agents or employees:

A. If to the City of Tucson:

City of Tucson Police Department
HIDTA FIDUCIARY SECTION
270 S. Stone
Tucson, Arizona 85701
Attn: HIDTA Lead Management Analyst

B. If to the GRANTEE:

**Glendale Police Department
6835 North 57th Drive
Glendale, AZ 85301
Attn: Chief of Police Debora Black**

5. The GRANTEE may make budget adjustments only after written notification with signature approval from Arizona HIDTA Director is provided to the CITY. A grant adjustment notice (GAN) will be issued to the GRANTEE notifying the GRANTEE of the approval. Adjustments or reprogramming of the grantee's budget in an initiative or any reprogramming between initiative and/or agencies; in any amount, require the approval of the Board, the AZ HIDTA Director, and/or the ONDCP in accordance with HIDTA Program Policy and Budget Guidance.

APPROVED LINE ITEM PROGRAM BUDGET	
Personnel:	
Salaries	\$0.00
Fringe Benefits	\$0.00
Overtime	\$40,000.00
Travel	\$0.00
Facilities	\$0.00
Services	\$.00
Operating Expenses:	
Supplies	\$0.00
Other	\$0.00
Equipment (listed below)	\$0.00
TOTAL	\$40,000.00
See attached for budget detail.	

6. The GRANTEE understands that financial reports are required for reimbursement of expenditures.
7. Every payment obligation of the CITY under this Agreement 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 Agreement, this Agreement may be terminated by the CITY. No liability shall accrue to the CITY in the event this provision is exercised, and the CITY shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
8. The GRANTEE understands that prior to the expenditure of confidential funds; an authorized official of the GRANTEE shall sign a certification indicating that he or she has read, understands, and agrees to abide by all of the conditions pertaining to confidential fund expenditures as set forth in *ONDCP Financial and Administrative Guide for Cooperative Agreements Guidelines and Exhibit B*.

9. The GRANTEE certifies that it will comply with *OMB Circular A-102 Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments* as codified in 2 CFR Part 2800 and *OMB Circular A-87 Cost Principles for State, Local and Indian Tribal Governments* and HIDTA Program Policy & Budget Guidance.

Link: *OMB Circulars* <http://www.whitehouse.gov/omb/circulars/index.html>

10. The GRANTEE agrees to account for interest earned on Federal grant funds and shall remit interest earned in excess of the allowable amount as indicated in the *ONDCP Financial and Administrative Guide for Cooperative Agreements* and all unexpended grant funds to the CITY within 30 days after receipt of a written request from the CITY. The GRANTEE agrees to expend all encumbered funds within 90 days of expiration of this award.
11. The GRANTEE agrees to retain all books, account reports, files and other records, (paper and/or electronic) relating to this Agreement and the performance of this Agreement for no less than five (5) years from the last financial report submitted to the CITY. All such documents shall be subject to inspection and audit at reasonable times.
12. For the purpose of this grant, a capital expenditure is \$1,000 or above. If the GRANTEE'S policy defines a capital expenditure as less than \$1,000, the GRANTEE will use its own policy.

The GRANTEE shall maintain a tracking system, in accordance with ONDCP HIDTA Program Policy & Budget Guidance Section 8.4.1, to account for all HIDTA purchased equipment, vehicles, and other items valued at \$ 5000 or more at the time of purchase. This also includes lower cost, high-risk items, electronic devices and software, such as but not limited to digital cameras, palm pilots, and GPS devices.

The GRANTEE agrees to abide by Section 8.6 that those using HIDTA funds to purchase equipment must maintain a current inventory of HIDTA-purchased equipment and must provide that inventory to the HIDTA Director or an ONDCP employee, and/or the CITY upon request. A 100-percent physical inventory of HIDTA-purchased equipment must be conducted at least every two years.

13. The GRANTEE agrees to follow equipment disposition policies outlined in Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards 2 CFR 200 Subpart D- Post Federal Award Requirements, §§ 310-316- Property Standards when the equipment is no longer needed for the grant program. When no longer needed for the original program, the equipment may be used in other activities supported by the Office of National Drug Control Policy.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

The GRANTEE agrees that the purchasing agency shall comply with ONDCP HIDTA Program Policy & Budget Guidance Section 8.07 in determining the end of the useful life and disposition of HIDTA purchased equipment. Purchasing agencies must retain documentation of the disposition and provide to the HIDTA Director and the CITY.

14. The GRANTEE agrees to keep time and attendance sheets signed by the employee and supervisory official having first hand knowledge of the work performed by the grant funded employees. The GRANTEE agrees to track overtime expenses in accordance with ONDCP HIDTA Program Policy & Budget Guidance.

15. The GRANTEE will comply with the audit requirements of Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 200 Subpart F- Audit Requirements and provide the CITY with the audit report and any findings within 90 days of receipt of such finding. If the report contains no findings, the GRANTEE must provide notification that the audit was completed.

Link: *Electronic Code of Federal Regulations* <http://www.ecfr.gov>

16. The GRANTEE agrees that it will submit financial reports and supporting documentation to the CITY through the AZ HIDTA Finance Manager on forms/format provided by the CITY, documenting the activities supported by these grant funds. In the event reports are not received on or before the indicated date(s), funding will be suspended until such time as delinquent report(s) are received. These reports are submitted according to the following schedule:

Report Period Month of:	Due Date:	Report Period Month of:	Due Date:
January 1 - 31	February 25	July 1 - 31	August 25
February 1 - 29	March 25	August 1 - 31	September 25
March 1 - 30	April 25	September 1 - 30	October 25
October 1 - 31	November 25	April 1 - 30	May 25
November 1 - 30	December 25	May 1 - 31	June 25
December 1 - 31	January 25	June 1 - 30	July 25

More frequent reports may be required for GRANTEES who are considered high risk.

17. All goods and services purchased with grant funds must be received by the GRANTEE within 60 days of the expiration of this award.
18. The GRANTEE agrees to obtain ONDCP approval through the Arizona HIDTA Director for all sole-source procurements in excess of \$150,000, and provide written notification to the CITY, as indicated in 2 CFR 200.317 et al.
19. The GRANTEE agrees to check the U.S. General Service Administration (GSA) Excluded Parties Listing Service as required by Executive Order 12549, as defined in 2 CFR 2867.10 et. seq. for individuals, agencies, companies and corporations debarred or suspended from doing business with recipients receiving Federal funds. The GRANTEE agrees not to do business with any individual, agency, company or corporation listed in the Excluded Parties Listing Service.
Link: Excluded Parties Listing System <http://sam.gov>
20. No funds shall be used to supplant federal, state, county or local funds that would otherwise be made available for such purposes. Supplanting means the deliberate reduction of State or local funds because of the existence of Federal funds.
21. The GRANTEE assigns to the CITY any claim for overcharges resulting from antitrust violations to the extent that such violations concern materials or services applied by third parties to the GRANTEE in exchange for grant funds provided under this Agreement.
22. The parties agree to use arbitration in the event of disputes in accordance with the provisions of A.R.S. § 12-1501 et seq.
23. The laws of the State of Arizona apply to questions arising under this Agreement and any litigation regarding this Agreement must be maintained in Arizona courts, except as provided in paragraph 25 of this Agreement pertaining to disputes, which are subject to arbitration.
24. The GRANTEE understands that grant funds will not be released until all required reports and reversion of funds from the prior year grant are submitted to the CITY.

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25. The GRANTEE (as "Indemnitor") agrees to indemnify, defend and hold harmless the CITY (as "Indemnatee") 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 Indemnatee are caused by the act, omission, negligence, misconduct, or other fault of the Indemnitor, its officers, officials, agents, employees, or volunteers. If the GRANTEE is a State agency this paragraph does not apply.
 26. Unless GRANTEE is a State agency, GRANTEE shall cause its contractor(s) and subcontractors, if any to indemnify defend, save and hold harmless the City of Tucson, any jurisdictions or agency issuing any permits for any work arising out of this Agreement, and their respective directors, officers, officials, agents, and employees 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 GRANTEE'S 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 Worker's 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 negligence or willful acts or omissions of the Indemnatee, 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. Insurance requirements for any contractor used by GRANTEE are incorporated herein by this reference and attached to this Agreement as Exhibit "A".
 27. If the GRANTEE is a governmental political subdivision, the GRANTEE will, to the extent possible and practical share criminal justice information with other authorized criminal justice agencies. The process control number (PCN) shall be used in accordance with A.R.S. § 41-1750 when sharing data with other criminal justice agencies as electronic data systems are developed or improved.
 28. The GRANTEE agrees to comply with the non-discrimination requirements of the Omnibus Crime Control and Safe Streets Act of 1968, as amended; 42 USC 3789(d); Title VI of the Civil Rights Act of 1964, as amended; Section 504, Rehabilitation Act of 1973, as amended; Subtitle A, Title II of the Americans with Disabilities Act (ADA) (1990); Title IX of the Education Amendments of 1972 and the Department of Justice regulations 28 CFR Part 54; The Age Discrimination Act of 1975; Department of Justice Non-Discrimination Regulations, 28 CFR Part 42, Subparts C, D, E, G and I; Department of Justice regulations on disability discrimination 28 CFR Part 35; all applicable state laws of A.R.S. § 41-1463; and Executive Orders 1999-4 and 2000-4. These laws prohibit discrimination on the basis of race, color, religion, sex and national origin including Limited English Proficiency (LEP) in the delivery of service. In the event that a Federal or State court or Federal or State administrative agency makes a finding of discrimination after a due process hearing against the GRANTEE, the GRANTEE will forward a copy of the findings to the Office for Civil Rights, Office of Justice Programs and the CITY.

29. The GRANTEE agrees to formulate and keep on file an Equal Employment Opportunity Plan (EEO) (if grantee is required pursuant to 2 CFR 1401.300). The GRANTEE certifies that they have forwarded to the Office for Civil Rights, Office of Justice Programs the EEO, or certifications that they have prepared and have on file an EEO, or that they are exempt from EEO requirements. Failure to comply may result in suspension of the receipt of grant funds. Copies of all submissions such as certifications to or correspondence with the Office for Civil Rights, Office of Justice Programs regarding this requirement must be provided to the CITY by the GRANTEE.
30. The GRANTEE certifies to comply with the Drug-Free Workplace Act of 1988, and implemented in 28 CFR Part 67, Subpart F, for grantees, as defined in 28 CFR, Part 67 Sections 67.615 and 67.620.
31. The GRANTEE agrees to complete and keep on file, as appropriate, Immigration and Naturalization Form (I-9). This form is to be used by recipients to verify that persons are eligible to work in the United States. Additionally the GRANTEE ensures compliance with Executive Order 2005-30 federal immigration laws by state employers and contractors.
32. The GRANTEE agrees to notify the Arizona HIDTA Director and provide written notification to the CITY within ten (10) days in the event that the project official is replaced during the award period.
33. No rights or interest in this Agreement shall be assigned by GRANTEE without prior written approval of the CITY.
34. The GRANTEE agrees that no funds provided, or personnel employed under this Agreement shall be in any way or to any extent engaged in conduct of political activities in violation of U.S.C. Title 5, Part II, Chapter 15, Section 1502.
35. The GRANTEE certifies that it presently has no financial interest and shall not acquire any financial interest, direct or indirect, which would conflict in any manner or degree with the performance of services required under this Agreement.
36. The Grantee certifies that no federal funds will be paid, by or on behalf of, 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 for the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan or cooperative agreement. If any funds other than Federal funds are paid or will be paid to any person for influencing or attempting to influence an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal award, grant loan, or cooperative agreement, the GRANTEE will complete and submit to the CITY Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions

37. This Agreement is subject to cancellation pursuant to the provision of A.R.S. § 38-511.
38. This Agreement may be cancelled at the CITY's discretion if not returned with authorized signatures to the CITY within 90 days of commencement of the award.
39. If any provision of this Agreement is held invalid the remainder of the Agreement shall not be affected thereby and all other parts of this Agreement shall be in full force and effect.
40. Pursuant to resolution number 21460, adopted by Mayor and Council December 15, 2009, the Tucson Police Chief is authorized to enter into contracts and grant agreements for HIDTA operations.
41. In accordance with A.R.S. §41-4401, GRANTEE warrants compliance with E-Verify and all federal immigration laws and regulations relating to employees and warrants compliance with A.R.S. § 23-214A.

IN WITNESS WHEREOF, the parties have made and executed the Agreement the day and year first above written.

FOR GRANTEE:

Signature

Date

Kevin Phelps – City Manager, City of Glendale, Arizona

Printed Name and Title

Note: If applicable, the Agreement must be approved by the appropriate county supervisory board or municipal council and appropriate local counsel (i.e. county or city attorney). Furthermore, if applicable, resolutions and meeting minutes must be forwarded to the CITY with the signed Agreement.

Approved as to form and authority to enter into Agreement:

Legal counsel for GRANTEE

Date

Michael D. Bailey – City Attorney, City of Glendale, Arizona

Printed Name and Title

Statutory or other legal authority to enter into Agreement:

Appropriate A.R.S., ordinance, or charter reference

FOR CITY OF TUCSON:

Chris Magnus, Chief of Police
City of Tucson Police Department

Date

Lisa Judge, Principal Assistant City Attorney
City of Tucson Police Department
Approved as to form

Date



CITY OF TUCSON
GRANT AGREEMENT

**Insurance Requirements
Exhibit "A"**

Insurance Requirements for Governmental Parties to a Grant Agreement:

None.

Insurance Requirements for Any Contractors Used by a Party to the Grant Agreement:

(Note: this applies only to Contractors used by a governmental entity, not to the governmental entity itself.) The *insurance requirements* herein are minimum requirements and in no way limit the indemnity covenants contained in the Intergovernmental Agreement. The City of Tucson in no way warrants that the minimum limits contained herein are sufficient to protect the governmental entity or Contractor from liabilities that might arise out of the performance of the work under this Contract by the Contractor, his agents, representatives, employees or subcontractors, and Contractor and the governmental entity are 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 the following additional insured language: ***"The City of Tucson, 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

- b. Policy shall contain a waiver of subrogation against the City of Tucson, 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. **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 City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees shall be named as additional insured 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"***.

(Note that the other governmental entity(ies) is/are also required to be additional insured(s) and they should supply the Contractor with their own list of persons to be insured.)

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 City of Tucson, 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.

B. **ADDITIONAL INSURANCE REQUIREMENTS:** The policies are to contain, or be endorsed to contain, the following provisions:

1. The City of Tucson, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees *and the other governmental entity* shall be additional insureds to the full limits of liability purchased by the Contractor even if those limits of liability are in excess of those required by the Contract.
2. The Contractor's insurance coverage shall be primary insurance with respect to all other available sources.
3. The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage provided by the Contractor shall not be limited to the liability assumed under the indemnification provisions of its Contract with the other governmental entity(ies) party to the Grant Agreement.

- C. **NOTICE OF CANCELLATION:** Each insurance policy required by the insurance provisions of this Contract shall not be suspended, voided, cancelled, reduced in coverage or in limits except after thirty (30) days prior written notice has been given the City of Tucson. Such notice shall be sent directly to the GRANTEE 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 City of Tucson in no way warrants that the above-required minimum insurer rating is sufficient to protect the Contractor from potential insurer insolvency.
- E. **VERIFICATION OF COVERAGE:** Contractor shall furnish the GRANTEE 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 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 GRANTEE. The City of Tucson's project/contract number and project description are to be noted on the certificate of insurance. The City of Tucson 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 CITY OF TUCSON'S RISK MANAGEMENT SECTION.**

- F. **SUBCONTRACTORS:** Contractor's certificate(s) shall include all subcontractors as insureds under its policies or Contractor shall furnish to the county or local government agency responsible separate certificates 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* must have prior approval from the City of Tucson, Risk Management Section, whose decision shall be final. 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 City of Tucson agency, board, commission, or university then none of the above shall apply.



CITY OF TUCSON
HIGH INTENSITY DRUG TRAFFICKING AREA (HIDTA)
GRANT AGREEMENT

**Confidential Funds Certification
Exhibit "B"**

CONFIDENTIAL FUNDS CERTIFICATION

This is to certify that I have read, understand, and agree to abide by all of the conditions for confidential funds as set forth in the effective edition of the Office of National Drug Control Policy Financial and Administrative Guide.

Grant Number: **HT-16-2632**

Date: 5-17-16

Signature: Debra Black

Authorized Official

**Debra Black, Chief of Police
City of Glendale, Arizona**

PROCEDURES

Each project agency authorized to disburse confidential funds must develop and follow internal procedures, which incorporate the following elements:

Deviations from these elements must receive prior approval of the ONDCP.

1. Imprest Fund. The funds authorized will be established in an imprest fund, which is controlled by a bonded cashier.
2. Advance of Funds: The supervisor of the unit to which the imprest funds is assigned must authorize all advances of funds for the P/I. Such authorization must specify the information to be received, the amount of expenditures, and assumed name of the informant.
3. Informant Files: Informant files are confidential files of the true names, assumed names, and signature of all informants to whom payments of confidential expenditures have been made. To the extent possible, pictures and/or fingerprints of the informant payee should also be maintained. Refer to Informant Files "Documentation" (2) for a list of required documents for the informant files.
4. Cash Receipts.
 - a. The cashier shall receive from the agent or officer authorized to make a confidential payment, receipt for cash advanced to him/her for such purposes.
 - b. The agent or officer shall receive from the informant payee a receipt for cash paid to him/her.

5. Receipts for Purchase of Information. An Informant Payee Receipt shall identify the exact amount paid to and received by the informant payee on the date executed. Cumulative or anticipatory receipts are not permitted. Once the receipt has been completed no alteration is allowed. The agent shall prepare an Informant Payee Receipt containing the following information:
 - a. The jurisdiction initiating the payment.
 - b. A description of the information/evidence received.
 - c. The amount of payment, both in numeral and word form.
 - d. The date on which the payment was made.
 - e. The signature of the informant payee.
 - f. The signature of the case agent or officer making payment.
 - g. The signature of at least one other officer witnessing the payment.
 - h. The signature of the first-line supervisor authorizing and certifying the payment.
6. Review and Certification. The signed Informant Payee Receipt with a memorandum detailing the information received shall be forwarded to the agent or officer in charge. The agent or officer in charge shall compare the signatures. He/she shall also evaluate the information received in relation to the expense incurred, and add his/her evaluation remarks to the report of the agent or officer who made the expenditure from the imprest funds. The certification will be witnessed by the agent or officer in charge on the basis of the report and Informant Payee's Receipt.
7. Reporting of Funds. Each project shall prepare a reconciliation report on the imprest funds on a quarterly basis. Information to be included in the reconciliation report will be the assumed name of the informant payee, the amount received, the nature of the information given, and to what extent this information contributed to the investigation. Recipients/subrecipients shall retain the reconciliation report in their files and shall be available for review unless the State agency requests that the report be submitted to them on a quarterly basis.
8. Record and Audit Provisions. Each project and member agency must maintain specific records of each confidential fund transaction. At a minimum, these records must consist of all documentation concerning the request for funds, processing (to include the review and approve/disapprove), modifications, closure or impact material, and receipts and/or other documentation necessary to justify and track all expenditures. Refer to Informant Files Documentation (2) for a list of documents, which should be in an informant's file. In projects where funds are used for confidential expenditures, it will be understood that all of the above records, except the true name of the informant, are subject to the record and audit provision of grantor agency legislation.

INFORMANT FILES

1. Security. A separate file should be established for each informant for accounting purposes. Informant files should be kept in a separate and secure storage facility, segregated from any other files, and under the exclusive control of the supervisor or an employee designated by him/her. The facility should be locked at all times when unattended. Access to these files should be limited to those employees who have a necessary legitimate need. An informant file should not leave the immediate area except for review by a management official or the handling agent, and should be returned prior to the close of business hours. Sign-out logs should be kept indicating the date, informant number, time in and out, and the signature of the person reviewing the file.

2. Documentation. Each file should include the following information:
 - a. Informant Payment Record - kept on top of the file. This record provides a summary of informant payments.
 - b. Informant Establishment Record - including complete identifying and location data, plus any other documents connected with the informant's establishment.
 - c. Current photograph and fingerprint card (or FBI/State Criminal Identification Number).
 - d. Agreement with cooperating individual.
 - e. Receipt for P/I.
 - f. Copies of all debriefing reports (except for the Headquarters case file).
 - g. Copies of case initiation reports bearing on the utilization of the informant (except for the Headquarters case file).
 - h. Copies of statements signed by the informant (unsigned copies will be placed in appropriate investigative files).
 - i. Any administrative correspondence pertaining to the informant, including documentation of any representations made on his behalf or any other nonmonetary considerations furnished.
 - j. Any deactivation report or declaration of any unsatisfactory informant.

INFORMANT MANAGEMENT AND UTILIZATION

All persons who will be utilized as informants should be established as such. The specific procedures required in establishing a person as an informant may vary from jurisdiction to jurisdiction but, at a minimum, should include the following:

1. Assignment of an informant code name to protect the informant's identity.

2. An informant code book controlled by the supervisor or his/her designee containing:
 - a. Informant's code number.
 - b. Type of information (i.e. informant, defendant/informant, restricted use/informant).
 - c. Informant's true name.
 - d. Name of establishing law enforcement officer.
 - e. Date the establishment is approved.
 - f. Date of deactivation.
3. Establish each informant file in accordance with Informant File Documentation (2).
4. For each informant in an active status, the agent should review the informant file on a quarterly basis to assure it contains all relevant and current information. Where a MATERIAL face that was earlier reported on the Establishment Record is no longer correct (e.g. a change in criminal status, means of locating him/her, etc.), a supplemental establishing report should be submitted with the correct entry.
5. All informants being established should be checked in all available criminal indices. If verified FBI number is available, request a copy of the criminal records from the FBI. Where a verified FBI number is not available, the informant should be fingerprinted with a copy sent to the FBI and appropriate State authorities for analysis. The informant may be utilized on a provisional basis while awaiting a response from the FBI.

PAYMENTS TO INFORMANTS

1. Any person who is to receive payments charged against PE/PI funds should be established as an informant. This includes a person who may otherwise be categorized as sources of information or informants under the control of another agency. The amount of payment should be commensurate with the value of services and/or information provided and should be based on the following factors:
 - a. The level of the targeted individual, organization or operation.
 - b. The amount of the actual or potential seizure.
 - c. The significance of the contribution made by the informant to the desired objectives.
2. There are various circumstances in which payments to informants may be made.
 - a. Payments for Information and/or Active Participation. When an informant assists in developing an investigation, either through supplying information or actively participating in it, he/she may be paid for his/her service either in a lump sum or in staggered payments. Payments for information leading to a seizure, with no defendants, should be held to a minimum.

b. Payment for Informant Protection. When an informant needs protection, law enforcement agencies may absorb the expenses of relocation. These expenses may include travel for the informant and his/her immediate family, movement and/or storage of household goods, and living expense at the new location for a specific period of time (not to exceed 6 months). Payments should not exceed the amounts authorized by law enforcement employees for these activities.

c. Payments to Informants of Another Agency. To use or pay another agency's informant, he/she should be established as an informant. These payments should not be a duplication of a payment from another agency; however, sharing a payment is acceptable.

3. Documentation of payments to informants is critical and should be accomplished on a Informant Payee Receipt. Payment should be made and witnessed by two law enforcement officers and authorized payment amounts should be established and reviewed by at least the first line supervisory level. In unusual circumstances, a non-officer employee or an officer of another law enforcement agency may serve as witness. In all instances, the original signed receipt must be submitted to the project director for review and record keeping.

ACCOUNTING AND CONTROL PROCEDURES

Special accounting and control procedures should govern the use and handling of confidential expenditures, as described below:

1. It is important that expenditures which conceptually should be charged to PE/PI/PS are so charged. It is only in this manner that these funds may be properly managed at all levels, and accurate forecasts of projected needs be made.
2. Each law enforcement entity should apportion its PE/PI/PS allowance throughout its jurisdiction and delegate authority to approve PE/PI/PS expenditures to those offices, as it deems appropriate.
3. Headquarters management should establish guidelines authorizing offices to spend up to a predetermined limit of their total allowance on any buy or investigation.
4. In exercising his/her authority to approve these expenditures, the supervisor should consider:
 - a. The significance of the investigation.
 - b. The need for this expenditure to further the investigation.
 - c. Anticipated expenditures in other investigations.

Funds for PE/PI/PS expenditures should be advanced to the officer for a specific purpose. If they are not expended for that purpose, they should be returned to the cashier. They should not be used for another purpose without first returning them and repeating the authorization and advance process based on the new purpose.

5. Funds for PE/PI/PS expenditure should be advanced to the officer on suitable receipt form. Informant Payee Receipt or a voucher for P/E should be completed to document funds used in the purchase of evidence or funds paid or advanced to an informant.
6. For security purposes there should be a 48-hour limit on the amount of time funds advanced for PE/PI/PS expenditure may be held outstanding. If it becomes apparent at any point within the 48-hour period that the expenditure will not materialize, the funds should be returned to the cashier as soon as possible. An extension of the 48-hour limit may be granted by the level of management that approved the advance. Factors to consider in granting such an extension are:
 - a. The amount of funds involved.
 - b. The degree of security under which the funds are being held.
 - c. How long an extension is required.
 - d. The significance of the expenditure.

Such extensions should be limited to 48 hours. Beyond this, the funds should be returned and readvanced, if necessary. Regardless of circumstances, within 48 hours of the advance, the cashier should be presented with either the unexpended funds, an executed Informant Payee Receipt or purchase of evidence or written notification by management that an extension has been granted.

7. P/S expenditures, when not endangering the safety of the officer or informant, need to be supported by canceled tickets, receipts, lease agreements, etc. If not available, the supervisor, or his immediate subordinate, must certify that the expenditures were necessary and justify why supporting documents were not obtained.



Legislation Description

File #: 16-262, **Version:** 1

RESOLUTION 5115: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT ONE SCHOOL CAMPUS DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing Amendment No. 1 to the intergovernmental agreement (IGA) with Tolleson Union High School District No. 214 (TUHSD214) for the services of a school resource officer (SRO) at one school campus during the 2015-16 school year.

Background

The Glendale Police Department entered into an IGA with TUHSD214 on June 23, 2015 (C10107) to provide the services of a school resource officer at Copper Canyon High School during the 2015-16 school year. The IGA (C10107) that was entered into indicated the term of the agreement shall be from July 30, 2015 until June 30, 2016, which included the 2016 summer school session. It has since been determined by TUHSD214 that a summer school session will not be held at Copper Canyon High School so an amendment to the IGA is necessary.

Analysis

The Glendale Police Department Legal Advisor has reviewed and approved the amendment which will replace the termination date of June 30, 2016 with May 20, 2016. Staff is recommending Council adopt the proposed resolution authorizing Amendment No. 1 to the IGA with TUHSD214.

Previous Related Council Action

On June 23, 2015, Council adopted a resolution (No. 4991 New Series) authorizing the City Manager to enter into an IGA with TUHSD214 to assign one GPD officer to Copper Canyon High School to serve as an SRO for the 2015-16 school year.

RESOLUTION NO. 5115 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 AMENDING THE SCOPE OF THE AGREEMENT.

WHEREAS, on June 23, 2015, the City Council of the City of Glendale approved Resolution No. 4991 New Series authorizing the City Manager to enter into an Intergovernmental Agreement with Tolleson Union High School District No. 214 for a school resource officer at Copper Canyon High School; and

WHEREAS, Tolleson Union High School District No. 214 and the City of Glendale wish to enter into Amendment No. 1 of said agreement to amend the scope of the Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement with Tolleson Union High School District No. 214 amending the scope of the Agreement be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

[Signatures on the following page.]

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_amend tuhsd.doc

**AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Amendment No. 1 to the Intergovernmental Agreement is entered into this 10th day of MAY, 2016, by and between the City of Glendale, a municipal corporation ("City"), and Tolleson Union High School District No. 214 ("District"), a political subdivision of the State of Arizona (City and District are referred to herein individually as a "Party" and collectively as the "Parties").

RECITALS

- A. The Agreement was entered into on or about June 23, 2015 to provide one School Resource Officer for the Copper Canyon High School campus for the 2015-2016 school year and during 2016 summer school.
- B. The parties mutually desire to amend the Agreement to reflect that 2016 summer school will not be included in the scope of the Agreement because it will not be held at Copper Canyon High School.

AMENDMENT

The parties hereby agree as follows:

- 1. Paragraph 1(a) of the Agreement, "General Terms and Conditions-Term" is amended by replacing the termination date of "June 30, 2016" with "May 20, 2016."
- 2. Paragraph 3(a)(i) of the Agreement, "Obligations of the District" is amended by deleting "The District will pay the City an amount not to exceed \$8,754.00 for the 2015-2016 summer school session."
- 3. Except as otherwise amended herein, all other terms and conditions of the Agreement and any prior amendments not in conflict with this Amendment shall remain in full force and effect. If there is a conflict or ambiguity among amendments and the Agreement, the documents in the following order prevail and control: 1) the most recent amendment; 2) the original agreement.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the City and the District have executed this Agreement as of the date of the last signature set forth below.

CITY OF GLENDALE, an Arizona
municipal corporation


Kevin R. Phelps, City Manager

ATTEST:

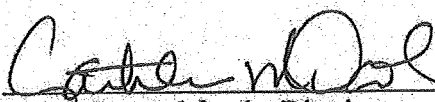
Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

By: 
Tolleson Union High School District No. 214
DR. LEXI CUNNINGHAM, SUPERINTENDENT

Approved as to Form and within the powers and
authority of the District:



Legal Counsel for the District



Legislation Description

File #: 16-263, **Version:** 1

RESOLUTION 5116: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2016-17 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with Peoria Unified School District (PUSD) to assign one Glendale Police Officer at each of the two select campuses to serve as a School Resource Officer (SRO) during the 2016-17 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and GPD; promoting crime prevention and police/community relationships in the schools and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the Police Department.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including PUSD, were able to locate funding in their budgets and began participating in the program once again. PUSD has identified funding for the 2016-17 school year and this IGA will allow the continuation of an existing program for SROs at Cactus High School and Ironwood High School for the new school year beginning on August 10, 2016.

Analysis

If approved, one officer will be assigned to Cactus High School, and one officer will be assigned to Ironwood High School, until May 25, 2017. Staff is recommending that Council adopt the proposed resolution authorizing the City Manager to enter into an IGA with PUSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Previous Related Council Action

On June 23, 2015, Council adopted a resolution (No. 4992 New Series) authorizing the City Manager to enter

into an IGA with PUSD to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows the GPD to continue educational efforts in local schools while increasing police visibility and the presence in the community.

Budget and Financial Impacts

The 2016-17 salary and benefits for the officers in the SRO positions is estimated at \$126,811 per officer. PUSD will pay \$78,084 for each officer at each school, covering the 36 weeks of the school year. The remaining \$48,727 of each officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
\$97,454	1840-33228-500200, School Resource Officer IGAs-Training Salaries

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5116 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH PEORIA UNIFIED SCHOOL DISTRICT FOR SCHOOL RESOURCE OFFICERS DURING THE 2016-17 SCHOOL YEAR AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CACTUS HIGH SCHOOL AND ONE POLICE OFFICER AT IRONWOOD HIGH SCHOOL.

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 an Intergovernmental Agreement with the Peoria Unified School District for one police officer at Cactus High School and one police officer at Ironwood High School during the 2016-17 school year to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
PEORIA UNIFIED SCHOOL DISTRICT
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement ("Agreement") is entered into this ____ day of _____ 2016, by and between the City of Glendale, a municipal corporation ("City"), and the Peoria Unified School District ("District"), for Cactus High School, 6330 West Greenway Road, Glendale, AZ 85306, and Ironwood High School, 6051 West Sweetwater Avenue, Glendale, AZ 85304 ("Schools"), political subdivisions of the State of Arizona. (City, District and Schools are referred to herein individually as a "Party and collectively as the "Parties").

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 10, 2016 to May 25, 2017. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School's administration and student population in reducing crime on the School's campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.
2. Term. The term of the Agreement shall be from August 10, 2016 until the end of the School year, May 25, 2017. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.
3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.
4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department ("GPD"), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay the City \$78,084.00 for the 2016-17 school year based on a daily rate of \$433.80 for 180 school days for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due upon receipt of an itemized statement.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at their assigned School shall be as follows:
 - 6.1 Serve as a liaison between the School and GPD.
 - 6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - 6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
 - 6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
 - 6.5 Enforce all applicable laws in a fair and consistent manner.
 - 6.6 Perform authorized tasks or assignments as instructed by their GPD supervisor.
 - 6.7 Educate the students and School personnel by providing relevant and informative educational programs.
 - 6.8 Will be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 6.9 Maintain a high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:
 - 7.1 Follow-up home visits when needed as a result of School related student problems.
 - 7.2 Incentive programs approved by the Parties.
 - 7.3 In response to off campus, but School related criminal activity.
 - 7.4 In response to emergency police activities.
 - 7.5 Mandatory GPD meetings.
 - 7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
 - 7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.

8.1 The District will provide each police officer an office and such equipment, as is necessary, at their assigned School. The equipment shall include a telephone and filing space capable of being secured.

8.2 The Schools agree to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.

9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.

10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.

11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.

12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.

13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.

14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

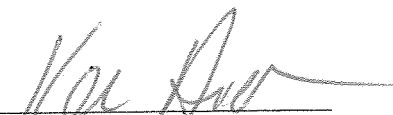
Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)


APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

By: 

Kevin Phelps
Peoria Unified School District

Approved as to Form and within the powers and
authority of the District:



Legal Counsel for the District



Legislation Description

File #: 16-264, Version: 1

RESOLUTION 5117: AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2016-17 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with Glendale Elementary School District No. 40 (GESD40) to assign one Glendale Police Officer at each of the two select campuses to serve as a School Resource Officer (SRO) during the 2016-17 school year.

Background

SROs were assigned to schools in the Glendale area from 1992-2010. This program was primarily funded through grants received by the school districts and was found to be very effective for both the schools and the Glendale Police Department (GPD). Assigned SROs serve as a liaison between the school and GPD; promoting crime prevention and police/community relationships in the schools and to other groups that have a potential impact on juvenile crime. The SROs educate the students and school personnel by providing relevant and informative educational programs dealing with peer pressure, child abuse, gangs, drug awareness, and other related issues. The SROs work on campus while school is in session. During the summer break SROs complete duties assigned by the Police Department.

In 2011, due to a lack of grant funding, the assignment of SROs at campuses was discontinued. In 2013, a few school districts, including GESD40, were able to identify funding in their budgets and began participating in the program once again. In late June 2014, the School Safety Program Oversight Committee agreed to spend almost \$12 million in the upcoming school year on school safety programs to add officers to schools across the state. Challenger Middle School and Harold W. Smith Elementary School, which are part of GESD40, were among the schools selected to receive funds. One officer has been assigned to each campus for the last two consecutive school years. Grant funding is continuing for the 2016-17 school year and this IGA will allow both schools to continue with an SRO for the new school year beginning August 8, 2016.

Analysis

If approved, one officer will be assigned to Challenger Middle School, and one officer will be assigned to Harold W. Smith Elementary School, until May 25, 2017. Staff is recommending that Council adopt the proposed resolution authorizing the City Manager to enter into an IGA with GESD40 to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Previous Related Council Action

On June 23, 2015, Council adopted a resolution (No. 4975 New Series) authorizing the City Manager to enter into an IGA with GESD40 to assign one Glendale Police Officer at each of the two select campuses to serve as an SRO.

Community Benefit/Public Involvement

This partnership allows GPD to continue educational efforts in local schools while increasing police visibility and presence in the community.

Budget and Financial Impacts

The 2016-17 salary and benefits for the officers in the SRO positions was estimated at \$126,811 per officer. GESD40 received grant funding in the approximate amount of \$93,991 for each officer at each school to cover the salary and grant-reimbursable employee related expenses, covering the ten months of the school year. The remaining \$32,820 of each officer's salary and benefits will be paid for by the Police Department.

Cost	Fund-Department-Account
\$65,640	1840-33228-500200, School Resource Officer IGAs-Training Salaries

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5117 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR SCHOOL RESOURCES OFFICERS DURING THE 2016-17 SCHOOL YEAR AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CHALLENGER MIDDLE SCHOOL AND ONE POLICE OFFICER AT HAROLD W. SMITH ELEMENTARY SCHOOL.

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 an Intergovernmental Agreement with the Glendale Elementary School District No. 40 for one police officer at Challenger Middle School and one police officer at Harold W. Smith Elementary School during the 2016-17 school year to aid in reducing crime on the school campus through education, positive interaction and enforcement be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
THE CITY OF GLENDALE
AND
GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40
FOR
SERVICES OF SCHOOL RESOURCE OFFICERS**

This Intergovernmental Agreement (“Agreement”) is entered into this ____ day of _____ 2016, by and between the City of Glendale, a municipal corporation (“City”), and the Glendale Elementary School District No. 40 (“District”), for Challenger Middle School, 6905 West Maryland Avenue, Glendale, AZ 85303, and Harold W. Smith Elementary School, 6534 N 63rd Avenue, Glendale, AZ 85301 (“Schools”), political subdivisions of the State of Arizona. (City and District are referred to herein individually as a “Party and collectively as the “Parties”).

WITNESSETH

1. Purpose of Agreement. The purpose of this Agreement is for the City to assign one police officer to each of the Schools from August 8, 2016 to May 25, 2017. The program is a cooperative effort between the City and the District. The police officers will work with and aid the School’s administration and student population in reducing crime on the School’s campus. Activities include education, positive police/student interaction, and enforcement of criminal laws.
2. Term. The term of the Agreement shall be from August 8, 2016 until the end of the School year, May 25, 2017. During the days the Schools are not in session, the police officers shall perform his/her regular police duties at a station as determined by the Chief of Police or his/her designee.
3. Termination. Either Party upon 30 days prior written notice may terminate the Agreement without cause.
4. Relationship of Parties. City shall have the status of an independent contractor for the purpose of this Agreement. The police officer assigned to the School, shall be considered an employee of the City and shall be subject to its control and supervision; however, the principal (or his/her designee) of the School will provide an evaluation of the assigned police officer to the Chief of Police or his/her designee. The police officer assigned to the School will be subject to the current procedures in effect for police officers of the Glendale Police Department (“GPD”), including attendance at all mandated training and testing to maintain state police officers certification. This Agreement is not intended to, and will not constitute, create, give rise to, or otherwise recognize a joint venture, partnership, or formal business association or organization of any kind between Parties, and the rights and obligations of the Parties shall be only those expressly set forth in this Agreement. The Parties agree that no person supplied by the District to accomplish the goal of this Agreement is a City employee and no rights under City civil service, retirement, or personnel rules accrue to such person.

5. Cost. District agrees to pay the City \$93,990.73 for the 2016-17 school year for each of the police officer's benefits/salary. The District will not be responsible for overtime (unless the District requests it) or other expenses relating to or resulting from police related activities, such as criminal investigations and response to gang fights, assaults, and arsons. Each Party will maintain a budget for expenditures under this Agreement. Payment from the District is due quarterly upon receipt of an itemized statement detailing services rendered.

6. Police Officers Responsibilities. The police officer's duties and responsibilities while at the assigned School shall be as follows:
 - 6.1 Serve as a liaison between the School and GPD.
 - 6.2 Solicit and promote crime prevention and police/community relations in School and/or to other groups that have a potential impact on juvenile crime.
 - 6.3 Consult with students, parents, teachers, and School officials regarding problems and issues. Be knowledgeable of referral agencies in order to provide information to the requesting parties.
 - 6.4 Work with other unit members, School personnel, and provide supervision in a positive, cooperative and productive manner.
 - 6.5 Enforce all applicable laws in a fair and consistent manner.
 - 6.6 Perform an authorized tasks or assignments as instructed by the GPD supervisor.
 - 6.7 Educate the students and School personnel by providing relevant and informative educational programs.
 - 6.8 Be flexible in his/her work schedule to attend major events as deemed appropriate by School administration.
 - 6.9 Maintain high visible presence on and around campus.

7. Time and Place of Performance. The police officer will be available for duty at the assigned School each day that the School is in session during the regular School year. The police officer's activities will be restricted to the designated School grounds except for:
 - 7.1 Follow-up home visits when needed as a result of School related student problems.
 - 7.2 Incentive programs approved by the Parties.
 - 7.3 In response to off campus, but School related criminal activity.
 - 7.4 In response to emergency police activities.
 - 7.5 Mandatory GPD meetings.
 - 7.6 Mandatory GPD programs to maintain continuing proficiency standards to maintain police officers certification.
 - 7.7 Any scheduled court hearings, trials or grand jury that requires the police officer's appearance.

8. District Responsibilities.
 - 8.1 The District will provide each police officer an office and such equipment, as is necessary, at the assigned School. The equipment shall include a telephone and filing space capable of being secured.
 - 8.2 The Schools agrees to act reasonably and in good faith to assist the police officer in the performance of his/her duties and responsibilities.
9. Cancellation. The City and the District acknowledge that this Agreement is subject to cancellation by either Party pursuant to the provisions of A.R.S. § 38-511.
10. Program Continuation Subject to Appropriation. The provisions of this Agreement shall be effective when funds are appropriated for purposes of this Agreement and are actually available for payment by the District. The District shall be the sole judge and authority in determining the availability of funds under this Agreement. The District shall keep the City fully informed as to the availability of funds for its program. The obligation of the District to make any payment pursuant to this Agreement is a current expense of the District, payable exclusively from such annual appropriations, and is not a general obligation or indebtedness of the District. If the Board of the District fails to appropriate money sufficient to pay the reimbursements as set forth in this Agreement during any immediately succeeding fiscal year, this Agreement shall terminate at the end of then-current fiscal year and the City and the District shall be relieved of any subsequent obligation under this Agreement.
11. Entire Agreement. This Agreement comprises the entire agreement of the Parties and supersedes any and all other agreements or understandings, oral and written, whether previous to the execution hereof or contemporaneous herewith. Any amendments or modifications to this Agreement shall be made only in writing and signed by the Parties to this Agreement.
12. Applicable Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
13. Worker's Compensation. An employee of either Party shall be deemed to be an "employee" of both public agencies while performing pursuant to this Agreement solely for purposes of A.R.S. § 23-1022 and the Arizona Workers' Compensation laws. The primary employer shall be solely liable for any workers' compensation benefits, which may accrue. Each Party shall post a notice pursuant to the provisions of A.R.S. § 23-1022.
14. FERPA Compliance. Both Parties will ensure that the dissemination and disposition of educational records complies at all times with the Family Educational Rights and Privacy Act of 1974 and any subsequent amendments thereto.

IN WITNESS HEREOF, the Parties, through their respective undersigned authorized officers, have duly executed this Agreement as of the day and year first written above.

CITY OF GLENDALE, an Arizona
municipal corporation

Kevin R. Phelps, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

By: _____
Glendale Elementary School District No. 40

Approved as to Form and within the powers and
authority of the District:

Legal Counsel for the District



Legislation Description

File #: 16-271, Version: 1

RESOLUTION 5118: AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "GLENDALE LIBRARIES TRANSFORM: EXPRESS YOURSELF" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the acceptance of a Library Services and Technology Act (LSTA) grant in the amount of \$23,950 from the Arizona State Library, Archives and Public Records Agency for the "Glendale Libraries Transform: Express Yourself" project.

Background

Providing access to technology and increasing our patrons' ability to use technology is an important philosophy of the Glendale Public Library system. The library has the opportunity to apply for LSTA grants through the Arizona State Library, Archives and Public Records Agency, which targets technology and programming projects as one of its areas of available funding. This grant will provide creative self-exploration programming for all ages at the three branches of the Glendale Public Library.

Through the "Glendale Libraries Transform: Express Yourself" project, members of the community of all ages will benefit by learning how to share their personal creative visions in the mediums or formats that best suit each individual. Program participants will develop increased knowledge and skill sets through trying new creative means of self-expression. Programming librarians at each branch will hire presenters or present programs themselves in a variety of artistic mediums for all ages. Two major events include a "Tellabration" storytelling festival and the Arizona Songwriters Gathering, while smaller programs led by individual artists and instructors would take place throughout the grant cycle occurring from September 2016 through August 2017. At least three programs per month would be offered at each facility.

Earlier this year, the Library applied for funding of these programs and was recently notified by the Arizona State Library, Archives and Public Records Agency that the request will be funded.

Analysis

If approved by Council, the library will use the grant funds to provide multiple hands-on programs that allow the community to discover and enjoy new mediums of self-expression. Songwriting, storytelling, art projects, music and drama workshops are just a few of the many programming opportunities that will be provided throughout the fiscal year. The expected outcome of this project is to increase creative and technological skills and cultural literacy for all ages.

Community Benefit/Public Involvement

The project will address the community's expressed desire for hands-on, creative programming opportunities for all ages. The library has learned that the community enjoys variety and desires additional creative programming options. At the March 9, 2016, Library Advisory Board meeting, this item was reviewed and approved in concept.

Budget and Financial Impacts

Existing and requested funds in the FY 16-17 library budget will be used as a required match for this grant. This amount will consist of \$1,000 in general office supplies, \$2,000 in collection development costs from the library's book budget and approximately \$3,300 in printing costs for the library program calendar.

Cost	Fund-Department-Account
\$1,000	1000-15220-526000, Office Supplies
\$2,000	1000-15220-527400, Books
\$3,300	1000-15220-529600, Promotion & Publicity

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from? N/A

RESOLUTION NO. 5118 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER FROM THE STATE OF ARIZONA DEPARTMENT OF LIBRARY, ARCHIVES AND PUBLIC RECORDS IN THE AMOUNT OF \$23,950 FOR THE GLENDALE LIBRARY TRANSFORM: EXPRESS YOURSELF PROJECT.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer (Grant No. 2016-32026-07) from the State of Arizona Department of Library, Archives and Public Records in the amount of \$23, 950 for the Glendale Library Transform: Express Yourself Project.

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 acceptance of said grant on behalf of the City

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

LSTA 2016 Application**Organization Information**

Organization Information		
Library Name Glendale Public Library		
Library Address 5959 W. Brown Street		
City	State	Zip Code
Glendale	AZ	85302
Website Address www.glendaleaz.com/library		
DUNS Number 077523579		

Project Contacts

Project Administrator		
Prefix	First Name	Last Name
Ms	Merideth	Jenson-Benjamin
E-mail	Phone	Fax
mjenson-benjamin@glendaleaz.com	623-930-3580	

Legal Administrator (if different from Project Administrator)		
Prefix	First Name	Last Name
<None>	Merideth	Glendale

E-mail	Phone	Fax
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Request Information

Project Category

Choose One Category
Learning

Needs Assessment

What community need or opportunity does your project address?

This project addresses the community's expressed desire for hands-on, creative programming opportunities for all ages. In the article "Culture and Self-Expression," Heejung S. Kim and Deborah Ko state that "Self-expression is ... closely associated with a horde of positive concepts, such as freedom, creativity, style, courage, self-assurance, and even healing and spirituality" and note that creative self-expression has been shown to improve both physical and psychological health, findings reinforced by Heather L. Stuckey and Jeremy Nobel in the American Journal of Public Health. By providing our patrons with opportunities for exploring new modes of self-expression, we position the library not only as an information hub and community resource, but as a place of personal transformation, development, health and wellness.

How do you know this is a need?

Evaluations from FY 2015's Create, Connect, Collaborate and FY 2016's Tell Your Story LSTA grants indicate that the community enjoys having a variety of creative arts program options and would like more to be offered. A new grant with a focus on self-expression continues the success and momentum of the Create, Connect, Collaborate and Tell Your Story grants.

What audiences are you targeting with this project and why?

The Glendale Public Library provides services to all ages in the community, thus our target audience will be all ages so no member of our community is left out.

How does this project relate to your library's mission or other plans (such as a technology plan)?

Express Yourself! relates directly to the Glendale Public Library's mission statement: "To empower our community by providing free and equitable access to information, technology, cultural, educational and life-enhancing materials and services."

Project Outcomes

What specific change do you intend to achieve with this project?

We have identified two desired outcomes for the Express Yourself:

1. Participants will learn new creative mediums for self-expression.
2. Participants will develop increased comfort, knowledge levels and skills relating to creative expression.

Briefly explain why you have selected this outcome, tying it to the Needs Assessment provided.

1. Participants will learn new creative mediums for self-expression. This outcome is selected because self-expression can take a multitude of forms, many of which have not been considered or sampled by our patrons. It has also been selected because our community has expressed enthusiastic interest in continued creative arts opportunities.
2. Participants will develop increased comfort, knowledge levels and skills relating to creative expression. This outcome was selected because comfort, knowledge and skills are key aspects of successful self-expression.

Why is this project the best approach?

This project is the best approach to providing the means of creative self-expression to the public because the library is uniquely situated as both a community gathering place, and an information hub. Patrons can attend programs to get hands-on experience with different forms of self-expression, and then, they wish to further their experience, use the expertise of library staff and the library collection to continue to gain knowledge, skills and increase their comfort levels.

How will the general public participate or use this product? Who will participate, and how many will directly participate in the first year? How will you publicize this activity or product?

The general public will participate by engaging in scheduled programs. Program attendance will be limited only by designated age group and maximum number of participants allotted in each individual program. We estimate that a minimum of 20 participants will be able to attend most programs, with at least 100 participants able to attend the Storytelling Festival and more than 400 the Songwriters Gathering. Two thousand people will directly participate in the first year.

Marketing funds will be used for print materials to advertise available programs. We will publicize program opportunities through our online calendar, print calendar, website, word-of-mouth, and press releases. Photos of selected program projects will be shared via the library's website and social media so a wide audience can enjoy the work of the participants.

Project Activities

What steps has your library taken to prepare for this project?

We have prepared for this project by identifying potential new programs to offer along with artists to lead them, securing a commitment from Westside Storytellers and Arizona Songwriters Association and brainstorming librarian-led programs. If successful, we plan to continue this project by applying for future grant opportunities and keeping the project fresh by focusing on a new element of creative arts programming each year, based on community feedback.

What will you do, and how will you do it? Give specific information about the types of activities, number of programs, or resources you'll make available.

We plan on offering at least 97 programs for youth, teens and adults at the three library branches. Programming librarians at each branch will hire presenters or present programs themselves in a variety of artistic mediums for age levels Pre-K, K-3, tween, teen, and adult. Some of the projected programs include a Tellabration storytelling festival, offered by The West Side Story Tellers (paid presenters) and the Arizona Songwriters Gathering, presented in partnership with the Arizona Songwriters Association. Programs will be offered September 2016 through August 2017 with the Storytelling Festival occurring in November 2016, and the Songwriters

Festival in January 2017. Smaller programs led by individual artists and instructors will take place throughout the grant cycle. At least three programs will be offered at each branch, each month. The general public will participate by engaging in scheduled programs. Program attendance will be limited only by designated age group and maximum number of participants allotted in each individual program. We estimate that a minimum of 20 participants will be able to attend most programs, with at least 100 participants able to attend the Storytelling Festival and more than 400 the Songwriters Gathering. Two thousand people will directly participate in the first year. Marketing funds will be used for print materials to advertise available programs. We will publicize program opportunities through our online calendar, print calendar, website, word-of-mouth, and press releases. Photos of selected program projects will be shared via the library's website and social media so a wide audience can enjoy the work of the participants.

List at least one product or activity that will help you meet the outcome. All products and activities that are a part of your project should be linked to an outcome.

Both the Tellebration Storytelling Festival and the Arizona Songwriters Gathering will help us meet our outcomes by providing library patrons with opportunities to learn about new creative mediums (storytelling, songwriting and performance). By providing opportunities for learning, such as Tellebration and the Arizona Songwriters Gathering, participants will develop increased comfort, knowledge levels and skills, relating to storytelling, songwriting and performance as a form of self-expression.

Project Evaluation

Describe what tool(s) or method(s) you will use to evaluate each product or activity listed. Examples include pre- and post-assessments, surveys, benchmarks, and observations.

The evaluation tool will consist of a written survey, to be filled out by willing participants. Evaluations will be tallied using Google Forms and Analytics or a similar method, which will provide the Project Director a sortable tool for tracking outcomes. The survey will track program participants comfort with the medium of expression before and after the event,

Project Personnel

Provide a list of the names of project personnel, the organization they represent and their title, and a description of their duties for this project. Merideth Jenson-Benjamin (Project Manager, Main Library Administrative Librarian) Merideth will be the grant administrator. She will oversee the budget, produce the Google Analytics materials and evaluate outcomes. She will coordinate with Main Library staff to plan and implement all Main Library programs. She will also produce social media marketing content for all program opportunities.

Greg Kinder (Velma Teague Administrative Librarian) Greg will work with his staff at Velma Teague to plan and implement all Velma Teague branch programs.

Kristin Fletcher-Spear (Foothills Branch Administrative Librarian) Kristin has extensive previous LSTA grant experience and will coordinate her staff to plan and implement all Foothills programs.

