



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

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

Tuesday, August 11, 2015

6:00 PM

Council Chambers

Voting Meeting

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

CALL TO ORDER

POSTING OF COLORS

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

CITIZEN COMMENTS

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

APPROVAL OF THE MINUTES OF JUNE 23, 2015 VOTING MEETING AND JULY 24, 2015 SPECIAL VOTING MEETING

1. 15-491 APPROVAL OF THE MINUTES OF JUNE 23, 2015 VOTING MEETING AND JULY 24, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

Attachments: Meeting Minutes of June 23, 2015
Meeting Minutes of July 24, 2015

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. **15-484** APPROVE SPECIAL EVENT LIQUOR LICENSES, DEEP WITHIN REHAB CENTER
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Application
 Calls for Service

3. **15-485** APPROVE SPECIAL EVENT LIQUOR LICENSES, LUMP BUSTERS
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Application
 Calls for Service

4. **15-492** APPROVE OFF-TRACK BETTING LICENSE NO. 5-17268, TURF PARADISE AT THE NEST RESTAURANT
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Calls for Service

5. **15-486** APPROVE LIQUOR LICENSE NO. 5-16915, STREETS OF NEW YORK
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Map
 Calls for Service

6. **15-487** APPROVE LIQUOR LICENSE NO. 5-13281 DUBINA BREWING COMPANY
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Map
 Calls for Service

7. **15-488** APPROVE LIQUOR LICENSE NO. 5-16941, RICHARD NOGGINS TAVERN
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Map
 Calls for Service

8. **15-489** APPROVE LIQUOR LICENSE NO. 5-17040, PULL N SAVE
Staff Contact: Susan Matousek, Revenue Administrator
Attachments: Map
 Calls for Service

9. **15-490** APPROVE LIQUOR LICENSE NO. 5-17173, EXPRESS FOOD MART
Staff Contact: Susan Matousek, Revenue Administrator
- Attachments: Map
 Calls for Service
10. **15-507** AUTHORIZATION TO ENTER INTO A CONTRACT WITH STANDARD
PRINTING COMPANY, INC., DOING BUSINESS AS INFORMATION
OUTSOURCE, FOR PRINTING, FOLDING, INSERTING, AND MAILING
SERVICES
Staff Contact: Vicki Rios, Interim Director, Finance and Technology
- Attachments: Contract
11. **15-493** AUTHORIZATION FOR AN ADDITIONAL EXPENDITURE FROM THE
MUNICIPAL ARTS FUND FOR THE "ART OF FIRST RESPONSE" PROJECT
Staff Contact: Debora Black, Police Chief
- Attachments: Signed Amendment No. 1 - Ziemba Additional Purchase
12. **15-497** AUTHORIZATION TO AWARD BID 15-22, ENTER INTO AN AGREEMENT,
AND APPROVE THE EXPENDITURE OF FUNDS FOR POLICE UNIFORMS
AND EQUIPMENT FROM FX TACTICAL
Staff Contact: Debora Black, Police Chief
- Attachments: Bid Offer Agreement
 Bid Tabulation
13. **15-499** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CRISIS
PREPARATION AND RECOVERY, INC. AND APPROVE THE EXPENDITURE
OF FUNDS FOR PSYCHOLOGICAL SERVICES FOR THE POLICE
DEPARTMENT
Staff Contact: Debora Black, Police Chief
- Attachments: Agreement
 Bid Tabulation
14. **15-512** AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH H&E
EQUIPMENT SERVICES, INC., FOR ADDITIONAL COSTS ASSOCIATED WITH
FIRE TRUCK PURCHASE
Staff Contact: Chris DeChant, Interim Fire Chief
- Attachments: Original Linking Agreement - C-9281
 Invoice for Fire Trucks
15. **15-513** AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CBI
SECURITY SERVICE
Staff Contact: Elizabeth R. Finn, Presiding Judge
- Attachments: Linking Agreement
16. **15-475** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES

AGREEMENT WITH CITYGATE ASSOCIATES, LLC FOR COMPREHENSIVE ANALYSIS OF PUBLIC SAFETY SERVICES

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

Attachments: Professional Services Agreement

17. **15-494** EXPENDITURE AUTHORIZATION FOR ANNUAL MEMBERSHIP FEE TO VALLEY METRO RAIL, INC.

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Joint Powers Agreement - Sept 2002

18. **15-495** AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KARY ENVIRONMENTAL SERVICES, INC., FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Agreement
Bid Tabulation

19. **15-500** AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC AND AUTHORIZATION FOR COOPERATIVE PURCHASE OF A CATERPILLAR LOADER FOR THE GLENDALE MATERIALS RECOVERY FACILITY

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Linking Agreement

CONSENT RESOLUTIONS

20. **15-503** AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7410 WEST BELL ROAD

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 4999
License Agreement
Standardized Fees for Distributed Antenna System

21. **15-504** AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7831 NORTH 59TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5000
License Agreement
Standardized Fees for Distributed Antenna System

22. **15-505** AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS

(VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 8143 NORTH 47TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5001
License Agreement
Standardized Fees for Distributed Antenna System

23. 15-506 AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 22800 NORTH 67TH AVENUE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5002
License Agreement
Standardized Fees for Distributed Antenna System

24. 15-502 AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF GLENDALE MUNICIPAL AIRPORT IMPROVEMENTS
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5003
Grant Agreement

25. 15-528 AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 1
Staff Contact: Jack Friedline, Director, Public Works

Attachments: Resolution 5004
License Agreement

26. 15-498 AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EL MIRAGE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5005
Intergovernmental Agreement

27. 15-508 AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE
Staff Contact: Debora Black, Police Chief

Attachments: Resolution 5006
Agreement - Equitable Sharing and Certification

28. 15-511 AUTHORIZATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION FOR COMMUNITY ACTION PROGRAM FUNDING
Staff Contact: Erik Strunk, Director, Community Services

Attachments: Resolution 5007
2015-16 Independent Contractor Agreement

LAND DEVELOPMENT ACTIONS

29. 15-509 FINAL PLAT (FP) APPLICATION FP15-01: PARKSIDE - 7225 NORTH 77TH LANE
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: FP15-01
FP15-01a
Final Plat

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)).



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5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 15-491, **Version:** 1

APPROVAL OF THE MINUTES OF JUNE 23, 2015 VOTING MEETING AND JULY 24, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Tuesday, June 23, 2015

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Gary Sherwood

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER**Rollcall**

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

PLEDGE OF ALLEGIANCE**PRAYER/INVOCATION**

Pastor James Kordon of the Camelback Community Church offered the invocation.

CITIZEN COMMENTS

James Deibler, a Phoenix resident, thanked Mayor Weiers and the Councilmembers for cancelling the arena management deal and said the deal was a waste of money for Glendale. He said they needed to lower the taxes in Glendale to match the city of Scottsdale's tax rate. He said this would result in more jobs coming to Glendale and the city could fund more programs in the city. He would also like to see Glendale partner with the city of Tolleson to help provide it with clean drinking water and he spoke about the wastewater treatment plants. He said the deal would benefit both Glendale and Tolleson. He also wanted Mayor Weiers to attend an event at Midwestern University to help raise money for autism disease research.

Shelly Honn, a Barrel resident, said she was here to discuss backyard chickens and wanted the city to allow, in areas that were not restricted by HOA bylaws, residents to have a limited number of hens per household with no roosters. She spoke about the fees residents have to pay to allow that type of zoning, with no guarantee that the zoning would change. She said she resides in a non-HOA development and her residence is not zoned for chickens. She said they have had chickens for over two years and have not had any issues until recently. She spoke about the ordinances she found while doing research about this issue. She mentioned several cities that do allow chickens. She also discussed the benefits of having chickens and said more people desire to have chickens at their homes. She said the city should encourage farming on a micro scale and said people who are interested in raising chickens already have them. She said she would like to live as sustainable as possible.

Rev. Jarrett Maupin, a Phoenix resident, wanted to thank the Council for the tough decisions they have made. He said a lot of people do appreciate the hard work they are doing and decisions they are making.

Ron Kolb, an Ocotillo resident, wanted to pay tribute to Ken Jones, who recently passed away. He said Mr. Jones really cared about the city and said Mr. Jones' past comments have shown the city has made mistakes. He said it took a lot of guts for the Council to do what they did regarding the Coyotes. He said special interest groups are coming after the Councilmembers, who voted to cancel the Coyotes' contract, individually with recall efforts. He said the deal should never have been made in the first place and it violated state law. He said recall efforts won't be successful. He thanked the Council for being accessible to discuss items, even when they disagree. He appreciates the dialogue with

the Councilmembers.

John Mendibles, a Yucca resident, spoke of courage and insight by the Council. He said the Council has been taking its time to move slowly on this issue. He said the city is not backing down. He said the recall is insulting to the Council as honorable people. He said the truth will come out. He said the city took a first step and asked how citizens can support sports and not support veterans that fight for their freedom. He said the Councilmembers will abide by the law.

Gary Hirsch, a Cactus resident, spoke about the recall committee sponsors. He said there are times that Council conduct is so egregious that recall is necessary to restore honor and reputation. He said the election for the recall of Councilmember Sherwood is scheduled for November 3, 2015. He said there is a special interest group using this issue as a launching pad to begin inappropriate recall requests which are without merit, disrespectful of the voters and of the recall process. He said the stated reasons for the recall is misleading and uses scare tactics regarding the Public Safety budgets. He said there are no reasonable grounds for recall under these circumstances. He said the Councilmembers have an obligation to protect the legal rights and interests of the taxpayers of the city. He said citizens should actively oppose recall of those four Councilmembers that voted to cancel the Coyotes' contract.

Randy Miller, a Barrel resident, said he was watching Councilmember Turner closely and said he is proud of the job he has done. He spoke about his own run for Council and said Councilmember Turner has addressed the elephant in the room. He said the Councilmembers knew how serious this vote was and now is the time to stick to their guns. He said the city is behind the Council. He asked the Council to stay the course then stated they have his appreciation.

Justin Harris, a Phoenix resident, said he was President of the Glendale Law Enforcement Association and said he was speaking on behalf of his coalition. He felt compelled to come speak regarding the recall petitions that have been taken out. He said he does not appreciate the Glendale First Political Committee misrepresenting facts and saying the Council does not support Public Safety. He commented the people who are heading up the recall effort attended a hockey game with Councilmember Sherwood as a host. He also spoke about comments made by Bea Wyatt, a member of the Committee. He said the five Councilmembers that voted to stop the agreement are the Councilmembers that are now the subject of a recall. He said several Councilmembers do support Public Safety. He said in years past, Public Safety has been understaffed while the city gave millions of dollars to the hockey team. He thanked Mayor Weiers, Vice Mayor Hugh, Councilmember Tolmachoff, Councilmember Aldama and Councilmember Turner for their unwavering support of Public Safety. He thanked them for upholding state law. He said he spoke up tonight to protect his members and the public from a special interest group that wanted to use Public Safety as the reason for the recall. He urged the public not to support the recall against Councilmember Turner and Councilmember Tolmachoff because it is misrepresentation of the facts.

Mayor Weiers acknowledged that the former Mayor Scruggs was in the audience, and welcomed her.

APPROVAL OF THE MINUTES OF JUNE 9, 2015 VOTING MEETING AND JUNE 10, 2015 SPECIAL VOTING MEETING

1. [15-478](#) APPROVAL OF THE MINUTES OF THE JUNE 9, 2015 VOTING MEETING AND THE JUNE 10, 2015 SPECIAL VOTING MEETING

Staff Contact: Pamela Hanna, City Clerk

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

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

BOARDS, COMMISSIONS AND OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

PRESENTED BY: Vice Mayor Ian Hugh

2. [15-456](#) BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

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

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

PROCLAMATIONS AND AWARDS

3. [15-459](#) PROCLAIM JULY 2015 AS PARKS AND RECREATION MONTH
Staff Contact: Erik Strunk, Director, Community Services
Presented By: Office of the Mayor
Accepted By: Ms. Barbara R. Cole, Chairperson, Parks and Recreation Commission, and Mr. John Krystek, Commissioner, and Mr. Robert Irons, Commissioner

Mayor Weiers proclaimed July 2015 as Parks and Recreation Month.

The award was accepted by Barbara R. Cole, John Krystek and Robert Irons.

4. [15-306](#) PROCLAIM AUGUST 2015 AS DROWNING IMPACT AWARENESS MONTH
Staff Contact: Chris DeChant, Interim Fire Chief
Presented By: Office of the Mayor
Accepted By: Ms. Lori Schmidt, President, Drowning Prevention Coalition of Arizona

Mayor Weiers proclaimed August 2015 as Drowning Impact Awareness Month.

The award was accepted by Lori Schmidt.

CONSENT AGENDA

Mr. Richard Bowers, Acting City Manager, read agenda item numbers 5 through 46.

Ms. Pamela Hanna, City Clerk, read consent agenda resolution item numbers 47 through 76 by number and title.

Councilmember Aldama requested that item 42 be heard separately.

Councilmember Chavira requested that item 49 be heard separately.

5. [15-389](#) APPROVE SPECIAL EVENT LIQUOR LICENSES, 100 CLUB OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

6. [15-392](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, ASSYRIAN CHURCH OF THE EAST
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

7. [15-414](#) APPROVE SPECIAL EVENT LIQUOR LICENSE, LEUKEMIA & LYMPHOMA SOCIETY
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

8. [15-393](#) APPROVE LIQUOR LICENSE NO. 5-16834, DESERT ROSE
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

9. [15-394](#) APPROVE LIQUOR LICENSE NO. 5-16821, SUSHI CATCHER
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

10. [15-415](#) APPROVE LIQUOR LICENSE NO. 1-48980, AMC THEATRES WESTGATE 20
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

11. [15-417](#) APPROVE LIQUOR LICENSE NO. 1-20682, AMC THEATRES ARROWHEAD TOWNE CENTER 14
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

12. [15-450](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH PT ASSET MANAGEMENT, D.B.A. PUBLIC TRUST ADVISORS, FOR INVESTMENT ADVISORY SERVICES

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

This agenda item was approved.

13. [15-454](#) AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH W.W. GRAINGER, INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

14. [15-455](#) AUTHORIZATION TO ENTER INTO A MULTI-YEAR LINKING AGREEMENT WITH HOME DEPOT, U.S.A., INC., FOR THE PURCHASE OF RETAIL MAINTENANCE, REPAIR AND OPERATING COMMODITIES AND RELATED SERVICES AND EXPENDITURE OF FUNDS
Staff Contact: Vicki Rios, Interim Director, Finance and Technology

This agenda item was approved.

15. [15-421](#) POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources and Risk Management

This agenda item was approved.

16. [15-278](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH HD SUPPLY WATERWORKS GROUP, INC., DOING BUSINESS AS HD SUPPLY WATERWORKS, LTD, FOR THE PURCHASE OF FIRE HYDRANTS AND PARTS UTILIZING A CITY OF CHANDLER COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

17. [15-289](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH WILSON ENGINEERS AND APPROVE THE EXPENDITURE OF FUNDS FOR ODOR CONTROL AND DISINFECTION SYSTEM IMPROVEMENTS AT THE WEST AREA WATER RECLAMATION FACILITY
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

18. [15-351](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH VULCAN ASPHALT, LLC, FOR THE PURCHASE OF ROAD MATERIALS UTILIZING A CITY OF PEORIA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services

This agenda item was approved.

19. [15-357](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH POLYDYNE, INC., FOR THE PURCHASE OF POLYMERS UTILIZING A CITY OF SCOTTSDALE COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
20. [15-358](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION MANAGER AT RISK AGREEMENT WITH PCL CONSTRUCTION, INC., FOR DESIGN PHASE SERVICES
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
21. [15-364](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH PRIMATECH L.L.C., FOR THE LOWER SYSTEM WEST SIDE WASTEWATER MASTER PLAN UPDATE
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
22. [15-371](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DPC ENTERPRISES, L.P., FOR THE PURCHASE OF CHLORINE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
23. [15-372](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH THATCHER COMPANY OF ARIZONA, INC., FOR THE PURCHASE OF 25% CAUSTIC SODA, SODIUM BISULFITE, AND FLUORIDE UTILIZING A CITY OF MESA COOPERATIVE PURCHASING CONTRACT
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
24. [15-425](#) AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH J.R. FILANC CONSTRUCTION COMPANY, INC., AND APPROVE THE EXPENDITURE OF FUNDS FOR THE REPLACEMENT OF A SURGE TANK AT THE HILLCREST RANCH BOOSTER STATION
Staff Contact: Craig Johnson, P.E., Director, Water Services
This agenda item was approved.
25. [15-381](#) FISCAL YEAR 2015-16 PERFORMING ARTS PARTNERSHIP PROGRAM
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.

26. [15-464](#) AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BAKER & TAYLOR, LLC, FOR MEDIA RESOURCES, EBOOKS, AND ERESOURCES
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
27. [15-465](#) AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH BRAINFUSE, INC., FOR ELECTRONIC SERVICES
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
28. [15-463](#) AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH MIDWEST TAPE, LLC, FOR MEDIA RESOURCES AND ELECTRONIC RESOURCES
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
29. [15-466](#) AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH OVERDRIVE, INC., FOR EBOOKS AND ERESOURCES
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
30. [15-467](#) AWARD OF BID AND AUTHORIZATION TO ENTER INTO AN AGREEMENT FOR SERVICES WITH RECORDED BOOKS, INC., FOR MEDIA AND ELECTRONIC RESOURCES
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
31. [15-460](#) AWARD OF CONTRACT TO DIAMOND RIDGE DEVELOPMENT CORPORATION FOR TRADE MAINTENANCE SERVICES FOR COMMUNITY HOUSING
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
32. [15-383](#) EXPENDITURE AUTHORIZATION FOR LEAGUE OF ARIZONA CITIES AND TOWNS 2015-16 MEMBERSHIP DUES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs
This agenda item was approved.
33. [15-445](#) AUTHORIZATION TO ENTER INTO A CONTRACT FOR HELICOPTER AIR-MEDICAL AND LOGISTIC OPERATIONS (HALO) WITH PETROLEUM HELICOPTERS INCORPORATED AIR MEDICAL, LLC

Staff Contact: Chris DeChant, Interim Fire Chief

This agenda item was approved.

34. [15-424](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH GREATER PHOENIX ECONOMIC COUNCIL
Staff Contact: Brian Friedman, Director, Economic Development
This agenda item was approved.
35. [15-388](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH COMBS CONSTRUCTION COMPANY, INC., FOR THE FY2014/2015 MILL AND OVERLAY PROJECT
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
36. [15-390](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH HEMPELMAN AUTO PARTS CO., DOING BUSINESS AS NAPA AUTO PARTS, FOR ONSITE AUTOMOTIVE AND HEAVY EQUIPMENT PARTS, REPAIR, AND SERVICES
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
37. [15-398](#) APPROVAL OF THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO RELEASE ESCROW ACCOUNT FUNDS TO ICEARIZONA MANAGER CO., LP, FOR THE FISCAL YEAR 2015-16 GILA RIVER ARENA CAPITAL REPAIRS/REPLACEMENT PROGRAM
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
38. [15-400](#) APPROVAL OF THE FISCAL YEAR 2015-16 CAMELBACK RANCH – GLENDALE CAPITAL REPAIRS/REPLACEMENT PROGRAM; AUTHORIZATION FOR THE ACTING CITY MANAGER TO EXPEND FUNDS TO REIMBURSE CAMELBACK SPRING TRAINING, LLC, FOR CAPITAL REPAIRS MADE AT CAMELBACK RANCH - GLENDALE IN FISCAL YEAR 2015-16
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
39. [15-401](#) AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH TSG CONSTRUCTORS, LLC, FOR CONSTRUCTION OF THE TRANSIT CENTER AT ARROWHEAD TOWNE CENTER
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

40. [15-402](#) AUTHORIZATION TO ENTER INTO AN 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.
41. [15-403](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRE SERVICE WORKER'S SERVICE WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC, DOING BUSINESS AS GCR TIRES & SERVICE
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
43. [15-406](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH COFFMAN ASSOCIATES, INC., FOR THE AIRPORT LAYOUT PLAN UPDATE AND NARRATIVE REPORT
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
44. [15-407](#) AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH HDR ENGINEERING, INC., FOR THE GLENDALE TRANSPORTATION PLAN UPDATE
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
45. [15-408](#) AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES WITH BRIDGESTONE AMERICAS TIRE OPERATIONS, LLC
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
46. [15-412](#) AUTHORIZATION TO ENTER INTO A LICENSE AGREEMENT WITH ARROWHEAD TOWNE CENTER, LLC, FOR THE LOCATION OF A TRANSIT CENTER FACILITY
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

CONSENT RESOLUTIONS

47. [15-411](#) AUTHORIZATION TO ENTER INTO CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FIXED-ROUTE BUS SERVICE
Staff Contact: Jack Friedline, Director, Public Works
RESOLUTION NO. 4966 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY,

IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 1 OF AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR THE OPERATION OF FIXED ROUTE BUS SERVICES IN THE CITY OF GLENDALE.

This agenda item was approved.

48. [15-420](#) AUTHORIZATION TO ENTER INTO AN AMENDMENT TO AN INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY FOR TRANSIT SERVICES
Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4967 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 AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE REGIONAL PUBLIC TRANSPORTATION AUTHORITY (RPTA) FOR THE PROVISION OF PUBLIC TRANSPORTATION SERVICES.

This agenda item was approved.

50. [15-457](#) AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "GO MOBILE @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4969 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE LIBRARY SERVICES AND TECHNOLOGY ACT GRANT IN THE APPROXIMATE AMOUNT OF \$41,789 FROM THE ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS AGENCY FOR THE "GO MOBILE @ YOUR LIBRARY" PROJECT.

This agenda item was approved.

51. [15-458](#) AUTHORIZATION TO ACCEPT A LIBRARY SERVICES TECHNOLOGY ACT GRANT: "TELL YOUR STORY @ YOUR LIBRARY" FOR THE GLENDALE PUBLIC LIBRARY SYSTEM
Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4970 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE LIBRARY SERVICES AND TECHNOLOGY ACT GRANT IN THE APPROXIMATE AMOUNT OF \$22,450 FROM THE ARIZONA STATE LIBRARY, ARCHIVES AND PUBLIC RECORDS AGENCY FOR THE "TELL YOUR STORY @ YOUR LIBRARY" PROJECT.

This agenda item was approved.

52. [15-462](#) AMENDMENT TO THE FY 2014-2015 INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY DEPARTMENT OF HUMAN

SERVICES

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4971 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 AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH THE MARICOPA COUNTY DEPARTMENT OF HUMAN SERVICES FOR INCREASED FUNDING FOR THE INFILL HOUSING PROJECTS.

This agenda item was approved.

53. [15-461](#) AUTHORIZATION TO AMEND THE FY 2014-2015 HABITAT FOR HUMANITY CENTRAL ARIZONA HOME DEVELOPMENT AGREEMENT C-9765

Staff Contact: Erik Strunk, Director, Community Services

RESOLUTION NO. 4972 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 FIRST AMENDMENT TO THE DEVELOPMENT AGREEMENT FOR INFILL HOUSING DEVELOPMENT UNDER THE HOME INVESTMENT PARTNERSHIP PROGRAM WITH HABITAT FOR HUMANITY CENTRAL ARIZONA; AND DIRECTING THAT THE AGREEMENT BE RECORDED.

This agenda item was approved.

54. [15-447](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE ELECTION SERVICE FOR THE 2015 SPECIAL ELECTION AND APPROVE A FY15-16 GENERAL FUND CONTINGENCY REQUEST

Staff Contact: Pamela Hanna, City Clerk

RESOLUTION NO. 4973 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT WITH THE MARICOPA COUNTY ELECTIONS DEPARTMENT FOR ELECTION SERVICES; AND FURTHER AUTHORIZING A BUDGET APPROPRIATION TRANSFER.

This agenda item was approved.

55. [15-413](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF REVENUE REGARDING ADMINISTRATION OF TAXES

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

RESOLUTION NO. 4974 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN INTERGOVERNMENTAL AGREEMENT ENTITLED "INTERGOVERNMENTAL AGREEMENT BETWEEN THE STATE OF ARIZONA AND CITY/TOWN OF GLENDALE" REGARDING THE ADMINISTRATION OF TRANSACTION PRIVILEGE TAX.

This agenda item was approved.

56. [15-327](#) 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 2015-16 SCHOOL YEAR
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4975 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 GLENDALE ELEMENTARY SCHOOL DISTRICT NO. 40 FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CHALLENGER MIDDLE SCHOOL AND ONE POLICE OFFICER AT HAROLD W. SMITH ELEMENTARY SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

This agenda item was approved.

57. [15-418](#) AUTHORIZATION TO ENTER INTO GRANT AGREEMENT DUIAC-E-055 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4976 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY TO ENTER INTO A GRANT AGREEMENT WITH THE GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND THE OVERSIGHT COUNCIL ON DRIVING OR OPERATING UNDER THE INFLUENCE ABATEMENT ON BEHALF OF THE GLENDALE POLICE DEPARTMENT

This agenda item was approved.

58. [15-427](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF TOLLESON TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4977 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 TOLLESON FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

59. [15-428](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PEORIA TO PROVIDE LAW

ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY
OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4978 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 PEORIA FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

60. [15-429](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF GOODYEAR TO PROVIDE LAW
ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY
OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4979 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 CITY OF GOODYEAR FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

61. [15-430](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF BUCKEYE TO PROVIDE LAW
ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY
OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4980 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 CITY OF BUCKEYE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

62. [15-431](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE CITY OF PHOENIX TO PROVIDE LAW
ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY
OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4981 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 PHOENIX FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

63. [15-432](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SURPRISE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4982 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 CITY OF SURPRISE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

64. [15-433](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4983 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR LAW ENFORCEMENT AND SECURITY SERVICES OF EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

65. [15-437](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4984 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA BOARD OF REGENTS FOR AND ON BEHALF OF ARIZONA STATE UNIVERSITY FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

66. [15-438](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF AVONDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4985 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 AVONDALE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

67. [15-439](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF CHANDLER TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4986 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 CHANDLER FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

68. [15-440](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH MARICOPA COUNTY TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4987 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 MARICOPA COUNTY FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

69. [15-442](#) AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF SCOTTSDALE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY

OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4988 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 SCOTTSDALE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

70. [15-443](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE TOWN OF WICKENBURG TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4989 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 TOWN OF WICKENBURG FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

This agenda item was approved.

71. [15-444](#)

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 2014-15 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4990 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. 1 TO THE INTERGOVERNMENTAL AGREEMENT WITH TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 AMENDING PAYMENT AMOUNT AND THE SCOPE OF THE AGREEMENT.

This agenda item was approved.

72. [15-448](#)

AUTHORIZATION TO ENTER INTO AN 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

RESOLUTION NO. 4991 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 TOLLESON UNION HIGH SCHOOL DISTRICT NO. 214 FOR SERVICES OF A SCHOOL RESOURCE OFFICER AT COPPER CANYON HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

This agenda item was approved.

73. [15-449](#)

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 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4992 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 PEORIA UNIFIED SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT CACTUS HIGH SCHOOL AND ONE POLICE OFFICER AT IRONWOOD HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

This agenda item was approved.

74. [15-452](#)

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH GLENDALE UNION HIGH SCHOOL DISTRICT FOR THE SERVICES OF A SCHOOL RESOURCE OFFICER AT TWO SCHOOL CAMPUSES DURING THE 2015-16 SCHOOL YEAR

Staff Contact: Debora Black, Police Chief

RESOLUTION NO. 4993 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 GLENDALE UNION HIGH SCHOOL DISTRICT FOR SERVICES OF SCHOOL RESOURCE OFFICERS AT THE FOLLOWING SCHOOLS: ONE POLICE OFFICER AT GLENDALE HIGH SCHOOL AND ONE POLICE OFFICER AT INDEPENDENCE HIGH SCHOOL TO AID IN REDUCING CRIME THROUGH EDUCATION, POSITIVE INTERACTION AND ENFORCEMENT.

This agenda item was approved.

75. [15-471](#)

AUTHORIZATION TO ENTER INTO A LICENSE AND USE AGREEMENT FOR THE GLENDALE REGIONAL HEALTH CENTER AND A PROFESSIONAL SERVICES AGREEMENT FOR PUBLIC SAFETY PHYSICALS AND RELATED HEALTH SERVICES WITH STRENGTH TRAINING INCORPORATED

Staff Contact: Chris DeChant, Interim Fire Chief

RESOLUTION NO. 4994 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 A LICENSE AND USE AGREEMENT FOR GLENDALE REGIONAL HEALTH CENTER WITH STRENGTH TRAINING, INC. FOR THE USE OF CITY-OWNED PROPERTY COMMONLY KNOWN AS THE HEALTH CENTER AT THE GLENDALE

REGIONAL PUBLIC SAFETY TRAINING CENTER LOCATED AT 11550 WEST GLENDALE AVENUE.

This agenda item was approved.

76. [15-477](#) AWARD OF PROPOSAL 15-06, PROPERTY MANAGEMENT SERVICES

Staff Contact: Jack Friedline, Director, Public Works

RESOLUTION NO. 4995 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "PROPERTY MANAGEMENT AGREEMENT FOR THE BANK OF AMERICA PLAZA & THE PROMENADE AT PALMAIRE" BETWEEN CITY OF GLENDALE AND MODE REAL ESTATE MANAGEMENT SERVICES REGARDING THE REAL PROPERTY AT 5800 WEST GLENN DRIVE ("OFFICE SPACE"), AND THE STREET LEVEL RETAIL COMPONENT OF BANK OF AMERICA PLAZA PARKING GARAGE, KNOWN AS "THE PROMENADE AT PALMAIRE," LOCATED AT 5835 WEST PALMAIRE AVENUE ("STREET RETAIL").

This agenda item was approved.

Approval of the Consent Agenda

A motion was made by Sherwood, seconded by Chavira, to approve the recommended actions on Consent Agenda Item Numbers 5 through 41, 43 through 46 and Consent Resolutions 47, 48 and 50 through 76. The motion carried by the following vote:

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

42. [15-405](#) AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH VOUCHER RIDE, LLC, FOR THE TAXI VOUCHER PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Councilmember Aldama said he wanted to hear this item separately so citizens would be aware of the service the city provides. He also wanted to hear some of the background for this item.

Mr. Friedline said this item was a request to enter into a one year agreement with Voucher Ride, LLC to administer and operate the taxi voucher program. This program was developed to provide transportation options for eligible Glendale residents for medical treatment. He explained the program provides a 75 percent subsidy towards the fare of an eligible trip and is capped at a maximum trip cost of \$15, and the resident is responsible for the remaining cost of the trip. Last fiscal year, this program provided over 8,000 rides. After the RFP process, Voucher Ride was selected to run this program.

Councilmember Aldama said illnesses attack all ages and it is a service the citizens can use, and thanked Mr. Friedline for his presentation and wanted everyone to be aware of this program.

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

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

49. [15-419](#) **FISCAL YEAR 2015-16 COUNCIL GOAL/PRIORITY SETTING**
Staff Contact: Richard A. Bowers, Acting City Manager

RESOLUTION NO. 4968 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ADOPTING THE KEY PRIORITIES OF THE GLENDALE CITY COUNCIL FOR FISCAL YEAR 2015-2016.

Mr. Bowers said at the beginning of the year, Council would discuss the upcoming budget season. He said although that did not occur this year, he took the proposal from last year and added a strengthened economic development component. He said this item needs to be approved by Council so it can be included in the budget.

Councilmember Chavira said this item did not mention Public Safety or the Fire Department's eroding call times. He wanted to make sure this had been entered into the city's priority goals, because this has been an ongoing issue.

Mr. Bowers said he is happy to include that if the Council wishes. He said this was previously in the Council's priorities, but was removed about three years ago, with the Council belief that this priority was a given. He said it may be appropriate to add this back in.

Mayor Weiers said he would like someone to read what Councilmember Chavira would like added in so the public is aware of it.

Councilmember Aldama said it is a great idea to include Public Safety on Council's priority list, but also asked to include both Police and Fire, with Public Safety as a whole, included in this priority.

Councilmember Chavira said he was specific on this because it has been a hot topic of discussion for a while. He also said he would never separate Police and Fire and confirmed Councilmember Aldama was right. He wanted to consider these as a whole.

Mr. Bower said staff would make that change. He asked if it was appropriate to include a commitment to come back with a five year plan.

Councilmember Aldama asked if this would commence after July 1st.

Mr. Bowers said that was correct.

Councilmember Chavira said that was the point he wanted to make and did want to address this immediately. He wants this added to the five year plan, but wanted to make sure this issue got the attention it deserved.

Councilmember Sherwood said they talked about this in the last workshop and about doing a needs analysis to see what deficiencies they were facing.

A motion was made by Councilmember Chavira, seconded by Councilmember Sherwood, that this agenda item be amended to include addressing public safety. The motion carried by the following vote:

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

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

77. [15-468](#) GENERAL PLAN AMENDMENT (GPA) GPA14-04 (RESOLUTION) AND REZONING (ZON) APPLICATION ZON14-06 (ORDINANCE): ORANGEWOOD RANCH - 7606 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)

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

RESOLUTION NO. 4996 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 GPA 14-04 FOR PROPERTY LOCATED AT 7606 NORTH 83RD AVENUE.

ORDINANCE NO. 2942 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 APPROXIMATELY 16.12 ACRES ON LAND LOCATED ALONG THE WEST SIDE OF NORTH 83RD AVENUE AND NORTH OF THE WEST ORANGEWOOD AVENUE ALIGNMENT JUST NORTH OF THE MIDPOINT BETWEEN GLENDALE AND NORTHERN AVENUES FROM A-1 (AGRICULTURAL) TO R1-8 (SINGLE RESIDENCE); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Froke said these are companion applications for a new residential subdivision located at 83rd Avenue and Orangewood Avenue. He said the applications are to amend the General Plan and ask for a slight density increase and rezoning the property from A-1 to R1-8. The applicant is asking for 43 lots, which is relatively low density. He said the R1-8 zoning is compatible for the area. He said staff does recommend approval of both applications, subject to stipulations as recommended by the Planning Commission.

Councilmember Aldama asked a question about two story building lots on the perimeter of the subdivision.

Mr. Froke said the result is the applicant has agreed to limit the lots in this area, and explained where the two story homes would be located. He said no other concessions were made by the applicant.

Councilmember Aldama said there was resolution to the community concerns.

Mr. Froke said for the most part there was, and that staff have been in contact with one citizen since the Planning Commission meeting. That citizen resides in a two story home near the development and is asking that the lot to the north of their property be restricted to a one story home.

Councilmember Aldama asked how many two story homes were the citizens concerned about, and how many were actually reduced.

Mr. Froke said the neighborhood asked that these lots be restricted to single story homes, and the applicant did agree to single story units only at the west property line.

Mayor Weiers opened the public hearing on GPA14-04 and ZON14-06, 7606 N. 83rd Avenue. There were no speakers and Mayor Weiers closed the public hearing.

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

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

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

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

78. [15-404](#)

REZONING (ZON) APPLICATION ZON15-01 (ORDINANCE): LONGO REZONE - 7115 AND 7723 NORTH 63RD AVENUE (PUBLIC HEARING REQUIRED)

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

ORDINANCE NO. 2943 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 APPROXIMATELY 4.66 ACRES ON LAND LOCATED AT THE NORTHEAST CORNER OF NORTH 63RD AVENUE AND WEST HAYWARD AVENUE FROM R-4 (MULTIPLE RESIDENCE) TO M-1 (LIGHT INDUSTRIAL); AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Froke said this is a standalone zoning case for ZON15-01, for property located at 63rd Avenue and Hayward Avenue. The property is currently zoned R-4, multi-family, and the owner is working with the city to bring the zoning in compliance with the General Plan, which is light industrial. If approved, M-1 zoning will be in conformance with the General Plan. Approval of this change would allow expansion of the business. Staff recommends approval, subject to the stipulations as recommended by the Planning Commission.

A citizen said there was an error on the address, which should be 7715 and 7723 N. 63rd Avenue.

Mayor Weiers opened the public hearing on ZON15-01, 7715 and 7723 N. 63rd Avenue. There were no speakers and Mayor Weiers closed the public hearing.

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 Sherwood, Councilmember Tolmachoff, and Councilmember Turner

PUBLIC HEARING - RESOLUTIONS AND ORDINANCES

79. [15-426](#)

ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE"

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

RESOLUTION NO. 4997 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "AMENDMENTS TO CHAPTER 21.1 MODEL CITY PRIVILEGE (SALES) TAX CODE".

Ms. Rios said she would be presenting on Items 79 through 82 as they are related. Ms. Rios said Item 79 is a Resolution which declares the amendments to Chapter 21.1 of the Model City Privilege (Sales) Tax Code as a public record. By declaring this as a public record and placing it on file with the Clerk's Office, the city is able to publish the notification in the newspaper without having to print the entire text of the code in the newspaper. This is to save paper and the cost of advertising.

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

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

80. [15-416](#)

ADOPT AN ORDINANCE AMENDING CHAPTER 21.1, THE MODEL CITY PRIVILEGE (SALES) TAX CODE (ORDINANCE) (PUBLIC HEARING REQUIRED)

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

ORDINANCE NO. 2944 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 TO CONFORM WITH THE 2013 CHANGES APPROVED BY THE MUNICIPAL TAX CODE COMMISSION; ESTABLISHING AN EFFECTIVE DATE; PROVIDING FOR SEVERABILITY; AND PROVING PENALTIES FOR VIOLATIONS.

Ms. Rios said Item 80 is the Ordinance adopting the amendments, and it does require a public hearing. If this item is adopted by Council, it would incorporate the language into the City Code. This item was discussed at the June 2nd Workshop and the changes were approved by the Municipal Tax Code Commission. The changes must be formally adopted by the Council. The city has also been abiding by these changes in the law since the effective date in 2013. She explained there have been no major revenue impacts on the City's sales tax collections as a result of these changes.

Mayor Weiers opened the public hearing.

There being no speakers, Mayor Weiers closed the public hearing.

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 Sherwood, Councilmember Tolmachoff, and Councilmember Turner

81. [15-436](#)

ADOPT A RESOLUTION DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT ENTITLED "AMENDMENTS TO GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES"

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

RESOLUTION NO. 4998 NEW SERIES WAS READ BY NUMBER AND TITLE ONLY, IT BEING A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, DECLARING AS A PUBLIC RECORD THAT CERTAIN DOCUMENT FILED WITH THE CITY CLERK OF THE CITY OF GLENDALE AND ENTITLED "AMENDMENTS TO GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES".

Ms. Rios said item 81 is the Resolution which declares the amendments to the Glendale City Code, Chapter 21.2, Sexually Oriented Businesses as a public record. By declaring this document as a public record and placing it on file with the Clerk's Office, the city was able to print the notification in the newspaper without having to print the entire text of the code in the newspaper. This saves printing and advertising costs.

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

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

82. [15-435](#)

ADOPT AN ORDINANCE AMENDING GLENDALE CITY CODE, CHAPTER 21.2, SEXUALLY ORIENTED BUSINESSES (ORDINANCE) (PUBLIC HEARING REQUIRED)

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

ORDINANCE NO. 2945 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 21.2 (SEXUALLY ORIENTED BUSINESSES) BY PROHIBITING THE USE OF ELECTRONIC BENEFIT TRANSFER (EBT) CARDS AT CERTAIN ADULT BUSINESSES; ESTABLISHING AN EFFECTIVE DATE; AND PROVING PENALTIES FOR VIOLATIONS.

Ms. Rios said Item 82 is the Ordinance which requires a public hearing. If this item is approved by Council, it will incorporate the proposed new language on Sexually Oriented Businesses into the Glendale City Code. This item was also discussed at the June 2nd Workshop and these changes are being made due to state legislation which requires the city to adopt language into its Code to ensure any adult entertainment establishments with performers are not able to accept EBT cards. By having this language in the City's Code, the city is able to monitor those businesses and make sure they are in full compliance with the law. There is only one business that is affected by this Code and City staff has been out to test this business and the business is in full compliance with the law.

Mayor Weiers opened the public hearing on Chapter 21.2, Sexually Oriented Businesses.

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

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

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

PUBLIC HEARING - ORDINANCES

83. [15-469](#) REZONING (ZON) APPLICATION ZON15-03 (ORDINANCE): PALM CANYON BUSINESS PARK PLANNED AREA DEVELOPMENT - 17750 NORTH 83RD AVENUE (PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

ORDINANCE NO. 2946 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 FROM PAD (PLANNED AREA DEVELOPMENT) TO PAD AMENDED (PLANNED AREA DEVELOPMENT AMENDED) FOR DEVELOPMENT PLAN ENTITLED "PALM CANYON" LOCATED AT 17750 NORTH 83RD AVENUE; AMENDING THE ZONING MAP; AND PROVIDING FOR AN EFFECTIVE DATE.

Mr. Froke said rezoning application ZON15-03 is a request to conduct a public hearing and deny the rezoning application as recommended by the Planning Commission. The site is located on the west side of Loop 101, north of Bell Road. Mr. Froke said this is a portion of the Palm Canyon planned area development that was approved by Council in 2007. Mr. Froke provided some photos for context. He explained this is a heavily commercialized area near Bell Road and Loop 101. There are residential areas nearby, and the site under consideration is vacant. The site is presently approved for Palm Canyon Business Park. Current zoning would allow three multi-story buildings at various locations. Each of the buildings would be two stories. The applicant is proposing two 85 foot tall digital billboards as part of the Palm Canyon PAD. The sizes of the signs are 14 by 48 and 897 feet apart. Mr. Froke showed aerial photos from the applicant's submission. He said the southern board would include a static face for eastbound travelers on Bell Road. He said staff does recommend denial of this application. Should Council decide to approve this application, it should be approved, subject to the stipulations found in the staff report.

Mayor Weiers opened the public hearing on ZON15-03, 17750 N. 83rd Avenue. Mayor Weiers said there were many speakers on this issue and they were going to try and limit the time for each speaker. He said Mr. Becker would have 30 minutes to speak.

Mayor Weiers recessed the meeting for a short period of time while Mr. Becker set up his presentation.

Mark Becker said they had done their job so the Council and the public could distinguish facts from fiction about this economic development project. He said the Highway Beautification Act is intended to limit billboards in rural and agricultural areas. He said the area proposed for the billboards is noisy and one of the heaviest traveled in the state. He spoke about the Westgate area and said over 30 billboards were allowed in Glendale through PAD zoning before the Ordinance in the sports and entertainment district. The 2012 digital billboard Ordinance allows billboards as of right now in the sports and entertainment district while keeping the PAD process intact for other areas. He said billboards are allowed in Glendale through PAD after the sports and entertainment district Ordinance. He said every single billboard on the Loop 101 in Glendale was entitled using PAD zoning. He said if this project gets approved, it will not set precedence for additional billboards. He said this process is a legislative process and legislative acts hold no precedence value. He said all Council is deciding on today is whether this is an appropriate area for two billboards. The decision sets no policy. He explained Glendale has started the process to protect its scenic corridor. He said this is a good idea and a

step in the right direction. He spoke about the city being in the billboard business based on the amount of revenue it collects from those businesses. He said Peoria has been providing false information about this project and are manufacturing opposition to an economic development project in Glendale. He spoke about the false and misleading information that has been promoted regarding this project. He said he did a freedom of information act from the city of Peoria prior to the last hearing on this project, but none of the information was provided. He also said Peoria has spent thousands of dollars in Glendale lobbying against this project. Mr. Becker spoke about email exchanges from the city of Peoria that he was provided until after his last hearing. He said the Peoria is worried about declining revenues and auto dealerships in Surprise. Mr. Becker spoke about the differences in advertising signs.

Mr. Becker said Peoria wants the public to come to the P83 entertainment district and not spend their time at Westgate. He explained Peoria has a conflict of interest on this issue. He said it will be virtually impossible to see any billboards from Glendale residences. He said the public will not be able to see the light from any of the billboards from Arrowhead Phase 1, Arrowhead Phase 2, or the third level of the Summit Apartments in Arrowhead. He said they did a study to see if Glendale residents could see the billboards from their homes. No one called, so Becker Boards donated a canine vest to one of the Police dogs in Glendale. He said Peoria sent out a letter showing a representation of what the billboards would look like next to the residential areas. Mr. Becker said the depiction was not accurate. He said city staff at the Planning Commission used a picture with an accurate representation of what the project would look like. He explained the billboards will be 185 feet high. Mr. Becker showed a picture of what the billboards would actually look like near residential areas. He said the project's proposed spacing is well within the range of acceptability, and he provided information from other jurisdictions within the community. He said affected communities allow billboards much closer than what Becker Boards is proposing. He showed some pictures of existing billboards that were very close to residences in Glendale and said Becker Boards is being much more sensitive to the needs of residents on this issue.

Mr. Becker said their proposed billboards are well beyond the range of acceptability compared to what other companies do. He said they have lowered their billboard heights and now are only 40 to 45 feet above the freeway grade. He said some Glendale billboards are up to 83 feet above the adjacent grade. The proposed billboard heights are at the lowest end of the range compared to other existing billboards in this area. He said billboard lighting will not trespass into neighborhood yards. Mr. Becker explained digital lighting is highly regulated and is oriented away from residences. All lighting will turn off at 11 p.m. and will automatically be dimmed based on ambient light conditions. He said they will stipulate to all lighting regulations for the city and state.

Mr. Becker said four property value studies have been done, all confirming that the billboards at this distance away from residential will have no impact on anyone's property values. He said the billboards would not even be mentioned in an appraisal. Mr. Becker said small local businesses are the primary beneficiaries of the billboards and it is one of the most cost-effective forms of advertising. Many of those opposed to the billboards have threatened to boycott any businesses that use the billboards if they are approved, and have already contacted one or more customers with threats of boycotts. He said this summarily dismisses thousands of Glendale residents who have signed letters of support for this project. This marginalizes anyone who supports this project. Mr. Becker said economic and employment impacts on the small business who advertise on the billboards are substantial, as well as have a positive impact on tax revenues. He said this project is a zero cost proposition to the city. This project is 100 percent privately funded, but it has zero impact on city services such as Police, Fire, schools and

libraries. He said denying a project like this will result in higher costs and a loss of services.

Mr. Becker said most of the respondents to a recent poll felt the city should take advantage of opportunities to improve its economic situation if it involves no investment or cost to the city and no harm to property values. He said the majority of people in Glendale support positive economic and public service projects like this. He said they have over 3,000 cards of support for this project. He also said many supporters recognize and appreciate the free public service messaging that billboards provide. He spoke about the benefits of his company posting wanted fugitive and alert ads. Mr. Becker said the city is on the right track.

Larry Paul, Yesco Electronics, was here to talk about the lighting, dimming and sign controls. He spoke about directing the light more specifically with LED lights. He said the lighting will be focused at the freeway. They build their own dimming systems and will adjust the light every 30 seconds. He also spoke about their scheduling system and the time clock protecting the sign in keeping consistent brightness. He provided information about sign wattage and their network operations keeping the sign working properly. He said they are trying to make the signs less impactful to the nearby neighborhoods.

Jay Josephs, a Phoenix resident, said he has been appraising in Arizona for about 25 years and is also a real estate broker. He said he first met Mr. Becker at a Planning meeting a few weeks ago. He was hired by Mr. Becker as a consultant and was asked to make an independent determination if any houses were impacted in any negative way from the proposed billboard site. After doing research and visiting the nearby neighborhood sites, he said there are not any residences that will suffer a negative impact from the billboards in Peoria or Glendale. He heard residents speak about the decline in property values at the Planning meetings. He said he has the professional background and is completely objective and said there will be no impact to neighborhoods from the billboards.

Lee Huang, Senior Vice President of Econsult Solutions from Philadelphia said his company was asked by Becker Boards to enumerate the potential gains to the city from the two proposed billboards. The economic impacts from the billboards are much greater than the sales tax that Becker will pay to the city. The billboards will also increase sales of the businesses that use them and those businesses will pay increased sales tax on their increased sales, which will also translate to increases in employment. He spoke about the spillover effect where other business will also benefit from the businesses that advertise on the billboards. Mr. Huang explained there will be a one-time stimulus generated by the over \$1 million capital investment Becker Boards will make to set up the billboards. There will also be an ongoing boost generated by the \$200,000 spent each year to maintain the billboards and the ongoing generated by continuing sales generated by local companies as a result of local advertising on the billboards. In their study, they focused exclusively on Glendale and excluded any positive impacts on the city of Peoria. He said there will be \$750,000 to \$1.1 million in local sales each year that will result from introduction of the billboards. Mr. Huang mentioned the increase in jobs and local tax revenue as well as a boost to the state economy as well.

John Mendibles, a Yucca resident, said he was speaking on behalf of the American Legion who supported Mr. Becker. He also said he was speaking on behalf of veterans in the audience as well. He said he heard about the issues in Peoria and P83 and said they copied Glendale. He said this Council is on a track to provide for the economic stabilization of Glendale. He said there are individuals that support the billboards. He

said he cannot believe people want to recall the Councilmembers. He said it's just business that if you don't perform, you are gone, referring to the Coyotes. He said negotiation needs to happen.

Rev. Jarrett Maupin, a Phoenix resident, said Mr. Becker was a good neighbor and a good person. He said Mr. Becker has spent a lot of time speaking with residents about the good things the boards will do. He explained Mr. Becker has been on the side of preserving the scenic overlay in Glendale. Mr. Maupin said Bell Road is a different animal and there are many commercial developments on Bell Road. He said Bell Road is brighter than many spots in the valley. He said the signs could point traffic towards the businesses in that area. He said the city of Peoria is looking to do the same thing. He said some of the pictures of the billboards shown next to houses are unrealistic and not how they would look in real life. The billboards are helpful to the public for Amber and Silver Alerts. He said Mr. Becker is a businessman who is not asking anything or any favors to get this done so he can build a billboard to drive traffic to the city.

Patrick Barrett, a Phoenix resident, said there was a secret plan by the city of Peoria to install signs directly across from where proposed Glendale signs will go. He said Peoria has also conducted business in Glendale opposing this issue on their personal email accounts. He said this is wrong and they wouldn't be doing this if they weren't trying to hide something from Glendale. He said this project makes sense, yet they still oppose it. He said Peoria has spent thousands of dollars opposing this project, which has been a tough sell. He said Peoria is trying to stop economic development in Glendale and increase development in Peoria. Mr. Becker has been held to the highest level of scrutiny and has stepped up to the plate every time. Mr. Becker has also made himself available to discuss this issue to the point where he has been criticized for it. The project does not cost the city any money, will generate revenue and help small businesses. He said this Council needs to do everything it can to make sure merchants all over the city, including Westgate, can do everything they can to advertise and be successful. Mr. Barrett said he hoped Council supported this project.

Eileen Baldwin, a Sahuaro resident, said she is not worried about home values or the signs being visible from her house. She said having billboards on the Loop 101 will affect the scenic beauty of Glendale. She said Bell Road is business oriented, but the Loop 101 is not business oriented. She asked the Council not to trash the city with billboards.

Barbara Fennema, a Peoria resident, said the signs will be visible in her backyard. Her family is involved in telescopes in their backyard and these signs will impact that activity. She spoke about the surface brightness of LED lights and she said it has been documented how LED lights create directional lighting. She said she lives in the community affected by the billboards and asked the Council to vote no on this issue as the Planning Commission voted. She said they are asking for Glendale to be a good neighbor and vote no on this issue.

Jerry Fennema, a Peoria resident, said they have lived in their neighborhood since 1994 and have seen much growth. He said the billboards will be a detriment to their community and no other area has this type of signs. He said the crane test is not a true representation of what the proposed billboards will look like. The billboards will adversely affect the neighborhoods and will be an eyesore. He also spoke about the Dark Sky Project and said the lights in place in Glendale and Mesa are mentioned in government reports as polluting the night sky. The signs will invade hundreds of homes and will interfere with native animals nearby. He asked if anyone had checked to see if there are Indian ruins on the proposed property will the billboards be located. He said the

homeowners have a vested interest in the place they have made homes.

Diane O'Brien, a Sahuaro resident, said she lives in Hidden Manor, adjacent to the billboard location. She said she wanted to say enough is enough. The billboards change the feel of the area and the residents have told the Council time and time again they do not want them. She said they have all taken time out to say not in our backyard. She said it is unfortunate this issue can't be taken to the polls so the public can express how they feel. They have to trust the Council will vote on behalf of their constituents. She asked the Councilmembers to think if their vote represents the wishes of the majority of people in their district and if that vote upholds the laws put in place.

Christine Cox, a Peoria resident, said she is directly affected by the proposed billboards. She said Mr. Becker has used scare tactics in his proposal. She said she could see the crane with the flag when the crane study was done, even though she lives 2 ½ blocks from the wash. She said billboards will have an impact on her enjoyment of her property and property values. She said she considers Glendale part of the community where she lives. The billboards will decrease the desirability of their neighborhoods and she asked the Council to vote no.

Ayman Sufian, a Peoria resident, said he has worked in the retail industry for 20 years and Glendale stores outsell any other in the area, and he said he didn't believe a billboard will make a significant difference in revenue in Glendale. His home is near the wash and they have enjoyed peace and privacy at that location. He provided a picture showing the crane test, which showed the crane from his window at his backyard. He asked if any of the Councilmembers would like to see that while relaxing in their backyard. He said both communities will be affected in a negative way. He said Peoria and Glendale are sister cities and he asked the Council to vote no on this issue.

Elaine Scruggs, a Cholla resident, said this issue is about voting to uphold or violate one of Glendale's laws. She requested the Council deny this project because it is in direct violation of Glendale Municipal Code Section 7.110, which governs digital billboards. She said this section is a list of City Council adopted items, all of which must be met. Ms. Scruggs quoted Section 7.110 and said the billboard language was meant for the sports and entertainment district along Loop 101, between Northern Avenue and Camelback Road. She said the applicant has used disrespectful reasoning to justify placement of the billboards. She said Peoria and Glendale have been partners for decades and has worked with Glendale on infrastructure improvements in the area. She said violating the digital billboard Ordinance for this one applicant opens the doors for other applicants who will claim they cannot be discriminated against. She asked the Council to cast votes in favor of constituents and against the applicant.

Ken Watt, a Peoria resident, said he lives right on the wash and asked Council to vote against Mr. Becker and his proposal. He said he recently moved to the area and almost immediately neighbors asked him if he knew about the billboard issue. He said most of Mr. Becker's experts received money or were paid for appearing at this meeting. He spoke about the money Mr. Becker offered to residents if they could see the billboard sign. He said Mr. Becker said the scenic corridor was a step in the right direction, but Mr. Watt said you have to follow the money. He said the Peoria City Council has already voted against this once and the city and Peoria residents have a vested interest in this project.

Kathy Watt, a Peoria resident, said she wanted to voice her concerns about how wrong Mr. Becker was in his presentation. She said they opened up their home for discussions about this issue and how they could prevent the billboards going up. She spoke about

the location of her home and how the billboards will affect the quiet enjoyment of their neighborhood. She said she shops in Glendale and she considers Glendale part of her home. She said they did not need the billboards to bring sales to Glendale. Bell Road is always busy and the businesses are doing well. She said the billboards will affect the natural beauty of the area.

David Mook, a Cholla resident, said he was the President of Arrowhead Ranch Phase II HOA. He said they passed a Resolution endorsing the findings of the Planning Commission regarding the billboard issue. He said although he can't speak for everyone in that community, he does speak for a majority of the residents there. He said twice in two years, the Planning Commission voted unanimously against the billboards. He hasn't heard any compelling reasons to go against the Planning Commission's findings and asked the Council to vote against this item.

Douglas Cox, a Peoria resident, said although he resides in Peoria, he does everything in Glendale. He spoke about the crane study and showed pictures of what the billboard would look like behind his home. He showed pictures from his backyard, which is two or three blocks in from the wash, and said you are able to see the billboard from his backyard. He said you can see freeway signs above the freeway at 83rd Avenue and Union Hills. He said property values are in the eye of the beholder and the property values will drop in that area if the billboard goes up. He said there is no guarantee that businesses from Glendale will benefit from the advertising on the billboards. He said Mr. Becker does not have to live in the area, but the residents will have the billboards in their backyards forever. He asked the Council not to vote for the billboards.

Connie Kiser, a Sahuaro resident, said she is impacted by the billboards. She lives in Hidden Manor. She said digital billboards are the junk mail of billboards, and compared it to television on a stick. She said Mr. Becker did not expect the community to come together as it has to fight this. She quoted a couple of items about billboards from part of the presentation used by Mr. Becker. She said billboards hamper economic growth and the city does not need the billboards. She said she will continue to fight this for the rest of her life.

Gail Hildebrant, a Cholla resident, and has lived in Glendale for 19 years. She hoped the Council would unanimously agree with the Planning Commission and vote no on this issue. She appreciates the night sky and said it is a lot darker than it would be with the billboards.

Dr. Kathleen Goepfing, a Cholla resident, said she represents many faculty and students who live in this area. She said this billboard issue has become harassment to the citizens. She said Mr. Becker has said he can't build billboards in Scottsdale or Paradise Valley so he will come back to Glendale. She said does Mr. Becker think Glendale should be lesser of a community than those other cities. She said the city has a very good process, including the Planning Department. The Planning Department said no and the Planning Commission has also said no after carefully reviewing and analyzing this item. She asked if the Councilmembers were going to trust the commissions who have done their due diligence. She said if Council approves this issue, they will be sending a message that the process does not work. She said community trust is at stake. She asked the Council to listen to the taxpayers.

Jen Deines, a Sahuaro resident, is the President of the Hidden Manor HOA. She said the board unanimously opposes the billboards because an overwhelming majority of the neighborhood is adamantly opposed to Becker Boards' request. She asked the Council to consider the opinions of the constituents and of the Planning Commission. She said

that the neighbors will see the billboards. She said Glendale needs to focus on bigger issues, rather than this billboard issue which keeps coming up. She said there is no guarantee that billboards will drive visitors to Glendale businesses. She spoke about property values and said Glendale will not benefit from the increase in commercial property values. She said Becker Boards would not go to all the expense of putting up the billboards unless this was a long-term and far reaching plan.

James Deibler, a Phoenix resident, said billboards on Bell Road would take away from the neighborhoods in Peoria and Glendale. He also said the Peoria City Council is against the billboards and he asked the Council to vote against this issue.

Suellen Brady-Nugent, a Cholla resident, enjoys her home and neighborhood and does not want billboards near their homes. She said they are tired of Mr. Becker's bullying and will continue to fight this issue. She quoted Councilmember Aldama's words when he was on the Planning Commission and opposed the billboards. She urged the Council to vote no on this issue.

Sean Lee, a Cholla resident, said as a USMC veteran, he is opposed to the billboards. He said there is an amazing pollution of signs on Phoenix freeways. He does not want Glendale to suffer this same type of pollution. He said there were static and digital signs and the light was very distracting late at night. He said he also looked at Becker signs at other locations in the valley. He saw no potential contribution to local businesses on those billboards, and the non-local businesses were advertised on those signs. He urged the Council to follow the guidance provided by the Planning Commission.

Gary Deardorff, a Cholla resident, said he is disappointed that the city is being forced again to deal with the billboard issue. He said taxpayers have demonstrated a strong opposition to this issue. He asked why the Council is not enforcing the Billboard Ordinance. He said billboards are visual blight and a safety hazard. Communities suffer negative effects from billboards. He spoke about the Highway Beautification Act and the intent behind that law. Polls reveal that many feel billboards are ugly and do not provide relevant information. He said staff time and resources should not be wasted on this request. He asked that Council vote no on this issue.

Jason Mallette, a Cholla resident, spoke about the unintended consequences of the billboards. He spoke about hiking at Thunderbird Conservation Park and being able to see a flashing sign at the park. He said the sign is many miles from that park. He said the billboards will be much closer to his residence and asked the Council to represent the citizens and vote no.

Chris Jacques, the City of Peoria Planning Director, said Peoria concurs on the Planning Commission's recommendation for denial of the billboard issue. He said Peoria's Council is opposed to the billboards and spoke about the letters from Peoria leaders also opposing this issue. He said residents of both cities will be impacted. He said this is substantially the same case that was presented a year ago. He said this project does not meet the letter and intent of the billboard Ordinance. He said Peoria does not permit billboards at all in their city, in any form. There is no public support for billboards and it is not considered a funding source. He said there is no effort to pursue billboards and urged the Council to vote no.

Helen Hartman, a Peoria resident, said she was able to see the crane during the crane study. She said she didn't want that in her backyard. She said Peoria and Glendale are one community. She said the experts are doing their jobs but billboards will affect property values and sale of homes in the area. She said residents are intelligent people

and they have shown pictures of what they will actually see from their backyards. Residents do not want billboards in their neighborhood. She said the billboards will affect traffic and it will be dangerous. She said residents love the area and the beautiful skyline.

Judy Korar, a Peoria resident, said she hoped the Council would not forget the age-restricted communities in the area. She said the older people do not need another driving distraction in the area. She said negative comments were allowed during the comment portion, but said Mr. Becker's presentation was very negative to the city of Peoria. She didn't understand why he would speak that way.

Mayor Weiers closed the public hearing.

Mr. Becker asked to speak with the time he had left from his previous presentation.

Mayor Weiers referred the matter to Mr. Bailey as he had already closed the public hearing.

Mr. Bailey said it is at the discretion of the chair unless there was an objection by the majority of the Council.

Mayor Weiers said he would give Mr. Becker three minutes to speak, with no objection from the Council.

Mark Becker, Becker Boards, provided a clarification about the digital billboard Ordinance in the sports and entertainment district. He wanted to remind everyone it was created to legitimize the billboards that the city has built prior to that Ordinance being created. He said the Ordinance was created for no other reason. He said the Ordinance creates a right to build billboards in that area, and it does not prohibit the process used before it. He thanked staff for the time and effort they have spent on this issue and said it was a privilege getting to know everyone and know staff has Glendale's best interests at heart. He said the facts to matter and the staff will not be snowed. He said he has given everyone the facts to make an informed decision today. He has done everything he can to provide the best information. He said this is a good economic project to do in Glendale at this specific location. He said they are not harming anyone in Glendale or Peoria. He asked the Council to do the right thing and make their decision based solely on the facts.

Councilmember Chavira made a motion to approve Ordinance 2946, subject to the following stipulations: (1) development shall be in substantial conformance to the Palm Canyon Business Park Planned Area Development dated April 2, 2015, (2) all billboard lighting shall be shut off prior to 11 p.m. each night, (3) max height of the northern most billboard shall be 70 feet or 48.3 feet above adjacent freeway grade, and (4) max height of southernmost billboard site shall be 75 feet or 45.6 feet above adjacent freeway grade.

Councilmember Aldama asked for clarification on item 1.

Councilmember Chavira said this amendment is for clarification.

Mayor Weiers questioned Mr. Bailey regarding the motion and stipulations. Mr. Bailey asked for a moment to review a document he received.

Council reviewed documents provided by Mr. Becker.

Councilmember Tolmachoff asked when the document was prepared.

Councilmember Chavira said this was prepared today. He said he knows Mr. Becker has this, but this was his motion and he wanted to have stipulations.