Anna Caggiano (Website Coordinator) Anna is a seasoned website coordinator both for the Glendale Public Library and the City of Glendale Community Services Department. She will create a web presence for project photos, as well as market all program opportunities through the Glendale Public Library website.

Roberta Bonaski (Marketing and Communications Manager) Roberta is the new Marketing and Communications Program Manager, Community Services Department in the City of Glendale. She will market all program opportunities through press releases, email communications and other City of Glendale marketing channels.

Identify the project director, and explain why he or she is appropriate for this project

Merideth Jenson-Benjamin is the project director. She is appropriate for this project as she has a great deal of expertise in planning and producing programs for patrons of all ages. She was the Assistant Director of the LSTA 2015 Go Mobile grant at Glendale Public Library and served as project personnel for the 2015 Tell Your Story Grant, 2014 Create, Connect, Collaborate Grant and 2013 S.T.E.M. at the Library Grant.

If special skills or expertise are necessary for a participant, briefly list his or her qualifications.

Provide a brief resume for any consultant for whom you are requesting LSTA funds.

Partners

If you are partnering with other organizations for this project, describe each partner's role. Enter N/A if not applicable.

The West Side Story Tellers will assist with planning and producing the Tellebration Storytelling Festival in November 2016

The Arizona Songwriters Association will assist with planning and producing the Arizona Songwriters Gathering in January 2017

Include a letter of support from each institutional partner.

[Letters of Support Express Yourself 2016.pdf](#)

Timeline/Schedule of Activities

What are the major steps you'll take to reach the outcomes you've listed? Programming librarians at each branch will hire presenters or present programs themselves in a variety of artistic mediums for age levels Pre-K, K-3, tween, teen, and adult. Some of the projected programs include a Tellebration storytelling festival, offered by The West Side Story Tellers (paid presenters) and the Arizona Songwriters Gathering, presented in partnership with the Arizona Songwriters Association. Programs will be offered September 2016 through August 2017 with the Storytelling Festival occurring in November 2016, and the Songwriters Festival in January 2017. Smaller programs led by individual artists and instructors will take place throughout the grant cycle. At least three programs will be offered at each branch, each month. The general public will participate by engaging in scheduled programs.

Provide a timeline that includes planning, implementation and evaluation, and indicates when funds will be spent. Remember, funds are not available before May 20, 2016, and must be spent by August 4, 2017.

March through August 2016: Project Director will obtain permission from City of Glendale to apply, write, and submit grant. Administrative Librarians will plan each branch's monthly activities on a quarterly basis working within their designated budget. Artist teachers are selected and contracts established. The Website Coordinator will market each program, the printed calendar will be prepared for release and press releases will be sent.

September through December 2016: Fall programming will begin at each branch. Attendance will be tallied, and evaluations will be collected. Program planning for Spring will be completed and submitted for marketing. Collection development will focus on artistic mediums offered in the individual programs. The Storytelling Festival will take place in November 2016.

December 2016 through April 2017: Spring programming will begin at each branch. Attendance will be tallied, evaluations will be collected. The Songwriters Festival will take place in January 2017. The Website Coordinator and Marketing and Communications Manager will continue web and print marketing. Summer programs will be planned and marketed. Collection development will continue.

May 2017 through August 2017 : Summer programs will begin at each branch. The final attendance numbers and evaluations will be collected and tallied. All funds will be spent by end of August. The Project Director will submit the final grant paperwork.

Provide specifics about each public program activity, including the date and location. Enter N/A if not applicable.

Specific rooms and exact dates cannot be confirmed this far in the future. However, potential programs include:

Youth Programs

Artistry workshops based on the work of famous picture book artists (i.e. Eric Carle, Leo Lionni)

Puppetry and theater workshops - making puppets, writing and producing plays

Artistry workshops -- each devoted to a different medium

Fit and fun workshops -- creative sports and physical games

Not Beary Scary -- Halloween event for preschoolers

Tunetime -- music, movement and storytime for preschoolers

Dance around the world -- workshops exploring dance styles from different cultures/countries

Tween Programs:

Artistry workshops based on the work of famous artists (i.e. Jackson Pollock, Andy Warhol)

Duct tape workshop
Coding/game design workshops (in conjunction with Arizona Code Club)
Legomania -- tweens are encouraged to work in groups to build original Lego creations
Fit and fun workshops -- creative sports and physical games
Poetry for kids
Fashion design workshop
Robotics workshop (potential partnership with ASU Mars Education Program)
Miniature workshop -- Dollhouse camp or similar program (potential partnership with Phoenix Small World Miniature Club)
T-Shirt Transformers -- Use various art supplies to transform your favorite t-shirt (tie-dye, stencils and fabric paint, etc.) into a wearable masterpiece.
Create an online book using Storybird.com or Utellstory.com (allows students to create a short online storybook that can include spoken as well as written text, images and video)

Teen Programs

Cosplay workshops -- making costume pieces and props for cosplay (costumed play)
Comics creation workshops -- writing, illustrating, inking, and publishing a print or online comic
Improv and drama workshops -- including workshops on stage combat, set design, and performance
Live action role play (LARP) workshop/game at the library
Writing workshops (partnership with Arizona State Library Writer in Residence program)
Artistry workshops -- a series of programs, each devoted to a different artistic medium
Life hacks workshops
Photography workshops and in-library displays
Music and DJ workshops
Fashion design and sewing workshops

Adult Programs

Creative doodling/Zentangle workshop
Adult coloring clubs
Stamping/cardmaking workshop
Trash to treasure workshop - remaking discarded/recyclable materials into decorative objects
Ukulele workshop
Singing/voice training workshops
Cell phone photography workshop
Gardening workshops (potential partnership with Glendale Conservation and Sustainable Living Department)
Artistry workshops -- a series of programs, each devoted to a different

artistic medium
 Meditation classes
 Writing workshops (partnership with Arizona State Library Writer in Residence Program)

All Ages Programs

Community collaborative art piece - a unique mosaic with tiles designed by library patrons and put on rotating display at the three Glendale Public Library branches and other City of Glendale facilities

Mobile makerspace -- a tool kit that can be moved among library branches that has tools for creating/making (3D printer, laptop, CAD software, etc.)

Sustainability

If successful, will you continue this project once the grant period has ended?
 If so, how will you sustain it?

Specific rooms and exact dates cannot be confirmed this far in the future. Project Director will ensure that this is Glendale Public Library's programming focus for the next year and will secure the availability of rooms for programs.

Summary Project Information

Project Title

Glendale Libraries Transform: Express Yourself

Briefly summarize the project, by completing the following: The goal of this project is_____; Funds will be used to_____; Community members will benefit because _____.

The goal of this project will be to provide creative self-exploration programming for all ages at the three branches of the Glendale Public Library. Funds will be used to provide multiple hands-on programs that allow the community to discover and enjoy new mediums of self-expression. The community will benefit by learning how to share their personal creative visions in the medium or mediums that best suit each individual, by developing increased knowledge and skill sets in trying new creative means of self-expression.

Select a Primary Project Intent. Please Check one.
Improve users' general knowledge and skills (Lifelong Learning)

Amount of grant funds you are requesting:
\$23,950

For your library, is this project New or Continuing?
New

Budget Information

Project Budget

Provide a detailed explanation and justification of the proposed LSTA expenditures. Quotes, estimates, mileage, and other methods of calculating budget items should be detailed.

\$22,450 in funds have been requested to produce 97 programs at the 3 branches of the Glendale Public Library. Each program has been assigned a \$200-\$250 budget, with an additional \$1000 each requested to produce the Tellebration Storytelling Festival and the Arizona Songwriters Gathering. This amount will cover materials costs, as well as paying presenters and instructors, in order to provide a wide variety of hands-on creative expression programming. The budget for programming was arrived at by canvassing local artisans, staff within the Glendale Public Library, and examining past program costs. The \$1000 budget for the Tellebration Storytelling Festival and the Arizona Songwriters Gathering was reached in collaboration with The West Side Story Tellers and the Arizona Songwriters Association.

\$1500 has been requested for marketing. This amount was determined by examining printing fees, the cost of online publication, and with the input of marketing specialists at the Glendale Public Library.

In-kind costs will be \$1,000 in paper and ink for flyers, and \$3,300 in professional printing of the bi-monthly library events calendar. Glendale Public Library will also provide \$2000 in in-kind collection development, selecting materials on self-expression, writing and artistic techniques highlighted in selected programs. Staff time in-kind costs will equal an estimated \$48,000. Total in-kind funds will equal \$53,333

Project Budget Form

- **Complete the budget form below for the project described in this application.**
- **In-kind services or funds are not required, but are encouraged.**

\$ Salary/Benefits Requested \$ Local Match Total Salary Wages and Tips
 48000 48000 Refresh

Salary, Wage and Benefits Description
 Staff to plan, produce and publicize grant funded programs.

\$ Consultant Fees Requested \$ Local Match Total Consultant
 0 Refresh

Consultant Fees Description

\$Travel Requested \$ Local Match Travel Description Total Travel
 0 Refresh

\$ Supplies/Materials Requested \$ Local Match
 22450 3000

Supplies Description
 funds have been requested to produce 97 programs at the 3 branches of the Glendale Public Library.

Total Supplies and
 Materials

25450 Refresh

\$ Equipment Requested \$ Local Match Equipment Description
 A single item valued at \$5,000 or more

Total Equipment

0 Refresh

\$ Services Requested \$ Local Match Total Services
 1500 1500 Refresh

Services Description		
Funds to market grant funded events		
\$ Indirect Costs Requested	\$ Local Match	Indirect Total
	3300	3300 <input type="checkbox"/> Refresh
\$ Total Grant Budget	\$ Total Local Match	
Click on calculator icon to total the amounts	Click on calculator icon to total the amounts	
23950 <input type="checkbox"/> Refresh	54300 <input type="checkbox"/> Refresh	
Total Budget		
Click on calculator icon to total the amounts		
78250 <input type="checkbox"/> Refresh		

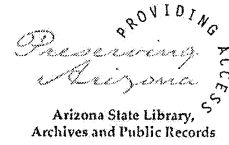
Beneficiaries

Beneficiaries
Age Group All Ages
Population Served (Optional)
Ethnicity (Optional)

Certification

**To complete your application
please fill out the certification form, print it, sign it and mail to:
Grants Consultant
Arizona State Library, Archives & Public Records
1700 W. Washington St., Suite 200
Phoenix, AZ 85007**

[Click here to open the certification form](#)



Award Notification for LSTA Subgrants

Library Name & Address: Glendale Public Library 5959 W. Brown St. Glendale, AZ 85302	State Project Number: 2016-36026-07	
Project Name: Glendale Libraries Transform: Express Yourself	Project Manager: Jenson-Benjamin, Merideth	
CFDA Number: 45.310	Amount Awarded: \$ 23950	
DUNS: 77523579	Indirect Cost Rate: 0.00	
Period of Performance: May 20, 2016 to August 4, 2017	Final Report Due: September 4, 2017	
Contact for LSTA grant questions: Janet "Jaime" Ball, Library Development Administrator	Phone: 602-542-6266	Email: jball@azlibrary.gov

Enclosures:

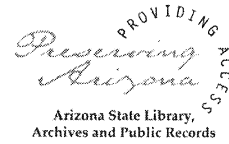
- General Assurances and Certifications
- Internet Safety Certification
- Non-Construction Assurances
- Managing Your LSTA Grant Award

Holly Henley

Holly Henley, State Librarian & Director of Library Services

5/6/16

Date



Assurances and Certifications for 2016 Arizona LSTA Subgrant Award

1. Nondiscrimination

The applicant shall comply with the following nondiscrimination statutes and their implementing regulations:

- a) Title VI of the Civil Rights Act of 1964, as amended (42 U.S.C. § 2000 *et seq.*), which prohibits discrimination on the basis of race, color, or national origin;
- b) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 701 *et seq.*), which prohibits discrimination on the basis of disability (note: IMLS applies the regulations in 45 C.F.R part 1170 in determining compliance with § 504 as it applies to recipients of Federal assistance);
- c) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681–83, 1685–86), which prohibits discrimination on the basis of sex in education programs;
- d) the Age Discrimination in Employment Act of 1975, as amended (42 U.S.C. § 6101 *et seq.*), which prohibits discrimination on the basis of age; and
- e) the requirements of any other nondiscrimination statute(s) which may apply.

2. Debarment and Suspension

The applicant shall comply with 2 C.F.R. part 3185 and 2 C.F.R., as applicable. The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that neither the applicant nor any of its principals:

- a) Are presently excluded or disqualified;
- b) Have been convicted within the preceding three years of any of the offenses listed in 2 C.F.R. §180.800(a) or had a civil judgment rendered against it or them for one of those offenses within that time period;
- c) Are presently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State, or local) with commission of any of the offenses listed in 2 C.F.R. §180.800(a); or
- d) Have had one or more public transactions (Federal, State, or local) terminated within the preceding three years for cause or default.

Where the applicant is unable to certify to any of the statements in this certification, the authorized representative shall attach an explanation to this form.

The applicant is required to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) as a condition of participation in the award. The applicant is also required to communicate the requirement to comply with 2 C.F.R. part 180 subpart C (Responsibilities of Participants Regarding Transactions Doing Business with Other Persons) to persons at the next lower tier with whom the applicant enters into covered transactions.

3. Drug-Free Workplace

The authorized representative, on behalf of the applicant, certifies, as a condition of the award, that the applicant will or will continue to provide a drug-free workplace by complying with the requirements in 2 C.F.R. part 3186 (Requirements for Drug-Free Workplace (Financial Assistance)). In particular, the applicant as the recipient must comply with drug-free workplace requirements in subpart B of 2 C.F.R. part 3186, which adopts the Government-wide implementation (2 C.F.R. part 182) of sections 5152-5158 of the Drug-Free Workplace Act of 1988 (P. L. 100-690, Title V, Subtitle D; 41 U.S.C. §§ 701707).

This includes, but is not limited to: making a good faith effort, on a continuing basis, to maintain a drug-free workplace; publishing a drug-free workplace statement; establishing a drug-free awareness program for the applicant's employees; taking actions concerning employees who are convicted of violating drug statutes in the workplace; and identifying (either at the time of application or upon award, or in documents that the applicant keeps on file in its offices) all known workplaces under its Federal awards.

4. Federal Debt Status The authorized representative, on behalf of the applicant, certifies to the best of his or her knowledge and belief that the applicant is not delinquent in the repayment of any Federal debt.

5. Certification Regarding Lobbying Activities (Applies to Applicants Requesting Funds in Excess of \$100,000)(31 U.S.C. §1352)

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

- a) No Federal appropriated funds have been paid or will be paid, by or on behalf of the authorized representative, 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.
- b) If any funds other than Federal appropriated funds have been paid or will be paid to any person (other than a regularly employed officer or employee of the applicant, as provided in 31 U.S.C. § 1352) 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 authorized representative shall complete and submit Standard Form LLL, "Disclosure of Lobbying Activities," in accordance with its instructions.
- c) The authorized representative 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 is placed when the transaction is made or entered into. Submission of this certification is a prerequisite for making or entering into the transaction imposed by 31 U.S.C. § 1352. 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.

In addition, in accordance with Federal appropriations law, no IMLS funds may be used for publicity or propaganda purposes for the preparation, distribution, or use of any kit, pamphlet, booklet, publication, electronic communication, radio, television, or video presentation designed to support or defeat the enactment of legislation before the Congress or any State or local legislature or legislative body or designed to support or defeat any proposed or pending regulation, administrative action, or order issued by the executive branch of any State or local government. No IMLS funds may be used to pay the salary or expenses of any grant or contract recipient, or agent acting for such recipient, related to any activity designed to influence the enactment of legislation, appropriations, regulation, administrative action or Executive order proposed or pending before the Congress or any State government, State legislature or local legislature or legislative body.

6. Trafficking in Persons

The applicant must comply with Federal law pertaining to trafficking in persons. Under 22 § 7104(g), any grant, contract, or cooperative agreement entered into by a Federal agency and a private entity shall include a condition that authorizes the Federal agency (IMLS) to terminate the grant, contract, or cooperative agreement, if the grantee, subgrantee, contractor, or subcontractor engages in trafficking in persons, procures a commercial sex act, or uses forced labor.

7. General Certification The authorized representative, on behalf of the applicant, certifies that the applicant will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing the program. These assurances and certifications are provided in connection with any and all financial assistance from the Institute of Museum and Library Services after the date this form is signed. These assurances and certifications are binding on the applicant, its successors, transferees, and assignees, and on the Authorized Certifying Official whose signature appears below.

The undersigned further provides assurances that it will include, as applicable, the language of the assurances and certifications in all subawards and that all subrecipients shall certify and disclose accordingly.

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

Signature of Authorized Certifying Official

Library Name

Glendale Public Library

Kevin R. Phelps - City Manager

Print Name and Title of Authorized Certifying Official

Date



**INTERNET SAFETY CERTIFICATION FOR APPLICANT PUBLIC LIBRARIES,
PUBLIC ELEMENTARY AND SECONDARY SCHOOL LIBRARIES, and
CONSORTIA WITH PUBLIC AND/OR PUBLIC SCHOOL LIBRARIES**

As the duly authorized representative of the applicant library, I hereby certify that the library is (*check only one of the following boxes*)

A. CIPA Compliant (*The applicant library has complied with the requirements of 20 U.S.C. § 9134(f) et seq.*)

OR

B. The CIPA requirements do not apply because no funds made available under the LSTA program are being used to purchase computers to access the Internet, or to pay for direct costs associated with accessing the Internet.

Signature of Authorized Representative

Kevin R. Phelps
Printed Name of Authorized Representative

City Manager
Title of Authorized Representative

Date

Glendale Public Library
Name of Applicant Library/Program

ASSURANCES - NON-CONSTRUCTION PROGRAMS

Public reporting burden for this collection of information is estimated to average 15 minutes per response, including time for reviewing instructions, searching existing data sources, gathering and maintaining the data needed, and completing and reviewing the collection of information. Send comments regarding the burden estimate or any other aspect of this collection of information, including suggestions for reducing this burden, to the Office of Management and Budget, Paperwork Reduction Project (0348-0040), Washington, DC 20503.

PLEASE DO NOT RETURN YOUR COMPLETED FORM TO THE OFFICE OF MANAGEMENT AND BUDGET. SEND IT TO THE ADDRESS PROVIDED BY THE SPONSORING AGENCY.

NOTE: Certain of these assurances may not be applicable to your project or program. If you have questions, please contact the awarding agency. Further, certain Federal awarding agencies may require applicants to certify to additional assurances. If such is the case, you will be notified.

As the duly authorized representative of the applicant, I certify that the applicant:

1. Has the legal authority to apply for Federal assistance and the institutional, managerial and financial capability (including funds sufficient to pay the non-Federal share of project cost) to ensure proper planning, management and completion of the project described in this application.
2. Will give the awarding agency, the Comptroller General of the United States and, if appropriate, the State, through any authorized representative, access to and the right to examine all records, books, papers, or documents related to the award; and will establish a proper accounting system in accordance with generally accepted accounting standards or agency directives.
3. Will establish safeguards to prohibit employees from using their positions for a purpose that constitutes or presents the appearance of personal or organizational conflict of interest, or personal gain.
4. Will initiate and complete the work within the applicable time frame after receipt of approval of the awarding agency.
5. Will comply with the Intergovernmental Personnel Act of 1970 (42 U.S.C. §§4728-4763) relating to prescribed standards for merit systems for programs funded under one of the 19 statutes or regulations specified in Appendix A of OPM's Standards for a Merit System of Personnel Administration (5 C.F.R. 900, Subpart F).
6. Will comply with all Federal statutes relating to nondiscrimination. These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794), which prohibits discrimination on the basis of handicaps; (d) the Age Discrimination Act of 1975, as amended (42 U.S.C. §§6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the Comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (g) §§523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§290 dd-3 and 290 ee 3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; and, (j) the requirements of any other nondiscrimination statute(s) which may apply to the application.
7. Will comply, or has already complied, with the requirements of Titles II and III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646) which provide for fair and equitable treatment of persons displaced or whose property is acquired as a result of Federal or federally-assisted programs. These requirements apply to all interests in real property acquired for project purposes regardless of Federal participation in purchases.
8. Will comply, as applicable, with provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) which limit the political activities of employees whose principal employment activities are funded in whole or in part with Federal funds.

9. Will comply, as applicable, with the provisions of the Davis-Bacon Act (40 U.S.C. §§276a to 276a-7), the Copeland Act (40 U.S.C. §276c and 18 U.S.C. §874), and the Contract Work Hours and Safety Standards Act (40 U.S.C. §§327-333), regarding labor standards for federally-assisted construction subagreements.
10. Will comply, if applicable, with flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (P.L. 93-234) which requires recipients in a special flood hazard area to participate in the program and to purchase flood insurance if the total cost of insurable construction and acquisition is \$10,000 or more.
11. Will comply with environmental standards which may be prescribed pursuant to the following: (a) institution of environmental quality control measures under the National Environmental Policy Act of 1969 (P.L. 91-190) and Executive Order (EO) 11514; (b) notification of violating facilities pursuant to EO 11738; (c) protection of wetlands pursuant to EO 11990; (d) evaluation of flood hazards in floodplains in accordance with EO 11988; (e) assurance of project consistency with the approved State management program developed under the Coastal Zone Management Act of 1972 (16 U.S.C. §§1451 et seq.); (f) conformity of Federal actions to State (Clean Air) Implementation Plans under Section 176(c) of the Clean Air Act of 1955, as amended (42 U.S.C. §§7401 et seq.); (g) protection of underground sources of drinking water under the Safe Drinking Water Act of 1974, as amended (P.L. 93-523); and, (h) protection of endangered species under the Endangered Species Act of 1973, as amended (P.L. 93-205).
12. Will comply with the Wild and Scenic Rivers Act of 1968 (16 U.S.C. §§1271 et seq.) related to protecting components or potential components of the national wild and scenic rivers system.
13. Will assist the awarding agency in assuring compliance with Section 106 of the National Historic Preservation Act of 1966, as amended (16 U.S.C. §470), EO 11593 (identification and protection of historic properties), and the Archaeological and Historic Preservation Act of 1974 (16 U.S.C. §§469a-1 et seq.).
14. Will comply with P.L. 93-348 regarding the protection of human subjects involved in research, development, and related activities supported by this award of assistance.
15. Will comply with the Laboratory Animal Welfare Act of 1966 (P.L. 89-544, as amended, 7 U.S.C. §§2131 et seq.) pertaining to the care, handling, and treatment of warm blooded animals held for research, teaching, or other activities supported by this award of assistance.
16. Will comply with the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. §§4801 et seq.) which prohibits the use of lead-based paint in construction or rehabilitation of residence structures.
17. Will cause to be performed the required financial and compliance audits in accordance with the Single Audit Act Amendments of 1996 and OMB Circular No. A-133, "Audits of States, Local Governments, and Non-Profit Organizations."
18. Will comply with all applicable requirements of all other Federal laws, executive orders, regulations, and policies governing this program.

SIGNATURE OF AUTHORIZED CERTIFYING OFFICIAL	TITLE <i>City Manager</i>
APPLICANT ORGANIZATION <i>City of Glendale</i>	DATE SUBMITTED May 12, 2016

Managing Your LSTA Grant Award

I have just been awarded the grant. What do I need to do next?

When you receive the Doodle poll link, RSVP to attend the grant recipients' workshop from 9AM to noon on Friday, May 20th, 2016 at the Historic Supreme Courtroom, 1700 W. Washington St., Suite 200, Phoenix.

You must sign and return the certification and assurance forms attached to your notification email before any funds will be sent. These forms certify that your organization is in compliance with federal regulations. The forms are 1) General Assurances & Certifications; 2) Non-Construction Assurances; and 3) Internet Safety Certification. Sign the certifications forms and make copies for yourself. Return the forms with original signatures to:

Grants Consultant
Arizona State Library, Archives & Public Records
1700 W. Washington Ste. 220
Phoenix, AZ 85007

How do I get your money?

Funding will be sent to you when you request it and are ready to spend it. Please send your e-mail request to jball@azlibrary.gov. Requests for funds should be for the entire grant amount or in increments of \$10,000 or more. Please be prepared to spend the money upon receipt. Remember, the funds may not be deposited into an interest-bearing account. We must have an updated W-9 to process payments. The federal and state grant numbers are on your official award notification.

How long do I have to spend the funds?

All grant funds must be fully encumbered before August 4, 2017. If you are not able to spend the funds and complete your project within that time frame, please contact Jaime Ball.

How do I acknowledge LSTA and the State Library in my project?

All promotion materials resulting from an LSTA grant project must contain this statement:

This project is supported by the Arizona State Library, Archives & Public Records, a division of the Secretary of State, with federal funds from the Institute of Museum and Library Services.

Be sure to save copies of your publicity to include with your final report.

What kind of final report do I need to do?

You are required to submit a final financial and performance report to the State Library within 30 days of the end of the project or no later than September 4, 2017. The final report will be submitted online. A link to the reporting system will be emailed to you at a later date.

What if something unexpected happens and I have to change my project?

You must submit any changes to the project to the Grants Consultant for approval. If an unexpected change in your library occurs that necessitates altering the project as submitted in the grant, contact the Grants Consultant as soon as possible to request changes.

What if I have a question? How do I contact the LSTA staff?

Janet "Jaime" Ball, Library Development Administrator and Grants Consultant
602-542-6266
jball@azlibrary.gov



Legislation Description

File #: 16-227, Version: 1

RESOLUTION 5119: AUTHORIZATION TO ACCEPT A GRANT FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS FOR A CERTIFIED STREET SWEEPER

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept a federal Congestion Mitigation and Air Quality Improvement (CMAQ) grant from the Maricopa Association of Governments (MAG) in an amount not to exceed \$241,043; contingent upon Council budget approval and approval of a Linking Agreement for purchase of the sweeper.

Background

In September 2015, the Public Works Department submitted an application to MAG for federal CMAQ funding for a certified street sweeper for use on city streets. On February 24, 2016, MAG approved the city's funding request in an amount not to exceed \$241,043.

Analysis

The federal CMAQ grant from MAG allows the city to purchase a certified street sweeper with a 5.7% cash match, or \$14,570. After submitting the application for CMAQ funding, Public Works staff from Solid Waste Management and Equipment Management analyzed sweeper specifications and selected the Schwarze M6 Avalanche to best meet the city's needs.

Previous Related Council Action

On June 25, 2013, Council approved acceptance of a grant from Maricopa Association of Governments and approval of a cooperative purchase of a street sweeper for the Glendale Municipal Airport.

Community Benefit/Public Involvement

Acceptance of this grant will allow the city to purchase a new street sweeper to increase its fleet of sweepers from 4 to 5. The use of a certified street sweeper contributes to improved air quality in Maricopa County by reducing the amount of dirt and dust on roadways that have the potential of becoming airborne due to vehicular traffic and blowing wind.

Budget and Financial Impacts

Funds for the local match in the amount of \$14,570 have been requested in the Fiscal Year 2016-17 Public

Works Capital Improvement Budget; contingent upon Council budget approval and approval of a Linking Agreement for purchase of the sweeper. A specific account will be established in Fund 1840, the city's grant fund, once the grant agreement is awarded and fully executed.

Cost	Fund-Department-Account
\$14,570	2480-78004-551450, Loose Trash Equipment

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5119 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE APPLICATION AND ACCEPTANCE OF THE FY2016 CONGESTION MITIGATION AND AIR QUALITY IMPROVEMENT GRANT AWARD FROM THE MARICOPA ASSOCIATION OF GOVERNMENTS IN THE APPROXIMATE AMOUNT OF \$241,043 FOR THE PURCHASE OF A PM-10 CERTIFIED STREET SWEEPER.

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

SECTION 1. That the City Council of the City of Glendale hereby authorized the application and acceptance of the FY2016 Congestion Mitigation and Air Quality Improvement grant award from the Maricopa Association of Governments in the approximate amount of \$241,043 for the purchase of a PM-10 compliant street sweeper.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



Legislation Description

File #: 16-281, **Version:** 1

RESOLUTION 5120: AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE LOCAL BUS SERVICE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Contract Change Order No. 2 to the Intergovernmental Agreement (IGA) with the City of Phoenix (Phoenix), Contract No. C-8976, for the continued operation of fixed-route local bus service in the City of Glendale, in the amount of \$3,801,131.

Background

Phoenix operates local bus service throughout the urban area through contracts with local municipalities. Prior to the start of the Fiscal Year, Phoenix will estimate the gross cost of the service provided minus the fare revenues, based on the estimate number of miles driven within Glendale. For Fiscal Year 2016-2017, Phoenix is estimating a gross cost of \$5,090,430, with estimated fare revenues of \$1,289,299. Glendale will pay the resulting net cost of \$3,801,131 through funding provided by the Glendale OnBoard! (GO) Transportation Program.

Analysis

Upon Council approval of this contract change order, the City of Phoenix will continue to provide weekday, Saturday and Sunday/Holiday fixed route service without interruption for the City of Glendale for the period July 1, 2016 to June 30, 2017.

In FY15, over 2.5 million riders used fixed route service in Glendale. Through March of this year, there have been over 1.8 million riders on the fixed route system in Glendale. In FY17, the estimated total miles of fixed route service in Glendale is 658,103.

Previous Related Council Action

On June 23, 2015, Council approved Change Order No. One to the IGA with the City of Phoenix, C-8976-1, for Fixed Route Service, for an estimated amount of \$4,132,568.

On June 10, 2014, Council entered into an IGA (fixed route agreement) with the City of Phoenix, C-8976, for fixed-route services for an estimated amount of \$3,662,936.

Community Benefit/Public Involvement

Transportation services and programs provide a benefit to Glendale residents and visitors. This action provides citizens with continued bus service on the following routes:

- Route 51: 51st Avenue
- Route 59: 59th Avenue
- Route 60: Bethany Home Road
- Route 67: 67th Avenue
- Route 80: Northern Avenue
- Route 90: Olive Avenue
- Route 138: Thunderbird Road
- Route 170: Bell Road
- Route 186: Union Hills Drive

Budget and Financial Impacts

Funding, in the amount of \$3,801,131, is available in the Fiscal Year 2016-17 GO Transportation Operating budget, contingent upon Council Budget approval.

Cost	Fund-Department-Account
\$3,801,131	1660-16540-518200, Fixed Route

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5120 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO CHANGE ORDER NO. 2 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

WHEREAS, City Council previously approved Resolution No. 4809 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the City of Phoenix for the operation of fixed route bus services in the City of Glendale; and

WHEREAS, City Council previously approved Resolution No. 4966 New Series authorizing and directing the entering into Change Order No. 1 to an Intergovernmental Agreement extending the expiration date to June 30, 2016; and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2017 and amend the contract estimates for mile of service, cost per mile, payment due dates and annual costs.

NOW, THEREFORE, 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 Change Order No. 2 to the Intergovernmental Agreement with the City of Phoenix for the operation of fixed route bus services in the City of Glendale be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the City Manager or designee and the City Clerk be authorized and directed to execute and deliver said agreement on behalf of the City of Glendale.

[Signatures on the following page.]

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_transit_change order.doc

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
2

Contract No.
138946

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
4/21/2016

Project Description: Fixed Route Agreement

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This contract change order is for the contract year July 1, 2016 through June 30, 2017 and amends the contract estimates for miles of service, cost per mile, payment due dates and annual costs.

Effective July 1, 2016 the City of Phoenix will provide weekday, Saturday and Sunday/holiday fixed route services for the City of Glendale for routes 51, 59, 60, 67, 80, 90, 138, 170, and 186.

Summary of changes:

	Miles	Gross Cost	Estimated Revenue	Net Cost
Transdev	379,392	\$3,029,339	(\$653,548)	\$2,375,791
First Transit	278,711	\$2,061,091	(\$635,751)	\$1,425,340
Total	658,103	\$5,090,430	(\$1,289,299)	\$3,801,131

During the period from July 1, 2016 through June 30, 2017, the City of Glendale will pay the City of Phoenix a fee of \$3,801,131. This change order will not result in any cost to the City of Phoenix. Exhibit B of City of Phoenix Contract No. 138946 is hereby amended to read:

All other terms and conditions remain the same.

1. Amount of this Change Order (\$3,801,131)	2. Amt. Of Prior Change Orders (\$4,132,568)	3. Orig. Contract Amt. (\$3,662,936)	4. Adj. Contract Amt. (1, 2 & 3) (\$11,596,635)	Approved by City Council on 4/20/2016 RCA #	Cost Center: N/A GL: N/A
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ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY: _____ DATE **4/15/16**
Markus Coleman, Project Manager

RECOMMENDED BY: _____ DATE **4/15/16**
Jesus Sapien, Deputy Public Transit Director

PTD FISCAL SECTION REVIEW: _____ DATE **4/15/16**
Ken Kessler, Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY: _____ DATE
N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY: _____ DATE
Maria Hyatt, Public Transit Director/Ted Mariscal

REVENUE

EXPENDITURE

EXHIBIT B

**CITY OF GLENDALE
PURCHASE OF TRANSIT SERVICE
CONTRACT ESTIMATE**

Estimate FY 2016-17

6700033

Route	Provider	Miles Per Day	Service Days	Annual Miles	Rate Per Mile	Annual Cost	Estimated Revenue	Net Cost
51	First	328.3	251	82,396.3	\$ 7.3951	\$ 609,327	\$ (181,514)	\$ 427,813
59	First	132.3	251	34,618.0	7.3951	256,003	(79,685)	176,318
60	TransDev	383.9	251	96,348.1	7.9847	769,313	(166,779)	602,534
67	First	302.4	251	75,908.2	7.3951	561,347	(177,964)	383,383
80	TransDev	146.0	251	36,638.2	7.9847	292,546	(94,233)	198,313
90	TransDev	205.9	251	51,675.9	7.9847	412,618	(124,445)	288,173
138	TransDev	73.7	251	18,504.2	7.9847	147,751	(22,507)	125,244
170	TransDev	251.5	251	63,124.5	7.9847	504,032	(93,410)	410,622
186	TransDev	162.4	251	40,759.4	7.9847	325,453	(33,569)	291,883
Total Weekday				499,972.8		\$ 3,878,390	\$ (974,106)	\$ 2,904,283
51	First	167.1	51	8,523.4	\$ 7.3951	\$ 63,031	\$ (18,776)	\$ 44,255
59	First	379.5	51	19,354.7	7.3951	143,129	(44,551)	98,578
60	TransDev	182.8	51	9,322.9	7.9847	74,440	(16,138)	58,302
67	First	205.9	51	10,501.2	7.3951	77,657	(24,620)	53,037
80	TransDev	65.4	51	3,337.2	7.9847	26,647	(8,583)	18,064
90	TransDev	96.5	51	4,921.8	7.9847	39,299	(11,853)	27,447
138	TransDev	33.5	51	1,709.0	7.9847	13,646	(2,079)	11,567
170	TransDev	108.8	51	5,549.0	7.9847	44,307	(8,211)	36,096
186	TransDev	147.5	51	7,523.3	7.9847	60,072	(6,196)	53,875
Total Saturday				70,742.4		\$ 542,229	\$ (141,007)	\$ 401,221
51	First	167.1	63	10,528.9	\$ 7.3951	\$ 77,862	\$ (23,194)	\$ 54,667
59	First	379.5	63	23,908.7	7.3951	176,807	(55,034)	121,773
60	TransDev	182.8	63	11,516.5	7.9847	91,956	(19,935)	72,021
67	First	205.9	63	12,972.0	7.3951	95,929	(30,412)	65,517
80	TransDev	65.4	63	4,122.5	7.9847	32,917	(10,603)	22,314
90	TransDev	96.5	63	6,079.9	7.9847	48,546	(14,641)	33,905
138	TransDev	33.5	63	2,111.1	7.9847	16,857	(2,568)	14,289
170	TransDev	108.8	63	6,854.7	7.9847	54,733	(10,143)	44,589
186	TransDev	147.5	63	9,293.5	7.9847	74,206	(7,654)	66,552
Total Sun/Holiday				87,387.7		\$ 669,812	\$ (174,185)	\$ 495,626
Total				658,102.8		\$ 5,090,430	\$ (1,289,299)	\$ 3,801,131

Route 59 - 644.9 weekday miles are funded by the RPTA.

Route 67 - 369.4 weekday miles are funded by the RPTA.

Route 67 - 103.3 Saturday, Sun/Hol miles are funded by the RPTA.

Route 70 funded in its entirety by the RPTA

Route 106 funded in its entirety by the RPTA

Amount Due	Due Date
\$ 316,760	July 31, 2016
316,761	Aug 31, 2016
316,761	Sept 30, 2016
316,761	Oct 31, 2016
316,761	Nov 30, 2016
316,761	Dec 31, 2016
316,761	Jan 31, 2017
316,761	Feb 28, 2017
316,761	March 31, 2017
316,761	April 30, 2017
316,761	May 31, 2017
316,761	June 30, 2017

Provider	Miles	Amount
First Transit	278,711	\$ 2,061,092
TransDev	379,392	3,029,338
Totals:	658,103	\$ 5,090,430

Total: \$ 3,801,131



Legislation Description

File #: 16-284, **Version:** 1

RESOLUTION 5121: AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF 55TH AVENUE SOUTH OF CACTUS ROAD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into Amendment No. 1 to an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for the acquisition of right-of-way for the widening of 55th Avenue, south of Cactus Road, for bicycle lanes and sidewalks.

Background

This project includes widening 55th Avenue to a full-width collector roadway from the current half street configuration, and to design and construct bicycle and pedestrian improvements along the west side of 55th Avenue, from Cactus Road to 900 feet south.

Specific improvements to be added to the west side of the roadway include asphalt pavement, concrete curb, gutter, and sidewalk, and an existing irrigation ditch will be relocated underground. Once completed, this project will provide a safe and convenient separation of bicyclists and pedestrians from vehicular traffic on 55th Avenue.

On September 26, 2012, Glendale secured Maricopa Association of Governments (MAG) design assistance funding toward a preliminary project assessment. The assessment was completed in February 2014. On February 27, 2013, MAG approved federal funding in the amount of \$159,266 toward construction of this project. On June 10, 2014, City Council authorized entering into an IGA with ADOT to secure the federal funding. This IGA did not include right-of-way acquisition as an ADOT responsibility

Analysis

ADOT is now requiring the city to pay for the usage of an ADOT on-call consultant for right-of-way acquisition costs, estimated at \$104,837. Previously this cost was identified for a City of Glendale consultant to perform the right-of-way acquisition in the project budget.

Previous Related Council Action

On June 10, 2014, City Council authorized entering into an IGA with ADOT for the design and construction of the widening of 55th Avenue, south of Cactus Road, for bicycle lanes and sidewalks to secure federal funding

in the amount of \$159,266 with a local match of \$371,057.

Community Benefit/Public Involvement

Access to alternative modes of transportation is a direct quality-of-life benefit. Once this project is complete, pedestrians and bicyclists will have improved access to various destinations, such as schools, places of worship, parks and trails.

Transportation staff held a meeting on October 24, 2013, to solicit public comment on the project. Residents who attended provided positive feedback. Additionally, the project has been included in the Annual GO Program Open Houses in 2013 and 2014, and comments have been received during presentations to the Glendale Bicycle Advisory Committee and the Citizens' Transportation Oversight Commission.

Two one-on-one meetings between property owners, city staff, and design consultants were held to identify the needs of the property owners. The meetings occurred on February 11, 2016 and December 15, 2015. Accommodations were made in the design of the project based on input received from property owners.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 GO Transportation Capital Improvement budget. Expenditures with ADOT are estimated at \$104,837. While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for construction cost overruns.

Cost	Fund-Department-Account
\$104,837	2210-65098-551000, Widen 55th Ave for Bike Lanes

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5121 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE WIDENING OF EXISTING ROADWAY FOR BIKE LANES AND SIDEWALK AT APPROXIMATELY 55TH AVENUE, SOUTH OF CACTUS ROAD.

WHEREAS, on June 10, 2014, the City Council of the City of Glendale approved Resolution No. 4807 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 13-0003921-I) for the widening of existing roadway for bike lanes and sidewalk at approximately 55th Avenue, south of Cactus Road in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement with Arizona Department of Transportation (IGA/JPA 13-0003921-I) for the widening of existing roadway for bike lanes and sidewalk at approximately 55th Avenue, south of Cactus Road be entered into, which agreement is now on file in the office of the City Clerk of the City of Glendale.

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

[Signatures on the following page.]

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_transit_bike lanes.doc

ADOT File No.: IGA/ JPA 13-0003921-I
Amendment No. One : 16-0005797- I
AG Contract No.: 13-0003921
Projec Namet: Widening for bike lanes &
sidewalk
Project Location: 55th Avenue, South of
Cactus Road
Federal-aid No.: GLN-0(244)T
ADOT Project No.: SZ10601D 01C
TIP/STIP No.: GLN 16-403
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

**BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE**

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 13-0002921-I, A.G. Contract No. 13-0003921, was executed on June 30, 2014, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is is to add right-of-way axquisition costs language and revise funding. The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section I. Paragraph 3. and 6. are revised as follows:

3. The work proposed under this Agreement consists of widening the existing roadway from (20) feet to forty-two (42) feet, with an additional six-and-one-half (6.5) feet of sidewalk, curb and gutter on 55th Avenue, just south of Cactus Roadwork that is, the "Project". TheCity will be responsible for the costs associated with right-of-way acquisition and for the costs of the ADOT on-call consultant and oversee the City's administration of the design. In addition, the State will advertise, bid, award, and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its review and approval.

6. The federal funds will be used for the scoping/design and construction of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ106 01D ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid:

ADOT's PMDR cost*	\$ 30,000.00
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SZ106 03D Scoping/Design:

City's contribution @ 100%*	<u>\$ 110,500.00</u>
Subtotal – PMDR/Scoping/Design* (State administered)	\$140,500.00

SZ106 01R Right-of-Way

City's contribution @100%	\$ 104,837.00
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SZ10 601C (construction):

Federal-aid funds (capped) CMAQ 94.3%	\$ 159,266.00
City's match 5.7%	\$ 9,627.00
City's contribution @ 100%	<u>\$ 220,930.00</u>
Subtotal – Construction** (State administered)	\$ 389,823.00

Summary:

Total Estimated City Funds	\$ 475,894.00
Total Federal Funds	<u>\$ 159,266.00</u>
Estimated TOTAL Project Cost	\$ 635,160.00

* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City and 15% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

II. SCOPE OF WORK

Section II, Paragraph 1. d. is added.

1. The State will:

d. Execute this Agreement, and invoice the City for right-of-way acquisition costs, estimated at **\$104,837.00**. Once the costs are finalized, the State will either invoice or reimburse the City for the difference between the estimated and actual costs of the Project.

Section II, Paragraph 2. c. is added.

2. The City will:

c. Within (30) days of receipt of an invoice from the State, pay to the State the City's share of the Project right-of-way acquisition costs, estimated at **\$104,837.00**. Be responsible for any difference between the estimated and approved scoping/design actual costs.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. ONE shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2016.

City Attorney



Legislation Description

File #: 16-285, Version: 1

RESOLUTION 5122: AUTHORIZATION TO ENTER INTO AN AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE NEW RIVER NORTH SHARED USE PATHWAY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an Amendment No. 1 to an Intergovernmental Agreement (IGA) with the Arizona Department of Transportation (ADOT) for acquisition of right-of-way for the New River north shared use pathway system in north Glendale.

Background

The Maricopa Association of Governments (MAG) identified the addition of continuous off-street pathways along New River in their 2001 New River and Lower Agua Fria Multi-Modal Corridor Study. These regional pathways are also shown on the Glendale Bike Map as current or future facilities.

Currently, there is a gap in the system west of the Hillcrest Ranch neighborhood near 75th Avenue and Hillcrest Boulevard. This project will design and construct approximately 2,400 feet of 10-foot-wide concrete pathway to connect an existing path on the east side of New River at Patrick Lane, south to Hillcrest Boulevard. This will require a bridge to cross the northern drainage channel along the Patrick Lane alignment, and a piped crossing near Hillcrest Boulevard to span an unimproved drainage swale. Additionally, the City of Peoria is planning to construct a river crossing using a series of culverts to bridge the river bottom to connect this new path with an existing path on the west side of New River that terminates at the Williams Road alignment. This new connection will provide users continuous access to an existing four-mile regional pathway.

In February 2013, MAG approved federal funding in the amount of \$330,850 for construction of this project in federal Fiscal Year 2016. On May 13, 2014, City Council authorized entering into an IGA with ADOT to secure \$330,850 through the Congestion Mitigation and Air Quality program, for the design and construction of the pathways. This IGA did not include right-of-way acquisition as an ADOT activity.

Analysis

ADOT is now requiring the city to pay for the usage of an ADOT on-call consultant for right-of-way acquisition costs, estimated at \$10,000. Previously this cost was identified for a City of Glendale consultant to perform the right-of-way acquisition in the project budget.

Previous Related Council Action

On May 13, 2014, the City Council authorized entering into an IGA with ADOT for the New River north shared use pathway system to secure federal funding in the amount of \$330,850 with a local match of \$129,998.

Community Benefit/Public Involvement

Access to alternative modes of transportation is a direct quality-of-life benefit. Once the gaps are closed, users and nearby residents will have access to various destinations, such as schools, shopping and places of worship. Additionally, the system of paths will stretch over four miles, creating an amenity for the adjacent neighborhoods.

A public meeting was held in July 2012, to solicit public comment on the project. Residents who attended the meeting provided positive feedback on the project. Additionally, the project has been included in the Annual GO Program Open Houses for years 2011, 2012, 2013, and 2014, and comments have been received during presentations to the Glendale Bicycle Advisory Committee and the Citizens' Transportation Oversight Commission. Information on the project has also been shared with Glendale residents at four Council District meetings in 2015 and three Council District meetings to date in 2016.

Budget and Financial Impacts

Funding is available in the Fiscal Year 2015-16 GO Transportation Capital Improvement budget. Expenditures with ADOT are estimated to be \$10,000. While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the City will be responsible for the additional costs. Since the funds listed in the IGA are estimates, staff requests flexibility in spending up to 10 percent of the total project cost in additional funds for construction cost overruns.

Cost	Fund-Department-Account
\$10,000	2210-65097-551000, New River North Shared use Path

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5122 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION (IGA/JPA 13-0003922-I) FOR THE NEW RIVER NORTH SHARED USE PATHWAY PROJECT IN THE CITY OF GLENDALE.

WHEREAS, on May 13, 2014, the City Council of the City of Glendale approved Resolution No. 4794 New Series authorizing and directing the entering into of an Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 13-0003922-I) for the New River North Shared Use Pathway Project in the City of Glendale; and

WHEREAS, the Arizona Department of Transportation and the City wish to amend the Agreement.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Amendment No. 1 to the Intergovernmental Agreement with the Arizona Department of Transportation (IGA/JPA 13-0003922-I) be entered into, which said agreement is now on file in the office of the City Clerk of the City of Glendale.

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

[Signatures on the following page.]

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_transit_azdot.doc

ADOT File No.: IGA/ JPA 13-0003922-I
Amendment No. One: 16-0005798- I
AG Contract No.: 13-0003922
Project Name: New River North Shared Use
Pathway
Project Location Hillcrest Blvd. and 75th Ave.
North for 1,600 feet
Federal-aid No.: GLN-0(244)T
ADOT Project NoSZ107 01D 03D 01C
TIP/STIP No.: GLN16-405
CFDA No.: 20.205 - Highway Planning
and Construction
Budget Source Item No.: N/A

**AMENDMENT NO. ONE
TO
INTERGOVERNMENTAL AGREEMENT**

BETWEEN
THE STATE OF ARIZONA
AND
THE CITY OF GLENDALE

THIS AMENDMENT NO. ONE to INTERGOVERNMENTAL AGREEMENT (the "Amendment No. One"), entered into this date _____, 2016, pursuant to Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The City and State are collectively referred to as the "Parties."

WHEREAS, the INTERGOVERNMENTAL AGREEMENT, JPA/IGA 13-0003922-I, A.G. Contract No13-0003922, was executed on June 4, 2014, (the "Original Agreement");

WHEREAS, the State is empowered by Arizona Revised Statutes § 28-401 to enter into this Amendment No. One and has delegated to the undersigned the authority to execute this Amendment No. One on behalf of the State;

WHEREAS, the City is empowered by Arizona Revised Statutes § 48-572 to enter into this Amendment No. One and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Amendment No. One and has authorized the undersigned to execute this Amendment No. One on behalf of the City; and

NOW THEREFORE, in consideration of the mutual agreements expressed herein, the purpose of this Amendment No. One is to add right-of-way acquisition costs and revise funding... The Parties desire to amend the Original Agreement, as follows:

I. RECITALS

Section I. Paragraph 3. and 6. are revised as follows::

3. The work proposed under this Agreement will consist of providing a 1,600 foot long, 10 foot wide, concrete multi-use pathway to connect with bike lanes on Hillcrest Boulevard near 75th Avenue, now referred to as the "Project". The City will pay for the usage of an ADOT on-call consultant for the scoping/ design, and right-of-way acquisition costs, and the State will facilitate contracting the design consultant and oversee the City's administration of the design. In addition, the State will advertise, bid, award, and administer the construction of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its review and approval.

6. The federal funds will be used for the construction of the Project. The estimated Project scoping, design and construction costs are as follows:

SZ107 01D / 03D (ADOT Project Management Design Review (PMDR) Cost, non-federal-aid) :

City's contribution @ 100% (SZ107 03D)*	\$ 80,000.00
(PMDR) Costs (SZ107 01D)*	\$ <u>30,000.00</u>
Subtotal – Scoping/Design/PMDR	\$ 110,000.00

SZ107 01R Right-of-Way

City's contribution @ 100%	\$ 10,000.00
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SZ 107 01C (construction):

Federal-aid funds @ 94.3% (capped)	\$ 330,850.00
City's match @ 5.7%	\$ <u>19,998.00</u>
Subtotal – Construction* (State administered)	\$ 350,848.00

Summary:

Total Estimated City Funds	\$ 139,998.00
Total Federal Funds	\$ 330,850.00

Estimated TOTAL Project Cost **\$ 470,848.00**

* (Included in the City Estimated Funds)

** (Includes 15% CE (this percentage is subject to change, any change will require concurrence from the City)and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final Project scoping, design and construction estimate is less than the initial estimate, the difference between the final scoping, design and construction estimate and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the estimated Project scoping, design and construction amount.

II. SCOPE OF WORK

Section II, Paragraph 1. d is added as follows:

1. The State will:

c. Execute this Agreement and invoice the City for right-of-way acquisition costs, estimated at \$10,000.00. Once the costs are finalized, the State will either invoice or reimburse the City for the difference between the estimated and actual costs.

Section II, Paragraph 2. d is added as follows:

2. The City will:

c. Within 30 days of receipt of an invoice from the State, pay to the State the City's share of the Project right-of-way acquisition costs estimated at \$10,000.00. Be responsible for any difference between the estimated and actual costs.

EXCEPT AS AMENDED herein, **ALL OTHER** terms and conditions of the Original Agreement remain in full force and effect.

THIS AMENDMENT NO. One shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

IN ACCORDANCE WITH Arizona Revised Statutes § 11-952 (D) attached hereto and incorporated herein is the written determination of each Party's legal counsel that the Parties are authorized under the laws of this State to enter into this Amendment No. One and that the Amendment No. One is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Amendment No. One the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA
Department of Transportation

By _____
KEVIN R. PHELPS
City Manager

By _____
STEVE BOSCHEN, P.E.
IDO Assistant Director

ATTEST:

By _____
PAMELA HANNA
City Clerk

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above referenced Amendment No. One to the Original Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Amendment No. One to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Amendment No. One.

DATED this _____ day of _____, 2016.

City Attorney



Legislation Description

File #: 16-289, Version: 1

FY16-17 PUBLIC HEARING AND APPROVAL OF FISCAL YEAR 2016-17 PROPERTY TAX LEVY

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

Purpose and Policy Recommendation

This is a request for City Council to conduct a public hearing on the proposed Fiscal Year 2016-2017 (FY16-17) property tax levy and, by a roll call vote, approve a motion to adopt the property tax levy that will be assessed by ordinance on June 28, 2016.

Background

Arizona's property tax system consists of two tiers - Primary and Secondary. The primary property tax levy has state mandated maximum limits; however, it can be used by a city for any purpose. The primary property tax revenue is included in the General Fund's operating budget. The secondary property tax levy is not limited; however, it can be used only to retire the principle, interest, and related fees on voter authorized bonds used to finance the city's capital improvement plan. Arizona state law requires Council to set the property tax levy by the third Monday in August.

Analysis

City Council reviewed the FY2016-2017 (FY16-17) Tentative Budget and adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 24, 2016 voting meeting. The tentative budget assumed the primary property tax rate would decrease from \$0.4898 per \$100 of assessed valuation for FY 2015-2016 (FY15-16) to \$0.4792 per \$100 of assessed valuation for FY16-17. In addition, the tentative budget assumed the secondary property tax rate would decrease from \$1.7067 per \$100 of assessed valuation for FY15-16 to \$1.6698 per \$100 of assessed valuation for FY16-17.

If Council approves this item, the total property tax rate will decrease from \$2.1965 to \$2.1490. The total dollar amount of the levy will increase slightly due to the value of new construction added to the city during the prior year. This allows the city to reduce the tax rates slightly. Consideration of the adoption of an ordinance finalizing the FY16-17 property tax levy is scheduled for the June 28, 2016 City Council meeting. In compliance with State Budget Law, public notices regarding the public hearing and the property tax levy were published in the Glendale Star on May 26 and June 2, 2016.

Previous Related Council Action

City Council adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 24, 2016 voting meeting. At that time, Council also gave

notice of the date for the June 14, 2016 Public Hearing on:

- The FY16-17 Final Budget,
- The FY16-17 Property Tax Levy, and
- The June 28, 2016 adoption of the FY16-17 Property Tax Levy.

On May 3, 2016, a Budget Workshop was held to discuss follow up items and receive policy guidance on outstanding budget issues.

On April 19 and 21, 2016, Budget Workshops were held to present and review the city's FY16-17 Operating Budget requests. A financial plan for the General Fund and proposed changes to the Capital Improvement Program were also presented.

On March 15, 2016, a Budget Workshop was held to present and review the city's 10-year Capital Improvement Plan. Council guidance was sought on various policy items relative to the FY16-17 budget development.

On February 16, 2016, a Budget Workshop was held reviewing various items including the budget calendar, legal requirements, major budget components, what constitutes a balanced budget, property tax revenue, and future discussion items.

On December 15, 2015, the General Fund and Major Operating Funds Five-Year Financial Forecast was presented at Council Workshop and initiated the FY16-17 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 where 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.



Legislation Description

File #: 16-241, Version: 1

ORDINANCE 2993: ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, ARTICLE 1 (IN GENERAL), CHAPTER 3 (ALARM SYSTEMS)

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance amending Glendale City Code, Article 1 (In General), Chapter 3 (Alarm Systems).

Background

Glendale City Council adopted Ordinance No. 2732 on June 22, 2010 to institute the required permitting (registration) of alarms and assessment of fees for 2 (two) or more false alarms in a 365 day period. This ordinance was aimed at obtaining updated contact information for responsible parties, and producing a reduction in false alarms through a financial disincentive for alarm owners having multiple false alarms responded to by Glendale Police Department personnel. Glendale City Council also adopted Ordinance No. 2902 on August 12, 2014 to allow an annual \$20 fee for the required alarm owner permits.

Ordinance No. 2732 implemented a permit requirement for alarm owners and instituted an advancing fee schedule for multiple false alarms at the same address within a given timeframe. During the two (2) years following the enactment of the false alarm program, burglary alarms called in to the Communications Center decreased from 6,914 alarms in calendar year 2011 to 6,407 in 2012; however, since that time the alarms and the associated number of false alarms has begun to increase, from 6,491 in 2013 to 7,177 in 2014 to 7,314 in 2015.

The Police Department has historically had approximately 8,000 active registrations in the alarm tracking system, of which 20% are classified as non-residential systems. A review of recent alarm response data shows that of addresses requiring four (4) or more police response to alarms during a 365 day window, 84% of the alarm responses were to businesses.

By amending the City Code in 2010, a fee was assessed for non-registration of the alarm system, as well as a fee schedule for increasing numbers of false alarms requiring officer response. In 2014, an annual \$20 fee was instituted for the alarm permits, effective with the 2015 calendar year. The \$20 permit fee was put in place and notices were sent out beginning late 2014. Shortly after notices were sent, the alarm coordinator, staff, and elected officials began receiving many calls and emails from residents who were upset about paying the fee or requesting information as to why and when a fee was instituted. Though Glendale was one of the last cities in the valley to implement a permit fee, it was met with much dissatisfaction from the residents.

Analysis

During the October 20, 2015 Council Workshop the Police Department received input from City Council that the alarm permit fee should be removed. While reviewing the City Code to implement this change, Police Department staff identified other changes needed in order to bring the code into compliance with state laws. Glendale Police Department staff reviewed citizen survey results, met with representatives of individual alarm companies as well as members of the Arizona Alarm Association, and with their input the ordinance has been modified.

The changes to the City Code include:

- Removal of the requirement for alarm owners to register their systems with the Police Department.
- Removal of the requirement for alarm owners to pay an annual permit fee.
- Removal of regulations placed on alarm companies, as per Arizona State Statute, the City is not authorized to regulate alarm companies.

Since the inception of the alarm ordinance in 2010, the intention has been to reduce the number of false alarms the need for officer response. Though there have been some minor fluctuations, the Police Department has not seen a significant reduction in false alarm responses since the ordinance went into effect. The Police Department has requested change in the City Code to reflect current state law, and to remove permitting of alarm systems, but the greater change will come with how the Police Department implements the alarm program itself. The Police Department will place a greater emphasis on direct contact with the largest offenders in order to identify and correct the precise issues with their alarm systems. The Police Department will also contact City of Glendale alarm owners that have two (2) false alarms, to determine specific problems and potential concerns, in order to tailor the alarm program to alarm owners in the city.

One component of the program will be to identify those addresses that are responsible for a large number of false alarms, and have personal contact at the address and work with the alarm owner to determine the issue and get it corrected. This component of the program will be structured to address alarm owners who exhaust the greatest amount of police resources due to numerous false alarms. Those alarm owners will be required to identify and correct the problem that is causing the alarm to activate when no burglary is occurring. Additionally, the Police Department will now incorporate the referral of delinquent accounts to a city designated collection agency.

The second component of the program will include giving the alarm owner the opportunity of having the false alarm fee waived for their second false alarm, if they provide documentation of what caused the false alarm and what steps they have taken to correct the problem and prevent it from occurring again. The Police Department will utilize the submitted information to identify trends in why false alarms occur in Glendale and what can be done to prevent it from happening again. This information will be used to more accurately shape our outreach efforts directed at eliminating false alarms.

Previous Related Council Action

On October 20, 2015, staff presented proposed amendments to Glendale City Code, Chapter 3, during the Council Workshop meeting.

On August 12, 2014, Council adopted an ordinance amending Glendale City Code, Chapter 3, Article 1, Section 3-5 (Alarm Owner's Duties), and adopted a resolution establishing the fee for residence and business alarm owner permits.

On June 22, 2010, Council adopted an ordinance amending Glendale City Code, Chapter 3, relating to alarms, and adopted a resolution establishing fees for the Alarm Program.

Community Benefit/Public Involvement

The Police Department surveyed a sample of alarm permit holders to gather input on their alarm systems and related issues. The Police Department received 877 responses to the online survey, of which over 97% had two (2) or fewer false alarms in the last year, and 63% of those answering the survey felt that no fee should be charged for police response to false alarms.

The survey provided the opportunity for open input on the alarm system and the Police Department received comments from nearly 430 survey respondents. Reviewing these comments gave the Police Department feedback on areas where it can improve the program.

Budget and Financial Impacts

The revenue from permits during the period the city initiated the permit fee (Fiscal Year 2014-15) was \$145,972. By discontinuing the collection of permit fees, this amount would be eliminated. The revenue associated with fees assessed due to false alarms would still be collected, but the Police Department anticipates that revenue would either stay steady or possibly increase slightly due to increased efforts in collect the outstanding assessments.

ORDINANCE NO. 2993 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE, CHAPTER 3 CONCERNING ALARM SYSTEMS.

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

SECTION 1. That Glendale City Code, Chapter 3 is amended as follows:

ARTICLE I. - IN GENERAL

Sec. 3-1. - Applicability.

This chapter is intended to regulate the activities and responsibilities of those persons who purchase, lease or rent ~~and those persons who own or conduct the business of selling, leasing, renting, installing, maintaining, or~~ monitoring alarm systems, devices or services. It is further intended to encourage the improvement in reliability of these systems, devices and services to insure that Police Department personnel will not be unduly diverted from responding to actual criminal activity as a result of responding to false alarms. This chapter specifically encompasses burglary, robbery and commercial panic alarms, both audible and inaudible (silent). The provisions of this chapter shall not apply to audible alarms affixed to motor vehicles, audible fire alarms, medical alert devices, residential panic alarms and alarm systems that are operated by the City, County, State or Federal Government and installed on premises which such entity occupies or uses for governmental purposes.

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-2. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Act of God: An unusual, extraordinary, sudden and unexpected manifestation of the forces of nature, which cannot be prevented by reasonable human care, skill or foresight.

Alarm or alarm system: A mechanical or electrical device that is used to detect smoke, fire, hazardous materials or an unauthorized entry into a building or other facility, or to alert other persons of the occurrence the commission of an unlawful act against a person or within a building or other facility, and that may be designed to emit an audible alarm or transmit a signal or message when activated. Alarm or alarm system includes, but is not limited to: silent, panic, holdup, robbery, duress, burglary, check welfare, and proprietor alarms. Alarm or alarm system shall not include telephone call diverters and systems that are designed to report environmental

and other occurrences and that are not designed to alert, or cause other persons to alert, public safety personnel.

~~*Alarm agent:* Any person who is employed by an alarm business either directly or indirectly, whose duties include any installing, maintaining, servicing or repairing any alarm or alarm system in or on any building, place or premises. Any person whose duties consist solely of resetting an alarm following activation shall not be deemed to be an alarm agent.~~

Alarm business: Any owner or operator of a business which sells, rents, installs, maintains or monitors alarm systems, devices, leases or services.

Alarm subscriber: Any person who leases, rents or purchases any monitored alarm system, device or service from an alarm business or who leases or rents an audible alarm system or device or who contracts with an alarm business for alarm monitoring, repair or maintenance services.

Audible alarm: A device designed for the detection of an unauthorized entry on premises and which when activated generates an audible sound on the premises.

Automatic dialer: Any electrical, electronic, mechanical or other device capable of being programmed to send a prerecorded voice message, when activated or if self-activated, over a telephone line, radio or other communication system, to the Police Department.

Common cause: A common technical difficulty or malfunction which causes an alarm system to generate a series of false alarms. The series of false alarms shall be counted as one (1) false alarm only if:

The false alarms have occurred within a seventy-two (72) hour period; and

The responsible alarm subscriber or proprietor alarm owner has documents to the Police Chief the action taken to rectify the cause; and

A thirty-day (30) period expires with the alarm system generating no additional false alarms from the documented cause. business has documented, to the Police Chief, the action taken to rectify the cause and a thirty day (30) period expires with the alarm system generating no additional false alarms from the documented cause.

~~*Controlling person:* All current officers, managers and directors, and any person who is a stockholder, member, general or limited partner or owner, or who holds more than ten percent (10%) of the ownership, management rights, control or claim to the profits of the business. Controlling person does not include current officers, directors or shareholders of stock in any corporation that is traded on a national stock exchange.~~

~~*Convicted:* Having plead guilty of no contest to a crime, having been found guilty of a crime or having been sentenced for a crime, whether incarcerated, placed on probation, fined or having received a suspended sentence.~~

~~*Crime:* Any and all felonies, misdemeanors and serious driving offenses, including driving under the influence of intoxicating liquor or drugs, reckless driving, driving on a suspended, revoked, canceled or refused driver's license, or any driving offense for which the possible penalty includes jail time. Crime does not include minor or civil traffic offenses.~~

~~*False alarms:* Any activation of an alarm not caused by or as a result of a criminal act or unauthorized entry, except for activation for testing purposes when the Police Department has been given advance notice of such testing or activation caused by the Police Department.~~

~~*Licensing authority:* The Tax and License Division of the City Finance Department or the Police Department, as applicable, who has the authority to issue licenses pursuant to this chapter or the reciprocal alarm licensing ordinance of another state, city or town.~~

~~*Medical alert device:* A device designed to help a patient obtain adequate help of the right type during a medical emergency.~~

~~*Monitored alarm:* A device designed for the detection of an unauthorized entry in premises and which when activated generates an inaudible signal to a monitoring station. A monitored alarm may also generate an audible sound on the premises.~~

~~*Panic alarm:* A silent or audible alarm system signal generated by the manual activation of a device intended to signal a life threatening or emergency situation requiring law enforcement response.~~

~~*Person:* A corporation, firm, partnership, association, organization or any other group acting as a unit, as well as an individual.~~

~~*Person financially interested:* For a corporation, any person who is the beneficial owner of at least fifty percent (50%) of the shares of such corporation; for a noncorporate business, any person who shares in, directly or indirectly, at least fifty percent (50%) of any financial gain attributable to such business as an owner, proprietor or otherwise.~~

~~*Primary alarm license:* A special regulatory license issued by the licensing authority of a city or town that has adopted the reciprocal alarm licensing ordinance to an alarm business that has its headquarters, main office, corporate office or designated branch of the alarm business located within this state and within the borders of such licensing authority. In the event that an alarm business has its headquarters, main office, corporate office or designated branch in a city or town that does not require the licensing of alarm businesses, the alarm business may apply for a~~

~~primary alarm business license from any city or town in this state that has adopted the reciprocal licensing ordinance.~~

Proprietor alarm: Any alarm or alarm system which is not leased or rented from, or owned or maintained under contract by an alarm business.

~~*Reciprocal alarm license:* A special regulatory license issued by the licensing authority of a city or town that has adopted the reciprocal alarm licensing ordinance and in which that alarm business conducts business. This license shall be issued only to an alarm business that has a valid primary alarm license from a similar licensing authority within this state that has adopted the reciprocal alarm licensing ordinance.~~

~~*Reciprocal alarm licensing ordinance:* Means an ordinance that is substantially the same in its material terms to the reciprocal alarm licensing provisions codified in this chapter and that is intended by the adopting jurisdiction to be recognized as being reciprocal with alarm licensing ordinances adopted by other cities and towns in this state. Minor or non-material variations that are enacted in a particular city or town to accommodate local conditions or needs shall not affect the reciprocal nature of the ordinance.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-3. - Administration.

The provisions of this chapter shall be administered in a manner prescribed by the police chief.

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-4. - Alarm business duties.

~~(a) — The duties of an alarm business shall be as follows:~~

- ~~(1) — To install an alarm system compatible with the environment, to take reasonable measures to prevent the occurrence of false alarms; and, if it has agreed to provide maintenance or repair service to the system, to service the system within seventy two (72) hours of a request for service. The alarm business shall not install a single action non-recessed button as a device to activate a panic alarm.~~
- ~~(2) — To provide written and oral instructions to each of its alarm subscribers and/or the principal occupants of the buildings or premises protected by an alarm system in the proper use and operation of the system. Such instruction will specifically include all necessary instructions in turning the alarm on and off and in avoiding false alarms.~~

- (3) ~~To provide each purchaser and subscriber with a copy of the pertinent provisions of this chapter relating to alarm subscriber duties, an alarm subscriber/proprietor permit application and false alarm assessments and appeal procedures. The alarm business shall complete and sign the alarm subscriber/alarm company information form with alarm subscriber and submit the form as required in subsection (7) of this section.~~
- (4) ~~Upon leasing or renting an audible alarm system:~~
- a. ~~To conspicuously place on the premises a tag identifying the pertinent alarm business including the telephone number to call when the alarm has been activated.~~
 - b. ~~To maintain records of the location of these alarm systems, devices or services and the name and telephone number of the person and at least one (1) alternate to be notified whenever the alarm is activated and to readily report such information to the police department upon request.~~
 - c. ~~To inactivate or cause to be inactivated the audible alarm within sixty (60) minutes of the notification of its activation in the event the primary and alternate cannot be contacted or does not respond.~~
- (5) ~~Upon leasing, renting, selling or monitoring an inaudible alarm system:~~
- a. ~~To establish a central receiving station in order to monitor these alarm systems. The central receiving station shall attempt to contact the alarmed location by telephonic or other electronic means on every alarm signal except a holdup, robbery, panic or duress alarm activation, whether or not actual contact with a person is made, before requesting a police response to an alarm system signal.~~
 - b. ~~To organize its central receiving station in order to be able to readily and positively identify the type of alarm, i.e. burglary, robbery or panic, and the location of the alarm, if there is more than one (1) system; whether the alarm is audible or silent; the alarm subscriber permit number and the description of the zone or sensor activated and the name and response time of a responsible party.~~
 - c. ~~To maintain records as to each of these alarm systems, devices or services which should include the name of the owner or occupant of the premises, the name and telephone number of the subscriber, a primary person and at least one (1) alternate responsible for responding to the premises when the alarm is activated, information concerning whether the alarm system includes an audible alarm and records of any alarm activation for a period of one (1) year from the date of the activation. The records required by this section shall be made available for inspection to any law enforcement officer of this state or city regulatory licensing inspections official upon twenty (20) days' prior written~~

demand. The business may require the law enforcement officer or inspector to complete an inspection log with name, serial or badge number, time, date and purpose of the inspection.

d. ~~To make notification of activated alarm systems in the manner prescribed by the police chief, including such reasonable information concerning the alarm system as the police department may request. Reasonable information shall include copies of central station alarm activity reports, the names of persons from the activated alarm location who have contracted with the alarm business and any mailing or telephonic information for the activated alarm location. The information shall be made available at any time upon request for inspection by the city or police department representative.~~

e. ~~To arrange for either the alarm subscriber, alarm agent or other responsible representative to go to the premises of an activated alarm system within sixty (60) minutes in order to be available to assist the police in determining the reason for activation and securing the premises. In no event shall there be an unreasonable delay in arriving at the location of the alarm. If the police depart the premises prior to this requirement being met and the police are unable to determine the reason for the activation, such activation shall be deemed a false alarm.~~

f. ~~To notify the alarm subscriber or other responsible person, in the case of a monitored alarm system, of all alarm activations at the alarm subscriber's premises within twenty four (24) hours of activation, not including weekends or holidays, by telephone, electronic mail, facsimile transmission or written notice deposited in the United States mail.~~

(6) ~~To cease responsibility for an alarm system pursuant to this chapter, the alarm business shall promptly notify the police department in the event the alarm business ceases to lease, rent, maintain service or monitor any alarm system. The notice shall be sent within ten (10) days of the receipt of a notice issued pursuant to sections 3-62 or 3-63 herein.~~

(7) ~~To submit on a form and in the manner prescribed by the police chief, such information concerning compliance of the alarm business with its duties under this section as the police chief may request. An alarm business representative and the subscriber shall complete and sign the alarm subscriber/alarm company information form, and the alarm business shall submit the form to the police department within ten (10) days of commencement of service for the alarm system.~~

(b) ~~Alarm businesses which do not monitor, maintain, service or install alarms or alarm systems shall not be subject to subsection (a) of this section, but shall be responsible for instructing each person who purchases an alarm system in the proper use and operation of the alarm, informing each alarm subscriber or alarm purchaser to contact the Glendale Police Department for information regarding this chapter, advising each~~

~~alarm subscriber or alarm purchaser of the requirement of an alarm subscriber permit and providing a copy of this chapter to each alarm subscriber or alarm purchaser. Such instruction will specifically include all instructions necessary to turn off the alarm and to avoid false alarms. Such instruction will specifically include all necessary instructions in turning the alarm on and off and in avoiding false alarms. Any alarm business that sells an alarm or an alarm system with monitoring services, or leases, rents, installs, maintains or services an alarm or alarm system shall be subject to subsections (a)(1) through (a)(7) of this section.~~

- ~~(c) Alarm businesses which monitor but do not sell, lease, rent, install, service or maintain alarms or alarm systems shall not be subject to subsections (a)(1) through (a)(4) of this section.~~
- ~~(d) Alarm businesses which sell or install alarms or alarm systems but do not lease, rent, monitor, service or maintain them shall not be subject to subsections (a)(1) or (a)(4) through (a)(6) of this section.~~
- ~~(e) An alarm business which violates any provision of this section is guilty of a class 1 misdemeanor.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-45. - Alarm subscriber's and Proprietor Alarm owner's duties.

The duties of an alarm subscriber or alarm proprietor owner shall be as follows:

- (1) To be familiar with the provisions of this chapter; and
- ~~(12)~~ (2) To instruct all personnel, who are authorized to place the system or device into operation, in the appropriate method of operation; and
- ~~(23)~~ (3) To inform personnel, who are authorized to place the alarm system into operation, of the provisions of this chapter, emphasizing the importance of avoiding false alarms; and
- ~~(3) To apply for an alarm subscriber permit from the Glendale Police Department and pay the required application and permit fees.~~
- (4) To respond or to make arrangements for an alarm business or other responsible person to respond to the scene of an activated alarm within sixty (60) minutes of the alarm activation; and
- (5) To maintain the alarm or alarm system in good working order and take reasonable measures to prevent the occurrence of false alarms.
- ~~(6) An alarm subscriber who violates any provision of this section is guilty of a class 1 misdemeanor.~~

(Ord. No. 2732, § 1, 6-22-10; Ord. No. 2902, § 1, 8-12-14)

~~Sec. 3-6. Proprietor alarm responsibilities.~~

~~The responsibilities of the owner of a proprietor alarm shall be as follows:~~

- ~~(1) To be familiar with the provisions of this chapter.~~
- ~~(2) To apply for an alarm subscriber permit from the Glendale Police Department and pay the required application and permit fees.~~
- ~~(3) To maintain the alarm or alarm system in good working order and take reasonable measures to prevent the occurrence of false alarms.~~
- ~~(4) Upon the purchase of any alarm system, device or service which includes an audible alarm:
 - ~~a. To notify the Glendale Police Department of the name, address and telephone number of the primary person and at least one (1) alternate who should be notified when the alarm is activated.~~
 - ~~b. To inactivate or cause to be inactivated the alarm system within sixty (60) minutes of notification of its activation.~~~~
- ~~(5) To instruct all persons who are authorized to place the system or device into operation in the appropriate method of operation and to lock and secure all points of entry, such as doors and windows.~~
- ~~(6) To inform all persons who are authorized to place the alarm system into operation of the provisions of this chapter emphasizing the importance of avoiding false alarms.~~
- ~~(7) A proprietor alarm owner who violates any provision of this section is guilty of a class 1 misdemeanor.~~

(Ord. No. 2732, § 1, 6-22-10; Ord. No. 2902, § 2, 8-12-14)

Sec. 3-75. - Activation for unauthorized purposes.

It shall be unlawful for any person to intentionally activate any robbery alarm for any reason other than to warn of an actual robbery or to intentionally activate any burglar alarm for any reason other than to warn of an unauthorized entry into an alarm protected premises or to intentionally activate any commercial panic alarm for any reason other than to signal a life threatening or emergency situation requiring law enforcement response.

(Ord. No. 2732, § 1, 6-22-10)

~~Sec. 3-8. - Shutting off after sounding alarm.~~

~~No person or business who purchases, leases or rents an audible alarm system, device or service which is not connected to a central receiving station (of an alarm business) shall allow the alarm to sound in excess of sixty (60) minutes.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-96. - Automatic or prerecorded messages or signals connected directly to city.

No person shall use or cause to be used any telephone device or telephone attachment that automatically selects a public primary telephone trunk line of the city and then reproduces any prerecorded message or signal.

(Ord. No. 2732, § 1, 6-22-10)

~~Sec. 3-10. - Monitoring panels, annunciating or receiving equipment.~~

~~No person shall place any monitoring panels and annunciation or receiving equipment in any City of Glendale building.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-117. - Confidentiality.

The information furnished and secured pursuant to this chapter shall be confidential and shall not be subject to public inspection.

(Ord. No. 2732, § 1, 6-22-10)

~~Secs. 3-12 — 3-35. - Reserved.~~

~~ARTICLE II. - LICENSES AND PERMITS~~

~~Sec. 3-36. - License required.~~

~~(a) — It shall be unlawful for any person to engage in, conduct or carry on an alarm business within the corporate limits of the city without first having obtained a license pursuant to this chapter. Each and every alarm involved in the alarm business shall constitute a separate offense under this subsection.~~

~~(b) — It shall be unlawful for any person to engage in, represent himself or herself to be, or operate as, an alarm agent within the corporate limits of the city without first having obtained a license pursuant to this chapter. Each day that a person engages in or operates as an alarm agent and each time that a person represents himself or herself to be an alarm agent shall constitute a separate offense.~~

~~(c) — A separate license is required for each business name under which an alarm business conducts business or advertises. In the event that the licensing authority has reasonable cause to believe that an alarm business does not have a valid alarm business license as required by this chapter, or that a person is engaged in the alarm business without a valid alarm business license, the licensing authority or its designee, with the assistance of the police department, shall issue a warning to the alarm business stating that it is in violation of the provisions of this chapter. The warning shall direct the alarm business to apply for an alarm business license within ten (10) calendar days of the date of the warning. The alarm business receiving such a notice shall not engage in the alarm business until an alarm business license is issued pursuant to this chapter.~~

~~(d) — The administration of this chapter, including the duty of prescribing forms, is vested in the licensing authority. License applications made pursuant to this chapter shall be submitted to the licensing authority, which shall have the authority to issue, deny, suspend or revoke a license in accordance with the provisions of this chapter.~~

~~(e) — The license required by this chapter shall be in addition to any other licenses or permits required by the city, county or state in order to engage in business. Persons engaging in activities described in this chapter shall comply with all other ordinance and laws, including the city zoning laws, as may be required to be engaged in the business to be licensed. Failure of any applicant or licensee, as applicable, to meet the requirements of this subsection shall be grounds for denial, suspension or revocation of a license.~~

~~(f) — All licenses issued pursuant to this chapter shall be for the remainder of the calendar year and shall be renewable annually, as specified in section 3-40.~~

~~(g) — Upon written request and the payment of the fee, as established by resolution, the licensing authority shall issue a duplicate license to a licensee whose license has been lost, stolen or destroyed.~~

~~(h) — It shall be unlawful for an alarm business to use or to contract with any person for purposes of using the service of an unlicensed alarm business or unlicensed alarm agent.~~
~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-36.1. ~~Types of licenses; reciprocity.~~

~~(a) — The types of licenses that may be issued pursuant to this chapter are as follows:~~

- (1) ~~Primary alarm license.~~ A primary alarm license may be applied for by an alarm business that is physically located within this city, in a jurisdiction that has not adopted this reciprocal alarm license ordinance or in a jurisdiction outside of this state.
- (2) ~~Reciprocal alarm license.~~ An alarm business, whether physically located within or outside the State of Arizona, that has a valid primary alarm license issued by a jurisdiction within this state that has adopted the reciprocal alarm license ordinance, shall be entitled to the issuance of a reciprocal alarm license upon compliance with the requirements of this chapter.
- (3) ~~Alarm agent license.~~ A person desiring to engage in the business or occupation of alarm agent shall apply for and receive an alarm agent license from the jurisdiction that issues the primary alarm license for the alarm business for which the alarm agent is or will be working. A person holding a valid alarm agent license, who desires to work for an alarm business holding a reciprocal alarm license, does not have to obtain a separate alarm agent license, but shall provide a copy of his or her license, upon request, to the jurisdiction in which the reciprocal license has been issued.

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-37. ~~Application.~~

- (a) ~~The application for the license required by the provisions of this chapter shall be submitted to the tax and license division utilizing such format as may be prescribed by the police chief.~~
- (b) ~~The application for an alarm business license shall include:~~
 - (1) ~~The name, address and telephone number of the alarm business. If the applicant is a corporation, general or limited partnership, limited liability company or other legal entity, the name of the applicant shall be set forth exactly as shown in its current articles of incorporation, charter, certificate of limited partnership, articles of organization or other organizational documents, as applicable, together with the state and date of incorporation and the names, residence addresses and dates of birth of each controlling person. If one or more of the partners, members or shareholders of the applicant is a corporation or other legal entity, the provisions of this subsection relating to information required of a corporation shall apply.~~
 - (2) ~~In the event that the applicant is a corporation, general or limited partnership, limited liability company or other legal entity, the applicant shall designate one of its officers, general partners, or members to act as its responsible managing officer. Such designated person shall complete and sign all application forms~~

required of an individual applicant under this chapter. The applicant shall provide a copy of their corporation, partnership or limited liability company formation documents.

- (3) ~~For the applicant and each controlling person:
 - a. ~~Name;~~
 - b. ~~Any alias or other name used by which the person was previously known; and~~
 - c. ~~Current residency and business addresses, telephone numbers, including fax and e-mail addresses; if applicable.~~~~
- (4) ~~The names, addresses and license numbers of the alarm agents employed by the alarm business and copies of the alarm agents licenses.~~
- (5) ~~The business telephone number at which each alarm agent may be reached.~~
- (6) ~~The required application fee.~~
- (7) ~~The residence and business address of the applicant and each controlling person for the five (5) year period immediately preceding the date of filing of the application and the inclusive dates of each such address.~~
- (8) ~~Proof that the applicant and each controlling person is at least eighteen (18) years of age, as indicated on a current driver's license with picture, or other picture identification document issued by a governmental agency.~~
- (9) ~~Height, weight, color of eyes and hair and date of birth of the applicant and each controlling person.~~
- (10) ~~The employment history of the applicant and each controlling person for the five (5) year period immediately preceding the date of the filing of the application.~~
- (11) ~~Information as to whether the applicant or any controlling person, or the business on behalf of which the license is being applied for, has ever been refused or denied any similar license or permit or has had any similar permit or license revoked, canceled or suspended and the reason or reasons for the revocation, cancellation or suspension.~~
- (12) ~~Whether or not the applicant or any controlling person has ever been convicted of a crime, regardless of whether the conviction was later set aside or expunged, in any domestic, foreign or military court. An applicant or controlling person shall also answer "yes" to this question, even though he or she has not been convicted of a crime, if the applicant or controlling person is presently pending trial or other court proceeding for a crime.~~
- (13) ~~For initial applications for primary alarm business licenses only, one full set of fingerprints on fingerprint cards for the applicant and each controlling person. Fingerprints or fingerprint data must be submitted on fingerprint cards provided or approved by the licensing jurisdiction, but may be taken by any law enforcement or other government agency.~~

- (14) ~~Copies of the State of Arizona Registrar of Contractor's C 11, C 12 or L 67 License, as applicable, or a copy of the K 67 License for combined residential and commercial, issued to the alarm business applicant, and copy of the State of Arizona Transaction Privilege Tax License and City of Glendale Transaction Privilege Tax License, if applicable.~~
- (15) ~~An express agreement by the alarm business that any and all records of the alarm business, whether written or recorded, electronically or otherwise, or in any other form, relating to information required to be supplied to the police department in case of an alarm, shall be immediately made available at any time upon request for inspection by agents of the police department.~~
- (16) ~~A copy of a valid primary alarm license if the application is made for an original or renewal reciprocal alarm license.~~
- (17) ~~Such other information, evidence, statements or documents as may be deemed by the licensing authority to be reasonably necessary to process and evaluate the application or renewal.~~
- (c) ~~Applicants for primary or reciprocal alarm licenses, or applicants for renewal of any such licenses, shall notify the licensing authority, in writing, of any change in the information contained in the license application or renewal application. Notification shall be given to the licensing authority within fifteen (15) calendar days of the occurrence of the change.~~
- (d) ~~The application for alarm agent license shall include:~~
- (1) ~~The name of the applicant and any alias or other name, used by or by which the applicant has been previously known, his or her current residence and business addresses, telephone numbers, including facsimile numbers and e-mail addresses, if applicable.~~
 - (2) ~~The name, business address and business telephone number of the alarm business where the applicant is or will be employed.~~
 - (3) ~~Whether or not the applicant has been convicted of a crime.~~
 - (4) ~~Proof that the applicant is at least eighteen years of age, as indicated on a current driver's license with picture, or other picture identification document issued by a governmental agency.~~
 - (5) ~~Height, weight, color of eyes and hair and date of birth of the applicant.~~
 - (6) ~~Information as to whether, in this city or elsewhere, the applicant has ever been refused or denied any similar license or permit, or has had any similar permit or license revoked, canceled, or suspended and the reason or reasons for the revocation, cancellation or suspension.~~
 - (7) ~~One full set of fingerprints on fingerprint cards, or fingerprint data. Fingerprints or fingerprint data must be submitted on fingerprint cards provided or approved by the licensing jurisdiction, but may be taken by any law enforcement or authorized government agency.~~

- (8) ~~The applicant's business, occupation and employment history for the five (5) year period immediately preceding the date of filing the application.~~
- (9) ~~Such other information, evidence, statements or documents as may be deemed by the licensing authority to be reasonably necessary to process and evaluate the application or renewal.~~
- (10) ~~The required application fee.~~
- (e) ~~Applicants for alarm agent licenses, or applicants for renewal of such licenses, shall notify the licensing authority, in writing, of any change in the information contained in the license application or renewal application. Notification shall be given to the licensing authority within fifteen (15) calendar days of the occurrence of the change.~~
- (Ord. No. 2732, § 1, 6-22-10)

Sec. 3-38. ~~Fees.~~

- (a) ~~The application, permit fees and license fees for permits and licenses issued under this chapter shall be set by resolution. The city may set different application, permit and license fees for an applicant who has not previously been issued a license under this chapter for the calendar year in which he or she submits an application and for an applicant who has been issued a permit license for the calendar year in which he or she submits an application and who is required to obtain a new permit or license due to a change in the location of his or her business.~~
- (b) ~~Each applicant for a license shall submit a full set of fingerprints to the City of Glendale for the purpose of obtaining a state and federal criminal records check pursuant to A.R.S. § 41-1750 and Public Law (PL) 92-544. The Arizona Department of Public Safety (DPS) is authorized to exchange this fingerprint data with the Federal Bureau of Investigation. In addition to any other fees imposed under this chapter, an applicant for a license issued under this chapter shall pay an amount necessary to cover the costs of federal fingerprint processing or federal criminal history record information checks. The specific amount of such additional fee shall be set by resolution based upon information received from DPS as to the costs of fingerprint processing and record information checks. The additional fees collected pursuant to this subsection shall be transmitted to DPS as required by A.R.S. § 41-1750, as amended.~~
- (c) ~~No application or fingerprinting fee paid pursuant to this chapter shall be returned to an applicant if his or her application is withdrawn or denied. No license fee paid pursuant to this chapter shall be returned to a licensee if his or her license is revoked or suspended.~~

(Ord. No. 2732, § 1, 6-22-10; Ord. No. 2902, § 3, 8-12-14)

Sec. 3-39. ~~Issuance standards.~~

- (a) ~~The licensing authority will issue a license provided for by this chapter to an applicant, or renew a license, if applicable, when the following conditions of the applicable licensing provisions have been fully satisfied:~~
- (1) ~~All application requirements have been met, including any criminal history background checks and fingerprint requirements.~~
 - (2) ~~All fees have been paid in full.~~
 - (3) ~~No grounds for denial listed in this section exist.~~
- (b) ~~No person shall be licensed under this chapter if such person:~~
- (1) ~~Knowingly makes any false or misleading statement in the course of applying for or renewing a license; submitted false or misleading information in support of such application or request or failed or refused to make full disclosure of all information required by this chapter.~~
 - (2) ~~Has been previously convicted of a felony or a misdemeanor involving fraud, theft, dishonesty, moral turpitude, physical violence, assault, indecent exposure, illegal use or possession of a deadly weapon, or a violation of A.R.S. Title 13, Chapter 34 (drug offenses, including but not limited to those relating to possession, sale or other conduct involving marijuana, narcotic drugs, precursor chemicals and prescription drugs), or offenses committed in another jurisdiction, which if committed in Arizona would constitute one of the crimes listed in this subsection within five (5) years from the date that the application is submitted.~~
 - (3) ~~Lacks good moral character as set forth in section 21-4.~~
 - (4) ~~Is under the age of eighteen (18) years.~~
 - (5) ~~Has had a license relating to alarm businesses or agents, as applicable, or a license of similar character, issued by the city of another authority, suspended, canceled or revoked within the five (5) year period immediately preceding the date of the filing of the application.~~
 - (6) ~~Is not a United States Citizen or lawful permanent resident alien or an alien who is authorized to work by the United States Department of Justice Immigration and Naturalization Service.~~
 - (7) ~~Has violated a provision of this chapter, or has committed any act which, if committed by a licensee, would be grounds for the denial or revocation of a license pursuant to this chapter.~~
- (c) ~~No applicant shall be licensed under this chapter if any of the following persons would be disqualified from being licensed under subsection (b):~~
- (1) ~~The president of an applicant which is a corporation, if he or she is an Arizona resident;~~
 - (2) ~~Each general partner of an applicant which is a partnership;~~
 - (3) ~~The managing officer or agent for the in-state operations of the applicant;~~
 - (4) ~~Any person financially interested in the applicant; or~~

- (5) — ~~Each managing member of a limited liability company, or if there are no designated managing members, all members.~~
- (d) — ~~No license shall be issued under this chapter to an applicant if the police chief determines that, due to the nature and location of the applicant's proposed business, the operation of such business is likely to create unreasonably unsafe conditions or to unreasonably increase existing unsafe conditions in the surrounding neighborhood.~~
- (e) — ~~Notice shall be given of any denial of a license application or a request for renewal, in writing and either by hand delivery or by mail to the address of record. The notice shall include the reasons for denial of the license or license renewal.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-40. — Issuance; expiration; renewal.

- (a) — ~~Any license issued under this chapter shall be valid only for the calendar year for which it is issued. Each license expires on December 31 of each year and must be renewed on or before January 31 of the following year by filing an application for renewal and paying the applicable renewal fee. The application and payment for renewal must be received by the City of Glendale Tax and License Division by January 31 to be deemed timely filed.~~
- (b) — ~~A person whose initial license is issued after March 31 of any year shall be subject to an initial license fee on a prorated basis as follows:~~

Business Start Date	Proration of License Fee
April 1 — June 30	75%
July 1 — September 30	50%
October 1 — December 31	25%

~~The applicable proration percentage shall be applied to the annual license fee set by resolution to determine the initial license fee.~~

- (c) — ~~Any person who fails to renew a license by January 31 of any year and who conducts any activity covered by such license after such date shall be deemed to be operating without a license, shall be subject to all penalties imposed under this chapter against persons unlawfully operating without a license, and shall be subject to a penalty of fifty~~

~~percent (50%) of the annual license fee which would have been imposed on the date on which the license expired in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person.~~

~~(d) — Any person who is required to obtain a license under this chapter and fails to do so prior to conducting any activity covered by such license shall be subject to a penalty of fifty percent (50%) of the annual license fee which would have been imposed on the date on which such activities commenced in addition to payment of the applicable license fee. All license fees and penalties owed by a person pursuant to this subsection must be paid before a new license is issued to such person under this chapter.~~

~~(e) — No license issued under this chapter shall be renewed unless the licensee is in compliance with all provisions of this chapter at the time of renewal.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-41. — Identification cards.

~~The tax and license division shall issue to each alarm agent an identification card containing a current photograph of the alarm agent. Each identification card shall expire on December 31 of the year in which it is issued, and the alarm agent shall obtain a new identification card on or before January 31 of the following year, by paying the license fee, unless licensed pursuant to section 3-36.1(3).~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-42. — Display of licenses and identification cards.

~~(a) — A copy of the alarm business license shall at all times be conspicuously displayed at the central station or main office of the alarm business.~~

~~(b) — At all times that a person is acting as an alarm agent within the city, such person shall carry on his or her person a valid alarm agent license and identification card. An alarm agent shall display his or her license and identification card upon request to any police officer, law enforcement official or city official whose duties are related to licensing.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-43. — Duty to ensure compliance by alarm agents.

~~(a) — An alarm business shall not allow any of its employees to work as an alarm agent until such person has displayed to the alarm business a valid alarm agent license and identification card. An alarm business shall require that all persons employed as alarm agents maintain current alarm agent licenses and identification cards at all times that such persons work for the alarm business. On or before January 31 of each year, the~~

alarm business shall verify with each alarm agent that such alarm agent has renewed his or her alarm agent license and identification card.

- (b) — ~~An alarm business shall not allow any person who contracts with the alarm business to perform, on behalf of the alarm business, any services for which an alarm agent license is required until such person has displayed to the alarm business a valid alarm agent license and identification card. An alarm business shall require that all persons so contracting with the alarm business maintain current alarm agent licenses and identification cards at all times that such persons perform services for which an alarm agent license is required on behalf of the alarm business.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-44. — ~~Nontransferability; temporary licenses.~~

- (a) — ~~No license issued under this chapter shall be transferable between persons or locations.~~

- (b) — ~~Except as provided in subsection (c) of this section, upon the termination of an alarm agent's employment with an alarm business, the alarm agent shall surrender his or her alarm agent license and identification card to such business. The alarm business shall mail or deliver the alarm agent license and identification card to the tax and license division within five (5) days of such surrender. If the alarm agent fails to surrender his or her alarm agent license and identification card to the alarm business, the alarm business shall give notice to the tax and license division within fifteen (15) days of such termination that the alarm agent's employment has been terminated and that the alarm agent has failed to surrender his or her license and identification card.~~

- (c) — ~~If an alarm agent terminates his or her employment with an alarm business for the purpose of transferring employment to another alarm business, such person shall surrender his or her license as provided in subsection (b) of this section and shall advise the tax and license division of his or her intentions. The tax and license division shall issue the alarm agent a temporary license until such time as a new license is issued to the alarm agent. Both the temporary and new license will be issued to the alarm agent without charge.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-45. — ~~Revocation or suspension.~~

- (a) — ~~The tax and license division may suspend any license issued under this chapter for a specified period not to exceed sixty (60) days, or revoke such license, for any of the following reasons:~~

- (1) — ~~Failure to maintain good moral character;~~
- (2) — ~~Conviction of the licensee of a felony involving dishonesty, deceit, theft, assaultive conduct or sexual misconduct;~~

- (3) ~~When the licensee has knowingly made any false or misleading statement in any report or record required to be made or kept under this chapter; or~~
- (4) ~~Any other violation of this chapter.~~
- (b) ~~The city shall give written notice of the revocation or suspension to the licensee, which statement shall contain the reasons for the revocation or suspension and, if applicable, the length of the suspension. Such notice shall be personally served on the licensee or mailed to the licensee's last known address. Service of the notice shall be deemed complete upon mailing.~~
- (c) ~~The licensee may request an informal hearing on such revocation or suspension by submitting a written request to the tax and license division within ten (10) days after the notice of revocation or suspension is given. An informal hearing before the tax and license division shall be held within fifteen (15) days after the request for the same is received by the city. If the licensee does not request a hearing within said ten (10) day period, the revocation or suspension shall take effect on the eleventh day after service of the notice of revocation or suspension. If a hearing is requested, the revocation or suspension shall not take effect until after the informal hearing and service on the licensee of a new notice from the tax and license division setting forth the tax and license division's final decision. Such notice shall be personally served on the licensee or mailed to the licensee's last known address. Service of the notice shall be deemed complete upon mailing.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

Sec. 3-46. ~~Appeal from denial, revocation or suspension of license.~~

- (a) ~~A person who has been denied a license or whose license has been revoked or suspended after an informal hearing with the tax and license manager may appeal such decision to a hearing officer. The appeal shall be requested within ten (10) days from the date on which such person is given notice of the determination from which the appeal is taken. The request shall be in writing, shall be filed with the city manager and shall set forth specifically the grounds for such appeal.~~
- (b) ~~The city manager shall appoint a hearing officer to conduct a hearing in accordance with this section. The hearing officer shall not be a member of the tax and license division. The hearing officer may, in his or her discretion, stay any revocation or suspension pending final determination of the appeal.~~
- (c) ~~The burden of proof at the hearing shall be on the applicant or licensee to establish, by a preponderance of the evidence, that he or she meets all requirements for holding a license under this chapter. The hearing officer shall hear such testimony and consider such evidence as is relevant to the determination of such issues. The hearing officer shall not be bound by technical rules of evidence or procedure in conducting the hearing.~~

~~(d) — The hearing officer shall render a written decision within thirty (30) days after the hearing is concluded based on the evidence presented by the city and the applicant or licensee. The decision of the hearing officer shall be final.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

~~Sec. 3-46.1 — Application after denial or revocation of license.~~

~~No person, association, firm, corporation or other legal entity may apply for any license required under this chapter within one (1) year from the denial of any such license to such applicant, or from the non-renewal or revocation of any such license, unless the cause of such denial, revocation or non-renewal has been, to the satisfaction of the licensing authority, removed within such time. This section shall be inapplicable to denials of applications or renewal when the reason for denial was for an administrative, technical or otherwise non-material reason.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

~~Sec. 3-46.2. — Termination and cancellation of license; notice.~~

~~(a) — An alarm agent who terminates employment with an alarm business shall immediately surrender his or her alarm agent license to the licensing authority.~~

~~(b) — An alarm agent who terminates his employment with an alarm business to change employment to another alarm business licensee shall notify the licensing authority of the transfer, in writing, within fifteen (15) calendar days of the change in employment.~~

~~(c) — An alarm business may cancel an alarm business license by filing a notice of cancellation of the license with the licensing authority. The notice of cancellation shall include the effective date of the cancellation. In the event of the cancellation of a primary alarm business license, notice shall be given to all jurisdictions in which reciprocal alarm business licenses have been issued and are active. Reciprocal alarm business licenses shall be cancelled as of the effective date of the cancellation of the primary alarm business license, unless the licensee requests the license be cancelled sooner.~~

~~(Ord. No. 2732, § 1, 6-22-10)~~

~~Sec. 3-47. — Alarm subscriber permits.~~

~~(a) — Every alarm subscriber and proprietor alarm owner shall apply for and receive an alarm subscriber permit from the police department. Application shall be made with the police department for a permit within ten (10) calendar days of the installation date of a new alarm system. Alarm subscriber permits will be on forms approved by the police department. An alarm subscriber permit is valid for one (1) year and may be renewed for additional one year periods on application. An alarm subscriber permit shall be kept~~

within the premises protected by the alarm and shall be available for inspection by the police department. ~~Permits are not transferable from one subscriber or proprietor to another subscriber or proprietor, or from one address to another address. A separate permit is required for each address.~~

- (b) ~~Alarm systems that are operated by the city, county, state or federal government and installed on premises which such entity occupies or uses for governmental purposes shall not be subject to this chapter. However, such entity shall apply for and obtain a permit for each alarm system it operates.~~
- (c) ~~If an alarm subscriber has multiple alarm systems at one location, an alarm subscriber permit is required for each system. For the purposes of this chapter:~~
 - (1) ~~The tenant of an apartment or other rental property who installs, purchases or rents an alarm system shall be deemed to be the alarm subscriber.~~
 - (2) ~~The owner of an apartment or other rental property that has an existing alarm system shall be deemed to be the alarm subscriber. Each apartment unit shall be considered a separate address. The common areas of offices of the apartment complex will be considered one address.~~
- (d) ~~When the police department has recorded an alarm for a subscriber or proprietor alarm owner who has not applied for an alarm subscriber permit in accordance with the provisions of this chapter:~~
 - (1) ~~The police department shall send the alarm subscriber or proprietor alarm owner and the alarm business that called in the alarm to the police department a warning stating that they are in violation of the provisions of this chapter. The warning will direct the alarm subscriber or proprietor alarm owner to apply for the alarm subscriber permit within ten (10) calendar days of the date of the warning. The warning shall notify the party that the failure to obtain the alarm subscriber permit shall result in an assessment of a service fee, in an amount established by resolution, per alarm activation for each alarm which occurs while the alarm system is operated without an alarm subscriber permit. The service fee will be in addition to any false alarm fee assessed pursuant to section 3-63.~~
 - (2) ~~If the alarm subscriber or proprietor alarm owner applies for an alarm subscriber permit as required, the service fee assessment per alarm will not be imposed. If the alarm subscriber or proprietor alarm owner fails to apply for the alarm subscriber permit within ten (10) calendar days of the date of the warning, the police department shall notify the alarm subscriber or proprietor alarm owner that the applicable service fee will be assessed for each alarm which occurs while the system is operated without an alarm subscriber permit.~~
 - (3) ~~The alarm subscriber or proprietor alarm owner may, within twenty (20) calendar days of the date of the mailing of the notice, appeal the initial assessment to the police chief by filing a petition with the police chief or his designee. The petition shall contain specific defenses, if any, to show why the~~

assessment should not be imposed against the alarm subscriber or proprietor alarm owner.

- (4) — Any petition submitted pursuant to subsection (2) of this section shall be filed with the police chief or his designee within the time specified. If the petition is not timely filed, any notified party shall be deemed to have waived the right to any further review or hearing as provided herein and the service fee assessment shall be final.
- (5) — If a petition is timely filed pursuant to subsection (2) of this section, the police chief or his designee shall review the specific defenses set forth in the petition. If it is determined that a valid defense to the initial assessment has been set forth, a notice will be sent to the alarm subscriber or proprietor alarm owner informing them that the initial assessment is reversed. The notice shall specifically set forth the findings and conclusions.
- (6) — If the police chief or his or her designee determines that a defense to the initial assessment has not been set forth, a notice shall be sent by mail to the alarm subscriber or the proprietor alarm owner informing them that the initial assessment is upheld. The notice of decision shall include the specific findings and conclusions. The decision is subject to appeal pursuant to section 3-64.
- (7) — An alarm subscriber or proprietor alarm owner who fails to apply for an alarm subscriber permit as required by subsection (1) of this section shall be assessed a service fee, in an amount established by resolution, for each alarm activation to partially recover the costs of the police response while the alarm or alarm system is operated without an alarm subscriber permit. The alarm subscriber or proprietor alarm owner shall tender the assessed service fee within twenty (20) days of a final determination of assessment pursuant to this section or section 3-64. If the alarm business did not comply with section 3-4(a)(7) and submit the required form, the alarm business shall be assessed the service fee. In the event the assessed service fee is not tendered, the unpaid balance of the assessment will be subject to a charge of one and one half percent (1.5%) per month, compounded monthly.
- (8) — It shall be unlawful and a class 1 misdemeanor for an alarm subscriber or proprietor alarm owner to operate an alarm system without a valid alarm subscriber permit issued in accordance with the provisions of this chapter.

(Ord. No. 2732, § 1, 6-22-10)

Secs. 3-48 — 3-60. — Reserved.

ARTICLE III. - FALSE ALARMS

Sec. 3-~~618~~. - Grace period.

- (a) Newly installed and reinstalled alarm systems shall not be subject to the provisions of this chapter relating to the counting and assessment of false alarms for a period of thirty (30) days from the date the alarm system becomes operational.
- (b) The grace period provided in subsection (a) of this section shall apply only if the alarm ~~subscriber-business~~, or proprietor alarm owner notifies the police chief or his designee in writing within ten (10) days of the completion of installation or reinstallation. The written notice shall specify the date the system was installed or reinstalled. For reinstalled alarm systems, the notice shall also describe the nature and extent of the reinstallation.

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-~~629~~. - Warning notice.

When any alarm system generates a false alarm, the police department shall send a warning notice to ~~both~~ the alarm subscriber ~~and alarm-business~~ or the proprietor alarm owner that one (1) subsequent false alarm within a three hundred sixty-five (365) day period will subject the notified parties to the sanctions as provided herein.

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-~~6310~~. - Police review and penalties.

- ~~(a) — Any alarm system which has two (2) or more false alarms within a consecutive three hundred sixty five (365) day period shall be subject to assessment as provided herein.~~
- (b) If the police department records two (2) or more false alarms within a consecutive three hundred sixty-five (365) day period:
 - (1) The police department shall notify both the alarm subscriber ~~and alarm-business~~ or the proprietor alarm owner by electronic mail or postal mail of the police department's initial notice of assessment of false alarm service fees and of the amount of the assessed service fees. The alarm subscriber ~~and alarm-business~~ or the proprietor alarm owner, within 320 calendar days of the date on the notice, shall pay the assessed fee or may appeal to the police chief by filing a petition with the police chief or his designee. The petition shall contain and explain specific defenses to the assessment. Affirmative defenses to a false alarm service fee assessment alarm may include evidence that a false alarm was caused by an act of God, common cause, action of the telephone company, telephone line outage, power outage lasting longer than the life of a fully

charged battery, or other extraordinary circumstances not reasonably subject to control by the alarm business, alarm subscriber or proprietary alarm owner.