Councilmember Tolmachoff asked Mr. Bailey if these stipulations are similar or identical to the paper from Mr. Becker.

Mr. Bailey said with what he has been presented, the item before Council has two stipulations, one was to be developed and substantial conformance to the Palm Canyon Business Planned Area Development dated April 2, 2015, and the second one was only one static billboard shall be erected prior to the first phase of development. He said if he understands the motion that was made by Councilmember Chavira, was that one will remain the same, which is development shall be in substantial conformance to the Palm Canyon Business Planned Area Development dated April 2, 2015, and the second stipulation as identified on the item shall be deleted, however, there will be three additional stipulations, which will be all billboard lighting shall be shut off prior to 11 pm each night and then the maximum height of the northernmost billboard shall be 70 feet or 48.3 above the adjacent freeway grade, and the max height of the southernmost billboard shall be 75 feet or 45.5 feet above adjacent freeway grade. He said that is a valid motion that can be made. Mayor Weiers would need to ask for a second and if there is a second, this motion could be on the floor for your consideration.

Mayor Weiers said his question was did that include the original with the amendment included. He said he thought they were going to do the original with the amendment separately, but that is not the way Councilmember Chavira presented it.

Mr. Bailey said it was presented as a motion to approve with four stipulations. The first stipulation is the same, the second one is different and the third and fourth stipulations are additional stipulations.

Councilmember Chavira said these are stipulations that are in play only if this is approved. He said if this is approved, these are the stipulations he is calling for.

Vice Mayor Hugh said the motion is approval of Ordinance 2946, with the added amendments attached.

Mayor Weiers said that was correct and it was all one motion, and asked if there was a second on that motion.

Councilmember Aldama seconded the motion.

Mayor Weiers opened up the floor for discussion.

Councilmember Turner said he would not be considering whether there should be billboards on this site if they did not already have billboards in the Westgate area, and if those two areas were not so similar to each other. He said both areas are commercial in nature, have restaurants and retail and both have an entertainment component to it, and both are close to the Loop 101. He said he has spoken with the City Attorney, Planning Director and others and have toured the sites several times. He said this does merit serious consideration. As a land use issue, he said they have a responsibility to treat similar parcels as closely alike as they can. He said the billboard Ordinance does not take away the right of a PAD to make this type of request to the Council. He said he had prepared a set of stipulations which took the relevant portions of the billboard Ordinance

and applied those to this billboard project. He said he had shared these with staff prior to the meeting tonight. He said he would like to hear from the applicant on how those stipulations would affect the project.

Councilmember Tolmachoff said being a good neighbor is important and it matters. She said the crane study was seen plainly from Peoria homes. She said the value of your home is not only how much you can sell the home for, it is about enjoyment of the property. She supports the Planning Commission's decision. She also said Peoria has been a wonderful community partner. She said this most directly affects the Peoria neighborhood, but Glendale should still be a good neighbor. She asked fellow Councilmembers to support her by supporting the Planning Commission and staff recommendations, and the City of Peoria.

Councilmember Aldama said he served on the Planning Commission the last time this issue came around. He said his prior comments about this issue don't change, but what does change is the information he has this time. He said blight, low home values is sad and describes the Ocotillo district where he lives. He said billboards were up as he was growing up. He discussed how many billboards each Council district had and said there were no plans to remove any billboards in the city. He said five billboards were removed from Grand Avenue because they were impeding progress. He asked how much revenue the city received from billboards. He said he learned in FY12-13, the city received \$71,000 and in FY13-14, the city received \$86,000 and in FY14-15, the city received \$93,000. He said that is revenue for the city. He asked if Palm Canyon allows rezoning and it does. He said he will not allow the law to be broken and there is a rezoning process and that is what is going on tonight.

Councilmember Chavira said the stipulations are in conjunction with what is going on at Westgate which is in his district. He spoke about the casino being built. He said merchants at Westgate depend on advertising they can get.

Councilmember Tolmachoff asked how many billboards in the Ocotillo District are digital.

Mr. Froke said there are no digital billboards in the Ocotillo District.

Councilmember Aldama spoke about a pamphlet he had and said it did not speak about billboards. He said the city needs to put a comprehensive plan in place about billboards.

Mayor Weiers said he likes Mark Becker and he is a nice guy. He said he didn't like the issue they were here for tonight. He said they need to listen to the constituents and what the Planning Commission has said. He said he hasn't seen anything tonight that has made him change his mind. He said he can't vote differently than he did the last time.

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

Aye: 2 - Councilmember Aldama, and Councilmember Chavira

Nay: 5 - Mayor Weiers, Vice Mayor Hugh, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

ORDINANCES

84. [15-391](#) ADOPT FISCAL YEAR 2015-2016 PROPERTY TAX LEVY (ORDINANCE)

Staff Contact: Tom Duensing, Interim Assistant City Manager

ORDINANCE NO. 2947 NEW SERIES, WAS READ BY NUMBER AND TITLE ONLY, IT BEING AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, LEVYING UPON THE ASSESSED VALUATION OF THE PROPERTY WITHIN THE CITY OF GLENDALE, SUBJECT TO TAXATION, A CERTAIN SUM UPON EACH HUNDRED DOLLARS (\$100.00) OF VALUATION SUFFICIENT TO RAISE THE AMOUNT ESTIMATED TO BE REQUIRED IN THE ANNUAL BUDGET, LESS THE AMOUNT ESTIMATED TO BE RECEIVED FROM OTHER SOURCES OF REVENUE; PROVIDING FUNDS FOR VARIOUS BOND REDEMPTIONS; FOR THE PURPOSE OF PAYING INTEREST UPON BONDED INDEBTEDNESS AND PROVIDING FUNDS FOR GENERAL MUNICIPAL EXPENSES; ALL FOR THE FISCAL YEAR ENDING THE 30TH DAY OF JUNE, 2016; AND DECLARING AN EMERGENCY.

Mr. Duensing said this is a request for Council to adopt an Ordinance setting the Primary Property Tax Rate at .4898 cents per \$100 of assessed valuation for FY15-16 and the Secondary Property Tax Rate at 1.7067 per \$100 of assessed valuation for FY15-16. The total Property Tax Rate will increase from \$2.1501 to \$2.1965. Mr. Duensing provided some background information. He said this is approximately 3 percent of the total Property Tax Bill used to support basic services. The city has seen a slight increase in values, increasing the levy by 2 percent. The secondary levy is used to support repayment of the city's General Obligation Debt. This is the first year the city has seen the impact of Proposition 117, which lowers the assessed valuation of properties to calculate the Secondary Property Tax Levy.

Mayor Weiers said this is about \$108,000 would be raised with this increase.

Mr. Duensing said that was correct.

Mayor Weiers asked if it was for the entire city.

Mr. Duensing said yes.

Mayor Weiers said for \$100,000, he didn't think this was the time to raise taxes.

Councilmember Turner said Mayor Weiers had a budget increase for about \$100,000 and asked if Mayor Weiers would be willing to give that up then he would vote his way on this issue.

Mayor Weiers said he would not bargain with Councilmember Turner.

Councilmember Turner said for every tax decrease, they need to have a budget item decrease.

Mayor Weiers said he understood Councilmember Turner's position, but his position was look at the electronic voting and they blew through those funds in one year and those are gone. He said he respected Councilmember Turner's opinion.

Councilmember Aldama said he would like to entertain that as well. He said if Mayor Weiers was willing to give up all or part of his budget request, he could support this as well. He said it is a great idea to save money.

Mayor Weiers said they are not going to trade votes.

Councilmember Aldama said they are not trading votes.

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

Aye: 5 - Councilmember Aldama, Councilmember Chavira, Councilmember Sherwood, Councilmember Tolmachoff, and Councilmember Turner

Nay: 2 - Mayor Weiers, and Vice Mayor Hugh

85. [15-479](#)

LEASE AGREEMENT: BANK OF AMERICA PLAZA, SUITES 150, 200, 225, 300, 315/320, 325, 350 AND 360

Staff Contact: Jack Friedline, Director, Public Works

ORDINANCE NO. 2948 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 MAYOR AND/OR CITY MANAGER AND CITY CLERK TO EXECUTE AN OFFICE LEASE AGREEMENT WITH THE ARIZONA DEPARTMENT OF CHILD SAFETY, AN AGENCY OF THE STATE OF ARIZONA FOR OFFICE SPACE AT THE BANK OF AMERICA PLAZA.

Mr. Friedline said this item was requesting approval to adopt a five year lease agreement between the city and the Arizona Department of Child Safety for office space in the Bank of America Plaza building. It also allows the City Manager to renew the lease for one additional five year term, on the same terms and conditions contained in the original lease. He said staff is seeking a budget appropriation transfer from the General Fund Contingency to the Bank of America Capital Account in the sum of \$878,215. That sum would capture \$815,000 tenant improvement cost and the first three years of broker's fee commission. The lease is expected to generate monthly rental revenue of over \$58,000. This will also bring about 150 employees into the downtown Glendale area.

Councilmember Tolmachoff asked if the leased amount is the average price for that type of space with the improvements.

Mr. Friedline said it is at a rental rate of \$17.30 per square foot.

Councilmember Tolmachoff asked if that was average for that type of property.

Mr. Friedline said yes, it was.

Mayor Weiers said they were going to have a building that was full and they didn't have to worry about selling it.

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 Sherwood, Councilmember Tolmachoff, and Councilmember Turner

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Hugh, seconded by Councilmember Turner, that the July City Council meetings and workshops be vacated. It was further moved to hold the next regularly scheduled City Council workshop on Tuesday, August 4, 2015, at 1:30 p.m. in Room B-3 of the City Council Chambers, to be

followed by an Executive Session pursuant to A.R.S. 38-431.03. The motion carried by the following vote:

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama thanked staff he has had the pleasure of working with over the last few months.

Councilmember Chavira wished everyone a great summer. He asked to watch your children around water. He invited everyone to come to the 4th of July Celebration at Westgate.

Councilmember Sherwood said even though Council is off in July, there are diversity meetings and boards and commissions meetings being held during the summer. There is also a transit meeting beginning this week. He said he had a drop in meeting on Thursday at Thunderbird Graduate School from 5:30 to 7 pm. He spoke about the comment that was made about Councilmember Sherwood participating in recent recall efforts. He spoke about the employees that have left this year and he asked for patience in replacing those individuals. He also welcomed Jesse Pedersen back to the city. He asked everyone to be safe this summer.

Councilmember Tolmachoff said she will be available by phone or email this summer.

Councilmember Turner said the city does not shut down during the summer and he thanked staff for the work they do. He said staff provides great advice and the system is working well. He wished everyone a great 4th of July and asked everyone to be safe around water.

Vice Mayor Hugh said he was accessible during the summer. He thanked Officer Justin Harris for speaking tonight and supporting Council action.

Mayor Weiers said the July 4th celebration at Westgate has been a great success and Westgate has taken this on. It is no cost to the citizens and provides tax revenues. He spoke about the reasons we celebrate July 4th.

EXECUTIVE SESSION

City Council moved into Executive Session at 10:54 p.m.

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Draft

Friday, July 24, 2015

9:00 AM

Special Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Ian Hugh

Councilmember Jamie Aldama

Councilmember Samuel Chavira

Councilmember Gary Sherwood

Councilmember Lauren Tolmachoff

Councilmember Bart Turner

CALL TO ORDER

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

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

PLEDGE OF ALLEGIANCE**CITIZEN COMMENTS**

There were no Citizen Comments.

MOTION TO GO INTO EXECUTIVE SESSION

The Council moved into Executive Session at 9:05 a.m.

The meeting reconvened at 9:37 a.m.

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

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

EXECUTIVE SESSION**NEW BUSINESS**

1. [15-518](#) DISCUSSION AND POSSIBLE ACTION TO RESCIND THE JUNE 10, 2015 DECISION THAT DIRECTED THE CITY MANAGER AND THE CITY ATTORNEY TO CANCEL THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT BETWEEN THE CITY OF GLENDALE AND ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC

Staff Contact: Richard A. Bowers, Acting City Manager

Mr. Bailey said there are four action items on the agenda regarding resolving the city's disputes with IceArizona. He said the City Council needs to first rescind the action taken on June 10th before they will move forward with the next three items.

A motion was made by Councilmember Sherwood, seconded by Vice Mayor

Hugh, that this agenda item be approved. The motion carried by the following vote:

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

2. [15-519](#) RESOLVE AND SETTLE ALL INTERESTS IN THE OPERATING RESERVE ACCOUNT BETWEEN THE CITY OF GLENDALE, ICEARIZONA HOCKEY CO., LLC, ICEARIZONA MANAGER CO., LLC AND DAVID REAVES, CHAPTER 7 TRUSTEE OF ARENA MANAGEMENT GROUP, LLC
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this item is regarding settlement of the outstanding bankruptcy issue that pertains to an operating reserve account as set forth in the settlement agreement. He said the city will receive \$350,000, \$10,000 to the trustee and \$640,000 to IceArizona.

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 Sherwood, Councilmember Tolmachoff, and Councilmember Turner

3. [15-520](#) SETTLEMENT OF ALL CLAIMS BETWEEN THE CITY OF GLENDALE, ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC
Staff Contact: Michael D. Bailey, City Attorney

Mr. Bailey said this item was a settlement agreement and mutual release between the parties. He said there were a couple of typographical errors in the document and he wanted to read those into the record with regard to identifying defendants. He said nothing substantive will be changing in the documents. He said in terms of the settlement agreement, the parties are settling all litigation that currently exists with regards to the city's action on June 10, 2015. We are providing mutual releases between the parties.

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 Sherwood, Councilmember Tolmachoff, and Councilmember Turner

4. [15-521](#) FIRST AMENDMENT TO THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT WITH ICEARIZONA MANAGER CO., LLC AND ICEARIZONA HOCKEY CO., LLC
Staff Contact: Richard A. Bowers, Acting City Manager

Mr. Bowers introduced this item and said he would like to make a couple of comments. He said it was appropriate to discuss the primary elements of this agreement and said this was a mutually beneficial agreement that creates opportunities for both the city and the Coyotes. He said the arena rent will continue to be \$500,000 annually. In the past, the city has attempted to get the management fee down to \$6.5 million through application of surcharges and fees, some of which would come back to the city. He said this has not been successful. He said in this agreement, the city will pay \$6.5 million for arena management and that is the only payment made to the Coyotes. As an addition to this agreement, the Coyotes will have the right to all the surcharges and fees and the flexibility to adjust those fees based on the nature of the event. He said the city has an option in the second year of this agreement to become the arena manager. This would be done after a complete review of the arena manager role. A 90 day notice would be given to the Coyotes that the city would move into that role. Within that role, the city would have access to significant additional revenues associated with the arena's operation. He said the termination date of the contract becomes June 30, 2017. He said this allows the city and Coyotes to discuss the possibilities for the future and gives both an opportunity to sever the relationship at that point. He said the city had 20 percent of the naming rights, but with the new contract, all contractual relationships are severed. He said this is an opportunity for the city and the Coyotes to form a strong alliance for a long-term relationship. It also affords the city the opportunity to become the arena manager, which may provide the city with potential opportunities. Mr. Bowers encouraged the Council to vote in favor of this item.

Mayor Weiers said he had no speaker's cards, so they would move forward. City Clerk Pamela Hanna read the Ordinance in its entirety.

ORDINANCE NO. 2949 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION AND DELIVERY OF THE LEASEHOLD INTEREST WITHIN THE FIRST AMENDMENT TO THE PROFESSIONAL MANAGEMENT SERVICES AND ARENA LEASE AGREEMENT, DATED JULY 8, 2013 (C-8532), WITH ICEARIZONA MANAGER CO., LLC, AND ICEARIZONA HOCKEY CO., LLC.; AND DECLARING AN EMERGENCY.

WHEREAS, on July 2, 2013, City Council adopted Ordinance No. 2855 New Series authorizing and directing the execution and delivery of the leasehold interest within the Professional Management Services and Arena Lease Agreement ("Agreement") with IceArizona Manager Co., LLC and IceArizona

Hockey Co., LLC for the use of the city-owned Gila River Arena (previously known as Jobing.com) by the Arizona Coyotes (previously known as Phoenix Coyotes); and

WHEREAS, the City of Glendale, IceArizona Manager Co., LLC and IceArizona Co., LLC previously entered into a Professional Management Services and Arena Lease Agreement (C-8532) effective July 8, 2013; and

WHEREAS, the City of Glendale, IceArizona Manager Co., LLC and IceArizona Co., LLC wish to modify and amend the Agreement.

NOW, THEREFORE, BE IT ORDAINED 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 to grant a leasehold interest within the First Amendment to the Professional Management Services and Arena Lease Agreement ("First Amendment") with IceArizona Manager Co., LLC, and IceArizona Hockey Co., LLC. The Agreement, is on file in the office of the City Clerk of the City of Glendale and relates to the Exclusive Team Space, which is defined in § 1.2 of the Arena Lease and Management Agreement as "the portions of the Arena Facility designed and constructed for the exclusive use by the Team Owner, including the team locker room (the space in the Arena Facility designed and constructed for the exclusive use by the Team Owner as a home team locker room, including dressing, locker, shower, lounge, training, exercise and video coaching areas), the Team Owner's office, the Team's storage areas, and the Team Retail Stores."

SECTION 2. The City Manager and the City Clerk are hereby authorized and directed to execute and deliver the First Amendment and any ancillary documents or agreements and to do all such acts required to implement the purpose and intent of the leasehold interest therein on behalf of the City of Glendale.

SECTION 3. That the City and its residents will benefit from the management, use, and lease of the Arena under the First Amendment to the Professional Management Services and Arena Lease Agreement, including the leasehold interest, by assuring a substantial, regular, and continuing utilization of the Arena, providing additional employment opportunities within the City, increasing the City's tax base, and stimulating additional development on properties in the vicinity of the Arena Facility; and, therefore, this Council finds that the First Amendment to the Professional Management Services and Arena Lease Agreement provides a substantial public benefit.

SECTION 4. That, upon execution of the First Amendment, the City Clerk is hereby directed to forward the First Amendment to the Maricopa County Recorder's Office for recording.

SECTION 5. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the Agreement.

SECTION 6. Notice of A.R.S. § 38-511 is hereby given.

SECTION 7. The immediate operation of the provisions of this Ordinance is necessary for the preservation of the public peace, health, and safety of the City of Glendale, an emergency is hereby declared to exist, and this Ordinance shall be in full force and effect from and after its passage, adoption, and approval by the Mayor and Council of the City of Glendale, and it is hereby exempt from the referendum provisions of the Constitution and laws of the State of Arizona.

SECTION 8. The City Clerk is hereby directed to publish this ordinance in the official newspaper of the city within fifteen (15) days of its approval.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this 24th day of July, 2015.

Nick Wood, Snell & Wilmer, thanked management and staff for the time they have spent on this issue. He apologized to Vice Mayor Hugh for negative comments made about the Vice Mayor. He said those remarks were not endorsed or condoned by his client. He said they are thrilled about this agreement and it gives both parties an opportunity to sit down and negotiate to reach an agreement they can all be happy with in the future.

Mr. LeBlanc thanked the Council for the opportunity to speak and explain what has happened over the last few weeks. He said occasionally partners will get into a situation where both sides appear to be at a point of no return. He said he never felt the parties reached a point where they not go back and he is thrilled that is the case with this agreement. He said both parties felt strongly they were in the right. He said both sides realized they did not want to be in the situation of being dead right. Neither party would benefit from a long legal battle. He said any business requires a level of certainty and it became clear when they went into free agency recruitment. He explained they heard from free agent players who had no interest in coming to play for the Coyotes due to the uncertainty of the situation. He said this hit home when one current player would only sign a one year agreement to stay with the team. He said this is about saving the franchise.

Mr. LeBlanc thanked the Council for agreeing to turn the page and they only benefit from beginning anew and beginning to rebuild. He said all parties wanted to be a good partner, but felt his organization was deficient in key areas. He said the sharing of information from his side has been lackluster at best, and he pledged to change that, effective immediately. He proposed having a standing quarterly meeting regarding the state of the Coyotes and Gila River Arena. He said the Coyotes are committed to the city and Arizona. He said

the door is wide open to discuss a longer agreement than the current two year deal. He said the Coyotes did not agree to a two year agreement so they could relocate in the future. If the team wanted to leave, they had the out to do so this summer. He said they fought for this agreement because they believe in this market. He said they will take the time to mend fences and build trust. He was committed that the Coyotes will do that. He said it took real leadership to agree to settle this matter. He thanked the Council for doing so and was appreciative of the work done by management and staff.

Mayor Weiers said he received a late speaker's card.

James Deibler, a Phoenix resident, said he supports the restructured agreement with the Coyotes. He said it will save the city money for the next two years and will provide the citizens of Glendale with more services. He spoke about fixing up the playground at 59th Avenue and Bethany Home Road. He said the team is a community asset for Glendale and the west valley. He said he would like to work with the Coyotes as he has experience with sports photography and customer service. He said the Coyotes treat their employees nicely. He thanked the city and Coyotes for making a good deal.

Mayor Weiers said he wanted everyone to understand this is an emergency ordinance that requires five votes and not just a simply majority.

Councilmember Sherwood said he appreciated the previous comments of Mr. Wood and Mr. LeBlanc. He said he thinks damage has been done to both sides, but was glad his colleagues agreed to avoid another lawsuit that would cost taxpayers millions. They were able to compromise and find a win-win resolution for the team and for the taxpayers. This is why he will vote yes today in support of the first amendment to the agreement. He asked staff to begin work researching arena management and to hire an expert firm to assist with this endeavor. He said the city has owned the arena since 2003 and still does not have an understanding of what it costs to run the arena. He said the city cannot afford to sit on this agreement and needs to get this worked out.

Councilmember Chavira qualified his yes by saying this is by no means a victory. Both parties have an opportunity to come together and work as a team. He said the work starts as soon as the meeting ends.

Mayor Weiers said this has been unpleasant for everyone. It is a conclusion that benefits the city, the Coyotes, and the fans. He said the Council has to uphold their oath to the citizens. The circumstances are great and he and Mr. LeBlanc have the same friendship they had before.

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

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

COUNCIL COMMENTS AND SUGGESTIONS

Councilmember Aldama said it has been a difficult month. He thanked the citizens for trusting the Council's decision on June 10th. He also thanked the Coyotes for coming to the table. He felt their actions were a representation of the taxpayer and constituents. He is interested in nothing less than a good professional relationship with the Coyotes. He said his first priority is to the citizens of Glendale and supporting the business owners. He said he hopes the Coyotes stick around for many more years as they have a lot of loyal fans. He thanked the Coyotes for coming to the table and working on a resolution.

Councilmember Chavira thanked staff for doing a tremendous job. He wanted the citizens and business owners that the Council was there to support them. He said they can reset the clock and do the right thing this time. He also thanked the Coyotes.

Councilmember Sherwood thanked staff and Coyotes staff for bringing this to a conclusion in a short period of time. He said now they have an opportunity with some of the savings to cure the city's public safety woes. He thanked everyone for bringing this to a conclusion today.

Councilmember Tolmachoff wanted to make sure the right people get credit for bringing this to Council today. She thanked Mr. Bowers, Mr. Bailey and city staff who worked tirelessly to move this process forward. She thanked the Coyotes for their efforts. She said the Council did the right thing for the taxpayers. She said the Coyotes and city staff made this successful and now they can get back to running the city.

Councilmember Turner said this is a good day for the city and for the Coyotes. He thanked city staff and Mr. Bowers for his leadership. He also thanked Mr. Duensing and Mr. Bailey. He thanked Vice Mayor Hugh for his leadership and his knowledge of the facts. He looked forward to working with the Coyotes to move toward a long term relationship. He said this is a win for everyone.

Vice Mayor Hugh congratulated Mr. Bowers for his leadership, and Mr. Bailey. He also thanked Mr. Wood as well. He said they are going to have a great relationship.

Mayor Weiers told Mr. LeBlanc said he hoped they can get Glendale, Arizona put on center ice. He is pleased with the results today and hoped the fans understood why they did this. He thanked everyone again.

ADJOURNMENT

The meeting was adjourned at 10:16 a.m.



Legislation Description

File #: 15-484, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSES, DEEP WITHIN REHAB CENTER

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of eight special event liquor licenses for the Deep Within Rehab Center, submitted by Cynthia Ann Humes. These events will be held at Westgate's Waterdance Plaza located at 6751 North Sunset Boulevard on September 13 and 27 from 9 a.m. to 2 p.m.; October 4 from 9:30 a.m. to 2:30 p.m.; October 26 from 2 p.m. to 6:30 p.m.; November 22 from 10 a.m. to 3 p.m.; December 10 from 3 p.m. to 7:30 p.m.; December 27, 2015 from 11 a.m. to 3:30 p.m.; and January 3, 2016 from 11 a.m. to 3:30 p.m. The purpose of these special event liquor licenses is for fundraising at the Cardinals football game tailgate events.

Background Summary

Westgate is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of days expended by this applicant will be seven of the allowed 12 days for 2015 and one of the allowed 12 days for 2016. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

SECTION 1 Name of Organization: DEEP WITHIN REHAB CENTER

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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

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

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

SECTION 7 Location of the Event: WESTGATE WATERDANCE PLAZA
Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: HUMES CYNTHIA ANN [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 11773 N. 91ST AVE PEORIA AZ 85345
Street City State Zip

3. Applicant's home/cell phone: () _____ Applicant's business phone: (623) 206-7600

4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 1
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>	Percentage	<u>25 %</u>	
Address	<u>11773 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>
	Street	City	State	Zip
Name	<u>ROJO HOSPITALITY GROUP</u>	Percentage	<u>75 %</u>	
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>
	Street	City	State	Zip

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

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

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

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

2 Number of Police 4 Number of Security Personnel Fencing Barriers

Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

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

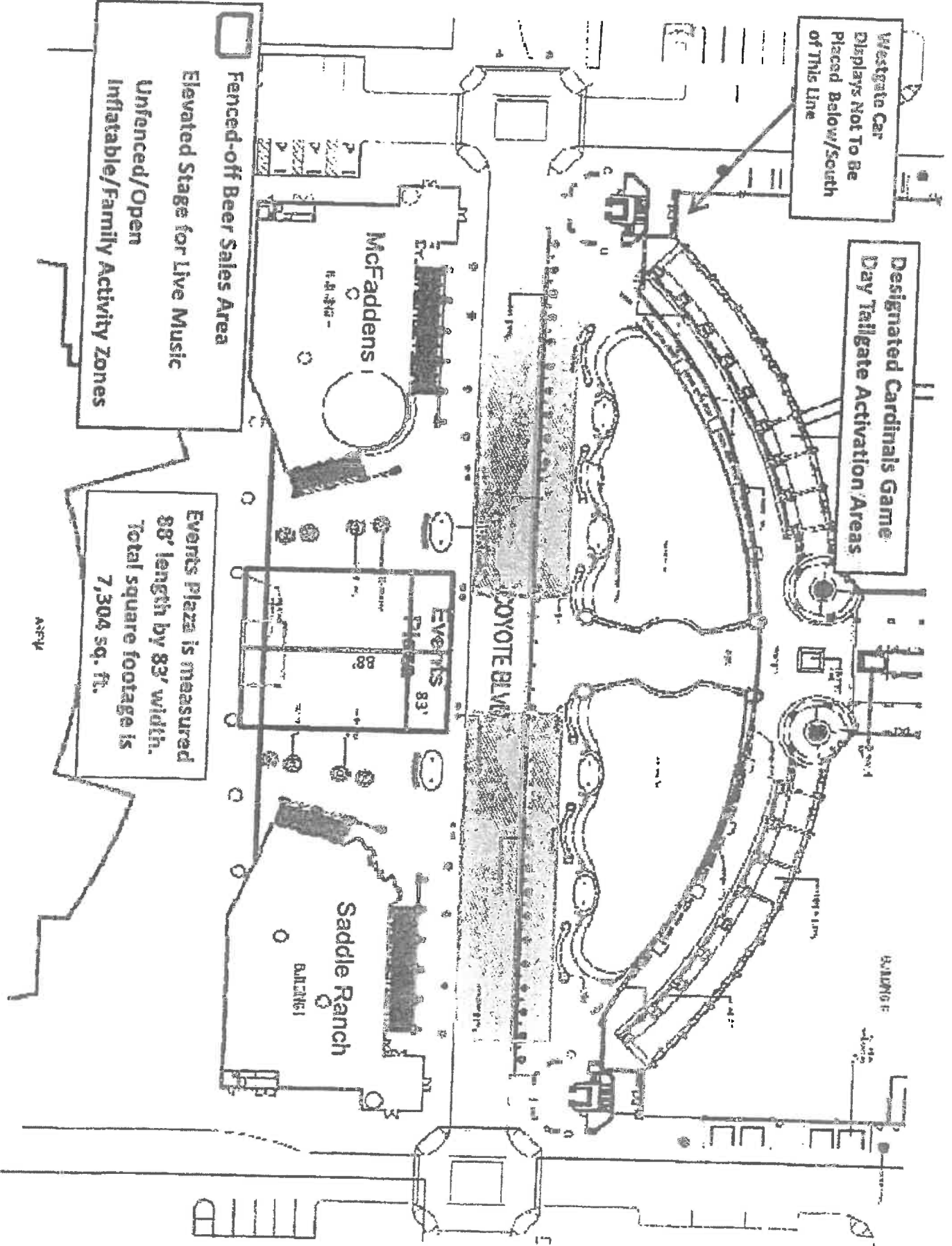
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9-13-15</u>	<u>SUN</u>	<u>9AM</u>	<u>2 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Westgate Car Displays Not To Be Placed Below/South of This Line

Designated Cardinals Game Day Tailgate Activation Areas

Fenced-off Beer Sales Area
Elevated Stage for Live Music
Unfenced/Open Inflatable/Family Activity Zones

Events Plaza is measured 88' length by 83' width. Total square footage is 7,304 sq. ft.



ASPH



LEGEND

8" BIKE BARRICADE

NOTES

EVENT NAME

LOCATION

MAP NOT TO SCALE

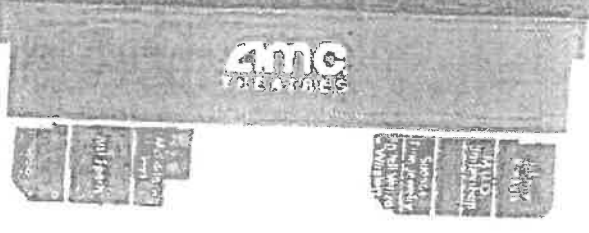
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COMPASS

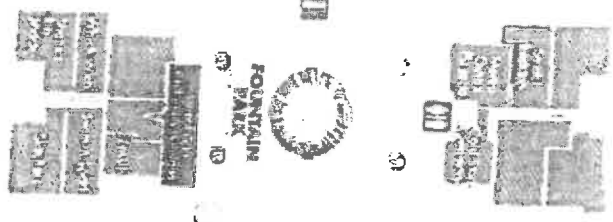
WEST GOLF PLAZA



LEVEL 1



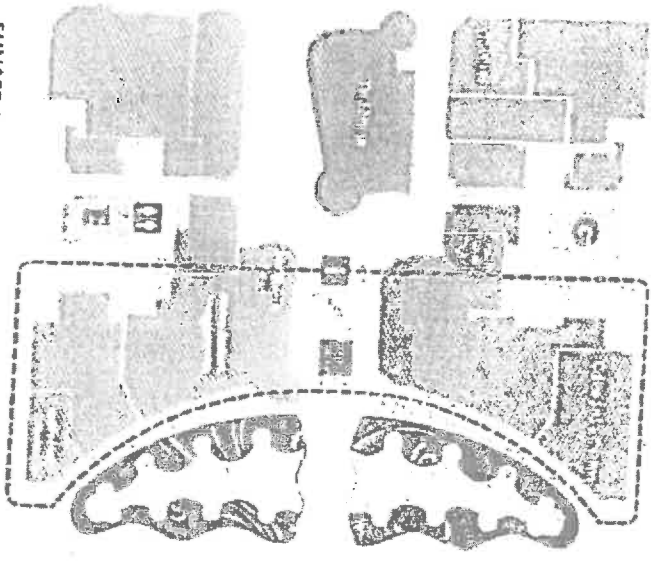
HANNA DRIVE



WESTGATE BOULEVARD

SUNSET BOULEVARD

SUNRISE BOULEVARD



COYOTES BOULEVARD

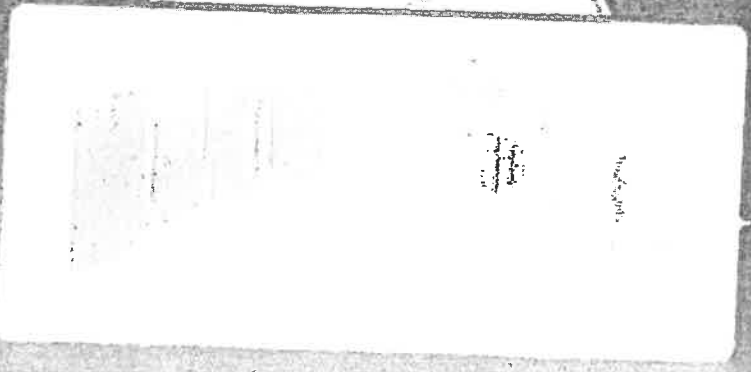


Directory

ATM

Restrooms

LEVEL 2



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

I, CYNTHIA ANN HUMES declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)

appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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

I, CYNTHIA ANN HUMES declare that I am the APPLICANT filing this application as
(Print full name)

listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X C. Humes DIRECTOR 6-10-15 623-206-7600
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The foregoing instrument was acknowledged before me this 10 June 2015
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The local governing body may require additional applications to be completed and submitted. Please check with local government as to how far in advance they require these applications to be submitted. Additional licensing fees may also be required before approval may be granted. For more information, please contact your local jurisdiction: http://www.azliquor.gov/assets/documents/homepage_docs/spec_event_links.pdf.

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on September 13, 2015. The hours of operation are as follows:

September 13, 2015

9am-2pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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SECTION 1 Name of Organization: DEEP WITHIN REHAB CENTER

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

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

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 Dispense and serve all spirituous liquors under retailer's license
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Street City County/State Zip

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4. Applicant's email address: _____

SECTION 10

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

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

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

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

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	Street	City	State	Zip	
Name	<u>ROJO HOSPITALITY GROUP</u>	Percentage	<u>75 %</u>		
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>	
	Street	City	State	Zip	

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

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
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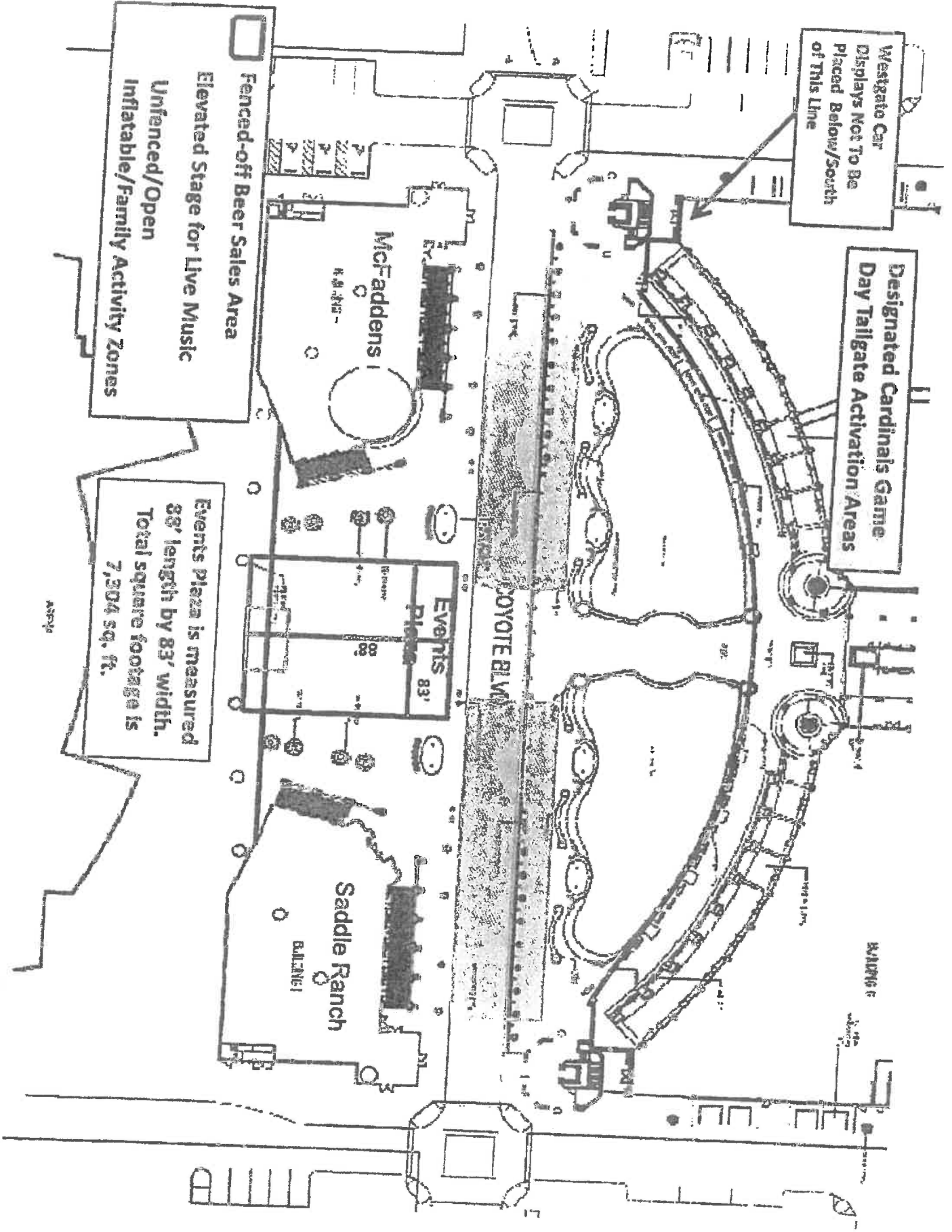
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DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
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DAY 10:	_____	_____	_____	_____

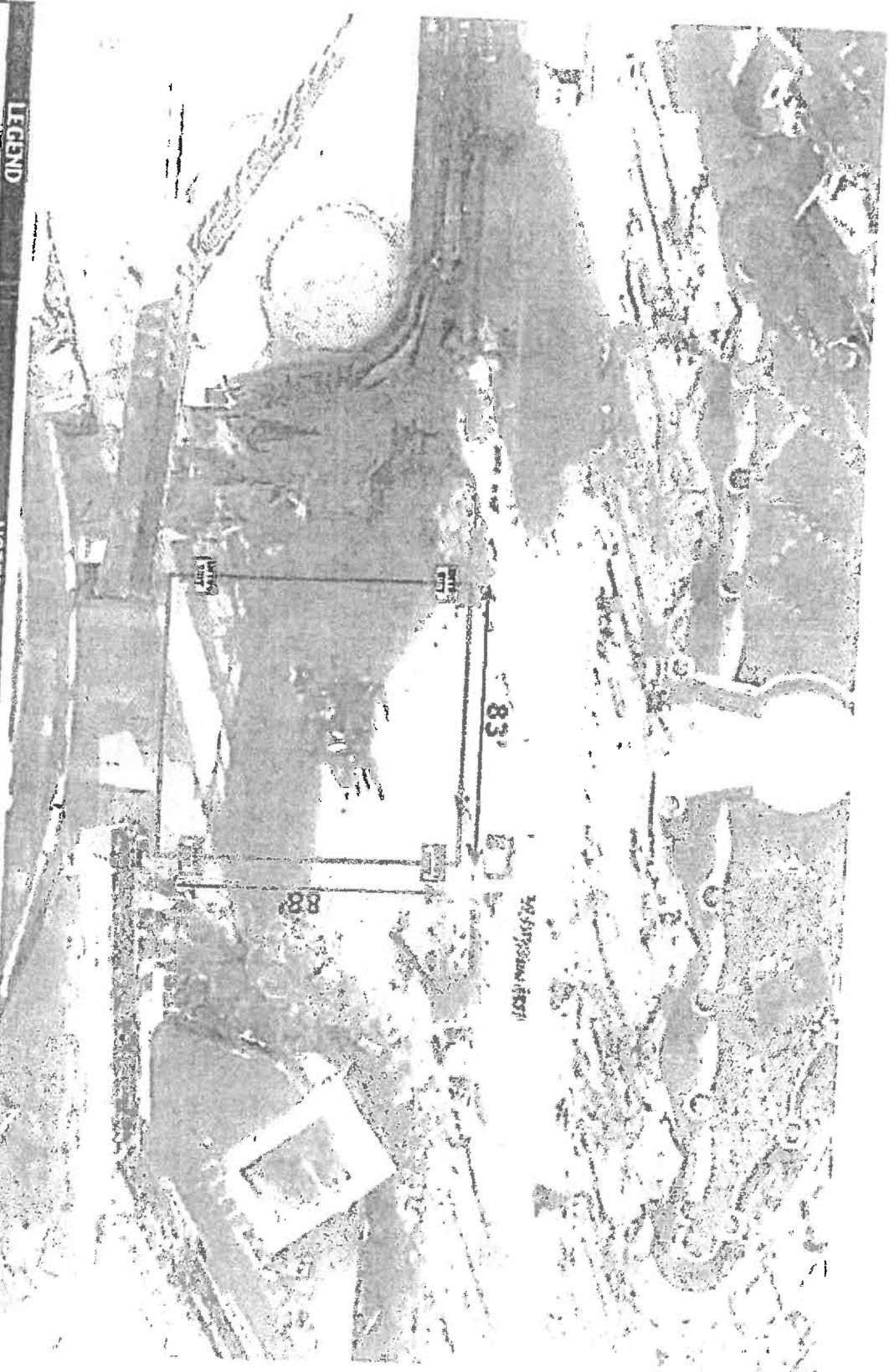
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Events Plaza is measured 83' length by 83' width. Total square footage is 7,304 sq. ft.





LEGEND

8' BIKE BARRICADE

NOTES

EVENT NAME

LOCATION

MAP NOT TO SCALE

DATE(S)

COMPASS



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

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

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(Signature) Title/ Position Date Phone #

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Day Month Year
State Arizona County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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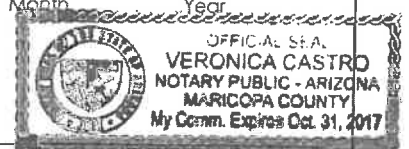
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Veronica Castro
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I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>			Percentage	<u>25 %</u>
Address	<u>11773 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>	
	Street	City	State	Zip	
Name	<u>ROJO HOSPITALITY GROUP</u>			Percentage	<u>75 %</u>
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>	
	Street	City	State	Zip	

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

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

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

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

2 Number of Police 4 Number of Security Personnel Fencing Barriers

Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

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

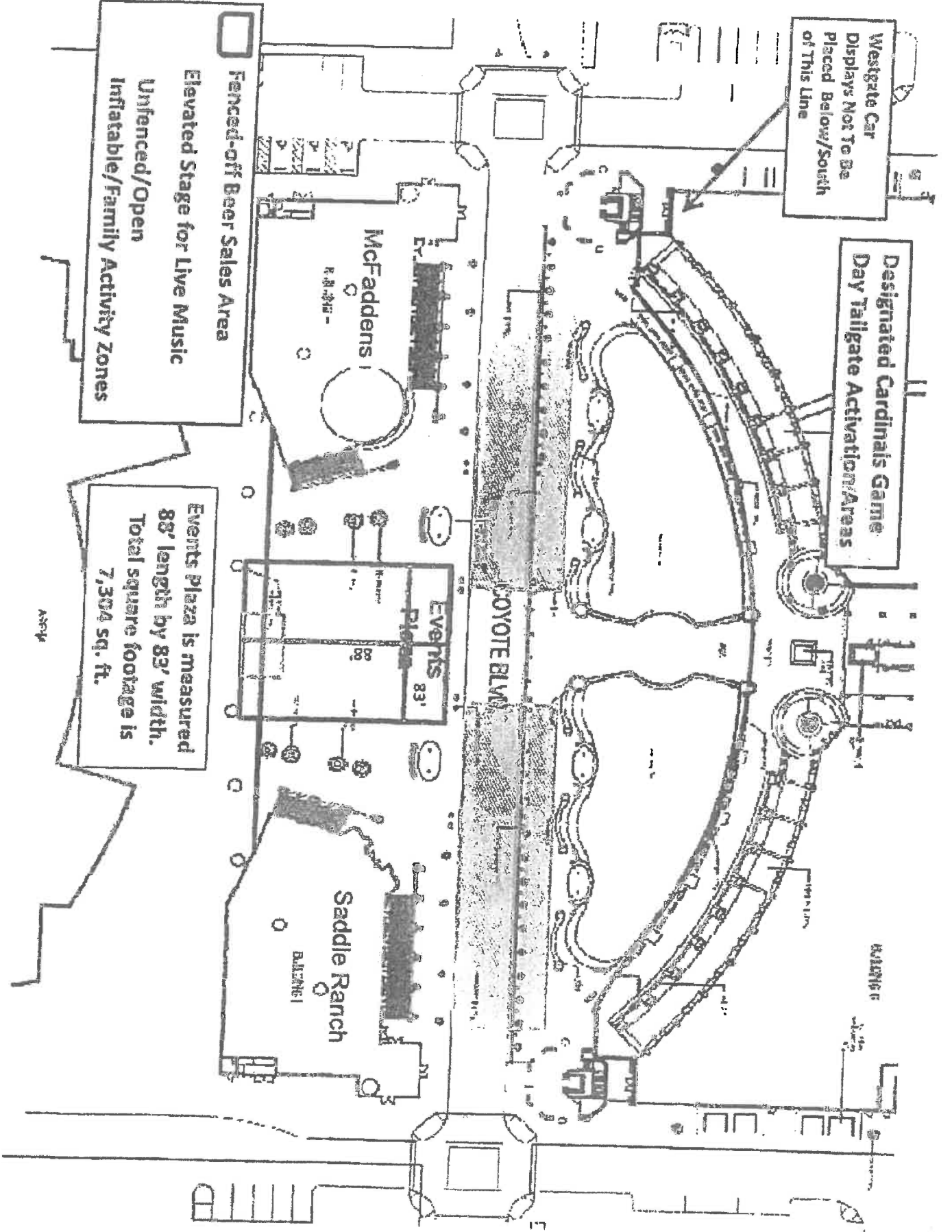
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10-4-15</u>	<u>SUN</u>	<u>9:30 AM</u>	<u>2:30 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____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

Westgate Car Displays Not To Be Placed Below/South of This Line

Designated Cardinals Game Day Tailgate Activation Areas

Fenced-off Beer Sales Area
Elevated Stage for Live Music
Unfenced/Open Inflatable/Family Activity Zones

Events Plaza is measured 83' length by 83' width. Total square footage is 7,304 sq. ft.



ASCP

8' BIKE BARRICADE

LEGEND

NOTES

EVENT NAME

LOCATION

HAP NOT TO SCALE

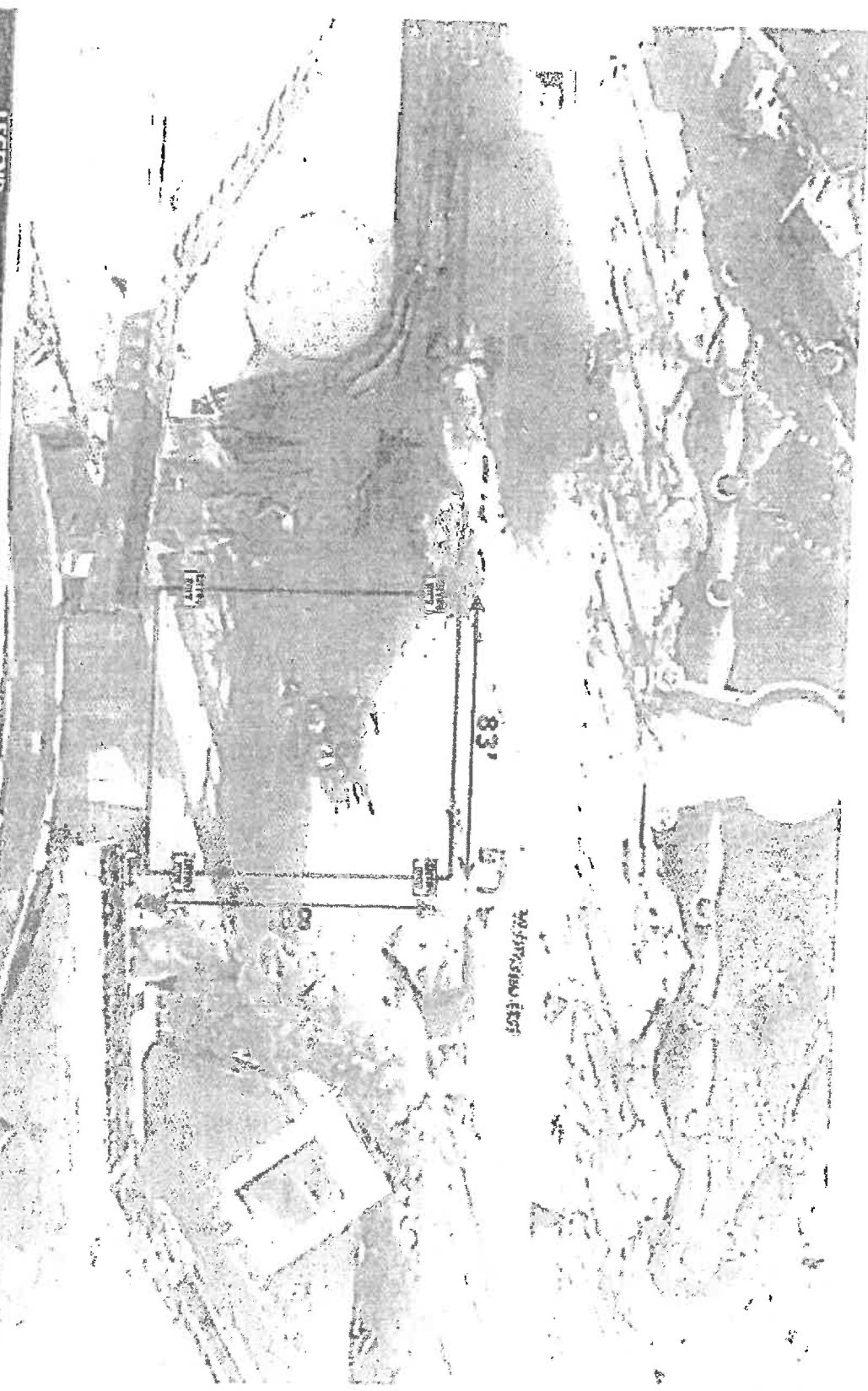
DATE(S)

COMPASS

WESTGATE PLAZA



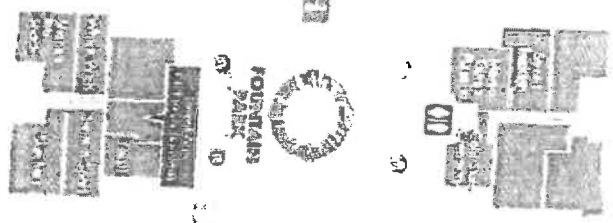
PRIME



LEVEL 1

4mc
RESTAURANT

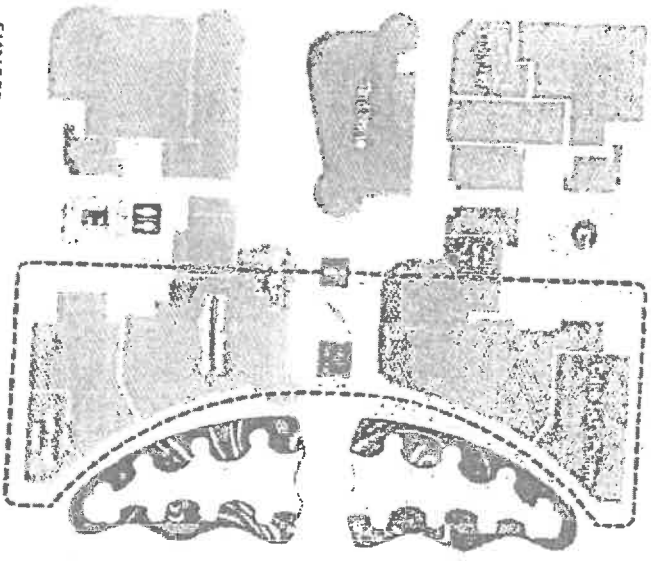
HANNA DRIVE



WESTGATE BOULEVARD

SUNSET BOULEVARD

SUNRISE BOULEVARD



COYOTES BOULEVARD

WATERPARK
PLAZA

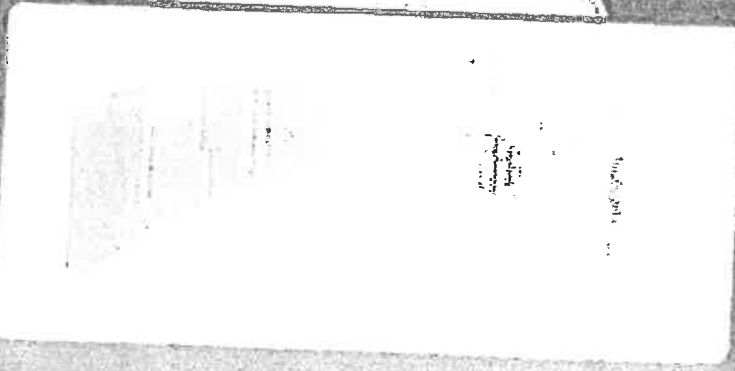


LEVEL 2

Directory

ATM

Restrooms



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

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

X C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month
State Arizona County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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

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

X C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/Position Date Phone #

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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on October 4, 2015. The hours of operation are as follows:

October 4, 2015

9:30am-2:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

SECTION 1 Name of Organization: DEEP WITHIN REHAB CENTER

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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

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

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

SECTION 7 Location of the Event: WESTGATE WATERDANCE PLAZA
Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: HUMES CYNTHIA ANN [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 11773 N. 91ST AVE PEORIA AZ 85345
Street City State Zip

3. Applicant's home/cell phone: (____) _____ Applicant's business phone: (623) 266-7600

4. Applicant's email address: _____

SECTION 10

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

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

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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>	Percentage	<u>25 %</u>	
Address	<u>11773 N91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>
	Street	City	State	Zip
Name	<u>ROJO HOSPITALITY GROUP</u>	Percentage	<u>75 %</u>	
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>
	Street	City	State	Zip

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

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

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

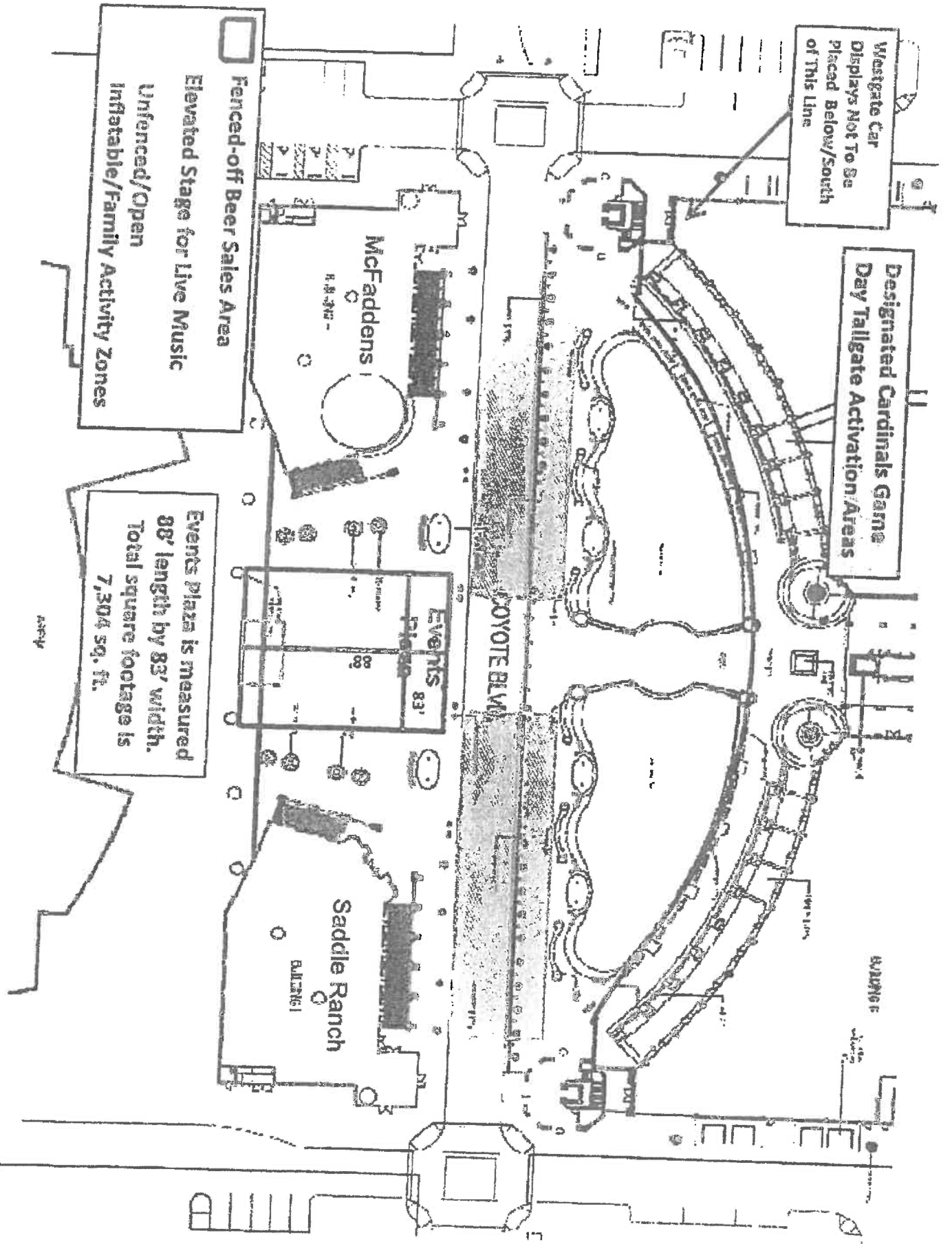
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 4 Number of Security Personnel Fencing Barriers

Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10-26-15</u>	<u>MON</u>	<u>2 PM</u>	<u>6:30 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



Westgate Car
Displays Not To Be
Placed Below/South
of This Line

Designated Cardinals Game
Day Tailgate Activation Areas

Fenced-off Beer Sales Area
Elevated Stage for Live Music
Unfenced/Open
Inflatable/Family Activity Zones

Events Plaza is measured
88' length by 83' width.
Total square footage is
7,304 sq. ft.

McFaddens

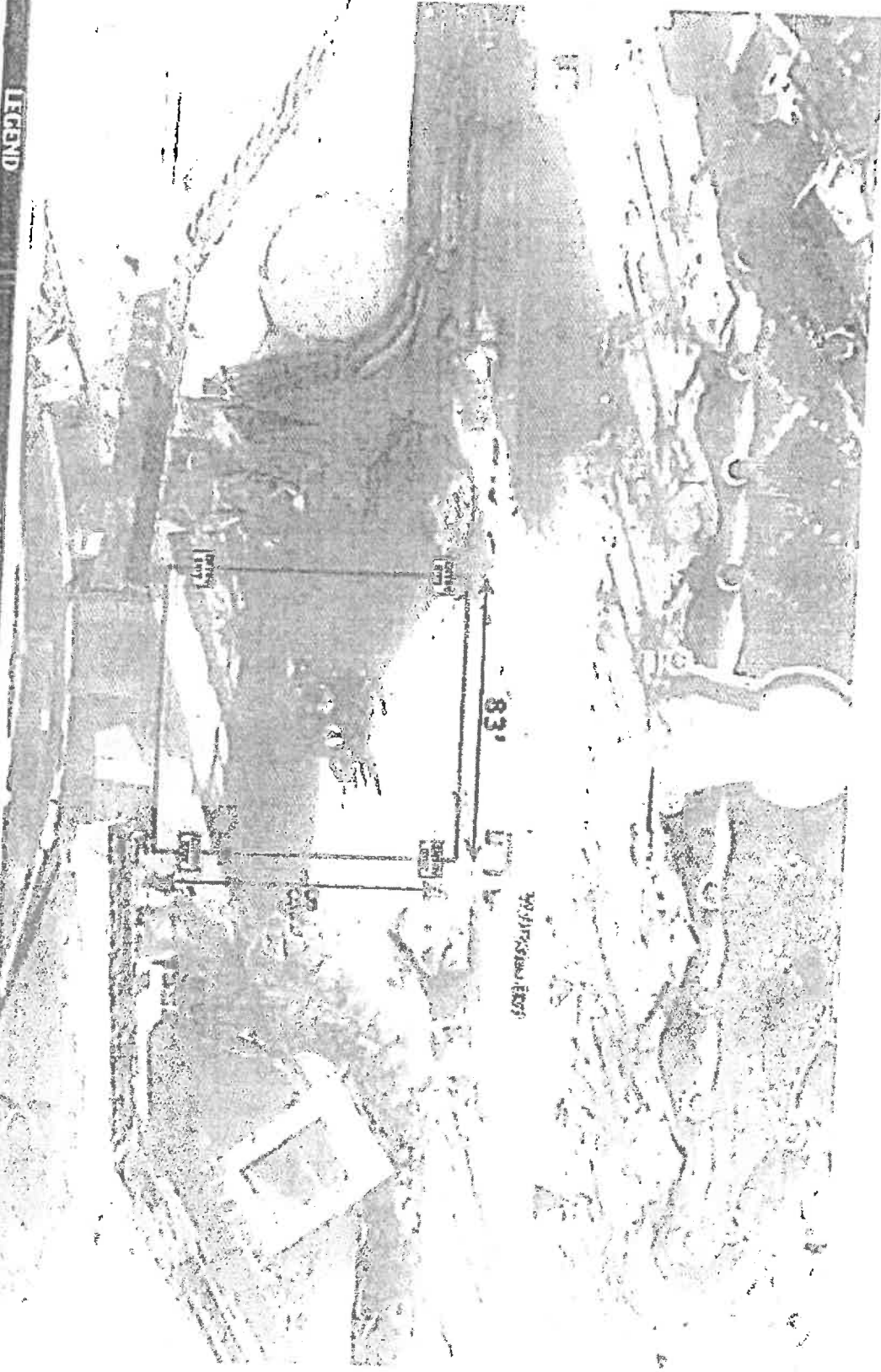
BOYOTE BLVD

EVENTS
PLAZA
83'

SADDLE RANCH

BALANCE

AVENUE



LEGEND

3' BIKE BARRICADE

NOTES

EVENT NAME: LOCATION

MAP NOT TO SCALE

DATE(S)

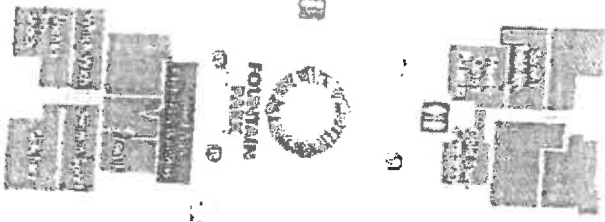
COMPASS



LEVEL 1



HANNA DRIVE

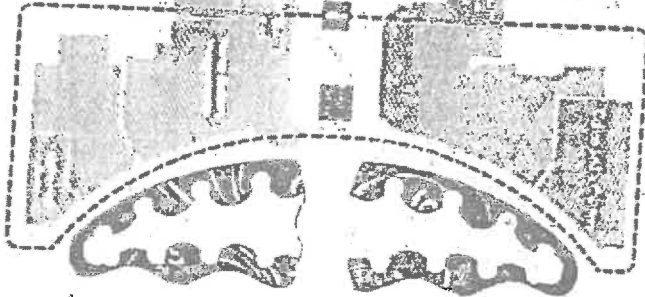


WESTGATE BOULEVARD



SUNSET BOULEVARD

SUNRISE BOULEVARD



COYOTES BOULEVARD

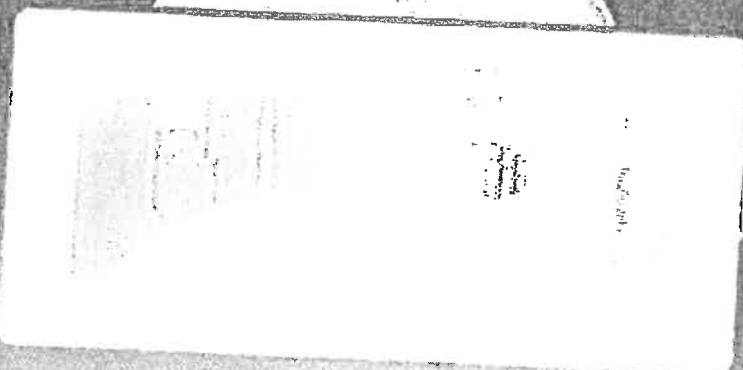


WATERDANCE PLAZA



LEVEL 2

Directory ATM Restrooms



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


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

x C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

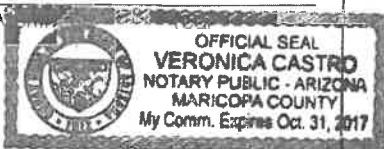
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(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on October 26, 2015. The hours of operation are as follows:

October 26, 2015

2pm-6:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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

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

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

SECTION 7 Location of the Event: WESTGATE WATERDANCE PLAZA
Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: HUMES CYNTHIA ANN [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 11773 N. 91ST AVE PEORIA AZ 85345
Street City State Zip

3. Applicant's home/cell phone: (____) _____ Applicant's business phone: (623) 206-7600

4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 5
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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Name	<u>DEEP WITHIN REHAB CENTER</u>			Percentage	<u>25 %</u>
Address	<u>11773 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>	
	Street	City	State	Zip	
Name	<u>ROJO HOSPITALITY GROUP</u>			Percentage	<u>75 %</u>
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>	
	Street	City	State	Zip	

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

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

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

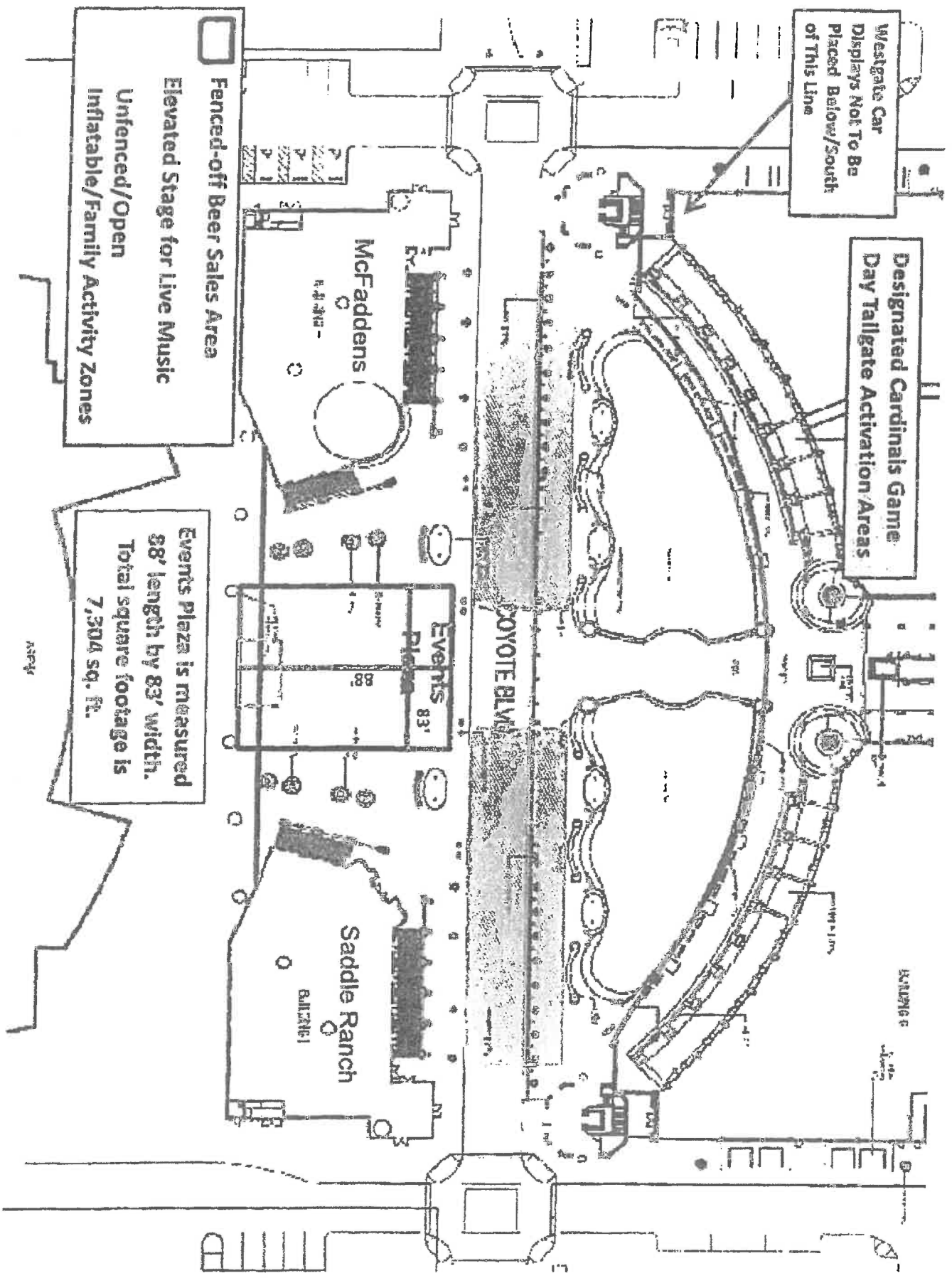
	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11-22-15</u>	<u>SUN</u>	<u>10 AM</u>	<u>3 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

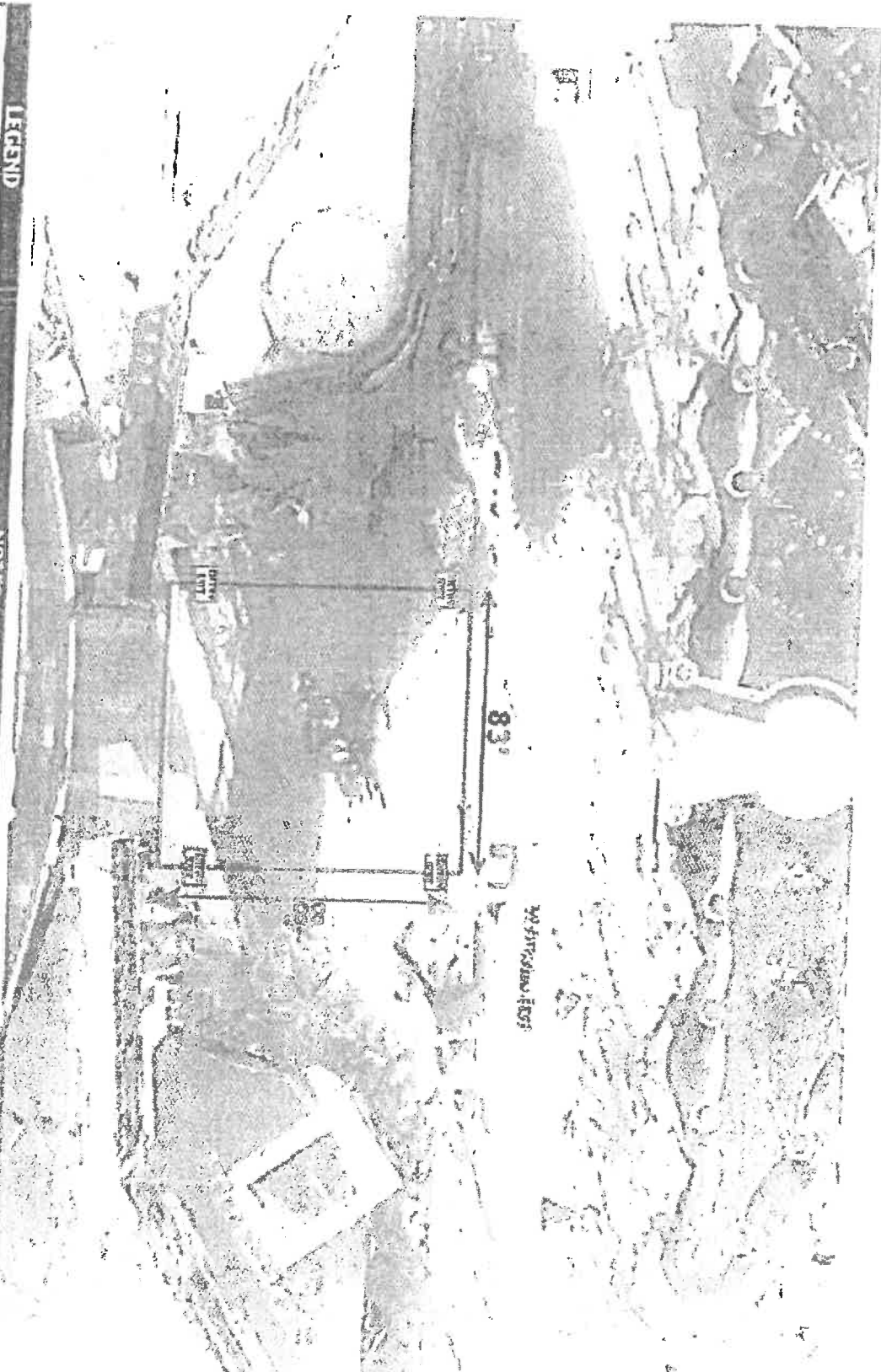
Westgate Car Displays Not To Be Placed Below/South of This Line

Designated Cardinals Game Day Tailgate Activation Areas

Fenced-off Beer Sales Area
Elevated Stage for Live Music
Unfenced/Open Inflatables/Family Activity Zones

Events Plaza is measured 88' length by 83' width. Total square footage is 7,304 sq. ft.





8' BIKE BARRICADE

LEGEND

NOTES

EVENT NAME

LOCATION

MAP NOT TO SCALE

DATE(S)

COMPASS

WEST GATE PLAZA



LEVEL 1

AMC THEATRE

HANNA DRIVE

FOUNTAIN PARK

WESTGATE BOULEVARD

SUNSET BOULEVARD

SUNRISE BOULEVARD

COYOTES BOULEVARD

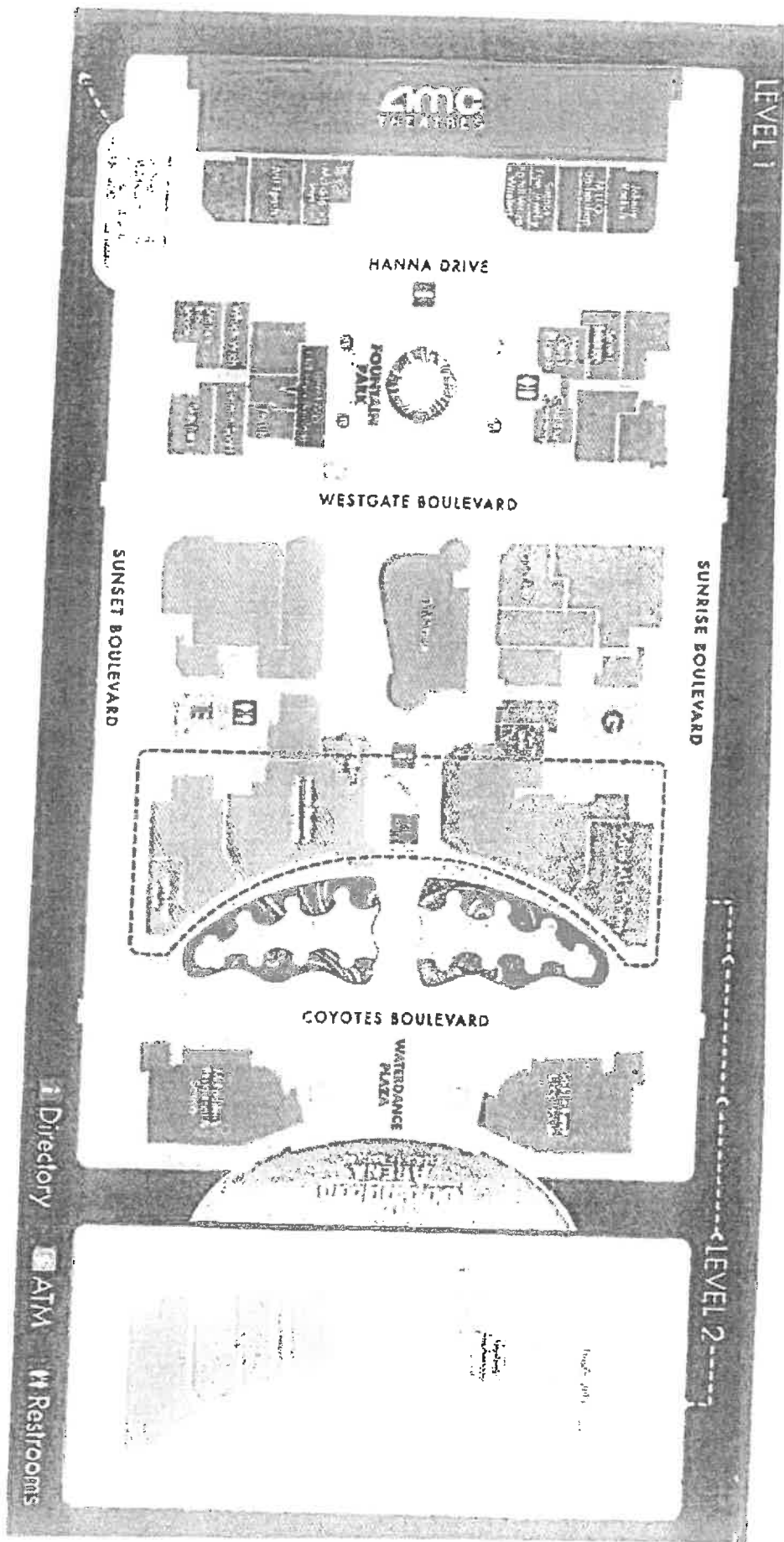
WATERDANCE PLAZA

LEVEL 2

Directory

ATM

Restrooms



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

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

x C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

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Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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I, CYNTHIA ANN HUMES declare that I am the APPLICANT filing this application as
(Print full name)
listed in Section 9. I have read the application and the contents and all statements are true, correct and
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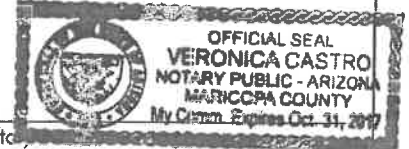
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I, _____ recommend APPROVAL DISAPPROVAL
(government official) (Title)

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on November 22, 2015. The hours of operation are as follows:

November 22, 2015 10am-3pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

SECTION 1 Name of Organization: DEEP WITHIN REHAB CENTER

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business License Number Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: WESTGATE WATERDANCE PLAZA
Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: HUMES CYNTHIA ANN [REDACTED]
Last First Middle Date of Birth
2. Applicant's mailing address: 11773 N. 91ST AVE PEORIA AZ 85345
Street City State Zip
3. Applicant's home/cell phone: (____) _____ Applicant's business phone: (623) 206-7600
4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 6
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>	Percentage	<u>25 %</u>	
Address	<u>11713 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>
	Street	City	State	Zip
Name	<u>ROJO HOSPITALITY GROUP</u>	Percentage	<u>75 %</u>	
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>
	Street	City	State	Zip

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

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

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

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

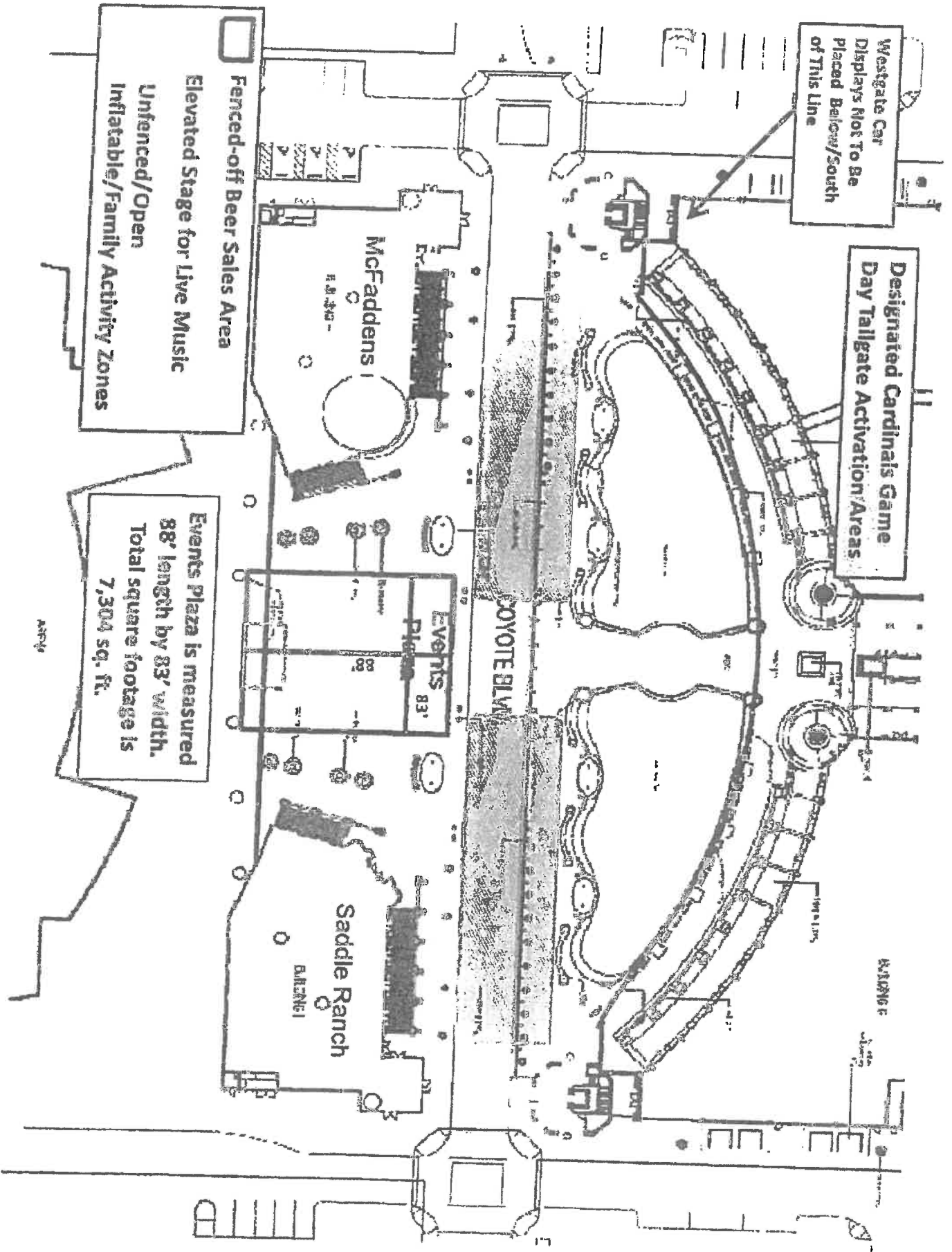
2 Number of Police 4 Number of Security Personnel Fencing Barriers

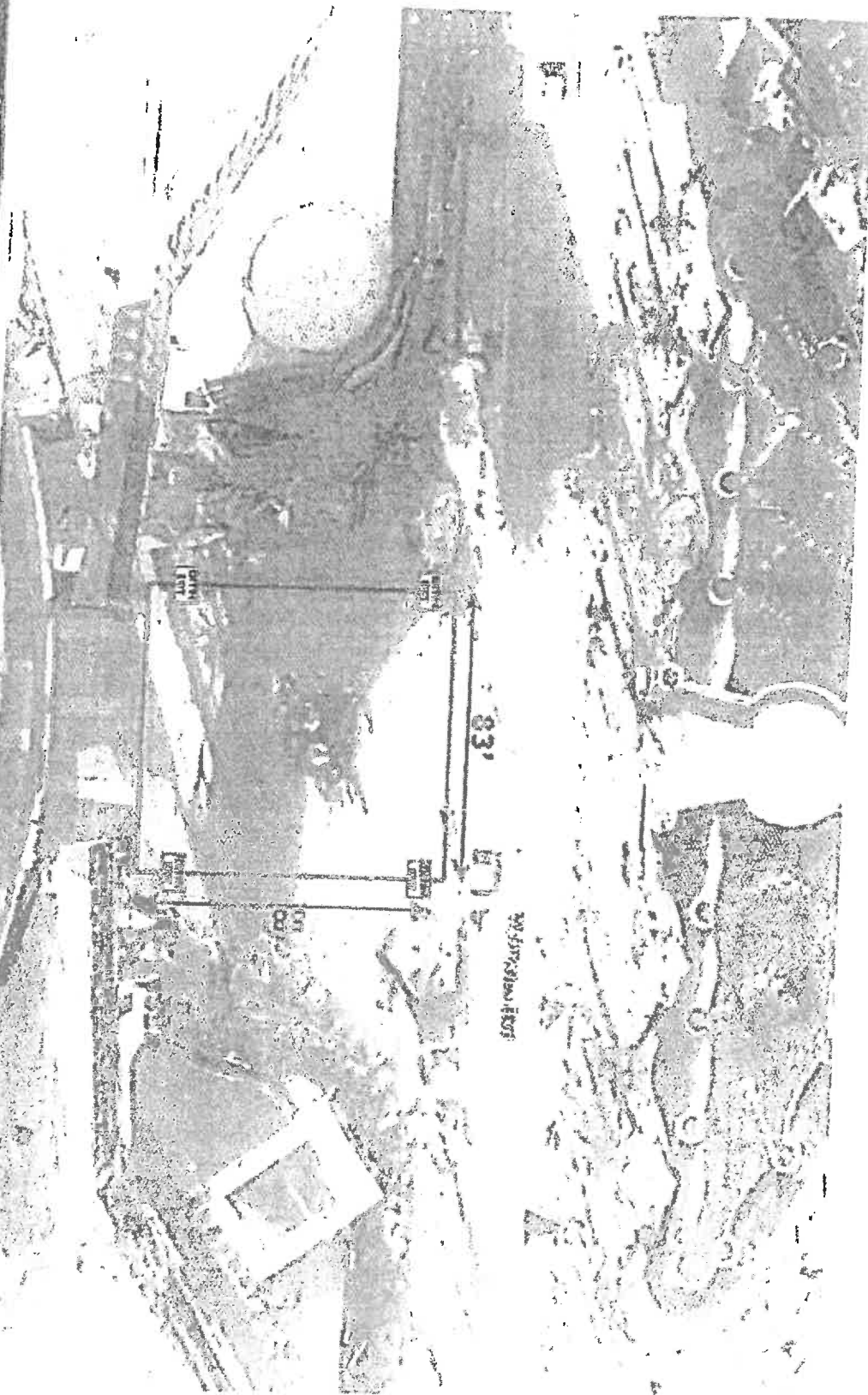
Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-10-15</u>	<u>THURS</u>	<u>3 pm</u>	<u>7:30 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____





LEGEND

3' BIKE BARRICADE

NOTES

EVENT NAME

LOCATION

MAP NOT TO SCALE

DATE(S)

COMPASS



LEVEL 1

AMC
THEATRE REG

HANNA DRIVE

FOUNTAIN
FAUX

WESTGATE BOULEVARD

SUNSET BOULEVARD

SUNRISE BOULEVARD

COYOTES BOULEVARD

WATERDANCE
PLAZA

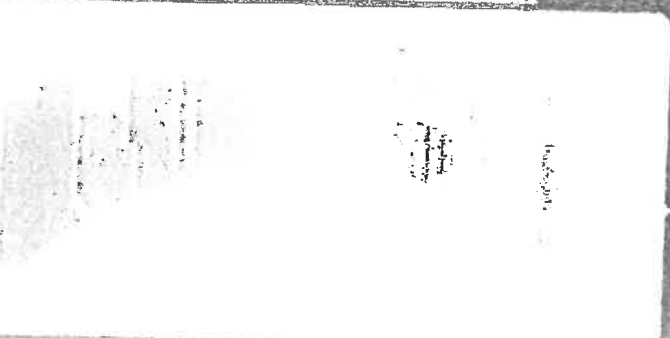
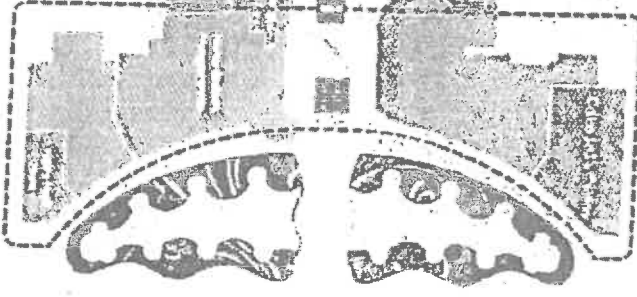
LEVEL 2

Directory

ATM

Restrooms

AMC
THEATRE REG



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


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

x *Cynthia A. Humes* DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

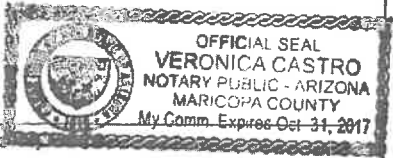
I, CYNTHIA ANN HUMES declare that I am the APPLICANT filing this application as
(Print full name)
 listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

x *C. Humes* DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on December 10, 2015. The hours of operation are as follows:

December 10, 2015

3pm-7:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

SECTION 1 Name of Organization: DEEP WITHIN REHAB CENTER

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business License Number Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: WESTGATE WATERDANCE PLAZA
Address of Location: 6751 N. SUNSET BLVD GLENDALE MARICOPA AZ 85305
Street City County/State Zip

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

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

1. Applicant: HUMES CYNTHIA ANN [REDACTED]
Last First Middle Date of Birth

2. Applicant's mailing address: 11773 N. 91ST AVE PEORIA AZ 85345
Street City State Zip

3. Applicant's home/cell phone: (____) _____ Applicant's business phone: (623) 206-7600

4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 7
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>	Percentage	<u>25 %</u>		
Address	<u>11773 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>	
	Street	City	State	Zip	
Name	<u>ROJO HOSPITALITY GROUP</u>	Percentage	<u>75 %</u>		
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>	
	Street	City	State	Zip	

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

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

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

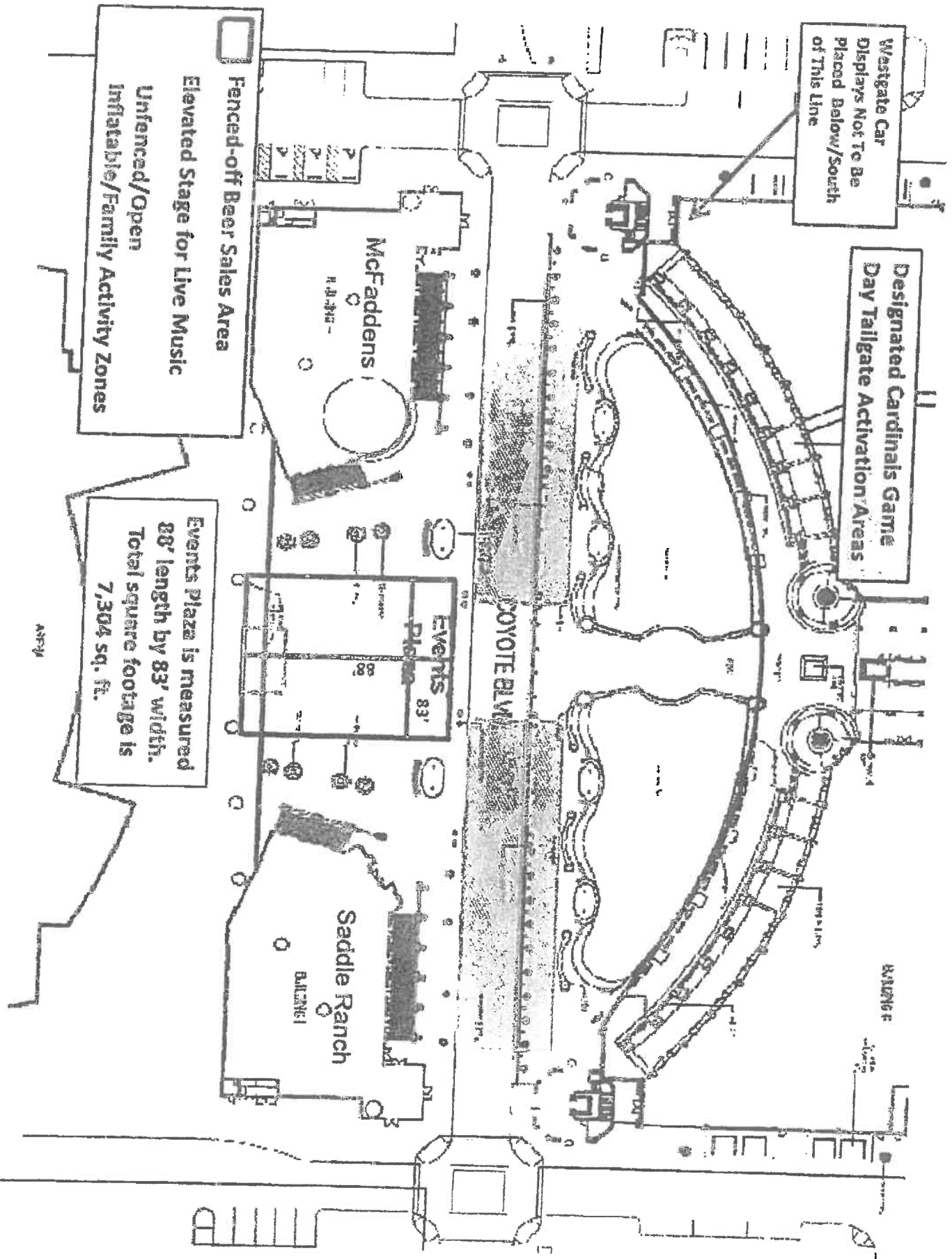
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 4 Number of Security Personnel Fencing Barriers

Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-27-15</u>	<u>SUN</u>	<u>11 AM</u>	<u>3:30 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



Weststate Car Displays Not To Be Placed Below/South of This Line

Designated Cardinals Game Day Tailgate Activation Areas

Fenced-off Beer Sales Area

Elevated Stage for Live Music

Unfenced/Open Inflatable/Family Activity Zones

Events Plaza is measured 80' length by 83' width. Total square footage is 7,304 sq. ft.

ASPJ

McFaddens

Saddle Ranch

BOYOTE BLVD

RUNG #

BALANCE



LEGEND

8" BIKE BARRICADE

NOTES

EVENT NAME

LOCATION

MAP NOT TO SCALE

DATE(S)

COMPASS



LEVEL 1

AMC THEATRE

HANNA DRIVE

FOUNTAIN PARK

WESTGATE BOULEVARD

SUNSET BOULEVARD

SUNRISE BOULEVARD

COYOTES BOULEVARD

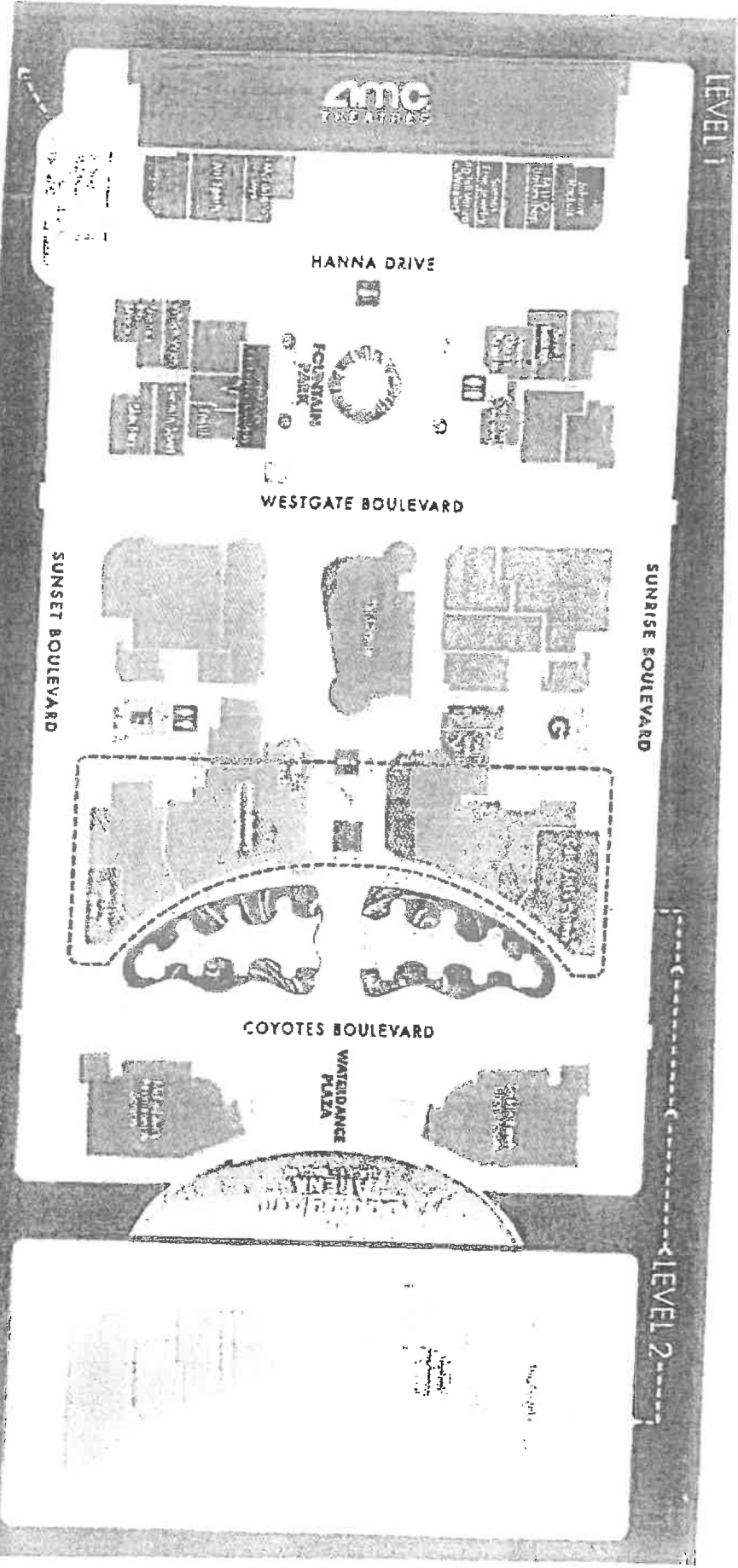
WATERDANCE PLAZA

LEVEL 2

Directory

ATM

Restrooms



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

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

X Cynthia Ann Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year
State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

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

X C.A. DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year
State Arizona County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on December 27, 2015. The hours of operation are as follows:

December 27, 2015

11am-3:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 1
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

Name	<u>DEEP WITHIN REHAB CENTER</u>			Percentage	<u>25 %</u>
Address	<u>11773 N 91ST AVE</u>	<u>PEORIA</u>	<u>AZ</u>	<u>85345</u>	
	Street	City	State	Zip	
Name	<u>ROJO HOSPITALITY GROUP</u>			Percentage	<u>75 %</u>
Address	<u>1 CARDINALS DRIVE</u>	<u>GLENDALE</u>	<u>AZ</u>	<u>85305</u>	
	Street	City	State	Zip	

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

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

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

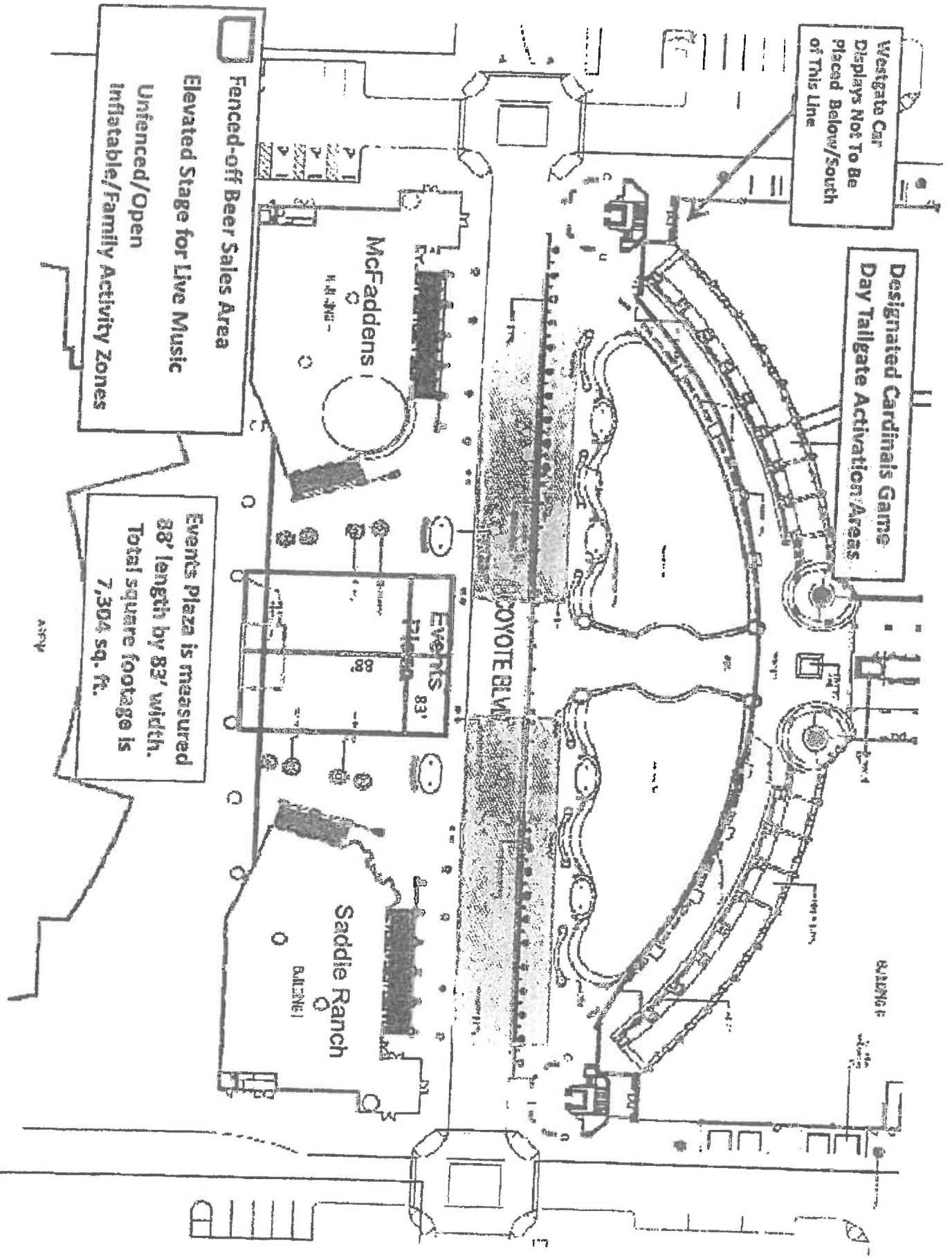
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

2 Number of Police 4 Number of Security Personnel Fencing Barriers

Explanation: 88' x 83' AREA WITHIN WESTGATE PLAZA WILL BE ENCLOSED BY CATTLE RAIL. ROJO HOSPITALITY GROUP WILL HAVE AN ALCOHOL COMPLIANCE TEAM MONITORING FOR UNDERAGE DRINKING AND PASS OFFS

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-3-16</u>	<u>SUN</u>	<u>11 AM</u>	<u>3:30PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



Westgate Car Displays Not To Be Placed Below/South of This Line

Designated Cardinals Game Day Tailgate Activation Areas

Fenced-off Beer Sales Area

Elevated Stage for Live Music Unfenced/Open Inflatable/Family Activity Zones

Events Plaza is measured 88' length by 83' width. Total square footage is 7,304 sq. ft.

McFaddens

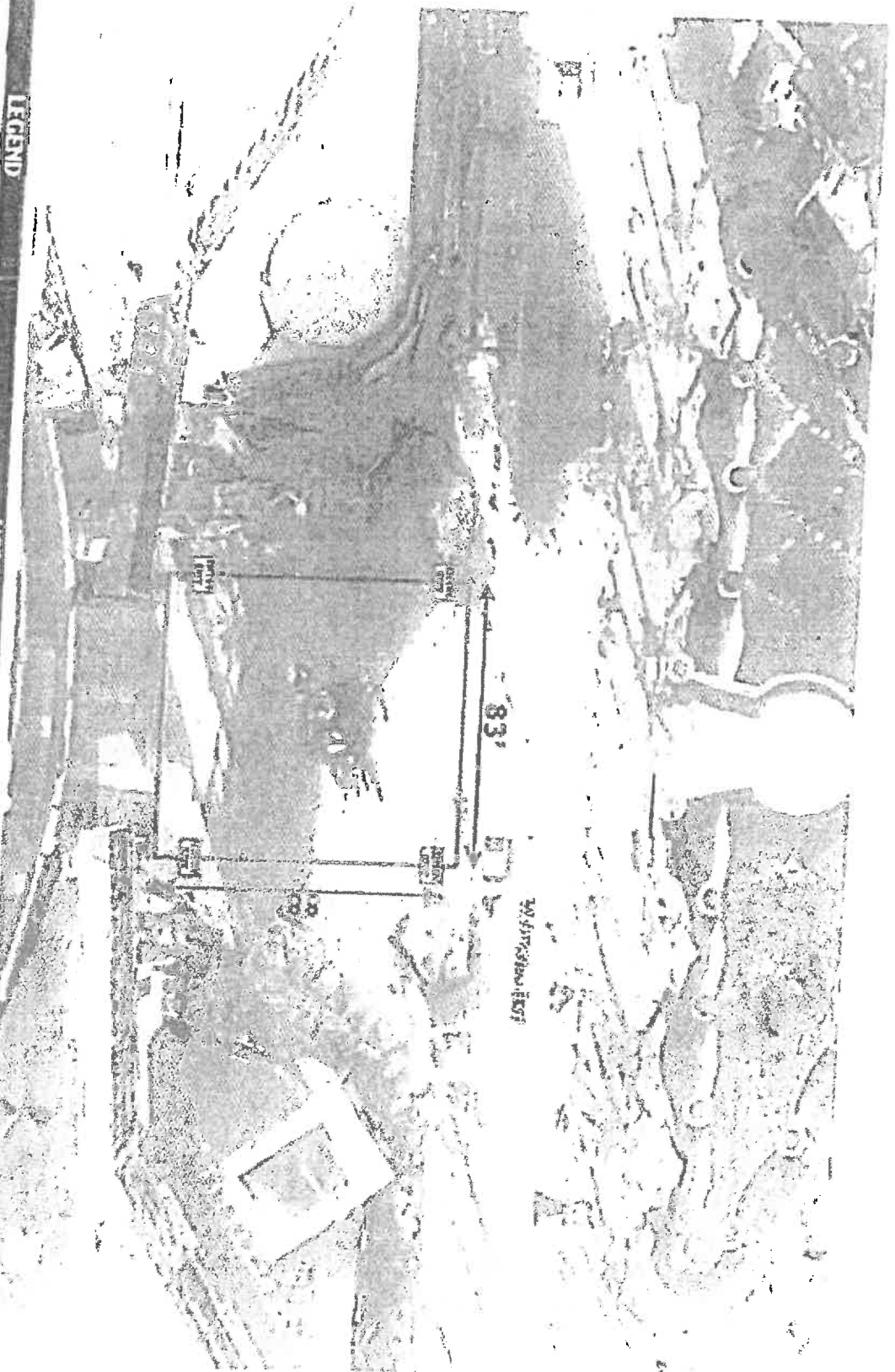
EVENTS PLAZA 83'

Saddle Ranch

FOYOTE BLVD

EVENTS PLAZA 83'

APRY



5' BIKE BARRICADE

LEGEND

NOTES

EVENT NAME LOCATION

MAP NOT TO SCALE

DATE(S)

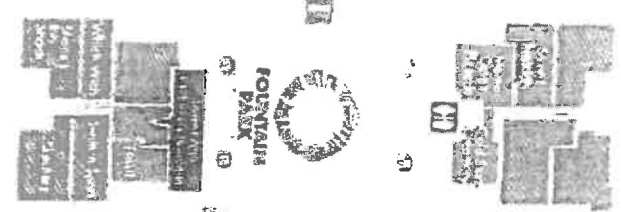
COMPASS



LEVEL 1



HANNA DRIVE

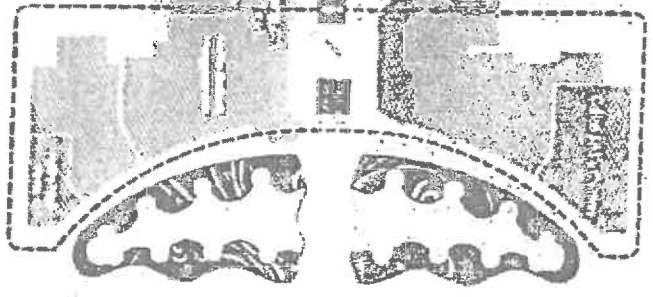


WESTGATE BOULEVARD



SUNSET BOULEVARD

SUNRISE BOULEVARD

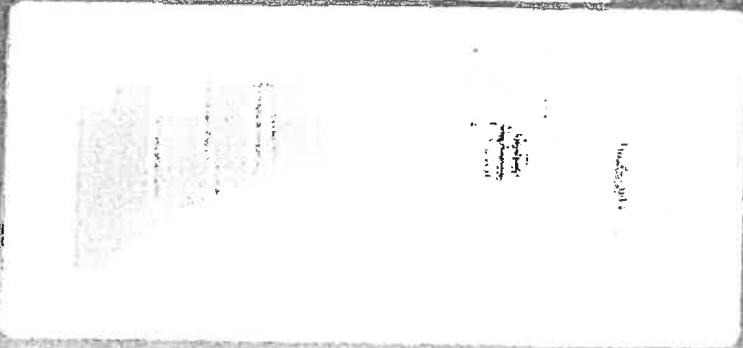


COYOTES BOULEVARD



WATERDANCE PLAZA

LEVEL 2



Directory ATM Restrooms

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

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

x Cynthia Ann Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 10 June 2015
Day Month Year

State Arizona County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro

Signature of Notary



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

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

x C. Humes DIRECTOR 6-10-15 623-206-7600
(Signature) Title/ Position Date Phone #

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State Arizona County of Maricopa

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Veronica Castro

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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____



ROJO HOSPITALITY GROUP

May 14, 2015

Dear Ms. Humes,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the Westgate Plaza Activation to the Deep Within Rehab Center Inc. In return for the donation, Deep Within will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place on the Westgate Waterdance Plaza, 6751 N. Sunset Blvd. Glendale, AZ 85305 on January 3, 2016. The hours of operation are as follows:

January 3, 2016 11am-3:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Deep Within Rehab Center Inc.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

15-11074611

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-03-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Deep Within Rehab Center**

Business Address: **11773 N. 91st Ave (Events at 6751 N. Sunset Blvd - Westgate)**

Applicant/s Information

Name: **Humes, Cynthia Ann**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 7/3/2014	Other Suites	New ownership call history beginning:
Liquor Related	8		
Vice Related			
Drug Related	2		
Fights / Assaults	22		
Robberies	1		
Burglary / Theft	31		
911 calls			
Trespassing	8		
Accidents	12		
Fraud / Forgery	4		
Threats	1		
Criminal damage	4		
Other non-criminal*	63		
Other criminal	7		
Total calls for service	163	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Events scheduled for 09-13-15, 09-27-15, 10-04-15, 10-26-15, 11-22-15, 12-10-15, 12-27-15, 01-03-16.
(Cardinal Home Games)

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	_____	_____
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>J. S. [Signature]</u>	<u>7-8-15</u>



Legislation Description

File #: 15-485, **Version:** 1

APPROVE SPECIAL EVENT LIQUOR LICENSES, LUMP BUSTERS

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of eight special event liquor licenses for Lump Busters, submitted by Terri Dee Gall. These events will be held at the University of Phoenix Stadium in the North Lot located at 1 North Cardinals Drive on September 13 and 27 from 8 a.m. to 4 p.m.; October 4 from 8:30 a.m. to 4:30 p.m.; October 26 from 1 p.m. to 9 p.m.; November 22 from 9 a.m. to 5 p.m.; December 10 from 2 p.m. to 9:30 p.m.; December 27, 2015 from 10 a.m. to 5:30 p.m.; and January 3, 2016 from 10 a.m. to 5:30 p.m. The purpose of these special event liquor licenses is for fundraising at the Cardinals football game tailgate events.

Background Summary

The University of Phoenix Stadium is zoned PAD (Planned Area Development) and located in the Yucca District. If these applications are approved, the total number of days expended by this applicant will be seven of the allowed 12 days for 2015 and one of the allowed 12 days for 2016. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

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

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

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

SECTION 1 Name of Organization: LUMP BUSTER'S

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

SECTION 3 The organization is a: (check one box only)
 Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
 Religious Civic (Rotary, College Scholarship) Political Party, Ballot Measure or Campaign Committee

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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

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

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

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3640 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

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

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

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

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

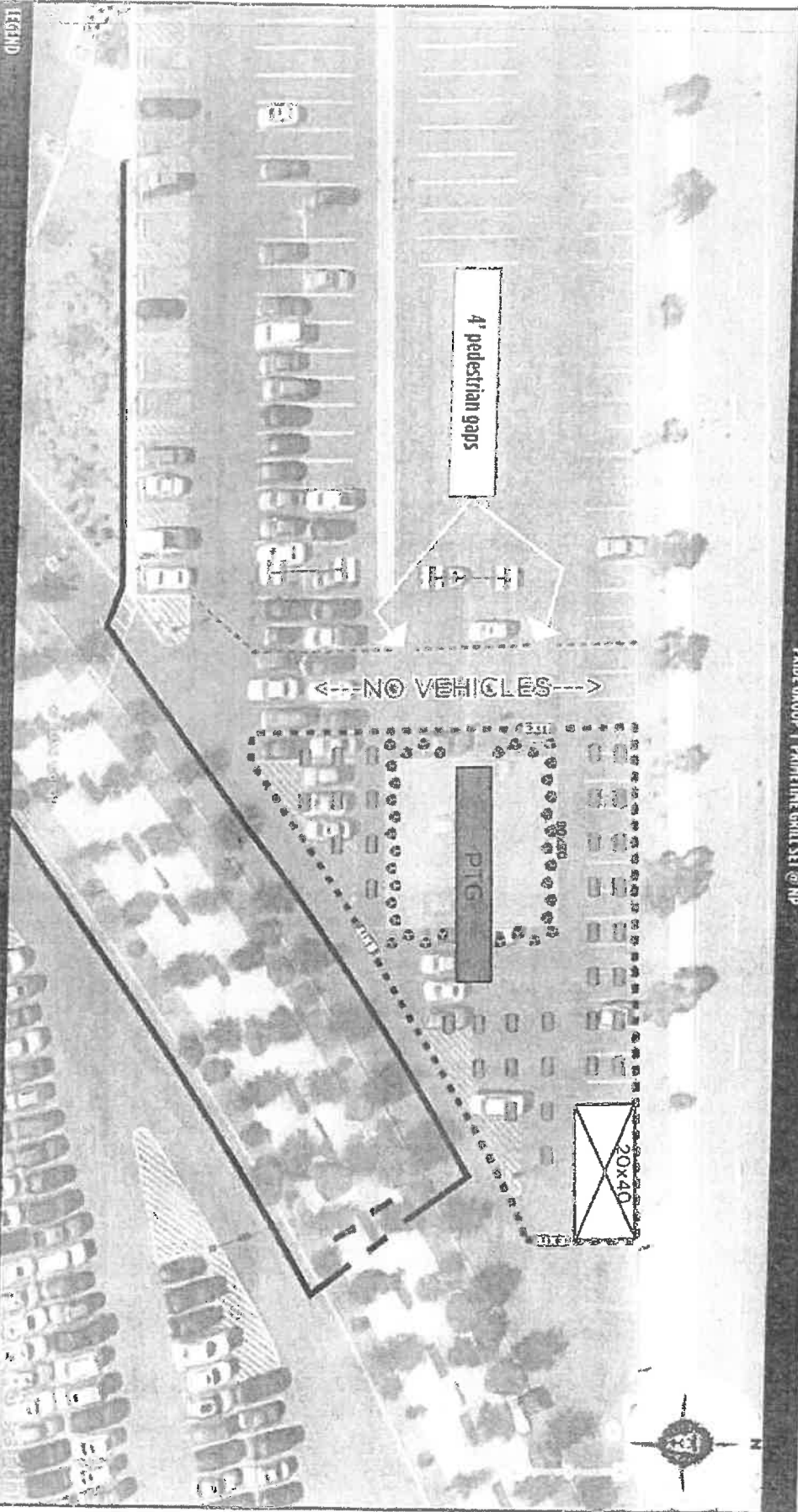
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM RAJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9-13-15</u>	<u>SUNDAY</u>	<u>8 AM</u>	<u>4 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



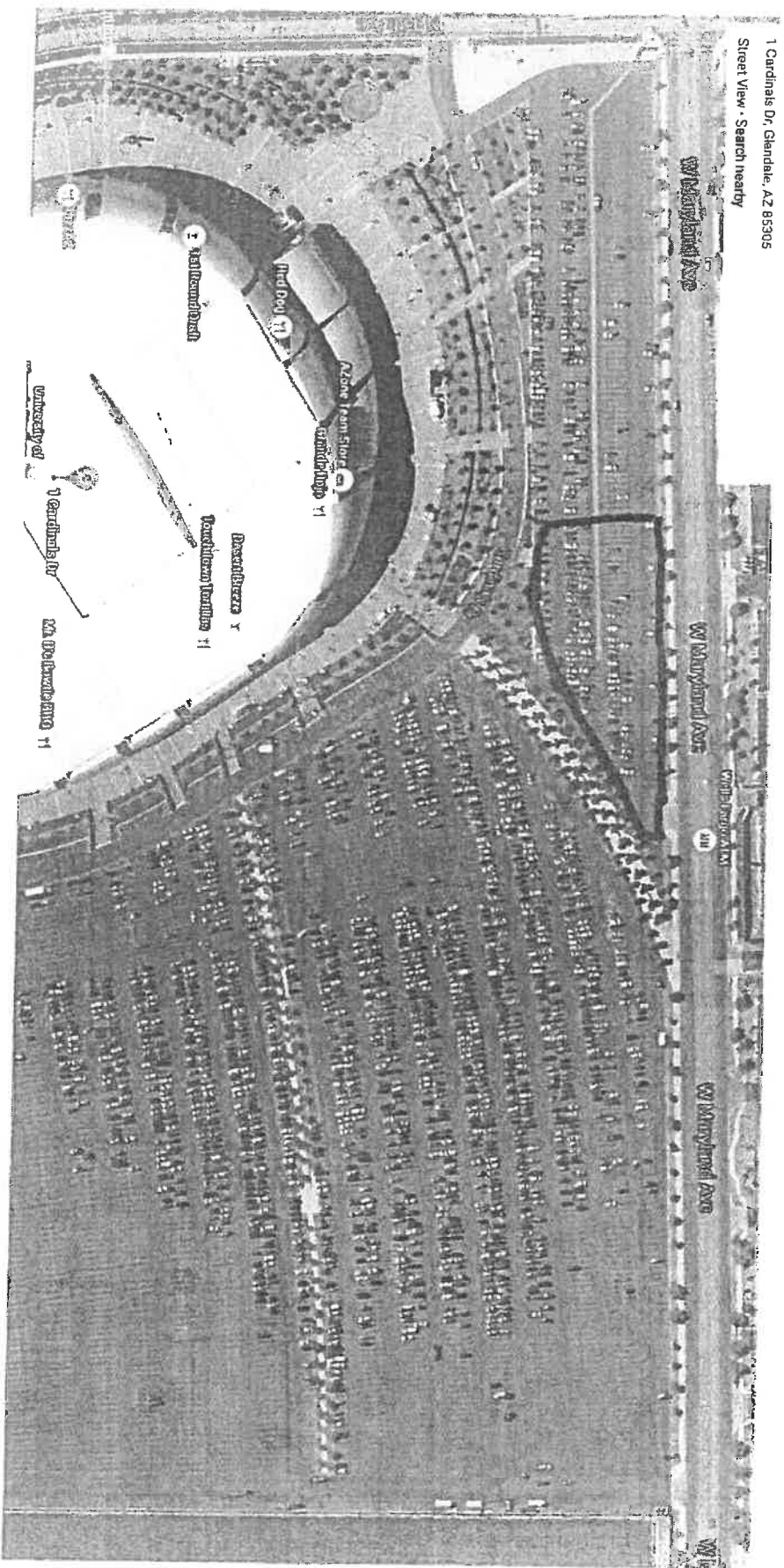
LEGEND

PTG EVENT FENCE	30" COCKTAIL	1	2	3	4
BBZ PERIMETER	PICNIC TABLE				
PENNANT FLAG	UMBRELLAS	5	6	7	8
	COOLFLOWER				

EVENT NAME		LOCATION		MUNICIPALITY	
2015 PIG @ NP		NORTH PRETIERRED		Glendale	
SPEED LIMIT	FLOW PATTERN	PAGE	REV		
N/A	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	1 of 1	3.0		
CONTRACTOR		PREPARED BY		DATE	
Pride Group, LLC		Estrada		5/20/15	
REVIEWED BY		DATE			



MAP NOT TO SCALE





ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on September 13, 2015. The hours of operation are as follows:

September 13, 2015 8:00am-4:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

x Juni D. Hall Founder 6-17-15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
State AZ County of Maricopa
Day Month Year

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

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

x Juni D. Hall Founder 6-17-15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

SECTION 1 Name of Organization: LUMP BUSTER'S

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

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

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

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

- Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT

Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3646 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

Yes No (If yes, attach explanation.)