- (2) The petition submitted pursuant to subsection (1) of this section shall be received by the police chief or his designee within the time specified. If the petition is not timely submitted, any notified party shall be deemed to have waived his right to any further review or hearing as provided herein and the alarm business and alarm subscriber or the proprietor alarm owner operating the alarm system generating the false alarms will be assessed pursuant to paragraph (5) of this subsection.
 - (3) If the petition pursuant to subsection (1) of this section is submitted, the police chief or his designee shall review the specific defenses, if any, set forth in the petition to the initial determination of false alarms. If it is determined that a valid defense to the initial determination of false alarm has been accepted, a notice will be sent by electronic mail or postal mail to all notified parties that no assessment will be made for that particular alarm. The notice shall specifically set forth the findings and conclusions of the police chief or his designee with respect to the review of the petition submitted.
 - (4) If the police chief or his designee determines that a defense to the initial determination of false alarms has not been alleged or accepted, a notice shall be sent by electronic mail or postal mail to ~~both~~ the alarm subscriber ~~and alarm business~~ or the proprietor alarm owner that they will be assessed pursuant to paragraph (5) of this subsection. The notice of decision shall contain the specific findings and conclusions of the police chief or his designee with respect to the review of the report submitted.
 - (5) Assessments imposed pursuant to subsections (1) and (4) of this section shall be in an amount established by resolution. The alarm subscriber or proprietor alarm owner ~~and the alarm business~~ shall, ~~except as provided in section 3-64(f),~~ be jointly and severally be responsible for the payment of assessments imposed upon their alarm system. ~~The owner of a proprietor alarm shall be responsible for the payment of assessments imposed upon a proprietor alarm system.~~
 - ~~(6) Assessments imposed under subsections (1) and (4) of this section shall be in addition to any service fee imposed pursuant to section 3-47, if the alarm subscriber has not obtained a permit.~~
- (e**b**) Upon final determination of assessment pursuant to this chapter for the second (2) and any subsequent false alarm within a consecutive three hundred sixty-five (365) day period, the responsible party shall tender the fee assessed within ~~ten (10)~~ thirty (30) days of the date ordered or discontinue operation of the alarm system. ~~In the event the operation of the alarm system is not discontinued and the assessment not tendered, its~~

~~continued operation by the alarm subscriber, alarm business, or proprietor alarm owner is unlawful. Each day past ten (10) calendar days after the date ordered that the operation of the alarm system is not discontinued and assessment is not tendered shall constitute a class 1 misdemeanor.~~

- (d) ~~Upon final determination of assessment pursuant to this chapter for the tenth (10th) false alarm within a consecutive three hundred sixty five (365) day period, it shall be unlawful to operate the alarm system in such a manner that results in any subsequent false alarms within a ninety (90) day period from the date of receipt of the final determination for the tenth (10th) false alarm. Every such false alarm within such ninety (90) day period from the receipt of final determination for the tenth (10th) false alarm shall be a class 1 misdemeanor. In addition to this remedy, the city may also pursue an injunction through the Maricopa County Superior Court with all costs of such suit to be borne by the alarm business and alarm subscriber or proprietor alarm owner, as may be the case.~~

(Ord. No. 2732, § 1, 6-22-10)

Sec. 3-~~6411~~. - Appeals.

- (a) Any party aggrieved by a decision of the police chief or his or her designee made pursuant to section 3-~~1063~~, ~~subsections (b)(3) or (b)(4)~~ may, within ~~ten (10)~~ thirty (30) days of the date receipt of notice of the decision, appeal to a hearing officer ~~so~~ designated by the city manager. A copy of the appeal request shall be filed with the Glendale City Clerk and a copy sent via certified mail to the police chief ~~or his or her~~ designee.
- (b) The request for an appeal shall set forth the specific objections to the decision of the police chief or ~~his~~ their designee which form the basis of the appeal.
- (c) The hearing officer shall set a time and place for the hearing as soon as practicable.
- (d) The hearing proceeding shall be conducted as an informal process. The hearing officer shall not be bound by the technical rules of evidence in the conduct of such hearings. All parties to the hearing shall have the right to present evidence in support of or in opposition to the decision of the police chief.
- (e) The decision of the hearing officer shall be based upon the evidence presented and it shall:
- (1) Affirm the decision of the police chief or ~~his or her~~ their designee in which case any assessment imposed shall be sustained; or

(2) Reverse the decision of the police chief or ~~his or her~~ their designee, in whole or in part, in which case, the hearing officer shall, in his or her discretion, determine the amount of the assessment.

~~(f) When the decision of the police chief is affirmed in appeals involving an alarm subscriber and alarm business licensee, the hearing officer may designate the alarm subscriber or the alarm business licensee as solely responsible for the payment of the assessment.~~

~~(g)~~ The decision of the hearing officer is final.

(Ord. No. 2732, § 1, 6-22-10)

SECTION 2. That the provisions of this ordinance shall become effective thirty (30) days after passage of this ordinance by the Glendale City Council.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

o_pd_alarm.doc



Legislation Description

File #: 16-134, Version: 1

RESOLUTION 5123: ADOPT A RESOLUTION SUPPORTING URBAN IRRIGATION AND ESTABLISH IRRIGATION SERVICE RATES PURSUANT TO GLENDALE CITY CODE (PUBLIC HEARING REQUIRED)

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing, waive reading beyond the title and adopt a resolution supporting urban irrigation and implementing an irrigation rate increase effective upon adoption of the resolution.

Background

Urban irrigation has been a periodic item of interest by the community and the Council over the years because the system operates at a deficit. Going back to 1963, revenues have ranged from a low of 13% cost recovery to a high of 62% cost recovery. Over the past 15 years, revenues have covered approximately 28% of costs. A recent period of interest in urban irrigation began in response to inquiries by the Ad Hoc Citizen Task Force on Water and Sewers in 2012 and subsequent inquiry by the Water Services Advisory Commission (WSAC) starting after its creation in 2013.

“Urban irrigation” refers to the direct delivery of non-potable Salt River Project (SRP) irrigation water to locations in urbanized areas. Urban irrigation from open or underground ditch systems used for outside landscaping takes place in several locations in the Salt River Valley. This is a remnant from an earlier era. The vast majority of water customers in the Valley and Glendale now receive potable water only from a municipal delivery system for both inside and outside use.

In addition to concerns regarding cost recovery, Glendale residents have expressed a desire to receive recognition of the value urban irrigation plays in the community. It is considered by many to be a historical, environmental, and aesthetic asset to Glendale.

Analysis

The most-recent period of research and discussion regarding urban irrigation culminated on May 6, 2015, when the WSAC made several recommendations to Council concerning urban irrigation:

1. Move that a recommendation be made to Council that they preserve, protect, and maintain urban irrigation in the future.
2. Recommend to Council that when feasible as per staff suggestion that urban irrigation could be extended to those customers within the service area, subject to department analysis, and lots must be capable of safely taking delivery.

3. Move that a recommendation be made to Council that new service customers are responsible for costs incurred for establishing new service and ensuring that property is up to standards so it can safely receive urban irrigation water.
4. Move that a recommendation be made to Council that urban irrigation be de-indexed to potable water rates and tie them to the direct cost of urban irrigation service.
5. Establish a fifty percent (50%) cost recovery rate roll forward over a 5 year period of 2010-2014, with the ultimate target of a fifty percent (50%) cost recovery rate to be reached at the end of the fifth year.
6. Make a recommendation to Council that the cost recovery program be delayed until supporting documentation is submitted by the city to support and define expenses assigned to urban irrigation.
7. Make a recommendation to Council that prior to implementation of a Capital Improvement fee program, that the city maintain and repair the system up to standards, with certification of the system by an engineering firm, for a period of 10 years.

At a November 17, 2015 workshop, Council reviewed the WSAC recommendations and provided direction to staff. The City Council expressed its support of WSAC recommendations one through six.

With regard to WSAC recommendation five, instead of a roll forward for the five-year period 2010-2014, Council directed staff to use revenue and expense data from FY2013 and FY2014 as the basis for the fifty percent (50%) cost recovery rate for the initial two years' increases. The rate increases for the next three years will be revised in April of 2018 when five years of revenue and expense data is available.

In reference to WSAC recommendation six, Council directed staff to return to the WSAC with a compilation of expense data for the commission to review. The WSAC reviewed the data provided by Water Services regarding costs assigned to urban irrigation on December 2, 2015 and concluded that the commission was satisfied that the documentation sufficiently supports and defines expenses related to this service.

Council also directed staff to include a twelve-month payment option for proposed urban irrigation rates, in addition to the single annual payment and seven-month payment options currently offered.

Council did not express support of requiring an engineering certification of the system as called for in WSAC recommendation seven.

The proposed resolution advances urban irrigation in a number of ways. It demonstrates the City's support of the urban irrigation program, and encourages new customers in the City service area to join the system provided it is reasonable and safe to do so. It confirms that new customers are responsible for costs associated with extending service to their lots, and establishes that urban irrigation is a "cost of service" activity. By establishing a fifty percent (50%) cost recovery goal the proposed resolution provides balance between two City objectives for urban irrigation: preserving a traditional practice that adds to the ambiance of the community and ensuring urban irrigation customers pay a proportional share for the services they receive.

Previous Related Council Action

Glendale has managed an urban irrigation program since 1912 when the City Council adopted Ordinance 27 and took over the obligation of distributing water and maintaining & repairing the existing irrigation distribution system. In 1914, Ordinance 27 was amended twice. The first amendment authorized that annual payments were to be collected in advance and the second amendment adopted a schedule of rates.

In 1960, the City Council adopted Resolution 588 which clarified that the property owner was responsible for the costs associated with the extension of the urban irrigation system to their lot. Resolution 588 specified that the City is responsible only for the maintenance and repair of the system, not extension of the system or new construction. Additionally, Resolution 588 specifies that the City makes the final decision on cost allocation regarding installation and extensions of the system.

In 2010, after a series of large annual rate increases for potable water customers, the Council made a decision to increase irrigation rates at a rate that matched increases for water rates. There has not been an increase in urban irrigation rates since July 1, 2010.

Community Benefit/Public Involvement

Members of the public have been very involved in discussions regarding urban irrigation. In particular, urban irrigation customers have attended several meetings where urban irrigation was a key topic of focus for the WSAC. The commission discussed urban irrigation at seven of the ten meetings it held in FY2015. To date in FY2016, urban irrigation has been discussed at three commission meetings.

At a January 28, 2015 Ocotillo District Meeting, Councilmember Jaime Aldama hosted a discussion of urban irrigation. Members of the public asked questions regarding urban irrigation of WSAC members, City of Glendale Water Services Department staff, representatives from urban irrigation service provider Salt River Irrigation, and representatives from Salt River Project. Water Services hosted a follow-up meeting on February 4, 2015, which allowed residents and customers to ask additional questions and receive detailed answers.

The City Council has held two workshops on urban irrigation. WSAC Chairman Ron Short and Water Services staff provided an update on urban irrigation at an October 7, 2014 City Council workshop in response to a Council Special Item of Interest referred by former Councilmember Norma Alvarez.

On November 17, 2015, the Council conducted a workshop to review the May 6, 2015, recommendations of the WSAC and provide direction to staff.

Budget and Financial Impacts

In FY2015, the urban irrigation program collected \$55,587 in revenue. The incremental increase to the fifty percent (50%) cost recovery rate will increase revenue an estimated additional \$3,900 in in FY2016 and again in FY2017.

The 1.00 lot size urban irrigation customers, when compared to the current rate of \$169.80 per year, will pay an additional \$11.08 in FY2016 and \$22.16 in FY2017.

RESOLUTION NO. 5123 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, SUPPORTING URBAN IRRIGATION AND SETTING NEW IRRIGATION SERVICE RATES PURSUANT TO GLENDALE CITY CODE; AND SETTING FORTH THE EFFECTIVE DATE.

WHEREAS, according to Ordinance 27 (Old Series), adopted on January 8, 1912, the City of Glendale has a duty to make a proper distribution of the irrigating water throughout the town and make all repairs and perform all work upon the main ditches and branches of the distribution system to prevent any obstruction of the free passage of such water. Ordinance 27 also required persons receiving irrigation water to pay for it and set the price of and date for such payment; and

WHEREAS, pursuant to an agreement between the City of Glendale and Salt River Project ("SRP") dated October 1, 1932, SRP agreed to deliver water to the City for irrigation purposes for use exclusively on lots or parcels of land within the City. The City agreed to be responsible for the distribution of all irrigation water provided by SRP beyond the point of delivery; and

WHEREAS, on July 12, 1960, the City Council ("Council") adopted Resolution 588, which resolved that the City may install an irrigation system for any property owner desiring such a system, provided the property owner pays the cost of the ditch, tile and irrigation valves installed to serve his lot or property. Resolution 588 also provided that all costs of the irrigation system will be charged on a per foot basis and that the City of Glendale shall have the final decision as to the allocation of costs; and

WHEREAS, Resolution 588 also provided that required construction of the irrigation system could not be initiated until the City and the property owner executed an agreement giving the City of Glendale the entire irrigation system on each owner's property together with all necessary easements for maintaining and servicing the system. No such agreements have been lodged with the City Clerk or recorded with the Maricopa County Recorder; and

WHEREAS, Ordinance 27 and Glendale City Code, Chapter 2, Article I, Section 2-2 authorizes the Council to set rates for urban irrigation; and

WHEREAS, the Council has periodically increased urban irrigation rates, indexing the rate increase to the same percentage for potable water rates. The last urban irrigation rate increase was authorized by Council in 2010 by Resolution No. 4384 (May 25, 2010); and

WHEREAS, the Council established the Ad-Hoc Citizen Task Force on Water and Sewer on January 24, 2012 under Ordinance No. 2799, and created a Water Service Advisory Commission (WSAC) by Ordinance No. 2850 on June 25, 2013. Both bodies have researched, studied and examined documents regarding urban irrigation in considerable detail; and

WHEREAS, at a May 6, 2015 public meeting, the WSAC accepted and discussed public comment on urban irrigation services and agreed to transmit several recommendations to the Council; and

WHEREAS, at a November 17, 2015 workshop, the Council discussed and considered the WSAC recommendations regarding urban irrigation services and rates and provided direction to City staff; and

WHEREAS, the WSAC and Council has also reviewed the documentation submitted by the Water Services Department and the Council finds that the documentation accurately identifies the system-wide expenses incurred by the City in maintaining, repairing, replacing and operating the urban irrigation throughout the service area for the last three fiscal years (FY12-13, FY13-14, FY14-15); and

WHEREAS, the Council has directed City staff to develop a rate increase by allocating 50% of these system-wide costs to the City and 50% to the urban irrigation water users served, on a per lot basis.

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

SECTION 1. That it is in the best interests of the citizens of the City of Glendale to continue to have the City distribute irrigation water and to maintain, inspect, monitor, repair, replace and operate the urban irrigation distribution.

SECTION 2. That the City Manager is hereby authorized to deliver and distribute urban irrigation water to lots within the City's current 23-mile urban irrigation service area, provided said lots are capable of taking delivery of such water in a safe and sanitary manner.

SECTION 3. That the Water Service Department shall analyze all applications for new or extended urban irrigation service and provide a recommendation to the City Manager whether to approve such application and deliver such water.

SECTION 4. That, consistent with Resolution 588, irrigation water shall only be provided to eligible urban irrigation customers if those customers pay the City's actual costs for installing any new urban irrigation service or extending any existing urban irrigation service on the property or lot. The customer must also pay the cost for irrigation water, as specified in the rate chart attached hereto as Exhibit A.

SECTION 5. That, consistent with Resolution 588, the City may allocate the total costs associated with providing irrigation water to a property owner or lot. The City is hereby amending and clarifying Resolution 588 to define "all costs" to include the actual costs incurred by the City to install or extend the irrigation system on the property or lot. All costs may also include, but are not limited to, the costs to retain a contractor to perform the construction, installation or extension of the irrigation system, the costs of all labor, materials, equipment and supplies, and any SRP water fees and assessments.

SECTION 6. That the City is also hereby amending and clarifying Resolution 588 to allocate the costs associated with maintaining, inspecting, repairing, replacing, operating and monitoring the entire urban irrigation system in the City of Glendale. Such costs shall be allocated as follows: the City shall pay 50% of all such system-wide costs and the urban irrigation water users shall pay the remaining 50% of all such system-wide costs on a per lot basis.

SECTION 7. That pursuant to Glendale City Code Sec. 2-2, the fee for irrigation water delivered to each lot or property owner shall be charged and paid at the Irrigation Service Rates attached hereto as Exhibit A and incorporated herein by reference.

SECTION 8. That the rates established herein shall become effective on July 1, 2016.

SECTION 9. That on or before April 1, 2018, the Irrigation Service Rates established herein may be re-evaluated to ensure that at least fifty percent (50%) of average system-wide costs incurred by the City for providing the urban irrigation service are being recovered from the urban irrigation water users.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

EXHIBIT A

IRRIGATION SERVICE RATES				
		Rates effective:		
		July 2010	July 1, 2016	April 1, 2017
DESCRIPTION	FLAT FEE	FLAT FEE	FLAT FEE	
1.00 Lot – 7-Months	\$24.26	25.84	27.43	
1.25 Lot – 7-Months	27.90	29.72	31.54	
1.50 Lot – 7-Months	31.54	33.60	35.66	
1.75 Lot – 7-Months	35.17	37.47	39.76	
2.00 Lot – 7-Months	38.81	41.34	43.88	
2.25 Lot – 7-Months	42.46	45.23	48.00	
2.50 Lot – 7-Months	46.09	49.10	52.11	
2.75 Lot – 7-Months	49.73	52.98	56.22	
3.00 Lot – 7-Months	53.37	56.85	60.34	
1.00 Lot – 12-Months	N/A	15.07	16.00	
1.25 Lot – 12-Months	N/A	17.34	18.40	
1.50 Lot – 12-Months	N/A	19.60	20.80	
1.75 Lot – 12-Months	N/A	21.86	23.20	
2.00 Lot – 12-Months	N/A	24.12	25.60	
2.25 Lot – 12-Months	N/A	26.38	28.00	
2.50 Lot – 12-Months	N/A	28.64	30.40	
2.75 Lot – 12-Months	N/A	30.90	32.80	
3.00 Lot – 12-Months	N/A	33.16	35.20	
1.00 Lot - Yearly	169.80	180.88	191.96	
1.25 Lot - Yearly	195.28	208.02	220.77	
1.50 Lot - Yearly	220.75	235.16	249.56	
1.75 Lot - Yearly	246.23	262.30	278.37	
2.00 Lot - Yearly	271.70	289.43	307.16	
2.25 Lot - Yearly	297.16	316.55	335.95	
2.50 Lot - Yearly	322.64	343.70	364.75	
2.75 Lot - Yearly	348.11	370.83	393.55	
3.00 Lot - Yearly	373.59	397.97	422.35	
Lot code / square feet range				
1.00 / Less than 12,000				
1.25 / 12,001 – 15,000				
1.50 / 15,001 – 18,000				
1.75 / 18,001 – 21,000				
2.00 / 21,001 – 24,000				
2.25 / 24,001 – 27,000				
2.50 / 27,001 – 30,000				
2.75 / 30,001 – 33,000				
3.00 / 33,001 and larger				
Irrigation Customers have the choice of being billed once for the entire season, being billed monthly for twelve months, or being billed monthly for seven months.				
Customers have the option of being billed on their existing water account or separately under a unique account number.				



Legislation Description

File #: 16-292, Version: 1

**RESOLUTION 5124: PUBLIC HEARING AND ADOPTION OF FISCAL YEAR 2016-2017 FINAL BUDGET
(RESOLUTION) (PUBLIC HEARING REQUIRED)**

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

Purpose and Policy Recommendation

This is a request for City Council to waive reading beyond the title, review the proposed Fiscal Year 2016-2017 (FY16-17) final budget, conduct a public hearing on the final budget, and convene a special meeting to adopt a resolution formally approving the final operating, capital, debt service, and contingency appropriation budget.

Background

Arizona state law requires the governing board of cities, towns, and counties to conduct a public hearing and then convene a special meeting to adopt a resolution approving the final annual budget. The regular voting meeting does not need to be adjourned to convene and conduct the special meeting required for the budget adoption.

Council approval of the tentative budget at the May 24, 2016 meeting set the maximum level of expenditure for FY16-17. Adjustments and reallocation of appropriation authority may be made after adoption of the tentative budget, although the total amount of appropriation cannot be increased.

The FY16-17 budget process included a five-year financial forecast of the operating funds, a review of the proposed ten-year Capital Improvement Plan, and a review of the detailed budget requests for each of the department which included both operating funds and the capital outlay. To inform and deliberate on current budget issues, seven different Budget Workshops were held and focused on specific budget and financial strategies for FY16-17 and future fiscal years.

Analysis

The FY16-17 Final Budget totals \$693 million. This is a 9.7% increase over the prior year (FY15-16) Budget. The budget increase is mainly attributable to growth in the Capital Improvement Plan.

Staff recommends two changes from the Tentative Budget as adopted to the Final Budget Council considered in this action. Both changes involve the Debt Service budgets which were updated based on information regarding the recent bond financing transaction.

- 1) Debt Service amounts for the city's General Obligation Bonds that were issued in late April have been included in the FY16-17 Final Budget. The FY16-17 appropriation needed to pay the bonds is \$993,000. To keep the overall appropriation the same, staff recommends budget

appropriation be taken from the City's Misc. Grant Contingency account and moved to the G.O. Debt Service account. The total G. O. Debt Service appropriation will increase from \$73,825,594 to \$74,818,594 and the Miscellaneous Grant contingency appropriation is decreased from \$33,819,094 to \$32,826,094.

- 2) In the Final Budget, the recently refinanced M.P.C. debt was reclassified to Excise Debt Service and will now be budgeted in the Excise Tax Debt Service Fund. This is a technical correction and it does not require any change to the appropriation.

After these two adjustments, the total budget appropriation of \$693 million remains unchanged.

Development of the budget centered on the following key priorities identified by the Council during the past year:

- Sustainable
 - Achieve \$50 million unrestricted fund balance by FY19-20
 - New positions are funded with established revenues
- Outcome Based
 - Improve Public Safety high priority call response times
 - Address high employee turnover
 - Improve speed to market in planning department
 - Increase productivity through innovation and technology
 - Invest in capital improvements and infrastructure
- Efficiency
 - Reorganization of departments

Highlights of the proposed budget include:

- No Primary Property Tax increase on existing property
- Funding vehicle replacements
- Implementing compensation and classification study recommendations (Segal)
- Adding two low acuity units to the Fire Department (Citygate)
- Enhancing the pavement management program
- Hosting the NCAA Final Four
- Adding Community Service Officers in the Police Department (Citygate)
- Adding staffing in the Planning Department
- Holding City-wide elections
- Improving Diversity and Employee Recognition programs
- Increasing operating costs for Bank of America building for new tenants
- Supplying the staffing needed to better leverage technology
- Adding 29 full-time equivalent positions (FTE's) to address key priorities.

The attached report contains additional information regarding the budget including all of the schedules required to be adopted in accordance with state statutes.

Previous Related Council Action

City Council adopted a resolution formally approving the tentative operating, capital, debt service, and contingency appropriation budget at the May 24, 2016 voting meeting. At that time, Council also gave notice of the date for the June 14, 2016 Public Hearing on:

- the FY16-17 Final Budget,
- the FY16-17 Property Tax Levy, and
- the June 28, 2016 adoption of the FY16-17 Property Tax Levy.

On May 3, 2016, a Budget Workshop was held to discuss follow up items and receive policy guidance on outstanding budget issues.

On April 19 and 21, 2016, Budget Workshops were held to present and review the city's FY16-17 Operating Budget requests. A financial plan for the General Fund and proposed changes to the Capital Improvement Program were also presented.

On March 15, 2016, a Budget Workshop was held to present and review the city's 10-year Capital Improvement Plan. Council guidance was sought on various policy items relative to the FY16-17 budget development.

On February 16, 2016, a Budget Workshop was held reviewing various items including the budget calendar, legal requirements, major budget components, what constitutes a balanced budget, property tax revenue, and future discussion items.

On December 15, 2015, the General Fund and Major Operating Funds Five-Year Financial Forecast was presented at Council Workshop and initiated the FY16-17 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 where 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.

RESOLUTION NO. 5124 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE FINAL BUDGET OF THE AMOUNTS REQUIRED FOR THE PUBLIC EXPENSE FOR THE CITY OF GLENDALE FOR THE FISCAL YEAR 2016-2017, SETTING FORTH THE REVENUE AND THE AMOUNT TO BE RAISED BY DIRECT PROPERTY TAXATION FOR THE VARIOUS PURPOSES, AND ADOPTING THE CITY COUNCIL'S FINANCIAL POLICIES.

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 final budget for the fiscal year beginning July 1, 2016 and ending June 30, 2017; and

WHEREAS, the tentative budget has been advertised in the City's newspaper of record; and

WHEREAS, the tentative budget was approved by the Glendale City Council on May 24, 2016, by Resolution No. 5111, New Series; and

WHEREAS, it appears that the sums to be raised by taxation, as specified in the tentative budget, do not in the aggregate exceed that amount for primary property taxes as computed in A.R.S. § 42-17051(A); and

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

SECTION 1. That the schedules contained in Exhibit A are adopted for the purpose as set forth in the final budget for the City of Glendale for the fiscal year 2016-2017.

SECTION 2. That the Council will set the property tax levy on June 28, 2016.

SECTION 3. That upon the recommendation by the City Manager and with the approval of the City Council, expenditures may be made from the appropriation for contingencies.

SECTION 4. That money from any fund may be used for any and all of these appropriations, except monies specifically restricted by federal and state law, or the Glendale City Charter and ordinances.

SECTION 5. That all sums contained in the final budget's estimated expenditures are considered as specific appropriation and authority for the expenditures, as provided in the final budget, the laws of the United States Government, the State of Arizona, and the charter and ordinances of the City of Glendale.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

r_finance_final budget.doc

Exhibit A

Final Budget

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 FY16-17 Annual Budget book and cover four major areas;

1. Fiscal Planning and Budgeting
2. Cash and Budget Appropriation Transfers
3. Expenditure Control
4. Capital Asset and Debt Management
5. Fund Reserves and Structure

Section 2 - Schedule One

This section includes Schedule One, a summary of the FY16-17 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 \$693 million for FY16-17 with an operating budget of \$391 million, a capital improvement budget of \$194.4 million, a debt service budget of \$74.8 million, and a contingency appropriation of \$32.8 million. Schedule One also shows a total revenue budget of \$537.7 million and a total transfers budget of \$120.2 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 4 – FY 2017-2026 Capital Improvement Plan

This section includes the City's Ten-Year Capital Improvement Plan. The reports included are identified by the following bullet points:

- Summary of All Capital Projects by Funding Type
- Fund Summary and Project Detail

Section 1

Financial Policies

FINANCIAL POLICIES

A key component of the Fiscal Year 2016-17 (FY16-17) budget is the adoption of the Council's financial policies. This budget document includes the Council's amended financial policies to be considered for approval as part of the in the FY16-17 budget adoption process.

Council's financial policies serve as the foundation for establishing a strong, sustainable financial plan. The policies provide broad policy guidance related to *Fiscal Planning and Budgeting*, *Cash and Budget Appropriation Transfers*, *Expenditure Control*, *Capital Asset and Debt Management*, and *Fund Reserves and Structure*.

These five key financial policy areas are discussed on the following pages. For the purpose of these policies, a department is defined as a separate departmental unit presented in the City's most recent organizational chart. A fund is defined as a balanced set of accounts which appears as a column for reporting purposes in either the "Basic Financial Statements" or the "Combining Financial Statements" section of the City's Comprehensive Annual Financial Report (CAFR).

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 by 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 Budget and Finance 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 Budget and Finance 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 the City Manager or their designee's, 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.
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 Budget and Finance 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.

Cash and Budget Appropriation Transfers

1. Purpose & Restrictions

The following policy is established to implement an effective and efficient process by which the adopted City budget may be amended.

Throughout the course of the fiscal year, amendments to the budget are necessary to address new issues, increased prices, changes in scope of existing projects, and unforeseen issues affecting City operations. This policy applies to all cash and budget appropriation transfers initiated by the Mayor and City Council, the City Manager's Office, and/or departments. The City's Budget and Finance Department will process budget amendments in the financial management system, following appropriate authorization by the Mayor and City Council, the City Manager, and a Department Director.

For non-departmental operations, it may be necessary to transfer certain unanticipated amounts during the course of a fiscal year for unforeseen expenditures. These contingency appropriation transfers are not specific to any particular department and are established each fiscal year to cover unforeseen operation expenses, revenue shortages, or capital project acceleration as approved by Council. These funds can only be directed by Council during the fiscal year. Similar to contingency, the Council approves appropriations for Miscellaneous Grants which are not specific to any particular department and are established to cover unanticipated grants received during the fiscal year. The policy covering these types of transfers is covered in the Contingency & Miscellaneous Grant Appropriation Transfers section below.

Article VI, Section 11 of the City Charter establishes the legal restriction for budget appropriation transfers and reads as follows:

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.

2. Policy

Based on the purpose and restrictions surrounding cash and budget transfers, the following policy sets forth the restrictions surrounding cash and budgetary appropriation transfers.

- a. Cash Transfers - Cash transfers between funds can only be authorized by Council in the last three months of the fiscal year.
- b. Cash & Appropriation Transfers Between Funds - Cash and associated budget appropriation transfers between funds can only be authorized by Council in the last three months of the fiscal year.

c. Appropriation Transfers

i. Between Funds- Budget appropriation transfers between funds can only be authorized by Council approval in the last three months of the fiscal year.

ii. Between Departments- Budget appropriation transfers between departments can only be authorized by Council approval in the last three months of the fiscal year.

iii. Within the Same Fund, Within the Same Department- Budget appropriation transfers within the same fund and within the same department can be authorized by City Manager approval throughout the fiscal year.

iv. Between Capital/Improvement Projects

(1) Between Departments - Capital improvement project budget appropriation transfers for projects managed between departments can be only authorized by Council approval in the last three months of the fiscal year.

(2) Within Departments - Capital improvement project budget appropriation transfers within the same department, and the same fund, can be authorized by City Manager approval throughout the fiscal year.

d. Restricted Fund Transfers - Cash and/or appropriation transfers into, and out of, restricted funds can only be authorized by Council approval. Only transfers within the intent of the restricted funds will be approved by Council. For restricted fund transfers, the Council shall be provided with

- i. justification that such transfers are consistent with restricted fund purposes,
- ii. assurance that the transfer has been legally reviewed by the City Attorney, and
- iii. assurance that the transfer meets the restrictions set out in this transfer policy.

e. Contingency & Miscellaneous Grant Appropriation Transfers- These types of transfers are not specific to any particular department:

- i. Contingency- Contingency budget appropriation transfers can be authorized by Council throughout the fiscal year.
- ii. Miscellaneous Grants- Miscellaneous Grant appropriation transfers can be authorized by the City Manager throughout the fiscal year.

f. Approval of Expenditures in Excess of Budget Appropriations - There may be emergency situations where a transfer is required before it is possible to obtain formal Council approval. In such cases, the Budget and Finance Department will advise the City Manager of the emergency condition and request approval. Upon approval, the Budget and Finance Department will seek Council ratification at the first possible Council meeting.

g. Authorization Levels: A tabular summary of the transfer type and authorization level is presented below:

	Authorization Level
Cash Transfers (Between Funds)	Council
Cash & Appropriation Transfers (Between Funds)	Council
Appropriation Transfers	
Between Funds	Council
Between Funds – Same Departments	Council
Same Fund – Different Departments	Council
Same Fund – Same Department	City Manager
Contingency Appropriation	Council
Miscellaneous Grants	City Manager
Appropriation Transfers – Between Capital Improvement Projects	
Between Departments	Council
Same Fund – Same Department	City Manager

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 FY16-17, debt service is 13% of the 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 Budget and Finance 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 fund balance in the General Fund, which is defined as the total of the unassigned amount plus the assigned amount less the amount assigned for the equipment replacement, shall total 25% of the total annual ongoing revenues.
 - a. Inclusive in the 25% General Fund unassigned fund balance, a 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.
 - b. Inclusive in the 25% General Fund unassigned fund balance, an Operating Reserve (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.
2. For the Water and Sewer Enterprise Fund, working capital will be maintained at a minimum of 50% of operating revenues.
3. For the Solid Waste Enterprise Fund, working capital will be maintained at 10% of operating revenues.
4. For the Landfill Enterprise Fund, working capital will be maintained at 15% of operating revenues.
5. For the other major governmental operating funds, the total minimum unassigned fund balance shall be as follows.
 - a. PSST 5% of operating revenue
 - b. HURF 15% of operating revenue
 - c. Others: 10% of operating revenue
6. 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.
7. The City Manager may establish additional assigned fund balance reserves for certain anticipated obligations or other purposes.

8. 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.

9. 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.

10. 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

City of Glendale
Schedule 1 - 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	40,471,177	210,277,130	25,186,732	(32,770,731)	(196,653,699)	-	-	(5,000,000)	(201,653,699)	41,510,609
1120 Vehicle Replacement	3,378,408	270,000	1,500,000	-	(4,732,500)	-	-	-	(4,732,500)	415,908
Sub-Total General Fund	43,849,585	210,547,130	26,686,732	(32,770,731)	(201,386,199)	-	-	(5,000,000)	(206,386,199)	41,926,517
Special Revenue Funds										
1200 Utility Bill Donation	64,226	155,400			(200,000)	-	-	-	(200,000)	19,626
1220 Arts Commission Fund	1,100,700	282,173			(235,399)	(683,849)	-	-	(919,248)	463,625
1240 Court Security/Bonds	327,245	414,890			(616,775)	-	-	-	(616,775)	125,360
1300 Home Grant	-	1,674,704			(1,674,704)	-	-	-	(1,674,704)	-
1310 Neighborhood Stabilization Pgm	-	229,443			(229,443)	-	-	-	(229,443)	-
1311 N'hood Stabilization Pgm III	-	227,300			(227,300)	-	-	-	(227,300)	-
1320 C.D.B.G.	-	3,683,422			(3,683,422)	-	-	-	(3,683,422)	-
1340 Highway User Gas Tax	20,562,374	14,310,810		(21,038,574)	(10,302,762)	-	-	(720,000)	(11,022,762)	2,811,848
1650 Transportation Grants	-	16,143,008			(1,000,000)	(15,143,008)	-	-	(16,143,008)	-
1660 Transportation Sales Tax	35,398,872	25,317,441	900,000	(20,901,015)	(13,247,233)	-	-	(2,100,000)	(15,347,233)	25,368,065
1700 Police Special Revenue	6,618,681	16,086,459	-	(16,986,459)	-	-	-	-	-	5,718,681
1720 Fire Special Revenue	843,043	8,100,273	-	(8,200,273)	-	-	-	-	-	743,043
1760 Airport Special Revenue	-	545,779	135,105		(680,884)	-	-	-	(680,884)	-
1820 CAP Grant	-	1,260,499	64,299		(1,324,798)	-	-	-	(1,324,798)	-
1830 Emergency Shelter Grants	-	208,992			(208,992)	-	-	-	(208,992)	-
1840 Grants	-	15,490,400			(5,807,981)	-	-	(8,689,419)	(14,497,400)	993,000
1860 RICO Funds	1,486,744	1,015,000			(2,501,744)	-	-	-	(2,501,744)	-
1880 Parks & Recreation Self Sust	-	-			-	-	-	-	-	-
1885 Parks & Recreation Designated	204,329	9,300			(62,895)	-	-	-	(62,895)	150,734
2120 Airport Capital Grants	-	5,755,161			-	(5,755,161)	-	-	(5,755,161)	-
2530 Training Facility Revenue Fund	248,633	1,644,474			(1,762,807)	-	-	-	(1,762,807)	130,300
Sub-Total Special Revenue Fund	66,854,847	112,554,928	1,099,404	(67,126,321)	(43,767,139)	(21,582,018)	-	(11,509,419)	(76,858,576)	36,524,282
Debt Service Funds										
1900 G.O. Bond Debt Service	3,984,418	20,157,858	209,713	-	-	-	(21,311,988)	-	(21,311,988)	3,040,001
1940 M.P.C. Debt Service	2,653,541	-	19,251,103	-	-	-	(19,281,102)	-	(19,281,102)	2,623,542
1950 Excise Tax Deb Service	32,649	-	6,915,520	-	-	-	(6,925,521)	-	(6,925,521)	22,648
1970 Transportation Debt Service	199,315	-	7,144,000	-	-	-	(7,149,000)	-	(7,149,000)	194,315
Sub-Total Debt Service Funds	6,869,923	20,157,858	33,520,336	-	-	-	(54,667,611)	-	(54,667,611)	5,880,506
Permanent Funds										
2280 Cemetery Perpetual Care	5,683,583	26,000	-	-	-	-	-	(5,709,583)	(5,709,583)	-
Sub-Total Permanent Funds	5,683,583	26,000	-	-	-	-	-	(5,709,583)	(5,709,583)	-

City of Glendale
Schedule 1 - 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	1,762,674	11,040				-		(1,773,714)	(1,773,714)	-
1421+ DIF-Fire Protection Facilities	869	224,066				-		(224,935)	(224,935)	-
1441+ DIF-Police Facilities	1,149,232	89,440				(1,148,565)		(90,107)	(1,238,672)	-
1461+ DIF-Citywide Parks	105,739	2,000				-		(107,739)	(107,739)	-
1481+ DIF-Citywide Recreation Fac	1,273,813	7,900		(209,713)		(1,072,000)			(1,072,000)	-
1501+ DIF-Libraries	2,368,583	16,200				(638,614)		(1,746,169)	(2,384,783)	-
1520 DIF-Citywide Open Spaces	505,424	3,000				(318,460)		(189,964)	(508,424)	-
1541+ DIF-Parks Dev Zone 1	124,676	205,010				-		(329,686)	(329,686)	-
1561+ DIF-Parks Dev Zone 2	166,259	1,070				-		(167,329)	(167,329)	-
1581+ DIF-Parks Dev Zone 3	44,124	520				-		(44,644)	(44,644)	-
1601+ DIF-Roadway Improvements	634,455	1,207,900				(725,030)		(1,117,325)	(1,842,355)	-
1620 DIF-General Government	162,234	1,000				-		(163,234)	(163,234)	-
1980 Streets Constr. - 1999 Auth	7,212,940	-				(7,212,940)		-	(7,212,940)	-
2000 HURF Street Bonds	-	-	21,038,574			(21,038,574)			(21,038,574)	-
2040 Public Safety Construction	1,560,191					(1,202,685)		(357,506)	(1,560,191)	-
2060 Parks Construction	142,487					(50,000)		(92,487)	(142,487)	-
2070 General Gov Capital Projects	7,275,448		2,605,053			(9,880,501)			(9,880,501)	-
2080 Gov't Facilities - 1999 Auth	-								-	-
2100 Economic Dev. Constr-1999 Auth	-	10,545,000				(10,545,000)			(10,545,000)	-
2130 Cultural Facility Bond Fund	100,000					(100,000)			(100,000)	-
2140 Open Space/Trails Constr-99 Au	226,795							(226,795)	(226,795)	-
2180 Flood Control Construction	2,288,572					(2,213,114)		(75,458)	(2,288,572)	-
2210 Transportation Capital Project	-		13,757,015			(13,757,015)			(13,757,015)	-
Sub-Total Capital Fund	27,104,515	12,314,146	37,400,642	(209,713)	-	(69,902,498)	-	(6,707,092)	(76,609,590)	-
Enterprise Funds										
2360+ Water and Sewer	99,035,991	91,019,500	20,355,388	(20,126,000)	(51,897,813)	(91,892,694)	(20,150,983)	(2,000,000)	(165,941,490)	24,343,389
2440 Landfill	9,145,667	10,288,219	658,308	-	(10,056,926)	(8,028,308)		(500,000)	(18,585,234)	1,506,960
2480 Sanitation	3,938,422	14,623,650	125,392	-	(14,135,631)	(2,982,261)		-	(17,117,892)	1,569,572
2500 Pub Housing Budget Activities	200,000	15,959,127	386,563	-	(16,047,175)	-		-	(16,047,175)	498,515
Sub-Total Enterprise Funds	112,320,081	131,890,496	21,525,651	(20,126,000)	(92,137,545)	(102,903,263)	(20,150,983)	(2,500,000)	(217,691,791)	27,918,437
Internal Service Funds										
2540 Risk Management Self Insurance	3,106,834	3,208,001	-	-	(2,951,560)	-	-	(1,400,000)	(4,351,560)	1,963,275
2560 Workers Comp. Self Insurance	7,503,184	2,356,014	-	-	(2,204,924)	-	-	-	(2,204,924)	7,654,274
2580 Benefits Trust Fund	-	26,825,620	-	-	(26,825,620)	-	-	-	(26,825,620)	-
2590 Fleet Services	997,716	9,177,762	-	-	(9,163,611)	-	-	-	(9,163,611)	1,011,867
2591 Technology	1,163,287	7,219,923	-	-	(8,383,210)	-	-	-	(8,383,210)	-
2592 Technology Projects	2,720,500	1,427,225	-	-	(4,147,725)	-	-	-	(4,147,725)	-
Sub-Total Internal Service Funds	15,491,522	50,214,545	-	-	(53,676,650)	-	-	(1,400,000)	(55,076,650)	10,629,417
TOTAL	278,174,056	537,705,103	120,232,765	(120,232,765)	(390,967,533)	(194,387,779)	(74,818,594)	(32,826,094)	(693,000,000)	122,879,158

Section 3

Auditor General Schedules (A thru G)

City of Glendale
 Summary Schedule of Estimated Revenues and Expenditures/Expenses
 Fiscal Year 2017

Fiscal Year	S c h	FUNDS								
		General Fund	Special Revenue Fund	Debt Service Fund	Capital Projects Fund	Permanent Fund	Enterprise Funds Available	Internal Service Funds	Total All Funds	
2016	Adopted/Adjusted Budgeted Expenditures/Expenses*	E	204,114,096	80,238,274	57,774,010	70,603,613	5,669,617	162,720,607	50,879,783	632,000,000
2016	Actual Expenditures/Expenses**	E	187,875,136	39,994,251	57,774,010	16,261,440	0	97,129,816	46,229,733	445,264,386
2017	Fund Balance/Net Position at July 1***		43,849,585	66,854,847	6,869,923	27,104,515	5,683,583	112,320,081	15,491,522	278,174,056
2017	Primary Property Tax Levy	B	5,621,452							5,621,452
2017	Secondary Property Tax Levy	B			19,587,858					19,587,858
2017	Estimated Revenues Other than Property Taxes	C	204,925,678	112,554,928	570,000	12,314,146	26,000	131,890,496	50,214,545	512,495,793
2017	Other Financing Sources	D	0	0	0	0	0	0	0	0
2017	Other Financing (Uses)	D	0	0	0	0	0	0	0	0
2017	Interfund Transfers In	D	26,686,732	1,099,404	33,520,336	37,400,642	0	21,525,651	0	120,232,765
2017	Interfund Transfers (Out)	D	32,770,731	67,126,321	0	209,713	0	20,126,000	0	120,232,765
2017	Reduction for Amounts Not Available:									
	LESS: Amounts for Future Debt Retirement:									0
										0
										0
										0
2017	Total Financial Resources Available		248,312,716	113,382,858	60,548,117	76,609,590	5,709,583	245,610,228	65,706,067	815,879,159
2017	Budgeted Expenditures/Expenses	E	206,386,199	76,858,576	54,667,611	76,609,590	5,709,583	217,691,791	55,076,650	693,000,000

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 expenditure limitation

	2016	2017
1. Budgeted expenditures/expenses	\$ 632,000,000	\$ 693,000,000
2. Add/subtract: estimated net reconciling items		
3. Budgeted expenditures/expenses adjusted for reconciling items	632,000,000	693,000,000
4. Less: estimated exclusions	203,261,649	220,089,427
5. Amount subject to the expenditure limitation	\$ 428,738,351	\$ 472,910,573
6. EEC expenditure limitation	\$ 542,088,977	\$ 554,464,628

* Includes Expenditure/Expense Adjustments Approved in the 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 on this line 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 2017**

	2016	2017
1. Maximum allowable primary property tax levy. A.R.S. §42-17051(A)	\$ 5,529,882	\$ 5,732,896
2. Amount received from primary property taxation in the current year in excess of the sum of that year's maximum allowable primary property tax levy. A.R.S. §42-17102(A)(18)	\$	
3. Property tax levy amounts		
A. Primary property taxes	\$ 5,529,882	\$ 5,621,452
B. Secondary property taxes	19,268,783	19,587,858
C. Total property tax levy amounts	\$ 24,798,665	\$ 25,209,310
4. Property taxes collected*		
A. Primary property taxes		
(1) Current year's levy	\$ 5,474,583	
(2) Prior years' levies	55,299	
(3) Total primary property taxes	\$ 5,529,882	
B. Secondary property taxes		
(1) Current year's levy	\$ 19,076,095	
(2) Prior years' levies	192,688	
(3) Total secondary property taxes	\$ 19,268,783	
C. Total property taxes collected	\$ 24,798,665	
5. Property tax rates		
A. City/Town tax rate		
(1) Primary property tax rate	0.4898	0.4792
(2) Secondary property tax rate	1.7067	1.6698
(3) Total city/town tax rate	2.1965	2.1490
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 estimated property tax collections for the remainder of the fiscal year.

CITY OF GLENDALE
Revenues Other Than Property Taxes
Fiscal Year 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
GENERAL FUNDS			
Local taxes			
City Sales Tax	\$ 98,695,608	\$ 98,695,608	\$ 103,449,149
Arena Fees	749,618	749,618	1,249,618
Licenses and permits			
Gas/Electric Franchise Fees	2,828,000	\$ 2,828,000	\$ 2,856,280
Cable Franchise Fees	1,572,061	1,572,061	1,572,061
Building Permits	1,124,802	1,124,802	1,343,924
Fire Department Other Fees	995,600	995,600	1,012,525
Sales Tax Licenses	665,564	665,564	676,878
Right-of-Way Permits	331,000	331,000	336,627
Fire Dept CD Fees	355,220	355,220	361,258
Liquor Licenses	182,700	182,700	185,806
Planning/Zoning	235,300	235,300	239,300
Bus./Prof. Licenses	110,770	110,770	112,653
Miscellaneous CD Fees	142,881	142,881	145,310
Business Licenses	80,560	80,560	81,930
Arena Fees	182,828	182,828	182,828
Engineering Plan Check Revenue	9,000	9,000	9,153
Plan Check Fees	4,068	4,068	4,137
Intergovernmental			
State Income Tax	\$ 27,297,178	\$ 27,297,178	\$ 29,376,937
State Shared Sales Tax	21,659,358	21,659,358	22,601,416
Motor Vehicle In-Lieu	8,960,744	8,960,744	9,329,684
Partner Revenue	-	-	-
Arena Fees	350,000	350,000	350,000
Miscellaneous	103,020	103,020	104,050
Charges for services			
Staff & Adm Chargebacks	\$ 9,700,000	\$ 9,700,000	\$ 9,700,000
Arena Fees	5,773,830	920,000	920,000
Facility Rental Income	1,858,164	1,848,544	1,986,963
Recreation Revenue	1,400,408	1,400,408	2,213,516
Partner Revenue	-	-	-
Audio/Video Rental	-	25,250	25,503
Security Revenue	740,535	740,535	747,940
Plan Check Fees	711,900	711,900	724,002
Miscellaneous	485,985	485,985	490,845
Fire Department Other Fees	484,805	484,805	493,047
Right-of-Way Permits	250,000	250,000	254,250
City Property Rental	329,527	329,527	332,822
Engineering Plan Check Revenue	130,191	130,191	132,404
Health Care Revenue	61,863	61,863	62,480
Court Revenue	56,000	56,000	56,952
Camelback Ranch Rev- Fire	53,530	53,530	54,065
Traffic Engineering Plan Check	30,660	30,660	31,181
Equipment Rental	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 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
Fines and forfeits			
Court Revenue	\$ 2,707,580	\$ 2,707,580	\$ 2,753,610
Miscellaneous	252,750	252,750	255,278
Library Fines/Fees	131,844	131,844	134,085
Interest on investments			
Interest	\$ 402,080	\$ 402,080	\$ 420,041
In-lieu property taxes			
	\$ -	\$ -	\$ -
Contributions			
SRP In-Lieu	\$ 278,315	\$ 278,315	\$ 278,315
Miscellaneous			
Miscellaneous	\$ 2,827,481	\$ 2,907,481	\$ 4,436,822
Fire Department Other Fees	987,785	987,785	1,004,577
City Property Rental	350,180	350,180	1,003,354
Lease Proceeds	404,000	404,000	508,040
Cemetery Revenue	185,000	185,000	188,145
Library Fines/Fees	133,646	133,646	135,917
Other	80,000	-	-
Total General Fund	\$ 197,469,189	\$ 192,605,739	\$ 204,925,678
SPECIAL REVENUE FUNDS			
Public Facilities and Events Funds			
Recreation Revenue	\$ 1,002,667	\$ 1,002,667	\$ 9,000
Facility Rental Income	100,500	100,500	-
Interest	300	300	300
	\$ 1,103,467	\$ 1,103,467	\$ 9,300
Community Services Grants			
Grants	\$ 7,853,601	\$ 7,853,601	\$ 7,074,355
Miscellaneous	995,030	995,030	210,005
	\$ 8,848,631	\$ 8,848,631	\$ 7,284,360
Other Grants			
Grants	\$ 16,267,162	\$ 3,939,546	\$ 14,821,313
Miscellaneous	509,427	509,427	669,087
	\$ 16,776,589	\$ 4,448,973	\$ 15,490,400
Public Safety Funds			
City Sales Tax	\$ 13,305,446	\$ 13,305,446	\$ 14,249,636
City Sales Tax - PS .4	9,316,841	9,316,841	9,937,096
State Forfeitures	1,000,000	1,000,000	1,000,000
Federal Forfeitures	15,000	15,000	15,000
	\$ 23,637,287	\$ 23,637,287	\$ 25,201,732

* 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 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
Transportation/HURF Funds			
City Sales Tax	\$ 24,206,223	\$ 24,206,223	\$ 25,053,441
Grants	15,532,681	1,294,971	6,116,338
Highway User Revenues	14,147,499	14,147,499	14,288,974
Miscellaneous	8,526,097	399,876	15,867,586
LTAF - Lottery	-	-	-
Airport Fees	481,860	490,650	481,860
Transit Revenue	124,000	124,000	124,000
Interest	140,000	140,000	140,000
	\$ 63,158,360	\$ 40,803,219	\$ 62,072,199
Charges for services			
Partner Revenue	\$ 1,285,654	\$ 1,624,992	\$ 1,644,474
	\$ 1,285,654	\$ 1,624,992	\$ 1,644,474
Intergovernmental			
Partner Revenue	\$ 339,338	\$ -	\$ -
Miscellaneous	30,250	-	-
	\$ 369,588	\$ -	\$ -
Fines and forfeits			
Court Revenue	\$ 698,497	\$ 439,404	\$ 413,700
Interest	-	1,656	1,190
	\$ 698,497	\$ 441,060	\$ 414,890
Interest on investments			
Interest	\$ 4,387	\$ -	\$ -
	\$ 4,387	\$ -	\$ -
Miscellaneous			
Miscellaneous	\$ 432,973	\$ 436,512	\$ 437,573
	\$ 432,973	\$ 436,512	\$ 437,573
Total Special Revenue Funds	\$ 116,315,433	\$ 81,344,141	\$ 112,554,928

* 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 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
DEBT SERVICE FUNDS			
Miscellaneous	\$ 573,097	\$ 573,097	\$ 570,000
SRP In-Lieu	-	-	-
	<u>\$ 573,097</u>	<u>\$ 573,097</u>	<u>\$ 570,000</u>
Total Debt Service Funds	<u>\$ 573,097</u>	<u>\$ 573,097</u>	<u>\$ 570,000</u>
CAPITAL PROJECTS FUNDS			
Development Impact Fee Funds			
Development Impact Fees	\$ 39,177	\$ 1,760,591	\$ 1,681,000
Interest	50,196	84,397	88,146
	<u>\$ 89,373</u>	<u>\$ 1,844,988</u>	<u>\$ 1,769,146</u>
G.O. Bond Funds			
Interest	\$ 400	\$ -	\$ -
Miscellaneous	1,500	-	-
Bond Proceeds	-	-	10,545,000
	<u>\$ 1,900</u>	<u>\$ -</u>	<u>\$ 10,545,000</u>
Other Capital Funds			
Interest	\$ 1,500	\$ 600	\$ -
	<u>\$ 1,500</u>	<u>\$ 600</u>	<u>\$ -</u>
Total Capital Projects Funds	<u>\$ 92,773</u>	<u>\$ 1,845,588</u>	<u>\$ 12,314,146</u>
PERMANENT FUNDS			
Cemetery Perpetual Care			
Interest	\$ 22,000	\$ 26,000	\$ 26,000
	<u>\$ 22,000</u>	<u>\$ 26,000</u>	<u>\$ 26,000</u>
Total Permanent Funds	<u>\$ 22,000</u>	<u>\$ 26,000</u>	<u>\$ 26,000</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 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
ENTERPRISE FUNDS			
Water/Sewer Funds			
Water Revenues	\$ 46,187,528	\$ 45,658,528	\$ 45,484,000
Sewer Revenue	32,733,679	32,033,679	31,830,000
Miscellaneous	1,310,080	1,841,807	11,479,000
Water Development Impact Fees	360,000	360,000	1,120,000
Sewer Development Impact Fees	235,000	460,000	700,000
Interest	220,200	223,700	253,500
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
	\$ 81,199,487	\$ 80,730,714	\$ 91,019,500
Landfill			
Tipping Fees	\$ 4,844,590	\$ 5,312,943	\$ 5,371,644
Recycling Sales	2,688,000	1,550,000	1,565,500
Internal Charges	2,570,000	2,722,000	2,550,000
Staff & Adm Chargebacks	431,000	431,000	431,000
Miscellaneous	113,700	215,000	215,000
Other	104,000	114,057	109,625
Interest	45,000	45,000	45,450
	\$ 10,796,290	\$ 10,390,000	\$ 10,288,219
Sanitation			
Residential Sanitation	\$ 10,630,000	\$ 10,630,000	\$ 10,683,150
Commercial Sanitation Frontload	3,400,000	3,400,000	2,817,000
Commercial Sanitation Rolloff	600,000	600,000	800,000
Miscellaneous	101,000	101,000	101,000
Internal Charges	115,000	115,000	115,000
Miscellaneous Bin Service	100,000	100,000	100,500
Interest	7,000	7,000	7,000
	\$ 14,953,000	\$ 14,953,000	\$ 14,623,650
Pub Housing Budget Activities			
Grants	\$ 15,494,940	\$ 15,494,940	\$ 15,959,127
	\$ 15,494,940	\$ 15,494,940	\$ 15,959,127
Total Enterprise Funds	\$ 122,443,717	\$ 121,568,654	\$ 131,890,496