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

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

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

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

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

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

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

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

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

Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

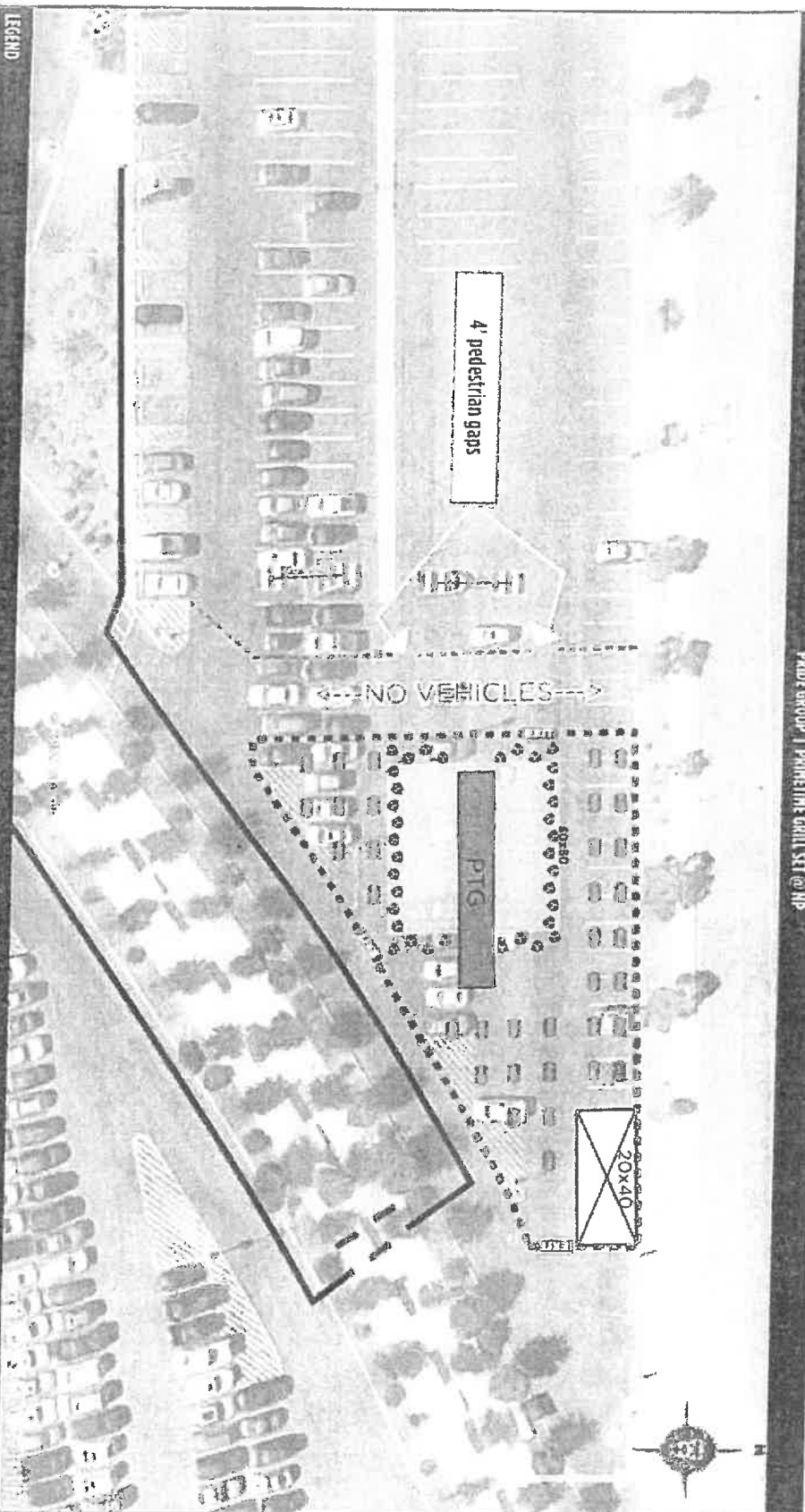
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>9-27-15</u>	<u>SUNDAY</u>	<u>8 AM</u>	<u>4 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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

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



LEGEND

PTG EVENT FENCE		30" COCKTAIL	1	2	3	4
BBQ PERIMETER		PICNIC TABLE	5	6	7	8
PENNANT FLAG		COOLTOWER				
UMBRELLAS						

EVENT NAME 2015 PTG @ NP

LOCATION NORTH PREFERRED

MUNICIPALITY Glendale

SPEED LIMIT N/A

FLOW PATTERN Ingress Egress Constant

CONTRACTOR Pride Group, LLC

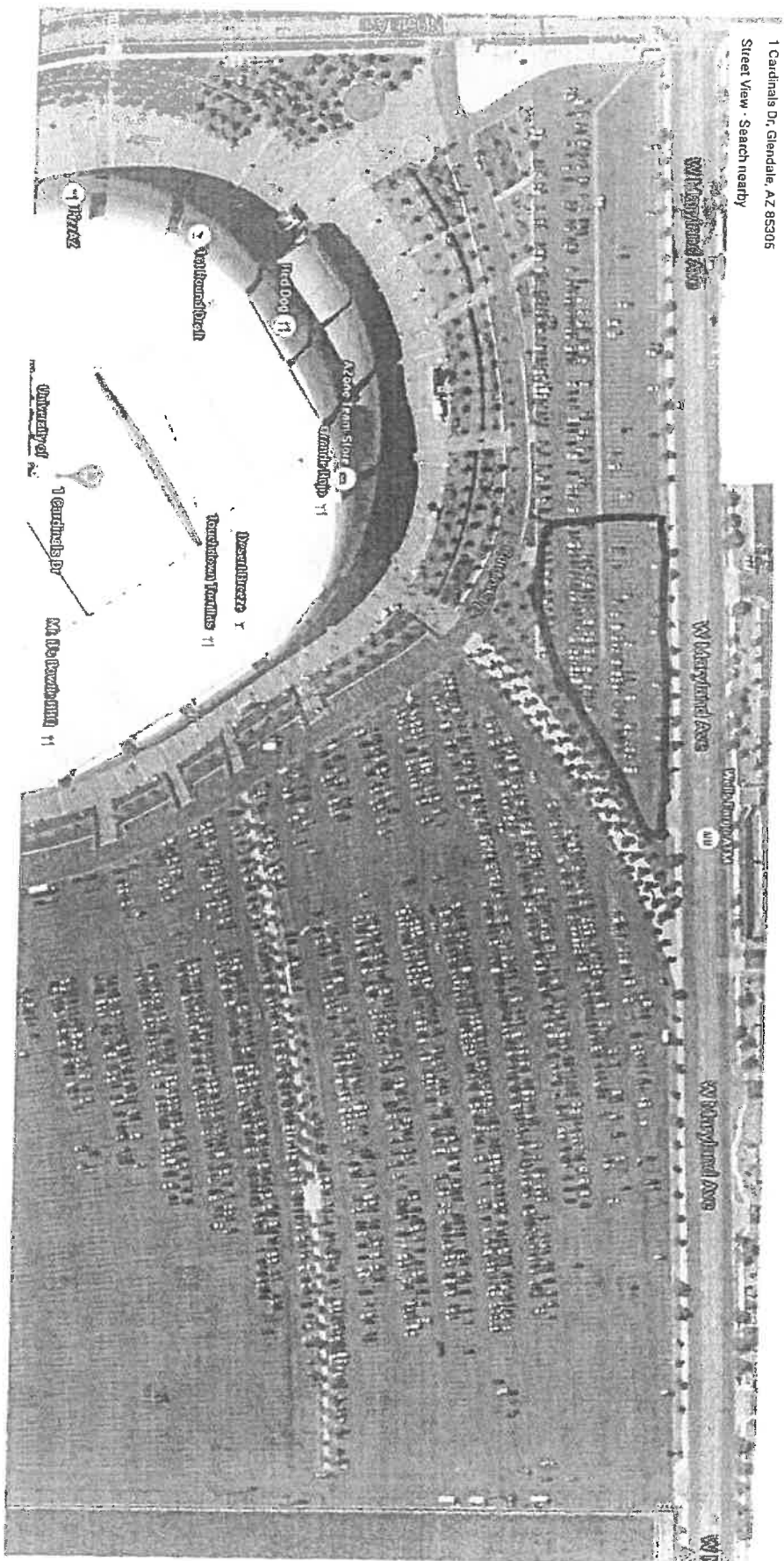
PREPARED BY Estrada

DATE 5/20/15

REVIEWED BY

DATE





1 Cardinals Dr, Glendale, AZ 85305
Street View - Search nearby



ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on September 27, 2015. The hours of operation are as follows:

September 27, 2015 8:00am-4:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

X Juni D. Hall Founder 6.17.15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year
State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public



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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY
Event date(s): _____
Event time start/end: _____

APPLICATION FOR SPECIAL EVENT LICENSE
Fee= \$25.00 per day for 1-10 days (consecutive)
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SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?

- Yes No

Name of Business _____ License Number _____ Phone (include Area Code) _____

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

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Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3640 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

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

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

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

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

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

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

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

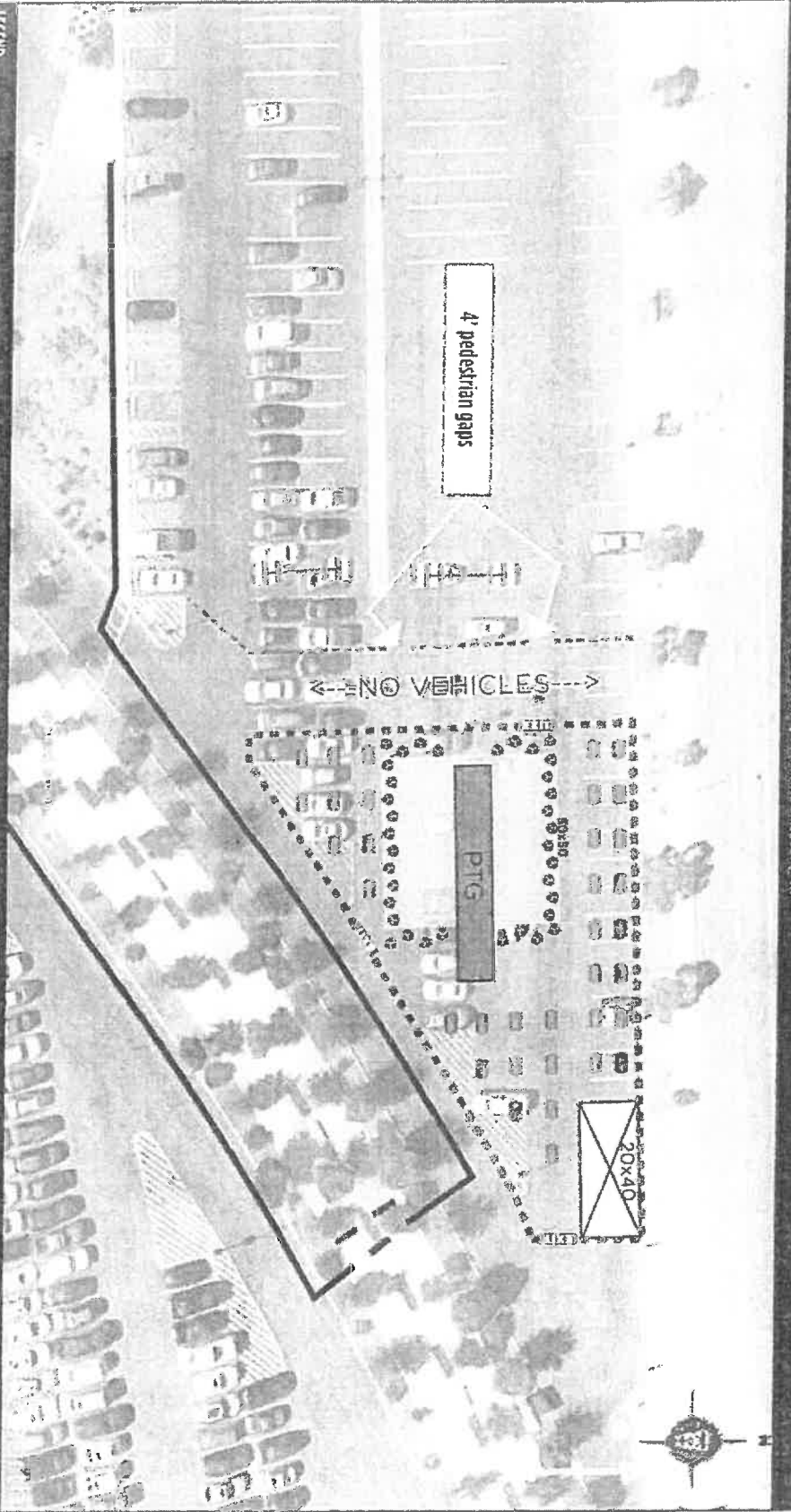
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

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

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



LEGEND

PTG EVENT FENCE		1	2	3	4
BBZ PERIMETER					
PENNYANT FLAG					
UMBRELLAS		5	6	7	8

HAP 100 TD SCALE

EVENT NAME		LOCATION		MUNICIPALITY	
2015 PTG @ NP		NORTH PREFERRED		Glendale	
SPEED LIMIT	FLOW PATTERN	PAGE	REV		
N/A	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	1 of 1	01		
CONTRACTOR	PREPARED BY	DATE			
Pride Group, LLC	Estrada	5/20/15			
REVIEWED BY	DATE				



480.651.3911 | PrideGroup.us



ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on October 4, 2015. The hours of operation are as follows:

October 4, 2015

8:30am-4:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

x Terri D. Gall Founder 6.17.15 602.670.8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day

State AZ County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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

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

x Terri D. Gall Founder 6.17.15 602.670.8484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day

State AZ County of Maricopa

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Veronica Castro
Signature of Notary Public



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

SECTION 1 Name of Organization: LUMP BUSTERS

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

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

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

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

Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT

Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3646 W. GRANDVIEW RD PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

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

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

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

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

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

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

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

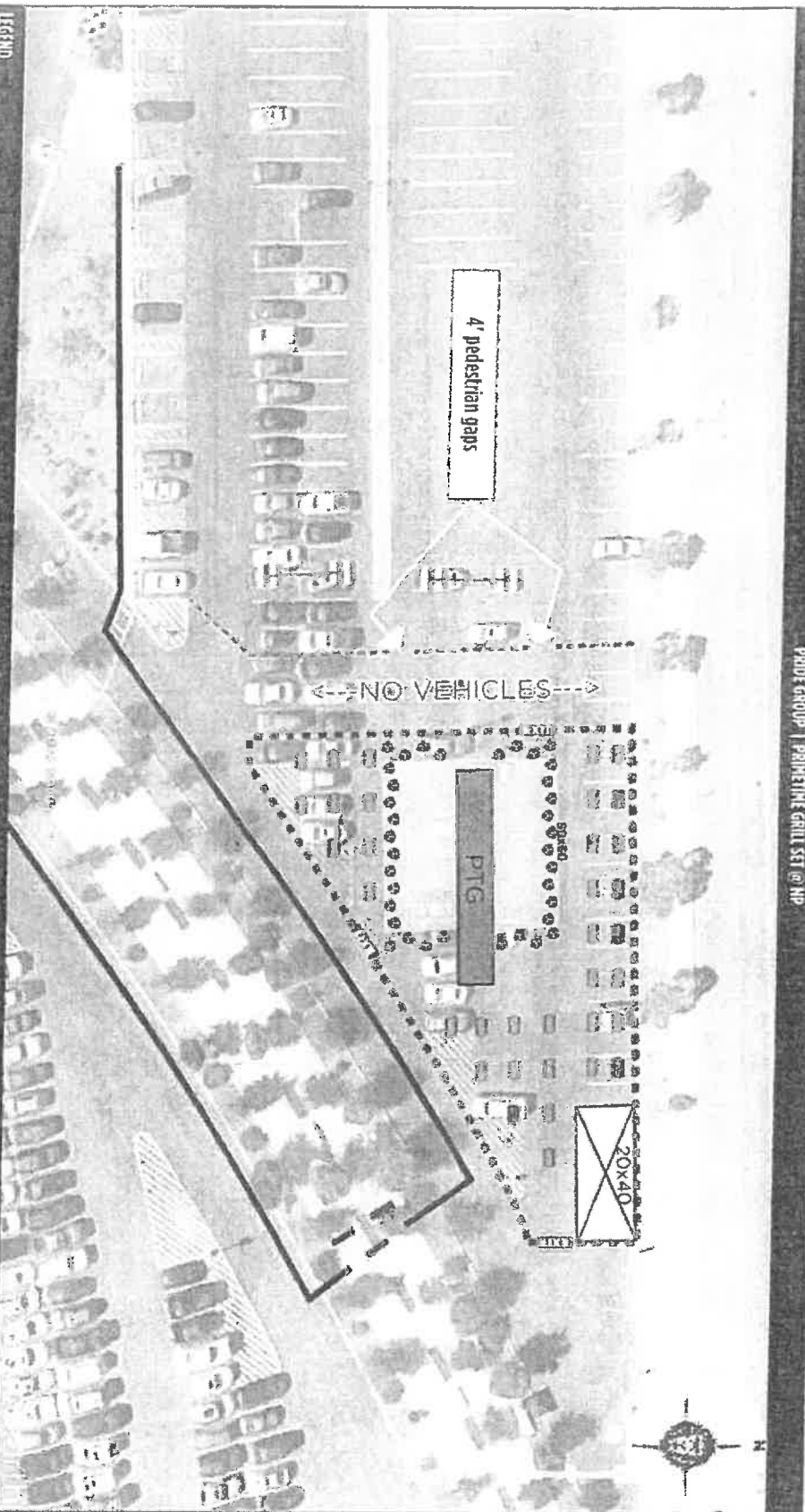
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>10-26-15</u>	<u>MONDAY</u>	<u>1 pm</u>	<u>9 pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



LEGEND

PTG EVENT FENCE		1	2	3	4
BBZ PERIMETER					
PENNANT FLAG		5	6	7	8
UMBRELLAS					
30" COCKTAIL					
PICNIC TABLE					
COOLTOWER					

EVENT NAME 2015 PTG @ NP

LOCATION NORTH PRATER RD

MUNICIPALITY Glendale

SPEED LIMIT N/A

FLOW PATTERN Ingress Egress Conduit

CONTRACTOR Pride Group, LLC

PREPARED BY Estrada

DATE 5/20/15

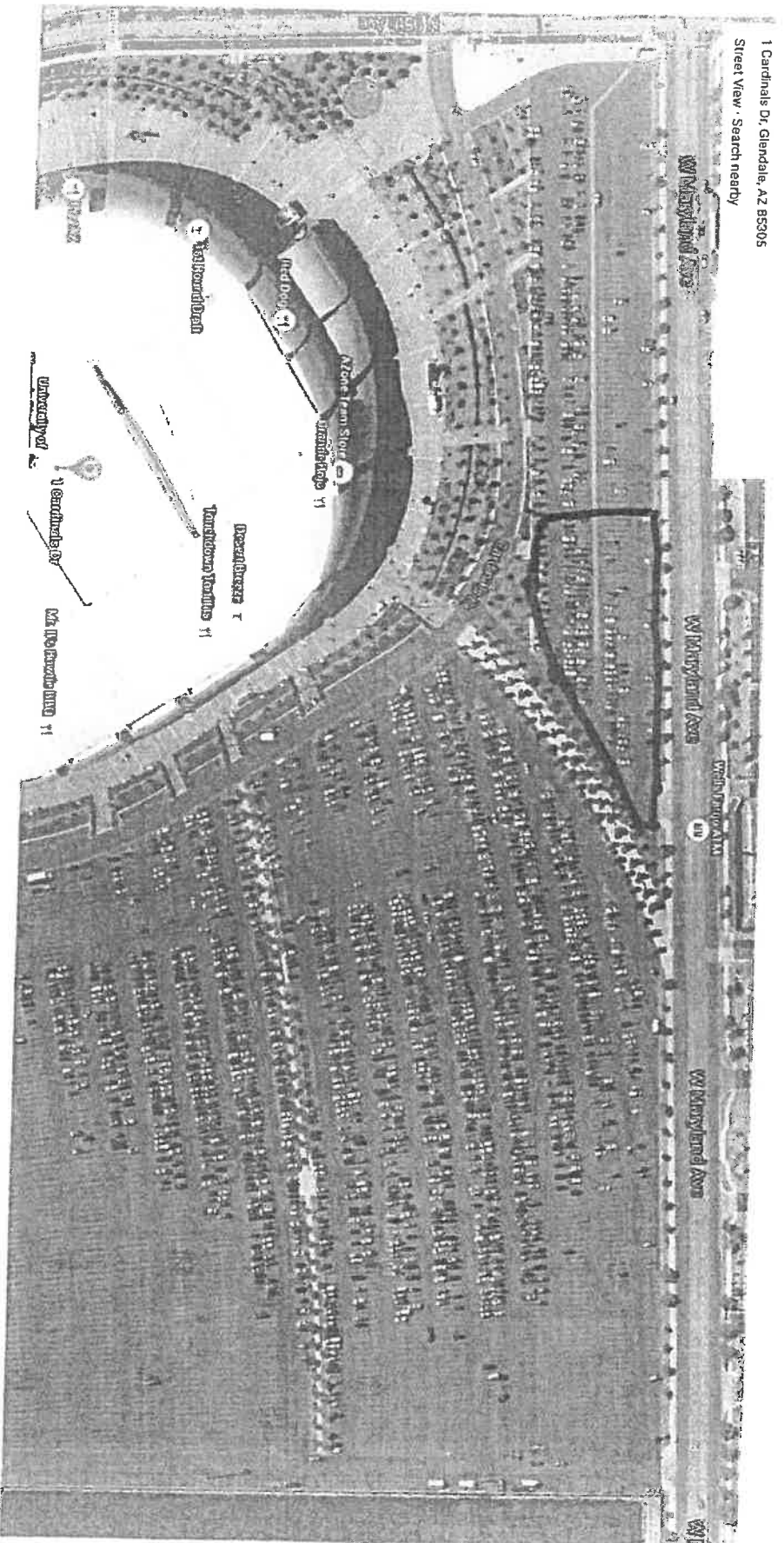
REVIEWED BY DATE



480.663.3911 | PrideGroup.us

MAP NOT TO SCALE

1 Cardinals Dr, Glendale, AZ 85305
Street View · Search nearby





ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on October 26, 2015. The hours of operation are as follows:

October 26, 2015 1:00pm-9:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

x Jenni D. Gall (Signature) Founder (Title/ Position) 6.17.15 (Date) 002670-8484 (Phone #)

The foregoing instrument was acknowledged before me this 17th (Day) June (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/17 (Date) Veronica Castro (Signature of Notary)



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

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

x Jenni D. Gall (Signature) Founder (Title/ Position) 6.17.15 (Date) 002-670-8484 (Phone #)

The foregoing instrument was acknowledged before me this 17th (Day) June (Month) 2015 (Year)

State AZ County of Maricopa

My Commission Expires on: 10/31/17 (Date) Veronica Castro (Signature of Notary Public)



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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

SECTION 1 Name of Organization: LUMP BUSTERS

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT

Address of Location: T CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3646 W. GRANDVIEW RD PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

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

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

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

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

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

Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

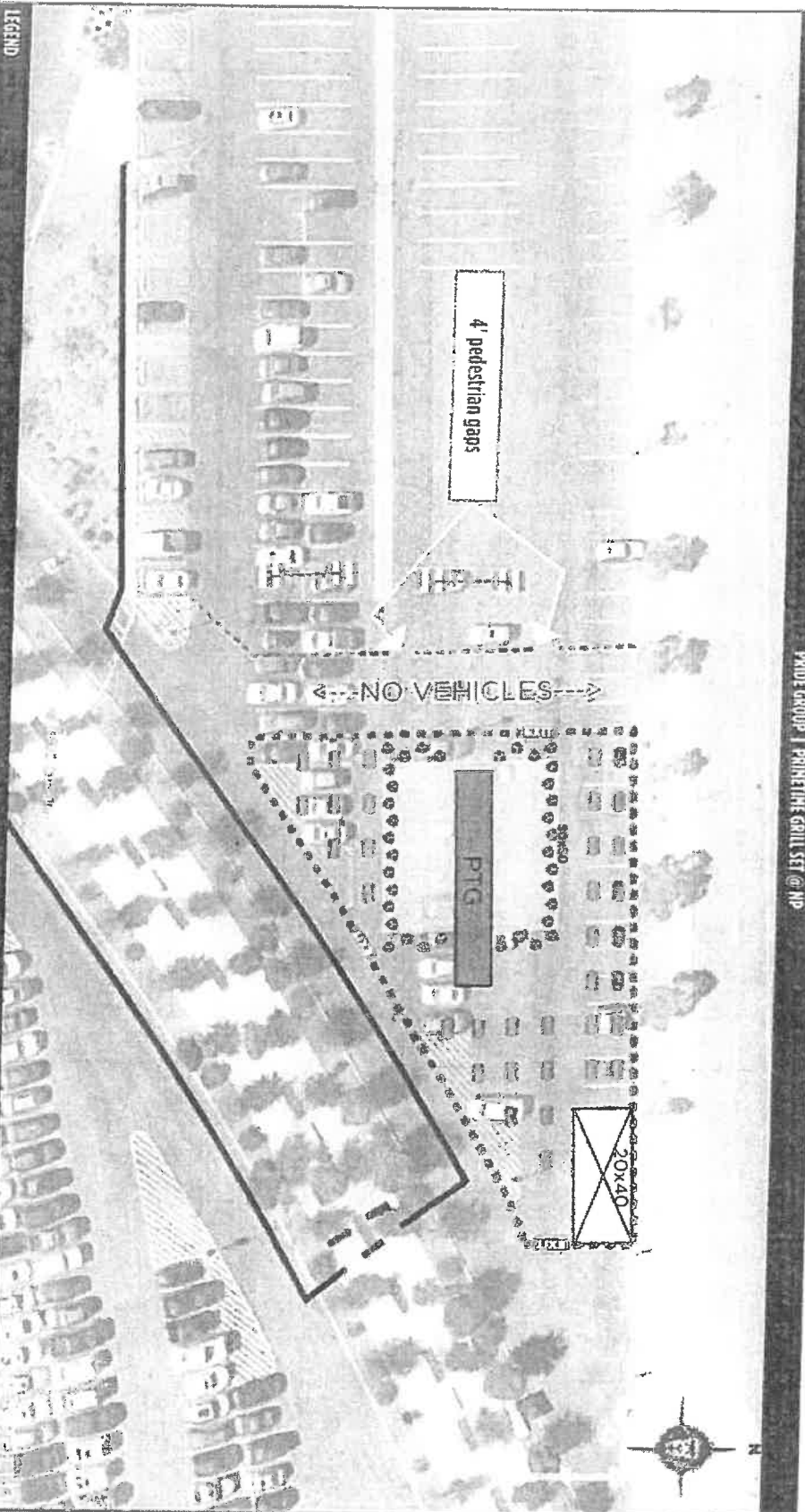
6. What type of security and control measures will you take to prevent violations of liquor laws at this event?
 (List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>11-22-15</u>	<u>SUNDAY</u>	<u>9 AM</u>	<u>5 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____



LEGEND

PIG EVENT FENCE		1	2	3	4
BBQ PERIMETER		5	6	7	8
PICNIC TABLE					
UMBRELLAS					

EVENT NAME 2015 PIG @ NP

LOCATION NORTH PREFERRED

MUNICIPALITY Glendale

SPEED LIMIT N/A

FLOW PATTERN Ingress Egress Constant

PAGE 1 of 1

REV 2/1

CONTRACTOR Pride Group, LLC

PREPARED BY Estrada

DATE 5/20/15

REVIEWED BY

DATE





ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on November 22, 2015. The hours of operation are as follows:

November 22, 2015 9:00am-5:00pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

I, Terri D. Gall declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)


appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

x Terri D. Gall Founder 6-17-15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public



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I, Terri D. Gall declare that I am the APPLICANT filing this application as
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

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State AZ County of Maricopa

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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

APPLICATION FOR SPECIAL EVENT LICENSE

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

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

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- Charitable (501.C) Fraternal (must have regular membership and have been in existence for over five (5) years)
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SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

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

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SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

2. Applicant's mailing address: 3640 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

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

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

Number of Police 8 Number of Security Personnel Fencing Barriers

Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

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

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-10-15</u>	<u>THURSDAY</u>	<u>2pm</u>	<u>9:30pm</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

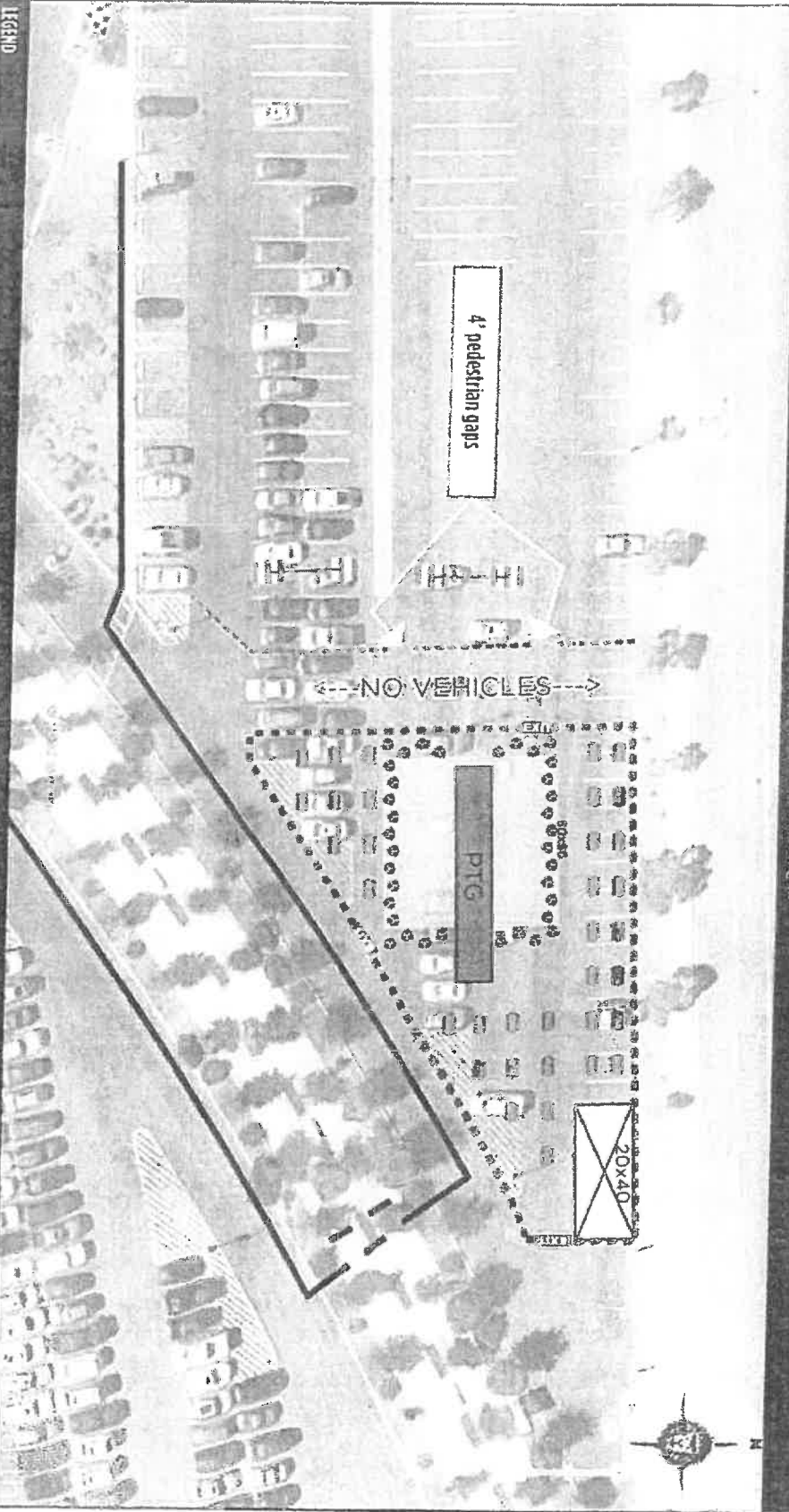
Section 10

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

Name Rojo Hospitality Group

Percentage 28%

Address 1 Cardinals Drive Glendale, AZ 85305



LEGEND

PTG EVENT FENCE		30" COCKTAIL	1	2	3	4
BBQ PERIMETER		PICNIC TABLE	5	6	7	8
PENNANT FLAG		UMBRELLAS				
UMBRELLAS		COOLTOWER				

EVENT NAME		LOCATION		MUNICIPALITY	
2015 PTG @ NP		NORTH PREFERRED		Glendale	
SPEED LIMIT	FLOW PATTERN	PAGE	REV		
N/A	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	1 of 1	1.0		
CONTRACTOR	PREPARED BY	DATE			
Pride Group, LLC	Estada	5/20/15			
REVIEWED BY	DATE				



MAP NOT TO SCALE



ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on December 10, 2015. The hours of operation are as follows:

December 10, 2015 2:00pm-9:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

I, Terri D. Gall declare that I am an OFFICER, DIRECTOR, or CHAIRPERSON
(Print full name)


appointing the applicant listed in Section 9, to apply on behalf of the foregoing organization for a Special Event Liquor License.

X Terri D. Gall Founder 6.17.15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary



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

I, Terri D. Gall declare that I am the APPLICANT filing this application as
(Print full name)


listed in Section 9. I have read the application and the contents and all statements are true, correct and complete.

X Terri D. Gall Founder 6.17.15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year

State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public



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

SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

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

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

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

SECTION 1 Name of Organization: LUMP BUSTERS

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

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

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

SECTION 4 Will this event be held on a currently licensed premise and within the already approved premises?
 Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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

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

SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT
Address of Location: T CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

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

2. Applicant's mailing address: 3640 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

10/17/14

Page 1 of 4

Individuals requiring ADA accommodations call (602)542-9027.

SECTION 10

- Has the applicant been convicted of a felony, or had a liquor license revoked within the last five (5) years?
 Yes No (If yes, attach explanation.)
- How many special event licenses have been issued to this location this year? 6
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)
- Is the organization using the services of a promoter or other person to manage the event? Yes No
 (If yes, attach a copy of the agreement.)
- List all people and organizations who will receive the proceeds. Account for 100% of the proceeds. The organization applying must receive 25% of the gross revenues of the special event liquor sales. Attach an additional page if necessary.

Name LUMP BUSTERS Percentage 25%
 Address 3640 W. GRANDVIEW ROAD PHOENIX AZ 85053
Street City State Zip

Name ARIZONA CARDINALS FOOTBALL CLUB Percentage 47%
 Address 8701 S. HARDY DRIVE TEMPE AZ 85284
Street City State Zip

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

Number of Police 8 Number of Security Personnel Fencing Barriers
 Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

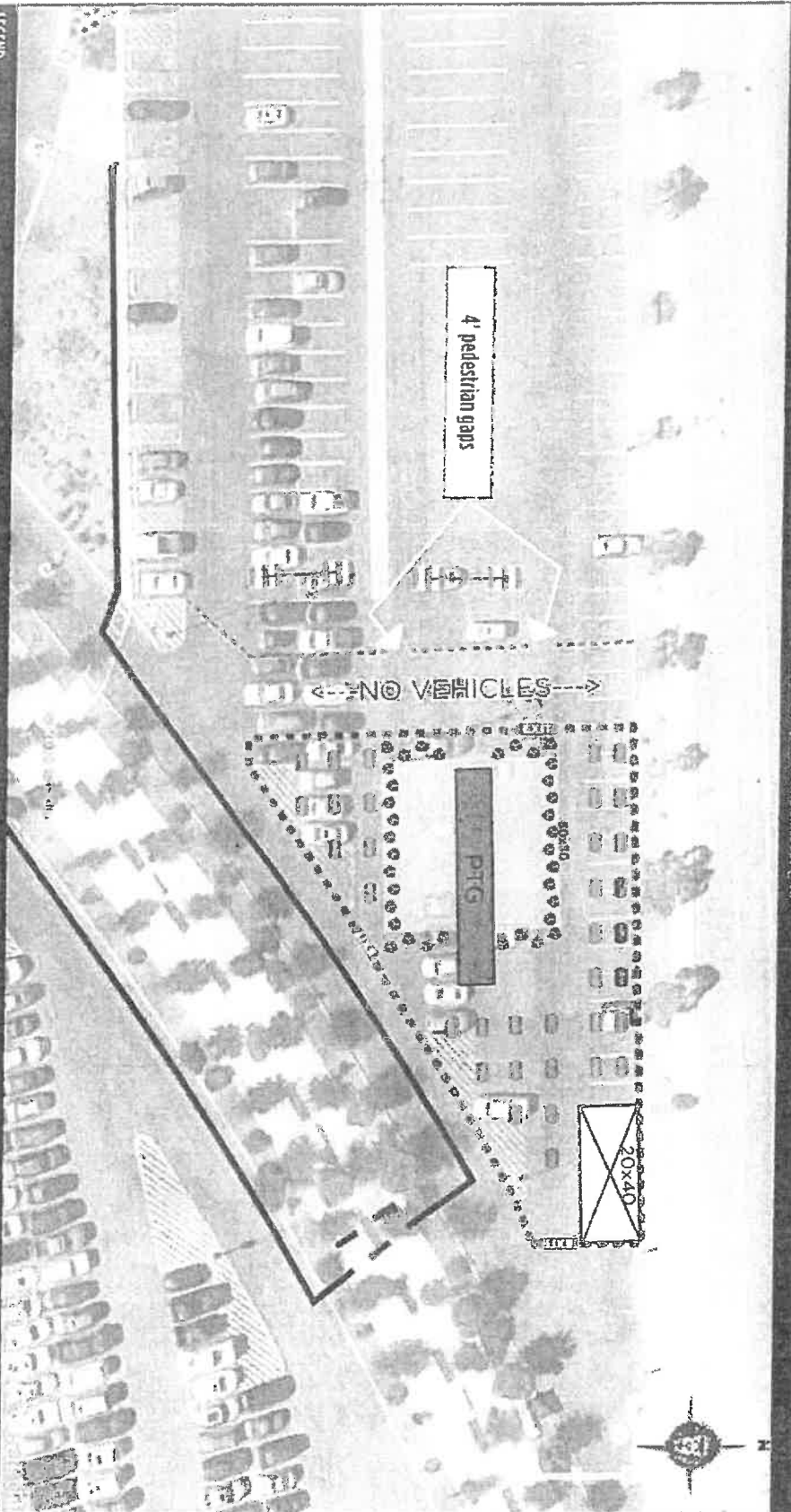
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>12-27-15</u>	<u>SUNDAY</u>	<u>10 AM</u>	<u>5:30 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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

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



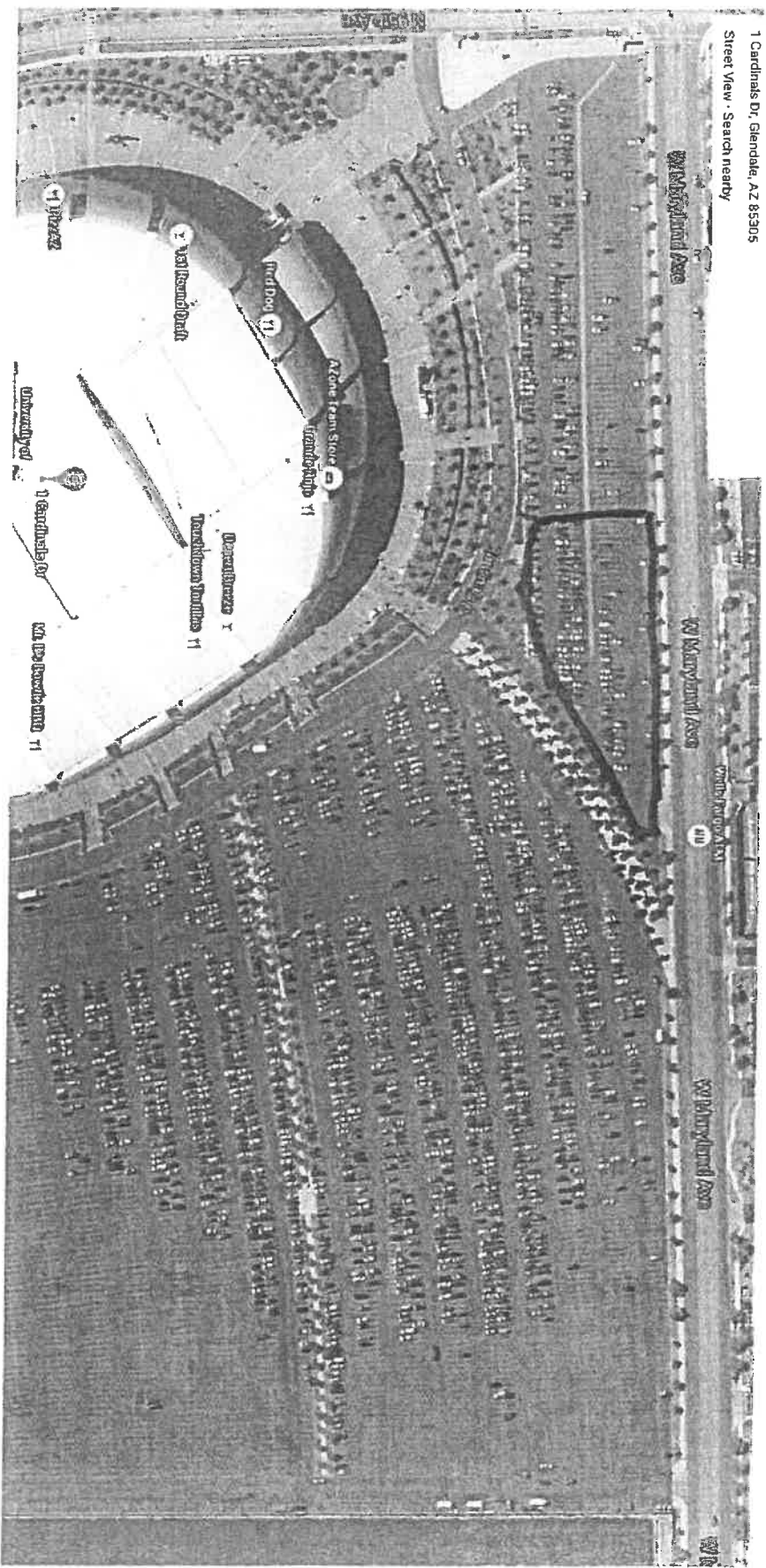
LEGEND

PIG EVENT FENCE	30" COCKTAIL	1	2	3	4
BBQ PERIMETER					
PENNANT FLAG	PICNIC TABLE	5	6	7	8
UMBRELLAS	COOTOWER				

EVENT NAME	2015 PIG @ NP	LOCATION	NORTH PREFERRED	MUNICIPALITY	Glendale
SPEED LIMIT	N/A	FLOW PATTERN	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Contain	PAGE	REV
CONTRACTOR	Pride Group, LLC	PREPARED BY	Evrada	DATE	5/20/15
REVIEWED BY		DATE			



480.653.3911 | PrideGroup.us



1 Cardinals Dr, Glendale, AZ 85305
Street View - Search nearby

W Maryland Ave

W Maryland Ave

W Maryland Ave

W Camelback Rd

W Camelback Rd

Acme Team Store

Red Dog

West Kennel Club

Department

Trackdown Studios

University of

1 Cardinals Dr

W Camelback Rd



ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on December 27, 2015. The hours of operation are as follows:

December 27, 2015 10:00am-5:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

x Terri D. Gall Founder 6.17.15 602 670-8184
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day Month Year
State AZ County of Maricopa

My Commission Expires on: 10/31/17 Veronica Castro
Date Signature of Notary Public

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

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

x Terri D. Gall Founder 6.17.15 602 670-8184
(Signature) Title/ Position Date Phone #

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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

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

FOR DLLC USE ONLY

Event date(s):

Event time start/end:

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

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

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

SECTION 1 Name of Organization: LUMP BUSTERS

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

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

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

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

- Yes No

Name of Business

License Number

Phone (include Area Code)

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

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

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SECTION 7 Location of the Event: UNIVERSITY OF PHOENIX STADIUM - NORTH LOT
Address of Location: 1 CARDINALS DRIVE GLENDALE MARICOPA/AZ 85305
Street City County/State Zip

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

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

2. Applicant's mailing address: 3646 W. GRANDVIEW RD. PHOENIX AZ 85053
Street City State Zip

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

4. Applicant's email address: _____

SECTION 10

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

2. How many special event licenses have been issued to this location this year? 0
 (The number cannot exceed 12 events per year; exceptions under A.R.S. §4-203.02(D).)

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

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

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

5. Please read A.R.S. §4-203.02 Special event license; rules and R19-1-205 Requirements for a Special Event License.
Note: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT UNLESS THEY ARE IN AUCTION SEALED CONTAINERS OR THE SPECIAL EVENT LICENSE IS STACKED WITH WINE /CRAFT DISTILLERY FESTIVAL LICENSE"

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

Number of Police 8 Number of Security Personnel Fencing Barriers
 Explanation: AREA WILL BE ENCLOSED WITH BARRICADE (DOUBLE MOAT TO INHIBIT PASS OFFS)
AREA WILL BE MONITORED BY 8 SECURITY PERSONNEL AND ALCOHOL COMPLIANCE
TEAM FROM ROJO HOSPITALITY GROUP

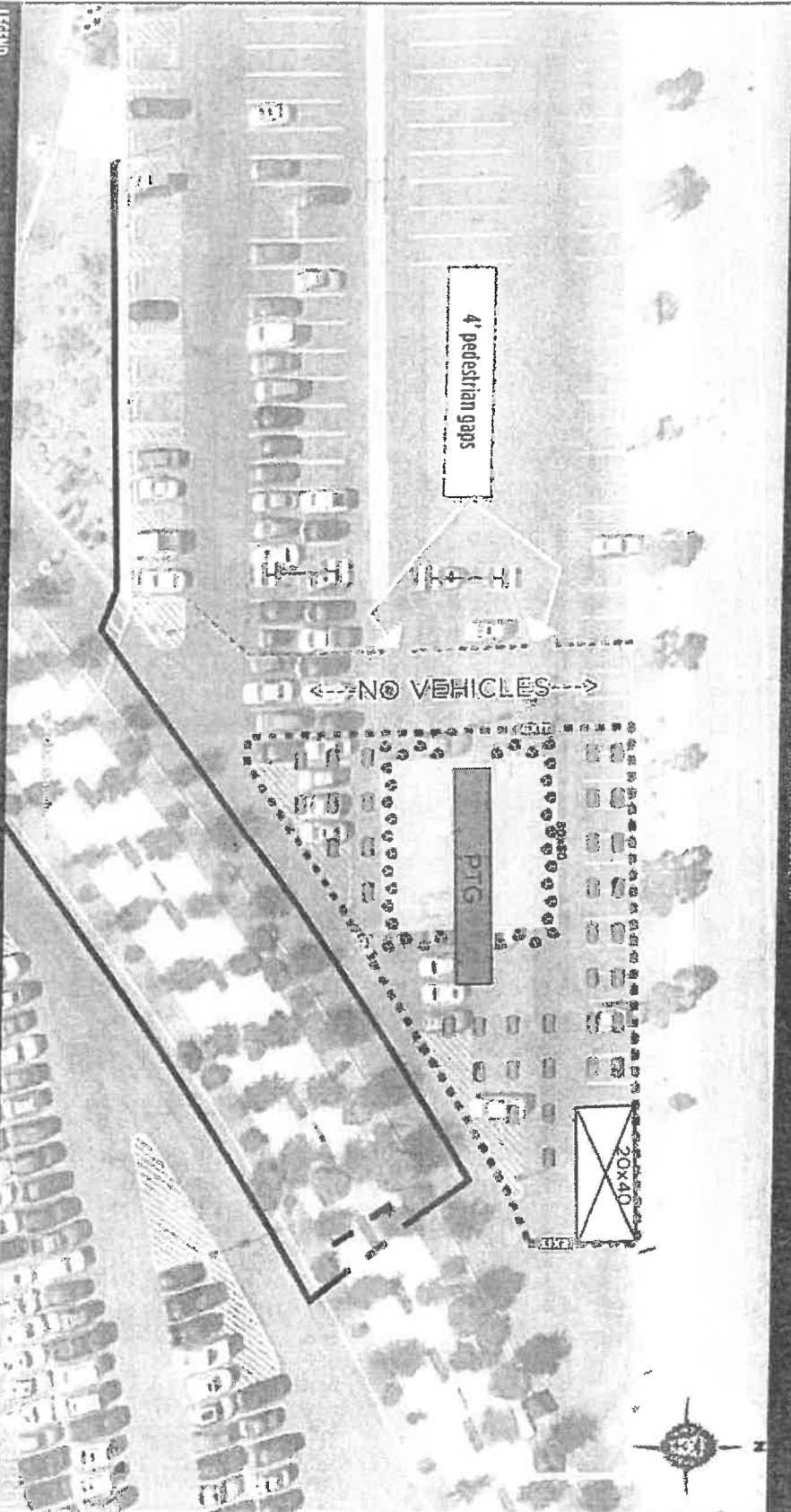
SECTION 11 Date(s) and Hours of Event. May not exceed 10 consecutive days.
 See A.R.S. §4-244(15) and (17) for legal hours of service.

	Date	Day of Week	Event Start Time AM/PM	License End Time AM/PM
DAY 1:	<u>1-3-16</u>	<u>SUNDAY</u>	<u>10 AM</u>	<u>5:30 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

Section 10

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



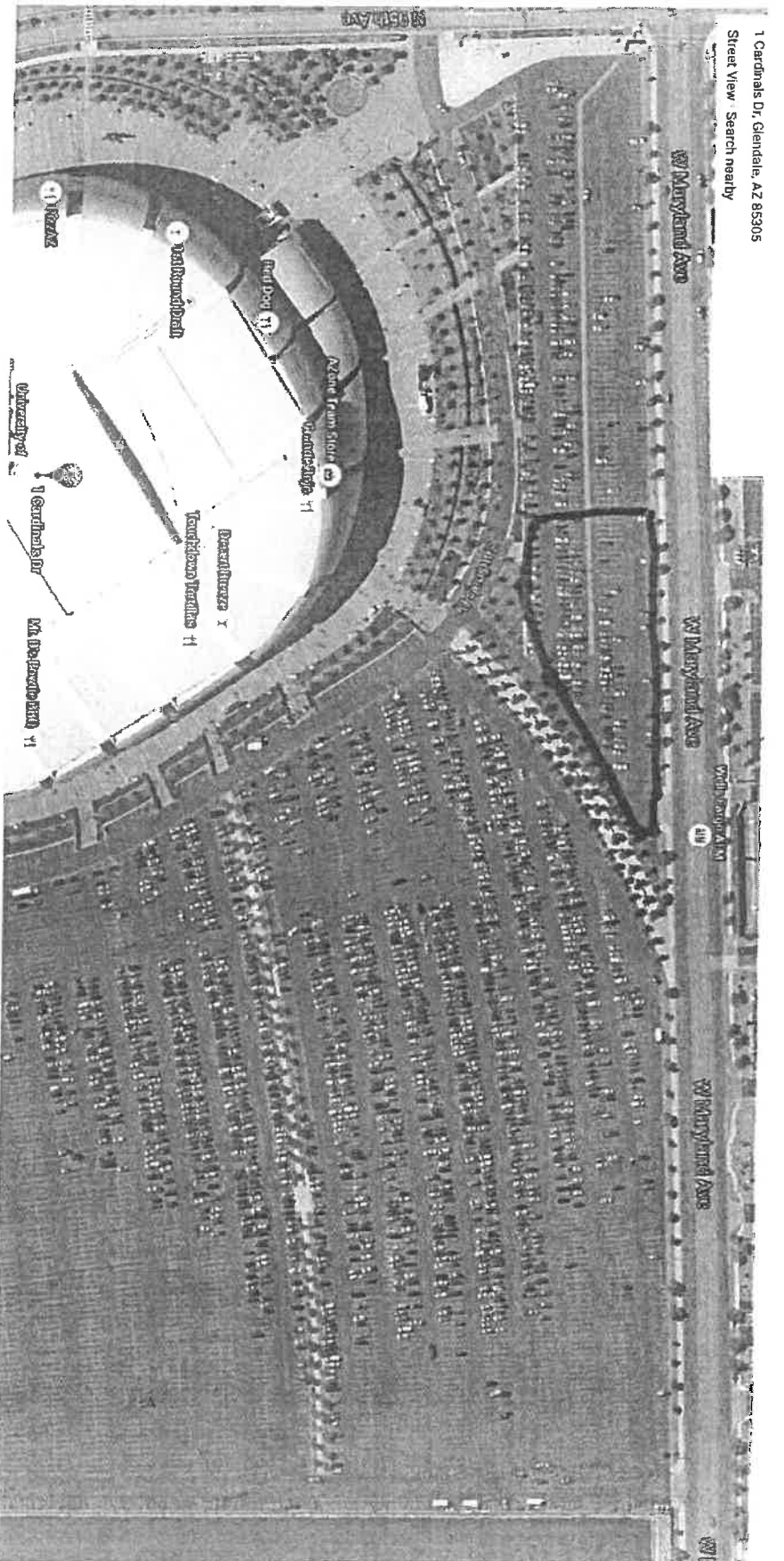
LEGEND

PTG EVENT FENCE	30" COCKTAIL	1	2	3	4
BBZ PERIMETER					
PENNANT FLAG	PICNIC TABLE	5	6	7	8
UMBRELLAS	CONDIGNER				

MAP NOT TO SCALE

EVENT NAME		LOCATION		MUNICIPALITY	
2015 PTG @ NP		NORTH PREFERRED		Glendale	
SPEED LIMIT	FLOW PATTERN	PAGE	REV		
N/A	<input type="checkbox"/> Ingress <input type="checkbox"/> Egress <input checked="" type="checkbox"/> Constant	1 of 1	20		
CONTRACTOR		PREPARED BY		DATE	
Pride Group, LLC		Estrada		5/7/2015	
REVIEWED BY		DATE			







ROJO HOSPITALITY GROUP

June 8, 2015

Dear Ms. Gall,

The purpose of this letter is to confirm our agreement to donate 25% of the alcohol sales from the University of Phoenix Stadium North Lot Activation to Lump Busters. In return for the donation, Lump Busters will pay for the license fees, insurance and provide labor for the selling of the alcohol at the event.

This one day event will take place at the University of Phoenix Stadium- North Lot in Glendale, AZ 85305 on January 3, 2016. The hours of operation are as follows:

January 3, 2016 10:00am-5:30pm

We will reconcile the event ten (10) days after it is concluded and forward the 25% payment to Lump Busters.

Thank you in advance for your assistance. We look forward to working with your organization.

Sincerely,

Mike Stevenson
AGM
623.433.7636

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

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

x Terri D. Gall Founder 6.17.15 6026708484
(Signature) Title/ Position Date Phone #

The foregoing instrument was acknowledged before me this 17th June 2015
Day

State AZ County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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

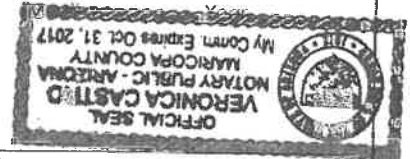
x Terri D. Gall Founder 6.17.15 602670-8484
(Signature) Title/ Position Date Phone #

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Day

State AZ County of Maricopa

My Commission Expires on: 10/31/17
Date

Veronica Castro
Signature of Notary Public



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SECTION 15 Local Governing Body Approval Section

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

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

FOR DEPARTMENT OF LIQUOR LICENSES AND CONTROL USE ONLY

APPROVAL DISAPPROVAL BY: _____ DATE: _____

15-119

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 09-13-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. J. John</u>	<u>7-15-15</u>

15-120

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 09-27-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>7-15-15</u>

15-121

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 10-04-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. Sr. [Signature]</u>	<u>7-15-15</u>

15-122

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 10-26-15 (Mon). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>7-15-15</u>

15-123

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 11-22-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>7-15-15</u>

15-124

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**
Name:
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 12-10-15 (Thur). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. [Signature]</u>	<u>7-15-15</u>

15-125

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**
Name:
Name:
Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 12-27-15 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>7-15-15</u>

15-126

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-15-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Lump Busters**

Business Address: **3640 W. Grandview Rd. (Event at Cardinals Stadium-North Lot)**

Applicant/s Information

Name: **Gall, Terri Dee**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2014	Other Suites	New ownership call history beginning:
Liquor Related	5		
Vice Related			
Drug Related	2		
Fights / Assaults	47		
Robberies			
Burglary / Theft	45		
911 calls	4		
Trespassing	15		
Accidents	9		
Fraud / Forgery	32		
Threats	1		
Criminal damage	10		
Other non-criminal*	69		
Other criminal	24		
Total calls for service	263	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Event is scheduled for 01-03-16 (Sun). Cardinals Home Game Tailgate - North Lot.

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

Current License Holder:

N/A

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>7-15-15</u>



Legislation Description

File #: 15-492, **Version:** 1

APPROVE OFF-TRACK BETTING LICENSE NO. 5-17268, TURF PARADISE AT THE NEST RESTAURANT

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Racing of a new Off-Track Betting license. Turf Paradise is requesting to operate within The Nest Restaurant located at 5134 North 95th Avenue. The application was submitted by David Johnson.

Background Summary

The location of the establishment is in the Yucca District. The property is zoned CSC (Community Shopping Center). The population density within a one-mile radius is 6,599. Under the provisions of the Arizona Administrative Code, R-19-2-405(A5), the Arizona Department of Racing may issue a permit to operate an additional wagering facility only if the Council recommends approval of such license.

Currently, the City has three Off-Track Betting establishments: Stingers Sports Bar located at 10040 North 43rd Avenue, Suite H1, which was approved by Council in August 2011; Arizona Pizza Company (now Dos Mas Mexican Grill) located at 8110 West Union Hills Drive, Suite B-350, approved by Council in August 2009; and Max's Sports Bar located at 6727 North 47th Avenue, approved by Council in 1991.

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

15-126

GLENDALE POLICE DEPARTMENT

Special Reg. Other Application Worksheet

Date: 07-15-15

License Type: **Off-Track Betting**

Definition: "Teletrack Wagering" means pari-mutuel wagering conducted at a teletrack facility within Arizona on a racing program which is conducted at an authorized track within Arizona.

Application Type: **New License**

Definition: New License

Business Name: **Turf Paradise At The Nest**

Business Address: **5134 N. 95th Ave**

Applicant/s Information

Name: **Johnson, David W.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/15/2010	Other Suites	New ownership call history beginning: 1/15/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	2		1
Robberies			
Burglary / Theft	2		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats	1		
Criminal damage			
Other non-criminal*	5		2
Other criminal	3		
Total calls for service	13	N/A	3

* 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

Special Reg. Other Application Worksheet

Applicant Background Synopsis:

None of the listed applicant(s) have any 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>7-15-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney Harold Brady	_____	_____
Chief of Police or designee	<u>R. Sr. [Signature]</u>	<u>7-15-15</u>



Legislation Description

File #: 15-486, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16915, STREETS OF NEW YORK

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person transferable series 7 (Bar - Beer and Wine) license for Streets of New York located at 5843 West Thunderbird Road. The Arizona Department of Liquor Licenses and Control application (No. 07070094) was submitted by Kellie M. Simonson.

Background Summary

The location of the establishment is in the Sahuaro District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 14,496. Streets of New York is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	2
07	Bar - Beer and Wine	4
09	Liquor Store - All Liquor	2
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>6</u>
	Total	18

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 7 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

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



BUSINESS NAME: Streets of New York

LOCATION: 5843 W. Thunderbird Road

APPLICANT: Kellie M. Simonson

ZONING: C-2

APPLICATION NO: 5-16915

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



15-94

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 05-21-15

License Type: **Series 7 Beer and Wine Bar (Beer and Wine Only)**

Definition: Allows for the sale of beer and wine only, on-premise consumption and packaged goods to go are allowed. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **Streets of New York**

Business Address: **5843 W. Thunderbird Rd**

Applicant/s Information

Name: **Simonson, Kellie Marie**

Name: **Simonson, Ronald Kenneth**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 5/21/2010	Other Suites	New ownership call history beginning: 5/12/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing	2		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Total calls for service	4	N/A	N/A

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

GLENDALE POLICE DEPARTMENT
Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Sumit Kumar Walia (Agent)
Kumar Foods LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

*The State Liquor Board does not consider Calls for Service information involving the previous license holder during their decision making process on "Person-to-Person" license transfers.

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>5-22-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>AC MacLewey</u>	<u>5-26-15</u>



Legislation Description

File #: 15-487, Version: 1

APPROVE LIQUOR LICENSE NO. 5-13281 DUBINA BREWING COMPANY

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 12 (Restaurant) license for Dubina Brewing Company located at 17035 North 67th Avenue, Suite 6-7. The Arizona Department of Liquor Licenses and Control application (No. 1207A276) was submitted by James Dubina, Jr.

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 10,590. Dubina Brewing Company is currently operating with a series 3 (Domestic Microbrewery) license; therefore, the approval of this series 12 license will allow both licenses at this location, increasing the number of liquor licenses in the area by one. In 2010, a law was passed which allowed the Arizona Department of Liquor Licenses and Control to approve for establishments to “stack” certain multiple liquor licenses at a single location. One of the allowable combinations is the stacking of a series 3 license and a series 12 license. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	4
09	Liquor Store - All Liquor	4
10	Liquor Store - Beer and Wine	6
12	Restaurant	<u>15</u>
	Total	30

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 12 license, may take into consideration the applicant’s capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, June 1 thru June 21, 2015.



BUSINESS NAME: Dubina Brewing Co

LOCATION: 17035 N. 67th Avenue, Suite 6-7

APPLICANT: James Dubina, Jr.

ZONING: PAD

APPLICATION NO: 5-13281

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



15-98

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-08-15

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: **Dubina Brewing Co.**

Business Address: **17035 N. 67th Ave Ste 6-7**

Applicant/s Information

Name: **Dubina, James J. Jr.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/9/2010	Other Suites	New ownership call history beginning: 6/18/2014
Liquor Related			
Vice Related			
Drug Related		2	
Fights / Assaults	2	1	
Robberies			
Burglary / Theft	1	6	
911 calls		2	
Trespassing			
Accidents		1	
Fraud / Forgery		5	
Threats	1		
Criminal damage	1	4	
Other non-criminal*	4	12	
Other criminal		1	
Total calls for service	9	34	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

James Dubina (Agent)
Dubina Brewing LLC (Owner)

There are no known concerns with the current license holder.

The current license (Series #3 Microbrewery) and the license for this application will be stacked and operated concurrently as allowed by state liquor law.

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>7-10-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>J. S. [Signature]</u>	<u>7-13-15</u>



Legislation Description

File #: 15-488, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-16941, RICHARD NOGGINS TAVERN

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a person-to-person transferable series 6 (Bar - All Liquor) license for Richard Noggins Tavern located at 4725 West Olive Avenue. The Arizona Department of Liquor Licenses and Control application (No. 06070031) was submitted by Tenille Amor Anaya.

Background Summary

The location of the establishment is in the Cactus District and is over 300 feet from any church or school. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 18,980. Richard Noggins Tavern is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area by one. The current number of liquor licenses within a one-mile radius is as listed below.

Series	Type	Quantity
06	Bar - All Liquor	6
07	Bar - Beer and Wine	2
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	5
14	Private Club	<u>1</u>
	Total	23

Pursuant to A.R.S. § 4-203(A), when considering this person-to-person transferable series 6 license, Council may take into consideration the applicant's capability, qualifications, and reliability.

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, May 22 thru June 11, 2015.

15-96

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-09-15

License Type: **Series 6 Bar (All Spiritous Liquor)**

Definition: Allows for the sale of all types of liquor, on-premise consumption and allows the bar to sell packaged goods to go. Delivery service is allowed.

Application Type: **Person-to-Person Transfer**

Definition: The application process for conveying the ownership of a license from one person to another, within the same county.

Business Name: **Richard Noggins Tavern**

Business Address: **4725 W. Olive Ave**

Applicant/s Information

Name: **DeLeon, David Valentine**

Name: **Anaya, Tenille Amor**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 7/9/2010	Other Suites	New ownership call history beginning: 5/14/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	2		
Robberies			
Burglary / Theft	5		
911 calls	1		
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	4		
Other criminal	2		
Total calls for service	15	N/A	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Pamela Lyon (Agent)
PKAYCO LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-10-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>I. Sr. J...</u>	<u>7-13-15</u>



Legislation Description

File #: 15-489, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-17040, PULL N SAVE

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Pull N Save located at 6841 West Northern Avenue. The Arizona Department of Liquor Licenses and Control application (No. 10076672) was submitted by Michael Lynn Pierson II.

Background Summary

The location of the establishment is in the Ocotillo District and is over 300 feet from any church or school. The property is zoned M-2 (Industrial). The population density within a one-mile radius is 13,503. This series 10 is a new license, 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
06	Bar - All Liquor	1
10	Liquor Store - Beer and Wine	1
14	Private Club	<u>2</u>
	Total	4

Pursuant to A.R.S. § 4-203(A), when considering this new, non-transferable series 10 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, June 1 thru June 21, 2015.

15-100

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-07-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Pull N Save**

Business Address: **6841 W. Northern Ave**

Applicant/s Information

Name: **Pierson, Michael Lynn II**

Name: **Pierson, Michael Lynn Sr.**

Name: **Hardison, Kenneth Darrell**

Name: **Rooney, James Gavin**

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 7/7/2010	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*	2		
Total calls for service	3	N/A	N/A

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

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:

New license

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-8-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>R. S. Jones</u>	<u>7-13-15</u>



Legislation Description

File #: 15-490, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-17173, EXPRESS FOOD MART

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to recommend approval to the Arizona Department of Liquor Licenses and Control of a new, non-transferable series 10 (Liquor Store - Beer and Wine) license for Express Food Mart located at 6445 North 51st Avenue, Suite 101. The Arizona Department of Liquor Licenses and Control application (No. 10076681) was submitted by Shaalan Yousif Yagoub.

Background Summary

The location of the establishment is in the Cactus District. Express Food Mart is within 300 feet of a church; however, because an active liquor license existed at this location prior to the establishment of the church this location is grandfathered in. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 18,178. Express Food Mart is currently operating with an interim permit, therefore, the approval of this license will not increase the number of liquor licenses in the area. The current number of liquor licenses within a one-mile radius is as listed below.