* 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 2017

SOURCE OF REVENUES	ESTIMATED REVENUES 2016	ACTUAL REVENUES* 2016	ESTIMATED REVENUES 2017
INTERNAL SERVICE FUNDS			
Risk Management Self Insurance			
Internal Charges	\$ 3,000,000	\$ 3,000,000	\$ 3,058,001
Security Revenue	24,750	30,000	30,000
Interest	8,200	17,000	20,000
Miscellaneous	-	-	100,000
	<u>\$ 3,032,950</u>	<u>\$ 3,047,000</u>	<u>\$ 3,208,001</u>
Workers Comp. Self Insurance			
Internal Charges	\$ 2,299,827	\$ 2,299,827	\$ 2,300,014
Security Revenue	24,750	30,000	30,000
Interest	11,200	24,000	26,000
	<u>\$ 2,335,777</u>	<u>\$ 2,353,827</u>	<u>\$ 2,356,014</u>
Benefits Trust Fund			
City Contributions	\$ 15,003,357	\$ 15,003,357	\$ 15,946,287
Employee Contributions	5,594,915	5,594,915	5,946,545
Retiree Contributions	4,540,477	4,540,477	4,825,836
Miscellaneous	98,370	98,370	104,552
Right-of-Way Permits	1,524	1,524	1,620
Interest	733	733	780
	<u>\$ 25,239,376</u>	<u>\$ 25,239,376</u>	<u>\$ 26,825,620</u>
Fleet Services			
Internal Charges	\$ 9,000,000	\$ 9,000,000	\$ 9,177,762
	<u>\$ 9,000,000</u>	<u>\$ 9,000,000</u>	<u>\$ 9,177,762</u>
Technology			
Internal Charges	\$ 6,652,283	\$ 6,652,283	\$ 7,219,923
Miscellaneous	3,000	3,000	-
	<u>\$ 6,655,283</u>	<u>\$ 6,655,283</u>	<u>\$ 7,219,923</u>
Technology Projects			
Internal Charges	\$ 3,234,800	\$ 3,234,800	\$ 1,427,225
	<u>\$ 3,234,800</u>	<u>\$ 3,234,800</u>	<u>\$ 1,427,225</u>
Total Internal Service Funds	<u>\$ 49,498,186</u>	<u>\$ 49,530,286</u>	<u>\$ 50,214,545</u>
TOTAL ALL FUNDS	<u>\$ 486,414,395</u>	<u>\$ 447,493,505</u>	<u>\$ 512,495,793</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 2017

FUND	OTHER FINANCING 2017		INTERFUND TRANSFERS 2017	
	SOURCES	<USES>	IN	<OUT>
GENERAL FUND				
1000- General	\$	\$	\$ 25,186,732	\$ 32,770,731
1120- Vehicle Replacement			1,500,000	
Total General Fund	\$	\$	\$ 26,686,732	\$ 32,770,731
SPECIAL REVENUE FUNDS				
1340 - Highway User Revenue Fund	\$	\$	\$	\$ 21,038,574
1660-Transportation Sales Tax Fund			900,000	20,901,015
1700- Police Special Revenue Fund				16,986,459
1720-Fire Special Revenue Fund				8,200,273
1760- Airport Special Revenue Fund			135,105	
1820-CAP Grant			64,299	
Total Special Revenue Funds	\$	\$	\$ 1,099,404	\$ 67,126,321
DEBT SERVICE FUNDS				
1900-G.O. Bonds Debt Service	\$	\$	\$ 209,713	\$
1940-M.P.C Debt Service			19,251,103	
1950-Excise Tax Debt Service			6,915,520	
1970-Transportation Debt Service			7,144,000	
Total Debt Service Funds	\$	\$	\$ 33,520,336	\$
CAPITAL PROJECTS FUNDS				
1481+DIF Citywide Recreation Facility	\$	\$	\$	\$ 209,713
2000- HURF Street Capital Projects			21,038,574	
2070- Gen Gov't Capital Projects			2,605,053	
2210-Transportation Capital Projects			13,757,015	
Total Capital Projects Funds	\$	\$	\$ 37,400,642	\$ 209,713
PERMANENT FUNDS				
	\$	\$	\$	\$
Total Permanent Funds	\$	\$	\$	\$
ENTERPRISE FUNDS				
2360+ Water/Sewer	\$	\$	\$ 20,355,388	\$ 20,126,000
2440-Landfill			658,308	
2480-Solid Waste			125,392	
2500- Public Housing			386,563	
Total Enterprise Funds	\$	\$	\$ 21,525,651	\$ 20,126,000
INTERNAL SERVICE FUNDS				
	\$	\$	\$	\$
Total Internal Service Funds	\$	\$	\$	\$
TOTAL ALL FUNDS	\$	\$	\$ 120,232,765	\$ 120,232,765

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2017
Schedule E

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
GENERAL FUND				
Budget and Finance**	\$ 21,721,378	\$	\$ 14,452,865	\$ 4,267,604
City Attorney	2,944,274	350,000	3,294,274	3,263,392
City Auditor	337,879		330,979	375,679
City Clerk	566,826	45,000	611,826	841,880
City Court	3,878,094		3,888,559	4,446,913
City Manager	917,044		917,044	974,440
Communications**	1,670,093		1,629,582	-
Community Services**	5,600,766	38,000	5,594,513	6,066,010
Council Districts&Of	930,478		930,478	968,453
Development Services	4,231,931		4,104,892	4,985,651
Economic Development	924,260		913,360	999,682
Fire Services	41,665,248		40,603,668	42,560,721
HR & Risk Mgt	1,776,967	161,512	1,743,967	1,829,625
Mayor's Office	391,288		390,338	368,222
Non-Departmental	10,026,202		9,976,202	17,876,424
Police Services	78,014,086		76,799,224	84,738,048
Public Affairs**	512,016		504,916	2,213,033
Public Facilities & Events**	10,120,735	(38,000)	10,119,994	11,780,970
Public Works	12,884,531	1,157,933	11,068,455	12,829,452
Contingency	5,000,000	(2,108,439)	-	5,000,000
Total General Fund	\$ 204,114,096	(393,994)	187,875,136	206,386,199
SPECIAL REVENUE FUNDS				
City Court	\$ 539,755	\$	\$ 427,569	\$ 616,775
Community Services**	388,226	294,346	193,926	932,483
Community Services Grants**	9,125,329		6,509,042	7,610,424
Fire Grants	5,158,123		3,166,373	4,302,221
Fire Services	787,230		800,219	886,875
Misc. Grants	5,447,549	(608,697)	-	3,940,011
Non-Departmental	200,000		200,000	200,000
Police Grants	5,720,917		1,282,600	5,805,168
Police RICO	2,481,886		2,481,886	2,501,744
Police Services	359,377		359,377	372,758
Public Facilities & Events**	1,244,740		1,119,489	62,895
Public Facilities & Events Grants**	175,000		-	175,000
Public Works	26,693,071	3,321,901	22,483,219	24,229,053
Public Works Grants	21,267,071		970,551	22,403,169
Contingency	650,000		-	2,820,000
Total Special Revenue Funds	\$ 80,238,274	\$ 3,007,550	\$ 39,994,251	\$ 76,858,576

* 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.

**Dept. reorganized July 2016. History follows new dept.

CITY OF GLENDALE
Expenditures/Expenses by Fund
Fiscal Year 2017
Schedule E

FUND/DEPARTMENT	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
DEBT SERVICE FUNDS				
General Obligation	\$ 24,337,128	\$	\$ 24,337,128	\$ 21,311,988
Excise Tax Bonds	5,575,770		5,575,770	6,925,521
Highway User (HURF)	1,975,800		1,975,800	-
Municipal Property Corp	18,737,313		18,737,313	19,281,102
Transportation Obligation	7,147,999		7,147,999	7,149,000
Total Debt Service Funds	\$ 57,774,010	\$ -	\$ 57,774,010	\$ 54,667,611
CAPITAL PROJECTS FUNDS				
Community Services	\$ 1,064,630	\$	\$ 314,649	\$ 638,614
Economic Development	2,404,337		-	16,637,500
General Government	4,274,836		2,440,351	9,880,501
Police Services	1,929,586		855	2,351,250
Public Facilities & Events	310,580	82,695	83	1,535,460
Public Works	48,158,682	(2,613,556)	13,505,502	38,859,173
Contingency	12,460,962	(82,695)	-	6,707,092
Total Capital Projects Funds	\$ 70,603,613	\$ (2,613,556)	\$ 16,261,440	\$ 76,609,590
PERMANENT FUNDS				
Contingency	\$ 5,669,617	\$	\$ -	\$ 5,709,583
Total Permanent Funds	\$ 5,669,617	\$ -	\$ -	\$ 5,709,583
ENTERPRISE FUNDS				
Development Services	\$ 140,647	\$	\$ 128,402	\$ 170,642
Budget and Finance	3,029,403		3,029,403	3,223,804
Pub Housing Budget Activities	15,891,384		15,890,884	16,047,175
Public Works	37,639,918	101,694	26,079,317	35,203,126
Water Services	76,423,148	2,471,287	51,976,810	140,396,061
Water Services Debt	20,158,683		25,000	20,150,983
Contingency	9,437,424	(2,572,981)	-	2,500,000
Total Enterprise Funds	\$ 162,720,607	\$ -	\$ 97,129,816	\$ 217,691,791
INTERNAL SERVICE FUNDS				
HR & Risk Mgt	\$ 30,586,922	\$ 1,400,000	\$ 31,102,610	\$ 31,982,104
Innovation & Technology	9,885,351		7,124,839	12,530,935
Public Works	9,007,510		8,002,284	9,163,611
Contingency	1,400,000	(1,400,000)	-	1,400,000
			-	
Total Internal Service Funds	\$ 50,879,783	\$ 0	\$ 46,229,733	\$ 55,076,650
TOTAL ALL FUNDS	\$ 632,000,000	\$ 0	\$ 445,264,386	\$ 693,000,000

* 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.

**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2016	2016	2016	2017
City Attorney				
1000 - General	\$ 2,944,274	\$ 350,000	\$ 3,294,274	\$ 3,263,392
City Attorney Total	\$ 2,944,274	\$ 350,000	\$ 3,294,274	\$ 3,263,392
City Auditor				
1000 - General	\$ 337,879	\$ -	\$ 330,979	\$ 375,679
City Auditor Total	\$ 337,879	\$ -	\$ 330,979	\$ 375,679
City Clerk				
1000 - General	\$ 566,826	\$ 45,000	\$ 611,826	\$ 841,880
City Clerk Total	\$ 566,826	\$ 45,000	\$ 611,826	\$ 841,880
City Court				
1000 - General	\$ 3,878,094	\$ -	\$ 3,888,559	\$ 4,446,913
1240 - Court Security/Bonds	539,755	-	427,569	616,775
City Court Total	\$ 4,417,849	\$ -	\$ 4,316,128	\$ 5,063,688
City Manager				
1000 - General	\$ 917,044	\$ -	\$ 917,044	\$ 974,440
City Manager Total	\$ 917,044	\$ -	\$ 917,044	\$ 974,440
Communications**				
1000 - General	\$ 1,670,093	\$ -	\$ 1,629,582	\$ -
Communications Total	\$ 1,670,093	\$ -	\$ 1,629,582	\$ -
Community Services**				
1000 - General	\$ 5,600,766	\$ 38,000	\$ 5,594,513	\$ 6,066,010
1220 - Arts Commission Fund	388,226	285,049	189,426	919,248
1300 - Home Grant	1,674,204	-	1,420,535	1,674,704
1310 - Neighborhood Stabilization Pgm	926,259	-	-	229,443
1311 - Neighborhd Stabilization Pgm3	1,100,000	-	-	227,300
1320 - C.D.B.G.	3,637,151	-	3,581,987	3,683,422
1500 - DIF-Libraries pre SB1525	1,064,630	-	314,649	638,614
1820 - CAP Grant	1,303,723	-	1,302,028	1,324,798
1830 - Emergency Shelter Grants	208,992	-	208,992	208,992
1840 - Other Federal and State Grants	275,000	9,297	-	275,000
2500 - Pub Housing Budget Activities	15,891,384	-	15,890,884	16,047,175
Community Services Total	\$ 32,070,335	\$ 332,346	\$ 28,503,014	\$ 31,294,706

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**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED	ACTUAL EXPENDITURES/ EXPENSES*	BUDGETED EXPENDITURES/ EXPENSES
	2016	2016	2016	2017
Contingency				
1000 - General	\$ 5,000,000	\$ (2,108,439)	\$ -	\$ 5,000,000
1340 - Highway User Gas Tax	650,000		-	720,000
1380 - DIF Library Blds	-		-	-
1380 - DIF-Library Blds pre SB1525	1,760,020		-	1,773,714
1420 - DIF-Fire Protec Fac pre SB1525	805,992		-	224,935
1440 - DIF-Police Faciliti pre SB1525	1,638,229		-	90,107
1460 - DIF-Citywide Parks pre SB1525	371,713		-	107,739
1480 - DIF-Citywide RecFac pre SB1525	1,093,981	(40,000)	-	-
1500 - DIF-Libraries pre SB1525	1,873,985		-	1,746,169
1520 - DIF-Citywide Open Spaces	505,021		-	189,964
1540 - DIF-Parks Dev Zone1 pre SB1525	122,235		-	329,686
1560 - DIF-Parks Dev Zone2 pre SB1525	15,789		-	167,329
1580 - DIF-Parks Dev Zone3 pre SB1525	52,115	(42,695)	-	44,644
1600 - DIF-Roadway Improve pre SB1525	3,142,136		-	1,117,325
1620 - DIF-General Government	161,990		-	163,234
1660 - Transportation Sales Tax	-		-	2,100,000
1980 - Streets Constr. - 1999 Auth	44,313		-	-
2040 - Public Safety Construction	-		-	357,506
2060 - Parks Construction	-		-	92,487
2140 - Open Space/Trails Constr-99 Au	-		-	226,795
2180 - Flood Control Construction	873,443		-	75,458
2280 - Cemetery Perpetual Care	5,669,617		-	5,709,583
2360 - Water and Sewer	8,637,424	(2,471,287)	-	2,000,000
2440 - Landfill	600,000	(211,217)	-	500,000
2480 - Sanitation	200,000	109,523	-	-
2540 - Risk Management Self Insurance	1,400,000	(1,400,000)	-	1,400,000
Contingency Total	\$ 34,618,003	\$ (6,164,115)	\$ -	\$ 24,136,675

* Grant Contingency Allocated to Department

Mayor and Council

1000 - General	\$ 930,478	\$ -	\$ 930,478	\$ 968,453
Mayor and Council	\$ 930,478	\$ -	\$ 930,478	\$ 968,453

Development Services

1000 - General	\$ 4,231,931	\$ -	\$ 4,104,892	\$ 4,985,651
2400 - Water	140,647	-	128,402	170,642
Development Services Total	\$ 4,372,578	\$ -	\$ 4,233,294	\$ 5,156,293

* 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.

**Dept. reorganized July 2016. History follows new dept.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Economic Development				
1000 - General	\$ 924,260	\$ -	\$ 913,360	\$ 999,682
1980 - Streets Constr. - 1999 Auth	2,404,337	-	-	6,092,500
2100 - Economic Dev. Constr-1999 Auth	-	-	-	10,545,000
Economic Development Total	\$ 3,328,597	\$ -	\$ 913,360	\$ 17,637,182
Budget and Finance**				
1000 - General	\$ 21,721,378	\$ -	\$ 14,452,865	\$ 4,267,604
1900 - G.O. Bond Debt Service	24,337,128	-	24,337,128	21,311,988
1940 - M.P.C. Debt Service	18,737,313	-	18,737,313	19,281,102
2360 - Water and Sewer	3,029,403	-	3,029,403	3,223,804
1950 - Excise Tax Debt Service	5,575,770	-	5,575,770	6,925,521
Budget and Finance Total	\$ 73,400,992	\$ -	\$ 66,132,479	\$ 55,010,019
Fire Services				
1000 - General	\$ 41,665,248	\$ -	\$ 40,603,668	\$ 42,560,721
1420 - DIF-Fire Protec Fac pre SB1525	-	-	-	-
1840 - Other Federal and State Grants	5,158,123	-	3,166,373	4,302,221
2070 - General Gov Capital Projects	-	-	-	1,749,655
2530 - Training Facility Revenue Fund	787,230	-	800,219	886,875
Fire Services Total	\$ 47,610,601	\$ -	\$ 44,570,260	\$ 49,499,472
HR & Risk Mgt				
1000 - General	\$ 1,776,967	\$ 161,512	\$ 1,743,967	\$ 1,829,625
2540 - Risk Management Self Insurance	2,934,598	1,400,000	3,448,302	2,951,560
2560 - Workers Comp. Self Insurance	2,201,956	-	2,203,940	2,204,924
2580 - Benefits Trust Fund	25,450,368	-	25,450,368	26,825,620
HR & Risk Mgt Total	\$ 32,363,889	\$ 1,561,512	\$ 32,846,577	\$ 33,811,729
Innovation & Technology**				
2591 - Technology	\$ 6,650,551	\$ -	\$ 6,610,539	\$ 8,383,210
2592 - Technology Projects	3,234,800	-	514,300	4,147,725
Innovation & Technology Total	\$ 9,885,351	\$ -	\$ 7,124,839	\$ 12,530,935
Public Affairs**				
1000 - General	\$ 512,016	\$ -	\$ 504,916	\$ 2,213,033
Public Affairs Total	\$ 512,016	\$ -	\$ 504,916	\$ 2,213,033

* 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.

**Dept. reorganized July 2016. History follows new dept.

City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Mayor's Office				
1000 - General	\$ 391,288	\$ -	\$ 390,338	\$ 368,222
Mayor's Office Total	\$ 391,288	\$ -	\$ 390,338	\$ 368,222
Misc. Grants & Misc Capital Grants				
1840 - Other Federal and State Grants	\$ 5,447,549	\$ (608,697)	\$ -	\$ 3,940,011
Misc. Grants & Misc Capital Grants Total	\$ 5,447,549	\$ (608,697)	\$ -	\$ 3,940,011
Non-Departmental				
1000 - General	\$ 10,026,202	\$ -	\$ 9,976,202	\$ 17,876,424
1200 - Utility Bill Donation	200,000	-	200,000	200,000
Non-Departmental Total	\$ 10,226,202	\$ -	\$ 10,176,202	\$ 18,076,424
Police Services				
1000 - General	\$ 78,014,086	\$ -	\$ 76,799,224	\$ 84,738,048
1440 - DIF-Police Faciliti pre SB1525	-	-	-	1,148,565
1840 - Other Federal and State Grants	5,720,917	-	1,282,600	5,805,168
1860 - RICO Funds	2,481,886	-	2,481,886	2,501,744
2040 - Public Safety Construction	1,929,586	-	855	1,202,685
2530 - Training Facility Revenue Fund	359,377	-	359,377	372,758
Police Services Total	\$ 88,505,852	\$ -	\$ 80,923,942	\$ 95,768,968
Public Facilities & Events**				
1000 - General	\$ 10,120,735	\$ (38,000)	\$ 10,119,994	\$ 11,780,970
1460 - DIF-Citywide	-	-	-	-
1480 - DIF-Citywide RecFac pre SB1525	-	40,000	-	1,067,000
1520 - DIF-Citywide Open Spaces	-	-	-	318,460
1540 - DIF-Parks Dev Zone1 pre SB1525	114,000	-	-	-
1560 - DIF-Parks Dev Zone2 pre SB1525	163,497	-	-	-
1580 - DIF-Parks Dev Zone3 pre SB1525	33,000	42,695	-	-
1840 - Other Federal and State Grants	175,000	-	-	175,000
1880 - Parks & Recreation Self Sust	1,162,922	-	1,118,934	-
1885 - Parks & Recreation Designated	81,818	-	555	62,895
2060 - Parks Construction	83	-	83	50,000
2070 - General Gov Capital Projects	-	-	-	400,000
2130 - Cultural Facility Bond Fund	-	-	-	100,000
Public Facilites & Events Total	\$ 11,851,055	\$ 44,695	\$ 11,239,566	\$ 13,954,325

* 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.

**Dept. reorganized July 2016. History follows new dept.

**City of Glendale
Expenditures/Expenses by Department
Fiscal Year 2017
Schedule F**

DEPARTMENT/FUND	ADOPTED BUDGETED EXPENDITURES/ EXPENSES 2016	EXPENDITURE/ EXPENSE ADJUSTMENTS APPROVED 2016	ACTUAL EXPENDITURES/ EXPENSES* 2016	BUDGETED EXPENDITURES/ EXPENSES 2017
Public Works				
1000 - General	\$ 10,424,929	\$ 2,036,148	\$ 9,809,674	\$ 8,096,952
1120 - Vehicle Replacement	4,500,000		3,191,895	4,732,500
1340 - Highway User Gas Tax	9,357,636		9,324,621	10,302,762
1480 - DIF-Citywide RecFac pre SB1525	-		-	5,000
1600 - DIF-Roadway Improve pre SB1525	925,555		105,483	725,030
1620 - DIF-General Government	-		-	-
1650 - Transportation Grants	19,134,936	5,988,252	408,759	16,143,008
1660 - Transportation Sales Tax	13,512,235		12,418,996	13,247,233
1760 - Airport Special Revenue	638,647		649,260	680,884
1920 - HURF Debt Service	1,975,800		1,975,800	-
1970 - Transportation Debt Service	7,147,999		7,147,999	7,149,000
1980 - Streets Constr. - 1999 Auth	251,149	314,351	468,459	1,120,440
2000 - Hurf Street Bonds	20,654,378		9,245,240	21,038,574
2070 - General Gov Capital Projects	2,234,438	(484,221)	507,237	7,730,846
2080 - Gov't Facilities - 1999 Auth	-		-	-
2120 - Airport Capital Projects	4,838,303	(2,666,351)	180,446	5,755,161
2180 - Flood Control Construction	1,680,158		117,713	2,213,114
2210 - Transportation Capital Project	24,647,442	(3,321,901)	3,568,607	13,757,015
2440 - Landfill	20,717,201	211,217	12,341,549	18,085,234
2480 - Sanitation	16,922,717	(109,523)	13,737,768	17,117,892
2530 - Training Facility Revenue Fund	478,385		471,688	503,174
2590 - Fleet Services	9,007,510		8,002,284	9,163,611
Public Works Total	\$ 169,049,418	\$ 1,967,972	\$ 93,673,478	\$ 157,567,430
Water Services				
2360+ - Water and Sewer	96,581,831	2,471,287	52,001,810	\$ 160,547,044
Water Services Total	\$ 96,581,831	\$ 2,471,287	\$ 52,001,810	\$ 160,547,044
TOTAL ALL DEPARTMENTS	\$ 632,000,000	\$ -	\$ 445,264,386	\$ 693,000,000

* 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.

**Dept. reorganized July 2016. History follows new dept.

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
GENERAL FUND						
1000 - General	1,168.75	\$ 98,123,160	\$ 23,915,823	\$ 12,888,469	\$ 8,535,439	\$ 143,462,891
Total General Fund	1,168.75	\$ 98,123,160	\$ 23,915,823	\$ 12,888,469	\$ 8,535,439	\$ 143,462,891
SPECIAL REVENUE FUNDS						
1220 - Arts Commission Fund	1.00	\$ 76,307	\$ 8,041	\$ 6,369	\$ 5,844	\$ 96,561
1240 - Court Security/Bonds	3.75	301,098	56,963	47,135	28,910	434,106
1310 - Neighborhood Stabilization Pgm		32,019				32,019
1311 - Neighborhd Stabilization Pgm3		25,000				25,000
1300 - Home Grant		25,000				25,000
1320 - C.D.B.G.	8.75	508,703	58,233	108,734	38,849	714,519
1340 - Highway User Gas Tax	44.00	2,776,090	303,317	487,306	220,755	3,787,468
1660 - Transportation Sales Tax	51.25	3,030,985	344,578	547,217	251,537	4,174,317
1760 - Airport Special Revenue	6.00	347,357	39,842	48,764	27,178	463,141
1820 - CAP Grant	5.50	335,963	38,295	70,166	26,701	471,125
1830 - Emergency Shelter Grants	0.00	17,183	0	0	0	17,183
1840 - Grants	34.00	4,272,730	777,573	371,671	185,006	5,606,980
1860 - RICO Funds	1.00	56,917	6,528	14,457	4,355	82,257
1885 - Parks & Recreation Designated	0.00	5,200	0	0	383	5,583
2530 - Training Facility Revenue Fund	9.00	619,491	149,407	105,547	37,136	911,581
Total Special Revenue Funds	164.25	\$ 12,430,043	\$ 1,782,777	\$ 1,807,366	\$ 826,654	\$ 16,846,840
DEBT SERVICES FUNDS						
Total Debt Services Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -
CAPITAL PROJECTS FUNDS						
Total Capital Projects Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -

CITY OF GLENDALE
Full-Time Employees and Personnel Compensation
Fiscal Year 2017

FUND	Full-Time Equivalent (FTE) 2017	Employee Salaries and Hourly Costs 2017	Retirement Costs 2017	Healthcare Costs 2017	Other Benefit Costs 2017	Total Estimated Personnel Compensation 2017
PERMANENT FUNDS						
Total Permanent Funds	-	\$ -	\$ -	\$ -	\$ -	\$ -
ENTERPRISE FUNDS						
2360 - Water and Sewer	235.00	\$ 14,066,188	\$ 1,588,209	\$ 2,420,070	\$ 1,105,008	\$ 19,179,475
2440 - Landfill	44.00	2,644,466	291,589	429,080	199,514	3,564,649
2480 - Sanitation	70.00	3,502,580	387,374	729,313	259,849	4,879,116
2500 - Pub Housing Budget Activities	24.00	1,394,020	160,731	259,367	108,823	1,922,941
Total Enterprise Funds	373.00	\$ 21,607,254	\$ 2,427,903	\$ 3,837,830	\$ 1,673,194	\$ 29,546,181
INTERNAL SERVICE FUNDS						
2540 - Risk Management Self Insurance	2.00	\$ 159,383	\$ 18,281	\$ 25,064	\$ 13,094	\$ 215,822
2560 - Workers Comp. Self Insurance	1.00	70,588	8,096	14,854	5,881	99,419
2590 - Fleet Services	32.00	1,802,776	206,460	351,252	145,264	2,505,752
2591 - Technology	30.00	2,562,518	294,316	294,623	193,615	3,345,072
Total Internal Service Funds	65	\$ 4,595,265	\$ 527,153	\$ 685,793	\$ 357,854	\$ 6,166,065
TOTAL ALL FUNDS	1,771.00	\$ 136,755,722	\$ 28,653,656	\$ 19,219,458	\$ 11,393,141	= \$ 196,021,977

Section 4
FY 2017-2026
Capital Improvement
Plan

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City of Glendale
Capital Improvement Plan FY2017-2026

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CAPITAL IMPROVEMENT PLAN PREPARATION

What are Capital Improvements?

The Capital Improvement Plan (CIP) is a ten-year 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 improvement projects are non-routine capital expenditures that generally cost more than \$50,000 and result in the purchase of equipment, acquisition of land, design and construction of new assets, or the renovation, rehabilitation or expansion of existing capital assets. Capital projects usually have an expected useful life of at least five years.

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. A wide range of projects comprise capital improvements as illustrated by the examples below:

- fire and police stations;
- libraries, court facilities and office buildings;
- parks, trails, open space, pools, recreation centers and other related facilities;
- water and wastewater treatment plants, transmission pipes, storage facilities, odor control facilities and pump stations;
- roads, bridges, traffic signals and other traffic control devices including fiber optic infrastructure needed for the operation of intelligent transportation systems;
- landscape beautification projects;
- computer software and hardware systems other than personal computers and printers;
- flood control drainage channels, storm drains and retention basins;
- and major equipment purchases such as landfill compactors, street sweepers and sanitation trucks.

Glendale, like many cities in the Phoenix metropolitan area, faces a special set of complex problems because much of the city is built out except for scattered areas requiring infill development and the far western edge of the city, which is not built out. These cities need to build new roads, add public amenities such as parks and expand public safety services to accommodate new residential and non-residential development. They also must simultaneously maintain, replace, rehabilitate and/or upgrade existing capital assets such as roads, parks, buildings and underground pipes for the water and sewer system.

Paying for Capital Improvements

In many respects, the city planning process for selecting, scheduling and financing capital improvements parallels the way an individual might plan for buying a new house or car. This process entails an assessment of many valid competing needs, a determination of priorities, an evaluation of operating costs as well as financing options for the capital costs, and an establishment of realistic completion timeframes. The analysis process involves many familiar questions.

- Can I wait another year or two?
- Are there other alternatives such as remodeling, using public transit or carpooling?
- What other purchases will I need to forego?
- What can I afford and how can I pay for it?
- Do I need outside financing and what will it cost?
- Will there be additional monthly costs associated with the purchase?

If the purchase plan moves forward, a decision must be made about the down payment. A good planner might have started a replacement fund a few years ago in anticipation of the need. Other cash sources might include a savings account or a rainy day emergency fund. The city, just like most families, needs to find longer-term financing to cover certain costs for capital improvements. Repayment of the loan might require cutting other expenses like eating at restaurants or increasing income by taking a second part-time job. An unanticipated inheritance may speed up the timetable; a negative event, such as a flood or unanticipated medical expense, might delay the plan.

Similarly, most large capital improvements cannot be financed solely from a single year's revenue stream or by simply increasing income or decreasing expenses.

Guidelines and Policies Used in Developing the CIP

City Council's strategic goals and financial policies provide the broad parameters for development of the annual capital plan. For example, Council's financial policies on Capital Asset and Debt Management state that the 10-year capital plan will address capital needs in the following order:

- A. Improve existing assets
- B. Replace existing assets
- C. Construct new assets

These financial policies further state that projected life cycle costing will be evaluated for projects considered for funding in the near future. 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 the costs incurred by an asset from its acquisition to its disposal, including design, installation, operating and maintenance costs.

Additional considerations include the following:

- Does a project qualify as a capital project, i.e., cost more than \$50,000 and have an expected useful life of at least five years?
- Does a project satisfactorily address all federal, state and city legal and financial requirements?
- Does a project support the city's favorable investment ratings and financial integrity?
- Does a project support the city's goal of ensuring all geographic areas of the city have comparable quality in the types of services that are defined in the Public Facilities section of the General Plan?
- Does a project prevent the deterioration of the city's existing infrastructure?
- Does a project respond to and, if possible, anticipate future growth in the city?
- Does a project encourage and sustain quality economic development?
- Can a project be financed through growth in the tax base or development fees, when possible, if constructed in response to residential or commercial development?
- Is a project responsive to the needs of residents and businesses within the constraints of reasonable taxes and fees?
- Does a project leverage funds provided by other units of government (e.g., Maricopa County Flood Control District, Arizona Department of Transportation, etc.) where appropriate?

Master plans also help determine which projects should be included in the CIP and the timeframes in which the projects should be completed. For example, the Parks and Recreation Master Plan's guidelines for neighborhood parks include 3.3 acres of park land per 1,000 residents. When population growth causes an area to exceed this threshold, that neighborhood will rise on the capital plan's priority list for park development. The Water and Sewer Master Plan, Parks Master Plan, Storm Water Master Plan, GO Transportation Plan and five-year plans for landfill and solid waste collection services also provide valuable guidance in the preparation of the CIP.

Economic forecasts also are a critical source of information and guidance throughout the capital planning process. The forecasts assess external factors such as whether the local economy is growing or contracting, population growth, inflation for construction materials, the value of land, and other variables that may affect the city's ability to finance needed services and capital projects.

Glendale's Annual CIP Development Process

In conjunction with the annual budgeting process, the Finance and Technology Department manages the citywide process of revising and updating the city's capital plan. City staff members from all departments participate in an extensive review of projects in the existing plan and the identification of new projects for inclusion in the CIP. The City Council's commitment to the needs and desires of Glendale's citizens is a critical factor considered during the capital planning process, as well as compliance with legal limits and financial resources.

Once projects are selected for inclusion in the capital plan, decisions must be made about which projects should be recommended for inclusion in the first five years of the plan. Determining how and when to schedule projects is a complicated process. It must take into account City Council's strategic goals as well as all of the variables that affect the city's ability to generate the funds to pay for these projects without jeopardizing its ability to provide routine, ongoing services and one-time or emergency services when needed.

The financial projections used to develop the CIP are based on staff's best prediction of future real estate values, construction costs, interest rates, and other relevant variables. These financial projections are jointly developed by the Finance and Technology Department and Public Works Department in conjunction with the Assistant City Manager. They are updated annually to reflect changes in the economic environment.

Although only the first year of the plan is appropriated, the first five years of the plan are financially balanced. This means the first five years of the plan

- Comply with the state's constitutional debt limits;
- Comply with the available voter authorization required for municipal bonds;
- Balance the use of incoming revenue streams with the use of fund balance, while maintaining a fund balance in compliance with bond covenants and policies regarding debt management and;
- Identify the source of revenue to finance various projects.

Financial and legal constraints make it impossible for the city to fund every project on its priority list. For example, it is not possible for the city to fund concurrently several large-scale projects that have significant operating budget impacts. Also, revenues used to pay the debt service are not limitless. Therefore, implementation timetables are established to stagger projects over time based on Council's strategic goals and the estimated financial resources expected for the future.

A critical element of financing capital projects is the ability to manage within available resources, including the overall debt incurred for past projects and any new debt for future projects. Limited staff resources to undertake new capital projects also must be considered. Capital projects often require significant time to manage effectively, and project managers in the departments typically manage several capital projects concurrently.

The city also must coordinate the timing of many of its capital projects with federal, state, county and municipal governments and outside entities. For example, street improvements are coordinated with utility companies, when possible, to minimize the amount of new street surface that must be cut to lay new or replacement utility and fiber optic lines. Also, flood control capital improvements are coordinated with the Maricopa County Flood Control District to maximize matching funds that the district makes available for eligible projects.

The availability of unanticipated financing, such as federal or state transportation grants may cause the city to accelerate a particular project. In addition, a scheduled project may be delayed in order to take advantage of an unusual one-time opportunity such as the receipt of non-governmental grant monies.

The City Council reviews the recommended CIP during the spring budget workshops. Council also considers citizen requests and considers the recommendations of staff before making the final decision about which projects should be included in which years of the CIP.

Citizen Involvement in the CIP Process

The CIP is an important financial, planning and public communication tool. It gives residents and businesses a clear and concrete view of the city's long-term direction for capital improvements and a better understanding of the city's ongoing needs for stable revenue sources to fund large or multi-year capital projects.

Input into the annual CIP updating process is obtained from citizens who serve on many different city boards and commissions, as well from individual citizens through the public hearing and comment process. City boards and commissions are comprised of residents and business owners and their meetings are open to the public. A few examples include the Parks and Recreation Advisory Committee, the Library Advisory Board, the Citizen Task Force on Water and Sewer and AD-Hoc Citizens Bond Election Committees. The public also can provide comments to the Mayor and Council through public meetings of the Council, Council District meetings and through other interactions with them. It is through these public input venues that residents and businesses have alerted Council and staff about infrastructure development and renovation needs, important quality-of-life enhancements, and environmental and historic preservation issues that should be addressed in the capital plan.

Types of CIP Projects and Funding Sources

The ten-year CIP is developed with identified funding sources for each CIP project. For example, a street project might be funded through one or more of the following financing sources: Highway User Revenue Fund (HURF) bonds, general obligation (G.O.) bonds, federal or state grants, development impact fees (DIFs), Glendale's dedicated transportation sales tax or Glendale's general fund excise taxes. In many cases, a large or multi-year project will be financed using a mix of these funding sources.

General Obligation (G.O.) Bond Funded Projects

G.O. bonds are direct and general obligations of the city. Glendale uses G.O. bonds to fund most large-scale capital improvements except water, sewer, sanitation, landfill, many transportation-related projects and professional sports-related facilities such as the Gila River Arena, home of the National Hockey League's Arizona Coyotes, and Camelback Ranch, spring training home of the Chicago White Sox and the Los Angeles Dodgers. G.O. bonds are backed by "the full faith and credit" of the city.

Arizona State law mandates the separation of city property taxes into two components, the primary tax levy and the secondary tax levy. A municipality's secondary property tax revenue can be used only to pay the principal, interest and redemption charges on bonded indebtedness or other lawful long-term obligations that are issued or incurred for a specific capital purpose. In contrast, primary property tax revenue may be used for any lawful purpose.

There are two separate categories of G.O. bond funded projects. These categories correspond to the 6% and 20% Arizona State Constitutional limits for G.O. bonded indebtedness. Funds that have been established for the 6% category include the Economic Development, Cultural Facility, Government Facilities and Library Bond Funds. Active funds for the 20% category include the Flood Control, Open Space & Trails, Parks, Public Safety and Street/Parking Bond Funds. Water and sewer bonds are also included in the 20% category. Secondary property tax revenue can be used to pay water/sewer debt, but it is preferable for water/sewer capital debt service to be paid with water and sewer revenue.

Development Impact Fee Funded Projects

Impact fees are one-time charges to developers that are used to offset a city's capital costs resulting from new development. Developers pay Development Impact Fees (DIF) when they construct new residential and commercial developments. These fees are designed to cover a city's increased costs for providing new or expanded infrastructure in the following categories: roadway improvements, parks, libraries, police, fire, and water/sewer.

Planning and zoning information, such as anticipated population growth and expected density of residential and commercial development, is the foundation for impact fee revenue estimates. Given this information, the city then estimates the amount of impact fee revenue available to pay for growth-related capital projects.

In a growing economic condition, a number of DIF funded projects would more likely be included in the capital plan to supplement the growth related portion of projects funded with other resources such as G.O. bonds. However with the drastic decline in property values and the imperativeness to pay existing G.O. debt service with secondary property tax revenue, most capital projects requiring a new issuance of G.O. bonds were deferred or moved to the last five years of the plan. DIF revenue alone rarely is sufficient to fund 100% of the cost of growth-related projects. Therefore, given these circumstances, the current capital plan reflects very little spending of impact fees.

Enterprise and Other Projects

Water and Sewer Revenue Funded Projects: Water/Sewer capital projects can be funded with a number of options including, G.O. bonds, revenue bonds, revenue obligations or cash financing. Bonds or obligations are typically used to fund larger water/sewer projects. The principal and interest for bonds and obligations will be paid from future water/sewer user fee revenue. Smaller water/sewer projects are typically cash financed. Three separate funds have been established for water/sewer projects: one fund is for water capital projects, another fund addresses sewer projects and a third fund covers capital projects that represent a mix of water and sewer projects (e.g., water reclamation projects).

Landfill Revenue Funded Projects: Landfill user fee revenues fund environmental improvements required by federal and state law as well as improvements related to constructing, extending, improving and repairing the Glendale Municipal Landfill. Materials Recovery Facility (MRF) projects and landfill equipment also are included in the landfill capital fund. Users of the

Glendale Municipal Landfill include private haulers, other cities that are under contract with the city's landfill and the city's residential and commercial solid waste operations.

Sanitation Revenue Funded Projects: Unlike Water/Sewer and Landfill, the capital plan for Sanitation is not usually funded with revenue bonds. Instead sanitation projects are funded with user revenues and cash balances. However, inter-funds loans and capital leases have been used as a funding option in the past.

Transportation Sales Tax Funded Projects: On November 6, 2001, Glendale held a special election where voters passed a new half-cent sales tax to fund the transportation plan. The transportation plan was created to improve service for all modes of transportation including public transit, motorized vehicle, bicycle, pedestrian and aviation. Of the 13,019 ballots cast for this proposition, 64% were in favor and 36% were in opposition. By their votes, Glendale residents indicated that having transportation choices and being connected to regional activities and employment centers were important to maintaining Glendale's high quality of life.

Everyone who shops in Glendale pays the half-cent sales tax that became effective January 1, 2002. The revenues are dedicated to funding the implementation of the *Glendale Onboard! (GO Transportation Plan)*. The sales tax has no termination date. The transportation capital and operating budgets are balanced yearly. Transportation projects can either be funded with Transportation Revenue Obligations or cash financed. The principal and interest on revenue obligations will be covered with future transportation sales tax revenue.

Street (HURF) Revenue Funded Projects: The State of Arizona shares with cities a portion of the revenues it collects from highway user fees. This revenue is tracked in the Streets Fund (Fund 1340) and is known as HURF revenue. The Arizona State Constitution restricts the use of HURF revenue to street and highway purposes such as right-of-way acquisition, construction, reconstruction, maintenance, repair and the payment of the interest and principal on HURF bonds.

HURF often is called the gas tax even though there are several other transportation-related fees, including a portion of the vehicle license tax, that comprise this revenue source. Much of this revenue source is based on the volume of fuel sold rather than the price of fuel.

In the past, the Arizona Legislature has altered (1) the type and/or rate of taxes, fees and charges to be deposited into the Arizona Highway Revenue Fund and (2) the allocation of such monies among the Arizona Department of Transportation, Arizona cities and counties and other purposes. The Arizona Legislature reduced the amount of funds allocated to cities in FY 2009 through FY 2012. Future legislative alterations to HURF revenue sources and/or the HURF distribution formula may occur.

Municipal Property Corporation Bond Funded Projects: A city may form a Municipal Property Corporation (MPC) to finance a large capital project. An MPC is a non-profit organization over which the city exercises oversight authority, including the appointment of its governing board. This mechanism allows the city to finance a needed capital improvement and then purchase the improvement from the corporation over a period of years.

In order for the MPC to market the bonds, a city will typically pledge unrestricted excise taxes. Unrestricted excise taxes are generally all excise, transaction privilege, franchise and income taxes within the city's General Fund. This means MPC debt service is paid with General Fund operating dollars.

The city has formed and entered into agreements to sell MPC bonds to fund several construction projects, including the following:

- Glendale Municipal Office Complex (debt is retired),
- Gila River Arena,
- Glendale Media Center and Expo Hall, Convention Center and Parking Garage adjacent to the Westgate development in west Glendale,
- a portion of the Glendale Regional Public Safety Training Facility and infrastructure for the Zanjero development, and
- the Camelback Ranch development [as explained below].

Public Facilities Corporation Funded Bonds: Similar to an MPC, a public facilities corporation (PFC) a non-profit organization that is formed under Arizona State law to secure funding for capital projects. A PFC is also governed by a Council appointed Board of Directors responsible for authorizing debt. The PFC's sole purpose is to finance and construct public facilities for the city. While the PFC is a legally separate entity from the city, the city is responsible for the debt associated with the PFC bonds. The special debt obligations are back by the city's unrestricted excise taxes.

Grant Funded Projects: The majority of Glendale's grants for capital projects come from the federal or state government. There are two major types of grants. Open, competitive grant programs usually offer a great deal of latitude in developing a proposal and grants are awarded through a competitive review process. The existing Arizona Heritage Fund grants for parks and historic preservation capital projects are an example of competitive grants.

Entitlement or categorical grants are allocated to qualified governmental entities based on a formula basis (e.g., by population, income levels, etc.). Entitlement funds must be used for a specific grantor-defined purpose. Community Development Block Grants are considered entitlement grants and typically must benefit low-moderate income residents.

Most federal and state grant programs, with the exception of some public housing programs, require the applicant to contribute to the cost of the project. The required contribution, referred to as local match, can vary from 5% to 75%. Federal Transportation Administration grants for public transit improvements and Federal Aviation Administration grants for airport projects are examples of capital improvement grants for which local matching requirements will come from the city's operating budget and/or the city's transportation sales tax.

Many federal and state grant programs specifically prohibit the applicant from using other government grants as match, and require that the match be cash rather than donated services. Therefore, matching funds usually come from General Fund department operating budgets, G.O. bonds or development impact fees.

There is always a possibility that some of the grant-funded projects will be delayed or not completed if government grants fail to materialize. CIP projects adversely affected by changes in the availability of grants may be postponed until the needed grant funds are acquired, the project is modified to reduce costs, or the project is funded using alternative means.

Operating Budget - Pay-As-You-Go (PAYGO) Projects: Some capital improvements are paid for on a cash basis in order to avoid the interest costs incurred with other financing mechanisms and are included in the operating budget on a pay-as-you-go basis. The city's operating budget also provides for the maintenance of capital assets and expenses associated with the depreciation of city facilities and equipment.

Lease Financing Projects: Lease financing provides long-term financing for the purchase of equipment or other capital improvements and does not affect the city's G.O. bond capacity or require voter approval. In a lease transaction, the asset being financed can include new capital needs, assets under existing lease agreements or, in some cases, equipment purchased in the past for which the government or municipal unit would prefer to be reimbursed and paid over time. Title to the asset is transferred to the city at the end of the lease term.

Local Improvement District Bond Projects: Local improvement districts (LIDs) are legally designated geographic areas in which a majority of the affected property owners agree to pay for one or more capital improvements through a supplemental assessment. This financing approach ties the repayment of debt to those property owners who most directly benefit from the improvements financed.

Impact of the CIP on the Operating Budget

Glendale's operating budget is directly affected by the CIP. Almost every new capital improvement entails additional ongoing expenses for routine operation, repair and maintenance upon completion that must be incorporated into the operating budget. Many new capital facilities require the addition of new positions. Existing city facilities and equipment that were once considered state-of-the-art will require rehabilitation, renovation or upgrades to accommodate new uses and/or address safety and structural improvements. Older facilities usually involve higher maintenance and repair costs as well. PAYGO capital projects, grant-matching funds and lease/purchase capital expenses also come directly from the operating budget.

Operating costs are carefully considered in deciding which projects move forward in the CIP because it is not possible for the city to fund concurrently several large-scale projects that have significant operating budget impacts. Therefore, implementation timetables are established that stagger projects over time.

Many improvements make a positive contribution to the fiscal wellbeing of the city. Capital projects such as redevelopment of under-performing or under-used areas of the city, and the infrastructure expansion needed to support new development, promote the economic development and growth that can lead to the generation of additional operating revenues. These new revenue sources provide the funding needed to maintain, improve and expand the city's infrastructure.



FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Summary of All Capital Projects by Funding Type

Fund # - Name	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
BOND CONSTRUCTION FUNDS							
1980 - Street/Parking Bonds	0	7,212,940	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
2140 - Open Space/Trails	0	0	50,000	15,056	0	176,795	7,259,516
2060 - Parks	0	50,000	0	0	0	0	80,052,683
2160 - Library	0	0	0	0	0	0	11,590,260
2040 - Public Safety	0	1,202,685	2,351,250	2,351,250	0	0	61,217,361
2130 - Cultural Facility	0	100,000	100,000	84,550	0	0	0
2100 - Economic Development	0	10,545,000	0	0	0	0	0
2180 - Flood Control	1,486,986	726,128	0	0	0	0	22,697,923
Sub-Total	\$1,486,986	\$19,836,753	\$7,725,650	\$7,675,256	\$5,224,400	\$5,401,195	\$188,042,143
DIF FUNDS							
1601 - Roadway Improvements	0	725,030	1,047,023	34,553	0	0	34,553
1520 - Citywide Open Space	0	318,460	0	34,944	150,000	0	0
1461 - Citywide Parks	0	0	226,536	0	0	0	0
1481 - Citywide Rec Facility	0	1,072,000	0	126,983	0	0	3,469
1541 - Park Dev Zone 1	0	0	350,621	3,469	0	0	3,469
1561 - Park Dev Zone 2	0	0	165,438	3,469	0	0	3,469
1581 - Park Dev Zone 3	0	0	0	3,469	0	0	3,469
1380 - Library Buildings	0	0	1,755,029	0	0	0	0
1501 - Libraries	0	638,614	1,356,549	152,592	0	0	17,563
1441 - Police Dept Facilities	0	1,148,565	0	0	0	0	0
1421 - Fire Protection Facilities	0	0	0	15,654	0	0	15,654
1620 - General Government	0	0	0	0	0	0	0
Sub-Total		\$3,902,669	\$4,901,196	\$375,133	\$150,000	\$0	\$81,646
ENTERPRISE/OTHER FUNDS							
2360 - Water & Sewer	7,922,648	32,940,000	7,530,000	8,600,000	0	0	1,000,000
2400 - Water	10,240,800	28,482,000	68,088,580	7,200,000	7,000,000	6,350,000	87,573,225
2420 - Sewer	3,734,246	8,573,000	3,460,000	9,978,000	3,550,000	12,200,000	24,700,000
2210 - Transportation Construction	6,815,149	6,941,866	6,150,935	5,918,732	3,526,082	3,536,162	164,753,802
2000 - HURF/Street Bonds	13,788,329	7,250,245	6,134,245	3,500,000	3,500,000	3,300,000	23,392,735
1650 - Transportation Grants	14,993,008	150,000	0	0	0	0	0
2480 - Sanitation	2,188,497	793,764	1,856,124	2,136,919	2,072,817	1,516,464	10,013,553
2440 - Landfill	6,061,410	1,966,898	6,242,616	9,699,058	6,831,097	2,234,598	4,567,138
2120 - Airport Capital Grants	1,004,751	4,750,410	1,043,665	2,856,347	1,862,119	286,590	0
1000 - General Fund	0	0	0	0	0	0	0
2070 - General Gov Cap	3,425,448	6,455,053	4,485,037	1,836,752	2,923,574	2,336,752	31,668,844
2150 - Technology Infrastructure	0	0	0	0	0	0	4,845,000
1220 - Arts Commission	483,849	200,000	200,000	200,000	142,943	0	0
Sub-Total	\$70,658,135	\$98,503,236	\$105,191,202	\$51,925,808	\$31,408,632	\$31,760,566	\$352,514,297
Grand Total	\$72,145,121	\$122,242,658	\$117,818,048	\$59,976,197	\$36,783,032	\$37,161,761	\$540,638,086
Total FY 2017 Funding		\$194,387,779					



FUND SUMMARY: 1980-Street/Parking Bonds **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrover</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
68103 Street Scallop	0	617,607	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
68122 Capital Bridge Repair Program	0	502,833	0	0	0	0	0
Sub-Total - Existing Assets	0	1,120,440	0	0	0	0	0
New Assets							
0							
68124 *Parking Lot P1-91st & Maryland	0	6,092,500	0	0	0	0	0
68125 *Street Reconstruction Program	0	0	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
Sub-Total - New Assets	0	6,092,500	5,224,400	5,224,400	5,224,400	5,224,400	5,224,400
Total Project Expenses:	\$0	\$7,212,940	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400
Total FY 2017 Funding:		\$7,212,940					

PROJECT DETAIL: 1980-Street/Parking Bonds **Category: 20%**

Project: 68103 - Street Scallop (I) **Funding Source:** General Obligation Bonds

Project Description: The Scallop Street Program is used to complete street improvements to reduce traffic accidents, enhance traffic flow, provide safety to adjacent pedestrian traffic and to mitigate property flooding. Projects are selected based on need and available funding from a scallop street inventory maintained by the Engineering Department. Improvements may include pavement widening, curb and gutter, sidewalk, and ADA enhancements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$516,917	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$9,700	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$39,990	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$9,000	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$617,607	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M costs are not expected for this project.

PROJECT DETAIL: 1980-Street/Parking Bonds **Category: 20%**

Project: 68122 - Capital Bridge Repair Program (R) **Funding Source:** General Obligation Bonds

Project Description: This program is needed to maintain city bridges to meet Federal Highway Administration (FHWA) standards. There are 43 bridges that are inspected by Arizona Department of Transportation (ADOT) semi-annually. Under the National Bridge Inspection Program, administered by ADOT, the city is required to maintain its bridges to a satisfactory standard.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$4,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$14,333	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$502,833	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is required.