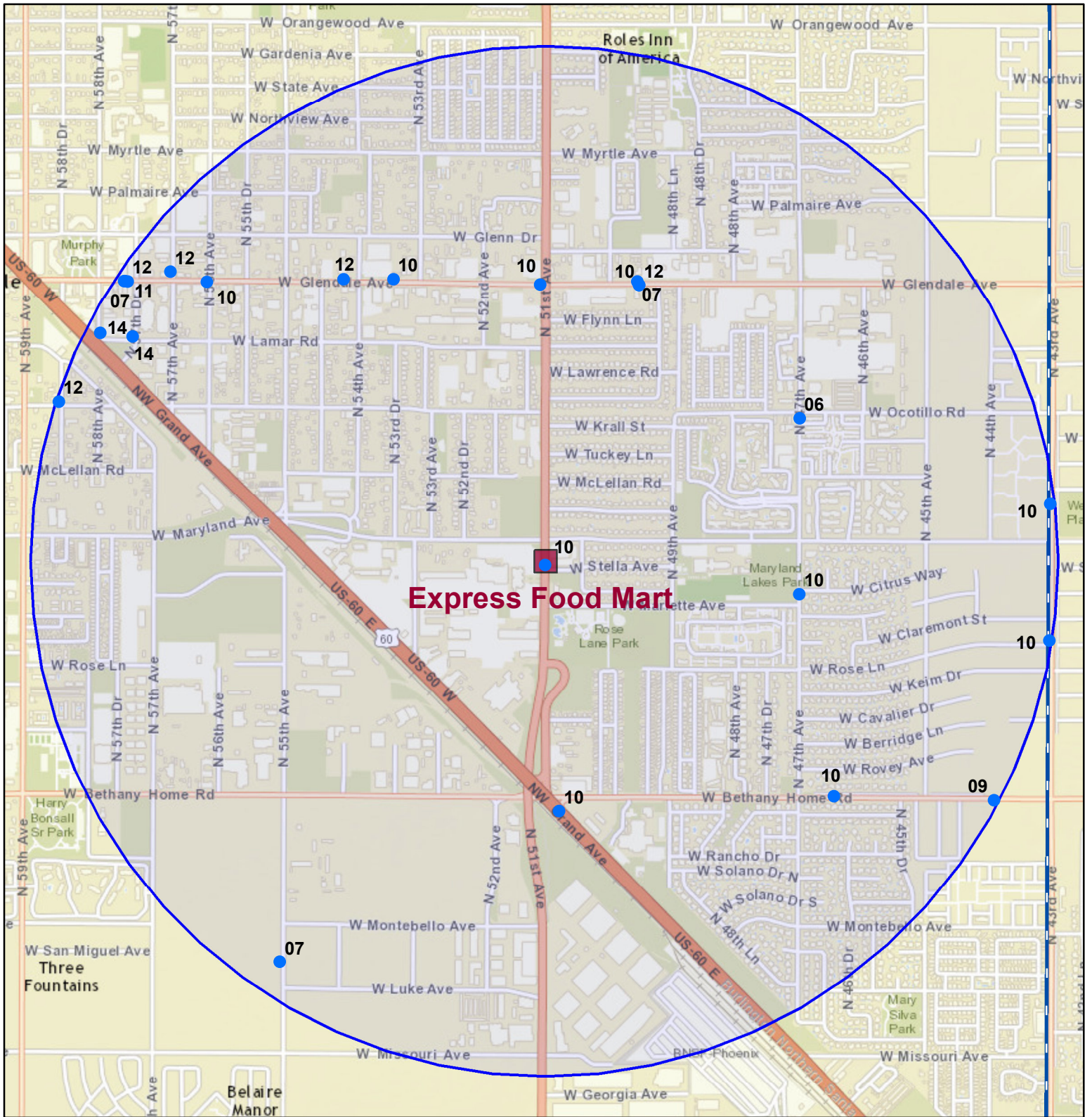
Series	Type	Quantity
06	Bar - All Liquor	1
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	1
10	Liquor Store - Beer and Wine	10
11	Hotel/Motel	1
12	Restaurant	5
14	Private Club	<u>2</u>
	Total	23

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

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

Community Benefit/Public Involvement

No public protests were received during the 20-day posting period, June 24 thru July 14, 2015.



BUSINESS NAME: Express Food Mart

LOCATION: 6445 N. 51st Avenue, Suite 101

APPLICANT: Shaalan Yousif Yagoub

ZONING: C-2

APPLICATION NO: 5-17173

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



15-118

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 07-03-15

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

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

Application Type: **New License**

Definition: New license

Business Name: **Express Food Mart**

Business Address: **6445 N. 51st Ave #101**

Applicant/s Information

Name: **Yagoub, Shaalan Yousif**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 7/3/2010	Other Suites	New ownership call history beginning: 6/18/2015
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults	1		
Robberies	1		
Burglary / Theft	3	11	
911 calls		2	
Trespassing	3	3	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	1		
Other non-criminal*	13	7	
Total calls for service	22	23	0

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

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Applicant Background Synopsis:

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

Current License Holder:

Esho Kais (Agent)
Seven Rising Stars LLC (Owner)

There are no known concerns with the current license holder.

Location History:

No significant Calls for Service history at this location.

Special Concerns:

None found.

Background investigation complete:

Police Department recommendation has No Cause for Denial.

		Date
Investigating Officer – M. Ervin	<u>M. ERVIN</u>	<u>7-7-15</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>[Signature]</u>	<u>7-8-15</u>



Legislation Description

File #: 15-507, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONTRACT WITH STANDARD PRINTING COMPANY, INC., DOING BUSINESS AS INFORMATION OUTSOURCE, FOR PRINTING, FOLDING, INSERTING, AND MAILING SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a contract with Standard Printing Company, Inc., doing business as Information Outsource for the printing, folding, inserting, and mailing of the utility bills and tax and license documents and to authorize the Acting City Manager, at their discretion, to exercise the option of using this firm to print the Glendale Connection and to implement a hosted solution for utility bill presentment for an amount not to exceed \$784,000 (approximately \$156,800 annually). The initial contract will be for one year and, at the Acting City Manager's discretion, the contract can be extended in one year increments for an additional 4 years.

Background

The City currently uses a third party vendor to print, fold, insert, and mail utility bills and tax and license documents. The Glendale Connection is printed locally and shipped to the current printing and mailing contractor for insertion into the utility bills before mailing. The current contract with the printing and mailing vendor will expire in October 2015 and there is no option for a contract extension.

Staff performed an analysis of the cost of providing these services in-house versus using an outside vendor. This analysis showed privatization was the least expensive option and the services have been outsourced since 2009.

Analysis

The Materials Management Division solicited responses to Request for Proposal (RFP) 15-38 for printing, folding, inserting, and mailing of utility bills and tax and license documents. An evaluation committee consisting of representatives from the Finance and Technology Department reviewed nine proposals. Standard Printing Company, Inc., dba Information Outsource was determined to have met all requirements of the RFP and offered the most responsible and responsive proposal. The annual cost of printing, folding, inserting, and mailing under the new contract will be approximately \$135,000 per year.

The contract with Information Outsource includes two optional items. The first option is for the printing of the Glendale Connection newsletter. If the City exercises this option, the approximate annual cost will be \$11,000 per year. This would save the City the cost of shipping the inserts to the vendor for insertion but this option would only be exercised if the total cost is lower. The second option is for a hosted solution to present utility bills that would integrate with the City's existing website. The hosted solution would retain and present

up to 13 months of a duplicate of the actual printed bill. The integration with the City's website would be designed such that the customer will only need to log into the City's website and not be required to log in again to view their bill. Cost for this option is estimated to be \$10,800 per year. Currently, if a customer requests a copy of their bill, the bill must be reproduced through the billing system and it is not an exact replica of the bill that was mailed which is what customers prefer. If implemented, the hosted bill presentment solution will save staff time in recreating bills and allow the customer to access the copies directly by logging onto their city account.

The contract allows for circumstances that may warrant additional jobs to be processed that were not specifically identified in the RFP. These jobs are to be individually negotiated at a price agreeable to both the city and Information Outsource. An example of an additional job would be an informational notice to the City's taxpayers regarding the transition of the collection of the City's sales taxes to the Arizona Department of Revenue.

Previous Related Council Action

On October 27, 2009, the Council awarded proposal 09-20 for printing, folding, inserting, and mailing services for one year with the option to extend for five additional years in one-year increments.

Community Benefit/Public Involvement

Outsourcing these services allows the city to continue to provide the printing and mailing of utility bills and tax and license documents efficiently at a reduced cost.

Budget and Financial Impacts

Funds are available in the operating budget of the Finance and Technology Department and in the Communications Department (for printing the Glendale Connection). The postage costs are not included in the proposal; however the funding for postage has been approved in the Finance and Technology Department's budget for FY 2016.

Cost	Fund-Department-Account
\$103,800	2360-17020-518200, Customer Service Office
\$42,000	1000-11340-218200, License /Collection
\$11,000	1000-10810-527860, Communications

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AGREEMENT FOR

Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services

City of Glendale Solicitation No. RFP 15-38

This Agreement for Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services ("Agreement") is made and entered into on the ____ day of _____, 2015 between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Standard Printing Company, Inc., dba Information Outsource, a Arizona corporation, authorized to do business in Arizona, (the "Contractor"), to be effective October 27, 2015 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, pursuant to Solicitation No. RFP 15-38 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. **Key Personnel; Sub-contractors.**

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

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

the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

5.2 Payment.

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

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

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

6. **Termination.**

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

- a. Contractor will be equitably compensated for 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 \$1,000,000.00 per occurrence and \$2,000,000.00 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 \$1,000,000.00 per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. **Auto.** A business auto policy providing a liability limit of at least \$1,000,000.00 per accident for Contractor and \$1,000,000.00 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. **Workers' Compensation and Employer's Liability.** A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. **Notice of Changes.** Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. **Certificates of Insurance.**
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. 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:

Standard Printing Company, Inc.
c/o Debbie Bogdanski, Director of Operations
3540 West Lincoln Street
Phoenix, AZ 85009
602-352-2369

- 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 Don Rhoden, Customer Service Manager
5850 W. Glendale Ave.
Glendale, Arizona 85301
623-930-2232

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

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

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

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

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

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

13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a one (1)-year initial period. The City, through the City Manager or designee, 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 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.

14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between 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: Richard A. Bowers
Its: Acting City Manager


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Standard Printing Company, Inc., dba Information
Outsource, an Arizona corporation



By: Tom Diamond
Its: President

EXHIBIT A

**Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services
PROJECT**

[See attached]



Proposal prepared by:

Information Outsource
A division of Standard Printing Company

3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Fax: (602) 352-2370
Email: iosales@spcio.com
www.informationoutsource.com



City of Glendale RFP 15-38
Utility Bill and Tax & License Printing, Folding, Inserting
and Mailing Services

Opening Date: Thursday, March 5, 2015 at 2:00 PM



City of Glendale Solicitation Number: RFP 15-38
Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services
As prepared by Information Outsource, a division of Standard Printing Company



March 5, 2015

Tim Burkeen
City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301

Dear Tim,

Thank you for the opportunity to present the following proposal for the City's Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services. We are pleased to be able to introduce the City to our capabilities and to describe how we anticipate improving your billing functions in both the short and long term.

Our number one priority is to service your business in a timely and accurate manner and, though the RFP process can often be quantitative, the intangible benefits of customer service, accuracy and efficiency cannot be minimized. I would encourage you to speak with our references to hear first-hand how we manage our relationships and to discuss our service level and attention to detail. I am pleased to state that customer retention is 98%, with the 2% turnover due primarily to mergers and acquisitions.

An added benefit to working with Information Outsource is the printing service available to the City as provided by our parent company, Standard Printing Company. Standard Printing Company excels in the production of custom pre-printed forms and inserts and has served the printing industry for 63 years. The combined services of Standard Printing and Information Outsource create a full value-add solution to the City's product and service requirements with cost-effective savings. It is extraordinarily rare to find a mailing vendor that can also produce your pre-printed forms and inserts at the same facility.

I look forward to discussing the details of our proposal and answering any questions you may have. My contact information follows.

Best regards,

A handwritten signature in cursive script that reads "Debbie Bogdanski".

Debbie Bogdanski
Director of Operations
Phone: (602) 352-2369
Fax: (602) 352-2370
Email: iosales@spcio.com



City of Glendale Solicitation Number: RFP 15-38
Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services
As prepared by Information Outsource, a division of Standard Printing Company



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1.10.1 EXECUTIVE SUMMARY

This portion of the response should be limited to a brief narrative highlighting the proposal and demonstrating the firm's understanding of the services to be provided. It's also the location to provide an explanation as to why the proposer believes it's the most qualified to be the City's provider.

Information Outsource is a full-service print, mail and electronic billing vendor located just west of downtown Phoenix. We have been in business for over 18 years, and service hundreds of clients throughout the United States. We have a dominant presence in the Arizona utility market, with an extensive local client base that includes the City of Tempe, City of Avondale, Town of Gilbert, Community Water of Green Valley, City of Sedona, City of Buckeye and City of Phoenix Neighborhood Services Division.

In this proposal, you will find information on our company history and capabilities, our technical expertise, a concise description of our implementation and support processes, costs and references. We are able to meet and adhere to all standards set forth within your RFP documentation and will further elaborate on this statement throughout the course of this document. Standard Printing Company and Information Outsource offer a comprehensive solution for your business communication needs.

Local Presence

While we understand that this is not a requirement of your request for proposal, we also understand the need to deliver documents to your customers in the most efficient way possible. By mailing in-state, documents will be in your customers' hands within one business day of delivery to the post office.

Additional benefits of a local vendor include:

- Same day delivery of hardcopy proofs or materials via courier
- Availability of staff for onsite meetings
- Face-to-face relationships with key personnel
- Ability to tour our facility or to monitor sensitive jobs in person

What Sets Us Apart

Onsite Printing Capabilities

Having the ability to produce your pre-printed forms and/or marketing materials in one location decidedly sets us apart from our competitors. Rarely do you find a print and mail provider that has the ability to variably print your critical documents, as well as produce full-color inserts and press-quality materials in-house.

We also provide state-of-the-art variable print solutions with our high speed Xerox laser printers. Selective messaging may also be employed, allowing you to communicate pointed messages to specific customers. Through this offering, you can communicate branded messages and hit your target audience each and every time. Our print quality auditing and mail piece validation ensure efficient, high-quality delivery of each and every document.



One-Stop Solution

Printing, programming, insertion and mailing are all completed in one location, which allows us to manage timelines and costs on your behalf. We are also able to compliment our mailing services with an electronic billing component that is fully customizable.

Level of Service

Our level of service certainly sets us apart from other providers. Our uncompromised goals of timeliness and accuracy guarantee that your documents are correct and complete each and every time, and that they are mailed within expected timeframes. Our attention to detail is evident during the implementation process and continues into the management of your live business. Whereas many of our competitors have separate project management and relationship management teams, the same Client Specialist that is assigned at the implementation stage will remain your contact for the lifetime of our business relationship. In addition, there is no monthly or annual fee for support.

Onsite Development

We build a unique program for each of our customers, so that the handling of your business is not a “cookie cutter” process. We create programming to manage the various aspects of your data file and our in-house staff has complete control over this programming. We are able to instantly address any problems that arise, and have a comprehensive understanding of your data that allows us to make intelligent recommendations and work as a liaison with your software vendor.

Onsite Inserting

All document insertion, presorting and posting is completed in-house without the use of a third-party pre-sort vendor. This allows us to provide competitive pricing while maintaining control of your job from start to finish.

Quality Control

Our Quality Control Team meets regularly to review areas of risk that could be improved upon by tightening procedures, improving equipment maintenance or implementing changes in technology. We have put thousands of hours into our quality control practices, which allow for error-free mailings.



Share My Stamp is a revenue generation program designed to promote local businesses via your routine mailings. By including a coupon, discount or incentive in your bills, advertisers can reach their intended audience in a cost-effective fashion. Of benefit to you is the revenue that is generated from this program, which can be used to offset the cost of distributing bills and other critical customer communication, or as a way to generate funds for charitable organizations.

Our Share My Stamp team is responsible for generating interest among advertisers, negotiating advertising fees, producing the hardcopy coupons and ultimately including them with your mailings. You will receive a check each month based on the number of inserts and revenue collected. This is passive income that only requires your permission to make use of the available space in your mailed bills. **Additional information on this program is available upon request.**





1.10.2 COMPANY BACKGROUND

The information should provide the City the ability to evaluate the proposer's stability, relevant experience, and capability to support the commitments set forth in the RFP. It should also include a company history specific to mail and printing services.

Information Outsource (IO) has been in business for the past eighteen years and is a complete print and mail service provider for critical documents. In addition to traditional mail, **Information Outsource** provides a full suite of services, including Electronic Bill Presentment & Payment (EBPP) and data archiving. IO is a privately held company that owns and operates a 40,000 square foot facility in Phoenix, AZ.

Our parent company, **Standard Printing Company**, was founded in 1952, and excels in the production of custom business forms and marketing inserts. We have twelve presses in our facility, and SPC runs security features including true watermark, micro-type, bleed through MICR, chemically reactive paper and fluorescing fibers. Our presses can print up to six colors, and any PMS color can be matched.

Standard Printing Company and Information Outsource are committed to reducing their impact on the environment. We use only soy-based and UV inks with low or no VOC units as part of our forms manufacturing process, protecting air and water quality. Our investments in waste collection and storage units ensure that virtually 100% of our manufacturing waste is collected and recycled.

As a combined entity, we are able to service your business from start to finish, eliminating the need for outside vendors, which can put quality and timelines in jeopardy. We are a one-stop solution for your document design, printing, mailing, electronic billing and archival needs.

SELECTED DOCUMENTS WE MAIL:

- Utility Bills
- Collection Letters
- Shut-Off Notices
- Line of Credit Statements
- Jury Summons
- Statements
- Invoices
- Cable Bills
- Mutual Fund Statements
- Phone Bills
- Privilege (Sales) Tax Returns
- W-2 Tax Documents
- 1099 Tax Documents
- 1098 Tax Documents
- Timeshare Statements
- Loan Servicing Documents
- Declination Documents
- Bank Statements
- Thank You Letters

Provide your company name, address, phone number, as well as the location of the office that will conduct the work for Glendale's account.

Information Outsource
3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Website: www.informationoutsource.com

All production, customer service and implementation processes will be completed at the above address.



Provide the name, title, address, phone, fax, resume and email address of your main contact regarding the proposal related to this RFP along with contact information of the team members proposed for this project.

The main contact for this proposal is:

Debbie Bogdanski
Director of Operations
3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Fax: (602) 352-2370
Email: debbieb@spcio.com

Ms. Bogdanski has served as the Director of Operations for SPC and IO for the past fifteen years. She is responsible for providing direction to the internal departments and personnel responsible for the production of all SPC/IO products and services. She oversees Information Outsource Production, Development, Forms Manufacturing, Quality Control, Client Services, and Sales.

Implementation & Post-Implementation Support

Information Outsource is a leading provider of utility billing services and the integrity with which we do business is evident in how we approach your business. We do not have imposed contracts, as we know that the best way to retain our clients is through service and ethical behavior. We respect our client relationships and honor our quoted prices so that you can accurately plan your budget for the fiscal year. With every mailing, we have our clients' best interest in mind, and serve not only as a print and mail facility, but as an advisor and sounding board.

Information Outsource has a unique approach to the implementation and ongoing management of your business, in that your implementation contact remains your contact for the life our partnership. We do not turn the business over to an account management team once the implementation is complete. Your Client Specialist manages the process from implementation through live job management, which means you have a knowledgeable advocate onsite.

A WORD ABOUT CUSTOMER SERVICE ...

I am proud to introduce the following team members that will service your business. There is little turnover at Information Outsource and several of our staff members have been here since the company's inception. We truly see ourselves as an extension of your own internal team and the culture we cultivate internally permeates the relationships we have with our clients. I look forward to introducing you to our team of specialists.

- Debbie Bogdanski, Director of Operations

The key Information Outsource personnel that would service the City's business are as follows:



Stacey Hanlon, Client Specialist

Phone: (602) 352-2369

Email: staceyh@spcio.com

Ms. Hanlon will serve as the Project Manager during your implementation, and will remain your contact for all live business and change requests. Ms. Hanlon has been with Information Outsource for nine years, and has overseen numerous customer implementations. On an ongoing basis, she serves as the first line of contact for customers, working as a liaison between Production, Development and Standard Printing Company.

Ms. Hanlon currently manages several municipalities and utility billing applications, which include regular bills, disconnect and collection notices, tax mailings and special projects. Ms. Hanlon's knowledge of the print and mail industry coupled with an intricate knowledge of Information Outsource's capabilities will prove to be an invaluable resource during your implementation period and beyond.

Jonathan Stogner, Production Manager

Phone: (602) 352-2369

Email: jonathans@spcio.com

Jonathan will oversee the printing, inserting and mailing of your documents from a production aspect. He manages all production personnel, as well as all quality control processes and Post Office communication. Jonathan has been with Information Outsource for eighteen years, since the inception of the business. He currently oversees all production functions and staff, as well as inventory management. Jonathan also manages all communication with Information Outsource's postal representatives, including all inquiries pertaining to delivery, non-verified addresses and NCOALink.

Michael Eles, Senior Developer

Phone: (602) 352-2369

Email: mikee@spcio.com

Michael will be the primary development representative for all programming needs. He has been with Information Outsource for nine years and, during this time, he has implemented the majority of our new municipal clients. Michael is also responsible for maintaining client applications along with the rest of the Development team. In addition to his customer-facing duties, he also writes and supports the programming for our proprietary in-house production and inventory management system, as well as our Electronic Bill Presentment and Payment product.

Describe company background and qualifications, including year firm was established.

Information Outsource has been providing print and mail services since 1996 and our parent company, Standard Printing Company, has been in business since 1952.

Information Outsource holds at its core the commitment to two ideals: timeliness and accuracy. We are committed to mailing each job in a timely fashion, as well as ensuring that each job is 100% accurate. As such, we have put thousands of hours into forming a comprehensive quality control standard and we adhere to this standard at every stage of implementation, processing, printing and inserting. This means that we are positive every job leaves our hands with the same level of attention and accuracy customers would give the jobs themselves.



SELECTION OF SERVICES IO PROVIDES:

- Pre-printed Forms
- Custom Inserts Reports & Bar Graphs
- Charts
- OCR Scan Lines
- Intelligent Mail Barcoding
- Postal Automation
- NCOALink
- Onsite Warehousing
- EBPP (Electronic Bill Presentment & Payment)
- Onsite Programming
- Householding
- Data Archival
- Selective Messaging
- Targeted Marketing Messages
- Intelligent Mail Barcoding

We are familiar with your CIS system, Harris NorthStar and anticipate no problems implementing any changes required to fulfill your billing needs. We have several clients that utilize this same system and, as such, we are able to readily support this platform. We also have multiple clients that opt to send PDF documents and we are able to effortlessly work with this data type as well. All services outlined in this proposal are available regardless of data format.

IO does not partner exclusively with software companies or payment processors, so that we may remain flexible. We are able to manage data from a wide variety of software vendors, and also have many clients that maintain their own proprietary data management systems. We create and build our own solutions and systems and can tailor these to your specific needs and wants.

We understand that your software company may not always have the flexibility you need to manage your business needs, which is where our onsite development team comes into play. Not only do we develop a unique program for each of our clients, we are also able to enhance the functionality provided by your software package. Whether it be formatting, data layout or the management of multiple data files, we will work with you to make sure your needs are met in the most cost-effective fashion.

We also complete all work in-house, which means that the management of all changes is done efficiently and is communicated to all required parties. We do not adhere to a programming queue, where your requests wait in line. We review the requests as they come in and determine priority and the area of expertise required to complete the task.

Provide the total number of utility, municipal utility, and Transaction Privilege (Sales) Tax clients to whom you provide Bill Print and Distribution services, including the volumes of items printed for each client.

Information Outsource currently provides printing and distribution services for over 200 different clients, with municipalities representing approximately 50% of our client base. Volumes range from 3,500 mail pieces per month up to 100,000 mail pieces per month per client.

All told, Information Outsource currently services over 300 different applications for our varied client base. Included in these applications are traditional print and mail services, as well as online and electronic archival, electronic bill presentment, e-billing and custom applications that were built to support in-house client functions.



Describe experience with customer care billing services as they relate to municipal utility services. These might include billing, customer care, remittance processing, electronic bill presentment and payment, credit and collections.

Information Outsource has extensive experience with municipalities and, as such, understands your specific goals. We know that you need an onsite advocate to work as an extension of your business and to make recommendations relative to efficiencies and cost savings. As an Information Outsource customer, you will be assigned a Client Specialist, who will guide you through the implementation and live stages of your job. As the process becomes more familiar, your Client Specialist will continue to be your contact for live job inquiries and changes. This same individual will also conduct periodic account reviews to confirm that your job is run as efficiently and cost-effectively as possible. As new technologies and/or postal requirements are introduced, you will be educated on these enhancements.

Many of our customers process remittances through a third party lockbox vendor. Should you opt to use a lockbox, we will work closely with this vendor to determine placement and content of the scanline, including weighting requirements and/or check digits. We recommend that test samples be sent to the processor at least two weeks before going live in order to confirm that all is correct. We understand that the readability, placement and font type/size are of the utmost importance and allow for an automated, accurate payment processing solution.

With regards to electronic bill presentment and payment, we have a comprehensive solution that is further outlined throughout the course of this proposal. We also have created custom solutions for our customer base, fusing portions of our product with their existing solutions. We also have several partners that offer payment processing services and we would be happy to make an introduction at your request.

We are able to aid in your collections process by designing and mailing Collection Letters on your behalf. Many of our partner payment vendors also offer enhanced collection services, including phone follow-up and auto-pay scheduling.

Describe your bill printing and distribution facilities in detailed terms.

Information Outsource and Standard Printing Company are housed in a company-owned 40,000 square foot facility.

We own high-speed laser and variable color laser printers that will be used to produce the City's documents. All printers have one or more back-ups onsite that can be used in the event of equipment failure or scheduled maintenance.

In addition to the above equipment, we also own and maintain equipment to print and fold full- and spot-color inserts as necessary. In addition to the equipment that supports our printing and mailing initiatives, we also have twelve 4- to 6-color web presses that run 800-feet per minute, as well as in-house bindery and art department/design capabilities.

We will use our six-station intelligent inserters to manage all mailings. This equipment is able to handle up to six selective inserts, including a #9 Business Reply Envelope. This equipment is also able to envelope multi-page pieces based on OMR readmark technology. All inserters have one or more back-ups onsite that can be used in the event of equipment failure or scheduled maintenance.

All pre-sorting is done during processing by way of postal software, which allows us to garner the lowest possible postal rates for our customers, and also allows us to manage the process from start to finish. We run



an efficient two-shift model, and have our own warehouse on site. We also own our own trucks for delivery of mail to the post office.

We do not use sub-contractors to complete our print and mail operations. Partner vendors are used to provide required envelopes only.

Security – Network and Physical Security

SOC 2 TYPE II CERTIFICATION

We are pleased to state that Information Outsource and Standard Printing Company are SOC 2 Type II certified, thus upholding the highest standards of network and physical security. We adhere to the industry standard best practices for security, consistent with the aforementioned certification.



Highlights of our security measures are detailed below:

- **Network Security:** Our network utilizes Smoothwall Firewall security appliances to keep unauthorized access from external sources. Internal network access is controlled utilizing Windows Active Directories and employees are granted access to specific job-related network resources using group policies. All users are required to update passwords every 90 days and are required to comply with strict complex password criteria.

Our customers access their data through either a secure FTP connection or via our secure customer portal on the Information Outsource website. After submission, customer data is immediately swept behind our firewall to a secure server on the internal network.

All of our servers and workstations are protected with the latest enterprise-level anti-virus and anti-spyware software from McAfee, which is monitored daily. All email traffic is monitored and protected by McAfee as well.

In addition to ensuring the security of your data, we also have procedures in place that ensure our servers are available and functioning, so that your files may be properly received and all electronic billing sites are available. Server checks are performed at the beginning and at the end of the day, as well as continuous monitoring of the electronic billing sites at scheduled times throughout the day and on the weekends.

- **Physical Security:** Our building is completely secured and all visitors are granted access only through the main lobby with a visitor's badge and accompanying authorized employee. Keypad access is required to enter the production area of our facility.

All internal servers are housed in a secure locked server room with separate keypad access granted only to authorized personnel. This server room has its own alarm in addition to the system that arms the building as a whole. Exterior security cameras monitor activity 24 hours a day.

Any spoiled documents that require disposal are locked in secure bins, which are retrieved and shredded onsite by Cintas, a secure document destruction company.

In addition, our offsite data center allows access only to authorized IO personnel. Photo identification, keypad entry, retinal scan and key card are all required in order to access our servers. The facility is under video surveillance and also guard personnel.



Our disaster recovery locations are accessible only by authorized IO personnel, and require keyed entry. No customer data is housed in a disaster recovery location unless IO staff is physically on the premises.

Describe your proposal for an optional hosted solution as indicated in 1.5.5.

Contractor may provide an option for a hosted solution to present utility bills that will integrate with the City's existing website. The hosted solution will retain and present up to 13 months of the PDF version of the actual printed bill. The integration with the City's website will be designed such that the customer will only need to log into the City's website and not be required to log in again to view their utility bill.

We are able to provide a solution to the City's desire to provide an exact replica of the mailed bill to your customers, utilizing the City's existing website. Please see section 1.5.5 in the Specifications section of this RFP for detailed information on our Electronic Billing offerings. Screenshots and thorough descriptions of our offered services are available in this section.





1.10.3 BUSINESS PLAN

The information should provide the City the ability to evaluate the proposer's ability to support the operational functions, service needs and performance requirements specifically described and identified in the Request for Proposal. The information should substantiate the proposer's understanding of the contract by providing a methodology and approach for completing the requirements of the proposal in a timely, accurate and efficient manner. The information should also include the time (in calendar days) required from receipt of written notice of award from the City to commencement of service by the contractor.

Information Outsource is able to adhere to the operational, service and performance expectations set forth by the City in the Request For Proposal document. We are pleased to state that all requirements and requests made by the City of Glendale can be met and exceeded by our standard operating processes. Further details on our business practices and method of approach follow.

Information Outsource approaches the implementation and ongoing management of your business as a continuous process, and your implementation Project Manager/Client Specialist will remain your contact for the life our partnership. We do not turn the business over to an account management team once the implementation is complete. We feel that the intimate knowledge of your business we learn during the implementation process, as well as the rapport we create, should not constitute a learning curve for a new set of customer service contacts.

Your primary Client Specialist will be your point of contact from day one, which means you have a knowledgeable advocate onsite that can lead you through implementation, help you to make educated decisions and work toward long-term goals. A secondary Client Specialist will also be assigned to your account, should your primary contact be unavailable. Within our Client Services department, we cross-train all specialists so that your needs can always be met quickly and thoroughly.

During implementation, you will receive a comprehensive Project Plan, which will outline responsible parties, explicit timeframes and resources. An example Project Plan has been included as **Exhibit B – Sample Project Plan**.

Our implementation process is on average a 30-day process from written notice of award to the first live mailing and a graphical representation of our standard Implementation Project Schedule is included under item 1.8 – Implementation of Services.

We will first work with you to define the parameters of your job and all handling requirements. At this stage we will also confirm the “look” of your bills and will ask for a test data file. Once all has been defined, we will get to work on producing our first round of samples.

During the implementation period we will also produce the materials required for your mailings, included all pre-printed forms, envelopes and inserts. The proofing process for these materials will be managed by the same Client Specialist that will address the programmatic set-up of your application.

At every step of the implementation process, our Development, Client Services and Production teams are connected, minimizing risk and allowing for a seamless transition to the live stage.



1.10.4 SPECIFICATIONS



Offeror shall state how they will comply with meeting the City's daily billing requirements per Specification Section 1.0

1.1 INTRODUCTION

The City of Glendale is looking to establish a partnership with a private contractor to provide off-site city utility bill and Transaction Privilege (Sales) Tax documents printing, folding, inserting and mailing services plus the option of electronic utility bill presentment. The City Utility Billing Services Section currently produces approximately 52,000 billing statements for print on a monthly basis. In addition the section produces approximately 5,500 reminder notices on a monthly basis. The Tax & License Division currently produces 13,000 – 17,000 monthly tax returns. In addition, the Tax & License Division also produces 5,000 – 9,000 monthly statements and annually approximately 20,000 renewal statements and business license certificates. Response time is critical.

The City is working together with the Arizona Department of Revenue to achieve the goal of simplifying the manner in which taxpayers report and pay their Transaction Privilege (Sales) Taxes. This will result in changes throughout 2015 and 2016 which could have an effect on the future printing and mailing of monthly tax statements and returns, however it will not affect the mailing of utility bills.

The vendor will receive an electronic data file from the City's utility billing customer information system by remote means and process the data to generate printed utility bills and reminder notices. The vendor will receive a separate file from the City's tax and license information system by remote means and process the data to generate printed statements, tax returns, and license certificates. All warehousing of paper stock, preprinted forms (shells), printing, folding, inserting and mail processing services will be performed by the contractor "in house" in the contractor's plant. Subcontracting and printing, folding, inserting or mail processing is not acceptable. Any offer received that has subcontracted services shall be deemed non-responsive and not considered.

The above requirements are fully met through our standard business practices and further details on how each job will be managed are outlined through the course of this document. We understand that the Transaction Privilege (Sales) Tax documents may be assumed by the Department of Revenue in the near future and that this may impact expected mail volumes for the tax application. We currently run this line of business for the City of Tempe and are familiar with the regulations and handling that govern this type of work. We will work with you as regulations change.

1.1.1 The Contractor shall provide the Contract Administrators with a proposed work schedule, name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact them. The Contract Administrators will decide all issues that may arise as to the quality and acceptability of any work performed under the contract.

Contract Administrator and Supervisor for Information Outsource:

Debbie Bogdanski
Director of Operations
3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369
Email: debbieb@spcio.com

A mutually agreeable Project Plan/Work Schedule will be created upon contract execution.



1.1.2 All inserts will be provided by the city and shipped to the contractor by the city. They will be shipped 48 hours before submittal of the electronic data file.

This is understood and accepted. All inserts will be warehoused onsite in our climate-controlled warehouse. We have also included pricing to print your inserts onsite, should you choose to exercise this option.

1.1.3 When notice of a performance deficiency is delivered to the Contractor, the Contractor shall have two (2) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Failure to correct unacceptable work or to provide suitable backup staffing within the specified time frame may result in reduction of payment or non-payment for service. If Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever means are in the best interest of the City, with City personnel or by separate contract, and the cost of such actions will be deducted from the Contractor's monthly invoice.

This is understood.

1.1.4 Contractor is required to provide as many personnel as needed to meet the specifications. Maintaining continuity of the off-site services with trained staff experienced with the requirements of the City is of high importance. Contractor shall ensure that staff have no prior felony convictions or any convictions other than minor violations and understand that the City may initiate a background check administered by the Police Department if it is determined to be in the City's best interest. Contractor, and its employees, agree to treat all information which is obtained through its performance of this contract, as highly confidential information to the extent that is provided under Federal, State, and local laws, and shall not use any information obtained in any manner except as directed by the contract administrator. Contractor's employees will be required to sign a confidentiality agreement.

This is understood and fully met. Employees are bonded and insured and background screening and drug testing are completed prior to hiring. Standard Printing Company also uses the federal work authorization program commonly known as E-Verify to confirm that potential new hires are authorized to work in the United States. Please see **Exhibit A – Privacy Policy** – for additional information on the security and handling of your data.

1.2 UTILITY BILLING PRINT

The vendor will support the billing format as designed by the City. The vendor will pre-print City utility bills and reminder statements on 8.5" x 11", 24lb., and single port paper. The Statements will contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 (double*) window envelope. The perforation is the bottom third of the page for remittance purposes. The remittance envelopes will be a standard #9 (single window*). The reverse side of the utility bill shall contain static billing information and in the future may contain variable data as contained in the customer's record. The vendor will also accept any inserts printed for the City by other providers. Utility jobs will be done on a weekly basis with the largest job estimated at 20,000 bills and the smallest job estimated at 9,000. The City may at a future date begin billing on a daily basis with printable bills ranging from an estimated 3,000 to 5,000 per day.

* These items have been updated per the issued Addendum

All of the above requirements are fully met and are part of our standard business practices. All forms will be produced in-house by Standard Printing Company and sample forms and envelopes are available upon request. The City's volume requirements fit well within our current capacity, and we are happy to discuss any changes to frequency as it suits the City's needs.



1.3 TRANSACTION PRIVILEGE (SALES) TAX DOCUMENTS

The vendor will support the document formats as designed by the City. The vendor will pre-print City of Glendale privilege tax license – cut sheets, privilege tax return forms and statement of account forms on 8.5" x 11", 24lb. paper. The privilege tax license form will need to contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 single window envelope. The perforation is the top third of the page. The statement of account form will need to contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 (double*) window envelope. The perforation is the bottom third of the page for remittance purposes. The statement of account form remittance envelopes will be a standard #9, (single window*). The reverse side of the applications, tax returns and statement of account forms shall contain static information. The vendor will also accept any inserts printed for the City by other providers as needed.

* These items have been updated per the issued Addendum

All of the above requirements are fully met and are part of our standard business practices.

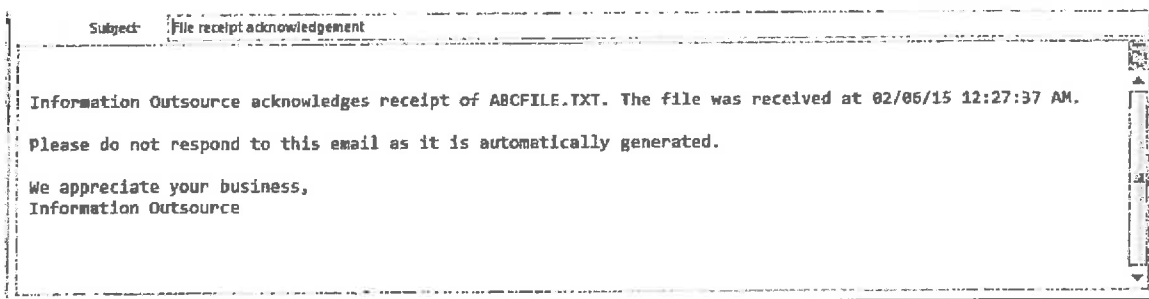
1.4 JOB PROCESSING

The vendor shall confirm receipt of the proper data file via e-mail within two (2) hours of receipt of the City's file. (The number of records contained in the file and the billing batch number will be used as confirming data). Reporting shall consist of the following:

1.4.1 Daily Production Confirmation Reports via email – immediately after processing is complete:

- a. Volume of bills
 - i. Received for processing
 - ii. Printed/archived
 - iii. Not printed but archived – grouped by type or reason for not printing
 - iv. Not printed/archived due to data errors
- b. Account details (customer name and account number) for all of the above categories

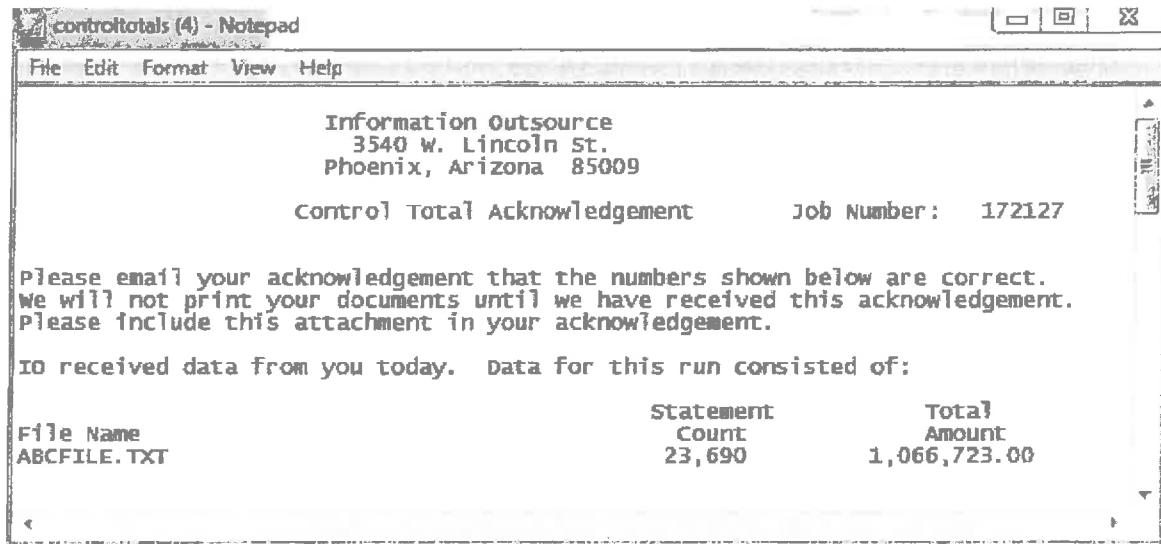
This requirement is fully met. Upon receipt of the City's data file, an email will be sent to the City of Glendale's designated recipient(s), acknowledging the transfer and file name:



Shortly following will be comprehensive reporting, which includes the following:

1. **Control Totals** – This report shows the file name, the number of records received, the number of statements to be mailed/archived and the total amount due per these statements.





2. **PDF Samples** – These samples will be documents generated from the pending data file(s), so that you may verify dates, messages and specific content.
3. **Suppression Report** – This report is normally provided as an Excel document and enumerates the records that have been removed from the mailing. The reason for suppression is included, which may reflect credit balances, past due amounts that exceed a certain threshold, incomplete data records or other pre-determined criteria outlined by the City during the implementation phase. This report can also show the customer name and account number, or any other unique information needed to identify specific records. We are also able to sort by suppression type, or detail those accounts that will still be archived despite their suppressed print status.

We ask that the City approves these reports and samples prior to printing and mailing your documents. After an established process is in place, we will entertain a sign-off waiver that would relieve the need for approval, but this would be only at the City's request.

The City may view and approve the above samples and reports via email directed to City contacts, or by logging in to our secure online Customer Portal.

In addition to suppressions, the following enhanced handling options are available to the City:

Pulled Documents

We are able to programmatically identify documents that should be printed and pulled based on predefined criteria. For example, if you instruct us that all documents with a credit balance are to be printed, pulled and sent back to the City for in-house management, we will program to make this accommodation on a daily basis. Alternatively, we are able to pull documents on a case-by-case basis by acquiring the account number, name or other identifiable keyfield from the City. The piece is then identified within your mailing using the unique piece number we assign during processing. This piece number is used to identify exactly where a document is within your mailing. The document can then be pulled and either sent to the City for processing, or destroyed at your instruction.



Householding

Multiple bills to the same customer and mailing address may be matched through our “householding” service. The “householded” pieces are put into one envelope with one return envelope and single insert, mailed First Class and are delivered to the USPS at the same time all other bills are mailed that day.

Selective Messaging & Insertion

In addition to static insertion, whereby we insert newsletters or other marketing pieces for all mailed documents, we are able to selectively insert materials for a subset of your customer base using custom programming and our intelligent inserting equipment. Based on defined criteria (e.g. zip codes, account numbers, amounts due, etc.), we can identify specific customers that should or should not receive inserts. We are also able to identify your auto-pay and/or credit customers via a flag in your data that allows us to omit remittance envelopes for these customers, or to print selective messages based on account status.

1.4.2 Monthly statistics to be provided by the 10th calendar day of the following month:

- a. Timeline for each cycle/job, from receipt to delivery to USPS*
- b. For each file, with volumes summarized monthly:*
 - i. File name*
 - ii. Date received*
 - iii. Volume of:*
 - Transactions*
 - Printed bills*
 - First pages*
 - Multiple Page*
 - iv. Job Status*
 - v. Total Postage*

All of the above information will be included with your invoice packet. We are able to bill at your requested frequency, which can be weekly or monthly, depending on your AP requirements. Monthly invoicing is always completed by the 10th of the following month at the very latest, and normally can be expected by the 5th of the month.

The City will also be provided with a Production Report with each invoice, which details the materials used with a given mailing, as well as the number of documents mailed, multiple-page documents and inserts employed. A sample Production Report follows:





PRODUCTION REPORT

02/06/2015 through 02/06/2015

For: **TOWN OF ABC**

Date	Client Records Received	Addresses Verified	First Page Imaged	Addl Pages Imaged	Total Sheets Printed	Clicks	Envelopes	Inserts			Page Breakdown	
								Bra	Sel Bra	Static		
Job Number: 172127												
02/06/2015	23,690	23,690	23,690	0	23,690	23,690	23,690	21,690	0	0	0	1 pg - 23690
	40017 :	23690										
	10002 :	23690										
	10001 :	21690										
	100625 :	23690										
	5002 :	0										
	5007 :	0										
	10003 :	0										

A comprehensive postage report also accompanies each invoice, which details the number of pieces mailed at each pre-sort postage rate, and the total amount of postage used per mailing. Postage is paid directly to the US POSTMASTER and we apply postage from your account with each mailing. A sample postage report follows:





3540 W. Lincoln St.
Phoenix, AZ 85009

POSTAGE INVOICE

INVOICE NUMBER: 94011
METER DATE: February 6, 2015

CLIENT: TOWN OF ABC

CLIENT ID: ABC

CUSTOMER PO #	PAYMENT TERMS	PROCESS DATE	SALES REP ID
CYC 09	Prepaid	Feb 6, 2015	CSR

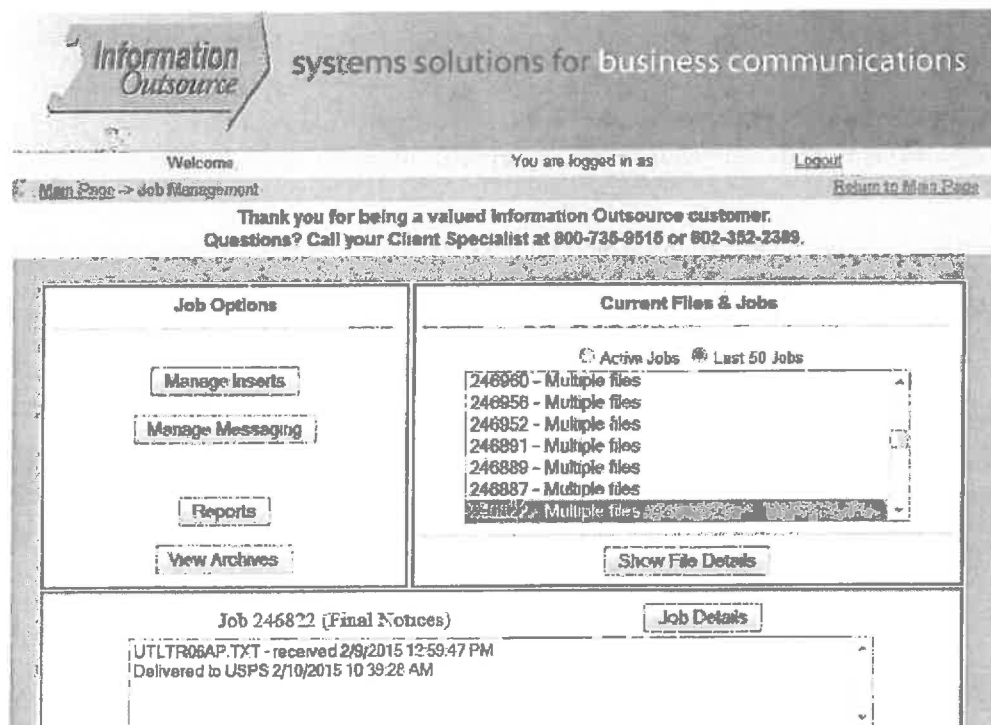
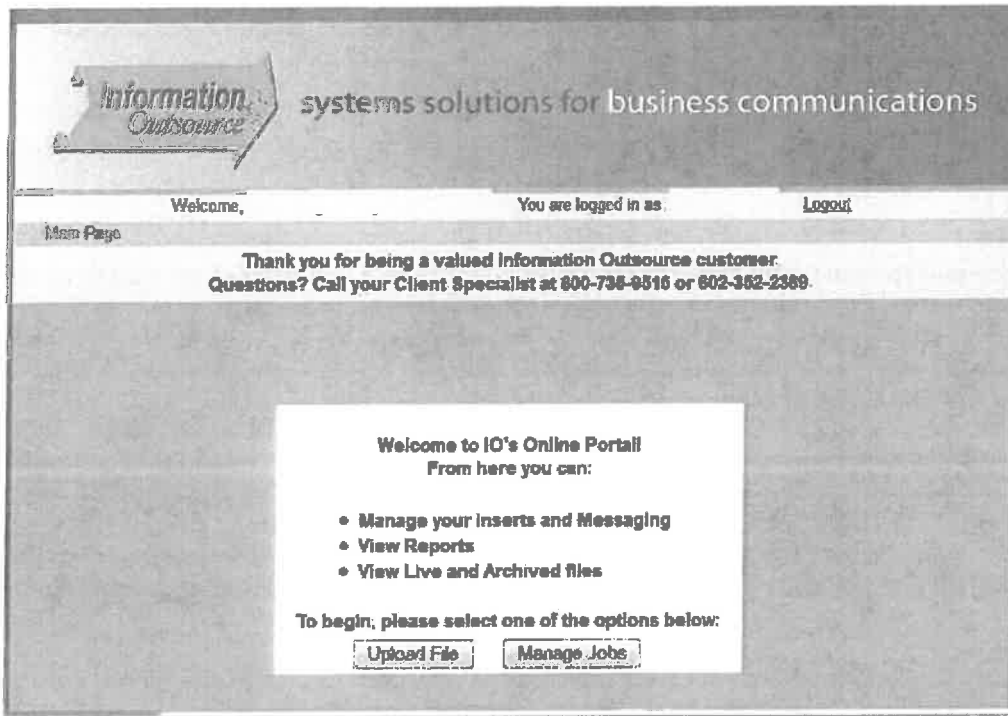
QUANTITY	ITEM	DESCRIPTION	AMOUNT
		JOB # 172127	
22,505.00	.381	QUALIFIED POSTAGE	8574.41
1120.00	.406	QUALIFIED POSTAGE	454.72
65.00	.435	QUALIFIED POSTAGE	26.28

TOTAL POSTAGE USED 9057.41

In addition to the reporting made available as part of your invoice packet, production information and mailing timelines may also be tracked via the IO Customer Portal. Screenshots of this web-based application follow:



City of Glendale Solicitation Number: RFP 15-38
Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services
As prepared by Information Outsource, a division of Standard Printing Company



1.4.3 The vendor shall contractually guarantee the City's daily billing requirements and work schedule for customer support and provide unlimited telephone support during the hours of 8:00 a.m. to 5:00 p.m. Glendale, Arizona time, Monday through Friday.



This requirement is understood and fully met. Being that we are local, our business timelines perfectly align with the City's needs.

1.4.3.1 Describe the trouble management process including problem reporting, assignment, escalation and resolution.

Quality Control

Our quality control procedures and performance standards are found at each stage of our workflow, and these procedures are routinely audited to ensure they are comprehensive in their design. Our Quality Control team meets regularly to review areas of risk that could be improved upon by tightening procedures, improving equipment maintenance or implementing changes in technology. We have put thousands of hours into our quality control practices, which allow for error-free mailings.

Our proprietary system compares the data file received to past files, confirming that the data in the file is not a duplication of a prior file. Once confirmed, the file is processed and quality control paperwork is created, which follows the job through Production and is retained in our onsite files. During the processing, printing and inserting stages, we have inserted quality control checks that monitor output, formatting, materials, piece count and postage requirements. All items must balance at every stage prior to sending the mailing to the post office.

Live job issues always take priority over other Development responsibilities. If your live data file presents an issue during processing (e.g. duplicate file, incorrectly formatted data, a change in data structure) it is immediately addressed and you will receive a call from your Client Specialist with our recommended resolution. In many instances, we are able to remedy the issue immediately, allowing for minimal delay in processing.

Being that all personnel and equipment are housed in the same facility, in-person escalation is easily managed and facilitated. If more than one department's input is required, all can be called together at a moment's notice. If the issue cannot be immediately corrected, the Director of Operations will become involved.

We strive for 100% accuracy on every job we run. If for any reason the accuracy is compromised and it is found that Information Outsource is at fault, all necessary steps will be taken to rectify the situation – whether it be a corrected mailing or financial retribution.

1.4.3.2 After hours support – describe procedures.

Our Client Services department is available from 8:00 AM – 5:00 PM MST, Monday through Friday. Should an urgent issue arise outside this timeframe, Production personnel are onsite from 6:00 AM – 6:00 PM MST, Monday through Friday. We will also provide the City with an after-hours service number where a message may be left outside of normal business hours.

1.4.3.3 Provide a list of company holidays.

We observe the following holidays:

New Year's Day
Memorial Day
Independence Day
Labor Day
Thanksgiving Day & The Day After Thanksgiving
Christmas Day



If holiday or weekend processing is required in order to meet agreed upon timelines, we assume this as our responsibility. If a special or emergency mailing is required, this will be addressed on a case-by-case basis.

1.4.3.4 Provide contact points for customer service

Your Client Specialist will be the first point of contact for all technical, operational and live job questions. This individual will determine who best in the organization can address your needs and then manage the process from start to finish. Your contact is available via phone and/or email, and their primary job function is to ensure that your needs are met. All Information Outsource personnel may be reached via phone at (602) 352-2369, or via email at production@spcio.com. A secondary Client Specialist will also be assigned in case your primary contact is out of the office.

1.4.4 The vendor will be required to print, fold, insert, meter and mail via lowest discount rate the completed bills for delivery to the U.S. Postal Service (USPS) preferably within the same business day, but no later than 24 hours. Under no circumstances shall the bill be mailed later than 24 hours after electronic submission.

This requirement is fully met. It is anticipated that bills will mail on the same business day, but always within 24 hours. We understand the importance of timely delivery and how this directly impacts your revenue stream. We deliver your mail directly to the main Phoenix Business Mail Entry Unit located at 4949 East Van Buren Street and it is anticipated that customers will receive their bills one day later.

1.4.5 Larger and more complicated jobs are to be completed within 48 hours from electronic submission. The city shall determine which jobs will fall into this category.

This is understood and the requirement is fully met, based on individual job instruction.

1.4.6 The city may have need for other print jobs to be processed, not identified in this proposal. These jobs are to be individually negotiated at a price agreeable to both the city and the contractor. Time frames should reasonably accommodate the contractor's operations needs along with the City of Glendale's deadline. If the City's deadline cannot be met, the contractor shall provide an alternative solution to the Contract Administrator that will allow the deadline to be met.

This requirement is fully met and is a common practice among our municipal clients. We are happy to discuss any additional mailings you require, or print projects that fall outside the scope of mailing (e.g. door hangers, City brochures, etc.).

1.5 Contractor Services

1.5.1 The City is looking for a Contractor that runs an off-site facility Monday through Friday with minimum hours of operation from approximately 8:00 a.m. to 5:00 p.m. Offerors shall state where their facility is located, the contact phone number, the hours of operations, the number of staff and an inventory of equipment.

This requirement is fully met. Production staff is onsite from 6:00 AM – 6:00 PM Monday through Friday at our primary facility, located at:

3540 West Lincoln Street
Phoenix, AZ 85009
Phone: (602) 352-2369



Our system is available 24 hours a day, 7 days a week for secure file transfer and access to Electronic Billing websites. In addition, our offsite data center allows for continuous file transfer and website access in the event of an outage at our primary location.

There are 48 full-time employees at Standard Printing/Information Outsource.

The following equipment is located at our primary facility, with comparable equipment housed at our disaster recovery site:

- High-speed laser and variable color laser printers
- Full-color digital printers
- Six-station intelligent inserters
- 4- to 6-color web presses

1.5.2 Contractor is to maintain all paper stock, on-site, to meet the variety of items required by the city. The in-house stock level is to be sufficient to produce the requested items, at their anticipated volumes. In addition, a safety stock is to be maintained on-site for possible immediate reprinting regardless of the reason for the reprinting. The maximum inventory of preprinted forms (shells) which the city will be liable for and will pay the contractor if the city changes the form is 90 days.

This requirement is fully met. All materials, including pre-printed stock and envelopes, will be warehoused onsite in our climate-controlled warehouse, and will be managed through our proprietary inventory management system. Our normal business practice is to house a 90 day supply of forms onsite and to alert you to the need to reorder once we reach a 6-week supply. **There is no charge for warehousing.**

Being that all forms will be produced onsite, we are able to quickly print materials on your behalf, should a change need to be accommodated.

1.5.3 The City will not be liable for the cost to reprint and mail a job; if it is determined the reason for the reprint is the fault of the contractor. The contractor would be reimbursed when the delay arises out of cause beyond the control and without the fault of negligence of the contractor. The City shall determine which reprint jobs are the fault of the contractor and what is beyond the control of the contractor and what is negligence by the contractor.

This is understood.

1.5.4 Contractor will also be required to have the ability to accept printing jobs electronically. City shall evaluate the proposer's acceptable forms of transmission and determine which form, if any works best for the city.

This requirement is fully met. Information Outsource accepts data via our secured FTP site or secure web-based Customer Portal. Our sites are available 24 hours a day, 7 days a week to receive your files. City staff will be fully trained on how to access our site and submit data, as well as how to review the provided reports during live job processing.

We are able to accept your data file as it is most easily exported from your data system. Text and delimited files are preferred, but we can also easily accept PDF or print image data, as is the case with your tax documents. Information Outsource is able to accept your bill files in their current format and utilizing your preferred transmission method. We can also accept an automated transmissions if you would prefer to schedule your file delivery and automatically connect to us.



No matter which raw data format you supply, our in-house development team builds a unique program to manage the data structure of each of our clients, allowing us to manage the print layout, CASS verification, barcoding, address correction updates, production paperwork and special handling requirements for each entity. This program allows us to build efficiencies in automation, versus relying on manual processes that could introduce a margin for error. Even if a PDF document is supplied, we are still able to manage custom messaging and address verification and correction on the mailed piece.

1.5.5 Contractor may provide an option for a hosted solution to present utility bills that will integrate with the City's existing website. The hosted solution will retain and present up to 13 months of the PDF version of the actual printed bill. The integration with the City's website will be designed such that the customer will only need to log into the City's website and not be required to log in again to view their utility bill.

This requirement is fully met and can be managed in one of three ways, listed here from least to most robust. All of the following options are developed and supported by our in-house Development staff and there are no sub-contractors associated with these offerings. Should the City opt to pursue an electronic billing solution, we would welcome the opportunity to present an online (or onsite) demonstration of the product's features.

We also would like to state that the following options reflect how we have interpreted your needs, however, we are happy to discuss additional solutions with City staff, knowing that our Development team can create a custom solution on your behalf.

Option 1: PDF Image Archive - Our development team can work with City staff to integrate a PDF document archive with the existing City website. By offering individual PDF images to the City with each billing process, we can name the images in a fashion that they can be pulled from a City-hosted data repository and served up onto the City's existing customer access portal. This would require development attention from City staff, but would be an efficient route for customers to access documents through the existing mechanism. The Arizona Department of Administration has implemented a similar function with Information Outsource and has met with success in this area. (AZDOA is one of our provided references, and they may be contacted to discuss this initiative and other questions relative to service.)

Option 2: Hybrid Bill Presentment – In this scenario, our development team would work with City staff to create a pass through to our hosted site from the City's existing website. Upon login to the City site, the customer would be able to click a link that would verify their account information and pass them directly to the Information Outsource hosted site and their account landing page. This would allow them access to current and historical documents, as well as a link to pay their bill through Authorize.net if you so choose.

Option 3: Full Scale Electronic Bill Presentment - Information Outsource offers a full-service Electronic Billing component, which allows for hosted Administrative and Customer websites, as well as email notification and documents delivered via email in PDF format. In this scenario, communication with customers regarding available documents, the migration of customers to electronic billing and the management of email addresses and active users is managed by Information Outsource.





Full-Service Electronic Billing Includes:

- Self-enrollment & ongoing job management
- An exact replica of mailed bill, allowing customers to see detail and messages
- A link to a hosted version of the bill as well as attached PDF if desired
- Access to marketing inserts and newsletters via the hosted site
- A link to designated payment processor through the website or in the body of the email message
- Customer and Administrative Sites with access to all documents, whether emailed or mailed

Benefits of Full-Service Electronic Billing:

- No need for involvement by City staff for enrollment or program maintenance
- Customers can access 13 months of billing history online
- City staff can view current and historical documents via the Administrative website for customer service purposes.

Email Alerts

The Email Alert function is the vehicle used to let an enrolled customer know they have a statement ready for viewing on the EBP Customer site. Each time a job runs, IO will compare the customer data against a table of enrolled customers. When an enrolled customer is identified as having a document within the data, an Email Alert is sent to the customer. The message in the Email will contain a link to the login page of the customer website hosted by IO and/or a PDF attachment of the customer’s current document. The document would then be suppressed from the paper mailing.

Email Notification to Customer

Your online billing statement dated 08/01/2014 is available for viewing.

The total amount due is \$11.50 and the due date is 08/15/2014. If you would like to pay this amount, please click on the link below.

Click on the link below to view your statement. If you need further assistance, please call us at (800) 735-9333 or email us at [email address].

Account Login

Information Outsource is pleased to offer electronic access to your billing documents.

Log In:

User Name: _____

Password: _____

Remember me next time.

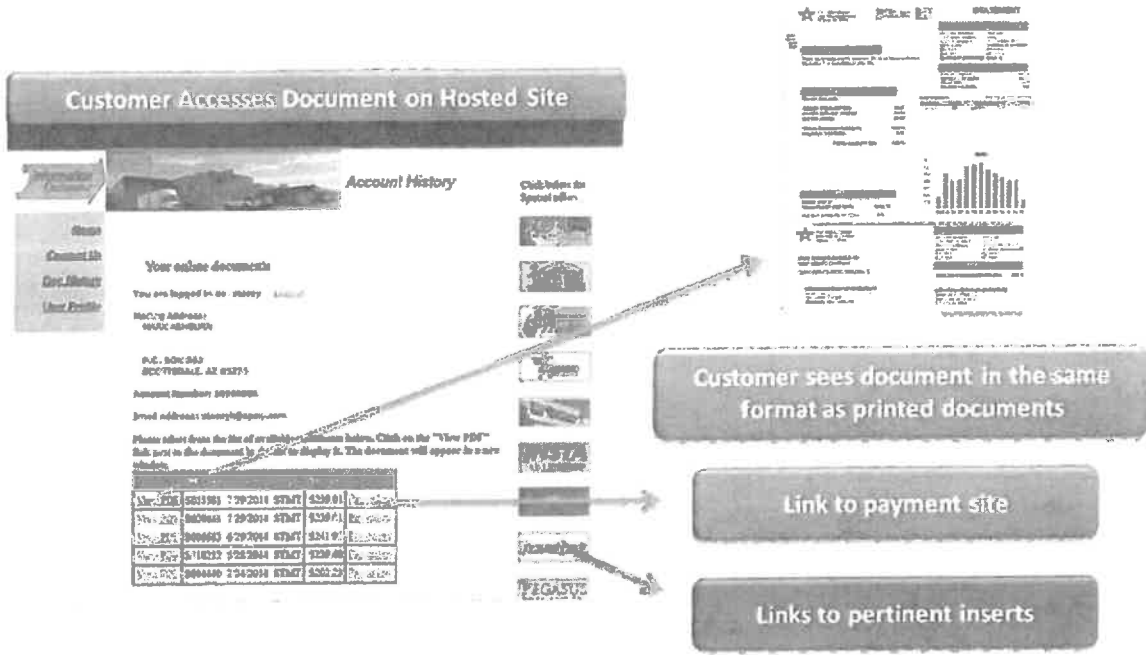
First time users, please refer to your printed document for pre-enrollment information, or contact us at (800) 735-9333 to enroll via phone.

Other features of email delivery:

- Attached PDF image (optional)
- Current messages
- Link to payment processor



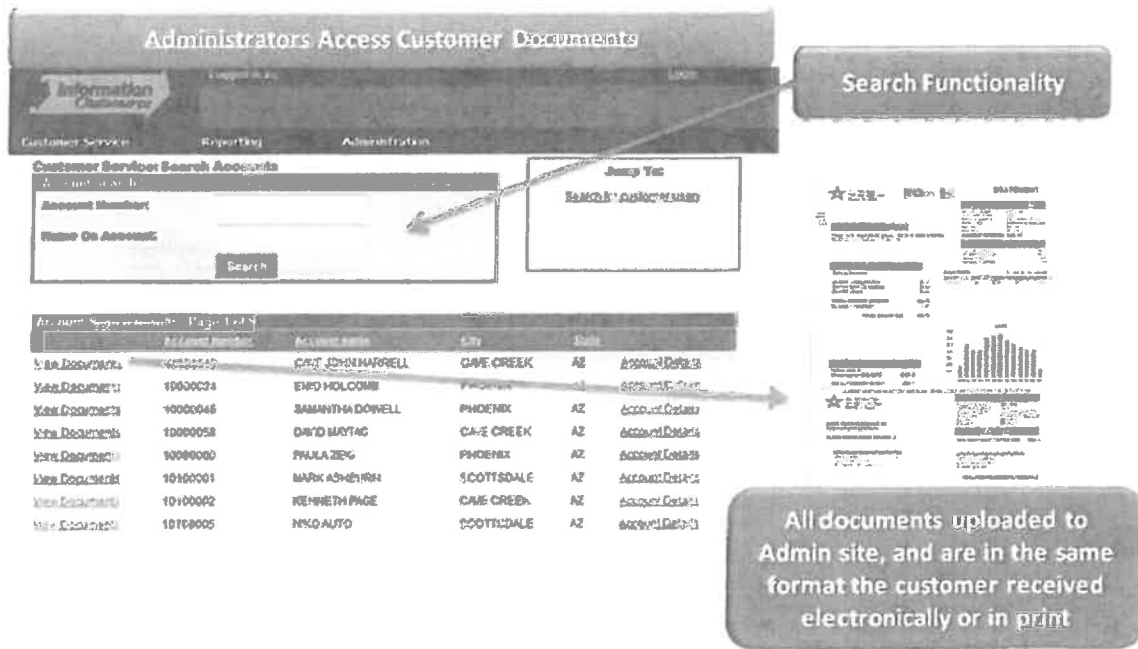
Understanding that the City already has an interface for customer login, the link in the email notification could direct the customer to the City-hosted site if preferred. In this case, the customer would authenticate themselves on the City site, and then be passed to the Information Outsource hosted portion of the solution without requiring a secondary login:



Administrative Document Access

As part of the full-scale Electronic Bill Presentment product, we also build and host an Administrative Site that would allow City staff to access current and historical documents. Staff would be able to view documents exactly as they were mailed to customers:





Any combination of these options can be explored with the City and the solution that best meets your needs will be deployed.

1.6 CONTRACTOR SERVICES FOR MAIL SERVICES

The vendor shall provide electronic mail-sort services to maximize postal discounts and mail bills at the lowest discount rate. The following requirements shall be adhered to:

- 1.6.1 Bills must be mailed via presorted first class mail to maximize postal discounts.
- 1.6.2 The City must be able to verify proof of delivery to the USPS on an as-needed basis.

All of the above requirements are fully met. All documents will be mailed via pre-sorted First-Class mail to maximize postal discounts. Proof of delivery to the USPS is available via the Information Outsource Customer Portal or via your Client Specialist. Additional USPS documentation is available upon request.

1.6.3 Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software.

This requirement is fully met. CASS processing is a standard procedure with each of your mailings, and we utilize USPS-certified software to complete this task. With each job, a “non-qualified address” report is provided. This list of addresses details those addresses in the data file that cannot be pre-sorted and do not warrant a discounted postage rate. Error codes accompany these addresses, which further define why the post office is unable to verify the address. A sample report follows:



	A	B	C	D	E	F	G
1	keyfield	name 1	address 1	city	state	zip	err_stat
2	1779200000	FRANK LOLA	833 W MAIN DR	CHANDLER	AZ	85286	411
3	5058200000	JOHNNY'S RESTAURANT	6101 S PIAZZA	TEMPE	AZ	85283	411
4	8930300000	PIZZA PALACE	PO BOX 2900	GOLETA	CA	93118	411
5	0098500000	BONITA KLEIN	14231 E CAVE DEAL DR	TEMPE	AZ	85282	412
6	1079200000	REED STOCKINGTON	1112 GARDNER ST	GILBERT	AL	85233	412
7	1778500000	MYLA ARDEN	2427 W COMET	SCOTTSDALE	AZ	85262	412
8							

1.6.4 The vendor must provide daily reports of address changes, so that the City can update the Customer Information System database.

This requirement is fully met. NCOALink will also be utilized per your RFP instructions, which allows us to update the mailing address to reflect any forwardable moves the USPS identifies. A report detailing those addresses that were updated, including account number, original address, new address and move status, will be provided at the processing stage. Additional keyfield information can be added to this report to allow for efficient updates to your CIS database.

3.6.5 The vendor shall provide details about how they will ensure that the City receives the lowest postal rates possible, including information about minimum quantities for mailing.

All addresses are run through our USPS-certified CASS software to verify the addresses. This ensures that all addresses meet the USPS standard for the lowest possible pre-sort postage rates.

We have also implemented the Intelligent Mail Barcode for all customers. This barcode allows additional information to be passed to the post office, which aids in the quick delivery of mail pieces. The bar code includes delivery point information that allows us to meter your mail at the **lowest automatable presort rates**.

For the majority of its mail pieces, the City can expect to receive the lowest possible rate - \$.381. This savings is passed on directly to you, as our postage process is completely transparent. The normal quantity for a maximum (5-digit pre-sort) discount is 500 pieces. Due to the concentration of customers within your billing area, most bills are mailed at the lowest rate offered by the post office.

There is no minimum quantity required for mailing.

The City of Glendale will only be responsible for the actual amount of postage applied, versus a flat per-piece rate.

3.6.6 The vendor must be in compliance with any new mailing requirements of the USPS, such as the NCOALink for processing zip code +4 or Information Technology (IT) services to report City addresses, which have been updated in the USPS database due to a customer submitted change of address.

This requirement is fully met. We are in compliance with all current requirements of the USPS. Being that we are one of the largest mailers in the Phoenix area, we have a solid relationship with the post office on both a local and national level. This allows us to stay informed of changing regulations on your behalf, and also



thoroughly research any issues that may occur at the postal level. We also utilize USPS-certified software for CASS and NCOA processing, giving the City access to the most current address information and therefore obtaining the most postal discounts and rate of deliverable mail.

Information Outsource is also eligible for additional postal discounts based on our compliance with new USPS "full service" rules. This can allow us to reduce rates by an additional .003 per envelope. Any savings accrued through this business practice will be passed along to the City.

1.7 CONTINGENCY PLAN

Proposers are to provide a specific contingency plan if any principal team member were to leave the project or if any vehicle or equipment necessary to meet the service needs of the city is temporarily not operational.

Knowing that the delivery of your billing documents represents revenue, we understand the importance of timely delivery. Our business model is such that we practice redundancy both in our personnel and equipment. Production, Development, and Client Services all work together to service our client accounts, and the Director of Operations regularly monitors all account activity. Should a team member leave IO, all history and current project activity would be easily managed by another team member, as they would have first-hand knowledge of the account.

All of our production functions (processing, printing and inserting) are able to be performed on at least two other pieces of machinery, so if one piece of equipment is out of service, we are never left without the capability to meet agreed-upon timelines.

We also retain full-service maintenance contracts on all pieces of machinery, ensuring they will be up and running to complete your business. Monthly preventative maintenance is scheduled on each, in an effort to identify potential issues before they arise.

In addition, our facility houses two onsite generators to provide power for equipment in the event of a short-term power outage, along with data connections through multiple providers to allow continuous access to customers.

Additional information on long-term recovery is offered in section 1.9 **Disaster Recovery**.

1.8 IMPLEMENTATION OF SERVICES

Proposer shall describe in detail the approach to transition and implement from the existing 3rd party printing and mailing service. The notice to proceed will be by confirmation of the award of the contract by the City Council. It is anticipated that the City Council will take this action in the Fall of 2015. Continuity of service is critical and the transition and implementation must produce a seamless delivery of printing and mailing services. The City will make electronic copies of the forms and envelopes available to the successful proposer.

Information Outsource has implemented and currently supports customers on the Harris Northstar system and, as such, we are familiar with the raw data output. We work with a variety of data platforms and have created an implementation process that allows us to methodically address your business needs and unique handling.

Our implementation process is on average a 25-30 day process, during which there are two sample stages. We will first work with you to define the parameters of your job, and will ask for a test data file. Once all has been defined, we will get to work on producing Phase 1 samples.



Phase 1 samples are generated in our Development environment from the provided test data file. These samples will be provided to you for review, and it is at this stage we make all necessary adjustments to your job. Once samples are approved, we move to Phase 2.

Phase 2 is the stage at which we move all programming to our Production environment. A second round of samples is created and submitted for approval, and rigorous quality control checks are completed by both Development and Client Services. It is during Phase 2 that we would provide hardcopy samples for barcode testing, to ensure readability for payment processing.

Once Phase 2 is complete, we are ready to move to live Production. At this stage, a meeting is held with Development, Client Services and Production to discuss the live job and make sure all departments are on the same page. When the first live file is received, Production and Client Services complete an additional QC process prior to submitting the live job samples to you for approval.

At every step of the implementation process, our Development, Client Services and Production teams are connected, minimizing risk and allowing for a seamless transition to the live stage. **All work is completed onsite by our in-house development team.**

Prior to going live, we will discuss any questions your staff may have about the data submission and approval process, to make sure they are fully trained our services and how to utilize the IO Customer Portal.

We are also happy to schedule parallel processing that would create PDF bill output for a live billing file, allowing you to look through specific account information and ensuring that the bill output generated by Information Outsource mirrors that of your current vendor and meets your customers' expectations.

1.8.1 Proposer shall also describe the timing required and coordination with City staff necessary to train and educate the proposer's staff with the duties and requirements of the contract. The awarded contractor's training is to be sufficient to provide knowledgeable staff competent to begin service at full performance level the first day of the contract. All training, development and approval by the City of forms, reports and billing processes must be completed prior to the commencement of the contract.

City staff will be asked to address periodic questions during the implementation period, and to review and approve development samples prior to moving into a live environment. Required staff time is estimated at 2-3 hours for the whole of the implementation process, and there are no hardware or software requirements beyond your current billing system and Internet access. An installed FTP client is also desirable, but not required.

At the City's discretion, a site visit to our facility is welcome, and we can kick-off our implementation efforts with a face-to-face meeting with appropriate City representatives. We would welcome the opportunity for you to meet all of our personnel and to see how your job will travel through the processing, printing and mailing stages.

All training of City staff would be completed prior to going live and at no expense to the City.



Preliminary Discussions
Implementation Planning

Implementation Planning

The following is what will occur immediately following your decision to work with IO:

- Introductory call from your Client Specialist to discuss the implementation process
- Technical call, which is designed to:
 - Introduce key contacts
 - Confirm key aspects of the new project
 - Discuss technical & logistical questions from your IO team
 - Address timing for implementation and go-live
- Delivery of FTP instructions and Scope of Services
- Delivery of Project Plan with outlined implementation tasks, deliverables, milestones, timeframes and resources

Development
Phase 1

Development: Phase 1

During the first phase of development, the following will occur:

- Your requests and instructions will be researched by IO Development
- The report form for your job will be built and tested by IO Development
- Phase 1 samples and beta site will be created in the IO Dev environment
- Phase 1 samples will be sent to you for feedback and approval

Development
Phase 2

Development: Phase 2

Following your approval of the Phase 1 Development samples:

- IO Development will move your job into our Production environment and perform a battery of quality control checks
- Phase 2 samples will be produced using test data in our Production environment
- Phase 2 samples will be sent to you for final approval

Production
Go-Live

Production: Go-Live

Once you approve Phase 2 items, we are ready to “go live”. What this means is:

- Production is ready to receive your live file
- A final series of quality control checks will be performed by Production and your Client Specialist during your first job
- Live job samples and control totals will be provided to you for approval
- Your documents will mail for the first time

1.8.2 Proposer shall also describe the process to be used to obtain any additional equipment necessary for the timely execution of the contract.

No additional equipment will be required to complete the execution of this contract. All required job processes and manufacturing equipment is available and in use as part of our present operation.

1.8.3 There shall be no cost to the City for any training of staff or development of the necessary contract documents, reports or operating forms, supplies, or any other associated start-up expenses. This excludes the one-time integration fee for the electronic bill presentment.

This is understood and fully met. No implementation fees will be charged relative to the print and mail portion of your business.



1.9 DISASTER RECOVERY

The vendor must have a disaster recovery facility to process the City's bills if the main facility becomes inoperable. Provide locations and information about these facilities. Provide a summary of the disaster recovery plan, including the amount of time needed to move processing to another facility.

We have a disaster recovery facility in Phoenix, which is equipped to mirror our main operation and perform all necessary functions to meet customer commitments in the event of short- or long-term failure. This site contains printing and inserting equipment comparable to the equipment housed in our main facility, which would allow for the processing, printing, inserting and mailing of your documents.

Testing is completed on a monthly basis to ensure the viability of our disaster recovery solutions. The time required to move processing to our Printing, Processing & Inserting Alternate Site would be 90 minutes or less.

In addition to a fully-functional disaster recovery facility, we also retain 20,000 square feet near Phoenix Sky Harbor Airport. This space may serve as an alternate location for our main facility, should our facility be deemed inoperable for an extended period of time. Additionally, our relationships with our paper and envelope vendors would allow for the delivery of supplemental materials within 24 hours.

We also own and house live servers at Phoenix NAP, an offsite data center near 32nd Street and University, that runs parallel to our Production equipment. In the event of any facility issue, we are able to immediately access all data with no interruption of service. Phoenix NAP is one of the nation's premiere disaster recovery operations, offering redundant power and network infrastructure as well as guaranteed 100% uptime.

Printing, Processing & Inserting Alternate Site:
3616 West Thomas Road, Suite 5
Phoenix, AZ 85019

Additional Alternate Site:
2802 Old Tower Road
Phoenix, AZ 85034

Data Management, Electronic Billing Alternate Site:
Phoenix NAP Data Center
3402 East University Drive
Phoenix, AZ 85034



1.10.5 REFERENCES



Discuss specific qualifications as they relate to the City contract and the Firm's experience on contracts of a similar size and nature.

Provide three client references that are operational with mail and printing services of similar or greater size and complexity to the City. References and work experience identified for mail and printing services should be on work performed with the last 24 months.

Information Outsource has a multitude of customers that mirror the City of Glendale's profile in size, mailing needs, and expectations. As such, we have created a business model that directly reflects the needs of these customers.

The following current customers would welcome your call to discuss our capabilities, service level, cost-effectiveness, and attention to detail:

Town of Gilbert,
Gilbert, AZ

Contact: Leslie Nieves, Customer Service Manager
Phone: (480) 503-6801
Email: leslie.nieves@gilbertaz.gov

The Town of Gilbert has been a client since 2001 and we were re-awarded the Town's business through a public RFP in 2012. Since we began working with the Town, we have guided them through two separate billing system upgrades, which required Information Outsource to work hand-in-hand with their software provider to understand the nuances of the new system and to coordinate efforts. New printed output accompanied their system changes, and all transitions were made without disruption to their live business. We currently print and mail the Town's utility bills, shut-off notices and collection letters, which totaled 833,000 mailed pieces in 2014, in addition to hosting and maintaining an electronic billing site on their behalf. The Town has also implemented Share My Stamp.

DriveTime
Phoenix, AZ

Contact: Jodi Cook, Assistant Director of IT
Phone: (480) 544-4923
Email: Jodi.Cook@drivetime.com

DriveTime has been a client since 2004, and we attribute our success with this organization to our ability to act as an extension of their business. Throughout the course of our relationship, we have implemented over 85 different collection, lost sales and notice of intent letters. We also mail 1099-MISC and 1099-C documents in January each year. Working with their proprietary data system, we created ways to manage their customer communications, including an automated archival system, so that documents are readily accessible to their customer service representatives and staff. We also print custom forms and inserts to be used with their mailings. We mailed 1.3 million letters in 2014 for this client.



City of Avondale
Avondale, AZ

Contact: Lisa Hord, Customer Service Manager
Phone: (623) 333-2045
Email: lhord@avondale.org

The **City of Avondale** has been a client since 2001. We currently mail Utility Bills, Shut-Off Notices, Final Bills and Sales Tax Notices on the City's behalf, mailing 270,000 documents in 2014. Avondale's utility billing software does not allow for much flexibility when it comes to exporting their data stream and Information Outsource has been able to add value by creating a program that can manipulate the City's data and create an output that makes the best use of the space available on their documents.

City of Tempe
Tempe, AZ

Contact: Tarja Nummela, Utility Billing Customer Services Manager
Phone: (480) 350-8637
Email: tarja_nummela@tempe.gov

Contact: Bruce Smith, Tax License and Collection Supervisor
Phone: (480) 350-8509
Email: Bruce_Smith@tempe.gov

The **City of Tempe** has been a client since 2013, when we were awarded their business through a public RFP. We mail the City's Utility Bills, Final Bills and Notices on a daily basis, as well as their Tax Account Statements, Privilege Sales Tax Returns, License Certificates and License Renewals. In 2014 we mailed over 800,000 documents on the City's behalf. We accept, warehouse and utilize City-created inserts for use with all applications and facilitate the imprinting and use of custom envelopes during the holiday pick-up season each year.

Arizona Department of Administration
Phoenix, AZ

Contact: Stu Wilbur, Manager, Statewide Payroll & RASL
Phone: (602) 542-1674
Email: Stu.Wilbur@azdoa.gov

The **Arizona Department of Administration (AZDOA)** has entrusted the printing and mailing of their annual W2 and 1099-MISC documents to Information Outsource since 2007, when they awarded their business to Information Outsource through an RFP. They have exercised multiple options to extend this contract in this timeframe as well, reinforcing their acknowledgement of our level of service and ability to manage their business accurately. In addition to producing these documents, we also print the required pre-printed tax forms with necessary instructions, as well as a custom insert that is included with the annual W2 mailing. AZDOA is also working on an initiative to promote online access to tax documents, and Information Outsource has worked hand-in-hand with AZDOA staff to create a process for suppressing electronic documents from the physical mailing and creating a comprehensive PDF archive of tax documents for upload into the AZDOA online portal. We have also created a process for adding employee information to the address block, which will allow for AZDOA staff to identify returned mail through the envelope window, without having to open each piece. We process approximately 59,000 records each January, mailing 26,000 documents and archiving all records for posting to their internal site.



1.10.6 COSTS AND FEES

PRICE SHEET

UTILITY BILLING			
Description	Estimated Annual Totals	Unit Cost	Extended Cost
Regular Billing - Form, Windowed Outer Envelope #10, Remit Envelope #9, including one (1) two (2) page insert provided by the City Per forms pages 26, 27, 28, 29, 46 and 47 of the RFP	600,000	\$ 0.0864	\$ 51,840.00
Sure Pay Billing - Form is same as above, Windowed Outer Envelope #10, including one (1) two (2) page insert provided by the City Per forms pages 26, 27, 28, 29, 46 and 47 of the RFP	80,000	\$ 0.0744	\$ 5,952.00
Reminder Notes - Form Outer Envelope #10. Per forms pages 30 & 31 of the RFP.	78,000	\$ 0.0791	\$ 6,169.80
<u>TRANSACTION PRIVILEGE (SALES) TAX DOCUMENTS</u>			
Description	Estimated Annual Totals	Unit Cost	Extended Cost
Privilege Tax License - Annually rotating color (Aqua, Yellow, Pink) Cut Sheet & #10 Presort Envelope, Per forms pages 32, 33, 34, 35, and 36 of the RFP. (Page 35 is text to be added to business license.)	41,000	\$ 0.0951	\$ 3,899.10
Privilege Tax Return Forms & #10 Presort Envelope & #9 Regular Remit Envelope Per Forms pages 37, 38, 39, 40 and 41 of the RFP.	166,000	\$ 0.1081	\$ 17,944.60
Statement of Account Form & #10 Presort Envelope & #9 Regular Remit Envelope Per forms pages 42, 43, 44, and 45 of the RFP.	114,000	\$ 0.0971	\$ 11,069.40
			Sub Total
			\$ 96,874.90



OPTIONAL: Printing of <i>Glendale Connection</i> Newsletter Per forms pages 46 (front) and 47 (back) of the RFP. Offeror is not required to bid on this option.	672,000	\$	0.016	\$	10,752.00
Sub Total					
\$ 10,752.00					

OPTIONAL: Hosted solution to present utility bills that will integrate with the City's existing web site. Section 1.5.5. Offeror is not required to bid on this option.					
Option 1 - As outlined in proposal	Per PDF Image			\$	0.010
Option 2 - As outlined in proposal	Per Uploaded Image			\$	0.015
Option 3 - As outlined in proposal	Per Uploaded Image			\$	0.015
Option 3 - As outlined in proposal	Per Email Notification			\$	0.035
Sub Total					
Varies					
Grand Total					
\$ 107,626.90					

PRESORTED RATES

For Domestic mail only, No International mail

Letter Size, Automation Basic, Mixed AADC, ALL Typed, on #10 sized envelopes

Up to 1.0 Ounce

5-digit	.381
3-digit	.406
AADC	.406
Mixed	.435
Non-Verified	.490

It is anticipated that the majority of your bills will mail at the \$.381 postage rate due to the concentration of customers within a specified zip code. We also employ the Intelligent Mail Barcode and provide all postal paperwork to the USPS electronically, allowing us to presort your mail at the absolute lowest automated pre-sort rate.

1.1 to 2.0 ounces

These rates are the same as noted above. The USPS currently extends the 1-ounce pre-sort postage rates to mail pieces weighing less than 2.0 ounces that carry an Intelligent Mail Barcode and can be automated.



5.2 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

X YES, I will accept payment under this contract with the Procurement Card.

___ NO, I will not accept payment under this contract with the Procurement Card.

5.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES X NO

If your answer is NO, please state terms offered: _____

OFFEROR NAME: Information Outsource, a division of Standard Printing Company

5.4 **PAYMENT** *The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1. Contractor shall provide a monthly statement, by the 10th calendar day of the following month, to the Finance Department detailing the actual monthly charges. Charges are to be separated by Utility Bills and Transaction Privilege (Sales) Tax documents.*

5.5 **TAX AMOUNT** *Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.*

1.10.7 EXCEPTIONS TO THE SOLICITATION



Proposer is to state any exception taken to the provisions of this RFP.

Information Outsource is able to accept the City's contract terms, conditions, provisions, and insurance requirements without exception.



1.10.8 OPTIONAL PRINTING OF GLENDALE CONNECTION NEWSLETTER

The City of Glendale currently prints 56,000 monthly citizen newsletters, Glendale Connection, which is inserted into the utility bills. The resulting agreement shall require the Contractor to furnish all labor, materials, equipment, tools, supplies, and transportation necessary to complete the service in accordance with the job processing and specifications.

The City, at any time, may discontinue the printing/mailing of the Glendale Connection, subject to authorized city budget.

This requirement is fully met and pricing for this option is outlined on the Costs and Fees sheet in section 1.10.6. By allowing us to produce your marketing materials onsite, we will provide the City with a cost-effective, timely, efficient way to manage your insert needs. We are able to print spot and/or full-color inserts, ranging from 1/3 page slips to 11" x 17" fold-out tabloid inserts. All processes are managed internally from the design and proofing to printing, trimming, folding and staging in our warehouse for use with your mailings.

Alternatively, we are able to receive inserts, newsletters or other marketing materials that have been produced by the City and warehouse them onsite for use with your mailings. There is no charge for warehousing, whether we print the inserts or you supply them to us.

1.11.1 Job Processing

The City shall provide artwork via electronic mail: PDF / MAC OS. Contractor to provide proofs (match prints or comparable) prior to printing order. Two working day "Proof" timeline required from receipt of artwork, plus a four-working day turnaround from release of proof to print and fold newsletter. Exact production schedule shall be determined between Contractor and City contract administrator.

We are able to accept artwork in the fashion you describe, follow the process for proofing and production and meet the expected timelines as outlined. Being that all materials are produced in-house, we are in a unique situation to meet your rush needs.

1.11.2 Specifications

Quantities: 56,000 monthly, no over runs/under runs

Size: 8.5" x 11" – print on front and back, (then to letter fold of 3.5" x 8.5")

Stock: 60# offset

Bindery: Fold in thirds

Ink Color: 1/1 Black

We are able to adhere to all specifications and currently produce inserts of this nature for our existing client base. The creation and management of inserts is part of our standard operating procedures and is one of the many services we neatly manage as part of your print and mail package. All inserts will be produced in-house, allowing us to manage timelines, quality and proofing details on your behalf.

**Thank you for the opportunity to present this proposal.
We look forward to discussing the details with you.**



EXHIBIT A – PRIVACY POLICY

**Standard Printing Company
DBA Information Outsource
SOC 2 Type II Privacy Notice
Created June 30, 2012, Reviewed August 31, 2014**

General

Standard Printing Company DBA Information Outsource (“SPCIO”) is a privately held service organization utilizing technology to provide customers with electronic information outsource solutions. SPCIO is committed to maintain accuracy, confidentiality and security of client information. Our services include but are not limited to:

- Custom document design, display, and printing
- Variable laser imaging
- In-house programming
- Postal presort discounts
- Data archival
- Electronic bill presentment and payment
- Manufacturer printing products

SPCIO is thoroughly committed to the privacy of our customers

SPCIO provides outsource solutions as well as custom document design, display, and printing at the request of our clients. SPCIO fulfills customer requirements that ultimately drive custom solutions while reviewing sensitive data within secured information technology network systems. SPCIO continuously reviews and deploys technology best practices to design and implement appropriately secure systems applications environments. When secured systems are developed, our customer data privacy is a key element in system design.

What Personal Information May Be Collected

SPCIO may collect personal information about you when you use our websites. When you visit our site we may collect information through the use of a "cookie". We also may automatically collect certain information relating to you, such as your Internet Protocol (IP) address, Internet service provider, type of operating system, the time and date you accessed the Site, the Uniform Resource Locator (URL) from which you arrived at our site and, if you browse away from our site by clicking on a link on our site, the URL you click on.

Use of Personal Information

When you access our site, we collect information that may be used to facilitate your use of our site and improve the operation of the site. We also respond to and fulfill any requests you make for products, services or support from SPCIO. When our existing clients access our site, personal information may be exchanged through secured measures. SPCIO will retain personal information collected to fulfill the purpose for which the information was collected or as required by applicable law.

Sharing Personal Information with Third Parties

SPCIO will not sell or give your personal information to third parties for their use for purposes unrelated to SPCIO without your permission, except as noted in this Statement or on our websites. SPCIO may disclose your personal information as we consider necessary to comply with the law or requests by governmental authorities, in connection with litigation, dispute resolution, or administration of this Statement or a possible violation of this site's Terms of Use or the rights of SPCIO or a third party.



Data Security

To protect the personal information we receive, SPCIO uses data security measures designed to guard against the loss, misuse and alteration of information. SPCIO uses secure processes to exchange data between SPCIO and our clients. Personal information is destroyed through secure processes when the purpose is fulfilled for that personal information.

Links to Other Websites

Our websites may contain links to other sites, not maintained by SPCIO. If you choose to access those sites, please review the privacy statement applicable to each site. The links to other sites are made available as a convenience to you and SPCIO is not responsible for the privacy policies and information collection practices of those sites.

Contact Information

Please direct any questions you might have about this Statement to the SPCIO Chief Security Officer at debbieb@SPCIO.com or you may direct your communications to:

Standard Printing Company DBA Information Outsource
Chief Security Officer
3540 W. Lincoln St
Phoenix, Arizona 85009
800-735-9515

Consent

By using our Website, you agree to the terms and conditions set forth in this SOC 2 Privacy Statement and you consent to the collection and use of this information by SPCIO as disclosed in this Privacy Statement.



EXHIBIT B – SAMPLE PROJECT PLAN



Task	Notes	Timing	Responsible Party
Contract is signed and official relationship begins			Customer & IO
Provide samples of current output - paper, envelopes and electronic art files		Week 1	Customer
Complete design of proposed documents and pre-printed forms		Week 1	IO
Approve document design		Week 1	Customer
Approve all material requirements		Week 1	Customer
Confirm all handling requirements		Week 1	Customer
File transmission instructions and secure login information provided		Week 1	IO
Provide test data via secure IO web portal using unique login information, or via preferred method		Week 1	Customer
Complete data assessment and pose all necessary questions		Week 1	IO
Establish projected go-live date		Week 1	Customer
Programming is completed and Phase 1 samples are created and submitted for approval		Week 2	IO
Feedback and/or approval on Phase 1 samples is provided		Week 2	Customer
Phase 2 samples are created and reviewed by the IO Client Specialist		Week 3	IO
If inserts are required, they are ordered through Standard Printing and a ship date is confirmed		Week 3	Customer & IO
Postage deposit is sent		Week 3	Customer
Arrival date & time for first live file is confirmed		Week 3	Customer
Internal start-up meeting is held with Development and Production to prepare for first live mailing		Week 4	IO
Send live data for first mailing		Week 4	Customer
Process live data		Week 4	IO
Approve live data		Week 4	Customer
Print & mail documents		Week 4	IO





CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 15-38

DESCRIPTION: UTILITY BILL AND TAX & LICENSE PRINTING,
FOLDING, INSERTING AND MAILING
SERVICES

OFFER DUE DATE AND TIME: 2:00pm local time, Thursday, March 5, 2015

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.


PRE-PROPOSAL CONFERENCE A pre-proposal conference will be conducted on **Tuesday, February 10, 2015 at 2pm at the City Hall 2nd Floor Conference Room 2A at 5850 West Glendale Ave, Glendale, Arizona, 85301.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.


OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:

Tim Burkeen
Purchasing and Materials Manager
623-930-2867
tburkeen@glendaleaz.com

	Solicitation Number: RFP 15-38 UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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	Solicitation Number: RFP 15-38 UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

The City of Glendale is looking to establish a partnership with a private contractor to provide off-site city utility bill and Transaction Privilege (Sales) Tax documents printing, folding, inserting and mailing services plus the option for electronic utility bill presentment. The City Utility Billing Services Section currently produces approximately 52,000 billing statements for print on a monthly basis. In addition the section produces approximately 5,500 reminder notices on a monthly basis. The Tax & License Division currently produces 13,000 – 17,000 monthly tax returns. In addition, the Tax & License Division also produces 5,000 – 9,000 monthly statements and annually approximately 20,000 renewal statements and business license certificates. Response time is critical.

The City is working together with the Arizona Department of Revenue to achieve the goal of simplifying the manner in which taxpayers report and pay their Transaction Privilege (Sales) Taxes. This will result in changes throughout 2015 and 2016 which could have an effect on the future printing and mailing of monthly tax statements and returns, however it will not affect the mailing of utility bills.


The vendor will receive an electronic data file from the City’s utility billing customer information system by remote means and process the data to generate printed utility bills and reminder notices. The vendor will receive a separate file from the City’s tax and license information system by remote means and process the data to generate printed statements, tax returns, and license certificates. All warehousing of paper stock, preprinted forms (shells), printing, folding, inserting and mail processing services will be performed by the contractor “in house” in the contractor’s plant. Subcontracting any printing, folding, inserting or mail processing is not acceptable. Any offer received that has subcontracted services shall be deemed non-responsive and not considered.

1.1.1 The Contractor shall provide the Contract Administrators with a proposed work schedule, name of the Supervisor(s) who will oversee the work performed, and the telephone number(s) by which to contact them. The Contract Administrators will decide all issues that may arise as to the quality and acceptability of any work performed under the contract.

1.1.2 All inserts will be provided by the city and shipped to the contractor by the city. They will be shipped 48 hours before submittal of the electronic data file.

1.1.3 When notice of a performance deficiency is delivered to the Contractor, the Contractor shall have two (2) hours from the time of notification to initiate corrective action in any specific instances of unsatisfactory performance. Failure to correct unacceptable work or to provide suitable backup staffing within the specified time frame may result in reduction of payment or non-payment for service. If Contractor fails to correct the problem, the City reserves the right to correct the situation by whatever means are in the best interest of the City, with City personnel or by separate contract, and the cost of such actions will be deducted from the Contractor’s monthly invoice.

1.1.4 Contractor is required to provide as many personnel as needed to meet the specifications. Maintaining continuity of the off-site services with trained staff experienced with the requirements of the City is of high importance. Contractor shall ensure that staff have no prior felony convictions or any

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convictions other than minor violations and understand that the City may initiate a background check administered by the Police Department if it is determined to be in the City's best interest. Contractor, and its employees, agree to treat all information, which is obtained through its performance of this contract, as highly confidential information to the extent that is provided under Federal, State, and local laws, and shall not use any information obtained in any manner except as directed by the contract administrator. Contractor's employees will be required to sign a confidentiality agreement.

1.2 UTILITY BILLING PRINT

The vendor will support the billing format as designed by the City. The vendor will pre-print City utility bills and reminder statements on 8.5" x 11", 24lb., and single part paper. The statements will contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 single window envelope. The perforation is the bottom third of the page for remittance purposes. The remittance envelopes will be a standard #9, no window. The reverse side of the utility bill shall contain static billing information and in the future may contain variable data as contained in the customer's record. The vendor will also accept any inserts printed for the City by other providers. Utility jobs will be done on a weekly basis with the largest job estimated at 20,000 bills and the smallest job estimated at 9,000. The City may at a future date begin billing on a daily basis with printable bills ranging from an estimated 3,000 to 5,000 per day. Current print specifications are listed below. Sample of forms attached.

Stock*	MS Color/s	Screened	Ink	Perf.
Water Bill Shell	Boise #24 Virgin Stock	Front and back	Front and back Black + Red	42T micro-perf
Water Bill Envelopes	White Wove #10 Window		No Screen	No
Water Remit Envelopes	White wove #9 Window	Front	Black	No
Notice Shell Blank	Boise 24#	Front	Black	42T micro-perf
Notice Envelopes	White Wove #10 Window	Front	Front	No

***In the future the City may require having two different bill stock papers, one for regular bills and one for delinquent bills. These will likely have the same format but will use different color schemes so that they are noticeably different to the customer receiving the bill.**

1.3 TRANSACTION PRIVILEGE (SALES) TAX DOCUMENTS

The vendor will support the document formats as designed by the City. The vendor will pre-print City of Glendale privilege tax license - cut sheets, privilege tax return forms and statement of account forms on 8.5" x 11", 24lb paper. The privilege tax license form will need to contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 single window envelope. The perforation is the top third of the page. The statement of account form will need to contain a micro perforation (at least 42 teeth per inch) and Z-folds to fit a #10 single window envelope. The perforation is the bottom third of the page for remittance purposes. The statement of account form remittance envelopes will be a standard #9, no




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window. The reverse side of the applications, tax returns and statement of account forms shall contain static information. The vendor will also accept any inserts printed for the City by other providers, as needed. Current print specifications are listed below. Sample of forms attached.

Stock	MS Color/s	Screened	Ink	Perf.	Frequency	When Data Sent
Privilege Tax License - Cut Sheet	8.5 x 11 24# White	Front	Black + (annually rotating license colors: (Yellow PMS 109, Aqua PMS3255, and Pink PMS 231)	42T micro-perf – Top Third	Monthly	No later than (NLT) Mid-Month except weekly mailings for the first three (3) months of the new year.
Privilege Tax Return #10 Presort Envelope	24# WW DS Regular w/1c Blk Return Address		Black – Face	No		
Privilege Tax Return	8.5 x 11 24# White	Front and Back	Black and red front and back	No	Monthly	NLT Third Week of the Month
Privilege Tax Return #10 Presort Envelope	24# WW DS Regular w/1c Blk Return Address		Black – Front	No		
Privilege Tax Return #9 Regular Remit Envelope	24# WW DS Regular w/1c Blk Return w/bar code		Black – Front	No		
Statement of Account	8.5 x 11 24# White	Front and Back	Black Front; Black + Red– Back	42T micro-perf – Bottom Third	Monthly	NLT First Week of the Month
Statement of Account #10 Presort Envelope	24# WW DS Regular w/1c Blk Return Address		Black – Face	No		
Statement of Account #9 Regular	24# WW DS Regular w/1c Blk Return		Black – Face	No		

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Return Envelope						
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1.4 JOB PROCESSING

The vendor shall confirm receipt of the proper data file via e-mail within two (2) hours of receipt of the City's file. (The number of records contained in the file and the billing batch number will be used as confirming data). Reporting shall consist of the following:

1.4.1 Daily Production Confirmation Reports via email – immediately after processing is complete:

- a. Volume of bills
 - i. received for processing
 - ii. printed/archived
 - iii. not printed but archived - grouped by type or reason for not printing
 - iv. not printed/archived due to data errors
- b. Account details (customer name and account number) for all of the above categories


1.4.2. Monthly statistics to be provided by the 10th calendar day of the following month:

- a. Timeline for each cycle/job, from receipt to delivery to USPS.
- b. For each file, with volumes summarized monthly:
 - i. File name
 - ii. Date received
 - iii. Volume of:
 - Transactions
 - Printed bills
 - First pages
 - Multiple Page
 - iv. Job status
 - v. Total postage

1.4.3 The vendor shall contractually guarantee the City's daily billing requirements and work schedule for customer support and provide unlimited telephone support during the hours of 8:00 a.m. to 5:00 p.m. Glendale, Arizona time, Monday through Friday.

- 1.4.3.1 Describe the trouble management process including problem reporting, assignment, escalation and resolution.
- 1.4.3.2 After hour support – describe procedures.
- 1.4.3.3 Provide a list of company holidays.
- 1.4.3.4 Provide contact points for customer service.

1.4.4 The vendor will be required to print, fold, insert, meter and mail via lowest discount rate the completed bills for delivery to the U.S. Postal Service (USPS) preferably within the same business day, but no later than 24 hours. Under no circumstances shall the bill be mailed later than 24 hours after electronic submission.

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1.4.5 Larger and more complicated jobs are to be completed within 48 hours from electronic submission. The city shall determine which jobs will fall into this category.

1.4.6 The city may have a need for other print jobs to be processed, not identified in this proposal. These jobs are to be individually negotiated at a price agreeable to both the city and the contractor. Time frames should reasonably accommodate the contractor's operational needs along with the City of Glendale's deadline. If the City's deadline cannot be met, the contractor shall provide an alternative solution to the Contract Administrator that will allow the deadline to be met.

1.5 CONTRACTOR SERVICES

1.5.1 The City is looking for a Contractor that runs an off-site facility Monday through Friday with minimum hours of operation from approximately 8:00 a.m. to 5:00 p.m. Offerors shall state where their facility is located, the contact phone number, the hours of operation, the number of staff, and an inventory of equipment.

1.5.2 Contractor is to maintain all paper stock, on-site, to meet the variety of items required by the city. The in-house stock level is to be sufficient to produce the requested items, at their anticipated volumes. In addition, a safety stock is to be maintained on-site for possible immediate reprinting regardless of the reason for the reprinting. The maximum inventory of preprinted forms (shells) which the city will be liable for and will pay the contractor if the city changes the form is 90 days.

1.5.3 The City will not be liable for the cost to reprint and mail a job; if it is determined the reason for the reprint is the fault of the contractor. The contractor would be reimbursed when the delay arises out of cause beyond the control and without the fault of negligence of the contractor, The City shall determine which reprint jobs are the fault of the contractor and what is beyond the control of the contractor and what is negligence by the contractor.


1.5.4 Contractor will also be required to have the ability to accept printing jobs electronically. City shall evaluate the proposer's acceptable forms of transmission and determine which form, if any, works best for the city.

1.5.5 Contractor may provide an option for a hosted solution to present utility bills that will integrate with the City's existing website. The hosted solution will retain and present up to 13 months of the PDF version of the actual printed bill. The integration with City's website will be designed such that the customer will only need to log into the City's website and not be required to log in again to view their utility bill.

1.6 CONTRACTOR SERVICES FOR MAIL SERVICES

The vendor shall provide electronic mail-sort services to maximize postal discounts and mail bills at lowest discount rate. The following requirements shall be adhered to:

1.6.1 Bills must be mailed via presorted first class mail to maximize postal discounts.

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1.6.2 The City must be able to verify proof of delivery to the USPS on an as-needed basis.

1.6.3 Customer addresses must be validated and updated as necessary by the vendor using CASS (USPS-certified) software.

1.6.4 The vendor must provide daily reports of address changes, so that the City can update the Customer Information System database.

1.6.5 The vendor shall provide details about how they will ensure that the City receives the lowest postal rates possible, including information about minimum quantities for mailing.

1.6.6 The vendor must be in compliance with any new mailing requirements of the USPS, such as the NCOALink for processing zip code + 4 or Information Technology (IT) services to report City addresses, which have been updated in the USPS database due to a customer submitted change of address.

1.7 CONTINGENCY PLAN

Proposers are to provide a specific contingency plan if any principal team member were to leave the project or if any vehicle or equipment necessary to meet the service needs of the city is temporarily not operational.


1.8 IMPLEMENTATION OF SERVICES

Proposer shall describe in detail the approach to transition and implement from the existing 3rd party printing and mailing service. The notice to proceed will be by confirmation of the award of the contract by the City Council. It is anticipated that the City Council will take this action in the Fall of 2015. Continuity of service is critical and the transition and implementation must produce a seamless delivery of printing and mailing services. The City will make electronic copies of the forms and envelopes available to the successful proposer.

1.8.1 Proposer shall also describe the timing required and coordination with City staff necessary to train and educate the proposer's staff with the duties and requirements of the contract. The awarded contractor's training is to be sufficient to provide knowledgeable staff competent to begin service at full performance level the first day of the contract. All training, development and approval by the City of forms, reports and billing processes must be completed prior to the commencement of the contract.

1.8.2 Proposer shall also describe the process to be used to obtain any additional equipment necessary for the timely execution of the contract.

1.8.3 There shall be no cost to the City for any training of staff or development of the necessary contract documents, reports or operating forms, supplies, or any other associated start-up expenses. This excludes the one-time integration fee for the electronic bill presentment.

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1.9 DISASTER RECOVERY

The vendor must have a disaster recovery facility to process the City's bills if the main facility becomes inoperable. Provide locations and information about these facilities. Provide a summary of the disaster recovery plan, including the amount of time needed to move processing to another facility.

1.10 PROPOSAL RESPONSE FORMAT

In order to facilitate the analysis of responses to the Request for Proposal, proposers are required to prepare their offers in accordance with the instructions outlined in this section. The proposal should be organized into the following major sections in the following order:

1.10.1 Executive Summary

This portion of the response should be limited to a brief narrative highlighting the proposal and demonstrating the firm's understanding of the services to be provided. It's also the location to provide an explanation as to why the proposer believes it's the most qualified to be the City's provider.

1.10.2 Company Background

The information should provide the City the ability to evaluate the proposer's stability, relevant staff experience, and capability to support the commitments set forth in the RFP. It should also include a brief company history specific to mail and printing services.

Provide your company name, address, phone number, as well as the location of the office that will conduct the work for Glendale's account.

Provide the name, title, address, phone, fax, resume, and email address of your main contact regarding the proposal related to this RFP along with contact information of the team members proposed for this project.

Describe company background and qualifications, including year firm was established.

Provide the total number of utility, municipal utility, and Transaction Privilege (Sales) Tax clients to whom you provide Bill Print and Distribution services, including the volumes of items printed for each client.

Describe experience with customer care billing services as they relate to municipal utility services. These might include billing, customer care, remittance processing, electronic bill presentment and payment, credit and collections.

Describe your bill printing and distribution facilities in detailed terms.

Describe your proposal for an optional hosted solution as indicated in 1.5.5

1.10.3 Business Plan



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The information should provide the City the ability to evaluate the proposer's ability to support the operational functions, service needs and performance requirements specifically described and identified in the Request for Proposal. The information should substantiate the proposer's understanding of the contract by providing a methodology and approach for completing the requirements of the proposal in a timely, accurate and efficient manner. The information should also include the time (in calendar days) required from receipt of written notice of award from the city to commencement of service by the contractor.

1.10.4 Specifications

Offeror shall state how they will comply with meeting the City's daily billing requirements per Specification Section 1.4.1

Offeror shall describe their approach to transitioning from the current 3rd party print shop and mailing service to the Contractor per Specifications Section 1.8

Offeror shall describe how they provide services during a disaster and prepare for recovery per Specifications 1.9

1.10.5 References

Discuss specific qualifications as they relate to the city contract and the firm's experience on contracts of a similar size and nature.

Provide three client references that are operational with mail and printing services of similar or greater size and complexity to the City. References and work experience identified for mail and printing services should be on work performed within the last 24 months. Identify:

Client name, location and size

Client contact name, title, role relating to the services and phone number

Brief description of the mail and printing services performed

Annual volumes of mail handled and copies made

Total time at the client

1.10.6 Costs and Fees

Costs and fees are to be provided per Section Five, Price Sheet.

1.10.7 Exceptions to the Solicitation

Proposer is to state any exception taken to the provisions of this RFP.

1.11 OPTIONAL PRINTING OF GLENDALE CONNECTION NEWSLETTER (Offeror is not required to bid on option 1.11)



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The City of Glendale currently prints 56,000 monthly citizen newsletters, *Glendale Connection*, which is inserted into the utility bills. The resulting agreement shall require the Contractor to furnish all labor, materials, equipment, tools, supplies, and transportation necessary to complete the service in accordance with the job processing and specifications.

The City, at any time, may discontinue the printing/mailing of the Glendale Connection, subject to authorized city budget.

1.11.1 Job Processing

The City shall supply artwork via electronic mail: PDF / MAC OS. Contractor to provide proofs (match prints or comparable) prior to printing order. Two working day "Proof" timeline required from receipt of artwork, plus a four-working day turnaround from release of proof to print and fold newsletter. Exact production schedule shall be determined between Contractor and City contract administrator.

1.11.2 Specifications

Quantities:	56,000 monthly, no over runs/under runs
Size:	8.5" x 11"--print on front and back, (then to letter fold of 3.5" x 8.5")
Stock:	60# offset
Bindery:	Fold in thirds
Ink Color:	1/1 Black



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2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One CD-ROM or flash drive containing the entire solicitation, contractor's response to solicitation (Offer) and an originally signed "Offer Sheet" (Section 3.0). With exception to the signed Offer Sheet, no Paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City.

The offeror shall complete all sections of the solicitation in the format given (i.e. Offer Sheet, Price Sheet, and Questionnaires) in the space provided. If additional space is needed than what is given, enter "See Attachment A for detail".

Submittal of the CD-ROM or flash drive by the offeror in response to this solicitation shall be construed as the offeror's intent to be bound by any resultant contract.

The Offeror shall complete all sections of the solicitation in the format given in the space provided. If additional space is needed than what is given, enter "See attachment for detail." Offers that do not conform to the above format may be rejected.

2.3

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 EVALUATION CRITERIA The criteria is listed with their relative weights.

2.5.1 METHOD OF APPROACH AND COMPLIANCE WITH SPECIFICATIONS 40%

2.5.2 COST 40%

2.5.3 CAPABILITIES AND EXPERIENCE OF FIRM AND STAFF 15%

2.5.4 DELIVERY SCHEDULE AND RESPONSE TIME 5%




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- 2.6 **INQUIRIES** Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.
- 2.7 **EVALUATION PANEL** Submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.
- 2.8 **PANEL CONTACT** Offeror shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.
- 2.9 **ADDITIONAL INVESTIGATIONS** The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.
- 2.10 **WITHDRAWAL OF PROPOSAL** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.11 **PROPOSAL EVALUATION** The City reserves the right to secure additional information from the Offerors in various forms and or to award based on submitted information.
- 2.12 **INTERVIEWS** The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.
- 2.13 **DISCUSSIONS** The City reserves the right to conduct discussions with Offerors for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the proposal in order to clarify an offer and assure full understanding of, and responsiveness to, solicitation requirements.
- 2.14 **DISCUSSIONS AND REVISIONS TO PROPOSAL** Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect

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to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors.

- 2.15 **BEST AND FINAL OFFERS** The City may request best and final offers if deemed necessary, and will determine the scope, subject, and method of scoring of any best and final request.
- 2.16 **PRICE** All prices quoted shall be firm and fixed for the specified contract period.
- 2.17 **FOB POINT** Prices quoted shall be FOB destination to: City of Glendale.
- 2.18 **TERM OF AGREEMENT** The initial term of the contract shall be two (2) years upon approval by the City Council.
- 2.19 **OPTION TO EXTEND** The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
- 2.20 **INSURANCE** Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company;



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policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

Table with 2 columns: Type of Insurance (Minimum) and Limits of Liability. Rows include Workers' Compensation, Employer's Liability, Each Accident, Disease-Each Employee, and Disease-Policy Limit.

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.

Table with 2 columns: Description and Limit. Rows include Each Occurrence, Personal and Advertising, General Aggregate, and Products-Completed Operations.

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.

Table with 2 columns: Description and Limit. Row: Combined Single Limit (CSL) \$1,000,000

Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Table with 2 columns: Description and Limit. Rows: Per Claim \$1,000,000, Policy Aggregate \$2,000,000

2.21 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.




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Glendale, Arizona 85301**

- 2.22 NOTICE OF INTENT TO AWARD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the Contract Analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.
- 2.23 PRICE ESCALATION** Price increases may be requested by the Contractor thirty (30) days prior to the renewal date of the contract. The increased rate shall be based upon mutual consent of the Contractor and the City. The City staff shall evaluate the Contractor's performance, services and records documentation to determine the appropriateness of the increase requested.
- Price increases will become effective only after agreement by the Contractor and the City and will be effective for at least one year from the date of approval.
- 2.24 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.25 ESTIMATED QUANTITIES** The Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.
- 2.26 CONTRACT NEGOTIATIONS** Exclusive or concurrent negotiations may be conducted with responsible Contractor(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Contractors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing Contractors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Contractor. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified firm(s).

	<p>Solicitation Number: RFP 15-38</p> <p>UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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2.27 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.


2.28 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

2.29 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.

2.30 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the "Black-Out Period"), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or

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IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

- 2.31 PROPRIETARY INFORMATION** A Bidder shall clearly mark any proprietary information contained in its bid with the words "Proprietary Information." Bidder shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Bidders acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Bidder with prompt written notice so that Bidder may seek a protective order or other appropriate remedy. The Bidder, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Bidder in the event that the City must legally disclose the Proprietary Information.

- 2.32 CERTIFICATION** By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

2.32.1 The submission of the offer did not involve collusion or other anti-competitive practices.

2.32.2 The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law.

2.32.3 The Contractor 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, meal or service to a public servant in connection with the submitted offer.

2.32.4 The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

- 2.33 KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.



Solicitation Number: RFP 15-38

**UTILITY BILL AND TAX & LICENSE PRINTING,
FOLDING, INSERTING AND MAILING SERVICES**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.


- 2.34 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 5.0). In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

2.35 NON-DISCRIMINATION

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

	<p style="text-align: center;">Solicitation Number: RFP 15-38</p> <p style="text-align: center;">UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES</p>	<p style="text-align: center;">CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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3.0

PROPOSAL SUBMISSION REQUIREMENTS

3.1 **OFFER OUTLINE** Offerors should follow this outline:

3.1.1 Cover Letter of Interest

3.1.2 Detailed description and explanation outlining how offeror will meet all specifications listed in Section 1.0

3.1.3 List a minimum of 3 verifiable professional references to include commercial clients and municipal clients. Provide the name, address, phone number and email address of the current or past client and years the client has been served. *(2 page limit)*.

3.1.4 Offer Sheet *(See Offer Sheet 4.0)*



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CITY OF GLENDALE
Materials Management
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Avenue, Suite 317
Glendale, Arizona 85301

4.0

OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Authorized Signature

Company's Legal Name

Printed Name Address

Title

City, State & Zip Code

Telephone Number

FAX Number

Authorized Signature Email Address

Date

For questions regarding this offer: (If different from above)

Contact Name

Phone Number

Fax Number

Email Address

FEDERAL TAXPAYER ID NUMBER:

Arizona Sales Tax No.

Tax Rate

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No



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**CITY OF GLENDALE
Materials Management
5850 West Glendale
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Glendale, Arizona 85301**

5.0

PRICE SHEET

5.1 Proposal Fee

UTILITY BILLING			
Description	Estimated Annual Totals	Unit Cost	Extended Cost
Regular Billing-Form, Windowed Outer Envelope #10, Remit Envelope #9, including one (1) two (2) page insert provided by the City. Per forms pages 26,27,28, 29, 46, and 47 of the RFP	600,000	\$	\$
Sure Pay Billing – Form is same as above, Windowed Outer Envelope #10, including one (1) two (2) page insert provided by the City. Per forms pages 26, 27, 28, 46, and 47 of the RFP.	80,000	\$	\$
Reminder Notices – Form Outer Envelope #10. Per forms pages 30 & 31 of the RFP.	78,000	\$	\$
TRANSACTION PRIVILEGE (SALES) TAX DOCUMENTS			
Description	Estimated Annual Totals	Unit Cost	Extended Cost
Privilege Tax License-Annually rotating color (Aqua, Yellow, Pink) Cut Sheet & #10 Presort Envelope. Per forms pages 32, 33, 34, 35, and 36 of the RFP. (Page 35 is text to be added to business license)	41,000	\$	\$
Privilege Tax Return Forms & #10 Presort Envelope & #9 Regular Remit Envelope Per Forms page 37, 38, 39, 40, and 41 of the RFP.	166,000	\$	\$
Statement of Account Form & #10 Presort Envelope & #9 Regular Remit Envelope Per forms pages 42, 43, 44, and 45 of the RFP.	114,000	\$	\$
			Sub Total

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UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES

			\$
OPTIONAL: Printing of <i>Glendale Connection</i> Newsletter Per forms pages 46 (front) and 47 (back) of the RFP. Offeror is not required to bid on this option.	672,000	\$	\$
			Sub Total
			\$
OPTIONAL: Hosted solution to present utility bills that will integrate with the City's existing web site. Section 1.5.5. Offeror is not required to bid on this option.		\$	\$
			Sub Total
			\$
			Grand Total
			\$

PRESORTED RATES

For Domestic mail only, No International mail

Letter Size, Automation Basic, Mixed AADC,
ALL Typed, on #10 sized envelopes)

Up to 1.0 ounce	Unit Cost
	\$ _____
1.1 to 2.0 ounces	\$ _____

5.2 PROCUREMENT CARD ORDERING CAPABILITY See Section 2. Please check appropriate box.

Solicitation Number: RFP 15-38

UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES

_____ YES, I will accept payment under this contract with the Procurement Card.

_____ NO, I will not accept payment under this contract with the Procurement Card.

5.3 DISCOUNT/PAYMENT TERMS: The City standard is 2% 20 days.

Comply: YES NO

If your answer is NO, please state terms offered: _____

OFFEROR NAME: _____

5.4 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1. Contractor shall provide a monthly statement, by the 10th calendar day of the following month, to the Finance Department detailing the actual monthly charges. Charges are to be separated by Utility Bills and Transaction Privilege (Sales) Tax documents.

5.5 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

Solicitation Number: RFP 15-38

**UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND
MAILING SERVICES**

SAMPLE FORMS

The attached pages in the sample forms are in color. If you are unable to download these documents in color you may request color copies by contacting:

Tim Burkeen, Purchasing and Materials Manager
Materials Management
5850 W. Glendale Avenue, Ste. 317
Glendale, Az 85301
623-930-2867



RETURN BOTTOM PORTION WITH YOUR PAYMENT - DO NOT MAIL INQUIRIES WITH PAYMENT

GUSB1011



Eastern District Railway

Eastern District Railway

Eastern District Railway

Eastern District Railway
Eastern District Railway
Eastern District Railway
Eastern District Railway

Eastern District Railway
Eastern District Railway

Eastern District Railway
Eastern District Railway

Eastern District Railway

Eastern District Railway

Eastern District Railway

Eastern District Railway
Eastern District Railway

Eastern District Railway

Mailing Address or Phone Number Change

SEND THIS ORIGINAL ONLY WITH YOUR PAYMENT

Street Number	Direction	Street Name or PO Box	Suffix (St, Ave, etc)
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

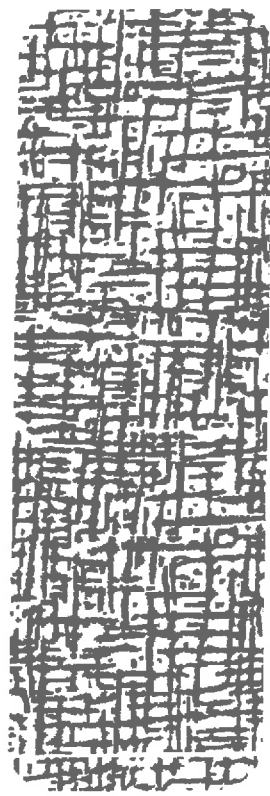
Post Dir.	Choose one <input type="checkbox"/> Apt <input type="checkbox"/> Suite <input type="checkbox"/> Bldg <input type="checkbox"/> Floor	Apt/Suite/Bldg/Floor	City	State
<input type="text"/>		<input type="text"/>	<input type="text"/>	<input type="text"/>

ZIP Code

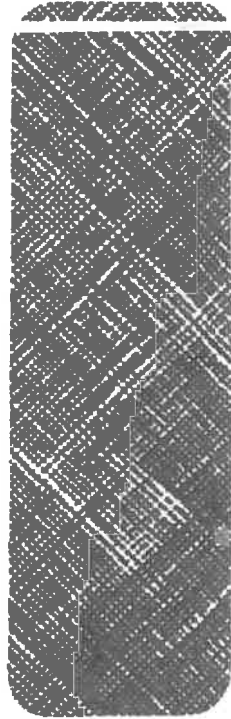
Phone	Extension
<input type="text"/>	<input type="text"/>

GUSB1012





PLACE
STAMP
HERE



From: _____



FINAL NOTICE

INTENT TO DISCONNECT SERVICE

Our records indicate your account is delinquent and is in "collection status." To prevent your service from being disconnected, payment must be received and processed by 5:30 P.M. on the due date of this notice. After an order for disconnect has been generated, the full balance plus a delinquent account administrative fee of \$54.98 and any additional fees must be paid to prevent your service from being disconnected, or to reinstate service after the disconnect has occurred. Failure to pay this amount could result in further collection action, including a lien on your

DO NOT MAIL THIS PAYMENT.

Electronic Payment Methods: For no additional fee, payment can be made using the 24-hour automated payment system at 623-930-3639 or at www.glendaleaz.com, located under the Online Services tab at the top of the page. Payment must be received by 5:30 P.M. on the due date of this notice.

Payment can also be hand delivered to our Payment/Service Center located on the first floor of City Hall at 5850 W. Glendale Ave until 5:00 PM. We accept Visa, MasterCard and American Express, credit/debit card payments.

If your payment was previously mailed, please contact customer service immediately at (623) 930-3190 to ensure it has been received and posted to your account.



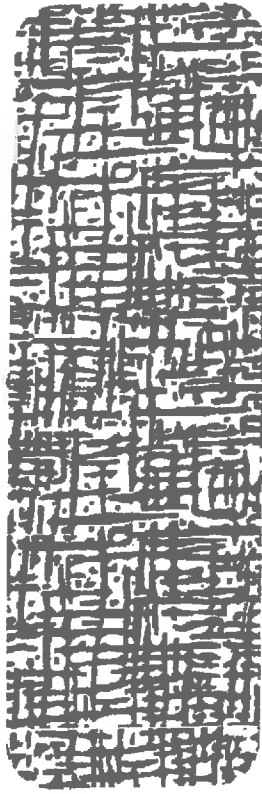
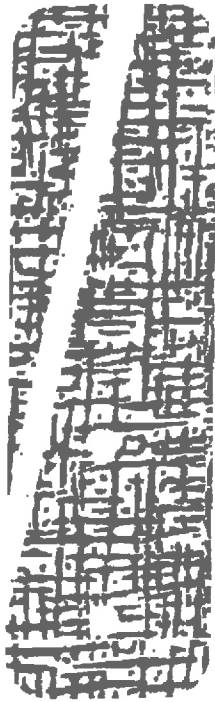
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, AZ 85301-2599

Account Number:	
Notice Date:	12/16/14
Amount Past Due:	\$ 187.33
Notice Fee:	\$ 1.22
Due Date:	12/22/14

GLF1216A AUTO SCH 5-DIGIT 85302
7000000493 00.0002.0114 491/1



URGENT



**VALID UNTIL REVOKED
OR UNTIL EXPIRES**

CITY OF GLENDALE

TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSFERABLE

BUSINESS NAME / LOCATION ADDRESS



ISSUED:

EXPIRES:

LICENSE NO:

Business Class(es):

TYPE:

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

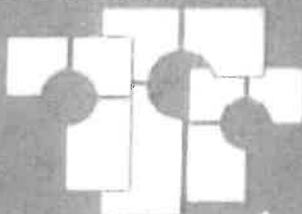
(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

VALID UNTIL REVOKED
OR UNTIL EXPIRES

CITY OF GLENDALE
TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSFERABLE

BUSINESS NAME AND LOCATION ADDRESS



NAME AND MAILING ADDRESS

GLENDALE
AZ

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

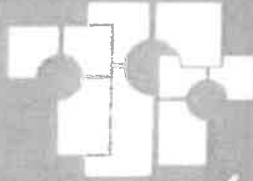
VALID UNTIL REVOKED
OR UNTIL EXPIRES

CITY OF GLENDALE

TAX & LICENSE DIVISION, GLENDALE, AZ 85301

NOT TRANSFERABLE

BUSINESS NAME / LOCATION ADDRESS



GLENDALE
AZ

ISSUED:

EXPIRES:

LICENSE NO:

Business Class(es):

TYPE:

THIS LICENSE MUST BE DISPLAYED IN A CONSPICUOUS PLACE

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

(DETACH UPPER SECTION AND POST IN A CONSPICUOUS PLACE)

The business or firm listed is hereby licensed to conduct business at the mentioned location upon the condition that tax returns are filed and taxes remitted to the City of Glendale as required under the provisions of the City Code.