Project: 68124* - Parking Lot P1-91st & Maryland (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction for a surface parking lot located southwest of the intersection at Maryland Avenue and 91st Ave.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$6,000,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$92,500	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$6,092,500	\$0	\$0	\$0	\$0	\$0

Operating Description: Electricity for 400 lights, pavement maintenance and striping every 5 years, landscaping and irrigation.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$7,700	\$7,700	\$92,400
Utilities	\$0	\$0	\$0	\$39,000	\$39,000	\$195,000

Project: 68125* - Street Reconstruction Program (N) **Funding Source:** General Obligation Bonds

Project Description: Project provides for reconstruction of arterial and collector streets as identified in the Pavement Management Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000	\$5,000,000
Finance Charges	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Engineering Charges	\$0	\$0	\$24,400	\$24,400	\$24,400	\$24,400	\$24,400
Arts	\$0	\$0	\$50,000	\$50,000	\$50,000	\$50,000	\$50,000
Miscellaneous/Other	\$0	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000
TOTAL	\$0	\$0	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400	\$5,224,400

Operating Description:



FUND SUMMARY: 2140-Open Space/Trails Construction **Category: 20%**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
70000 Thunderbird Paseo Park Develop	0	0	0	0	0	1,998,675
70006 *T-bird Park Master Plan 2140	0	0	0	15,056	0	0
70007 *Open Space/Trails Master Plan	0	0	50,000	0	0	0
70008 *Thunderbird Park Imprvmt 2140	0	0	0	0	176,795	0
T1630 TCP Trail Improvements	0	0	0	0	0	2,639,898
Sub-Total - Existing Assets	0	0	50,000	15,056	0	4,638,573
New Assets						
0						
70003 City-Wide Trails System	0	0	0	0	0	1,020,000
70005 West Valley Multi-Modal Corrid	0	0	0	0	0	1,600,943
Sub-Total - New Assets	0	0	0	0	0	2,620,943
Total Project Expenses:	\$0	\$0	\$50,000	\$15,056	\$0	\$7,259,516
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70000 - Thunderbird Paseo Park Develop (I) **Funding Source:** General Obligation Bonds

Project Description: This project is for park improvements and renovations to maintain the 55 acre Thunderbird Paseo Linear Park. This includes tree replacement and additions, enhance landscaping with drought tolerant plant material; signage replacement; removal of asphalt surface; addition of concrete surface where asphalt existed; pedestrian/equestrian bridges; replacement of equipment located in the linear park; and address all mandated accessibility issues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$423,475
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,209,928
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$39,973
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$44,919
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$12,099
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$90,217
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$178,064
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,998,675

Operating Description: O and M expenses would vary based upon the specific type of future landscape improvements that are implemented. Supplies and contracts calculated at \$601 per acre X 50 acres (estimate value) plus inflation. A landscape water rate is calculated at \$0.22 per sq ft for 435,600 sq ft. All calculations are for 31 months of operation. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$96,174
Landscape	\$0	\$0	\$0	\$0	\$0	\$315,188

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70006* - T-bird Park Master Plan 2140 (I) **Funding Source:** General Obligation Bonds

Project Description: This project will update and revise the existing Thunderbird Conservation Park master plan. This is partial funding of this request, the balance is being requested in Fund 1520 DIF - Citywide Open Spaces in the amount of \$34,944.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$15,056	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$15,056	\$0	\$0	\$0

Operating Description:

Project: 70007* - Open Space/Trails Master Plan (I) **Funding Source:** General Obligation Bonds

Project Description: This project request is to revised and update the existing Open Space and Trails Master Plan completed in 2005. Since the approval of the current master plan, the development and use of trails and open space has increased and staff continue to receive requests for additional/expanded amenities.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$50,000	\$0	\$0	\$0	\$0

Operating Description:

Project: 70008* - Thunderbird Park Imprvmnt 2140 (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include construction/renovation of Thunderbird Conservation Park trails, restrooms, ramadas, shade structures and amenities as defined in the master plan update.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$154,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$12,000	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$1,540	\$0
Contingency	\$0	\$0	\$0	\$0	\$0	\$9,255	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$176,795	\$0

Operating Description:



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: T1630 - TCP Trail Improvements (I) **Funding Source:** General Obligation Bonds

Project Description: Based on the Thunderbird Conservation Park Master Plan recommendations, items to be addressed include ongoing repair and improvements of the 18 miles of natural surfaced trails. This would include ongoing replacement of trail signage and markers; enhance trail nodes and the trail heads along the trail system; removal of safety concerns and obstacles; rebuild trail washouts and mitigate washout areas; survey terrain for possible trail realignments; enhance scenic areas; removal of invasive plant species on the trails; widen trail system to accommodate multi-use designation; install trail interpretive signage; and re-vegetation of areas that have been impacted by rogue use. Project formally referred to as Thunderbird Park Improvements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$196,086
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,960,869
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$58,204
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$19,609
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$56,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$294,130
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,639,898

Operating Description: Supplies are based on 33 acres of improvements x \$601. Improvements will require a Service Worker II at \$53,310 with benefits, a Park Ranger with benefits at \$51,087, contracted labor assistance at \$25,000 per year, building maintenance at \$1.62 X 3,000 sq ft = \$4,860 annually; insurance is for 2 new employees at \$828 per person.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$458,320
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$70,248
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$17,214
Insurance	\$0	\$0	\$0	\$0	\$0	\$5,865
Landscape	\$0	\$0	\$0	\$0	\$0	\$11,097

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2140-Open Space/Trails Construction **Category: 20%**

Project: 70003 - City-Wide Trails System (N) **Funding Source:** General Obligation Bonds

Project Description: This project will implement recommendations for open space acquisition, trailhead land purchases, construction of pedestrian, bicycle, and equestrian paths and trails, and connectivity between areas of interest citywide that accommodates future growth and user demands. This may include improvement or enhancements to trails along the Grand Canal Linear Park, Thunderbird Paseo, Skunk Creek Linear Park and the Bridle Path.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$20,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$1,000,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000

Operating Description: Specific scope will determine the additional O and M costs which could include supplies and contracts for \$601 x 50 acres, Service Worker II w/ benefits, building maintenance is for additional lighting (260 poles X \$153 per pole), insurance is for a new staff member at \$828 a year, and landscape is based on 50 acres of newly developed trails at \$.22 per square foot. Other operating calculations have been based upon 50 acres. A supplemental budget request will be submitted once the project is near completion.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Staffing	\$0	\$0	\$0	\$0	\$0	\$141,909
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$83,451
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$110,472
Insurance	\$0	\$0	\$0	\$0	\$0	\$2,299
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$8,170
Landscape	\$0	\$0	\$0	\$0	\$0	\$206,038

Project: 70005 - West Valley Multi-Modal Corrid (N) **Funding Source:** General Obligation Bonds

Project Description: This is to construct a multimodal trail system along the Agua Fria River Corridor as per the Maricopa Association of Governments West Valley Rivers Trails Plan. The trail system will link with other trails in and around the City of Glendale connecting parks and other recreation facilities, and serve new and existing residents.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$270,277
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,110,057
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$11,101
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$166,508
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,600,943

Operating Description: Supplies and contracts include \$601x 10 acres. Building maintenance costs include 34 low-level security lights for rest nodes and trail at \$75 per light and \$13 per lamp for bulb replacement. Landscape includes maintenance of approximately 435,600 sq ft x \$.0927per sq ft, water at \$.22 per sq ft x 435,600 sq ft, and ramada cleaning/maintenance at \$4,000 per ramada x three ramadas.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$6,010
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$14,992
Landscape	\$0	\$0	\$0	\$0	\$0	\$95,832

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



FUND SUMMARY: 2060-Parks Construction **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
70510 Park Enhancements	0	0	0	0	0	0	10,921,641
70515 T-Bird Park Improvements	0	0	0	0	0	0	2,902,993
70540 Grounds & Facilities Imprvmnts	0	0	0	0	0	0	3,914,523
70546 *Sahuaro Ranch Park Master Plan	0	50,000	0	0	0	0	0
T1715 Play Structure Improvements	0	0	0	0	0	0	2,874,890
<i>Replacement of Existing Assets</i>							
70500 Parks Redevelopment	0	0	0	0	0	0	27,417,240
70512 Facilities Renovation	0	0	0	0	0	0	9,906,161
70526 Multiuse Sports Field Lighting	0	0	0	0	0	0	4,723,297
70535 Paseo Racquet Center Park	0	0	0	0	0	0	7,045,478
70541 Parks Capital Equipment	0	0	0	0	0	0	1,224,490
T1712 Aquatic Facility Renovation	0	0	0	0	0	0	7,232,945
T1713 Foothills Center Renovation	0	0	0	0	0	0	1,889,025
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>50,000</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>80,052,683</i>
Total Project Expenses:	\$0	\$50,000	\$0	\$0	\$0	\$0	\$80,052,683
Total FY 2017 Funding:		\$50,000					

PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70510 - Park Enhancements (I)

Funding Source:

General Obligation Bonds

Project Description:

Ongoing park enhancements are vital in the city's effort to improve and enhance park functionality and appeal. Staff continually assesses park amenities and infrastructure, and strive to meet the demands park users place on park land and facilities. Park enhancements focus on a variety of elements and amenities within the existing park setting, and can be urgent in nature or planned. Typical park enhancements include new sport courts; additional low-level security lighting; picnic areas; picnic benches; Americans with Disabilities Act (ADA) issues; shade structures, landscape, and other amenities added to existing park sites. Ongoing enhancements typically address service gaps in the level of service requirements outlined in the Parks and Recreation Master Plan and federal, state, and local mandates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$926,587
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$8,547,040
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$174,429
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$85,470
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$845,615
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$10,921,641

Operating Description:

In most cases, park enhancements will have little or no impact on the O and M. In fact, in many cases the enhancements allow for a more efficient operation of infrastructure and amenities. O and M will be impacted when additional amenities are introduced to the park, such as ramadas, additional low-level lighting, etc. Supplies/contracts include \$601 x 4 acre. Building Maintenance includes an average of 10 additional low level security lighting x \$150 for electricity, and \$21 per lamp for replacement. Landscape maintenance \$.22 x 43,560 sq ft. A supplemental will be submitted.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$147,960
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$105,250
Landscape	\$0	\$0	\$0	\$0	\$0	\$584,820



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70515 - T-Bird Park Improvements (I)

Funding Source:

General Obligation Bonds

Project Description:

This project will continue the implementation of the Thunderbird Conservation Park Master Plan recommendations and improvements including the removal of invasive plant species and re-vegetation, signage upgrades, repairs or replacements to existing ramadas, picnic tables, grills, restrooms and other infrastructure. It will also address the continuation of re-vegetation, as well as the installation of new park elements, such as ramadas and parking lot improvements.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$646,739
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,847,826
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$57,777
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$18,478
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$277,173
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,902,993

Operating Description:

Improvements have an O and M impact for two new 750 sq ft restrooms with associated utilities and supplies. Supplies are based on 33 acres of improvements x \$601. Improvements will require a Service Worker II at \$53,310 with benefits, a Park Ranger with benefits at \$51,087, contracted labor assistance at \$25,000 per year, utilities at \$2.70 per sq ft X 3,000 sq ft = \$8,100; building maintenance at \$1.62 X 3,000 sq ft = \$4,860 annually; equipment maintenance is for two added pole lights at \$358 annually; insurance is for two new employees at \$828 per person; ramada cleaning at \$3,000 each at five new ramadas, building water at \$0.195 sq ft or \$49 per month.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Staffing	\$0	\$0	\$0	\$0	\$0	\$485,932
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$69,578
Utilities	\$0	\$0	\$0	\$0	\$0	\$28,250
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$29,912
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$2,203
Insurance	\$0	\$0	\$0	\$0	\$0	\$28,259
Landscape	\$0	\$0	\$0	\$0	\$0	\$21,431
Water	\$0	\$0	\$0	\$0	\$0	\$1,930

Project: 70540 - Grounds & Facilities Imprvmnts (I)

Funding Source:

General Obligation Bonds

Project Description:

This project addresses renovations and golf course enhancements that may not otherwise be included or covered in the golf course management agreements. Issues to be addressed include golf course grounds and infrastructure at Glendale's Glen Lakes and Desert Mirage golf courses. Improvements will include modifying or enhancing greens, tees, fairways, cart paths, irrigation systems, lakes, driving ranges, parking lots, fence replacement, and pro-shops for both municipal golf courses.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$875,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$77,085
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$62,438
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$375,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,914,523

Operating Description:

No additional O and M is needed.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: 70546* - Sahuaro Ranch Park Master Plan (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include developing a master plan for the 17 acre, historic area of Sahuaro Ranch Park which includes 13 original buildings, a rose garden, barnyard and historic orchards. The historic area has been a cultural asset that celebrates the city's historic beginnings. Listed on the National Registry of Historic Places and known as the "Showplace of the Valley," the Sahuaro Ranch Historic Area offers activities, exhibits and guided tours—keeping the history of early settlement in the Valley alive.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: T1715 - Play Structure Improvements (I) **Funding Source:** General Obligation Bonds

Project Description: This project involves replacing all playground components and playground surfacing in city parks to be more compliant with changes to the Americans with Disabilities Act (ADA), U.S. Consumer Product Safety Commission (CPSC), the American Society for Testing and Materials (ASTM), and play units and components that have been removed due to vandalism or ongoing wear and tear.

In 2011, all of these organizations made significant changes to the laws, guidelines, and standards as it relates to playground accessibility, use, and safety. Subsequent evaluations by staff who are certified as Playground Safety Inspectors (CPSI) resulted in a comprehensive annual audit of all playgrounds to identify all play structure, playground, and playground surface deficiencies. The annual audit identified multiple playgrounds requiring varying levels of update to meet the new ADA, CPSC, and/or the ASTM laws, guidelines, and/or regulations. External audits of the playgrounds confirmed CPSI findings

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$50,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$56,390
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$8,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$500
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$360,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,874,890

Operating Description: No additional O and M is required. The new laws, guidelines, and standards would actually reduce O and M by reducing the staff time to conduct head and torso inspections, and tilling sand fall zones.



PROJECT DETAIL: 2060-Parks Construction

Category: 20%

Project: 70500 - Parks Redevelopment (R)

Funding Source:

General Obligation Bonds

Project Description:

This project is designed as a proactive focus for revitalizing parks currently in the city's inventory that have shown signs of deteriorating infrastructure, amenities, and/or landscape. The purpose of the redevelopment process is to heighten or restore the overall functionality of the park for the users, while at the same time enhancing the operating efficiency. As in the past, staff identify strategies that are designed to revive a park's existing strengths and develop new or enhanced functions of the park. Development strategies, service gaps, and needs are identified and addressed during the design and construction phase. Depending on the park category, location, size, and level of service, each requires a distinct level of funding to address an assortment of services or operational improvements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$6,283,947
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$18,239,851
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$548,341
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$122,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$182,399
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$2,040,702
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$27,417,240

Operating Description:

Supplies and contracts are based on 10 acres x \$601 per acre. Building Maintenance includes an additional 30, low-level park lighting at \$171 per pole. These parks are currently maintained, so staff doesn't project additional landscape maintenance costs. Water would include the addition of 40 drinking fountains at \$88 each. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$36,990
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$31,574
Water	\$0	\$0	\$0	\$0	\$0	\$17,600

Project: 70512 - Facilities Renovation (R)

Funding Source:

General Obligation Bonds

Project Description:

The proposed renovations address planned and/or unexpected restoration improvements and infrastructure replacement at existing park and recreation buildings, centers, ball field complex sites, group ramada pavilions, restrooms, and tennis and golf complexes. Funds are used citywide to provide ongoing renovation to existing facilities. The specific facilities that receive assistance from this project are targeted through an ongoing assessment and feedback from citizens and staff.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$8,093,137
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$198,123
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$120,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$80,931
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$200,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,213,970
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$9,906,161

Operating Description:

New O and M expenses are not usually encountered with restoration activities.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: 70526 - Multiuse Sports Field Lighting (R) **Funding Source:** General Obligation Bonds

Project Description: The Parks and Recreation has 25 lighted sports fields that are used for various youth and adult sports program and cultural events. Of the 25 lighted sports fields, 5 of the sports fields have athletic field lighting and lighting infrastructure that are over 15 years old. This project involves the renovation or replacement of existing sports lights that have illumination depreciation or no longer meet current illumination standards and those facilities where the lighting systems are currently depreciating and will require replacement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$705,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$3,528,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$94,466
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$78,311
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$35,280
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$282,240
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,723,297

Operating Description: This project will not require additional O and M. The bid specifications would be performance based and would require the contractor to perform bulb replacements. The newer lighting technology would operate more efficiently, thus reducing electrical consumption and O and M.

Project: 70535 - Paseo Racquet Center Park (R) **Funding Source:** General Obligation Bonds

Project Description: The park project has two components: Paseo Sports Complex and Paseo Racquet Center, both of which are in this park. The Sports Complex work will include the replacement of the lighting system, outdoor sound system, all fencing, restroom and concessions building. At the Paseo Racquet Center, necessary repairs include court overlays, court resurfacing, lighting, fencing and building restoration and improvements.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,579,200
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,512,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$139,858
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$45,120
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$676,800
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,045,478

Operating Description: These capital improvements are to existing facilities and will likely decrease O and M expenses.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: 70541 - Parks Capital Equipment (R) **Funding Source:** General Obligation Bonds

Project Description: The Parks Department has 10 pieces of equipment currently in the fleet that are 10 years or older, and 18 pieces of equipment that are 13 years or older. All are not included as part of the City's Vehicle Replacement Fund and have passed their average effective lifespan. Replacing old, outdated equipment such as mowers, sod cutters, aerators, paint machines, trailers, utility vehicles, specialized chain saws, park/facility maintenance equipment, ball field preparation machines and equipment are essential to the care and maintenance of facilities and parks. The equipment has outlasted its useful and effective lifespan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$24,490
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,200,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,224,490

Operating Description: No additional O & M as the purchase of equipment would simply replace the existing.

Project: T1712 - Aquatic Facility Renovation (R) **Funding Source:** General Obligation Bonds

Project Description: This project includes the renovation and restoration of existing aquatic facilities (Foothills and Rose Lane) owned by the City and operated by the Parks and Recreation Division. The aquatic facilities require annual attention and frequent repairs to remain relevant and useful. Projects, such as, replastering of the water vessels; patching and repairs to the pool decking; replacement of shade canopies; pool pumps and other equipment are needed to ensure continued compliance with all federal, state and county health code requirements. Other items to be considered periodically include slide repair and/or replacement; repair or replacement of play structure components; electrical infrastructure; diving boards; and pool heaters

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,350,822
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,650,207
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$144,659
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$46,502
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$948,255
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$7,232,945

Operating Description: No additional O and M needed.



PROJECT DETAIL: 2060-Parks Construction **Category: 20%**

Project: T1713 - Foothills Center Renovation (R) **Funding Source:** General Obligation Bonds

Project Description: This project involves the replacement of recreation center equipment that has an expected useful life span of 5-7 years and renovation of the facility. Replacement of fitness room equipment; existing audio/visual equipment; carpeting; room dividers; window blinds; chillers and boilers to the building; security systems; ongoing resurfacing of the multi-purpose area; enhance lighting in the exterior and interior; and parking lot resurfacing.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$189,625
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$758,500
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$37,040
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$80,500
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$40,769
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$7,585
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$634,500
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$140,506
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,889,025

Operating Description: No additional O and M is needed for this project.



FUND SUMMARY: 2160-Library Construction **Category: 6%**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
T2810 Library Renovation	0	0	0	0	0	11,590,260
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>11,590,260</i>
Total Project Expenses:	\$0	\$0	\$0	\$0	\$0	\$11,590,260
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2160-Library Construction **Category: 6%**

Project: T2810 - Library Renovation (I) **Funding Source:** General Obligation Bonds

Project Description: This is a request to modernize the three branch libraries to meet the expectations of the community. This project will include renovating and updating the interior spaces at the Velma Teague Branch Library (built in 1969), the Main Library (built in 1987) and Foothills Branch Library (built in 1999).

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$227,260
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$11,363,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$11,590,260

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2040-Public Safety Construction **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
81078 *Regional Wireless Cooperative	0	1,202,685	2,351,250	2,351,250	0	0	0
<i>Replacement of Existing Assets</i>							
75024 800MHz Comm Equip	0	0	0	0	0	0	1,408,819
75034 Engine & Ladder Replacement	0	0	0	0	0	0	3,920,612
Sub-Total - Existing Assets	0	1,202,685	2,351,250	2,351,250	0	0	5,329,431
New Assets							
0							
75020 City Court Building	0	0	0	0	0	0	43,075,302
T5536 Fire Station - Western Area	0	0	0	0	0	0	12,812,628
Sub-Total - New Assets	0	0	0	0	0	0	55,887,930
Total Project Expenses:	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$61,217,361
Total FY 2017 Funding:		\$1,202,685					

PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 81078* - Regional Wireless Cooperative (I) **Funding Source:** General Obligation Bonds

Project Description: This project helps fund the city's share of membership in the Regional Wireless Cooperative (RWC) digital communications system (two way radio). Fees associated with this membership cover the operational and maintenance costs on a per radio basis as well as special assessment fees. Membership in the RWC provides enhances service, redundancy and increased coverage for all city departments. Most importantly, interoperability not only within city departments but also valley wide partners, is greatly increased. The city's "Gold Elite" consoles will require replacement upon the upgrade to IP-based radio communications as will portable and mobile radios used in the field which have reached their recommended end of life. In addition, this includes upgrades to our radio hardware due to known and anticipated upgrades and mandates which will make our current radio system obsolete.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
IT/Phone/Security	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$0
TOTAL	\$0	\$1,202,685	\$2,351,250	\$2,351,250	\$0	\$0	\$0

Operating Description:

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 75024 - 800MHz Comm Equip (R) **Funding Source:** General Obligation Bonds

Project Description: Replacement and/or upgrade of existing radios for the Regional Wireless Cooperative to assure the department continues to meet Federal Communications Commission requirements for Public Safety radio transmissions as mandated and/or to replace radios that have met or exceeded their life expectancy and require technology upgrades. The life expectancy for radios is 8 to 10 years.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$28,176
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,380,643
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,408,819

Operating Description: O and M includes network fees annually at \$94.59 per month, per radio for 196 radios, as identified by the RWC for FY2018/2019. The department will submit a supplemental in the future for the additional O and M. Annual ongoing O and M before inflationary increases: \$222,476.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$224,476

Project: 75034 - Engine & Ladder Replacement (R) **Funding Source:** General Obligation Bonds

Project Description: To maximize the safe use of Emergency Code 3 Apparatus the Fire Department's replacement plan indicates that front line engines should be replaced at 7 years or 100,000 miles and be moved into a reserve status. Ladder trucks should be replaced after 15 years or 100,000 miles. The department will maintain a reserve fleet of one reserve truck for every two front line trucks. This CIP request is for a continuous plan for replacement of the department's Code 3 Apparatus in an effort to be compliant with the National Fire Protection Association Standards for emergency apparatus. Our fleet now averages 11 years old and 150,000 miles of service.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$78,412
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$3,842,200
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,920,612

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: 75020 - City Court Building (N) **Funding Source:** General Obligation Bonds

Project Description: Construction will resume on the city court building in the future years. As of the end of December 2009, the structure was built to ground level. When completed the building is expected to be approximately 90,000 net square feet and include 10 courtrooms. There is the possibility of additional costs due to the delay in construction.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$4,742,010
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$31,613,404
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$861,506
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$2,235,868
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$139,968
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$316,134
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$3,166,412
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$43,075,302

Operating Description: O and M would be needed starting in FY 2022 and includes a Building Maintenance Worker, two Custodians, a Day Porter and three Detention Officers. Other items include, utilities and electricity, security, building and elevator maintenance, parking lot sweeping and custodial supplies. There are \$213,800 in one-time expenses in FY 2021 including one-time purchases of vehicles and other essential supplies. The O and M related to opening the new facility does not include current grant-funded and one-time funded staff and operational costs. These costs total \$577,269. O and M costs for additional court positions will also be needed starting in the year the building is occupied. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$1,453,002
Utilities	\$0	\$0	\$0	\$0	\$0	\$184,533
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$250,966
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$47,056
Insurance	\$0	\$0	\$0	\$0	\$0	\$51,671
Electrical	\$0	\$0	\$0	\$0	\$0	\$1,107,210
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$18,684
Landscape	\$0	\$0	\$0	\$0	\$0	\$27,426
Water	\$0	\$0	\$0	\$0	\$0	\$38,579
Refuse	\$0	\$0	\$0	\$0	\$0	\$22,492



PROJECT DETAIL: 2040-Public Safety Construction **Category: 20%**

Project: T5536 - Fire Station - Western Area (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction of a 15,000 sq ft, four bay fire station, with firefighter quarters for 18 personnel, furniture, fixtures, equipment, office space and storage. Equipment includes one engine. This facility will respond to the surrounding areas between Northern Avenue and Camelback Road and 83rd to 115th Avenues. This fire station would house a fire pumper 24/7 initially, with further expansion of ladders and medic units as growth demands.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$2,395,800
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,407,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,226,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$256,253
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$156,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$52,260
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,601,040
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,625,775
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$12,812,628

Operating Description: Additional O and M would be needed starting in March of 2021. Staffing includes the salary and benefits for 12 Firefighters, 3 Captains, 3 Engineers and .5 FTE Building Maintenance Worker. Also includes promotions, training, medic pay, station supplies, station and equipment maintenance, telephone charges, grounds maintenance, insurance and one-time cost in the amount of \$486,895 to recruit, test, hire and to send 18 firefighters to the training academy and six to medic school. Utilities, building maintenance, supplies and custodial services for 15,000 sq ft of space. PC replacement contributions for 3 computers and 1 color printer replacement = \$2,182. Landscaping estimated at \$0.22 per sq ft for 15,000 sq ft. Water estimated at \$0.195 per sq ft. Refuse estimated at \$342.26 x 12 months. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$3,844,622
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$703,502
Utilities	\$0	\$0	\$0	\$0	\$0	\$146,398
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$434,875
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$57,327
Insurance	\$0	\$0	\$0	\$0	\$0	\$36,165
Electrical	\$0	\$0	\$0	\$0	\$0	\$72,695
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$62,820
Landscape	\$0	\$0	\$0	\$0	\$0	\$9,501
Water	\$0	\$0	\$0	\$0	\$0	\$8,421
Refuse	\$0	\$0	\$0	\$0	\$0	\$11,824



FUND SUMMARY: 2130-Cultural Facility Construction **Category: 6%**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
84309 *Sahuaro Ranch Park Improvments	0	100,000	100,000	84,550	0	0
<i>Sub-Total - Existing Assets</i>	0	100,000	100,000	84,550	0	0
Total Project Expenses:	\$0	\$100,000	\$100,000	\$84,550	\$0	\$0
Total FY 2017 Funding:	\$100,000					

PROJECT DETAIL: 2130-Cultural Facility Construction **Category: 6%**

Project: 84309* - Sahuaro Ranch Park Improvments (I) **Funding Source:** General Obligation Bonds

Project Description: This project will include the renovation and stabilization of the historic area of Sahuaro Ranch Park over a three year period. The historic area includes 13 original buildings, a rose garden, barnyard and historic orchards and has been a cultural asset that celebrates the city's historic beginnings. Listed on the National Register of Historical Places and known as the "Showplace of the Valley," the Sahuaro Ranch Historic Area offers activities, exhibits and guided tours—keeping the history of early settlement in the Valley alive.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$87,165	\$87,165	\$75,000	\$0	\$0	\$0
Engineering Charges	\$0	\$5,753	\$5,753	\$4,950	\$0	\$0	\$0
Arts	\$0	\$872	\$872	\$750	\$0	\$0	\$0
Contingency	\$0	\$6,210	\$6,210	\$3,850	\$0	\$0	\$0
TOTAL	\$0	\$100,000	\$100,000	\$84,550	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2100-Economic Development Constructi **Category: 6%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84408 *Parking Lot P2-BHR and 95th	0	10,545,000	0	0	0	0	0
Sub-Total - New Assets	0	10,545,000	0	0	0	0	0
Total Project Expenses:	\$0	\$10,545,000	\$0	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$10,545,000					

PROJECT DETAIL: 2100-Economic Development Construc **Category: 6%**

Project: 84408* - Parking Lot P2-BHR and 95th (N) **Funding Source:** General Obligation Bonds

Project Description: Design and construction for a surface parking lot located south of Bethany Home Road between 91st and 95th avenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$10,000,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$115,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$200,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$10,545,000	\$0	\$0	\$0	\$0	\$0

Operating Description: Electricity for 400 lights, pavement maintenance and striping every 5 years, and landscaping and Irrigation.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2180-Flood Control Construction **Category: 20%**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
79004 Local Drainage Problems	1,486,986	726,128	0	0	0	0	2,694,100
Sub-Total - Existing Assets	1,486,986	726,128	0	0	0	0	2,694,100
New Assets							
0							
79013 Bethany Home SD, 79th-67th	0	0	0	0	0	0	6,306,500
79014 59th Ave & Thunderbird Rd SD	0	0	0	0	0	0	1,993,011
T2910 Bethany Home SD, 67th-58th	0	0	0	0	0	0	5,450,900
T7901 83rd Ave BethanyHm to Camelbac	0	0	0	0	0	0	3,126,706
T7902 Camelback Rd. 51st to 58th	0	0	0	0	0	0	3,126,706
Sub-Total - New Assets	0	0	0	0	0	0	20,003,823
Total Project Expenses:	\$1,486,986	\$726,128	\$0	\$0	\$0	\$0	\$22,697,923
Total FY 2017 Funding:	\$2,213,114						

PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: 79004 - Local Drainage Problems (I) **Funding Source:** General Obligation Bonds

Project Description: Construct localized storm drain improvements to mitigate drainage and/or flooding problems. This is an ongoing program that typically addresses drainage problems in older neighborhoods, residential areas and extends existing storm drain systems.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Construction	\$0	\$726,128	\$0	\$0	\$0	\$0	\$2,300,000
Construction	\$1,451,058	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
Engineering Charges	\$20,128	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,100
Arts	\$15,800	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$23,000
TOTAL	\$1,486,986	\$726,128	\$0	\$0	\$0	\$0	\$2,694,100

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.



PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: 79013 - Bethany Home SD, 79th-67th (N) **Funding Source:** General Obligation Bonds

Project Description: Construct storm drain pipe, inlets and other appurtenances in Bethany Home Road from 79th Avenue to 67th Avenue. Construction costs are to be shared with Maricopa County Flood Control District (50%). Total estimated project cost is \$10.3M. The funds in this account only reflect the City's portion. The project will include storm drain pipe, catch basins, and appurtenances.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,400,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$60,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$54,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$6,306,500

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.

Project: 79014 - 59th Ave & Thunderbird Rd SD (N) **Funding Source:** General Obligation Bonds

Project Description: Project will construct a storm drain in 59th Avenue between the Thunderbird Road intersection and the Arizona Canal Drainage Channel.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$58,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,700,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$29,666
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,345
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$17,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$116,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,993,011

Operating Description: No additional O and M is required for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2180-Flood Control Construction **Category: 20%**

Project: T2910 - Bethany Home SD, 67th-58th (N) **Funding Source:** General Obligation Bonds

Project Description: Construct a storm drain in Bethany Home Road from 67th to 58th Avenues. Construction costs are to be shared with Maricopa County Flood Control District (50%). Total estimated project cost is \$8.9M. The funds in this account only reflect the City's portion (60%). The project will include storm drain pipe, catch basins, and appurtenances.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$480,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,680,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$51,600
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$46,800
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$100,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,450,900

Operating Description: Storm drain pipe requires little or no maintenance and in most cases will reduce existing maintenance because storm water does not pond in the street or other public facility.

Project: T7901 - 83rd Ave BethanyHm to Camelbac (N) **Funding Source:** General Obligation Bonds

Project Description: Installation of storm drain in 83rd from Bethany Home Rd. to Camelback Rd. as identified in the Stormwater Management Plan

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$46,206
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,126,706

Operating Description:

Project: T7902 - Camelback Rd. 51st to 58th (N) **Funding Source:** General Obligation Bonds

Project Description: Installation of storm drain Camelback Rd. from 51st to 58th Ave. Identified in the Stormwater Management Plan

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$46,206
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,126,706

Operating Description:



FUND SUMMARY: 1600-DIF-Roadway Improvements **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
67814 59th & Olive Ave (1600)	0	0	713,766	0	0	0
67817 *59th & Olive Ave (1602)	0	725,030	75,780	0	0	0
67818 *59th & Olive Ave (1601)	0	0	257,477	0	0	0
<i>Replacement of Existing Assets</i>						
67809 DIF Update	0	0	0	34,553	0	34,553
Sub-Total - Existing Assets	0	725,030	1,047,023	34,553	0	34,553
Total Project Expenses:	\$0	\$725,030	\$1,047,023	\$34,553	\$0	\$34,553
Total FY 2017 Funding:		\$725,030				

PROJECT DETAIL: 1600-DIF-Roadway Improvements **Category: DIF**

Project: 67814 - 59th & Olive Ave (1600) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes constructing improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$667,491	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$39,600	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$6,675	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$713,766	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.

Project: 67817* - 59th & Olive Ave (1602) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes relocation of utilities, purchase right-of-way and construct improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$125,030	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$67,062	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$8,047	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$671	\$0	\$0	\$0	\$0
Contingency	\$0	\$600,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$725,030	\$75,780	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.



PROJECT DETAIL: 1600-DIF-Roadway Improvements **Category: DIF**

Project: 67818* - 59th & Olive Ave (1601) (I) **Funding Source:** Development Impact Fees

Project Description: This project includes constructing improvements at the 59th and Olive avenues intersection. Improvements at the intersection include installation of turn lanes and bus bays.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$239,291	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$15,793	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$2,393	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$257,477	\$0	\$0	\$0	\$0

Operating Description: This project is to add capacity to the existing intersection. No additional O and M is anticipated based on current information.

Project: 67809 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the roadway improvements portion of the DIF study and updates.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$34,553	\$0	\$0	\$34,553
TOTAL	\$0	\$0	\$0	\$34,553	\$0	\$0	\$34,553

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1520-DIF-Citywide Open Space **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrlover</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
70453 Discovery Park	0	178,943	0	0	0	0
70454 Pasadena Park	0	139,517	0	0	0	0
70455 *Thunderbird Park Imprvmts 1520	0	0	0	0	150,000	0
70456 *T-Bird Park Mstr Plan 1520	0	0	0	34,944	0	0
Sub-Total - Existing Assets	0	318,460	0	34,944	150,000	0
Total Project Expenses:	\$0	\$318,460	\$0	\$34,944	\$150,000	\$0
Total FY 2017 Funding:		\$318,460				

PROJECT DETAIL: 1520-DIF-Citywide Open Space **Category: DIF**

Project: 70453 - Discovery Park (I) **Funding Source:** Development Impact Fees

Project Description: This project will create new amenities and infrastructure related to Discovery Park. Likely improvements include additional trails in the park and trail connections to the adjacent neighborhoods. Other improvements may include picnic ramadas, shaded rest areas, drinking fountains, enhanced open play areas, playground or exercise equipment, and other trail amenities and site improvements that address growth within the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,500	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$15,443	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$178,943	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 70454 - Pasadena Park (I) **Funding Source:** Development Impact Fees

Project Description: This project will create new amenities and infrastructure related to Pasadena Park. The project is proposed to include a multi-use loop path connection to adjacent sidewalks in the park and to make connections to the adjacent neighborhoods, as well as site improvements that address growth within this area of the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$114,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,140	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$12,377	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$139,517	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 1520-DIF-Citywide Open Space

Category: DIF

Project: 70455* - Thunderbird Park Imprvmts 1520 (I)

Funding Source: Development Impact Fees

Project Description:

Thunderbird Conservation Park continues to be one of the more popular facilities within the City of Glendale park system. With over 1,100 acres of undisturbed desert habitat, the ongoing maintenance of the existing eight main trails and the development of additional trails to meet the increasing demand is critical to maintaining the natural desert habitat.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$0	\$121,700	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$12,000	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$1,217	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$15,083	\$0	\$0
TOTAL	\$0	\$0	\$0	\$0	\$150,000	\$0	\$0

Operating Description:

Project: 70456* - T-Bird Park Mstr Plan 1520 (I)

Funding Source: Development Impact Fees

Project Description:

This project will update and revise the existing Thunderbird Conservation Park master plan. This is partial funding of this project, the balance is being requested in Fund 2140 Open Space and Trails in the amount of

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$34,944	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$34,944	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1460-DIF-Citywide Parks **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
72502 DIF Update	0	0	226,536	0	0	0
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>226,536</i>	<i>0</i>	<i>0</i>	<i>0</i>
Total Project Expenses:	\$0	\$0	\$226,536	\$0	\$0	\$0
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1460-DIF-Citywide Parks **Category: DIF**

Project: 72502 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the citywide parks portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1480-DIF-Citywide Rec Facility **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
72805 *Aquatics Center Improvements	0	5,000	0	0	0	0	0
72806 *Grand Canal Linear Prk Staging	0	23,150	0	0	0	0	0
72807 *Heroes Regional Park Study	0	50,000	0	0	0	0	0
72808 *Thunderbird Park Imprvmt 1480	0	0	0	123,514	0	0	0
72809 *Rose Lane Aquatics Storage	0	15,000	0	0	0	0	0
72810 *CS Dept Master Plan Update	0	245,000	0	0	0	0	0
72811 *FRAC Enhancements	0	30,000	0	0	0	0	0
72812 *Heroes Regional Park	0	564,012	0	0	0	0	0
72813 *Southern Park Maintenance Area	0	139,838	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
72801 DIF Update	0	0	0	3,469	0	0	3,469
Sub-Total - Existing Assets	0	1,072,000	0	126,983	0	0	3,469
Total Project Expenses:	\$0	\$1,072,000	\$0	\$126,983	\$0	\$0	\$3,469
Total FY 2017 Funding:	\$1,072,000						

PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

Project: 72805* - Aquatics Center Improvements (I) **Funding Source:** Development Impact Fees

Project Description: Purchase additional deck chairs to accommodate the spectator areas of the city aquatic facilities to address pool patron and expand the seating adjacent to the pools and to assist parents in their monitoring of children activities.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$5,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72806* - Grand Canal Linear Prk Staging (I) **Funding Source:** Development Impact Fees

Project Description: This project request is for the expansion of the Grand Canal Linear Park Equestrian Staging Facility located south of Bethany Home Road on 79th Avenue to accommodate additional demand for equestrian parking, trail use, and larger horse trailers. The recent completion of an additional segment of the New River trail and future plans to develop the segment of the Grand Canal will complete the connection of the two trails. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Improve existing and develop new trails, greenways and complete the Trails Master Plan".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$8,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$150	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$23,150	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility

Category: DIF

Project: 72807* - Heroes Regional Park Study (I)

Funding Source:

Development Impact Fees

Project Description:

The build-out of the remaining portions of the park are currently planned to be construction of an urban lake system, a softball/baseball field complex, soccer fields, open green space, additional walking and riding paths, a recreation and aquatics center, and a western area branch library which were postponed until financial capacity to construct is identified. Staff has continued to plan and/or obtain funding to further phase-in the various planned elements of the park, as appropriate. This project will update the existing master plan with more current and viable data as well as input from the public and key external and internal stakeholders. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Complete the Western Area Regional Park".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72808* - Thunderbird Park Imprvmt 1480 (I)

Funding Source:

Development Impact Fees

Project Description:

This project will provide funding for the development, construction and installation of park amenities and improvements. These amenities/improvements are in response to the growth in park visitors and users. This project complies with the City Council 2011 approved Parks and Recreation Master Plan secondary action plan recommended major areas of focus according to the priorities and interests of the community to "Enhance and improve Thunderbird Conservation Park".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$0	\$110,410	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$12,000	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$1,104	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$123,514	\$0	\$0	\$0

Operating Description:

Project: 72809* - Rose Lane Aquatics Storage (I)

Funding Source:

Development Impact Fees

Project Description:

This project will include the addition of a prefabricated storage unit at the Rose Lane Aquatics Center. This project complies with the 2011 Parks and Recreation Master Plan secondary action plan recommended major areas of focus according to the priorities and interests of the community to "Revitalize conditions of community and regional parks".

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$15,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

Project: 72810* - CS Dept Master Plan Update (I) **Funding Source:** Development Impact Fees

Project Description: With its inception in July 2014, the Community Services Department became a very diverse department that provide programs and services as well as operates and manages facilities throughout the city. The various work groups that make up the department have or have had previously approved master and strategic plans to help guide their operations, facility management/maintenance and program/service delivery. This project will incorporate existing division or work group master /strategic plans to help create a new department wide plan that will provide recommendations and outcomes based on the new department organizational and financial and structure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$245,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$245,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72811* - FRAC Enhancements (I) **Funding Source:** Development Impact Fees

Project Description: This project will include several facility improvements at the Foothills Recreation and Aquatics Center to address increased programming volume and demand in center use including additional security cameras, the addition of full size lockers to the active area, the installation of a multi-purpose floor in the Coyote Room and the modification of the existing gym floor to accommodate programming expansion.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$30,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72812* - Heroes Regional Park (I) **Funding Source:** Development Impact Fees

Project Description: This project request is for the completion of the half street improvements along the east side of 83rd Avenue at Heroes Regional Park. When the existing phases of the park were completed, the additional half street improvements for the east side of 83rd Avenue north of Bethany Home Road were part of the additional project items that were not completed due to budget and financing issues. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This project complies with the 2011 Parks and Recreation Master Plan primary action plan recommended major areas of focus according to the priorities and interests of the community to "Complete the Western Area Regional Park".

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$487,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,142	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,870	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$40,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$564,012	\$0	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 1480-DIF-Citywide Rec Facility **Category: DIF**

Project: 72813* - Southern Park Maintenance Area (I) **Funding Source:** Development Impact Fees

Project Description: Construct a materials/equipment maintenance area at Heroes Regional Park. Staff received direction from the City Council to move forward with this project at the 1/5/16 Workshop session. This area will provide storage for regular park maintenance materials and equipment. Locating the maintenance area in Heroes Park will help parks maintenance staff decrease the amount of travel time from the Operations Center to the western and southern area park facilities. This project can be expanded to complete the full future planned maintenance facility for Heroes Regional Park.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$126,572	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$1,266	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$139,838	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 72801 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the citywide recreation facilities portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 1540-DIF-Park Dev Zone 1 **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrvoer	New Funding				
Existing Assets						
<i>Improvement of Existing Assets</i>						
*Orangewood Vista 1460	0	0	226,536	0	0	0
73104 Orangewood Vista 1540	0	0	124,085	0	0	0
<i>Replacement of Existing Assets</i>						
73102 DIF Update	0	0	0	3,469	0	3,469
Sub-Total - Existing Assets	0	0	350,621	3,469	0	3,469
Total Project Expenses:	\$0	\$0	\$350,621	\$3,469	\$0	\$3,469
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1540-DIF-Park Dev Zone 1 **Category: DIF**

Project: * - Orangewood Vista 1460 (I) **Funding Source:** Development Impact Fees

Project Description: This phase will involve developing a two - acre portion of the remaining undeveloped 10-acre joint-use neighborhood park. The improvements will include a concrete pathway, ramada, and landscape. The school and the joint-use park were constructed to address the growth in the area and the increasing student enrollment in the neighboring schools in the Glendale Elementary School District. The service area for this joint-use park is without a neighborhood ramada and concrete walkways. The ramada, concrete pathway, and surrounding ground stabilization are the highest priorities. This project has additional funding in fund 1540 in the amount of \$124,384.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$210,536	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$13,895	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$2,105	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$226,536	\$0	\$0	\$0	\$0

Operating Description:

Project: 73104 - Orangewood Vista 1540 (I) **Funding Source:** Development Impact Fees

Project Description: This phase will involve developing a two-acre portion of the remaining undeveloped 10-acre joint-use neighborhood park. The improvements will include a concrete pathway, ramada, and landscape. The school and the joint-use park were constructed to address the growth in the area and the increasing student enrollment in the neighboring schools in the Glendale Elementary School District. The service area for this joint-use park is without a neighborhood ramada and concrete walkways. The ramada, concrete pathway, and surrounding ground stabilization are the highest priorities. This project has additional funding in fund 1460 in the amount of \$225,987.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$5,500	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$106,520	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$11,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$1,065	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$124,085	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project. Ramada cleaning would simply be incorporated into the park maintenance routine.



PROJECT DETAIL: 1540-DIF-Park Dev Zone 1 **Category: DIF**

Project: 73102 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 1 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1560-DIF-Park Dev Zone 2 **Category: DIF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrover	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
73404 Paseo Linear Park Additions	0	0	165,438	0	0	0	0
<i>Replacement of Existing Assets</i>							
73403 DIF Update	0	0	0	3,469	0	0	3,469
Sub-Total - Existing Assets	0	0	165,438	3,469	0	0	3,469
Total Project Expenses:	\$0	\$0	\$165,438	\$3,469	\$0	\$0	\$3,469
Total FY 2017 Funding:	\$0						

PROJECT DETAIL: 1560-DIF-Park Dev Zone 2 **Category: DIF**

Project: 73404 - Paseo Linear Park Additions (I) **Funding Source:** Development Impact Fees

Project Description: Additional amenities consist of accommodating community growth by expanding the multi-use path, adding pathway pullout nodes to relieve congestion and add additional active recreation play elements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$137,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$12,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$1,370	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$15,068	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$165,438	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for these projects.

Project: 73403 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 2 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1580-DIF-Park Dev Zone 3	Category: DIF
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	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>	
Capital Project Expenses	<u>Carrvoer</u>		<u>New Funding</u>				
Existing Assets							
<i>Replacement of Existing Assets</i>							
73702 DIF Update	0	0	0	3,469	0	0	3,469
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>3,469</i>	<i>0</i>	<i>0</i>	<i>3,469</i>
Total Project Expenses:	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
Total FY 2017 Funding:	\$0						

PROJECT DETAIL: 1580-DIF-Park Dev Zone 3	Category: DIF
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Project: 73702 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the neighborhood parks zone 3 portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469
TOTAL	\$0	\$0	\$0	\$3,469	\$0	\$0	\$3,469

Operating Description: No additional O and M is needed.



FUND SUMMARY: 1380-DIF-Library Buildings **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
New Assets						
0						
74252 *Western Area Library 1380	0	0	1,755,029	0	0	0
Sub-Total - New Assets	0	0	1,755,029	0	0	0
Total Project Expenses:	\$0	\$0	\$1,755,029	\$0	\$0	\$0
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1380-DIF-Library Buildings **Category: DIF**

Project: 74252* - Western Area Library 1380 (N) **Funding Source:** Development Impact Fees

Project Description: In October 2014 and after review by the Library Advisory Board and staff, Council provided direction to develop conceptual designs for the possible location of a Western Area Branch Library at either Heroes Regional Park or on the third/fourth floors of the Glendale Media Center. Regardless of its location, the facility would be 7500- 8000 square feet in size and would result in library services provided to this geographic area of Glendale. Should the Council provide direction to move forward with this project, this is a specific "placeholder" request that would provide funding for full design and construction beginning in FY 16-17 and carry into FY 17-18. This project is also funded in fund 1500 in the amount of \$1,370,549.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$0	\$0	\$1,380,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$49,680	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$13,800	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$311,549	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,755,029	\$0	\$0	\$0	\$0

Operating Description: O&M is included in project Western Area Library 1500.



FUND SUMMARY: 1500-DIF-Libraries **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
74752 DIF Update	0	0	0	17,563	0	17,563
Sub-Total - Existing Assets	0	0	0	17,563	0	17,563
New Assets						
0						
74751 Library Books - Pop. Growth	0	310,000	310,000	135,029	0	0
74755 *Western Area Library 1500	0	328,614	1,046,549	0	0	0
Sub-Total - New Assets	0	638,614	1,356,549	135,029	0	0
Total Project Expenses:	\$0	\$638,614	\$1,356,549	\$152,592	\$0	\$17,563
Total FY 2017 Funding:	\$638,614					

PROJECT DETAIL: 1500-DIF-Libraries **Category: DIF**

Project: 74752 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the library portion of the DIF updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$17,563	\$0	\$0	\$17,563
TOTAL	\$0	\$0	\$0	\$17,563	\$0	\$0	\$17,563

Operating Description: No additional O and M is needed.

Project: 74751 - Library Books - Pop. Growth (N) **Funding Source:** Development Impact Fees

Project Description: This project requests the use of collected DIF to continue the phased-in approach of increasing the number of library material at the three Glendale libraries using remaining DIF balance previously collected during the high-growth phase of Glendale.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$310,000	\$310,000	\$135,029	\$0	\$0	\$0
TOTAL	\$0	\$310,000	\$310,000	\$135,029	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 1500-DIF-Libraries

Category: DIF

Project: 74755* - Western Area Library 1500 (N)

Funding Source: Development Impact Fees

Project Description:

In October 2014 and after review by the Library Advisory Board and staff, Council provided direction to develop conceptual designs for the possible location of a Western Area Branch Library at either Heroes Regional Park or on the third/fourth floors of the Glendale Media Center. Regardless of its location, the facility would be 7500- 8000 square feet in size and would result in library services provided to this geographic area of Glendale. Should the Council provide direction to move forward with this project, this is a specific "placeholder" request that would provide funding for full design and construction beginning in FY 16-17 and carry into FY 17-18. This project is also funded in fund 1380 in the amount of \$1,755,029.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$318,263	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,003,861	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$10,351	\$32,649	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$10,039	\$0	\$0	\$0	\$0
TOTAL	\$0	\$328,614	\$1,046,549	\$0	\$0	\$0	\$0

Operating Description:

It is estimated O&M for this project is \$600,000 which includes 8.5 FTE's for a 40 hour per week operation. The ongoing O&M impact will be recalculated as a part of the final analysis of this potential project.



FUND SUMMARY: 1440-DIF-Police Dept Facilities **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
New Assets						
0						
12120 *Regional Wireless Cooperative	0	1,148,565	0	0	0	0
<i>Sub-Total - New Assets</i>	0	1,148,565	0	0	0	0
Total Project Expenses:	\$0	\$1,148,565	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$1,148,565				

PROJECT DETAIL: 1440-DIF-Police Dept Facilities **Category: DIF**

Project: 12120* - Regional Wireless Cooperative (N) **Funding Source:** Development Impact Fees

Project Description: The city gold elite consoles will require upgrade to IP-based radio consoles, including portable and mobile devices. The city's participation in the RWC provides for enhanced service, redundancy and increased coverage for public safety. Most importantly inoperability within city limits and also with valley wide partners is greatly increased.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$1,148,565	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,148,565	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 1420-DIF-Fire Protection Facilities **Category: DIF**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Replacement of Existing Assets</i>						
77001 DIF Update	0	0	0	15,654	0	15,654
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>15,654</i>	<i>0</i>	<i>15,654</i>
Total Project Expenses:	\$0	\$0	\$0	\$15,654	\$0	\$15,654
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 1420-DIF-Fire Protection Facilities **Category: DIF**

Project: 77001 - DIF Update (R) **Funding Source:** Development Impact Fees

Project Description: Development impact fee studies are required to be updated a minimum of every five years. The new fees are expected to take effect July 1, 2014. DIF legislation allows for fees collected to fund the DIF studies and updates. This is the fire facilities portion of the DIF study and updates.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$15,654	\$0	\$0	\$15,654
TOTAL	\$0	\$0	\$0	\$15,654	\$0	\$0	\$15,654

Operating Description: No additional O and M is needed.



FUND SUMMARY: 2360-Water & Sewer **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
60007 Arrwhd Wtr Reclam Fac Imps	6,552,616	25,442,000	0	0	0	0	0
60008 WAWRF Phase IV	910,303	2,368,000	0	0	0	0	0
60016 West Area WRF Improvements	159,729	4,250,000	5,950,000	4,600,000	0	0	0
<i>Replacement of Existing Assets</i>							
60010 Lab Data Management System	50,000	0	0	0	0	0	0
60014 SCADA Study & Replacement	250,000	500,000	0	0	0	0	1,000,000
Sub-Total - Existing Assets	7,922,648	32,560,000	5,950,000	4,600,000	0	0	1,000,000
New Assets							
0							
60015 Asset Mangement Program	0	300,000	1,500,000	1,500,000	0	0	0
60017 Integrated Water Master Plan	0	0	0	2,500,000	0	0	0
60018 *Laboratory Equipment	0	80,000	80,000	0	0	0	0
Sub-Total - New Assets	0	380,000	1,580,000	4,000,000	0	0	0
Total Project Expenses:	\$7,922,648	\$32,940,000	\$7,530,000	\$8,600,000	\$0	\$0	\$1,000,000
Total FY 2017 Funding:	\$40,862,648						

PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60007 - Arrwhd Wtr Reclam Fac Imps (I) **Funding Source:** Water & Sewer Revenues

Project Description: Replace and improve headworks, sand filters, odor control, fiber optics, clarifiers, civil, mechanical and electrical components at the Arrowhead Ranch Water Reclamation Facility. The construction and cash flow period to continue over the next three years. These improvements will enable the plant to consistently meet the A+ effluent water quality requirements.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$22,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$6,552,616	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$100,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$122,000	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$220,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$1,500,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$6,552,616	\$25,442,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60008 - WAWRF Phase IV (I) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct improvements and rehabilitation to the odor control and disinfection system as identified in the West Area Water Reclamation Facility Phase IV Master Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$307,380	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$437,633	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$25,800	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$7,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$72,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$27,344	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Arts	\$6,946	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$123,500	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$250,200	\$0	\$0	\$0	\$0	\$0
TOTAL	\$910,303	\$2,368,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 60016 - West Area WRF Improvements (I) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate, design and construct improvements to all process areas at the West Area WRF and raw sewage pump station (RSPS). To include improvements to civil, mechanical, plumbing, and electrical systems to continue to produce A+ effluent for reuse and recharge storage.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$159,729	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$4,000,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$5,500,000	\$4,500,000	\$0	\$0	\$0
Finance Charges	\$0	\$30,821	\$24,179	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,857	\$45,179	\$36,964	\$0	\$0	\$0
Arts	\$0	\$0	\$55,000	\$45,000	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$186,322	\$325,642	\$18,036	\$0	\$0	\$0
TOTAL	\$159,729	\$4,250,000	\$5,950,000	\$4,600,000	\$0	\$0	\$0

Operating Description:

Project: 60010 - Lab Data Management System (R) **Funding Source:** Water & Sewer Revenues

Project Description: Purchase of a new information management system to replace the outdated data system. The new information system will interface directly with laboratory instrumentation, integrate quality control processes, eliminate duplicate and manual data entry, and automate regulatory reporting.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: Additional O and M expenses are related to software license renewals/updates and system configuration hardware requirements. The additional O and M will be absorbed by the department.