Thank you for doing business in the City of Glendale. We realize you had many options when considering where to operate your business and we are pleased you chose Glendale. We wish you success and prosperity in this year and in the years to come.

If you have questions regarding Glendale's tax reporting requirements or need information regarding specialty licenses, please contact us by:

webpage: <http://www.glendaleaz.com/taxandlicense>
email address: taxlic@glendaleaz.com

Telephone: (623) 930-3190
Fax number: (623) 930-2188
TTY: 602-534-6500



CITY OF GLENDALE
Tax & License Division
5850 West Glendale Avenue
Glendale, AZ 85301-2596

11340-014

CITY OF GLENDALE

TAX & LICENSE DIVISION
5850 West Glendale Avenue
GLENDALE, ARIZONA 85301-2599



City of Glendale
 P.O. Box 800
 Glendale, AZ
 85311-0800

PRIVILEGE (SALES) TAX RETURN

Mailing Address Change?
(Circle the box below)



FOR CITY USE ONLY

ACCOUNT INFORMATION

License # _____

Period Ending _____
 (MM-YY)

Filing Frequency _____

**THIS RETURN IS DUE ON THE
 28TH OF THE FOLLOWING MONTH**

To cancel your license,
 check the box at the left, note reason and date
 of cancellation and sign the bottom of the form.

Reason _____

Effective Date: MM DD YY

If you had no business activity in this period, check here and sign at the bottom
THIS FORM MUST BE RETURNED TO THE CITY EVEN IF THERE IS NO TAX DUE This is an Amended Return

Deductions must be detailed on the back of the form		Column 1	Column 2	Column 3	Col. 4	Column 5
Business Activity	Bus Class	Gross Receipts or Jet Fuel Gallons	Less: Deductions From Sch A on back	Column 1 - Column 2 = Net Taxable	X Tax Rate	= Tax Amount
1						
TOTAL FROM ADDITIONAL TAX RETURN PAGE(S)				Plus (+)		
6	ENTER EXCESS CITY TAX COLLECTED (From SCHEDULE C on the back)			Plus (+)		
GRAND TOTAL (Add Lines 1 through 6)				Equals (=)		
PENALTY AND INTEREST (5% late filing per month and 10% late payment. Variable interest rate charged monthly as described in City Code Section 21 1-540(a).)				Plus (+)		
9	ENTER TOTAL LIABILITY (Line 7 plus Line 8)			Equals (=)		
10	ENTER CREDIT BALANCE TO BE APPLIED (From SCHEDULE B on back)			Minus (-)		
11	ENTER NET AMOUNT DUE (Line 9 minus Line 10)			Equals (=)		
12	ENTER TOTAL AMOUNT PAID (Payable to City of Glendale). Write your account number on your check.					

Prepared by _____
 of Taxpayer's (and Principal's) _____

Date _____
 Title _____

FOR CITY USE ONLY

Under penalties of perjury, I declare I have examined this return, including the accompanying schedules and statements, and to the best of my knowledge and belief it is true, correct and complete. The declaration of the paid preparer is based upon all information of which the preparer has any knowledge. A SIGNATURE IS REQUIRED TO VALIDATE THIS RETURN.



11940-027

CITY OF GLENDALE

**TAX & LICENSE DIVISION
5850 West Glendale Avenue
GLENDALE, ARIZONA 85301-2599**

1 1/4 X 4 1/2

LEFT 7/8 BOTTOM 5/8

RM. NO. 7, 173, 187

[Faint, illegible text, possibly bleed-through from the reverse side of the page]

11340-028

F _____
R _____
O _____
M _____

CHECK HERE IF ACCOUNT STATUS HAS CHANGED



PLACE
STAMP
HERE

CITY OF GLENDALE ARIZONA
PRIVILEGE TAX SECTION
PO BOX 800
GLENDALE AZ 85311-0800





City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301
www.glendaleaz.com/taxandlicense

TAX & LICENSE STATEMENT OF ACCOUNT

PLEASE DETACH AND RETURN BOTTOM PORTION WITH YOUR PAYMENT.

TAX & LICENSE STATEMENT OF ACCOUNT



City of Glendale
5850 W. Glendale Ave.
Glendale, AZ 85301-2563

GS0A1011



EXPLANATION OF THE TAX & LICENSE STATEMENT OF ACCOUNT

The Statement of Account may show a balance due to the City of Glendale for, but not limited to, the following: penalties, interest, and/or audit and miscellaneous adjustments. It is the responsibility of the taxpayer to report all such items. Taxpayers that have not been filed may also be listed by report number. All delinquent and delinquent penalties are to be paid before a license is issued.

PAYMENTS AND TAX RETURNS NOT FILED: All taxes and penalties are due by the date listed on the Statement of Account. A tax return must be filed for every tax liability, whether or not the taxpayer is required to file a return. Taxpayers must check to file in the appropriate place on the tax return and also include the date of the return and nature of the City. Failure to file may result in penalty and interest. Failure to file may result in additional penalties and interest on your tax liability and will not be valued until the City can determine the tax liability.

CREDIT BALANCES: Available for use against the City of Glendale taxes and license fees. The credit may be used to offset fees and tax liabilities on a tax period after the end of the fiscal year ended or year for which it is issued. Complete the return as usual, entering the credit amount, and the appropriate flow in the appropriate refund or payment must be made in writing within one (1) year following the date the return payment was made.

RENEWAL PENALTY: Any person who fails to renew his or her license or license fee by the date and year and who conducts any activity covered by the license after such date shall be deemed to be operating without a license and shall be subject to a penalty of fifty percent (50%) of the original license fee.

PENALTIES: A taxpayer who fails to pay the amount due on the Statement of Account by the due date for each month, or fraction of a month, between the due date and the date of the return, will be liable for a late payment penalty to pay the tax within the time prescribed by the Internal Revenue Code. The penalty is 2% per month or fraction of a month, not to exceed twenty-five percent (25%).

INTEREST: Under Section 6601, penalties, including the delinquency penalty, are provided by Section 6601 of the United States Internal Revenue Code and are imposed on any amount due that is not paid on the due date for such amount. Interest cannot be waived by the Taxpayer.

IMPORTANT CREDIT BUREAU REPORTING INFORMATION REQUIRED BY FEDERAL LAW TO BE DISCLOSED TO YOU: WE MAY REPORT INFORMATION ABOUT YOUR ACCOUNT TO CREDIT BUREAUS. LATE PAYMENTS, MISSED PAYMENTS OR OTHER DEFAULTS ON YOUR ACCOUNT MAY BE REFLECTED IN YOUR CREDIT REPORT.

FOR QUESTIONS ABOUT YOUR STATEMENT OF ACCOUNT: The City of Glendale - Tax & License Division - (623) 930-3180, and Fire License Division - (623) 930-3180.

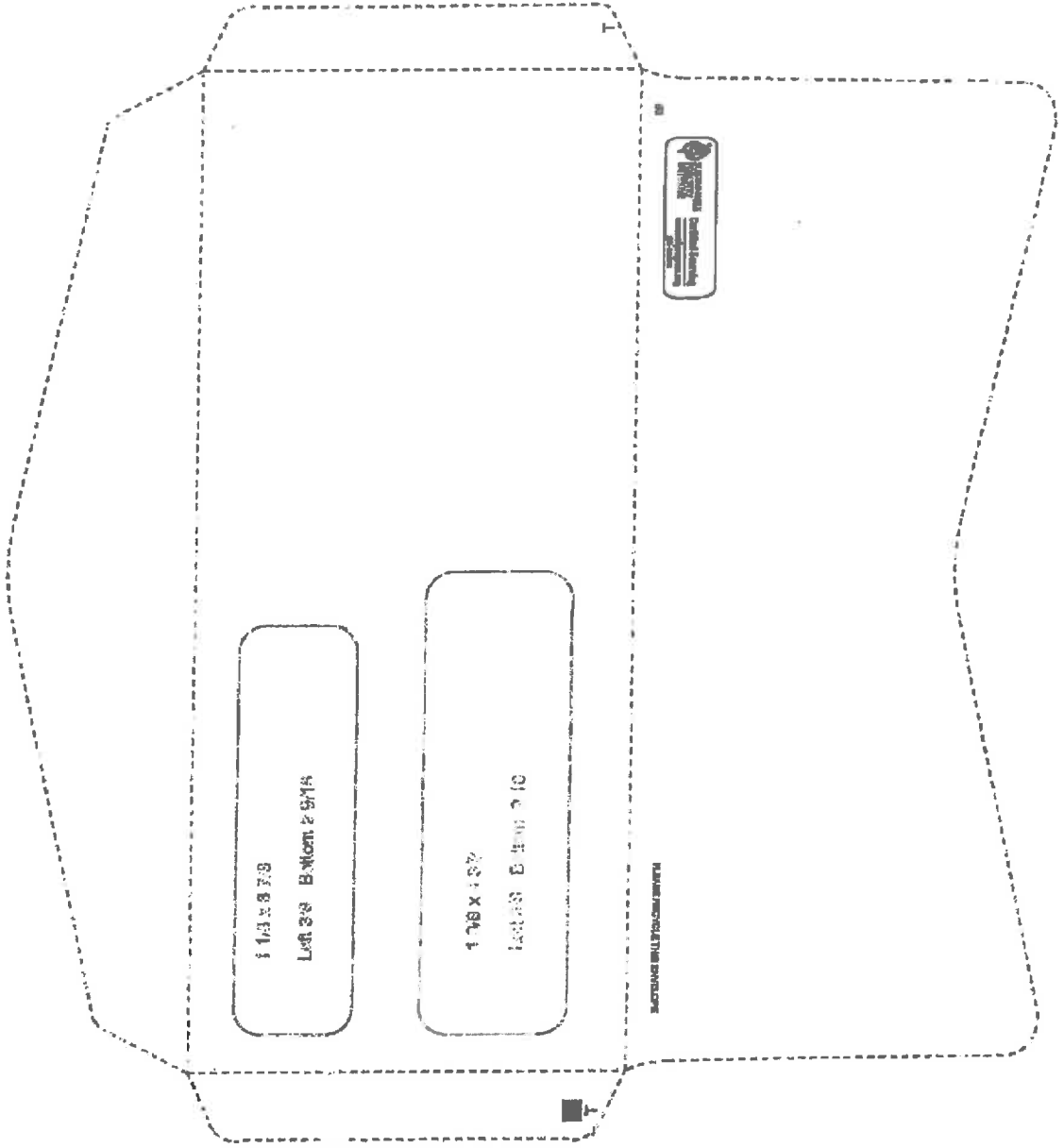
POSTMARKS ARE NOT ACCEPTED AS PROOF OF TIMELY PAYMENT
If payment is not received by the due date, additional penalty and interest may be accrued. Make checks payable to City of Glendale. You may mail in your payment or pay in person at: City of Glendale, Tax & License Division, 5850 W. Glendale Ave., Glendale, AZ 85301.

FOR ASSISTANCE, CALL:
City of Glendale (623) 930-3180 (Press 1), TTY (623) 930-2187, Fax (623) 930-2188 or visit our website www.glendaleaz.com/taxandlicense

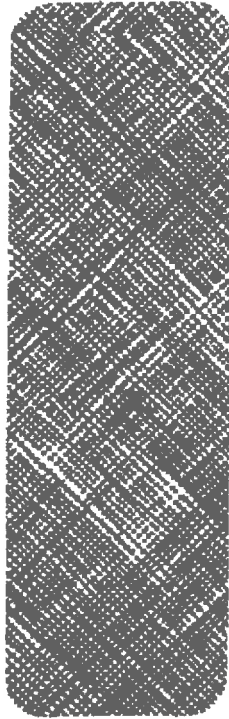
FOR CITY USE ONLY

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PLACE
STAMP
HERE



From: _____



Glendale Glitter & Glow Block Party Rocks Downtown Glendale January 10

Don't miss the Glendale Glitter & Glow Block Party on January 10, from 4 - 10 p.m. with fun for the whole family! Take in the stunning display of 1.5 million lights along with more than 20 hot air balloons illuminating 16 blocks of Historic Downtown Glendale.

This event provides a dazzling array of glowing colors and twinkling lights, combined with musical performances and delicious food. Thousands of people are expected to stroll along the closed downtown streets and watch tethered balloons, enjoying eleven bands performing rock, blues, reggae, country and jazz music as well as vibrant street performers for a climactic finale to a festive season.

Admission is free and free parking shuttles will be available from 3:45 - 10:15 p.m., from Glendale Community College, located at 59th and Olive avenues. Glendale Glitter & Glow is produced by Glendale's Office of Special Events, presented by Sears Vacations, and sponsored by Blue Cross Blue Shield of Arizona, SRP, Valley Buick-GMC, Direct Buy, The Arizona Republic, Eternal Waters, ABC-15, KOOL, KMILE, Live 101.5, Camelback Ranch-Glendale and the Arizona Coyotes.

INFO: glendaleaz.com/events or 623-930-2299

Glendale Hosts Sweetest Event in Town Super Bowl Weekend with 20th Annual Chocolate Affaire



Glendale will host a super-sweet event of its own on Super Bowl weekend, Friday, Jan. 30 and Saturday, Jan. 31. The 20th Annual Glendale Chocolate Affaire in Historic Downtown Glendale will be a chocolate lover's paradise, with special activities geared toward sports fans, as well.

Visitors will delight in the nearly 40 chocolate purveyors, featuring confections like chocolate-covered strawberries, chocolate-drizzled kettle corn, chocolate-covered nuts, berry chocolate kabobs, fudge popsicles, chocolate-covered

cheesecake and bananas, fried Twinkles and fried Snickers dipped in chocolate and much more, all along with free admission and free parking! The Chocolate Affaire is sponsored by Arizona's famous candy makers, Cerreta Candy Company. The candy factory will offer tours all weekend, and visitors can expect to see some football-themed chocolate creations at the factory.

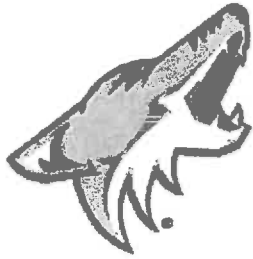
Families with children will enjoy hands-on arts and crafts, face-painting and a rock-climbing wall. The exciting new attraction with a football twist will be a "Super Street" filled with live music, games and activities with decorations themed to each of the two NFL conference champion teams in the big game.

Event hours are Friday noon - 10 p.m. and Saturday 10 a.m. - 10 p.m. The event is located in the heart of Historic Downtown Glendale, in Murphy

Park, located at 58th and Glendale avenues. The Glendale Chocolate Affaire is presented by Sears Vacations, and sponsored by Cerreta Candy Company, Valley Buick-GMC Dealers, ABC-15, KMILE, KOOL, Live 101.5, The Arizona Republic, SRP, Direct Buy, Eternal Waters, Camelback Ranch-Glendale and the Arizona Coyotes.

INFO: glendaleaz.com/events or 623-930-2299





Coyotes Tickets with Promotions Available for Exciting Games This Season!

From January through March the Arizona Coyotes welcome four Original Six NHL teams to the Valley, including the Detroit Red Wings on Feb. 7, the New York Rangers on Feb. 14, the Montreal Canadiens on March 7 and the Chicago Blackhawks on March 12.

Promotions during this first quarter of 2015 include a Fleece Blanket giveaway to the first 5,000 fans on Jan. 3 (courtesy of Gila River Casinos), Military Night on Jan. 10 along with a Camo Jersey T-Shirt to the first 7,500 fans on January 8 (courtesy of Sanderson Ford), Howler's Birthday/Kids Night on Jan. 10 with a free Drawstring Backpack courtesy of Pepsi, Supper on Smitty at the Feb. 5 game with free pizza vouchers from Papa John's Pizza, a Tyson

Nash Garden Gnome giveaway to the first 5,000 fans on Feb. 13 (courtesy of Gila River Casinos), Throwback Night on March 5 which includes a Jeremy Roenick bobble head giveaway to the first 5,000 fans (courtesy of Gila River Casinos) as the team plays in throwback uniforms on the ice, a St. Paddy's Day celebration on March 14 with a Leprechaun Top Hat to the first 5,000 fans (courtesy of Gila River Casinos) and a special "Green Night" from SRP on March 22.

Fans can catch all of the action and entertainment of NHL Hockey at Gila River Arena with tickets starting at \$30 a seat. To reserve yours call 480-563-PUCK or visit coyotes.nhl.com.

Mark Your Calendar: December is for Football & Festivities!

Now in its ninth year in Glendale, the VIZIO Fiesta Bowl on December 31, 2014 will match two of college football's greatest teams. Along with the gridiron action, the game brings a multitude of festivities to enjoy. All events are open to the public. Some events charge admission.

INFO: 480-350-0911 or glendaleegotgame.com



VIZIO Fiesta Bowl Fan Fest
University of Phoenix Stadium – North Orange Lot
Wednesday, December 31, 2014
8:30 a.m. - 1:30 p.m.

APS Fiesta Bowl Stadium Club
University of Phoenix Stadium – Great Lawn
Wednesday, December 31, 2014
10:30 a.m. - 1:30 p.m.

44th Annual VIZIO Fiesta Bowl
University of Phoenix Stadium
Wednesday, December 31, 2014 - 2 p.m.

Provide Input on County Hazard Mitigation Plan

Glendale residents are invited to provide input on updates being made to the Maricopa County multi-jurisdictional hazard mitigation plan. Hazard mitigation planning is the process used to identify risks and vulnerabilities associated with natural disasters and to develop long-term strategies for protecting people and property in future hazards. The process results in a mitigation plan that offers a strategy for breaking the cycle of disaster damage, reconstruction, and repeated damage and a framework for developing feasible and cost-effective mitigation projects. Under the Disaster Mitigation Act of 2000 (Public Law 106-390), local and tribal governments are required to develop and maintain a FEMA approved hazard mitigation plan as a condition of eligibility for receiving certain non-emergency federal hazard mitigation grants.

A team of representatives from the 27 participating jurisdictions located within Maricopa County will be meeting regularly to review, revise and update

the current hazard mitigation plan, with specific attention to:

- Natural hazards that may impact or have impacted the community
- Profiles of the most relevant hazards
- Vulnerability assessment to the identified hazards
- Goals and objectives for hazard risk reduction/elimination
- Mitigation actions/projects to achieve the stated goals and objectives
- Plan maintenance strategy for the next 5-year cycle

An updated draft of the plan is expected in February 2015. For additional information, please visit www.maricopa.gov/Emerg_Mgt/links.aspx or contact your Glendale representative: Anthony Butch with the Glendale Fire Department at 623-872-5090 or abutch@glendaleaz.com.

Mayer
Jerry P. Wevers
623/930-2260

Councilmember
Ian Hugg
Cactus District
623/930-2249

Councilmember
Gery D. Sherwood
Saguero District
623/930-2249

Councilmember
Samuel U. Chavez
Yucca District
623/930-2249

Councilmember
Janee Aldama
Ocotillo District
623/930-2248

Councilmember
Lauren Tolmechoff
Cholla District
623/930-2248


Councilmember
Beri Turner
Barrel District
623/930-2249

City Manager
Brenda Fischer
623/930-2870



For details on the latest city news, events, meetings or updates to this newsletter, visit glendaleaz.com. To watch council meetings or other city news, tune into Glendale 11 TV or watch online at glendaleaz.com/glendale11.

Published by the City of Glendale, AZ Communications Dep. or Debbie Denuit 623/930-2858

	Solicitation Number: RFP 15-38 UTILITY BILL AND TAX & LICENSE PRINTING, FOLDING, INSERTING AND MAILING SERVICES	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

<u>Debbie Bogdanski</u> Authorized Signature	<u>Standard Printing Company dba Information Outsource</u> Company's Legal Name
<u>Debbie Bogdanski</u> Printed Name Address	<u>3540 West Lincoln Street</u>
<u>Director of Operations</u> Title	<u>Phoenix, AZ 85009</u> City, State & Zip Code
<u>(602) 352-2369</u> Telephone Number	<u>(602) 352-2370</u> FAX Number
<u>iosales@spcio.com</u> Authorized Signature Email Address	<u>March 5, 2015</u> Date

For questions regarding this offer: (If different from above)

Same as above

Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: 86-0690374

Arizona Sales Tax No. 07-424014-F Tax Rate 8.3%

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

EXHIBIT B

Utility Bill and Tax & License Printing, Folding, Inserting and Mailing Services

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Contractor shall invoice the City for actual services performed at the unit cost described below no less frequently than once per month. Invoice shall include documentation of the work performed.

NOT-TO-EXCEED AMOUNT

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

DETAILED PROJECT COMPENSATION

Description	<u>Estimated</u> Monthly Volume	Unit Price
Regular Billing-Form, Windowed Outer Envelope #10, Remit Envelope #9, including one (1) two (2) page insert provided by the City. Per forms pages 26,27,28, 29, 46, and 47 of the RFP	600000	\$ 0.08640
Sure Pay Billing – Form is same as above, Windowed Outer Envelope #10, including one (1) two (2) page insert provided by the City. Per forms pages 26, 27, 28, 46, and 47 of the RFP.	80000	\$ 0.07440
Reminder Notices – Form Outer Envelope #10. Per forms pages 30& 31 of the RFP.	78000	\$ 0.07910
Privilege Tax License-Annually rotating color (Aqua, Yellow, Pink) Cut Sheet & #10 Presort Envelope. Per forms pages 32, 33, 34, 35, and 36 of the RFP. (Page 35 is text to be added to business license)	41000	\$ 0.09510
Privilege Tax Return Forms & #10 Presort Envelope & #9 Regular Remit Envelope Per Forms page 37, 38, 39, 40, and 41 of the RFP.	166000	\$ 0.10810
Statement of Account Form & #10 Presort Envelope & #9 Regular Remit Envelope Per forms pages 42, 43, 44, and 45 of the RFP.	114000	\$ 0.09710
OPTIONAL: Printing of Glendale Connection Newsletter Per forms pages 46 (front) and 47 (back) of the RFP.	672000	\$ 0.01600
OPTIONAL: Hosted solution to present utility bills that will integrate with the City’s existing web site.	Option 1 - As outlined in proposal Per PDF Image Option 2 - As outlined in proposal Per Uploaded Image Option 3 - As outlined in proposal Per Uploaded Image Option 3 - As outlined in proposal Per Email Notification	\$0.010 \$0.015 \$0.015 \$0.035

EXHIBIT C

Utility Bill and Tax & License Printing, Folding, Inserting and Mailing 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 #: 15-493, **Version:** 1

AUTHORIZATION FOR AN ADDITIONAL EXPENDITURE FROM THE MUNICIPAL ARTS FUND FOR THE “ART OF FIRST RESPONSE” PROJECT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize an additional \$1,200 expenditure from the Municipal Arts Fund for the “Art of First Response” project, as recommended by the Glendale Arts Commission.

Background

On January 6, 2015, the City entered into an agreement with nationally known photographic artist Roni Ziemba for the production of the artwork, which chronicled the everyday lives of first responders serving in the line of duty during Super Bowl XLIX.

On May 21, 2015, a photographic project update was provided during the Arts Commission Meeting. The Arts Commission recommended the purchase of additional artwork from the Contractor, Roni Ziemba, which requires an increase to the original not to exceed amount.

Analysis

During the Arts Commission Meeting Ms. Ziemba presented photographs to be considered by the Commission for final selection to complete the project. All present discussed options at length and decided on all seven photographs, which will be displayed prominently at the Glendale Regional Public Safety Training Center.

If the expenditure authorization is approved by Council, the Contractor will make available two (2) additional images, at a cost of \$600 per finished print, in addition to the five finished art pieces originally planned. The Police Department Legal Advisor has prepared an amendment to the original agreement (C9573).

Previous Related Council Action

On December 18, 2014, City Council approved the expenditure from the Municipal Arts Fund in an amount not to exceed \$15,000 for the “Art of First Response” project, as recommended by the Glendale Arts Commission.

Budget and Financial Impacts

Funding for this project is available in the Arts commission budget.

Cost	Fund-Department-Account
\$1,200	1220-84650-551000, Arts Commission

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**FIRST AMENDMENT TO
THE SMALL PURCHASE CONTRACT
BETWEEN THE CITY OF GLENDALE AND
RONI ZIEMBA
(C-9573 Dated 1/6/15)**

This First Amendment to that certain Contract, between the City of Glendale (the "City") and Roni Ziemba, ("Contractor"), dated January 6, 2015, is made and entered into this ____ day of _____, 2015 ("Execution Date"), by and between the City, an Arizona municipal corporation, and Roni Ziemba.

RECITALS:

WHEREAS the City entered into a contract with Contractor for the production of art work;

WHEREAS the Glendale Arts Commission has recommended the purchase of additional artwork from the Contractor; and

WHEREAS the City and Contractor desire to amend the contract in order to facilitate the purchase of additional art work.

NOW, THEREFORE, in consideration of the promises, conditions and covenants contained herein, the City and Contractor mutually agree that the Agreement shall be amended as follows:

AGREEMENT:

1. That Contractor will make available to the City two (2) additional images to be selected by the City at a cost of \$600.00 per finished print.
2. Upon the recommendation of the Arts Commission, the Glendale City Council authorizes the additional expenditure of \$1200.00 to purchase the additional images.
3. **Other Terms Unmodified.** Except as provided in this First Amendment, all provisions, terms, and conditions of the contract dated January 6, 2015, shall remain unmodified and in effect.


IN WITNESS WHEREOF, the parties have executed this agreement on the day and year first written above.

Roni Ziemba

City of Glendale

By: 

By: _____

Its: 

Its: _____

Date: 7.13.15

Date: _____



Legislation Description

File #: 15-497, **Version:** 1

AUTHORIZATION TO AWARD BID 15-22, ENTER INTO AN AGREEMENT, AND APPROVE THE EXPENDITURE OF FUNDS FOR POLICE UNIFORMS AND EQUIPMENT FROM FX TACTICAL

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to award bid 15-22, authorize the Acting City Manager to enter into an agreement with FX Tactical, and approve the expenditure of funds for the purchase of police uniforms and equipment in amount not to exceed \$250,000 (\$50,000 for the initial one (1) year period, and an additional \$50,000 per year for up to four (4) one-year extensions).

Background

The Glendale Police Department purchases academy required equipment and uniforms for new-hire police recruits; duty belt, belt accessories, survival armor, and uniforms for new-hire detention officers; and duty belt and belt accessories for new-hire security officers. Issuing initial equipment and uniforms assures new officers meet the current policy and uniform standards of the Police Department. In 2004, the City issued IFB 04-30 and the Glendale Police Department entered into an agreement with West Valley Uniforms. On June 9, 2009, City Council approved an extension to the agreement with West Valley Uniforms. In 2013, West Valley Uniforms went out of business.

The uniform and equipment market includes multiple vendors with a variety of qualified products, which meet the Police Department standards for appearance and function. In order to obtain the most cost-effective pricing, while meeting the service needs of the Police Department, and an opportunity for a multi-year agreement, it was determined that an Invitation for Bids (IFB) through the Materials Management Department was the most suitable option.

Analysis

Materials Management developed specifications to receive bids and opened IFB 15-22 on March 26, 2015. Seven (7) offers were received and FX Tactical was determined to be the lowest responsible and responsive bidder whose bid conforms in material respects to the requirements and criteria set forth in the IFB. Upon approval by Council, the initial term of the agreement is for one (1) year. There is an option to extend the term of the agreement, upon mutual agreement of the parties, for an additional four (4) years. Upon approval, Council also authorizes renewals at the City Manager's discretion.

Budget and Financial Impacts

Funding for the first year costs is available in the Fiscal Year 2015-16 Police Department operating budget.

Annual funding thereafter is contingent upon Council approval of the proposed budgets. Total expenditures are not to exceed \$250,000 over the complete term of this agreement.

Cost	Fund-Department-Account
\$50,000	1000-12210-523800, PD-Fiscal Management-Dry Goods and Wearing Apparel

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?



CITY OF GLENDALE MATERIALS MANAGEMENT INVITATION FOR BID

SOLICITATION NUMBER: IFB 15-22
DESCRIPTION: POLICE UNIFORM AND EQUIPMENT
BID DUE DATE AND TIME: April 13, 2015 at 2:00 PM Local Time

Offers for the materials or services specified will be received by the City of Glendale, Materials Management at the below specified location until the time and date cited. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

Bid Opening and Submittal Location: City of Glendale
Attn: Materials Management
5850 West Glendale Avenue
Suite 317
Glendale, Arizona 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Late offers will not be considered. Offers must be submitted in a sealed envelope with the Solicitation Number and the bidder's name and address clearly indicated on the envelope. **See Paragraph 2.2 for additional instructions for preparing an offer.**

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation, contact:

Elmer Garcia, CPPB
Materials Management
(623) 930-2866
Egarcia1@glendaleaz.com




SOLICITATION NUMBER: IFB 15-22
POLICE UNIFORM AND EQUIPMENT

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

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2.0	SPECIAL INSTRUCTIONS TO OFFERORS	4-7
3.0	TERMS AND CONDITIONS	8-12
4.0	OFFER SHEET	13
5.0	PRICE SHEET	14-18

	SOLICITATION NUMBER: RFP 15-22 POLICE UNIFORM AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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1.0 SPECIFICATIONS

1.1 BACKGROUND AND GENERAL REQUIREMENTS


The City of Glendale, Arizona, Police Department is requesting bids from qualified vendors for Police Uniform and Equipment. Vendors shall thoroughly complete the Price Sheet as requested. The uniform and equipment listed on the Price Sheet are samples of items that are required by the City. The City may order some, all, more or none of the individual items during the contract period. Quantities ordered by the City may vary depending on the actual needs and availability of appropriated funds.

Items may be purchased by the City as “issued equipment” or “replaced equipment” in a form of a voucher. Officers are required to sign the invoice for the issued or replaced items. The signed invoice shall be presented to the City for payment.

The City reserves the right to require alterations on police uniforms. Prices on uniforms shall include any and all alterations required by the Police Department. Due to fitting requirements of the Police Department, local representation in the Maricopa County/Phoenix metropolitan area is required.

The brand names, manufacturer’s name or product numbers in the Price Sheet are used for purposes of designating the standard of quality, performance, and characteristics needed to meet City requirements and are not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

The resultant contract requires delivery of any items within thirty (30) days from the date of the purchase order or written notice to proceed from the Police Department. The City reserves the right to purchase any item under the resultant contract from other suppliers if the awarded vendor(s) are unable to meet this requirement.

	SOLICITATION NUMBER: IFB 15-22 POLICE UNIFORM AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.0 SPECIAL INSTRUCTIONS TO OFFERORS

2.1 RETURN OF OFFER One (1) hard copy marked as “original”, two (2) copies marked as “Copies” and one (1) flash drive containing all original documents in PDF format. The original copy of the proposal should be clearly labeled "Original" and shall be one-sided. The sections of the submittal should be clearly identifiable and should follow the instructions noted in the PREPARATION OF OFFER PACKAGE section of this Invitation for Bid (IFB). Failure to include the requested information may have a negative impact on the evaluation of the bidder's offer.

2.2 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:


- 2.2.1 OFFER SHEET, Section 4.0
- 2.2.2 PRICE SHEET, Section 5.0
- 2.2.3 ADDENDUM, Return all addenda (if applicable).
- 2.2.4 SPECIFICATIONS, Section 1.0
- 2.2.5 SPECIAL INSTRUCTIONS TO OFFERORS, Section 2.0
- 2.2.6 TERMS AND CONDITIONS, Section 3.0

2.3 EVALUATION CRITERIA Invitation for Bids (IFB) are awarded to the lowest, responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

2.4 TYPE OF AWARD The City reserves the right to make multiple awards or to award by group of line items, or to make an aggregate award, whichever is deemed most advantageous to the City. If the City determines that an aggregate award to one bidder is not in the City's best interest, "all or none" offers shall be rejected.

2.5 ALTERNATE OFFERS/EXCEPTIONS
Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 BRAND NAME OR EQUAL Specification which uses a brand name, manufacturer’s name or product number is used for the purpose of designating the standard of quality, performance, and characteristics needed to meet City requirements and is not intended to limit or restrict competition. Products substantially equivalent to those designated may be considered for award.

	SOLICITATION NUMBER: IFB 15-22 POLICE UNIFORM AND EQUIPMENT	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
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2.7 ESTIMATED QUANTITIES Quantities listed in this solicitation are the City’s best estimate. The City may order some, all, more, or none of the individual quantities. The City’s actual requirements during the period of this agreement shall be determined by the actual needs and availability of appropriated funds.

2.8 PROPRIETARY INFORMATION
 Offerors shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.


Offerors acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

2.9 INQUIRIES Any question related to this IFB shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate solicitation number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official offer due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the solicitation will be binding.

2.10 ADDITIONAL INFORMATION The City reserves the right to secure additional information from any Offeror as it deems necessary to establish the competence and financial stability of any Offeror submitting an offer.

2.11 PRIOR EXPERIENCE Experiences with the City and entities that evaluation committee members represent and that are not specifically mentioned in the solicitation response may be taken into consideration when evaluating offers.

2.12 EVALUATION LITERATURE
 Offers submitted for products considered by the seller to be equal to or better than the brand names or manufacturer's catalog references specified herein, must be submitted with technical

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literature and/or detailed product brochures with written statements if the literature or brochure is not specific as to the specification for the City's use to evaluate the product(s) offered. Offers submitted without this product information may be considered as non-responsive and rejected.


- 2.13 WITHDRAWAL OF OFFER** At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the offer by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.
- 2.14 NO CONTACT, NO INFLUENCE DURING THE IFB PROCESS** The City is conducting a competitive IFB process for the contract, free from improper influence or lobbying. There shall be no contact concerning this IFB from Offerors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the IFB process.

From the time the IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this IFB. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

- 2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD** Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City’s Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.


Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.

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2.16 CONFLICT OF INTEREST The Offeror shall disclose any and all possible conflicts of interest if any senior or managing personnel of the Contractor have a potentially conflicting business or personal relationship with any City employees that have or may have a role in the selection or management of the services or goods being solicited. Providing such disclosure will not necessarily disqualify a Contractor from providing a proposal or bid. Failure to disclose a potential conflict of interest may result in rejection of the proposal or bid or termination of a resultant contract.

2.17 DISCOUNT FROM PUBLISHED PRICE LISTS Other Items in the Price List shall be submitted on the basis of a discount from the manufacturer’s suggested list/retail price as evidenced by a manufacturer’s published price list(s). Such published price list(s) must be common to and accepted by, the industry in general. The lists must be printed, properly identified, and dated as to issuance and effectiveness.

Revised published price lists may be used as a means of price adjustment. However, all offers are to be firm for a period of ninety (90) calendar days after the bid opening date and revised price lists will not be accepted by the City until after that date. Revised published price lists will be acceptable only in the event of an industry wide price change, as evidenced by the issuance of revised price lists, by the manufacturer.

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3.0 TERMS AND CONDITIONS

3.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.2 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All offers submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.


3.3 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members click on the following link: <http://www.maricopa.gov/materials/SAVE/SAVE-members.PDF>

3.4 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.5 FOB DESTINATION quoted shall be FOB destination to: City of Glendale, Arizona.

3.6 TERM OF AGREEMENT The term of this agreement shall be for a one (1) year initial period.

3.7 OPTION TO EXTEND The City, may, at its option and upon mutual agreement with the Contractor, extend the term of this agreement for an additional four (4) years. Contractor shall be notified in writing by the City Materials Manager of the City's intention

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to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period.


- 3.8 **PRICE ADJUSTMENTS** Price adjustments will only be reviewed during contract renewal.
- 3.9 **DELIVERY TIME** All deliveries shall be made within the Police Department office hours, Monday through Friday, excluding holidays.
- 3.10 **CHANGES OR ADDITIONS OF PRODUCTS OR SERVICES** The City reserves the right to revise or make changes within the general Specifications as deemed necessary to best serve the interest of the City. All changes shall be documented by formal amendment to the contract.
- 3.11 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.
- 3.12 **INSURANCE** The Contractor, performing as an independent Contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.

Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier, showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A-" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City as an additional insured and shall be primary and non-contributory coverage. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Consultant even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor must provide certification of insurance compliance within ten (10) calendar days after notification of award. Certification must include: name and address of insurance

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company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without thirty (30) days written notice to the City.

Certification to be submitted to: Materials Management, 5850 West Glendale Avenue, Suite 317, Glendale, Arizona 85301.

<u>Type of Insurance</u> <u>(Minimum)</u>	<u>Limits of Liability</u>
Workers' Compensation	Statutory
Employer's Liability	
Each Accident	\$100,000
Disease-Each Employee	\$100,000
Disease-Policy Limit	\$500,000

Commercial General Liability shall cover liability arising from bodily injury, property damage, products-completed operations, personal and advertising injury, independent Contractors, and broad form contractual coverage.

Each Occurrence	\$1,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$2,000,000
Products-Completed Operations	\$1,000,000

Automobile Liability – Including bodily injury and property damage for any owned, hired and non-owned vehicles used in the performance of the services.


Combined Single Limit (CSL)	\$1,000,000
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Professional Liability (Errors and Omissions) coverage shall apply to liability for a professional error, act or omission arising out of the scope of services as defined.

Per Claim	\$1,000,000
Policy Aggregate	\$2,000,000

3.13 WORKERS' COMPENSATION Contractor shall be in full compliance with the provisions of the Arizona Workers' Compensation Law (Title 23, Chapter 6, Arizona Revised Statutes) as amended, and all rules and regulations of the Industrial Commission of Arizona made in pursuance thereof. Contractor shall secure payment of compensation to employees by insuring the payment of such compensation with the State Compensation Fund or any insurance company authorized by the Insurance Department of Arizona to transact business in the State of Arizona.

Contractor further agrees that he shall require any and all subcontractors performing work under the agreement to comply with said Workers' Compensation Law. It is expressly

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understood and agreed that all persons employed directly or indirectly by the Contractor, or any of his subcontractors, shall be considered the employees of such Contractor, or his subcontractor(s), and not the employees of the City.

3.14 EMERGENCY BUSINESS SERVICES During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor’s emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.


All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet (Section 4.0). In general, the order will be placed using a City Procurement Card.

3.15 CONTRACT CANCELLATION The City reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

- 3.15.1 The Contractor provides personnel that do not meet the requirements of the contract.
- 3.15.2 The Contractor fails to perform adequately the services required in the contract.
- 3.15.3 The Contractor attempts to impose on the City, personnel, which are of an unacceptable quality.
- 3.15.4 The Contractor fails to furnish or finish the required product and/or service within the time stipulated in the contract.
- 3.15.5 The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the City may resort to any single or combination of the following remedies:

- a. Cancel the contract;
- b. Reserve all rights or claims to damage for breach of any covenants of the contract;
- c. Perform any test or analysis on materials for compliance with the specifications of the contract. If the results of any test or analysis find a material non-compliant with the specifications, the actual expense of testing shall be borne by the Contractor;

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- d. In case of default, the City reserves the right to purchase materials or to complete the required work in accordance with the City Procurement Code. The City may recover any actual excess costs from the contractor by:
1. Deduction from an unpaid balance;
 2. Any combination of the above or any other remedies as provided by law.

3.16 WARRANTIES Contractor warrants that all materials, service, or construction delivered under this contract shall conform to the specifications of this contract. Any defects of design, workmanship, or materials, that would result in non-compliance with the contract specification, shall be fully corrected by the Contractor (including labor and materials) without additional cost to the City.

3.17 NON-DISCRIMINATION By submitting this Offer, Contractor agrees not to 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.



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4.0

OFFER SHEET

CONDITIONAL ACCEPTANCE

INVITATION FOR BID NO. IFB 15-22
DESCRIPTION: POLICE UNIFORM AND EQUIPMENT

1. This is to notify you that on _____, 2015, the Glendale City Council will be voting to award IFB 15-22 to your company _____.
2. Subject to City Council approval, this notification constitutes a conditional acceptance of your offer to provide the materials listed on the Price Sheet. All terms and conditions of the IFB shall apply.
3. The term of the proposal Agreement shall be a one (1) year initial period with the option of the City and with the approval of the Contractor to extend the proposed agreement for four (4) additional years in one (1) year increments based on satisfactory contract performance.
4. A Department administrator will oversee the proposed Agreement for the City. The City's contract administrator is _____.
5. This Conditional Acceptance does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Acceptance with this offer. Failure to furnish a signed copy of this document to the City of Glendale will be considered a default, and your refusal to contract with the City. The City is entitled to any remedies or rights as may be granted by law.

OFFER

The Undersigned hereby offers and agrees to furnish the material or service in compliance with all terms, conditions, specifications and amendments in the Solicitation and any written exceptions in the offer.

Contractor Name: FX TACTICAL Contractor Signature: [Signature]
 Company Address: 8948 W. CACTUS RD Printed Name and Title: JEFF GREGORY, GM
PEORIA, AZ 85381 Email Address: JGREGORY@FX-TACTICAL.COM

ACCEPTANCE OF OFFER

The Offer is conditionally accepted. The Contractor is now bound to sell the materials or services specified in the IFB, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this proposed Agreement until City Council has approved the expenditure and Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
 Printed Name and Title: Richard A. Bowers, Acting City Manager
 Date: _____



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5.0

PRICE SHEET

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price represents the price of each item which includes shipping and delivery, alterations required by the Police Department, fees, licenses, insurance and any other associated direct or indirect costs. Taxes shall not be included in the unit price.

5.1 POLICE UNIFORM AND EQUIPMENT					
Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
DUTY GEAR					
5.1.1	15	Each	Black Leather Duty Belt-plain finish, buckleless, Safariland Brand, Model# SAF-94-2	\$ 49.99	\$ 749.85
5.1.2	15	Each	Black Reversible Inner Belt-plain finish, Safariland Brand, Model# SAF-99-2-2	\$ 23.99	\$ 359.85
5.1.3	15	Each	Black Glock 21 ASL Level 1 with Mid-Ride STX Tactical finish holster with light (right hand), Safariland Brand, Model# SAF-6395-3832-131	\$ 79.99	\$ 1199.85
5.1.4	15	Each	Black Glock 21 ALS Level 1 with Mid-Ride STX Tactical finish Holster with light (left hand), Safariland Brand, Model# SAF-6395-3832-132	\$ 79.99	\$ 1199.85
5.1.5	15	Each	Black Glock 22 ALS Level 1 with Mid-Ride STX Tactical finish Holster with light (right hand), Safariland Brand, Model# SAF-6390-832-131	\$ 79.99	\$ 1199.85
5.1.6	15	Each	Black Glock 22 ALS Level 1 with Mid-Ride STX Tactical finish Holster with light (left hand), Safariland Brand, Model# SAF-6390-832-132	\$ 79.99	\$ 1199.85
5.1.7	15	Each	Black AccuMold Elite Triple Threat II Magazine Pouch-Size 4		



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			(for Glock 21), Bianchi Brand	\$ 20.99	\$ 314.85
5.1.8	15	Each	Black AccuMold Elite Triple Threat II Magazine Pouch-Size 2 (for Glock 22), Bianchi Brand, Model# 7922	\$ 20.99	\$ 314.85
5.1.9	15	Each	Black Leather Mace Holder Open Top-tall, Safariland Brand, Model# SAF-37-2	\$ 16.99	\$ 254.85
5.1.10	15	Each	Black Leather Mace Holder Open Top-short, Safariland Brand, Model# SAF-37-3-2	\$ 16.99	\$ 254.85
5.1.11	15	Each	Black Leather Mini Flashlight Carrier(fits streamlight stinger), Model# SAF-306-11-2	\$ 16.99	\$ 254.85
5.1.12	15	Each	Black Leather Handcuff Pouch-top flap, Model# SAF90-2HS	\$ 19.99	\$ 299.85
5.1.13	15	Each	Black Leather Belt Keeper, Model# SAF-62-4-2HS	\$ 14.99	\$ 224.85
5.1.14	15	Each	Streamlight Stinger DS LED HL with AC/DC charging cords, Model# 75813	\$ 114.99	\$ 1724.85
5.1.15	15	Each	Nickel Plated Whistle with cover	\$ 7.99	\$ 119.85
5.1.16	15	Each	Gould & Goodrich Nylon Hobble Restraint, Model# GG-X188	\$ 13.99	\$ 209.85
5.1.17	15	Each	Peerless chain handcuffs-nickel, Model# PR-701	\$ 20.99	\$ 314.85
5.1.18	15	Each	POSSE box citation case -silver, Model# PB-SSA45	\$ 23.99	\$ 359.85
			POLICE UNIFORMS		
5.1.19	15	Each	Black Flying Cross short sleeve shirts, Flying Cross, Model# 97R6610	\$ 39.99	\$ 599.85
5.1.20	15	Each	Black Flying Cross long sleeve shirts, Flying Cross Brand, Model# 47W6610	\$ 44.99	\$ 674.85
5.1.21	15	Each	Black Flying Cross poly pants, Flying Cross Brand, Model# 3910	\$ 36.99	\$ 554.85
5.1.22	15	Each	Black 5.11 Double Duty Jacket, 5.11 Brand, Model# 48096	\$ 88.99	\$ 1334.85

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5.1.23	30	Each	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	\$ <u>57.99</u>	\$ <u>1739.70</u>
5.1.24	15	Each	Black Olympic short sleeve polo shirt, Olympic Brand, Model# CMP126	\$ <u>51.99</u>	\$ <u>779.85</u>
			DETENTION UNIFORMS		\$ 5683.95
5.1.25	15	Each	Grey short sleeve polo, Blauer Brand, Model# Blauer 8139	\$ <u>33.99</u>	\$ <u>509.85</u>
5.1.26	15	Each	Grey long sleeve polo, Blauer Brand, Model# Blauer 8149	\$ <u>36.99</u>	\$ <u>554.85</u>
5.1.27	15	Each	Grey short sleeve Class B shirt, Blauer Brand, Model# Blauer 8675	\$ <u>39.99</u>	\$ <u>599.85</u>
5.1.28	15	Each	Grey long sleeve Class A/B shirt, Blauer Brand, Model# Blauer 8670	\$ <u>43.99</u>	\$ <u>659.85</u>
5.1.29	15	Each	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	\$ <u>57.99</u>	\$ <u>869.85</u>
			SECURITY OFFICER UNIFORMS		\$ 3194.25
5.1.30	15	Each	Chicago Blue long sleeve Flying Cross, Flying Cross Brand	\$ <u>39.99</u>	\$ <u>599.85</u>
5.1.31	15	Each	Black Flying Cross poly pants, Flying Cross Brand, Model# 3910	\$ <u>36.99</u>	\$ <u>554.85</u>
5.1.32	15	Each	French Blue polo shirt, Olympic Brand	<u>51.99</u>	<u>779.85</u>
5.1.33	15	Each	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	\$ <u>57.99</u>	\$ <u>869.85</u>
			PADDLE HOLSTER Available in right or left handed Available to fit the Glock Model 27, 23 or 22		\$ 2804.40
5.1.34	20	Each	Paddle Holster, leather, black in color (Investigations)	\$ <u>39.99</u>	\$ <u>799.80</u>



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POLICE RAID T-SHIRT (Investigations) Available in sizes Small-XXXL				
5.1.35	20	Each	Police Raid T-Shirts (Investigations), black in color, Gold 5" "POLICE" lettering on front and back	<p align="right">\$ <u>11.99</u></p> <p align="right">\$ <u>239.80</u></p>

TACTICAL VEST CARRIER (Investigations) Available in sizes Small-XXL Available for Men and Women				
5.1.36	20	Each	Tactical Vest Carrier- Investigations, Point Blank model, black in color, Velcro removal pouches; White "POLICE" lettering on front and back.	<p align="right">\$ <u>224.99</u></p> <p align="right">\$ <u>4499.99</u></p>

Grand Total (Item Nos. 5.1.1 through 5.1.36)				\$ <u>27,759.³⁰</u>
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OTHER ITEMS

For other items not covered above, Offerors shall submit a DISCOUNT PERCENT off of published manufacturer's suggested list/retail price as evidenced by a manufacturer's published price list (See Section 2.17).

Item No.	DESCRIPTION	Percent Discount Off of Price List
5.1.37	Discount Percent off of published manufacturer's Price List:	
	Manufacturer: <u>S.II TACTICAL</u> Published Date: <u>7.1.15</u>	<u>31</u> %
	Manufacturer: <u>SAFARI LAND</u> Published Date: <u>2.1.15</u>	<u>35</u> %
	Manufacturer: <u>POINT BLANK ARMOR</u> Published Date: <u>4.1.15</u>	<u>44</u> %
	<u>FLYING CROSS</u> <u>2.2.15</u>	<u>40</u> %




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- 5.2 **TAX AMOUNT** Offerors should not include transaction use tax or federal tax in their unit price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration. Tax: 3.1 %
- 5.3 **DELIVERY** Offeror states that all orders shall be delivered within **30** calendar days after receipt of purchase order, contract release document or written notice to proceed from the Police Department.
- 5.4 **PROCUREMENT CARD ORDERING CAPABILITY** Please check appropriate box.
 YES, I will accept payment under this contract with the Procurement Card.
 NO, I will not accept payment under this contract with the Procurement Card.

Company Name: FX TACTICAL

 GLENDALE	SOLICITATION ADDENDUM		CITY OF GLENDALE Materials Management 5850 W. Glendale Avenue Suite 317 Glendale, AZ 85301 Phone: (623) 930-2866
	Solicitation Number: IFB 15-22 Addendum No. 1	Page 1 of 3	
Solicitation Due Date: April 21, 2015 2:00 P.M. (Local Time)			

IFB 15-22

**POLICE UNIFORM AND EQUIPMENT
ADDENDUM NO. 1**

The following revisions and clarifications have been made to Invitation for Bid No. 15-22:

1. BID DUE DATE AND TIME has been changed to:

April 21, 2015, 2:00 PM, LOCAL TIME

2. Price Sheet Item Nos. 5.1.37, 5.1.38, and 5.1.39 has been ADDED to the IFB 15-22 Price Sheet (See attached ADDENDUM No. 1 PRICE SHEET).

3. The following are bidders' questions and the City's responses:

QUESTION: Line 5.1.7 – Black Accumold Elite Triple Threat II Magazine Pouch - Size 4 (for Glock 21) Bianchi Brand. Is this Bianchi Model 7922? What finish? Plain, Basket, Hi Gloss?

RESPONSE: Plain finish

QUESTION: Line 5.1.8 – Black Accumold Elite Triple Threat II Magazine Pouch - Size 2 (for Glock 22) Bianchi Brand. What finish? Plain, Basket, Hi-gloss?

RESPONSE: Plain finish

QUESTION: Line 5.1.30 - You're asking for a French Blue Polo from Olympic, I was curious if the polo you are requesting needs to have pockets or no pockets and if you are looking for long sleeve or short sleeve.

RESPONSE: The polo shirt has one pocket. The button up shirt has two pockets.

QUESTION: Line 5.1.34 -You're requesting a Paddle Holster Black in color and leather, do you have any specific brands that you used in the past for Investigations?

RESPONSE: The Department currently uses the Safariland ALS 6390 in STX finish.



GLENDAL

SOLICITATION ADDENDUM

Solicitation Number: **IFB 15-22** Addendum No. 1 Page 2 of 3
Solicitation Due Date: April 21, 2015 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

ADDENDUM NO. 1 PRICE SHEET

5.0 PRICE

Offerors shall thoroughly complete the Price Sheet as requested. The Unit Price represents the price of each item which includes shipping and delivery, alterations required by the Police Department, fees, licenses, insurance and any other associated direct or indirect costs. Taxes shall not be included in the unit price.

Item No.	Estimated Annual Quantities (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)
			POLICE POLO SHIRT AND PANTS Available in Sizes Small-XXL Available for Men and Women		
5.1.37	15	Each	Black 5.11 Performance polo shirt with pocket, long sleeves, 100% polyester	\$ <u>40.99</u>	\$ <u>614.85</u>
5.1.38	15	Each	Black 5.11 Performance polo shirt with pocket, short sleeves, 100% polyester	\$ <u>36.99</u>	\$ <u>554.85</u>
5.1.39	15	Each	Black 5.11 Stryker pant, Polyester/Cotton flex-tac fabric	\$ <u>51.79</u>	\$ <u>776.85</u>
Sub-total Amount (Item Nos. 5.1.37 through 5.1.39)					\$ <u>1946.55</u>

All other solicitation provisions, terms and conditions and scope of work shall remain the same. Offerors must acknowledge receipt and acceptance by returning this addendum with their proposal.



GLENDALÉ

SOLICITATION ADDENDUM

Solicitation Number: **IFB 15-22** Addendum No. 1 Page 3 of 3

Solicitation Due Date: April 21, 2015 2:00 P.M. (Local Time)

CITY OF GLENDALE
Materials Management
5850 W. Glendale Avenue
Suite 317
Glendale, AZ 85301
Phone: (623) 930-2866

Name of Company: FX TACTICAL

Address: 8948 W. CACTUS RD, PHOENIX AZ 85381

Authorized Signature: 

Print Name and Title: JEFF GREGORY, Gen. MANAGER



BID TABULATION SHEET

FINANCE DEPARTMENT/MATERIALS MANAGEMENT

IFB NAME: POLICE UNIFORM & EQUIPMENT

IFB NO: 15-22

DUE DATE: April 21, 2015

CONTRACT ANALYST: Elmer Garcia

				PROFORCE LAW ENFORCEMENT		ARIZONA TACTICAL		CAMELBACK UNIFORMS		SKAGGS PUBLIC SAFETY UNIFORMS		FX TACTICAL		PRIDE GROUP LLC		L.N. CURTIS & SONS	
Item No.	Est Annual Qty (A)	Unit of Measure	Description	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)	Unit Price (B)	Extended Amount (A X B)
DUTY GEAR																	
5.1.1	15	EACH	Black Leather Duty Belt-plain finish, buckless, Safariland Brand, Model# SAF-94-2	\$47.53	\$712.95	\$54.00	\$810.00	\$69.20	\$1,038.00	\$54.99	\$824.85	\$49.99	\$749.85	No Bid	No Bid	\$50.14	\$752.10
5.1.2	15	EACH	Black Reversible Inner Belt-plain finish, Safariland Brand, Model# SAF-99-2-2	\$23.63	\$354.45	\$26.75	\$401.25	\$29.50	\$442.50	\$26.99	\$404.85	\$23.99	\$359.85	No Bid	No Bid	\$25.43	\$381.45
5.1.3	15	EACH	STX Tactical finish holster with light (right hand), Safariland Brand, Model# SAF-6395-3832-131	\$80.99	\$1,214.85	\$91.75	\$1,376.25	\$90.00	\$1,350.00	\$89.99	\$1,349.85	\$79.99	\$1,199.85	No Bid	No Bid	\$83.95	\$1,259.25
5.1.4	15	EACH	STX Tactical finish Holster with light (left hand), Safariland Brand, Model# SAF-6395-3832-132	\$80.99	\$1,214.85	\$91.75	\$1,376.25	\$90.00	\$1,350.00	\$89.99	\$1,349.85	\$79.99	\$1,199.85	No Bid	No Bid	\$83.95	\$1,259.25
5.1.5	15	EACH	STX Tactical finish Holster with light (right hand), Safariland Brand, Model# SAF-6390-832-131	\$80.99	\$1,214.85	\$91.75	\$1,376.25	\$90.00	\$1,350.00	\$89.99	\$1,349.85	\$79.99	\$1,199.85	No Bid	No Bid	\$83.95	\$1,259.25
5.1.6	15	EACH	STX Tactical finish Holster with light (left hand), Safariland Brand, Model# SAF-6390-832-132	\$80.99	\$1,214.85	\$91.75	\$1,376.25	\$90.00	\$1,350.00	\$89.99	\$1,349.85	\$79.99	\$1,199.85	No Bid	No Bid	\$0.00	\$0.00
5.1.7	15	EACH	Black AccuMold Elite Triple Threat II Magazine Pouch-Size 4 (for Glock 21), Bianchi Brand	\$20.05	\$300.75	\$22.80	\$342.00	\$26.00	\$390.00	\$22.99	\$344.85	\$20.99	\$314.85	No Bid	No Bid	\$21.74	\$326.10
5.1.8	15	EACH	Black AccuMold Elite Triple Threat II Magazine Pouch-Size 2 (for Glock 22), Bianchi Brand, Model# 7922	\$20.05	\$300.75	\$22.80	\$342.00	\$26.00	\$390.00	\$22.99	\$344.85	\$20.99	\$314.85	No Bid	No Bid	\$21.74	\$326.10
5.1.9	15	EACH	Black Leather Mace Holder Open Top-tall, Safariland Brand, Model# SAF-37-2	\$16.48	\$247.20	\$18.75	\$281.25	\$21.00	\$315.00	\$18.99	\$284.85	\$16.99	\$254.85	No Bid	No Bid	\$18.05	\$270.75
5.1.10	15	EACH	Black Leather Mace Holder Open Top-short, Safariland Brand, Model# SAF-37-3-2	\$16.48	\$247.20	\$18.75	\$281.25	\$21.00	\$315.00	\$18.99	\$284.85	\$16.99	\$254.85	No Bid	No Bid	\$18.05	\$270.75
5.1.11	15	EACH	Black Leather Mini Flashlight Carrier(fits streamlight stinger), Model# SAF-306-11-2	\$16.35	\$245.25	\$18.60	\$279.00	\$21.00	\$315.00	\$18.99	\$284.85	\$16.99	\$254.85	No Bid	No Bid	\$17.91	\$268.65
5.1.12	15	EACH	Black Leather Handcuff Pouch-top flap, Model# SAF90-2HS	\$19.23	\$288.45	\$21.85	\$327.75	\$26.00	\$390.00	\$21.99	\$329.85	\$19.99	\$299.85	No Bid	No Bid	\$20.89	\$313.35
5.1.13	15	EACH	Black Leather Belt Keeper, Model# SAF-62-4-2HS	\$13.74	\$206.10	\$15.65	\$234.75	\$25.00	\$375.00	\$15.99	\$239.85	\$14.99	\$224.85	No Bid	No Bid	\$15.21	\$228.15
5.1.14	15	EACH	Streamlight Stinger DS LED HL with AC/DC charging cords, Model# 75813	\$97.88	\$1,468.20	\$156.00	\$2,340.00	\$125.00	\$1,875.00	\$114.99	\$1,724.85	\$114.99	\$1,724.85	\$118.90	\$1,783.50	\$113.15	\$1,697.25
5.1.15	15	EACH	Nickel Plated Whistle with cover	No Bid	No Bid	No Bid	No Bid	\$10.00	\$150.00	\$4.99	\$74.85	\$7.99	\$119.85	No Bid	No Bid	No Bid	No Bid
5.1.16	15	EACH	Gould & Goodrich Nylon Hobble Restraint, Model# GG-X188	No Bid	No Bid	No Bid	No Bid	\$15.00	\$225.00	\$10.49	\$157.35	\$13.99	\$209.85	No Bid	No Bid	\$20.90	\$313.50
5.1.17	15	EACH	Peerless chain handcuffs-nickel, Model# PR-701	No Bid	No Bid	\$27.75	\$416.25	\$30.00	\$450.00	\$22.99	\$344.85	\$20.99	\$314.85	No Bid	No Bid	\$21.57	\$323.55

5.1.18	15	EACH	POSSE box citation case –silver, Model# PB-SSA45	No Bid	No Bid	No Bid	No Bid	NA	NA	\$21.99	\$329.85	\$23.99	\$359.85	No Bid	No Bid	No Bid	No Bid
Sub-Total (Item 5.1.1 through 5.1.18)				Incomplete Bid		Incomplete Bid		Incomplete Bid			\$11,374.80		\$10,557.30	Incomplete Bid		Incomplete Bid	

POLICE UNIFORMS																	
5.1.19	15	EACH	Black Flying Cross short sleeve shirts, Flying Cross, Model# 97R6610	No Bid	No Bid	No Bid	No Bid	NA	NA	\$42.99	\$644.85	\$39.99	\$599.85	No Bid	No Bid	\$37.50	\$562.50
5.1.20	15	EACH	Black Flying Cross long sleeve shirts, Flying Cross Brand, Model# 47W6610	No Bid	No Bid	No Bid	No Bid	NA	NA	\$47.99	\$719.85	\$44.99	\$674.85	No Bid	No Bid	\$41.25	\$618.75
5.1.21	15	EACH	Black Flying Cross poly pants, Flying Cross Brand, Model# 3910	No Bid	No Bid	No Bid	No Bid	NA	NA	\$35.25	\$528.75	\$36.99	\$554.85	No Bid	No Bid	\$35.25	\$528.75
5.1.22	15	EACH	Black 5.11 Double Duty Jacket, 5.11 Brand, Model# 48096	No Bid	No Bid	No Bid	No Bid	\$108.00	\$1,620.00	\$117.49	\$1,762.35	\$88.99	\$1,334.85	No Bid	No Bid	\$97.60	\$1,464.00
5.1.23	30	EACH	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$57.99	\$1,739.70	No Bid	No Bid	\$34.25	\$1,027.50
5.1.24	15	EACH	Black Olympic short sleeve polo shirt, Olympic Brand, Model# CMP126	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$51.99	\$779.85	No Bid	No Bid	No Bid	No Bid
Sub-Total (Items 5.1.19 through 5.1.24)				Incomplete Bid		Incomplete Bid		Incomplete Bid		Incomplete Bid			\$5,683.95	Incomplete Bid		Incomplete Bid	

DETENTION UNIFORMS																	
5.1.25	15	EACH	Grey short sleeve polo, Blauer Brand, Model# Blauer 8139	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$33.99	\$509.85	No Bid	No Bid	\$29.50	\$442.50
5.1.26	15	EACH	Grey long sleeve polo, Blauer Brand, Model# Blauer 8149	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$36.99	\$554.85	No Bid	No Bid	\$32.00	\$480.00
5.1.27	15	EACH	Grey short sleeve Class B shirt, Blauer Brand, Model# Blauer 8675	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$39.99	\$599.85	No Bid	No Bid	\$34.75	\$521.25
5.1.28	15	EACH	Grey long sleeve Class A/B shirt, Blauer Brand, Model# Blauer 8670	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$43.99	\$659.85	No Bid	No Bid	\$37.75	\$566.25
5.1.29	15	EACH	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$57.99	\$869.85	No Bid	No Bid	\$44.00	\$660.00
Sub-Total (Items 5.1.25 through 5.1.29)				Incomplete Bid		Incomplete Bid		Incomplete Bid		Incomplete Bid			\$3,194.25	Incomplete Bid		\$2,670.00	

SECURITY OFFICER UNIFORMS																	
5.1.30	15	EACH	Chicago Blue long sleeve Flying Cross, Flying Cross Brand	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$39.99	\$599.85	No Bid	No Bid	No Bid	No Bid
5.1.31	15	EACH	Black Flying Cross poly pants, Flying Cross Brand, Model# 3910	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$36.99	\$554.85	No Bid	No Bid	\$34.25	\$513.75
5.1.32	15	EACH	French Blue polo shirt, Olympic Brand	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$51.99	\$779.85	No Bid	No Bid	No Bid	No Bid
5.1.33	15	EACH	Black Fechheimer Cross cargo pant, Flying Cross Brand, Model# 39310	No Bid	No Bid	No Bid	No Bid	NA	NA	NA	NA	\$57.99	\$869.85	No Bid	No Bid	\$44.00	\$660.00
Sub-Total (Items 5.1.30 through 5.1.33)				Incomplete Bid		Incomplete Bid		Incomplete Bid		Incomplete Bid			\$2,804.40	Incomplete Bid		Incomplete Bid	

PADDLE HOLSTER Available in right or left handed Available to fit the Glock Model 27, 23 or 21																	
5.1.34	20	EACH	Paddle Holster, leather, black in color (Investigations)	\$34.89	\$697.80	\$32.50	\$650.00	\$85.00	\$1,700.00	NA	NA	\$39.99	\$799.80	No Bid	No Bid	\$48.44	\$968.80
Sub-Total (Item 5.1.34)					\$697.80		\$650.00		\$1,700.00		\$0.00		\$799.80	Incomplete Bid			\$968.80

POLICE RADE T-SHIRT (INVESTIGATIONS) Available in sizes Small-XXXL																	
5.1.35	20	EACH	Police Raid T-Shirts (Investigations), black in color, Gold 5" "POLICE" lettering on front and back	No Bid	No Bid	No Bid	No Bid	\$20.00	\$400.00	\$15.99	\$319.80	\$11.99	\$239.80	No Bid	No Bid	\$8.90	\$178.00
Sub-Total (Item 5.1.35)				Incomplete Bid		Incomplete Bid			\$400.00		\$319.80		\$239.80	Incomplete Bid			\$178.00

TACTICAL VEST CARRIER (INVESTIGATIONS) Available in sizes Small-XXXL, Available for Men & Women																	
5.1.36	20	EACH	Blank model, black in color, Velcro removal pouches; White "POLICE" lettering on front and back.	No Bid	No Bid	\$149.00	\$2,980.00	NA	NA	\$189.99	\$3,799.80	\$224.99	\$4,499.80	No Bid	No Bid	No Bid	No Bid
Sub-Total (Item 5.1.36)				Incomplete Bid			\$2,980.00	Incomplete Bid			\$3,799.80		\$4,499.80	Incomplete Bid		Incomplete Bid	

POLICE POLO SHIRT AND PANTS Available in Sizes Small-XXL, Available for Men & Women																			
5.1.37	15	EACH	Black 5.11 Performance polo shirt with pocket, long sleeves, 100% polyester	No Bid	No Bid	No Bid	No Bid	\$45.00	\$675.00	\$28.99	\$434.85	\$30.99	\$464.85	\$40.99	\$614.85	No Bid	No Bid	\$29.50	\$442.50
5.1.38	15	EACH	Black 5.11 Performance polo shirt with pocket, short sleeves, 100% polyester	No Bid	No Bid	No Bid	No Bid	\$34.00	\$510.00	\$23.99	\$359.85	\$24.99	\$375.85	\$36.99	\$554.85	No Bid	No Bid	\$32.00	\$480.00
5.1.39	15	EACH	Black 5.11 Stryker pant, Polyester/cotton flex-tax fabric	No Bid	No Bid	No Bid	No Bid	\$59.00	\$885.00	\$38.49	\$577.35	\$51.79	\$776.85	No Bid	No Bid	\$41.00	\$615.00		
Sub-Total (Items 5.1.37 through 5.1.39)				Incomplete Bid		Incomplete Bid			\$2,070.00				\$1,946.55	Incomplete Bid			\$1,537.50		

Grand Total (Items 5.1.1 through 5.1.39)				Incomplete Bid		Incomplete Bid		Incomplete Bid		Incomplete Bid		\$29,725.85		Incomplete Bid		Incomplete Bid	
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OTHER ITEMS								
For other items not covered above, Offerors shall submit a DISCOUNT PERCENT off of published Manufacturer's Suggested List/Retail Price (MSRP)								
Item No.	DESCRIPTION	PROFORCE LAW ENFORCEMENT	ARIZONA TACTICAL	CAMELBACK UNIFORMS	SKAGGS PUBLIC SAFETY UNIFORMS	FX TACTICAL	PRIDE GROUP	L.N. CURTIS & SONS
		Percent Discount Off of Price List	Percent Discount Off of Price List	Percent Discount Off of Price List	Percent Discount Off of Price List	Percent Discount Off of Price List	Percent Discount Off of Price List	Percent Discount Off of Price List
5.1.37	Discount Percent Off of published manufacturer's Price List							
	Manufacturer: BLAUER							15%
	Manufacturer: 5.11 TACTICAL			15%		31%		
	Manufacturer: POINT BLANK ARMOR					44%		
	Manufacturer: FLYING CROSS					40%		
	Manufacturer: SAFARILAND			15%		35%		10%
	Manufacturer: STREAMLIGHT						42%	
	Manufacturer: UNITED SHIELD		25%					
	Manufacturer: SUREFIRE		15%					
	Manufacturer: BATES		15%					

AWARD DETERMINATION
Award is recommended to: <u>FX TACTICAL</u> (Items 5.1.1 through 5.1.39 including applicable discounts)
FX TACTICAL is determined to be the lowest, responsible and responsive bidder whose bid conforms in all material respects to the requirements and criteria set forth in the Invitation for Bids.