PROJECT DETAIL: 2360-Water & Sewer **Category: Revenue**

Project: 60014 - SCADA Study & Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Study alternative information and communication systems to develop a plan for improvements and upgrade to new technologies to increase functionality of the Supervisory Control and Data Acquisition (SCADA) system. The system gathers process data for monitoring and controlling the treatment processes.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000
TOTAL	\$250,000	\$500,000	\$0	\$0	\$0	\$0	\$1,000,000

Operating Description:

Project: 60015 - Asset Mangement Program (N) **Funding Source:** Water & Sewer Revenues

Project Description: Study the current asset management information system functions and operational needs. Procure new management system and implement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$300,000	\$1,500,000	\$1,500,000	\$0	\$0	\$0
TOTAL	\$0	\$300,000	\$1,500,000	\$1,500,000	\$0	\$0	\$0

Operating Description:

Project: 60017 - Integrated Water Master Plan (N) **Funding Source:** Water & Sewer Revenues

Project Description: Conduct a comprehensive study to update the 2003 Water plan as amended in 2008 by the Groundwater plan; 2008 Wastewater plan; and the 2011 Stormwater Management plan and review the reclaimed water resources and use, facilities capacity, and infrastructure needs to serve the City of Glendale now and in the future. Then integrate into a Water Master Plan.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$2,500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 60018* - Laboratory Equipment (N) **Funding Source:** Water & Sewer Revenues

Project Description: Replace aging ion chromatograph and deionized water system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$80,000	\$80,000	\$0	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2400-Water **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	Carrvoer	New Funding					
Existing Assets							
<i>Improvement of Existing Assets</i>							
61023 Water System Security	0	100,000	0	0	0	0	500,000
61024 Cholla Water Plant Process Imp	1,975,989	4,282,000	8,410,000	0	0	0	6,100,000
61043 Pyramid Peak WTP Process Imp.	1,034,852	7,200,000	0	0	0	0	6,100,000
61045 Thunderbird Reservoir Misc. Im	80,000	250,000	0	0	0	0	0
61047 Citywide Meter Vault Imp	1,572,858	1,200,000	0	1,500,000	0	0	1,000,000
61049 Zone 3 Water Supply Imp.	221,187	500,000	0	0	0	0	0
61054 Distrib Sys Imprv - Citywide	500,000	500,000	500,000	500,000	0	0	0
61055 Oasis WTP Improvements	1,425,830	500,000	2,000,000	0	0	0	7,000,000
61060 *67th Ave Water line improv	0	0	0	600,000	1,500,000	0	0
<i>Replacement of Existing Assets</i>							
61001 Fire Hydrant Replacement	200,000	650,000	650,000	650,000	650,000	650,000	3,250,000
61013 Water Line Replacement	2,543,084	2,500,000	3,000,000	2,000,000	2,500,000	2,500,000	10,000,000
61015 Outer Loop Effluent Line	0	0	0	650,000	0	0	0
61048 City Wide Well Rehab	500,000	1,800,000	2,000,000	500,000	0	0	0
Sub-Total - Existing Assets	10,053,800	19,482,000	16,560,000	6,400,000	4,650,000	3,150,000	33,950,000
New Assets							
0							
61019 Storage and Recovery Well	0	0	0	0	700,000	2,700,000	3,900,000
61027 Water Line Extension	0	0	0	300,000	1,150,000	0	0
61038 Loop 101 Water Treatment Plant	0	0	0	0	0	0	43,023,225
61051 Accrual of Long-term Water Sto	0	500,000	500,000	500,000	500,000	500,000	2,500,000
61052 Recharge Storage Assessment	187,000	500,000	1,500,000	0	0	0	0
61056 White Mtn Apache Water Rights	0	0	6,690,580	0	0	0	0
61058 *Pyramid Peak WTP 54MGD Expan	0	8,000,000	42,838,000	0	0	0	0
61059 *Zone 3 Groundwater Wells	0	0	0	0	0	0	4,200,000
Sub-Total - New Assets	187,000	9,000,000	51,528,580	800,000	2,350,000	3,200,000	53,623,225
Total Project Expenses:	\$10,240,800	\$28,482,000	\$68,088,580	\$7,200,000	\$7,000,000	\$6,350,000	\$87,573,225
Total FY 2017 Funding:	\$38,722,800						

PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61023 - Water System Security (I) **Funding Source:** Water & Sewer Revenues

Project Description: Installation of equipment citywide to further enhance security of the city's water supply, treatment plants, and distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$100,000	\$0	\$0	\$0	\$0	\$500,000

Operating Description: No additional O and M is needed for this project.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61024 - Cholla Water Plant Process Imp (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve and rehabilitate all process areas and key component systems throughout the treatment plant, administration building, reservoir, and at the booster station. Construct chlorine gas generation facility in last five years to replace use of 1-ton containers.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$338,261	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$1,000,000
Construction	\$1,436,158	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$3,000,000	\$8,000,000	\$0	\$0	\$0	\$5,000,000
Finance Charges	\$0	\$27,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$22,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$156,423	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$25,556	\$51,111	\$0	\$0	\$0	\$38,333
Arts	\$22,647	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$30,000	\$80,000	\$0	\$0	\$0	\$50,000
Miscellaneous/Other	\$0	\$199,444	\$278,889	\$0	\$0	\$0	\$11,667
TOTAL	\$1,975,989	\$4,282,000	\$8,410,000	\$0	\$0	\$0	\$6,100,000

Operating Description:

Project: 61043 - Pyramid Peak WTP Process Imp. (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve and rehabilitate all process areas and key component systems throughout the treatment plant. Construct chlorine gas generation facility in last five years to replace use of 1-ton containers. City of Peoria shares in the capital and operating costs of the plant. They will fund 23% of the total costs.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$1,034,852	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$1,200,000	\$0	\$0	\$0	\$0	\$950,000
Construction	\$0	\$5,800,000	\$0	\$0	\$0	\$0	\$5,000,000
Finance Charges	\$0	\$10,111	\$0	\$0	\$0	\$0	\$33,889
Engineering Charges	\$0	\$62,162	\$0	\$0	\$0	\$0	\$52,838
Arts	\$0	\$58,000	\$0	\$0	\$0	\$0	\$50,000
Miscellaneous/Other	\$0	\$69,727	\$0	\$0	\$0	\$0	\$13,273
TOTAL	\$1,034,852	\$7,200,000	\$0	\$0	\$0	\$0	\$6,100,000

Operating Description: No additional O and M is required for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61045 - Thunderbird Reservoir Misc. Im (I) **Funding Source:** Water & Sewer Revenues

Project Description: The project includes a study to evaluate alternatives for enhancing water quality and the feasibility of adding 3-phase power at the Thunderbird Reservoir. Once the study is completed, design and construction of the recommended improvements are projected to proceed.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$80,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$230,000	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$2,500	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$10,222	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$2,300	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$4,978	\$0	\$0	\$0	\$0	\$0
TOTAL	\$80,000	\$250,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 61047 - Citywide Meter Vault Imp (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improve meter vault access per the city's design standards and rehabilitate, as needed, vault structure to meet safety requirements. Improve 124 vaults in four phases over multiple years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$356,325	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$300,000	\$0	\$400,000	\$0	\$0	\$200,000
Construction	\$0	\$840,000	\$0	\$1,000,000	\$0	\$0	\$750,000
Construction	\$966,591	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$10,510	\$0	\$14,100	\$0	\$0	\$14,925
Finance Charges	\$16,341	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$21,090	\$0	\$25,900	\$0	\$0	\$17,575
Engineering Charges	\$49,244	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$8,400	\$0	\$10,000	\$0	\$0	\$7,500
Arts	\$10,978	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$15,081	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$158,298	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$20,000	\$0	\$50,000	\$0	\$0	\$10,000
TOTAL	\$1,572,858	\$1,200,000	\$0	\$1,500,000	\$0	\$0	\$1,000,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61049 - Zone 3 Water Supply Imp. (I) **Funding Source:** Water & Sewer Revenues

Project Description: Rehabilitate specific portions of large water transmission main and related valves at 67th Avenue and Deer Valley Road and make improvements at the Hillcrest booster station to add reliability and redundancy within pressure Zone 2 and Zone 3 of the distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$221,187	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$29,700	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$15,800	\$0	\$0	\$0	\$0	\$0
TOTAL	\$221,187	\$500,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 61054 - Distrib Sys Imprv - Citywide (I) **Funding Source:** Water & Sewer Revenues

Project Description: Replace and rehabilitate pressure reduction valves, water instrumentation, flow meters, and transmission mains connections. Develop a citywide water modeling plan for the water distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$450,000	\$450,000	\$450,000	\$0	\$0	\$0
Construction	\$262,250	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$16,200	\$16,200	\$16,200	\$0	\$0	\$0
Engineering Charges	\$32,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$5,500	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,500	\$4,500	\$4,500	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$29,300	\$29,300	\$29,300	\$0	\$0	\$0
TOTAL	\$500,000	\$500,000	\$500,000	\$500,000	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61055 - Oasis WTP Improvements (I) **Funding Source:** Water & Sewer Revenues

Project Description: Study both the surface and groundwater treatment plants' condition. Design and construct efficiency and operation upgrades. Replace filter underdrain infrastructure and make improvements to booster pump station. Replace brine ponds in FY2022-23.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$400,000	\$0	\$0	\$0	\$0	\$1,200,000
Design	\$1,420,830	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,900,000	\$0	\$0	\$0	\$5,500,000
Construction	\$5,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$54,619	\$0	\$0	\$0	\$0	\$32,881
Engineering Charges	\$0	\$4,111	\$19,528	\$0	\$0	\$0	\$68,861
Arts	\$0	\$0	\$19,000	\$0	\$0	\$0	\$55,000
Miscellaneous/Other	\$0	\$41,270	\$61,472	\$0	\$0	\$0	\$143,258
TOTAL	\$1,425,830	\$500,000	\$2,000,000	\$0	\$0	\$0	\$7,000,000

Operating Description:

Project: 61060* - 67th Ave Water line improv (I) **Funding Source:** Water & Sewer Revenues

Project Description: Assess and rehabilitate water lines and connections south of Jomax along 67th Avenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$550,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,400,000	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$15,125	\$38,500	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$14,000	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$34,875	\$47,500	\$0	\$0
TOTAL	\$0	\$0	\$0	\$600,000	\$1,500,000	\$0	\$0

Operating Description:

Project: 61001 - Fire Hydrant Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to replace or rehabilitate approximately 290 fire hydrant and 260 water valves annually. Within the distribution system, there are over 8,400 fire hydrants and 24,000 water valves. Priority is determined by age and loss of function.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$125,000	\$125,000	\$125,000	\$125,000	\$125,000	\$625,000
Construction	\$200,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$487,500	\$487,500	\$487,500	\$487,500	\$487,500	\$2,437,500
Finance Charges	\$0	\$23,375	\$23,375	\$23,375	\$23,375	\$23,375	\$116,875
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Arts	\$0	\$4,875	\$4,875	\$4,875	\$4,875	\$4,875	\$24,375
TOTAL	\$200,000	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61013 - Water Line Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to rehabilitate large diameter water lines as identified in the Water Distribution System Evaluation Study conducted by CH2M-Hill. There are four locations citywide that will be rehabilitated over the next four years. New study will evaluate next rehabilitation locations for future years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$649,196	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$200,000	\$300,000	\$200,000	\$500,000	\$500,000	\$2,500,000
Construction	\$1,714,061	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$2,200,000	\$2,500,000	\$1,700,000	\$1,900,000	\$1,900,000	\$7,276,111
Finance Charges	\$33,944	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$11,010	\$54,481	\$9,208	\$10,000	\$10,000	\$85,329
Engineering Charges	\$127,883	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$13,508	\$15,759	\$10,694	\$13,508	\$13,508	\$55,023
Arts	\$0	\$22,000	\$25,000	\$17,000	\$19,000	\$19,000	\$72,761
Arts	\$18,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$53,482	\$104,760	\$63,098	\$57,492	\$57,492	\$10,776
TOTAL	\$2,543,084	\$2,500,000	\$3,000,000	\$2,000,000	\$2,500,000	\$2,500,000	\$10,000,000

Operating Description: No additional O and M is needed for this project.

Project: 61015 - Outer Loop Effluent Line (R) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate and recommend rehabilitation requirements of the effluent transmission line from the Arrowhead Ranch Water Reclamation Facility (ARWRF) .

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$500,000	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$15,600	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$29,400	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$5,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$650,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61048 - City Wide Well Rehab (R) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate existing groundwater wells and rehabilitate and improve the equipment to maintain high water quality and delivery service to meet the demand within the water distribution system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$350,000	\$300,000	\$0	\$0	\$0	\$0
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,100,000	\$1,500,000	\$400,000	\$0	\$0	\$0
Construction	\$300,000	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$26,825	\$33,300	\$7,400	\$0	\$0	\$0
Engineering Charges	\$17,200	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$11,000	\$15,000	\$4,000	\$0	\$0	\$0
Contingency	\$75,300	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$312,175	\$151,700	\$88,600	\$0	\$0	\$0
TOTAL	\$500,000	\$1,800,000	\$2,000,000	\$500,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 61019 - Storage and Recovery Well (N) **Funding Source:** Water & Sewer Revenues

Project Description: Install groundwater recharge and recovery wells for the purpose of recharging effluent from the Arrowhead Water Reclamation Facility for "recovering" recharge water credits.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$675,000	\$25,000	\$900,000
Construction	\$0	\$0	\$0	\$0	\$0	\$2,500,000	\$2,800,000
Engineering Charges	\$0	\$0	\$0	\$0	\$9,049	\$33,850	\$49,601
Arts	\$0	\$0	\$0	\$0	\$0	\$25,000	\$28,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$15,951	\$116,150	\$122,399
TOTAL	\$0	\$0	\$0	\$0	\$700,000	\$2,700,000	\$3,900,000

Operating Description:

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$338,310
Utilities	\$0	\$0	\$0	\$0	\$0	\$241,650
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$108,740



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61027 - Water Line Extension (N) **Funding Source:** Water & Sewer Revenues

Project Description: Water line extensions are installed where needed to extend the city's water transmission and distribution systems to meet projected demand from future development. Projects funded from this account typically involve city participation in pipeline over sizing and other distribution piping extensions as needed to accommodate projected growth.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$290,000	\$100,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$1,029	\$5,971	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$8,971	\$34,029	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$10,000	\$0	\$0
TOTAL	\$0	\$0	\$0	\$300,000	\$1,150,000	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 61038 - Loop 101 Water Treatment Plant (N) **Funding Source:** Water & Sewer Revenues

Project Description: Land for the Loop 101 water treatment plant was purchased in FY 2009 with payments from FY 2009 through FY 2013. The design and construction of the new plant has been deferred beyond FY 2022 due to reduced growth estimates.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$35,000,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$525,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$148,225
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$350,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$43,023,225

Operating Description: A supplemental will be submitted once the project is completed.

Project: 61051 - Accrual of Long-term Water Sto (N) **Funding Source:** Water & Sewer Revenues

Project Description: Utilize Groundwater Saving Facility and Central Arizona Project agreements to accrue long-term water storage credits. Purchase of recharge water for accrual of long-term water storage credits. The goal is to accrue 25,000 acre feet by 2025.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed at this time.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61052 - Recharge Storage Assessment (N) **Funding Source:** Water & Sewer Revenues

Project Description: Assessment of additional aquifer recharge capacity options and related hydrologic analyses required for obtaining required regulatory approvals and permits. Construct recharge infrastructure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$186,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$450,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$1,300,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$12,375	\$35,750	\$0	\$0	\$0	\$0
Engineering Charges	\$1,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$13,000	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$37,625	\$151,250	\$0	\$0	\$0	\$0
TOTAL	\$187,000	\$500,000	\$1,500,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed at this time.

Project: 61056 - White Mtn Apache Water Rights (N) **Funding Source:** Water & Sewer Revenues

Project Description: Acquire and develop renewable water supplies to increase the city's designation of assured water supply. Council approved on February 24, 2009, the White Mountain Apache Tribe (WMAT) Water Rights Settlement Agreement. On February 12, 2013, Council approved the Amended and Restated WMAT Water Quantification Agreement. These actions will result in settlement costs to receive up to 2,363 acre-feet of Central Arizona Project (CAP) water per year through a 100-year lease with WMAT and the U.S. Bureau of Reclamation.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$6,690,580	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$6,690,580	\$0	\$0	\$0	\$0

Operating Description:

Project: 61058* - Pyramid Peak WTP 54MGD Expan (N) **Funding Source:** Water & Sewer Revenues

Project Description: Expand plant treatment capacity to 54 Million Gallons per Day to meet city of Peoria future demand. City of Peoria will fund 100% of all design, construction, and administration costs. Expansion to coincide with other plant improvements. The construction and cash flow period to continue over the next three years..

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$7,500,000	\$1,252,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$37,510,000	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$224,716	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$28,875	\$149,234	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$375,100	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$246,409	\$3,551,666	\$0	\$0	\$0	\$0
TOTAL	\$0	\$8,000,000	\$42,838,000	\$0	\$0	\$0	\$0

Operating Description:



PROJECT DETAIL: 2400-Water **Category: Revenue**

Project: 61059* - Zone 3 Groundwater Wells (N) **Funding Source:** Water & Sewer Revenues

Project Description: Study and recommend possible groundwater wells in pressure zone 3. Then construct well sites and connection to distribution system.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$300,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$3,300,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$400
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$66,600
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$33,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,200,000

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2420-Sewer **Category: Revenue**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
63006 Arrowhead Sewer Lines	654,900	350,000	1,000,000	5,000,000	0	0	0
63010 91st Ave. Construction	0	1,023,000	710,000	528,000	500,000	500,000	2,500,000
T3613 Lift Station Recond. Program	0	500,000	500,000	500,000	0	0	2,000,000
<i>Replacement of Existing Assets</i>							
63003 99th Ave Interceptor Line	0	1,100,000	0	0	0	0	0
63016 Sewer Line Replacement	2,355,695	4,900,000	0	1,500,000	1,000,000	4,000,000	6,000,000
63024 Citywide Manhole Rehab	723,651	650,000	650,000	650,000	650,000	650,000	3,250,000
63026 Arrowhead Sewer Lines-phase 2	0	0	0	0	1,100,000	4,550,000	0
63027 Arrowhead Sewer Lines-phase 3	0	0	0	0	0	0	6,650,000
Sub-Total - Existing Assets	3,734,246	8,523,000	2,860,000	8,178,000	3,250,000	9,700,000	20,400,000
New Assets							
<i>0</i>							
63008 Sewers for Areas on Septic Sys	0	50,000	0	0	0	0	0
63017 Sewer Line Extension	0	0	600,000	1,400,000	0	0	0
63028 *95th Avenue Sewer Imprv	0	0	0	0	300,000	2,500,000	0
63029 *Sewer vactor truck	0	0	0	400,000	0	0	800,000
T3611 Glendale Ave 93rd-99th Ave	0	0	0	0	0	0	3,500,000
Sub-Total - New Assets	0	50,000	600,000	1,800,000	300,000	2,500,000	4,300,000
Total Project Expenses:	\$3,734,246	\$8,573,000	\$3,460,000	\$9,978,000	\$3,550,000	\$12,200,000	\$24,700,000
Total FY 2017 Funding:		\$12,307,246					

PROJECT DETAIL: 2420-Sewer **Category: Revenue**

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63006 - Arrowhead Sewer Lines (I) **Funding Source:** Water & Sewer Revenues

Project Description: To rehabilitate various wastewater collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report completed by Damon Williams and Associates. Phase 1 - from 79th Ave under loop 101 to ARWRF. The project is in three phases. This is phase 1.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$300,000	\$750,000	\$0	\$0	\$0	\$0
Design	\$350,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$254,900	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$4,800,000	\$0	\$0	\$0
Finance Charges	\$4,500	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$60,125	\$0	\$0	\$0	\$0
Engineering Charges	\$19,276	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,744	\$11,859	\$75,897	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$48,000	\$0	\$0	\$0
Arts	\$3,000	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$23,224	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$45,256	\$178,016	\$76,103	\$0	\$0	\$0
TOTAL	\$654,900	\$350,000	\$1,000,000	\$5,000,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 63010 - 91st Ave. Construction (I) **Funding Source:** Water & Sewer Revenues

Project Description: Improvements to the regional 91st Ave Wastewater Treatment Plant (WWTP) of which Glendale is part owner as a member of the Sub-Regional Operating Group (SROG). SROG consists of Glendale, Mesa, Phoenix, Tempe and Scottsdale.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$1,023,000	\$710,000	\$528,000	\$500,000	\$500,000	\$2,500,000
TOTAL	\$0	\$1,023,000	\$710,000	\$528,000	\$500,000	\$500,000	\$2,500,000

Operating Description: No additional O and M is needed for this project.

Project: T3613 - Lift Station Recond. Program (I) **Funding Source:** Water & Sewer Revenues

Project Description: Evaluate condition, design, and construct improvements to lift stations and related force mains. These facilities operate in a harsh environment, resulting in the need to create a program that will periodically rehabilitate and improve operations.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$400,000	\$0	\$0	\$0	\$0	\$400,000
Construction	\$0	\$0	\$400,000	\$400,000	\$0	\$0	\$1,300,000
Engineering Charges	\$0	\$7,586	\$7,586	\$7,586	\$0	\$0	\$32,241
Arts	\$0	\$0	\$4,000	\$4,000	\$0	\$0	\$13,000
Miscellaneous/Other	\$0	\$92,414	\$88,414	\$88,414	\$0	\$0	\$254,759
TOTAL	\$0	\$500,000	\$500,000	\$500,000	\$0	\$0	\$2,000,000

Operating Description: No additional O and M is needed at this time.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63003 - 99th Ave Interceptor Line (R) **Funding Source:** Water & Sewer Revenues

Project Description: Rehabilitate portions of the interceptor and related manholes as determined by the Sewer Condition Assessment Study conducted by Project Engineering Consultants. The 99th Avenue interceptor line is the final collector to deliver influent to the 91st Avenue Wastewater Treatment Plant. Glendale owns 70% equity in the line. Additionally, sampling station GL02 will be rehabilitated.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,100,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

Project: 63016 - Sewer Line Replacement (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to replace and rehabilitate sanitary sewer lines ranging in size from 8" to 27" and manholes as identified by the Sewer Evaluation Study prepared by HDR and Camp, Dresser and McKee (CDM) Engineers. Project will be completed in annual phases with priority to critical areas first.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$130,000	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$350,000	\$0	\$400,000	\$45,000	\$900,000	\$1,100,000
Construction	\$2,128,734	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$4,400,000	\$0	\$1,000,000	\$900,000	\$3,000,000	\$4,700,000
Finance Charges	\$34,352	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$19,000	\$0	\$7,000	\$4,800	\$20,000	\$29,000
Engineering Charges	\$44,809	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$32,525	\$0	\$9,586	\$6,471	\$26,704	\$39,714
Arts	\$0	\$44,000	\$0	\$10,000	\$9,000	\$30,000	\$47,000
Arts	\$17,800	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$54,475	\$0	\$73,414	\$34,729	\$23,296	\$84,286
TOTAL	\$2,355,695	\$4,900,000	\$0	\$1,500,000	\$1,000,000	\$4,000,000	\$6,000,000

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63024 - Citywide Manhole Rehab (R) **Funding Source:** Water & Sewer Revenues

Project Description: Program to rehabilitate existing sewer manholes located throughout the city based on the Sewer Master Plan in annual phases.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$75,000	\$75,000	\$75,000	\$75,000	\$75,000	\$375,000
Design	\$75,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$547,859	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$500,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Finance Charges	\$0	\$7,820	\$7,820	\$7,820	\$7,820	\$7,820	\$39,100
Finance Charges	\$15,640	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$17,631	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Arts	\$14,591	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
Contingency	\$52,930	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$52,930	\$52,930	\$52,930	\$52,930	\$52,930	\$264,650
TOTAL	\$723,651	\$650,000	\$650,000	\$650,000	\$650,000	\$650,000	\$3,250,000

Operating Description: No additional O and M is needed for this project.

Project: 63026 - Arrowhead Sewer Lines-phase 2 (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replace or rehabilitate various sewer collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report by Damon Williams and Associates. Phase 2 - in Union Hills road from 67th Avenue to 79th Avenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$1,000,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$4,200,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$17,788	\$74,712	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$42,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$82,212	\$233,288	\$0
TOTAL	\$0	\$0	\$0	\$0	\$1,100,000	\$4,550,000	\$0

Operating Description:



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63027 - Arrowhead Sewer Lines-phase 3 (R) **Funding Source:** Water & Sewer Revenues

Project Description: Replace or rehabilitate various sewer collection lines in the Arrowhead Ranch area to improve sewer flow conditions and reduce sewer odors as identified in a report by Damon Williams and Associates. Phase 3 - in 67th Avenue from Union Hills to Utopia.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,000,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$27,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$40,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$990,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$6,650,000

Operating Description:

Project: 63008 - Sewers for Areas on Septic Sys (N) **Funding Source:** Water & Sewer Revenues

Project Description: This project installs sewers in the areas currently on septic systems. This is residential customer driven in which a residential group (subdivision, neighborhood, street, etc.) must request that their area be connected to the city sewer system.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$9,730	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$35,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,920	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$350	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$50,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.

Project: 63017 - Sewer Line Extension (N) **Funding Source:** Water & Sewer Revenues

Project Description: Extend the sewer line from 95th Avenue to the west. Includes oversizing the sewer line and lift station.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$600,000	\$1,400,000	\$0	\$0	\$0
TOTAL	\$0	\$0	\$600,000	\$1,400,000	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



PROJECT DETAIL: 2420-Sewer **Category: Revenue**

Project: 63028* - 95th Avenue Sewer Imprv (N) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct parallel 18" sewer line along 95th Ave from Glendale road to the south to tie into the existing 24" line.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$285,000	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$0	\$2,400,000	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$1,500	\$12,000	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$5,838	\$49,162	\$0
Arts	\$0	\$0	\$0	\$0	\$0	\$24,000	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$7,662	\$14,838	\$0
TOTAL	\$0	\$0	\$0	\$0	\$300,000	\$2,500,000	\$0

Operating Description:

Project: 63029* - Sewer vacator truck (N) **Funding Source:** Water & Sewer Revenues

Project Description: Purchase sewer line cleaner (vacator) truck. Department operates with three such trucks. The oldest entered service in 2005 and has been reconditioned once. This is funding to replace the first one. The other two are scheduled in future years.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$400,000	\$0	\$0	\$800,000
TOTAL	\$0	\$0	\$0	\$400,000	\$0	\$0	\$800,000

Operating Description:

Project: T3611 - Glendale Ave 93rd-99th Ave (N) **Funding Source:** Water & Sewer Revenues

Project Description: Design and construct a parallel relief sewer line on Glendale Avenue from 93rd to 99th Avenue as growth occurs in the area.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$600,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,400,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$55,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$24,000
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$420,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000

Operating Description: No additional O and M is needed for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2210-Transportation Construction **Category: Transportation**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
65005 Smart Traffic Signals	353,000	329,850	0	528,318	0	0	0
65006 Bus Pullouts	0	0	0	327,175	335,223	343,369	1,841,663
65016 Northern Parkway	0	666,247	666,247	666,247	666,247	666,247	5,557,465
65022 Transp. Prog. Engr. Consultant	0	255,250	261,350	270,687	276,642	281,116	1,507,770
65023 *59th Avenue Improvements	0	0	0	0	0	0	36,612,157
65042 *51st Ave & Bell Rd	0	0	0	0	0	0	1,440,153
65051 *59th Avenue Safety	0	0	0	0	0	0	5,416,547
65069 Glendale Transportation Plan	0	0	0	0	0	0	890,936
65078 Airport Matching Funds	783,585	256,694	51,716	141,539	92,271	14,067	0
65089 Pavement Management	2,589,039	2,000,000	2,000,000	2,000,000	2,000,000	2,000,000	10,000,000
65096 *59th Ave & Olive Ave Safety	0	0	454,564	0	0	0	0
<i>Replacement of Existing Assets</i>							
65014 Transit Support Capital	0	54,160	58,900	9,900	0	0	78,825
65083 Speed Cushions	0	140,000	140,000	0	0	0	0
Sub-Total - Existing Assets	3,725,624	3,702,201	3,632,777	3,943,866	3,370,383	3,304,799	63,345,516
New Assets							
0							
65017 Light Rail Design/Construction	0	0	0	0	0	231,363	101,408,286
65030 Multi-Use Pathway Grand Canal	100,000	0	0	0	0	0	0
65063 New River - Multi-use Pathway	1,606,806	0	0	0	0	0	0
65080 Bell/101 Park&Ride/Transit Ctr	1,277,975	0	0	0	0	0	0
65091 Airport RPZ Acquisition	0	1,850,000	1,850,000	1,850,000	0	0	0
65097 New River North Shareduse Path	0	0	247,431	0	0	0	0
65098 Widen 55th Ave for bike lanes	74,744	252,765	0	0	0	0	0
65099 Neighborhood Pathways Connect	30,000	0	234,456	0	0	0	0
65100 *Transit Study - Light Rail	0	1,000,000	0	0	0	0	0
65101 *Sidewalk and Curb Improvements	0	136,900	186,271	124,866	155,699	0	0
Sub-Total - New Assets	3,089,525	3,239,665	2,518,158	1,974,866	155,699	231,363	101,408,286
Total Project Expenses:	\$6,815,149	\$6,941,866	\$6,150,935	\$5,918,732	\$3,526,082	\$3,536,162	\$164,753,802
Total FY 2017 Funding:		\$13,757,015					

PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65005 - Smart Traffic Signals (I) **Funding Source:** Half Cent Sales Tax

Project Description: These funds provide local match for three approved federally funded Intelligent Transportation Systems (ITS) projects. Overall, a smart traffic signal system will be implemented that includes communications infrastructure, traffic cameras, message signs, and networking equipment to make the traffic signal system more responsive.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$353,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$329,850	\$0	\$528,318	\$0	\$0	\$0
TOTAL	\$353,000	\$329,850	\$0	\$528,318	\$0	\$0	\$0

Operating Description: O and M costs associated with electricity for new signal heads, cameras and communication equipment as well as maintenance of fiber optic connections. O and M for this project will be identified once federal funds have been secured and the scope of the project is available.

Project: 65006 - Bus Pullouts (I) **Funding Source:** Half Cent Sales Tax

Project Description: Bus pullouts to relieve congestion, improve air quality, and provide traffic and pedestrian safety. Bus pullouts will be constructed at major intersections where there are new bus routes and extensions of existing bus routes.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$327,175	\$335,223	\$343,369	\$1,841,663
TOTAL	\$0	\$0	\$0	\$327,175	\$335,223	\$343,369	\$1,841,663

Operating Description: No additional O and M is needed.

Project: 65016 - Northern Parkway (I) **Funding Source:** Half Cent Sales Tax

Project Description: Northern Parkway is envisioned to be a 12.5-mile partial access controlled roadway between Sarival and Grand Avenues. The current funded phase of the project is between Sarival and 91st Avenues and is targeted for completion in FY 2026. This \$320 million project generally includes construction of four through lanes as well as grade separations on the western portion of the project and intersection improvements on the eastern portion. Costs for the project are shared between the region at 70% (\$237 million) and local agencies at 30%. Local partners include Maricopa County, Peoria, and El Mirage. Per intergovernmental agreement, Glendale's portion of local funding is \$37.9 million. To date Glendale has expended approximately \$31.8 million towards this project. Remaining funds will cover design and construction match as well as right-of-way acquisition opportunities during the private development process for adjacent parcels.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$666,247	\$666,247	\$666,247	\$666,247	\$666,247	\$5,557,465
TOTAL	\$0	\$666,247	\$666,247	\$666,247	\$666,247	\$666,247	\$5,557,465

Operating Description: O and M costs are for landscape, water, electrical and other maintenance based on current design. Supplemental budget requests will be made when each project phase is close to completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Utilities	\$0	\$0	\$0	\$0	\$0	\$0
Landscape	\$0	\$0	\$0	\$0	\$0	\$0

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65022 - Transp. Prog. Engr. Consultant (I) **Funding Source:** Half Cent Sales Tax

Project Description: Professional engineering for preparation of design concepts and administration of right-of-way purchase for roadway, bicycle, pedestrian and transit projects. Providing professional engineering recommendations on capital projects and operations and maintenance of completed projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$255,250	\$261,350	\$270,687	\$276,642	\$281,116	\$1,507,770
TOTAL	\$0	\$255,250	\$261,350	\$270,687	\$276,642	\$281,116	\$1,507,770

Operating Description: No additional O and M is needed.

Project: 65023* - 59th Avenue Improvements (I) **Funding Source:** Half Cent Sales Tax

Project Description: Eight segments from Glendale Avenue to Loop 101 along 59th Avenue to improve traffic conditions. Improvements include elimination of lanes drops, addition of turn lanes, selected widening, installation of medians, landscaping, and addition of bus bays.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$0	\$0	\$0	\$0	\$0	\$1,750,000
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$3,500,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$29,000,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$125,125
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$290,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$1,947,032
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$36,612,157

Operating Description: O & M impact will be identified during the design phase of the project in FY 2025 CIP. Supplemental budget requests, if any, will be made during the FY 2027 budget process.

Project: 65042* - 51st Ave & Bell Rd (I) **Funding Source:** Half Cent Sales Tax

Project Description: Intersection improvements including landscaping and a eastbound right turn lane on Bell Road.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,100,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$11,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$36,153
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,440,153

Operating Description: Minimal amount of O & M impact is anticipated due to this project. O & M cost estimates developed during the design of the project will be used to identify supplemental budget needs.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65051* - 59th Avenue Safety (I) **Funding Source:** Half Cent Sales Tax

Project Description: 59th Avenue intersections improvement at Bethany Home and Camelback roads. Improvements include addition of turn lanes, medians, landscaping, pullouts and shelters at bus stops.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$812,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$4,250,000
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$92,500
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$42,500
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$219,547
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,416,547

Operating Description: Minimal amount of O & M impact is anticipated due to this project. O & M cost estimates developed during the design of the project will be used to identify supplemental budget needs.

Project: 65069 - Glendale Transportation Plan (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project will update the 2009 City of Glendale Transportation Plan. This Plan will include elements that address roadways, transit, bicycle, pedestrian, Transportation System Management, and include public involvement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$13,364
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$877,572
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$890,936

Operating Description: This Plan update does not require O and M funding.

Project: 65078 - Airport Matching Funds (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project provides matching funds for Glendale Airport projects as identified in the Airport Capital Improvement Program. Funding covers local match for all airport capital costs. Refer to the Airport Capital Fund 2120 for detailed information related to the airport projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$15,645	\$0	\$0	\$0	\$13,410	\$0
Construction	\$783,585	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$226,895	\$48,835	\$133,653	\$87,131	\$0	\$0
Engineering Charges	\$0	\$11,885	\$2,393	\$6,549	\$4,269	\$657	\$0
Arts	\$0	\$2,269	\$488	\$1,337	\$871	\$0	\$0
TOTAL	\$783,585	\$256,694	\$51,716	\$141,539	\$92,271	\$14,067	\$0

Operating Description: This project provides local match funds for airport capital projects. Refer to the Airport Capital Fund 2120 projects for O and M impact.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65089 - Pavement Management (I) **Funding Source:** Half Cent Sales Tax

Project Description: Project provides for street pavement maintenance. Specific activities included in this project are: surface preparation, repairs and treatments, milling and asphalt overlays as needed.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$2,589,039	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$1,912,046	\$9,560,230
Engineering Charges	\$0	\$17,208	\$17,208	\$17,208	\$17,208	\$17,208	\$86,042
Arts	\$0	\$19,120	\$19,120	\$19,120	\$19,120	\$19,120	\$95,602
Contingency	\$0	\$51,626	\$51,626	\$51,626	\$51,626	\$51,626	\$258,126
TOTAL	\$2,589,039	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$2,000,000	\$10,000,000

Operating Description: No additional O and M is needed for this project.

Project: 65096* - 59th Ave & Olive Ave Safety (I) **Funding Source:** Half Cent Sales Tax

Project Description: This project includes the local match necessary to acquire right-of-way and construct intersection safety improvements at the 59th and Olive avenues intersection. Improvements include installation of center medians and street lights, along with reconfiguration of the eastbound and westbound bus bays, traffic signal modifications, and sidewalk enhancements. Federal safety funds in the amount of \$1,495,528 are available for this portion of the project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$454,564	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$454,564	\$0	\$0	\$0	\$0

Operating Description: This project is to make safety enhancements to the existing intersection. No additional O and M is anticipated based on current information.

Project: 65014 - Transit Support Capital (R) **Funding Source:** Half Cent Sales Tax

Project Description: To continue delivery of transit services, the replacement of capital items are needed, including computer equipment, support vehicles and radio systems.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$54,160	\$58,900	\$9,900	\$0	\$0	\$78,825
TOTAL	\$0	\$54,160	\$58,900	\$9,900	\$0	\$0	\$78,825

Operating Description: No additional O and M is required for this project. This is a replacement project and is not anticipated to generate new O and M costs.

Project: 65083 - Speed Cushions (R) **Funding Source:** Half Cent Sales Tax

Project Description: This project will remove and replace existing modified speed humps with speed cushions and add mitigation devices where warranted. Replacing modified speed humps and constructing new mitigation devices will help address the current backlog of neighborhoods qualifying for traffic mitigation.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$140,000	\$140,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$140,000	\$140,000	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65017 - Light Rail Design/Construction (N) **Funding Source:** Half Cent Sales Tax

Project Description: Project development, design, right-of-way acquisition, utility relocation, construction, and acquisition of light rail vehicles for a light rail facility to be located on an alignment to be determined. Federal and regional funds will fund 71% of the project. Current cost estimates are based on regional plans prepared by Valley Metro.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$1,498,645
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$231,363	\$99,909,641
TOTAL	\$0	\$0	\$0	\$0	\$0	\$231,363	\$101,408,286

Operating Description: A supplemental budget request will be submitted once the project is near completion in FY 2026.

Project: 65030 - Multi-Use Pathway Grand Canal (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to construct a 1.3 mile long multiuse path from just east of the Loop 101 Freeway to New River. The project will provide a safe and convenient, off-street facility for bicyclists and pedestrians that extends the existing Grand Canal Linear Park path to the future New River pathway. Additional federal funds have also been awarded towards this project. Capital costs include local funds to match \$632,222 in federal funds available towards this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M associated with the maintenance a 30 foot wide landscaped area along a 6,300 foot long multiuse pathway. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Utilities	\$194,670	\$200,510	\$206,530	\$212,720	\$0	\$1,163,250
Landscape	\$233,600	\$240,610	\$247,830	\$255,270	\$0	\$1,395,900

Project: 65063 - New River - Multi-use Pathway (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to construct a multiuse path from the Bethany Home Road alignment to Northern Avenue. The project will provide a safe and convenient off-street facility for bicyclists and pedestrians that is part of the regional West Valley Rivers Multimodal Corridor Master Plan. This project has \$2,946,039 in federal funds towards construction costs.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$1,606,806	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,606,806	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M associated with 8 foot wide landscaped area along a 12,200 foot long multiuse pathway. A supplemental budget request will be made when the project is close to completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Utilities	\$100,530	\$103,540	\$106,650	\$109,850	\$0	\$600,700
Landscape	\$120,630	\$124,250	\$127,980	\$131,820	\$0	\$720,840

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65080 - Bell/101 Park&Ride/Transit Ctr (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project will construct a transit center and a park-and-ride facility in the Bell Rd and Loop 101 area to serve the needs of transit passengers from multiple bus routes including express service. Federal funds have been secured for this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$1,277,975	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,277,975	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: There are no direct O and M costs to the City of Glendale related to this project. The facility will be maintained by other parties.

Project: 65091 - Airport RPZ Acquisition (N) **Funding Source:** Half Cent Sales Tax

Project Description: Acquire land north of Runway 19 and provide perimeter fencing around new Airport property. ADOT will fund a portion of this land acquisition.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$0	\$0
TOTAL	\$0	\$1,850,000	\$1,850,000	\$1,850,000	\$0	\$0	\$0

Operating Description: No additional O and M is anticipated due to this project.

Project: 65097 - New River North Shareduse Path (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to design and provide local match funds towards construction of a federally funded shared use pathway. This project is for a bicycle and pedestrian friendly pathway along the east bank of New River from Hillcrest Boulevard to approximately 1/4-mile north. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$330,850 has been secured towards construction of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$247,431	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$247,431	\$0	\$0	\$0	\$0

Operating Description: O and M associated with 20,000 sq ft of landscape identified currently, which could change depending on design options.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Utilities	\$0	\$20,000	\$20,600	\$21,220	\$0	\$116,030
Landscape	\$0	\$24,000	\$24,720	\$25,460	\$0	\$139,230



PROJECT DETAIL: 2210-Transportation Construction Category: Transportation

Project: 65098 - Widen 55th Ave for bike lanes (N) **Funding Source:** Half Cent Sales Tax

Project Description: This project is to design and provide local match funds towards construction of a federally funded widening of 55th Avenue to accommodate curb, gutter, sidewalk and bike lanes. This project is to widen 55th Avenue on the west side south of Cactus Road for about 622 ft. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$159,266 has been secured towards construction of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$0	\$104,837	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$3,710	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$71,034	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$127,928	\$0	\$0	\$0	\$0	\$0
TOTAL	\$74,744	\$252,765	\$0	\$0	\$0	\$0	\$0

Operating Description: There is no additional O and M anticipated due to this project.

Project: 65099 - Neighborhood Pathways Connect (N) **Funding Source:** Half Cent Sales Tax

Project Description: This pathway project provides for design and local match towards construction of connections from Thunderbird Paseo pathway and Skunk Creek pathway to neighborhoods. The project is to provide connections from the Thunderbird Paseo Pathway to neighborhoods at Sweetwater Avenue, Hearn Road, and 71st Avenue. In addition, this project also provides connection from Skunk Creek pathway to the neighborhood at 64th Drive. Federal Congestion Mitigation and Air Quality (CMAQ) funding in the amount of \$107,832 has been secured towards construction of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Contingency	\$30,000	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$234,456	\$0	\$0	\$0	\$0
TOTAL	\$30,000	\$0	\$234,456	\$0	\$0	\$0	\$0

Operating Description: O and M associated with approximately 1,000 sq ft of additional landscape maintenance and irrigation.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Utilities	\$0	\$1,000	\$1,030	\$1,060	\$0	\$5,800
Landscape	\$0	\$1,200	\$1,240	\$1,270	\$0	\$6,960

Project: 65100* - Transit Study - Light Rail (N) **Funding Source:** Half Cent Sales Tax

Project Description: This is a light rail or other high capacity transit feasibility study. The study will look into the potential and identify alternatives on providing a high capacity transit connection between Downtown Glendale and the Loop 101 area of west Glendale. The connection would be between potential light rail in Downtown and high activity centers in west Glendale.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0

Operating Description: This is a study project, which will not create O & M costs.



PROJECT DETAIL: 2210-Transportation Construction **Category: Transportation**

Project: 65101* - Sidewalk and Curb Improvements (N) **Funding Source:** Half Cent Sales Tax

Project Description: Installation of new sidewalk and ADA ramps along the north side of Camelback Road to fill in pedestrian facility gaps between 79th Avenue and 83rd Avenue. Installation of new sidewalk and ADA ramps along the north side of Paradise Lane to fill in pedestrian facility gaps between 55th Avenue and 59th Avenue. Installation of curb, gutter, and sidewalks, along east and west side of 67th Avenue between Glendale and Orangewood avenues. Installation of curb, gutter, and sidewalks, along north and south side of Orangewood Avenue between 67th and Grand avenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$0	\$0	\$6,000	\$0	\$0	\$0
Design	\$0	\$100,000	\$100,000	\$52,000	\$0	\$0	\$0
Construction	\$0	\$0	\$42,844	\$30,990	\$147,025	\$0	\$0
Engineering Charges	\$0	\$4,900	\$6,999	\$4,066	\$7,204	\$0	\$0
Arts	\$0	\$0	\$428	\$310	\$1,470	\$0	\$0
Equipment	\$0	\$2,000	\$6,000	\$1,500	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$30,000	\$30,000	\$30,000	\$0	\$0	\$0
TOTAL	\$0	\$136,900	\$186,271	\$124,866	\$155,699	\$0	\$0

Operating Description: Installation of missing curb, gutter, and sidewalk along existing roadways.



FUND SUMMARY: 2000-HURF/Street Bonds **Category: HURF**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u> <u>New Funding</u>						
Existing Assets							
<i>Improvement of Existing Assets</i>							
68917 Pavement Management-HURF	13,788,329	7,007,373	4,307,373	3,257,128	3,257,128	3,057,128	16,285,640
68920 *Street Lighting ROAM Upgrade	0	0	1,584,000	0	0	0	0
Sub-Total - Existing Assets	13,788,329	7,007,373	5,891,373	3,257,128	3,257,128	3,057,128	16,285,640
New Assets							
0							
68918 Infill Lighting Program	0	242,872	242,872	242,872	242,872	242,872	1,377,095
68919 *Street Lighting LED Conversion	0	0	0	0	0	0	5,730,000
Sub-Total - New Assets	0	242,872	242,872	242,872	242,872	242,872	7,107,095
Total Project Expenses:	\$13,788,329	\$7,250,245	\$6,134,245	\$3,500,000	\$3,500,000	\$3,300,000	\$23,392,735
Total FY 2017 Funding:	\$21,038,574						

PROJECT DETAIL: 2000-HURF/Street Bonds **Category: HURF**

Project: 68917 - Pavement Management-HURF (I) **Funding Source:** HURF Bonds

Project Description:

Project provides for street pavement maintenance and reconstruction work as identified in the Annual Pavement Management Program. The annual program is funded by Highway User Revenue Fund (HURF) bonds through this project #2000-68917, and by Transportation Half Cent Sales Tax through project #2210-65089. Street maintenance and rehabilitation is necessary to maximize the life of the city's residential, collector, and arterial street network. Streets are selected and scheduled annually within the available funding. Specific activities included in this project are: surface preparation, repairs and treatments, and milling and asphalt overlays a needed throughout the city.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$13,788,329	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$6,850,000	\$4,150,000	\$3,099,755	\$3,099,755	\$2,899,755	\$15,498,775
Finance Charges	\$0	\$57,500	\$57,500	\$57,500	\$57,500	\$57,500	\$287,500
Engineering Charges	\$0	\$26,373	\$26,373	\$26,373	\$26,373	\$26,373	\$131,865
Arts	\$0	\$68,500	\$68,500	\$68,500	\$68,500	\$68,500	\$342,500
Miscellaneous/Other	\$0	\$5,000	\$5,000	\$5,000	\$5,000	\$5,000	\$25,000
TOTAL	\$13,788,329	\$7,007,373	\$4,307,373	\$3,257,128	\$3,257,128	\$3,057,128	\$16,285,640

Operating Description:

No additional O and M is needed at this time.



PROJECT DETAIL: 2000-HURF/Street Bonds **Category: HURF**

Project: 68920* - Street Lighting ROAM Upgrade (I) **Funding Source:** HURF Bonds

Project Description: The streetlight monitoring contract with ROAM (Remote Operations Asset Management) has allowed the city to improve the performance of the street lighting program while reducing staff and routinely maintaining streetlight outages at less than one percent. Technological changes require 17,000 monitoring photocells supplied exclusively through ROAM to be replaced with upgraded photocells.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$1,500,000	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$54,000	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$15,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,584,000	\$0	\$0	\$0	\$0

Operating Description: The annually expenses of \$25,000 will cover the cost increase of \$.0.10 per node. (20,500 nodes).

Project: 68918 - Infill Lighting Program (N) **Funding Source:** HURF Bonds

Project Description: This project installs additional street lighting in areas determined to be inadequate due to a spacing of 350 feet or greater. Infill street lighting requests are initiated by residents or staff and requires approval of affected residents.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$230,000	\$230,000	\$230,000	\$230,000	\$230,000	\$1,270,630
Finance Charges	\$0	\$3,731	\$3,731	\$3,731	\$3,731	\$3,731	\$55,965
Engineering Charges	\$0	\$6,841	\$6,841	\$6,841	\$6,841	\$6,841	\$37,794
Arts	\$0	\$2,300	\$2,300	\$2,300	\$2,300	\$2,300	\$12,706
TOTAL	\$0	\$242,872	\$242,872	\$242,872	\$242,872	\$242,872	\$1,377,095

Operating Description: O and M identified provides for up to 22 requested street light installations per year. Expenses cover electricity and maintenance for a light at \$125 per year, including monitoring.

Project: 68919* - Street Lighting LED Conversion (N) **Funding Source:** HURF Bonds

Project Description: LED (Light Emitting Diode) streetlights are more energy efficient than the city's current HPS (High Pressure Sodium) lights and are shown to have a longer service life. There are 19,000 streetlights that require replacement. The benefit of replacing street lights with LED technology include the reduction of electricity and maintenance costs, projected to be approximately \$550,000 annually.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$5,730,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$5,730,000

Operating Description:



FUND SUMMARY: 1650-Transportation Grants **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrover</u>	<u>New Funding</u>					
New Assets							
0							
67505 CIP Transport. Grant Reserve	0	150,000	0	0	0	0	0
67537 FTA X006 Predesign ArrowheadTC	143,837	0	0	0	0	0	0
67538 FTA 0203 Design ArrowheadTC	1,052,874	0	0	0	0	0	0
67552 FTA AZ-57-X016 New Freedom	124,585	0	0	0	0	0	0
67553 FTA AZ-90-X114	454,386	0	0	0	0	0	0
67556 FTA AZ 90-X124	420,180	0	0	0	0	0	0
67559 Park-and-Ride Land Acquisition	4,318,923	0	0	0	0	0	0
67560 Transit Construct-Park & Ride	8,478,223	0	0	0	0	0	0
Sub-Total - New Assets	14,993,008	150,000	0	0	0	0	0
Total Project Expenses:	\$14,993,008	\$150,000	\$0	\$0	\$0	\$0	\$0
Total FY 2017 Funding:		\$15,143,008					

PROJECT DETAIL: 1650-Transportation Grants **Category: Other**

Project: 67505 - CIP Transport. Grant Reserve (N) **Funding Source:** Grants

Project Description: This represents reserve appropriation for unanticipated transportation related grant opportunities that may arise during the fiscal year.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed.

Project: 67537 - FTA X006 Predesign ArrowheadTC (N) **Funding Source:** Grants

Project Description: North Glendale is currently served by multiple transit routes including two express routes, and three local routes. These routes provide regional service to the northwest valley. Many of the routes start/end in the area of Loop 101 and Bell Road. This project will provide the predesign for a centralized facility for routes serving the area to provide transit patron parking, and to promote improved bus flow and accessibility for patrons using the routes serving the area. This project is funded with \$635,896 FTA funds received in FY 2011.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$143,837	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$143,837	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M costs identified are for both park-and-ride and transit center. \$10,000 for maintenance of river bottom and \$14,500 for maintenance of transit center pavement.



PROJECT DETAIL: 1650-Transportation Grants

Category: Other

Project: 67538 - FTA 0203 Design ArrowheadTC (N)

Funding Source:

Grants

Project Description:

North Glendale is currently served by multiple transit routes, including two express routes and three local routes. These routes provide regional service to the northwest valley. Many of the routes start/end in the area of Loop 101 and Bell Road. This project will provide the design for a centralized facility for routes serving the area to provide transit patron parking and to promote improved bus flow and accessibility for patrons using the routes serving the area. This project is funded with \$840,366 FTA funds received in FY 2012.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$718,348	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$334,526	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,052,874	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

O and M costs identified are for both park-and-ride and transit center. \$10,000 for maintenance of river bottom and \$14,500 for maintenance of transit center pavement.

Project: 67552 - FTA AZ-57-X016 New Freedom (N)

Funding Source:

Grants

Project Description:

This project includes bus stop accessibility and taxi voucher program assistance. The bus stop accessibility project includes solar lights at bus stops that need to be repaired and bringing existing ADA non-compliant stops into compliance. The project also will pay for some of the City's existing taxi subsidy program costs. The taxi subsidy program pays for a part of an individual's transportation costs with medical needs when utilizing the identified vendor. A \$286,500 federal New Freedoms grant pays for this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$124,585	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$124,585	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project.

Project: 67553 - FTA AZ-90-X114 (N)

Funding Source:

Grants

Project Description:

This project includes four replacement buses and associated maintenance for transit services in Glendale. Glendale Urban Shuttle will get two replacement buses and the other two buses will replace existing Dial-A-Ride buses. Federal funds in the amount of \$756,886 and regional sales tax funds in the amount of \$80,000 will pay for this project.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$454,386	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$454,386	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project. These are replacement buses that are currently being maintained.



PROJECT DETAIL: 1650-Transportation Grants **Category: Other**

Project: 67556 - FTA AZ 90-X124 (N) **Funding Source:** Grants

Project Description: Federal Transit Administration (FTA) grant funding for acquisition of replacement transit buses. Savings generated after the acquisition of buses will be applied towards the north Glendale (to be located in the general vicinity of Loop 101/Union Hills Dr) park-and-ride project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$216,056	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$204,124	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$420,180	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O & M funds needed. The project replaces existing buses that are being maintained.

Project: 67559 - Park-and-Ride Land Acquisition (N) **Funding Source:** Grants

Project Description: Acquisition of land for the construction of a park-and-ride lot in the vicinity of Loop 101 & Union Hills Drive. The site is located on the west side of Loop 101 between Union Hills Drive and Beardsley Road. This acquisition will proceed once Federal Transit Administration (FTA) approval is received. The project funding includes \$3,514,570 from FTA and \$804,353 in regional transit funds.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Land	\$4,318,923	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$4,318,923	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: There is no staffing planned for this park-and-ride location. There will be O and M costs associated with the construction project.

Project: 67560 - Transit Construct-Park & Ride (N) **Funding Source:** Grants

Project Description: This project is to construct a park-and-ride lot and a transit center in north Glendale. The site selected for the park-and-ride lot is located on the west side of Loop 101 between Union Hills Drive and Beardsley Road. The transit center related construction improvements will be done near the north side of the Arrowhead Mall.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$8,275,468	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$120,000	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$82,755	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$8,478,223	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: The O and M costs for this project will be developed once the project design starts in FY 2015. This information will be provided as soon as it becomes available. The O and M request will be included in the Transportation sales tax funded Program.



FUND SUMMARY: 2480-Sanitation **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Replacement of Existing Assets</i>							
78001 Rolloff Trucks-Commercial	0	0	0	0	182,741	0	186,672
78002 Frontload Trucks-Commercial	442,306	0	291,174	294,389	404,437	300,619	1,552,030
78003 Sideload Trucks-Residential	1,619,181	0	830,154	1,323,884	1,130,680	857,082	5,604,931
78004 Loose Trash Equip.-Residential	0	343,814	604,070	518,646	354,959	358,763	2,669,920
78005 Repl Pickup Trucks-Sanitation	127,010	0	130,726	0	0	0	0
Sub-Total - Existing Assets	2,188,497	343,814	1,856,124	2,136,919	2,072,817	1,516,464	10,013,553
New Assets							
<i>0</i>							
78006 *Sanitation Office Space Study	0	49,950	0	0	0	0	0
78007 *Solid Waste Information System	0	400,000	0	0	0	0	0
Sub-Total - New Assets	0	449,950	0	0	0	0	0
Total Project Expenses:	\$2,188,497	\$793,764	\$1,856,124	\$2,136,919	\$2,072,817	\$1,516,464	\$10,013,553
Total FY 2017 Funding:	\$2,982,261						

PROJECT DETAIL: 2480-Sanitation **Category: Other**

Project: 78001 - Rolloff Trucks-Commercial (R) **Funding Source:** Sanitation Revenues

Project Description: Sanitation currently has three roll-off trucks in its equipment fleet for its commercial roll-off service. Three roll-off trucks will require replacement over the next ten years as their individual life is nine years. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$2,741	\$0	\$2,800
Equipment	\$0	\$0	\$0	\$0	\$180,000	\$0	\$183,872
TOTAL	\$0	\$0	\$0	\$0	\$182,741	\$0	\$186,672

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation

Category: Other

Project: 78002 - Frontload Trucks-Commercial (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 8 frontload trucks and a container delivery truck in its equipment fleet for its Commercial frontload service. At the current replacement schedule of six years for newly purchased equipment, 10 frontload trucks and the container truck will require replacement over the next ten years. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$4,367	\$4,414	\$5,976	\$4,509	\$23,278
Finance Charges	\$10,650	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$286,807	\$289,975	\$398,461	\$296,110	\$1,528,752
Equipment	\$431,656	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$442,306	\$0	\$291,174	\$294,389	\$404,437	\$300,619	\$1,552,030

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.

Project: 78003 - Sideload Trucks-Residential (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 26 side load trucks in its equipment fleet for its residential Solid Waste and recycling collection routes. A total of 37 side load trucks will be purchased over the next ten years as each truck has a six year replacement schedule. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$40,125	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$12,450	\$19,980	\$16,960	\$12,855	\$84,064
Equipment	\$1,579,056	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$817,704	\$1,303,904	\$1,113,720	\$844,227	\$5,520,867
TOTAL	\$1,619,181	\$0	\$830,154	\$1,323,884	\$1,130,680	\$857,082	\$5,604,931

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.

Project: 78004 - Loose Trash Equip.-Residential (R)

Funding Source:

Sanitation Revenues

Project Description:

Sanitation currently has 12 rearload trucks and 6 tractors in its equipment fleet for its loose trash collection routes. At the current replacement schedule of eight years for newly purchased equipment, 15 rearload trucks and 8 tractors will require replacement over the next ten years. The number of trucks to be replaced each year are the following: one truck and one tractor in FY2017; two trucks and one tractor in FY2018; two trucks in FY2019; one truck and a one tractor in FY2020; one truck and one tractor FY2021; and a total of eight trucks and four tractors during the second five years (FY2022-2026). Sanitation vehicles are not included in the vehicle replacement fund, rather the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$343,814	\$604,070	\$518,646	\$354,959	\$358,763	\$2,669,920
TOTAL	\$0	\$343,814	\$604,070	\$518,646	\$354,959	\$358,763	\$2,669,920

Operating Description:

No additional O and M is needed since this is the replacement of existing equipment.



PROJECT DETAIL: 2480-Sanitation **Category: Other**

Project: 78005 - Repl Pickup Trucks-Sanitation (R) **Funding Source:** Sanitation Revenues

Project Description: Sanitation currently has six pickup trucks and two mechanic service trucks in its equipment fleet, which will require replacement over the next ten years. FY2018 - replace two pickup trucks at a cost of \$34,363 and one mechanic truck at a cost \$ 62,000. Sanitation vehicles are not included in the vehicle replacement fund. Instead the vehicles are purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$1,398	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$129,328	\$0	\$0	\$0	\$0
Equipment	\$127,010	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$127,010	\$0	\$130,726	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed since this is the replacement of existing equipment.

Project: 78006* - Sanitation Office Space Study (N) **Funding Source:** Sanitation Revenues

Project Description: This project is for a new sanitation administration building. Staff are currently located in a trailer on the grounds of the field operations complex. The trailer was installed 13 years ago as a temporary solution.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$45,000	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,950	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$49,950	\$0	\$0	\$0	\$0	\$0

Operating Description: New furniture and office technology.

Project: 78007* - Solid Waste Information System (N) **Funding Source:** Sanitation Revenues

Project Description: This project is Solid Waste Information System (SWIS), either as an in-house City hosted or "Software as a Service" (SaaS) vendor hosted solution. It will be a comprehensive, integrated, enterprise-level Solution for solid waste operations which includes; system software, in-vehicle mobile devices, configuration/implementation/conversion services, and product training/support. It is believed that a new system Solution will bring more operational efficiencies, reduce costs and potentially increase revenues.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0

Operating Description:



FUND SUMMARY: 2440-Landfill **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
78523 Scalehouse & Road Relocation	1,304,393	0	0	0	0	0	0
78527 MRF Process Line Improvements	502,161	761,250	0	0	0	0	0
78528 Northern Ave LF Improvements	252,232	0	0	0	0	0	0
<i>Replacement of Existing Assets</i>							
78506 Landfill Repl Pickup Trucks	0	0	0	89,422	73,080	0	174,766
78509 MRF Forklifts	36,540	36,550	36,550	0	0	75,272	77,529
78511 Landfill Compactor Replacement	0	0	0	0	0	1,119,060	1,152,500
78512 Fuel Tanker Replacement	0	0	187,775	0	0	0	0
78514 Sanitation Insp Trucks - 17740	34,518	34,518	105,105	35,560	0	36,634	0
78520 Landfill Bulldozer Replacement	0	446,175	0	0	0	1,003,632	2,334,489
78521 MRF Loader Replacement	0	0	0	0	0	0	431,375
78522 LF Water Pull Tractor Replace	0	150,000	0	0	624,064	0	0
78524 Landfill Motor Grader Replace	0	0	0	0	0	0	396,479
78525 Landfill Scraper Equipment	0	0	1,551,313	0	0	0	0
Sub-Total - Existing Assets	2,129,844	1,428,493	1,880,743	124,982	697,144	2,234,598	4,567,138
New Assets							
<i>0</i>							
78503 Landfill Closure (South)	723,422	0	0	3,000,000	6,133,953	0	0
78505 LF Phase Construction (North)	3,208,144	102,780	4,361,873	0	0	0	0
78507 Landfill Soil Excavation	0	0	0	6,574,076	0	0	0
78529 *New Bulldozer Purchase	0	435,625	0	0	0	0	0
Sub-Total - New Assets	3,931,566	538,405	4,361,873	9,574,076	6,133,953	0	0
Total Project Expenses:	\$6,061,410	\$1,966,898	\$6,242,616	\$9,699,058	\$6,831,097	\$2,234,598	\$4,567,138
Total FY 2017 Funding:		\$8,028,308					

PROJECT DETAIL: 2440-Landfill **Category: Other**

Project: 78523 - Scalehouse & Road Relocation (I) **Funding Source:** Landfill Revenues

Project Description: This project provides funding in FY 2016 for Phase 2 of the project and includes the relocation of the equipment maintenance area as well as the fueling station. Construction of Phase 1 of the project, which included relocation of the scalehouse and administrative office trailer as well as realignment of the entrance road will have occurred by the end of FY 2015 at a project cost of \$3,906,631. Completion of both phases of this project is necessary to relocate the scale house and other landfill facilities outside of an area in which waste will be placed and prior to closing the south area of the landfill. According to the landfills waste capacity calculations, it will take approximately one year to fill the permitted air space in which the facilities are located currently. It will be necessary to relocate all existing structures occupying this space by 2016 based our anticipated waste acceptance rate.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Construction	\$1,304,393	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$1,304,393	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is required for this project.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78527 - MRF Process Line Improvements (I)

Funding Source:

Landfill Revenues

Project Description:

The Materials Recovery Facility first opened its doors in July of 2000. Since then the MRF has processed over 350,000 tons of recyclable material and recouped over \$29,750,000 dollars in revenue. The facility has many moving components and those components have worn over the years. The system is now in need of major renovations and upgrades in order to meet current industry standards with regards to the technology found in today's recycling processing facilities. The projects to be completed in fiscal years 2016 and 2017 will allow the MRF to install state of the art technology to help capture more recyclables and decrease labor hours in some areas of the facility thus increasing city revenue.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$4,106	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$11,250	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$8,055	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$490,000	\$0	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$750,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$502,161	\$761,250	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 78528 - Northern Ave LF Improvements (I)

Funding Source:

Landfill Revenues

Project Description:

This project provides funding for a block wall that will extend to the west along the landfill property at approximately 115th Ave and Northern. It will also allow for the relocation of approximately twenty existing cacti that are to be removed due to the Northern Avenue Parkway construction project. There are currently forty cacti along the right of way that was recently sold to the Maricopa County Department of Transportation (MCDOT). Twenty of the cacti will be donated to the Northern Avenue Parkway Project and will be relocated within Glendale in conjunction with the project and the remaining twenty will be relocated within the Landfill property at Glendale's expense.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$172,000	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$12,012	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$1,820	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$41,400	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$25,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$252,232	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 78506 - Landfill Repl Pickup Trucks (R)

Funding Source:

Landfill Revenues

Project Description:

Landfill currently has six pickup trucks in its equipment fleet that will require replacement over the next ten years. Pickup trucks are used by the landfill inspector, mechanic, crew leader, supervisor, and field employees. This project includes the replacement of four trucks reaching the end of their service life during FY 2019 and 2020. Trucks purchased in 2015 will be replaced in 2025. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the vehicles are purchased with cash or financed at the time of purchase.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$0	\$0	\$1,322	\$1,080	\$0	\$2,583
Equipment	\$0	\$0	\$0	\$88,100	\$72,000	\$0	\$172,183
TOTAL	\$0	\$0	\$0	\$89,422	\$73,080	\$0	\$174,766

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78509 - MRF Forklifts (R)

Funding Source:

Landfill Revenues

Project Description:

The Materials Recovery Facility (MRF) currently has a total of four forklifts in its fleet used for a variety of heavy lifting purposes including loading, unloading, and transporting recyclable bales. The MRF forklifts have an estimated service life of approximately five years, although replacement schedules may be adjusted depending on hours of use and equipment condition. This project includes the replacement of two forklifts that are expected to reach the end of their serviceable lives in FY17 and FY18 as well as replacement of two forklifts that will be due for replacement in FY 2021. At this current replacement schedule, two of the four forklifts also will require replacement during the second five years (FY 2022-2026). MRF vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$540	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$550	\$550	\$0	\$0	\$1,112	\$1,145
Equipment	\$0	\$36,000	\$36,000	\$0	\$0	\$74,160	\$76,384
Equipment	\$36,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$36,540	\$36,550	\$36,550	\$0	\$0	\$75,272	\$77,529

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of

Project: 78511 - Landfill Compactor Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

This project provides for the rebuild and or replacement of the landfill compactors, one 836H and one 836K, at the end of their serviceable life or on an appropriate schedule based on current usage hours and equipment condition. The compactors are now being equipped with GPS systems, which will increase landfill compaction and decrease the use of soil for covering waste. The compactors are essential pieces of equipment used on a daily basis for proper placement and compaction of solid waste within the landfill. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund; instead the equipment is purchased with cash or financed at time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$16,600	\$17,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$1,102,460	\$1,135,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$1,119,060	\$1,152,500

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment this is expected to reach the end of its serviceable life.

Project: 78512 - Fuel Tanker Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

Replacement of the fuel tanker, which was purchased in 2008, and is expected to reach the end of its serviceable life in FY 2018. The fuel tanker truck transports diesel fuel from the onsite storage tank to the landfill heavy equipment located on the active waste disposal area. It is an essential piece of support equipment at the landfill for maximizing operational efficiencies and minimizing equipment downtime. Landfill equipment is not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$2,775	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$185,000	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$187,775	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78514 - Sanitation Insp Trucks - 17740 (R)

Funding Source:

Landfill Revenues

Project Description:

This project includes the purchase of seven replacement pickups over a 10-year period. Service life is projected to be approximately seven years and each truck will be replaced based on year of purchase, mileage and condition of the vehicle. Sanitation Inspectors utilize their assigned vehicles daily to educate residents on proper procedures for services and enforce regulations related to refuse collection, recycling collection and bulk trash services. The Sanitation Inspection vehicles are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$510	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$517	\$1,575	\$533	\$0	\$549	\$0
Equipment	\$0	\$34,001	\$103,530	\$35,027	\$0	\$36,085	\$0
Equipment	\$34,008	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$34,518	\$34,518	\$105,105	\$35,560	\$0	\$36,634	\$0

Operating Description:

No additional O and M is needed for this project.

Project: 78520 - Landfill Bulldozer Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

Project provides for the rebuild and/or replacement of the landfill bulldozers at the end of their serviceable life or on an appropriate schedule based on current usage hours and equipment condition. A certified powertrain rebuild and undercarriage track replacement was performed on the D8 in FY16. The D9 will undergo a similar repair in FY17. During these rebuilds the landfill will be adding GPS systems to reduce soil usage, improve road building capabilities and waste compaction. This project also includes funds for replacement of the Model D8 bulldozer in FY 2021 and the Model D9 bulldozer in FY 2022. Bulldozers are used at the landfill primarily to push garbage into position for the compactors. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$5,775	\$0	\$0	\$0	\$14,832	\$34,499
Equipment	\$0	\$440,400	\$0	\$0	\$0	\$988,800	\$2,299,990
TOTAL	\$0	\$446,175	\$0	\$0	\$0	\$1,003,632	\$2,334,489

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of

Project: 78521 - MRF Loader Replacement (R)

Funding Source:

Landfill Revenues

Project Description:

This project is for the replacement of a loader used to move recyclables from the Materials Recovery Facility (MRF) tipping floor to the processing line. A CAT950K loader was purchased in FY16 and will require a replacement and/or rebuild in approximately 10 years. MRF vehicles and equipment are not included in the Vehicle Replacement Fund; instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$6,375
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$425,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$431,375

Operating Description:

No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78522 - LF Water Pull Tractor Replace (R) **Funding Source:** Landfill Revenues

Project Description: Replacement of the water pull truck, which was purchased in 2012 and is expected to reach the end of its serviceable life in FY 2020. The water pull truck is a critical piece of support equipment for reducing dust and maintaining compliance with the existing air quality permit. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition. \$150K in FY17 Power train Rebuild for the 730 Caterpillar Water Pull.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$9,223	\$0	\$0
Engineering Charges	\$0	\$150,000	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$0	\$0	\$614,841	\$0	\$0
TOTAL	\$0	\$150,000	\$0	\$0	\$624,064	\$0	\$0

Operating Description: No additional O and M is needed since new equipment will replace aging existing equipment.

Project: 78524 - Landfill Motor Grader Replace (R) **Funding Source:** Landfill Revenues

Project Description: The project includes the replacement of the motor grader that is expected to reach the end of its serviceable life in FY 2024. The motor grader is an essential piece of support equipment used to establish and maintain the temporary roads on the active portion of the landfill. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$5,859
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$390,620
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$396,479

Operating Description: No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

Project: 78525 - Landfill Scraper Equipment (R) **Funding Source:** Landfill Revenues

Project Description: The scraper is an essential piece of support equipment that excavates, transports, and stockpiles soil used for covering waste disposed at the landfill. This project provides for either a certified rebuild or a new replacement of the scraper, which is anticipated to occur in FY 2018 based on hours of use and equipment condition. Landfill vehicles and equipment are not included in the Vehicle Replacement Fund. Instead the equipment is purchased with cash or financed at the time of acquisition.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$22,926	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$1,528,387	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,551,313	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed since new equipment will replace existing equipment that is expected to reach the end of its serviceable life.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78503 - Landfill Closure (South) (N)

Funding Source:

Landfill Revenues

Project Description:

Project provides for closure of the south area of the landfill after the permitted air space is completely filled with waste. A landfill reaching its permitted capacity is required by federal and state law to be closed with a final cover system, which includes a vegetative layer, a compacted soil layer, additional gas system wells, erosion control, and storm water control measures. Related projects are 78505 and 78507.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$250,000	\$0	\$0
Design	\$250,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$376,320	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$0	\$4,152,522	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$0	\$136,901	\$0	\$0
Finance Charges	\$10,859	\$0	\$0	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$0	\$92,500	\$0	\$0
Engineering Charges	\$7,216	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$0	\$71,525	\$0	\$0
Arts	\$3,763	\$0	\$0	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$0	\$1,430,505	\$0	\$0
Contingency	\$75,264	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$0	\$0	\$3,000,000	\$0	\$0	\$0
TOTAL	\$723,422	\$0	\$0	\$3,000,000	\$6,133,953	\$0	\$0

Operating Description:

Funds provided in supplies/contracts are annual costs for post-closure (\$220,554) at the landfill. Post-closure costs include monitoring, maintenance, and repair of the following items: landfill gas control system, groundwater monitoring system, storm water monitoring, final cover/vegetative cover inspection, landfill settlement monitoring, access roads, drainage control system, site security inspection, and administrative reporting. Annual post-closure maintenance, monitoring, and repair activities will begin once closure of the south area is completed.

Operating Costs	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Supplies/Contr	\$2,205,540	\$2,205,540	\$2,205,540	\$2,205,540	\$0	\$11,027,700

Project: 78505 - LF Phase Construction (North) (N)

Funding Source:

Landfill Revenues

Project Description:

This project is required for the development of the northern portion of the landfill and includes phased installation of a liner, a gas collection system and a leachate collection system. Funds identified as "carryover" (\$102,780) and in FY 2016 (\$4,614,000) will pay for construction of North Phase 1a, which is anticipated to begin accepting waste in 2017. Funds identified in FY 2017 (\$102,780) will be used for engineering design of North Phase 1b. Funds identified in FY 2018 (\$4,361,873) will pay for construction of North Phase 1b, which is anticipated to begin accepting waste in 2018.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$100,000	\$100,000	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$3,432,000	\$0	\$0	\$0	\$0
Construction	\$3,208,144	\$0	\$0	\$0	\$0	\$0	\$0
Finance Charges	\$0	\$1,542	\$65,428	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$1,238	\$43,725	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$34,320	\$0	\$0	\$0	\$0
Contingency	\$0	\$0	\$686,400	\$0	\$0	\$0	\$0
TOTAL	\$3,208,144	\$102,780	\$4,361,873	\$0	\$0	\$0	\$0

Operating Description:

No additional O and M is needed for this project.



PROJECT DETAIL: 2440-Landfill

Category: Other

Project: 78507 - Landfill Soil Excavation (N)

Funding Source:

Landfill Revenues

Project Description:

This project provides for excavation of Phase 1 in the north expansion area to prepare for future landfill cell development. It includes excavation of approximately one-third of the north expansion area, access road improvements in areas located between the north area, the Materials Recovery Facility (MRF), the new administration and maintenance area, as well as utility relocations. Excavated soil will be stockpiled in various storage locations on the landfill property. Excavation of the remaining two-thirds will occur as part of future landfill phase construction.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$100,000	\$0	\$0	\$0
Construction	\$0	\$0	\$0	\$5,221,458	\$0	\$0	\$0
Finance Charges	\$0	\$0	\$0	\$98,611	\$0	\$0	\$0
Engineering Charges	\$0	\$0	\$0	\$92,500	\$0	\$0	\$0
Arts	\$0	\$0	\$0	\$52,215	\$0	\$0	\$0
Contingency	\$0	\$0	\$0	\$1,009,292	\$0	\$0	\$0
TOTAL	\$0	\$0	\$0	\$6,574,076	\$0	\$0	\$0

Operating Description:

No additional O and M is needed at this time.

Project: 78529* - New Bulldozer Purchase (N)

Funding Source:

Landfill Revenues

Project Description:

Purchase of a new D-6 Caterpillar (CAT) Bulldozer which has proven to be a more cost effective unit to perform erosion control and soil utilization at the city Landfill and Materials Recovery Facility (MRF). This unit is a lighter, more agile unit than the existing bulldozers (Caterpillar D-8 & D-9) which in turn will reduce maintenance and fuel costs, while increasing efficiency.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$6,375	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$4,250	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$425,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$435,625	\$0	\$0	\$0	\$0	\$0

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



FUND SUMMARY: 2120-Airport Capital Grants **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
79523 Airport Layout Plan Narrative	49,964	0	0	0	0	0	0
T1472 Airport EA for Channelization	0	0	0	0	0	286,590	0
<i>Replacement of Existing Assets</i>							
79524 North Apron R&R	904,787	4,101,055	1,043,665	0	0	0	0
79526 South Apron R&R	0	0	0	2,856,347	1,862,119	0	0
79527 *AWOS Weather Reporting Equip.	0	315,000	0	0	0	0	0
T1477 FAR Part 150 Update	0	334,355	0	0	0	0	0
Sub-Total - Existing Assets	954,751	4,750,410	1,043,665	2,856,347	1,862,119	286,590	0
New Assets							
0							
79519 Airport-Capacity Study	50,000	0	0	0	0	0	0
Sub-Total - New Assets	50,000	0	0	0	0	0	0
Total Project Expenses:	\$1,004,751	\$4,750,410	\$1,043,665	\$2,856,347	\$1,862,119	\$286,590	\$0
Total FY 2017 Funding:	\$5,755,161						

PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79523 - Airport Layout Plan Narrative (I) **Funding Source:** Grants/City Match

Project Description: Revise the existing Airport Layout Plan (ALP) and airport forecasts to be able to secure both state and federal funding for airport projects.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$49,964	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$49,964	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: This is a study/plan, which will not require any O and M.

Project: T1472 - Airport EA for Channelization (I) **Funding Source:** Grants/City Match

Project Description: Conduct an Environmental Assessment for channelization of the New River to protect the runway safety area from erosion. Channelization includes the physical change to the inner bank boundary of the River. The project is to be funded with \$286,590 FAA (91.06%) and ADOT (4.47%) funds in FY 2021.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$286,590	\$0
TOTAL	\$0	\$0	\$0	\$0	\$0	\$286,590	\$0

Operating Description: No additional O and M is required for this project.

*=New Project, N=New Asset, R=Replacement of Existing Asset, I=Improvement of Existing Asset



PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79524 - North Apron R&R (R) **Funding Source:** Grants/City Match

Project Description: The north apron project includes reconstruction (59,200 square yards) in FY 2017 and rehabilitation (54,000 square yards) in FY 2018. The portion of the north apron that is beyond rehabilitation is to be reconstructed in FY 2017. The rehabilitation project in FY 2018 would preserve and extend the life of the rest of north apron.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$904,787	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$4,101,055	\$1,043,665	\$0	\$0	\$0	\$0
TOTAL	\$904,787	\$4,101,055	\$1,043,665	\$0	\$0	\$0	\$0

Operating Description: This project rebuilds and rehabilitates existing pavement on the north apron.

Project: 79526 - South Apron R&R (R) **Funding Source:** Grants/City Match

Project Description: The south apron project includes reconstruction (38,000 square yards) in FY 2019 and rehabilitation (93,000 square yards) in FY 2020. The portion of the south apron that is beyond rehabilitation is to be reconstructed in FY 2019. The rehabilitation project in FY 2020 would preserve and extend the life of the rest of north apron.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$2,856,347	\$1,862,119	\$0	\$0
TOTAL	\$0	\$0	\$0	\$2,856,347	\$1,862,119	\$0	\$0

Operating Description: This project rebuilds and rehabilitates existing pavement on the south apron.

Project: 79527* - AWOS Weather Reporting Equip. (R) **Funding Source:** Grants/City Match

Project Description: Procure and install a replacement of Automated Weather Observation System (AWOS) equipment. Additional wind indicator and a new wind sock are a part of this project.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$315,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$315,000	\$0	\$0	\$0	\$0	\$0

Operating Description: This project replaces existitng AWOS equipment.

Project: T1477 - FAR Part 150 Update (R) **Funding Source:** Grants/City Match

Project Description: Produce updated Noise Exposure Maps and Land Use Plan last updated in 1993. An update of the Part 150 Study is required every 20 years. Noise Exposure Maps and Land Use Planning elements help coordinate development near the Airport. This will be funded 91.06% by the FAA and 4.47% by ADOT.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$334,355	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$334,355	\$0	\$0	\$0	\$0	\$0

Operating Description: No O and M is needed for this study project.



PROJECT DETAIL: 2120-Airport Capital Grants **Category: Other**

Project: 79519 - Airport-Capacity Study (N) **Funding Source:** Grants/City Match

Project Description: The capacity study is a joint study between the City of Glendale and John F. Long to determine if there is a need for a second runway.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$50,000	\$0	\$0	\$0	\$0	\$0	\$0

Operating Description: No additional O and M is needed for this project.



FUND SUMMARY: 2070-General Gov Capital Proje **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
Existing Assets							
<i>Improvement of Existing Assets</i>							
70800 Building Maint. Reserve	2,063,195	1,300,000	500,000	500,000	500,000	500,000	2,500,000
70801 Camelback Ranch Maint. Reserve	862,253	836,752	836,752	836,752	836,752	836,752	4,183,760
70803 Capital Repair-Arena	500,000	1,500,000	500,000	500,000	500,000	1,000,000	5,000,000
70804 *Tennis Courts at Paseo Park	0	400,000	0	0	0	0	0
84551 Civic Center Renovation	0	0	0	0	0	0	4,123,974
F0003 *Electrical Repairs/Replacement	0	0	0	0	0	0	1,500,000
F0004 *Exterior Repairs/Replacements	0	0	0	0	0	0	500,000
F0005 *City Hall - HVAC System	0	0	0	0	0	0	3,452,250
T1160 City Hall Parking Garage	0	0	0	0	0	0	1,675,193
<i>Replacement of Existing Assets</i>							
70805 Heart Monitors	0	1,000,000	0	0	0	0	0
70806 Replacement of Airpacks	0	0	1,649,850	0	0	0	0
70807 Purchase of Turnout Gear	0	650,000	0	0	0	0	0
77503 *Exterior Closure (Roofing)	0	0	0	0	0	0	2,500,000
81067 Civic Ctr. Maintenance	0	0	0	0	0	0	175,000
F0001 *HVAC Repair/Replacements	0	0	0	0	0	0	2,500,000
F0002 *Interior Repairs/Replacements	0	0	0	0	0	0	1,500,000
T4620 Resurface Library Parking Lots	0	0	0	0	0	0	250,000
T4730 Fuel Sites Equipment Upgrade	0	0	0	0	0	0	582,474
T5320 EOC Equipment Replacement	0	0	0	0	0	0	610,122
T5380 Replace HazMat Vehicle	0	0	0	0	0	0	616,071
Sub-Total - Existing Assets	3,425,448	5,686,752	3,486,602	1,836,752	1,836,752	2,336,752	31,668,844
New Assets							
<i>0</i>							
70808 *CBR Land IGA	0	668,646	668,646	0	1,086,822	0	0
70809 *Emergency Vehicle Preemption	0	99,655	329,789	0	0	0	0
Sub-Total - New Assets	0	768,301	998,435	0	1,086,822	0	0
Total Project Expenses:	\$3,425,448	\$6,455,053	\$4,485,037	\$1,836,752	\$2,923,574	\$2,336,752	\$31,668,844
Total FY 2017 Funding:		\$9,880,501					

PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2070-General Gov Capital Proj **Category: Other**

Project: 70800 - Building Maint. Reserve (I) **Funding Source: Other**

Project Description: This project is intended to support carryover of the building maintenance reserve for emergency and unplanned repairs and replacement of building components for various city facilities

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000
Miscellaneous/Other	\$2,063,195	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$2,063,195	\$1,300,000	\$500,000	\$500,000	\$500,000	\$500,000	\$2,500,000

Operating Description:

Project: 70801 - Camelback Ranch Maint. Reserve (I) **Funding Source: Other**

Project Description: Camelback Ranch Maint. Reserve

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
	\$59,224	\$0	\$0	\$0	\$0	\$0	\$0
Design	\$0	\$100,000	\$100,000	\$100,000	\$100,000	\$100,000	\$500,000
Design	\$100,000	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$491,277	\$0	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$525,000	\$525,000	\$525,000	\$525,000	\$525,000	\$2,625,000
Engineering Charges	\$0	\$9,250	\$9,250	\$9,250	\$9,250	\$9,250	\$46,250
Engineering Charges	\$9,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$5,250	\$0	\$0	\$0	\$0	\$0	\$0
Arts	\$0	\$5,250	\$5,250	\$5,250	\$5,250	\$5,250	\$26,250
Miscellaneous/Other	\$0	\$197,252	\$197,252	\$197,252	\$197,252	\$197,252	\$986,260
Miscellaneous/Other	\$197,252	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$862,253	\$836,752	\$836,752	\$836,752	\$836,752	\$836,752	\$4,183,760

Operating Description:

Project: 70803 - Capital Repair-Arena (I) **Funding Source: Other**

Project Description: City's contractual obligation to annually fund the capital repair at the arena per the July 8, 2013 agreement.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$1,500,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$5,000,000
Miscellaneous/Other	\$500,000	\$0	\$0	\$0	\$0	\$0	\$0
TOTAL	\$500,000	\$1,500,000	\$500,000	\$500,000	\$500,000	\$1,000,000	\$5,000,000

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70804* - Tennis Courts at Paseo Park (I) **Funding Source:** Other

Project Description: Tennis court resurfacing at Paseo Park

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$400,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 84551 - Civic Center Renovation (I) **Funding Source:** Other

Project Description: This enhancement would create another signature feature at the Glendale Civic Center. The east courtyard would be converted into more meeting room space with sky lighting. This project also involves renovating and developing the grass (open space), south of the Civic Center into functional use space that can be booked for private events. This 5,000 square foot renovation to the Civic Center will enhance amenities, provide more pre-function space, attract clients and allow the facility to remain competitive within the surrounding marketplace.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$756,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$2,633,126
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$50,850
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$62,699
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$26,331
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$130,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$394,968
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$70,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$4,123,974

Operating Description: Additional O and M will be needed in FY 2021. This project would include staffing of one Service Worker III position to help maintain the facility and provide additional supervision for event set-up as well for the renovated space and one secretary to assist with office support needs and increased events and bookings. Supplies are figured at \$0.75 per sq ft and \$3,000 for ongoing supplies/contracts, utilities at \$2.80 per sq ft, electrical at \$1,800 annually, building maintenance at \$2.00 per sq ft, equipment maintenance at \$0.40 per sq ft and building water usage at \$0.195 per sq ft for 5,000 sq ft of expanded Civic Center space. The Civic Center currently maintains 65% of the landscaping in the areas addressed in this request, so no new funding is needed for landscaping or refuse. A landscape company provides the other 35% of service. Currently the project is set up as a one time expense with no ongoing O and M ,any on going O and M costs related to this project will be absorbed by the Civic Center budget once the project is completed. A supplemental budget request will be submitted once the project is brought to completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$5,312,960
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$337,190
Utilities	\$0	\$0	\$0	\$0	\$0	\$700,000
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$499,550
Equip. Maint.	\$0	\$0	\$0	\$0	\$0	\$99,910
Insurance	\$0	\$0	\$0	\$0	\$0	\$60,690
Electrical	\$0	\$0	\$0	\$0	\$0	\$89,920
Water	\$0	\$0	\$0	\$0	\$0	\$35,720



PROJECT DETAIL: 2070-General Gov Capital Proj **Category: Other**

Project: F0003* - Electrical Repairs/Replacement (I) **Funding Source:** Other

Project Description: This project provides for funding in support of an annual program for the replacement and upgrade of lighting and electrical systems, which are required to restore lighting in city parks and upgrade lighting in city buildings. These upgrades are expected to reduce the consumption of electricity usage citywide and restore safety and security for citizens utilizing city parks and facilities. In FY 2022, these projects include lighting replacement at Bonsall North, Rose Lane and Sahuaro Ranch Parks. The ongoing costs from FY 2023 to FY 2026 include funding for the annual program as well as previously deferred projects to upgrade park lighting systems.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:

Project: F0004* - Exterior Repairs/Replacements (I) **Funding Source:** Other

Project Description: This project provides funding in support of an annual program for all exterior repairs and replacements such as painting, sealing, siding replacements, carpentry repairs, window and door replacements, ADA compliance, and plumbing repairs. Exterior repairs to city buildings are estimated to cost \$100,000 annually and are needed to preserve, protect and extend the useful life of the infrastructure. In FY 2022, project funding includes the replacement of siding and sealing/painting at Sahuaro Ranch Park and the airport terminal. Keeping the exterior surface coated in paint products protects the underlying building materials.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$500,000

Operating Description:

Project: F0005* - City Hall - HVAC System (I) **Funding Source:** Other

Project Description: Project provides for replacements and upgrades to the existing heating, ventilating and air conditioning (HVAC) system at Glendale city hall. Three floors of city hall (basement, sub-basement, and aspects of the first floor) were upgraded in previous fiscal years; whereas the remaining floors were deferred to upcoming years in the capital plan. Because the overall HVAC system has reached the end of its serviceable life, this project includes funding for the remaining floors (second, third, fourth and council chambers). Upgrades will include replacement of air handling units on each floor, enhancements to the control units in each suite, ductwork, piping, and associated electrical work. The HVAC system upgrades will improve indoor air quality and provide a new HVAC system life capacity of an additional 20+ years for the entire building.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,050,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$56,250
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$48,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$10,500
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,100,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$187,500
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$3,452,250

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: T1160 - City Hall Parking Garage (I) **Funding Source:** Other

Project Description: As part of the emergency garage repair in FY 2009, the structural engineer provided additional maintenance recommendations for the remainder of the city hall garage related to replacement or repair of synthetic cushions. Over the past 25 years, the natural expansion and contraction of the structure's elements have pushed out of place many of the synthetic cushions on which the 366 concrete beams are seated. This has caused the concrete to wear against bare concrete causing deterioration. Also, there are four locations that have significant deterioration that will require extra maintenance and repair before the deterioration becomes more costly.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$150,000
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$33,504
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$43,000
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$13,000
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$135,689
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,675,193

Operating Description: No additional O and M is needed for this project.

Project: 70805 - Heart Monitors (R) **Funding Source:** Other

Project Description: Purchase of 36 cardiac monitors. Currently, the department's heart monitors are adequate to provide service; however by FY 2019 they will be 14 to 15 years old and are expected to reach the end of their useful life. Heart monitors are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time which cannot be phased in when replaced. Personnel must all be able to train and work on the same type, make and model of equipment. The department will continue to seek alternative funding mechanisms such as grants as they become available. Heart monitors are currently on a maintenance contract which will cover the cost to repair or replace a malfunctioned monitor through FY2013.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Finance Charges	\$0	\$20,000	\$0	\$0	\$0	\$0	\$0
Equipment	\$0	\$980,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$1,000,000	\$0	\$0	\$0	\$0	\$0

Operating Description: O and M for the heart monitors would be needed starting in FY 2020. O and M will include two batteries a year per unit at (\$225 per battery x 60) and a 3% inflation has been added per year. A supplemental budget request will be submitted for once the project is near completion. O & M is currently budgeted in medical supplies.



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70806 - Replacement of Airpacks (R) **Funding Source:** Other

Project Description: Replacement of self-contained breathing apparatus (SCBAs) or air packs. The current supply is in compliance with National Fire Protection Association Standards through FY 2017. In FY 2017, 150 air packs will be outdated and in need of replacement. The useful life span of SCBAs is 7-10 years. Upgrades were completed in 2013 for all air packs. As components of the air packs fail, the department will repair or replace them using the department operating budget. Air packs are considered a capital expenditure due to the type of equipment requiring to be updated all at the same time; which cannot be phased in when replaced. Personnel must all be able to train and work on the same type, make and model of equipment. The department will continue to seek alternative funding mechanisms such as grants as they become available.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$32,350	\$0	\$0	\$0	\$0
Equipment	\$0	\$0	\$1,617,500	\$0	\$0	\$0	\$0
TOTAL	\$0	\$0	\$1,649,850	\$0	\$0	\$0	\$0

Operating Description: O and M includes maintenance and repair at \$70,000 annually and an additional \$36,000 (once every 5 years) for 2 hydro tests on 300 bottles at \$60.00 per bottle that is performed every 5 years. The current SCBA budget is \$17,291 and does not cover the O and M identified; an additional \$350,000 is necessary. The \$70,000 for annual maintenance and repair will be needed the year after purchase. A supplemental budget request will be submitted once the project is near

Project: 70807 - Purchase of Turnout Gear (R) **Funding Source:** Other

Project Description: Purchase of 120 sets of Fire Turnout Gear. This is the second set of turnout gear.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0
TOTAL	\$0	\$650,000	\$0	\$0	\$0	\$0	\$0

Operating Description:

Project: 77503* - Exterior Closure (Roofing) (R) **Funding Source:** Other

Project Description: This project provides funding in support of an annual roof repair and replacement program. Ongoing roofing repairs and replacements are required to improve the condition of City facilities and extend the useful life of the infrastructure. Citywide condition assessments will be conducted annually to evaluate roof conditions. In FY 20122, repairs or replacements to roofs at the Main Library, airport terminal, and Sahuaro Ranch Park buildings will be completed.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 81067 - Civic Ctr. Maintenance (R) **Funding Source:** Other

Project Description: The Civic Center's maintenance reserve annual allocation has been moved to operations as ongoing repair and maintenance of facility. The reserve will ensure that the Civic Center remains a competitive and high quality event venue and it is essential to the continued success of the facility.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$175,000

Operating Description: No additional O and M is needed.

Project: F0001* - HVAC Repair/Replacements (R) **Funding Source:** Other

Project Description: This project provides funding in support of an annual repair and replacement program for existing heating, ventilating and air conditioning (HVAC) systems at various city buildings, which have reached the end of their service life. The replacements and upgrades identified in the annual HVAC Repair/Replacement Program are estimated to cost \$500,000 annually. These HVAC system upgrades will improve air quality and renew life cycles of the replaced units. Projects in FY 2022 include the airport terminal, community center north, and equipment management.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description:

Project: F0002* - Interior Repairs/Replacements (R) **Funding Source:** Other

Project Description: This project provides funding in support of an annual program for interior building repairs and replacements such as flooring, ceiling tiles, carpeting, painting, wall coverings, ADA compliance, plumbing, fire protection upgrades and carpentry. Interior repair to city buildings are estimated to cost \$300,000 annually and are needed to preserve, protect and extend the useful life of infrastructure.

Capital Costs	Carryover	FY 2017	FY 2018	FY 2019	FY 2020	FY 2021	FYs 22-26
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,500,000

Operating Description:

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: T4620 - Resurface Library Parking Lots (R) **Funding Source:** Other

Project Description: This is a request to fund the repaving and sealing of the 26-year old asphalt parking lot at the Main Library and slurry seal the 14-year old parking lot at the Foothills Branch Library. The Main Library's parking lot has deteriorated to the point that a 1 1/2" fabric overlay is needed. The estimated cost to repair this is \$97,283. A heavy grade slurry seal is recommended for the Foothills Branch Library in order to preserve the life span of the asphalt, which, with proper maintenance, should reach 20-30 years. The estimated cost for this is \$33,188.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$250,000

Operating Description: O and M is required for asphalt maintenance starting in 2021. The industry standard for asphalt maintenance is to seal every 2-3 years from the completion date. This type of maintenance includes crack sealing and restriping of parking lots. A supplemental budget request will be submitted once the project is near completion. Adjusted for the future, the annual O and M would be \$30,479 for both lots (approximately \$15,240 for each lot/year).

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Bldg. Maint.	\$0	\$0	\$0	\$0	\$0	\$609,580

Project: T4730 - Fuel Sites Equipment Upgrade (R) **Funding Source:** Other

Project Description: This project reflects the replacement of all City of Glendale fuel dispensing equipment that will reach its maximum useful life over the next ten years. The project includes installation of new fuel dispensing pumps, monitoring and tank leak detection systems and replacement of the fuel tracking system at The Field Operations Center, Fire Station 153 and Fire Station 155. Completion of this project will ensure reporting accuracy, equipment stability and integrity, and improved customer service.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$0	\$0	\$0	\$0	\$0	\$5,357
Construction	\$0	\$0	\$0	\$0	\$0	\$0	\$518,397
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$2,872
Engineering Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$25,664
Arts	\$0	\$0	\$0	\$0	\$0	\$0	\$5,184
Contingency	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$582,474

Operating Description: The software is a one-time purchase and the yearly license agreement will be paid through the departments existing budget.. No annual maintenance is required, if repairs are required vendors will be paid through existing operational budgets. Contributions to the Technology Replacement Fund are being made for the hardware currently being used and no additional hardware would be needed at this time.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$10,000



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: T5320 - EOC Equipment Replacement (R) **Funding Source:** Other

Project Description: This project funds the replacement of the information technology based equipment in the City's Emergency Operations Center (EOC), and places the EOC equipment in the city's technology replacement fund (TRF) to ensure software and hardware updates occur in conjunction with normal city rollouts. The EOC was built in 2006 and EOC equipment was not funded for the TRF due to the annual cost. Equipment updates were to be funded through the capital improvement process as equipment reached the end of its service life. Not being part of the TRF, results in lack of timely equipment replacement and unfunded requirements each time there is a software update, modifications to hardware are required, or there are equipment failures. The frequency of these unfunded requirements continues to rise as the equipment ages. EOC equipment will be two and a half times past its typical service life in the year 2020.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$14,881
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$595,241
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$610,122

Operating Description: This project will replace existing equipment and systems at the EOC. This equipment will be placed in the technology replacement fund at a cost of \$152,530 annually, or \$610,122 over the four year replacement cycle. Approximately 1/4 of the equipment will be replaced each year. The equipment includes the audiovisual, software, hardware, and communications equipment used in the EOC to support emergency and special event operations.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$8,177,030

Project: T5380 - Replace HazMat Vehicle (R) **Funding Source:** Other

Project Description: Replacement of a HazMat vehicle for the hazardous materials team. The current truck will have served its useful life of 10 years by FY 2019. This vehicle is supported by Fleet Management staff and anticipated mileage is 10,000 miles per year.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Finance Charges	\$0	\$0	\$0	\$0	\$0	\$0	\$12,321
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$603,750
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$616,071

Operating Description: No additional O and M is needed since the Hazmat truck will be replacing the current vehicle, which will not be used as a reserve vehicle.

Project: 70808* - CBR Land IGA (N) **Funding Source:** Other

Project Description: This is an intergovernmental agreement with the City of Phoenix for repayment of land at Camelback Ranch Facility. The agree states the City will pay the following amounts: FY 17 and 18 \$668,646 - FY 20 \$1,086,822

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Land	\$0	\$668,646	\$668,646	\$0	\$1,086,822	\$0	\$0
TOTAL	\$0	\$668,646	\$668,646	\$0	\$1,086,822	\$0	\$0

Operating Description:



PROJECT DETAIL: 2070-General Gov Capital Proje **Category: Other**

Project: 70809* - Emergency Vehicle Preemption (N) **Funding Source:** Other

Project Description: The fifty-eight (58) high-priority Emergency Vehicle Preemption (EVP) installation intersections (located citywide). Forty-eight (48) will be located at arterial to arterial intersections, five (5) will be located at fire station access signals, and five (5) will be located along high priority corridors.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Design	\$0	\$95,000	\$0	\$0	\$0	\$0	\$0
Construction	\$0	\$0	\$311,416	\$0	\$0	\$0	\$0
Engineering Charges	\$0	\$4,655	\$15,259	\$0	\$0	\$0	\$0
Arts	\$0	\$0	\$3,114	\$0	\$0	\$0	\$0
TOTAL	\$0	\$99,655	\$329,789	\$0	\$0	\$0	\$0

Operating Description: Estimate confirmation lights will need bulb replaced once a year. (58 locations X 4 bulbs X \$5). Estimate 5% of EVP equipment will need to be replaced in first 5 years and then 10% after that. Estimate after 5 years, trouble calls will be 3 visits to each location annually with 75% being after hours. (3 X 58 locations X 2 hr callout X \$30 X 75%).



FUND SUMMARY: 2150-Technology Infrastructure **Category: Other**

	<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>				
Existing Assets						
<i>Improvement of Existing Assets</i>						
T7010 Traffic Management Center	0	0	0	0	0	1,325,000
<i>Replacement of Existing Assets</i>						
T7030 Project/Permit Tracking System	0	0	0	0	0	2,500,000
T7050 Facility Audio/Visual Systems	0	0	0	0	0	1,020,000
<i>Sub-Total - Existing Assets</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>0</i>	<i>4,845,000</i>
Total Project Expenses:	\$0	\$0	\$0	\$0	\$0	\$4,845,000
Total FY 2017 Funding:	\$0					

PROJECT DETAIL: 2150-Technology Infrastructure **Category: Other**

Project: T7010 - Traffic Management Center (I) **Funding Source:** General Fund

Project Description: The city acquired the Mobile Command Center (MCC) in 2000 and opened the Traffic Management Center (TMC) in 2004 (upgraded in 2014) to improve the city's management of incidents, events, and day-to-day traffic. Signal system management software along with audio/visual and communications equipment within these two centers needs to be upgraded to enhance system functionality and coordination between the Police Department, Traffic Management Center, and Emergency Operations Center.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
IT/Phone/Security	\$0	\$0	\$0	\$0	\$0	\$0	\$25,000
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,300,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,325,000

Operating Description: No additional O and M is needed. This project replaces and upgrades the existing system. O and M of this system is currently funded in the Transportation Department operating budget.



PROJECT DETAIL: 2150-Technology Infrastructure **Category: Other**

Project: T7030 - Project/Permit Tracking System (R) **Funding Source:** General Fund

Project Description: The current project/permit system provides automated tracking of all construction projects and city assets. The system is used by the Building Safety, Planning, Transportation, Utilities, Sanitation, Fire, Engineering, Code Compliance, and Economic Development departments for plan review and inspections. The city's current system is supported by Infor which is not expected to continue support indefinitely. Funding is requested to replace or upgrade the current system with a web-based system before the current system becomes obsolete.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Miscellaneous/Other	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$2,500,000

Operating Description: The \$160,902 is required for the ongoing service and maintenance agreement associated with the software purchase. Staffing is for a Database Administrator. This FTE would provide ongoing technical assistance and support to the nine departments using the system. The current system maintenance costs are \$43,000 per year, with increases of approximately 2% per year. The requirements for the new system are in addition to this current cost. A supplemental budget request will be submitted once the project is near completion.

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Staffing	\$0	\$0	\$0	\$0	\$0	\$3,744,100
Supplies/Contr	\$0	\$0	\$0	\$0	\$0	\$1,609,020

Project: T7050 - Facility Audio/Visual Systems (R) **Funding Source:** General Fund

Project Description: This project covers replacement of citywide audio/visual (A/V) equipment. The serviceable life for a number of the identified systems have been extended beyond their expected life cycle, currently all systems are functioning properly. The systems identified for future replacement include: the Sahuaro Ranch ball complex, the Foothills ball complex and city pools, A/V equipment in the City Hall Complex, the Main Library A/V and lighting systems, the Adult Center's audio, lighting and security systems, the Foothills Library, and the security camera systems at the Foothills Skate Court and WARP X-Court.

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Equipment	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000
TOTAL	\$0	\$0	\$0	\$0	\$0	\$0	\$1,020,000

Operating Description:

<u>Operating Costs</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
PC/Vehicle Replacement	\$0	\$0	\$0	\$0	\$0	\$7,584,900



FUND SUMMARY: 1220-Arts Commission **Category: Other**

		<u>FY 2017:</u>	<u>FY 2018:</u>	<u>FY 2019:</u>	<u>FY 2020:</u>	<u>FY 2021:</u>	<u>FYs 22-26:</u>
Capital Project Expenses	<u>Carrvoer</u>	<u>New Funding</u>					
New Assets							
0							
84650 Municipal Arts Program	483,849	200,000	200,000	200,000	142,943	0	0
Sub-Total - New Assets	483,849	200,000	200,000	200,000	142,943	0	0
Total Project Expenses:	\$483,849	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0
Total FY 2017 Funding:		\$683,849					

PROJECT DETAIL: 1220-Arts Commission **Category: Other**

Project: 84650 - Municipal Arts Program (N) **Funding Source:** Capital Plan

Project Description: City Council Ordinance No. 1226 created a Municipal Art Fund which provides for the purchase of works of art for public places. This consists of commissioned, non-commissioned and the performing arts, all reviewed and recommended by the Glendale Arts Commission (via the Annual Arts Plan).

<u>Capital Costs</u>	<u>Carryover</u>	<u>FY 2017</u>	<u>FY 2018</u>	<u>FY 2019</u>	<u>FY 2020</u>	<u>FY 2021</u>	<u>FYs 22-26</u>
Contingency	\$285,049	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$198,800	\$0	\$0	\$0	\$0	\$0	\$0
Miscellaneous/Other	\$0	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0
TOTAL	\$483,849	\$200,000	\$200,000	\$200,000	\$142,943	\$0	\$0

Operating Description: Total O&M for maintaining the city art inventory is \$173,162.

FY 2017-2026 CAPITAL IMPROVEMENT PLAN
Fund Summary and Project Detail



\$72,145,121	\$122,242,658	\$117,818,048	\$59,976,197	\$36,783,032	\$37,161,761	\$540,638,086
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