Legislation Description

File #: 15-499, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH CRISIS PREPARATION AND RECOVERY, INC. AND APPROVE THE EXPENDITURE OF FUNDS FOR PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Crisis Preparation and Recovery, Inc., and approve the expenditure of funds for psychological services for the Police Department in amount not to exceed \$100,000 (\$20,000 for the initial one (1) year period, and an additional \$20,000 per year for up to four (4) one-year extensions).

Background

The inherent stresses with police work require specialized psychological services. A critical incident may cause a traumatic stress reaction, and repeated involvement with victims of crime may trigger increased secondary stress due to the disturbing nature of some crimes. Furthermore, exposure to repeated critical incidents; the cumulative effects of high intensity scenes; the inexperience of an officer; or a personal connection to an investigation may increase traumatic harm to a police employee. Post-traumatic stress can affect officers, employees, families, and co-workers. Stress can have an adverse psychological impact on an employee, both professionally and personally. Professional mental health intervention is important to mitigate the potential impact of post-traumatic stress.

It can be difficult for police employees to receive comprehensive and effective professional emotional support from conventional mental health services, which can lack in-depth knowledge of police operations and police culture. In addition to the mental health benefits provided by City health insurance and the Employee Assistance Program (EAP), police employees may need individual counseling that is specific to the special stresses of police work and can be of assistance in the aftermath of traumatic events. In order to obtain the most cost-effective pricing, while meeting the specific needs of the Police Department, and an opportunity for a multi-year agreement, it was determined that a Request for Proposals (RFP) through the Materials Management Department was the most suitable option.

Analysis

Materials Management developed specifications to receive proposals and opened RFP 15-07 on April 2, 2015. Two (2) offers were received and Crisis Preparation and Recovery, Inc. was determined to be the most advantageous to the City and best met the overall needs of the City taking into consideration the evaluation of factors set forth in the RFP. Upon approval by Council, the initial term of the agreement is for one (1) year. There is an option to extend the term of the agreement, upon mutual agreement of the parties, for an additional four (4) years. Upon approval, Council also authorizes renewals at the City Manager's discretion.

Previous Related Council Action

On May 11, 2010, City Council authorized the City Manager to enter into an agreement with Dr. Jeni McCutcheon to provide psychological support services.

Budget and Financial Impacts

Funding for the first year costs is available in the Fiscal year 2015-16 Police Department operating budget. Annual funding thereafter is contingent upon Council approval of the proposed budgets. Total expenditures are not to exceed \$100,000 over the complete term of this agreement.

Cost	Fund-Department-Account
\$20,000	1000-12120-518200, Professional and Contractual

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
Psychological Services for the Police Department
City of Glendale Solicitation No. RFP 15-07**

This Agreement for Psychological Services for the Police Department ("Agreement") is entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Crisis Preparation and Recovery, Inc., an Arizona corporation (the "Consultant") as of the ____ day of _____, 2015.

RECITALS

- A. City intends to augment psychological support resources available to police personnel and their families. Psychological counseling and assessment services will be made available to police personnel and members of their immediate family for issues, concerns or needs related to employment, marriage, parenting, substance abuse, stress, grief or other related personal matters, as more fully set forth in Solicitation No. RFP 15-07, Psychological Services for the Police Department, ("Counseling and Assessment Services") **Exhibit A** attached hereto;
- B. City desires to retain the services of Consultant to perform those specific counseling and assessment services as set forth in the RFP attached hereto;
- C. City and Consultant 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 Consultant agree as follows:

I. Counseling and Assessment Services and Training.

- 1. **Training.** Professional training may be requested by department personnel to enhance professional understanding of specific psychological related topics. These may include educational presentations at in-service trainings, police academies, or other citywide events. Occasionally, police trainers, supervisors, administrators or department leaders may request consultation with a professional psychologist or psychiatrist to develop training; assist with the supervision or evaluation of police personnel; or for recommendations in handling a sensitive or volatile situation.
- 2. **Counseling and Assessment Services.** Consultant will provide all counseling and assessment services necessary in a timely and efficient manner consistent with City's requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other Consultants or consultants, retained by City.

- (A) The Consultant shall be a licensed professional psychologist or psychiatrist with
- (B) significant experience working with the culture of law enforcement to augment existing stress management programs; participate in the development of these programs; offer one-on-one counseling to employees who have been exposed to traumatic events; provide post shooting interventions as required by the department; and facilitate both individual and group debriefings as requested.
- (C) The Consultant may not concurrently conduct employer mandated “fitness for duty” evaluations for the City of Glendale.
- (D) The Consultant shall provide at least one contact telephone number to the police department by which the consultant can be contacted during normal business hours (Monday through Friday, 8:00 AM to 6:00 PM). If unavailable, a messaging service and/or mechanism needs to be established. Urgent messages must be returned within one hour. In the event that the primary consultant is unavailable, the Consultant shall provide the name and contact number for another equally qualified member of their organization or staff who can be contacted by phone or return a phone call within 1 hour.
- (E) The Consultant shall provide at least one after hours contact telephone number to the police department by which the Consultant can be contacted outside normal business hours. This number will be used in the event of serious injury to police personnel; line of duty death; or a catastrophic and/or fatal injury to employee.
- (F) The Consultant shall identify with names, resumes and contact information all members to whom the City may expect services in the absence of the consultant. The contract administrator must approve all associates prior to performance with the City.

II. Critical Incidents.

1. A line of duty death or potentially fatal injury to an employee is perhaps the most extreme stressor employees of a police agency can experience. If such an incident should occur affecting a Glendale police employee, the Consultant may be requested to respond to the hospital, a police facility to assist those impacted by the incident, or directly to the scene to intervene with responding officers and/or employees. The Consultant shall respond to the desired location within 2 hours of being notified.
2. The Consultant may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, threat assessments, homicide investigations, and other high risk, complex incidents where the Consultant may be able to assist in resolving the incident through psychological profiling, hostage negotiation tactics, or other psychological interventions.
3. Individual counseling and/or debriefings for employees involved in critical incidents shall occur as requested by the Contract Administrator. Intervention with affected employees shall occur within 72 hours of the incident unless otherwise approved by the Contract Administrator.

4. In addressing the needs of the department after a critical incident, the Consultant shall work in collaboration with services provided by the Crisis Service Coordinator, the Peer Support Team, and/or the Critical Incident Stress Management Team.
5. No more than 100 hours of critical incident activities can be expected each contract year.

III. Individual Counseling.

1. Police employees may independently request individual counseling after critical incidents on their own initiative. Appointments requested by police employees, directly in response to a critical incident, shall be provided within seven business days after the incident. For long term care, police personnel and their family members should be referred to the city's EAP or to other mental health providers as appropriate.
2. Employee-initiated services will be confidential, with employee names omitted from the hourly billing on billing invoices. At the discretion of the psychologist or psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality.
3. For those officers who are mandated to meet with the Consultant, such as officers involved in a lethal encounter, the Consultant shall notify the Contract Administrator when the appointment is completed. This notification will only include a verification of attendance. Notification can be facilitated via email or letter provided directly to the employee at time of service. If the Consultant has concerns about an employee's ability to return to duty, they should speak directly with the Crisis Services or CISM Coordinator about these issues. Prior to this conversation, the Consultant will be required to obtain written permission for the disclosure from the employee.
4. Upon termination of the contract, the consultant shall provide referral and/or transfer of active clients to another service provider as required by professional ethical standards.
5. No more than 200 hours of counseling activities can be expected each contract year.

IV. Consultation/Participation in Departmental Activities.

1. The Consultant may be asked to provide consultation services to police administration regarding organizational issues (i.e. issues of homeland security; threat assessment; field training for new officers; and the management of prolonged crisis events, such as hostage taking). The Consultant will not be required to divulge any information to staff they deem to be confidential.
2. The Consultant may be asked to participate in meetings and/or trainings to contribute psychological expertise.
3. No more than 40 hours of consultation activities can be expected each contract year

V. Compliance/Records.

1. All psychological services shall comply with applicable accreditation standards. All psychological services provided by the consultant shall be provided by Arizona licensed mental health providers.
2. The Consultant shall provide the Contract Administrator one copy of all intake forms utilized by the consultant as a precursor to providing clinical services to City employees and family members. The Contract Administrator shall receive copies of any subsequent documents added or modified by the consultant.
3. The Consultant shall follow all ADA, HIPAA privacy compliance tasks and other legal guidelines. HIPAA guidelines must be followed, including waiver forms and full access to employee medical/mental health records upon request.
4. The Consultant shall comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).
5. Any test instruments must be legally defensible in court and legal contentions.
6. Government email is considered public information and must be protected. All letters and memos will be marked "confidential" and all emails with medical or other confidential information will be sent with "confidential medical information" in the subject heading. Copies of all case notes, test results, tapes, memos, emails, letters, and any other psychological data will be maintained confidentially by the psychologist or psychiatrist in a secure area for at least seven years including time subsequent to the ending date of the contract.

VI. Reports/Invoicing.

1. The Consultant shall be paid at an hourly rate.
2. Price Sheet is contained in the Crisis Preparation and Recovery, Inc. Response to RFP 15-07 (**Exhibit B**).
3. Auxiliary or incidental expenses such as travel costs; lodging, per diem or training materials will not be reimbursed unless prior written approval for these expenditures is granted by the Contract Administrator prior to purchase.
4. Every month, the Consultant shall provide the Contract Administrator with an invoice and a separate Activity Summary to include the following statistics, at a minimum:
 - Total number of clients seen and hours of service provided to each
 - Total number of dependents seen and hours of service provided to each
 - Number of "no shows" or late cancellations
 - Total number of worksite visits with number of hours at each visit
 - List of training/education classes offered including topic, number in attendance and hours of training provided

- Number of call-outs and hours of service provided for each
 - Number of consultations provided and total time spent in this activity
5. Consultant shall prepare summary report by the 10th of each month for the previous month's activities.
 6. Each monthly invoice and activity summary shall be reviewed and approved by the Contract Administrator to determine acceptable completion prior to payment being made to the Consultant.
 7. Data compilations, studies, and generic reports that are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant. The Consultant will maintain all client records in accordance with all applicable legal and professional standards.

VII. Term/Termination.

1. **Term of Agreement.** The initial terms of the Agreement shall be one (1) year. The City may, at its option and with approval of the Consultant, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Consultant performance. Consultant shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.
2. **Termination for Convenience.** City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.
 - (A) Consultant will be equitably compensated for Service and Repair furnished prior to receipt of the termination notice and for reasonable costs incurred.
 - (B) Consultant will also be similarly compensated for any approved effort expended and approved costs incurred that are directly associated with project closeout and delivery of the required items to the City.
3. **Termination for Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.
 - (A) Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Service furnished, City will pay the amount due to Consultant, less City's damages.
 - (B) If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be

subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

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

IX. Insurance.

1. **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

(A) Consultant and Sub-Consultants. Consultant, and each Sub-Consultant performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Consultant's Policies"), until each Parties' obligations under this Agreement are completed.

(B) General Liability.

(1) Consultant must at all times relevant hereto carry a commercial general liability policy with a combined single limit of at least \$1,000,000 per occurrence and \$1,000,000 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 Consultants' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.

(4) These limits may be met through a combination of primary and excess liability coverage.

(C) Auto. A business auto policy providing a liability limit of at least \$0 per accident for Consultant and \$0 per accident for Sub-Consultants and covering owned, non-owned and hired automobiles.

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

(E) Notice of Changes. Consultant's Policies must provide for not less than 30 days' advance written notice to City Representative of:

(1) Cancellation or termination of Consultant or Sub-Consultant's Policies;

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

(F) Certificates of Insurance.

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

(G) Other Consultants or Vendors.

- (1) Other Consultants or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
- (2) This insurance coverage must comply with the requirements set forth above for Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

(H) Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.

- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self-insurance policies or programs maintained by the additional insureds.
- (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

2. **Sub-Consultants.**

(A) Consultant must also cause its Sub-Consultants to obtain and maintain the Required Insurance.

(B) City may consider waiving these insurance requirements for a specific Sub-Consultant if City is satisfied the amounts required are not commercially available to the Sub-Consultant and the insurance the Sub-Consultant does have is appropriate for the Sub-Consultant's work under this Agreement.

(C) Consultant and Sub-Consultants must provide to the City proof of the Required Insurance whenever requested.

3. **Indemnification.**

(A) To the fullest extent permitted by law, Consultant must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Consultant) and that arises out of or results from the breach of this Agreement by the Consultant or the Consultant's negligent actions, errors or omissions (including any Sub-Consultant or other person or firm employed by Consultant), whether sustained before or after completion of the Project.

(B) This indemnity and hold harmless 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 shall 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.

XIII. Immigration Law Compliance. Consultant warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to its employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.

XIV. Non-Discrimination Policies. Consultant 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. Consultant must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin,

age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability. Consultant will require any Sub-Consultant to be bound to the same requirements as stated within this section. Consultant, and on behalf of any Sub-Consultants, warrants compliance with this section.

XII. Notices. A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

1. The Notice is in writing, and
2. Delivered in person or by private express overnight delivery service (delivery charges prepaid), certified or registered mail (return receipt requested).
3. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (A) 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
 - (B) As of the next business day after receipt, if received after 5:00 p.m.
 - (C) The burden of proof of the place and time of delivery is upon the Party giving the Notice.
 - (D) Digitalized signatures and copies of signatures will have the same effect as original signatures.

XIII. Representatives.

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

Crisis Preparation and Recovery, Inc.
Attn: Tom McSherry, President/CEO
2120 South McClintock Drive
Tempe, Arizona 85282

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

Glendale Police Department
Attn: Chief Debora Black
6835 North 57th Drive
Glendale, Arizona 85301

With required copy to:

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

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

3. Concurrent Notices.

(A) All notices to City's representative must be given concurrently to City Manager and City Attorney.

(B) 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.

(C) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

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

XIV. Entire Agreement; Survival; Counterparts; Signatures.

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

(A) Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.

(B) Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.

(C) The solicitation, any addendums and the response submitted by the Consultant 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.

XV. Interpretation.

1. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.

2. 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.

3. The Agreement will be interpreted in accordance with the laws of the State of Arizona.

- XVI. 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.
- XVII. 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.
- XVIII. 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.
- XIX. 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.
- XX. Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
- XXI. Applicable Law; Venue.** This Contract shall be governed by the laws of the State of Arizona. Any lawsuit brought pertaining to this Contract may only be brought Maricopa County, Arizona.
- XXII. Dispute Resolution** Each claim, controversy and dispute (each a “Dispute”) between Consultant and the City will be resolved in accordance with **Exhibit C**.
- XXIII. Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

Exhibit A	RFP 15-07
Exhibit B	Crisis Preparation and Recovery, Inc.’s Response to RFP 15-07
Exhibit C	Dispute Resolution

[Signatures appear on the following page]

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

City of Glendale,
an Arizona municipal corporation

City Manager


ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Crisis Preparation and Recovery, Inc.,
an Arizona corporation



Printed Name: Tom McSherry
Its: President/CEO

EXHIBIT A

RFP 15-07 Psychological Services for the Police Department

[see attached]



CITY OF GLENDALE MATERIALS MANAGEMENT REQUEST FOR PROPOSAL

SOLICITATION NUMBER: RFP 15-07

DEPARTMENT: PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT

OFFER DUE DATE AND TIME: 2:00pm local time, May 14, 2015

PRE-OFFER CONFERENCE: A Pre-offer meeting will NOT be held.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Proposals must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated. Materials Management is located on the third (3rd) floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Proposals are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All proposals will be time stamped at the Engineering Department's front counter. Late proposals will not be considered.

Proposals must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. **See Paragraph 2.3 for additional instructions for preparing an offer.**

Proposals shall be opened publicly at the time, place and location designated on this page. Only the name of each Offeror shall be publicly read and recorded. All other information contained in the proposals shall be confidential so as to avoid disclosure of contents prejudicial to competing Offerors.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.

For questions regarding this solicitation contact:
Crista Clevenger
Contract Analyst
623-930-2865
cclevenger@glendaleaz.com




Solicitation Number: RFP 15-07

**PSYCHOLOGICAL SERVICES FOR THE POLICE
DEPARTMENT**

**CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301**

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	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 The City of Glendale invites sealed proposals from agencies, firms or individuals to augment psychological support resources available to police personnel and their families.
- 1.1.2 Psychological counseling and assessment services will be made available to police personnel and members of their immediate family for issues, concerns or needs related to employment, marriage, parenting, substance abuse, stress, grief or other related personal matters.
- 1.1.3 The City may make awards to one, or more, companies for activities including: individual counseling, critical incident debriefing (both individual and group), post shooting interventions; training; and consultation.

1.2 BACKGROUND

- 1.2.1 The inherent stresses with police work require specialized psychological services. This RFP shall allow the City to hire a Mental Health Consultant to augment the City’s CISM and Peer Support Team.
- 1.2.2 Police work involves personal risk of death or injury to officers, and the potential risk of causing death or injury to others. A critical incident in which an officer is hurt or killed, or causes death or serious injury to another, may cause a traumatic stress reaction. Also, repeated involvement with victims of crime may trigger increased secondary stress due to the disturbing nature of some crimes. Furthermore, exposure to repeated critical incidents; the cumulative effects of high intensity scenes; the inexperience of an officer; or a personal connection to an investigation may increase traumatic harm to an employee. Post-traumatic stress can affect the officer(s), employees, families, and coworkers. Stress can have an adverse psychological impact on an employee, both professionally and personally. Professional mental health intervention is important to mitigate the potential impact of post-traumatic stress.
- 1.2.3 Police employees can experience job-affecting stress from one incident or the cumulative effect of many incidents. In addition to the mental health benefits provided by City health insurance and the Employee Assistance Program (EAP), police employees may need individual counseling that is specific to the special stresses of police work.

	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.2.4 Professional training may be requested by department personnel to enhance professional understanding of specific psychological related topics. These may include educational presentations at in-service trainings, police academies, or other citywide events. Occasionally, police trainers, supervisors, administrators or department leaders may request consultation with a professional psychologist or psychiatrist to develop training; assist with the supervision or evaluation of police personnel; or for recommendations in handling a sensitive or volatile situation.

1.2.6 The Glendale Police Department is internationally accredited by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA). All psychological services must comply with all applicable accreditation standards. The City, Police Department, and contracted consultants providing services, must adhere to and must perform all ADA, HIPAA privacy compliance tasks, and other legal guidelines.


1.3 COUNSELING AND ASSESSMENT SERVICES

1.3.1 The Consultant shall be a licensed professional psychologist or psychiatrist with significant experience working with the culture of law enforcement to augment existing stress management programs; participate in the development of these programs; offer one-on-one counseling to employees who have been exposed to traumatic events; provide post shooting interventions as required by the department; and facilitate both individual and group debriefings as requested.

1.3.2 The Consultant may not concurrently conduct employer mandated “fitness for duty” evaluations for the City of Glendale.

1.3.3 The Consultant shall provide at least one contact telephone number to the police department by which the consultant can be contacted during normal business hours (Monday through Friday, 8:00 AM to 6:00 PM). If unavailable, a messaging service and/or mechanism needs to be established. Urgent messages must be returned within one hour. In the event that the primary consultant is unavailable, the Consultant shall provide the name and contact number for another equally qualified member of their organization or staff who can be contacted by phone or return a phone call within 1 hour.

1.3.4 The Consultant shall provide at least one after hours contact telephone number to the police department by which the Consultant can be contacted outside normal business hours. This number will be used in the event of serious injury to police personnel; line of duty death; or a catastrophic and/or fatal injury to employee.

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1.3.5 The Consultant shall identify with names, resumes and contact information all members to whom the City may expect services in the absence of the consultant. The contract administrator must approve all associates prior to performance with the City.

A. Critical Incidents

1.3.6a A line of duty death or potentially fatal injury to an employee is perhaps the most extreme stressor employees of a police agency can experience. If such an incident should occur affecting a Glendale police employee, the Consultant may be requested to respond to the hospital, a police facility to assist those impacted by the incident, or directly to the scene to intervene with responding officers and/or employees. The Consultant shall respond to the desired location within 2 hours of being notified.

1.3.7a The Consultant may be contacted for consultation by phone regarding critical incidents, including but not limited to: SWAT callouts, threat assessments, homicide investigations, and other high risk, complex incidents where the Consultant may be able to assist in resolving the incident through psychological profiling, hostage negotiation tactics, or other psychological interventions.


1.3.8a Individual counseling and/or debriefings for employees involved in critical incidents shall occur as requested by the Contract Administrator. Intervention with affected employees shall occur within 72 hours of the incident unless otherwise approved by the Contract Administrator.

1.3.9a In addressing the needs of the department after a critical incident, the Consultant shall work in collaboration with services provided by the Crisis Service Coordinator, the Peer Support Team, and/or the Critical Incident Stress Management Team.

1.3.0a No more than 100 hours of critical incident activities can be expected each contract year.

B. Individual Counseling


1.3.1b The Consultant may be asked to provide counseling and assessment services to police personnel and members of their immediate family for problems, concerns or needs related to their employment including, but not limited to: stress, grief or other emotional distress arising from exposure to physical or psychological trauma in the course of performing their duties. For long term care, police personnel and their family members should be referred to the Employee Assistance Program (EAP) or to other mental health providers as provided through their health care coverage.

	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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- 1.3.2b Police employees may independently request individual counseling after critical incidents on their own initiative. Appointments requested by police employees, directly in response to a critical incident, shall be provided within seven business days after the incident. For long term care, police personnel and their family members should be referred to the city’s EAP or to other mental health providers as appropriate.
- 1.3.3b Employee-initiated services will be confidential, with employee names omitted from the hourly billing on billing invoices.
- 1.3.4b At the discretion of the psychologist or psychiatrist, a separate location or entrance for individual consultations may be provided to maintain employee confidentiality. This is not a requirement.
- 1.3.5b For those officers who are mandated to meet with the Consultant, such as officers involved in a lethal encounter, the Consultant shall notify the Contract Administrator when the appointment is completed. This notification will only include a verification of attendance. Notification can be facilitated via email or letter provided directly to the employee at time of service. If the Consultant has concerns about an employee’s ability to return to duty, they should speak directly with the Crisis Services or CISM Coordinator about these issues. Prior to this conversation, the Consultant will be required to obtain written permission for the disclosure from the employee.
- 1.3.6b Upon termination of the contract, the consultant shall provide referral and/or transfer of active clients to another service provider as required by professional ethical standards.
- 1.3.7b No more than 200 hours of counseling activities can be expected each contract year.

C. Consultation/Participation in Department Activities

- 1.3.1c The Consultant may be asked to provide consultation services to police administration regarding organizational issues (i.e. issues of homeland security; threat assessment; field training for new officers; and the management of prolonged crisis events, such as hostage taking). The Consultant will not be required to divulge any information to staff they deem to be confidential.
- 1.3.2c The Consultant may be asked to participate in meetings and/or trainings to contribute psychological expertise.
- 1.3.3c No more than 40 hours of consultation activities can be expected each contract year.


 <p>GLENDALÉ</p>	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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D. Compliance/Records

- 1.3.1d All psychological services shall comply with applicable accreditation standards. All psychological services provided by the consultant shall be provided by Arizona licensed mental health providers.
- 1.3.2d The Consultant shall provide the Contract Administrator one copy of all intake forms utilized by the consultant as a precursor to providing clinical services to City employees and family members. The Contract Administrator shall receive copies of any subsequent documents added or modified by the consultant.
- 1.3.3d The Consultant shall follow all ADA, HIPAA privacy compliance tasks and other legal guidelines. HIPAA guidelines must be followed, including waiver forms and full access to employee medical/mental health records upon request.
- 1.3.4d The Consultant shall comply with the accreditation standards outlined by the Commission on Accreditation for Law Enforcement Agencies, Inc. (CALEA).
- 1.3.5d Any test instruments must be legally defensible in court and legal contentions.
- 1.3.6d Government email is considered public information and must be protected. All letters and memos will be marked “confidential” and all emails with medical or other confidential information will be sent with “confidential medical information” in the subject heading. Copies of all case notes, test results, tapes, memos, emails, letters, and any other psychological data will be maintained confidentially by the psychologist or psychiatrist in a secure area for at least seven years including time subsequent to the ending date of the contract.

1.4 REPORTS/INVOICING

- 1.4.1 The Consultant shall be paid at an hourly rate.
- 1.4.2 The approximate hours referenced in this solicitation are an estimate ONLY and are to be used for information purposes only. No commitment of any level of service is made during this contract.
- 1.4.3 Auxiliary or incidental expenses such as travel costs; lodging, per diem or training materials will not be reimbursed unless prior written approval for these expenditures is granted by the Contract Administrator prior to purchase.

	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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1.4.4 Every month, the Consultant shall provide the Contract Administrator with an invoice and a separate Activity Summary to include the following statistics, at a minimum:

- Total number of clients seen and hours of service provided to each
- Total number of dependents seen and hours of service provided to each
- Number of “no shows” or late cancellations
- Total number of worksite visits with number of hours at each visit
- List of training/education classes offered including topic, number in attendance and hours of training provided
- Number of call-outs and hours of service provided for each
- Number of consultations provided and total time spent in this activity

1.4.5 Consultant shall prepare summary report by the 10th of each month for the previous month’s activities.


1.4.6 Each monthly invoice and activity summary shall be reviewed and approved by the Contract Administrator to determine acceptable completion prior to payment being made to the Contractor.

1.4.7 Data compilations, studies, and generic reports that are prepared in the performance of this contract are to be and remain the property of the City and are to be delivered to the Contract Administrator before final payment is made to the Consultant. The Consultant will maintain all client records in accordance with all applicable legal and professional standards.


1.5 SUBMITTAL REQUIREMENTS

1.5.1 SUMMARY OF FIRM. Describe the overall experience and qualifications of the agency, firm, or individual. Describe the offeror’s resources, capabilities, and the number of years in business. Include information that documents successful and reliable experience in past performances, especially those performances related and similar in nature to the requirements of this RFP. Explain your firm’s communications process with clients (appointment process, intake process, client satisfaction policies, etc.)

1.5.2 QUALIFICATIONS OF STAFF. Describe the qualifications of each staff member to be assigned to this contract. Include their names, degree(s) earned, years of experience, professional associations, areas of specialty, and State of Arizona license number and State licensure level. (Attach a copy of state license)

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- 1.5.3 LAW ENFORCEMENT EXPERIENCE. Describe your firm’s qualifications in law enforcement, experience either by virtue of prior experience as a certified law enforcement officer or by providing psychological services to law enforcement agencies. Include information regarding specialized training or attendance at professional conferences of psychological services for the law enforcement community within the last five years. Preference will be given to those with an accredited Ph.D. graduate degree, licensure as a Psychologist or Medical Doctor.
- 1.5.4 EMERGENCY PROTOCOL. On rare occasions, it may be necessary for your staff to be available for last minute or after-hours critical incident and other emergencies. Describe your definition of an emergency and how your office handles an emergency including any contingencies when your staff may be unavailable.

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2. SPECIAL INSTRUCTIONS

2.1 PRE-OFFER CONFERENCE

2.1.1 A Pre-Offer Conference will NOT be held.

2.2 RETURN OF OFFER

One CD-ROM or Flash Drive containing the entire solicitation, contractor’s response to solicitation (Offer) and an originally signed “Offer Sheet” (Section 4.0).

With exception to the signed Offer Sheet, no Paper documents will be accepted. Response to the solicitation shall be in MS Word, Excel, Powerpoint and/or PDF format. Offers submitted in a format (paper or electronic) different than specified herein, may be rejected at the discretion of the City. If the offeror does not have this capability, companies such as Kinkos or Alphagraphics can provide this service at a nominal charge.

The offeror shall complete all sections of the solicitation in the format given (ie Offer Sheet, Price Sheet, Questionnaires) in the space provided. If additional space is needed than what is given, enter “See Attachment A for detail”.


Submittal of the CD-ROM or Flash Drive and the signed Offer Sheet by the offeror in response to this solicitation shall be construed as the offeror’s intent to be bound by any resultant contract.

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

- 2.3.1 COVER SHEET**
- 2.3.2 OFFER SHEET, Section 4.0**
- 2.3.3 PRICE SHEET, Section 5**
- 2.3.4 ADDENDUM, Acknowledge and return all addenda (if applicable).**
- 2.3.5 PROPOSAL IN CONFORMANCE WITH SCOPE OF SERVICES**
- 2.3.6 SUBMISSION REQUIREMENTS, Section 1**

2.4 EVALUATION CRITERIA The criteria is listed in order of relative importance.

- 2.4.1 FIRM & STAFF QUALIFICATIONS – 30%**
Refer to Section 1.5.1 and 1.5.2
- 2.4.2 COST – 30%**

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Refer to Section 5.1

2.4.3 LAW ENFORCEMENT EXPERIENCE – 20%

Refer to Section 1.5.3

2.4.4 EMERGENCY PROTOCOL – 20%

Refer to Section 1.5.4

2.5 ALTERNATE OFFERS/EXCEPTIONS


Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the Offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.6 SITE INSPECTION Offeror shall visit the site(s) to become familiar with any conditions which may affect the performance and pricing. Submission of an Offer will be prima facie evidence that the Offeror did, in fact, make a site inspection and is aware of all conditions.

2.7 INQUIRIES Any question related to the Request for Proposal shall be directed to the Contract Officer whose name appears above. An Offeror shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Offerors are encouraged to submit written questions via electronic mail or facsimile, no later than **five days** prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate Request for Proposal number, page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the Request for Proposal will be binding.

2.8 EVALUATION PANEL Offeror submittals will be evaluated by an evaluation panel. Award shall be made to the responsive, responsible Offeror whose proposal is determined to be the most advantageous to the City.

2.9 PANEL CONTACT Offerors shall have no exclusive meetings, conversations or communications with an individual evaluation panel member on any aspect of the RFP, after submittal.

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2.10 INTERVIEWS The City reserves the right to conduct interviews with some or all of the Offerors at any point during the evaluation process. However, the City may determine that interviews are not necessary. In the event interviews are conducted, information provided during the interview process shall be taken into consideration when evaluating the stated criteria. The City shall not reimburse the Offeror for the costs associated with the interview process.

2.11 ADDITIONAL INVESTIGATIONS The City reserves the right to make such additional investigations as it deems necessary to establish the competence and financial stability of any Offeror submitting a proposal.


2.12 DISCUSSIONS AND REVISIONS TO PROPOSAL Discussions may be conducted with responsible Offerors who submit proposals determined to be reasonably susceptible of being selected for award; and may obtain pertinent information for the purpose of clarification to assure full understanding of, and responsiveness to, the solicitation requirements. Should the City elect to call for 'best and final' offers, Offerors shall be accorded fair and equal treatment with respect to any opportunity for discussion and revision of proposals, and such revisions may be permitted after submissions and prior to award for the purpose of obtaining best and final offers. In conducting discussions, there shall be no disclosure of any information derived from proposals submitted by competing Offerors. The purposes of such discussions shall be to:

- 2.12.1 Determine in greater detail such Offeror's qualifications, and
- 2.12.2 Explore with the scope and nature of the project, the Offeror's proposed method of performance, and the relative utility of alternate methods of approach;
- 2.12.3 Determining that the Offeror will make available the necessary personnel and facilities to perform within the required time;
- 2.12.4 Agreeing 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.

2.13 BEST AND FINAL OFFERS The City may request best and final offers if deemed necessary, and will determine the scope and subject of any best and final request.

2.14 PROPOSAL EVALUATION The City reserves the right to secure additional information from the Offeror in various forms and or to award based on submitted information.

2.15 NOTICE OF INTENT TO AWARD AND PROTEST PERIOD Information about the recommended award for this solicitation will be posted on the Internet. The

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information will be available for review on the City’s Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet. Please go to: <http://www.glendaleaz.com/Purchasing/doingbusinesswithglendale.cfm> for information and instructions on how to file a protest with the City of Glendale.


2.16 WITHDRAWAL OF PROPOSAL At any time prior to the specified solicitation due date and time, an Offeror may formally withdraw the proposal by a written letter, facsimile or electronic mail from the Offeror or a designated representative. Telephonic or oral withdrawals shall not be considered.

2.17 OFFER ERRORS OMISSIONS AND CORRECTIONS The City will not be responsible for any offeror errors or omissions. All prices and notations shall be written in ink or typed. Changes or corrections made on the offer form must be initialed in ink by the individual signing the offer. No corrections will be permitted after the offers have been opened.

2.18 COMPETITIVE NEGOTIATIONS Exclusive or concurrent negotiations may be conducted with responsible Offeror(s) for the purpose of altering or otherwise changing the conditions, terms and price of the proposed contract unless prohibited. Offerors shall be accorded fair and equal treatment in conducting negotiations and there shall be no disclosure of any information derived from proposals submitted by competing offerors. Exclusive or concurrent negotiations shall not constitute a contract award nor shall it confer any property rights to the successful Offeror. In the event the City deems that negotiations are not progressing, the City may formally terminate these negotiations and may enter into subsequent concurrent or exclusive negotiations with the next most qualified offeror(s).

2.19 NO CONTACT, NO INFLUENCE DURING THE RFP PROCESS The City is conducting a competitive RFP process for the contract, free from improper influence or lobbying. There shall be no contact concerning this RFP from Offerors submitting a Proposal with any member of the City Council, RFP Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Offeror, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the RFP process.

From the time the RFP is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Offerors, directly or indirectly through others, are restricted from attempting to influence in any manner


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the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP. This provision shall not prohibit an Offeror from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Offeror to be found in violation and to be rejected.

2.20 PROPRIETARY INFORMATION An Offeror shall clearly mark any proprietary information contained in its bid with the words “Proprietary Information.” Offeror shall not mark any Solicitation Form as proprietary. Pricing data shall not be considered proprietary. Marking all, or nearly all, of a bid as proprietary may result in rejection of the bid.

Offeror’s acknowledge that the City is required by law to make certain records available for public inspection. In the event that the City receives a request for disclosure of Proprietary Information by any person, court, agency or administrative body, or otherwise has a reasonable belief that it is obligated to disclose the Proprietary Information to any such person or authority, the City will provide Offeror with prompt written notice so that Offeror may seek a protective order or other appropriate remedy. The Offeror, by submission of materials marked Proprietary Information, acknowledges and agrees that the City will have no obligation to advocate for non-disclosure in any forum or any liability to the Offeror in the event that the City must legally disclose the Proprietary Information.

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3.0 SPECIAL TERMS AND CONDITIONS

3.1 TERM OF AGREEMENT The initial term of the contract shall be one (1) year upon approval by the City Council.

3.2 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement four (4) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least thirty (30) calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

3.3 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Scope/Specifications, terms and conditions, general instructions and conditions and any attachments or exhibits. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City's Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

3.4 INSURANCE Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder and the results of that work by the Contractor, his agents, representatives, employees or subcontractors.


3.4.1 MINIMUM SCOPE AND LIMIT OF INSURANCE

Coverage with limits of liability not less than those stated and with terms and conditions shall be at least as broad as:

3.4.1.1 Commercial General Liability (CGL): Insurance covering CGL on an "occurrence" basis, including products-completed operations, personal & advertising injury, with limits no less than **\$1,000,000** per occurrence, **\$2,000,000** aggregate. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit.

3.4.1.2 Automobile Liability: Insurance covering any auto (Code 1), or if Contractor has no owned autos, hired, (Code 8) and non-owned autos (Code 9), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.

3.4.1.3 Workers' Compensation: as required by the State of Arizona, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.

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3.4.1.4 Professional Liability (Errors and Omissions) Insurance appropriate to the Consultant’s profession, with limit no less than **\$2,000,000** per occurrence or claim, \$4,000,000 aggregate. If any of the required policies provide coverage on a claims-made basis:

1. The Retroactive Date must be shown and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided *for at least two (2) years after completion of the contract of work.*
3. If coverage is canceled or non-renewed, and not *replaced with another claims-made policy form with a Retroactive Date* prior to the contract effective date, the Consultant must purchase “extended reporting” coverage for a minimum of *two (2)* years after completion of contract work.

If the contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for the higher limits maintained by the contractor.

Other Insurance Provisions The insurance policies are to contain, or be endorsed to contain, the following provisions:

Additional Insured Status The City, its officers, officials, employees, and volunteers are to be covered as additional insured’s on the CGL and Automobile Liability policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations.

Primary Coverage For any claims related to this contract, the Contractor’s insurance coverage shall be primary insurance as respects the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees, or volunteers shall be excess of the Contractor’s insurance and shall not contribute with it.

Notice of Cancellation Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.

Waiver of Subrogation Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Acceptability of Insurers Insurance is to be placed with insurers with a current A.M. Best’s rating of no less than A:VII, unless otherwise acceptable to the City.

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Verification of Coverage Contractor shall furnish the City with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause. All certificates and endorsements are to be received by the Contract Administrator and approved by the City before work commences. **DO NOT SEND CERTIFICATES TO RISK MANAGEMENT.** However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor’s obligation to provide them. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.


Special Risks or Circumstances City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

3.5 INDEMNIFICATION CLAUSE:

To the extent allowed by law, Contractor shall defend, indemnify, and hold harmless the City of Glendale, and its departments, boards, commissions, officers, officials, agents, employees and volunteers (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 City of Glendale, its officers, officials, agents, employees and volunteers for losses arising from the work performed by the Contractor for the City of Glendale.

3.6 CONFLICT OF INTEREST

Contractor shall disclose the following: 1) the name(s) and position(s) of each Contractor’s employee or subcontractor that participated in the preparation of the submittal or who will be involved, directly or indirectly, with performing the contract, if awarded; 2) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 1; 3) the name(s) and position(s) of Contractor’s personnel that have a financial or proprietary

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interest in the contract; 4) the name(s) of any City of Glendale employee who is a relative of persons identified pursuant to No. 3.

Providing such disclosure will not necessarily disqualify a Contractor. Failure to disclose the requested information or any potential conflict of interest pursuant to A.R.S. § 38-501 et seq. may result in rejection of the proposal or bid or any contract being void or terminated.

For purposes of this provision, the following definitions apply:


“Employee” means all persons who are employed on a full-time, part-time or contract basis by the City of Glendale.

“Relative” means the spouse, child, child’s child, parent, grandparent, brother or sister of the whole or half blood and their spouses and the parent, brother, sister or child of a spouse.

3.7 ESTIMATED QUANTITIES The Quantities listed are the City’s best estimate and do not obligate the City to order or accept more than City’s actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each proposal item shall not be exceeded by 100% without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractor's performance.

3.8 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

3.9 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

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If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor's sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents. Price is not confidential and will not be withheld.

3.10 PERMITS AND LICENSES The Contractor and Subcontractors shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing operations and maintenance of the facility. Such fees shall be included in and are part of the total proposal cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.

3.11 CERTIFICATION By signature on the Offer page, solicitation Amendment(s), or cover letter accompanying the submittal documents, Contractor certifies:

The submission of the offer did not involve collusion or other anti-competitive practices. The Contractor shall not discriminate against any employee or applicant for employment in violation of Federal or State law. The Contractor 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, meal or service to a public servant in connection with the submitted offer. The Contractor hereby certifies that the individual signing the submittal is an authorized agent for the Contractor and has the authority to bind the Contractor to the Contract.

3.12 KEY PERSONNEL Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel.

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Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.


For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the contractor's emergency contact information remains current. The Materials Management staff member, identified on page 1, is to be contacted by E-mail with any change to a contact name or phone number.

All products or services provided to meet an emergency phone request are to be supplied as per the contract prices, terms and conditions. The Contractor may provide the fee (pricing) for an after-hours emergency opening of the business separate from the Price Sheet. In general, the order will be placed using a City Procurement Card. The billing is to include the emergency opening fee, if applicable.

3.13 PRICE All prices quoted shall be firm and fixed for the specified contract period.

3.14 ADDITIONS OF PRODUCTS OR SERVICES The City reserves the right to add additional products or services to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.

3.15 NON-DISCRIMINATION By submitting this Offer, Contractor agrees not to 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.

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4.0 OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

_____	_____
Authorized Signature	Company's Legal Name
_____	_____
Printed Name Address	
_____	_____
Title	City, State & Zip Code
_____	_____
Telephone Number	FAX Number
_____	_____
Authorized Signature Email Address	Date

For questions regarding this offer: (If different from above)

_____	_____	_____
Contact Name	Phone Number	Fax Number

Email Address		

FEDERAL TAXPAYER ID NUMBER: _____

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship ____ Partnership ____ Corporation ____

Minority or woman owned business: Yes ____ No ____

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5.0 PRICE SHEET

5.1 PRICE

Critical Incident activities *Refer to paragraph 1.3.5:*

The cost per critical incident activity during normal business hours is \$ _____ per hour

The cost per critical incident during after hours is \$ _____ per hour

Individual Counseling sessions *Refer to paragraph 1.3.6:*

The cost per counseling session is \$ _____ per hour

Training and Training Consultants *Refer to paragraph 1.3.7:*

The cost per training/training consultations is \$ _____ per hour

Consultation/Participation in Department Activities *Refer to paragraph 1.3.8*

The cost per consultation or activity is \$ _____ per hour

OFFEROR NAME: _____

5.2 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.3 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

C-

AGREEMENT FOR

-----TITLE-----

This Agreement for ----- ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and -----, an Arizona corporation, authorized to do business in Arizona, (the "Contractor"), as of the ____ day of _____, 2015.

RECITALS

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

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

- 3.1 Standard. Contractor must perform services in accordance with the standards of due diligence, care, and quality prevailing among contractors having substantial experience with the successful furnishing of services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.
- 3.2 Licensing. Contractor warrants that:
- a. Contractor and Sub-contractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of services ("Approvals"); and
 - b. Neither Contractor nor any Sub-contractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments or to examine Contractor's contracting ability.
 - (2) Contractor must notify City immediately if any Approvals or Debarment changes during the Agreement's duration and the failure of the Contractor to notify City as required will constitute a material default under the Agreement.
- 3.3 Compliance. Services will be furnished in compliance with applicable federal, state, county and local statutes, rules, regulations, ordinances, building codes, life safety codes, and other standards and criteria designated by City.
- 3.4 Coordination; Interaction.
- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
 - b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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

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

3.5 Work Product.

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

4. **Compensation for the Project.**

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

4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated scope of services as outlined in the Project is significantly modified.

- a. Adjustments to the Compensation require a written amendment to this Agreement and may require City Council approval.
- b. Additional services which are outside the scope of the Project contained in this Agreement may not be performed by the Contractor without prior written authorization from the City.

5. **Billings and Payment.**

5.1 Applications.

- a. Contractor will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month or as specified in the solicitation.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

5.2 Payment.

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

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

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

6. **Termination.**

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

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

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

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

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

8. **Insurance.**

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

- a. Contractor and Sub-contractors. Contractor, and each Sub-contractor performing work or providing materials related to this Agreement must procure and maintain the insurance coverages described below (collectively referred to herein as the "Contractor's Policies"), until each Party's obligations under this Agreement are completed.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- 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 _____ per occurrence and \$_____ 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 \$_____ per occurrence.
 - (3) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$_____ per accident for Contractor and \$_____ per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. Contractor and sub-contractor must, at all times relevant hereto, carry a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
- (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
- (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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

8.2 Sub-contractors.

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

8.3 Indemnification.

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

9. **Immigration Law Compliance.**

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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

10. Notices.

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

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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:

 c/o -----

 Phoenix, AZ -----

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

City of Glendale
 c/o -----
 City of Glendale
 6210 W. Myrtle Avenue, Suite #111
 Glendale, Arizona 85301
 623-930- -----

With required copy to:

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

- c. Concurrent Notices.

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

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

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

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

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

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

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

the original solicitation as stated. Inconsistencies between the solicitation, any addendums and the response or any excerpts attached as Exhibit A and this Agreement will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

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

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

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

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

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one year initial period. The City may, at its option with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. 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

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

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

City of Glendale,
an Arizona municipal corporation

By: Dick Bowers
Its: Acting City Manager

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Vendor

By: _____
Its: _____

SAMPLE

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT A

-----TITLE-----

PROJECT

SAMPLE

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT B

-----TITLE-----

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in _____ 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 during the entire term of the Project must not exceed \$_____.

DETAILED PROJECT COMPENSATION

SAMPLE

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

EXHIBIT C

-----TITLE-----

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.

ATTACHMENT A – SAMPLE SERVICES AGREEMENT

- 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.

EXHIBIT B

Crisis Preparation and Recovery, Inc.'s Response to RFP 15-07

[see attached]



Crisis Preparation and Recovery
"Helping People and Organizations Survive"

**CITY OF GLENDALE
REQUEST FOR PROPOSAL**

**SOLICITATION NUMBER: RFP 15-07
DEPARTMENT: PSYCHOLOGICAL SERVICES FOR THE
POLICE DEPARTMENT**

SUBMITTAL DATE: MAY 14, 2015 2:00PM LOCAL TIME

2120 S. McClintock Dr. • Suite 105 • Tempe, AZ 85282
3260 N. Hayden Rd • Suite 112 • Scottsdale, AZ 85251
1641 E. Osborn Rd • Suite 7 • Phoenix, AZ 85016
phone 480/804-0326 • fax 480/804-0083

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	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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4.0 OFFER SHEET

4.1 **OFFER** Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

 Authorized Signature	Crisis Preparation and Recovery, Inc. Company's Legal Name
Tom McSherry Printed Name Address	2120 S McClintock Drive
President/CEO Title	Tempe, Arizona 85282 City, State & Zip Code
(480) 804-0326 Telephone Number	(480) 804-0083 FAX Number
tmcsherry@crisisprepandrecovery.com Authorized Signature Email Address	May 14, 2015 Date

For questions regarding this offer: (If different from above)


Contact Name	Phone Number	Fax Number
Email Address		

FEDERAL TAXPAYER ID NUMBER: 421528589

Arizona Sales Tax No. _____ Tax Rate _____

Offeror certifies it is a: Proprietorship Partnership Corporation

Minority or woman owned business: Yes No

	<p>Solicitation Number: RFP 15-07</p> <p>PSYCHOLOGICAL SERVICES FOR THE POLICE DEPARTMENT</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
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5.0 PRICE SHEET

5.1 PRICE

Critical Incident activities Refer to paragraph 1.3.5:

The cost per critical incident activity during normal business hours is \$ 150.00 per hour

The cost per critical incident during after hours is \$ 175.00 per hour

Individual Counseling sessions Refer to paragraph 1.3.6:

The cost per counseling session is \$ 120.00 per hour

Training and Training Consultants Refer to paragraph 1.3.7:

The cost per training/training consultations is \$ 120.00 per hour

Consultation/Participation in Department Activities Refer to paragraph 1.3.8

The cost per consultation or activity is \$ 120.00 per hour

OFFEROR NAME: CRISIS PREPARATION AND RECOVERY, INC.

5.2 PAYMENT The Contractor shall provide monthly statements of itemized services. Payment will be reviewed and approved by the Contract Administrator or designee. The itemized statement shall not exceed the proposal fee in Section 5.1.

5.3 TAX AMOUNT Do not include any use tax or federal tax in your proposal. The City is exempt from the payment of federal excise tax and will add use tax as applicable.

ADDENDUM



**Arizona State Board
of Psychologist Examiners**
1400 West Washington, Suite 240 Phoenix, Arizona 85007
(602) 542-8162 FAX (602) 542-8279
www.psychboard.az.gov

RECEIPT FOR LICENSE RENEWAL

LICENSE NO.	FEE PAID	LATE FEE	RECEIPT NO.	EXPIRES
3116	\$500.00	\$0.00	13890	4/30/2017

Ester Ruiz, Ph.D.
3260 N. Hayden Rd., #112
Scottsdale, AZ 85251

3/31/2015

The State of Arizona
Board of Psychologist Examiners
Certifies
Ester Ruiz, Ph.D.
Is the Holder of
Psychologist License Number 3116

Issued: 12/6/1994 Expires: 4/30/2017

John P. DiBacco, Ph.D.
Chair
fold here

RECEIPT NO. 13890

Arizona State
Board of Psychologist Examiners
3/31/2015



**Arizona State Board
of Psychologist Examiners**

1400 West Washington, Suite 240 Phoenix, Arizona 85007
(602) 542-8162 FAX (602) 542-8279
www.psychboard.az.gov

RECEIPT FOR LICENSE RENEWAL

LICENSE NO.	FEE PAID	LATE FEE	RECEIPT NO.	EXPIRES
4002	\$500.00	\$0.00	13637	4/30/2017

Amy Paul, Psy.D.
3260 N. Hayden Rd., #112
Scottsdale, AZ 85251

3/11/2015

The State of Arizona
Board of Psychologist Examiners
Certifies
Amy D. Paul, Psy.D.
Is the Holder of
Psychologist License Number 4002

Issued: 11/7/2008 Expires: 4/30/2017

John P. DiIacoco, Ph.D.
Chair

fold here

RECEIPT NO. 13637

Arizona State
Board of Psychologist Examiners
3/11/2015

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Thomas R Gussie

Having exhibited to the Board of Behavioral Health Examiners
satisfactory evidence of having met requirements to practice as
prescribed by law, is hereby licensed as a

Licensed Associate Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LAC-14391

Under its seal and signatures,


Board Chair

Issue Date: November 1, 2013
Expiration Date: October 31, 2015

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Dennette D. Janus

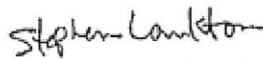
Having exhibited to the Board of Behavioral Health Examiners
satisfactory evidence of having met requirements to practice as
prescribed by law, is hereby licensed as a

Licensed Professional Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LPC-15118

Under its seal and signatures,



Board Chair

Issue Date: April 23, 2014
Expiration Date: August 31, 2015

State of Arizona
Board of Behavioral Health Examiners

Be It Known That

Lisa J. Ohrt

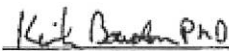
Having exhibited to the Board of Behavioral Health Examiners
satisfactory evidence of having met requirements to practice as
prescribed by law, is hereby licensed as a

Licensed Professional Counselor

The Arizona Board of Behavioral Health Examiners hereby grants this

License Number LPC-11122

Under its seal and signatures,



Board Chair

Issue Date: July 1, 2004

Expiration Date: December 31, 2015

REFERENCES:

Sgt. Jeff Benza
City of Phoenix Police Department
620 West Washington Street
Suite 422
Phoenix, AZ 85003
(602) 262-6058

Deputy Chief Steven Ward
City of Mesa Fire Department
13 West First Street
Mesa, Arizona 85201-6613
(480) 644-2294

Jay Davies
City of Peoria Police Department
8351 W Cinnabar
Peoria, AZ 85345
(623) 773-7019

QUALIFICATIONS IN LAW ENFORCEMENT:

CPR has been providing CISM services to law enforcement agencies since 1995. Our founder and CEO Tom McSherry has been providing service to Phoenix Police Department since 1994 when he trained their first team members.

Crisis Preparation and Recovery, Inc. has similar CISM service contracts (as this RFP) with Mesa Fire Department, Phoenix Police Department (as a subcontractor for their EAP provider MHN), Peoria Police Department, Gila River Police Department, MCSO (as a subcontractor for their EAP provider Magellan), Arizona Department of Public Safety (as a subcontractor for their EAP provider ComPsych), for example.

In the above contracts we provide clinical oversight to the agencies' CISM team and respond as needed to an event 24 hours a day, 7 days a week. CPR also provides continuing education, assistance with the writing of policies and procedures, and team selection.

CPR is also a preferred provider of many public safety agencies in providing counseling for those diagnosed with Post Traumatic Stress Disorder (PTSD). We use proven therapeutic models, such as EMDR and CBT to assist the individual in his/her recovery.

EXPERIENCE AND QUALIFICATIONS:

Crisis Preparation and Recovery, Inc. (CPR) was founded in 1995 by Tom McSherry, MC. CPR is an Arizona state licensed outpatient services clinic, Title XIX certified. Tom McSherry, MC is the owner and President of Crisis Preparation and Recovery, Inc (CPR), a company that provides psychological assessments/interventions in hospitals, CISM services, trainings, mediation, executive coaching, disaster plan writing and organizational consultation. He is also past President of the International Critical Incident Stress Foundation (ICISF). In the past 24 years, he has performed hundreds of individual and group CISM interventions and trainings, locally, nationally, and internationally for emergency services' personnel, businesses, and voluntary organizations. He is a member of several police and fire CISM teams in the Phoenix metro area. He has worked with numerous emergency response agencies, schools, and hospitals to develop CISM teams. He has developed crisis response plans for various school districts and organizations. Tom McSherry has 32 years of experience in emergency disaster services; which he began as a volunteer firefighter/EMT. He has been involved in managing response and recovery efforts to national and international disasters for The Salvation Army for over 10 years. He is an adjunct instructor for the Federal Emergency Management Agency (FEMA), a Master Trainer for Medic FirstAid and a trainer of 11 of the ICISF CISM courses. He holds a Masters of Counseling degree from the University of Phoenix and is a trained mediator.

CPR offers a broad spectrum of support to individuals, hospitals, businesses, and other organizations, including: Alternative Dispute Resolution, Counseling Services, Critical Incident Stress Management (CISM), Disaster and Crisis Management Consulting, Executive Coaching, On-demand Crisis Intervention Services to Healthcare Providers, on-demand Social Services to Healthcare Providers, and Trainings.

CISM is a comprehensive, integrative, multi-component crisis intervention system, which may be applied to individuals, small functional groups, large groups, families, organizations, and even communities. It is a peer-driven, mental health supported program. The power comes from the use of peers. As crises in the workplace and community are becoming more frequent, the need for effective psychological crisis response capabilities is obvious. Crisis Preparation and Recovery, Inc. provides CISM trained personnel to respond to an organization to begin the process of mitigating the harmful effects of a critical incident. We also provide CISM team development consultation and International Critical Incident Stress Foundation approved training for the following courses:

- CISM: Group Intervention (formerly known as CISM: Basic Group)
- CISM: Individual Crisis Intervention & Peer Support
- CISM: Advanced Group
- Suicide Prevention, Intervention, and Postvention

- Law Enforcement Perspectives for CISM Enhancement
- Strategic Response to Crisis
- Terrorism: Psychological Impacts and Implications
- Pastoral Crisis Intervention
- Responding to School Crisis: An Integrated Multi-component Crisis Intervention Approach
- TEAM: Team Evolution and Management

STAFF QUALIFICATIONS (See Addendum for additional documentation):

CPR's clinical staff is specially trained and qualified to meet the treatment needs of our clients. CPR's licensed psychologists also have provided fitness for duty evaluations and have handled workmen's comp cases for those diagnosed with PTSD. All therapists are required to have a minimum of a Master's degree in counseling, social work, social science, or arts with an emphasis in counseling. In addition, they are licensed by the State of Arizona, have extensive experience, training and skills, are at least 21 years of age, have passed a criminal background check, and have a valid CPR card.

The following CPR staff is to be assigned to the City of Glendale:

Name: Amy D. Paul

Degree: Doctorate of Psychology

Years of Experience: 14 years

Professional Associations: American Psychological Association, Dialectical Behavioral Therapy National Certification and Accreditation Association

Areas of Specialty: Police Psychology, Critical Incident Stress Management, Trauma, First Responders, Couple's Counseling, Cognitive Behavioral Therapy

State Licensure Level (see attachments)

Name: Ester L. Ruiz

Degree: PMHNP 2010, PhD Psychology 1994, MS Community Mental Health-Psychiatric Nursing 1981, BSN 1972

Years of Experience: 43 years as a nurse, 21 years as a psychologist

Professional Associations: AZ Psychological Association, AZ Nurses Association, American Nurses Association, Sigma Theta Tau Nursing Honorary, American Psychiatric Nurses Association, Global Caring Foundation, National Association of Hispanic Nurses

Areas of Specialty: General mental health/complex mental health issues, trauma/complex trauma with and without dissociative sx/EMDR

State Licensure Level (see attachments)

Name: Dennette Diane Janus

Degree: Bachelor of Science Rehabilitation Counseling, 1997, Master's Professional Psychology/Community Counseling, 2003, Licensed Professional Counselor

Years of Experience: 20 years in behavioral health/human services. Licensed Professional Counselor in Colorado and Arizona

Professional Associations: none

Areas of Specialty: Crisis Assessment, Victim Advocacy/Victim Assistance, First Responder Issues, Critical Incident Stress Management, Abuse, Trauma, gender identity/sexual preference concerns, faith crises

State Licensure Level (see attachments)

Name: Thomas Ryan Gussie

Degree: Masters in Education, Masters of Arts in Professional Counseling

Years of Experience: 14 years

Professional Associations: Arizona Police Officer Standards and Training, Arizona Suicide Prevention Coalition Association, David's Hope, East Valley CIT, Arizona Department of Behavioral Health, International Association of Trauma Therapist, Instructor for National Police Officer Suicide Foundation

Areas of Specialty: Trauma, Abuse and Deprivation, Post Traumatic Stress, Acute Stress Disorder, Traumatic Brain Injury, Depression, Anxiety, Borderline Personality Disorder, Cognitive Behavioral Health Therapy, Cognitive Processing Therapy, Dialectical Behavioral Therapy, EMDR, Active as a Hostage Negotiator, Peer Team Member for police personnel

State Licensure Level (see attachments)

Name: Lisa Ohrt

Degree: Masters in Counseling, Licensed Professional Counselor

Years of Experience: 16 years

Professional Associations: none

Areas of Specialty: Crisis Intervention, Critical Incident Stress Management

State Licensure Level (see attachments)

QUALIFICATIONS IN LAW ENFORCEMENT:

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Crisis Preparation and Recovery, Inc. has similar CISM service contracts (as this RFP) with Mesa Fire Department, Phoenix Police Department (as a subcontractor for their EAP provider MHN), Peoria Police Department, Gila River Police Department, MCSO (as a subcontractor for their EAP provider Magellan), Arizona Department of Public Safety (as a subcontractor for their EAP provider ComPsych), for example.

In the above contracts we provide clinical oversight to the agencies' CISM team and respond as needed to an event 24 hours a day, 7 days a week. CPR also provides continuing education, assistance with the writing of policies and procedures, and team selection.

CPR is also a preferred provider of many public safety agencies in providing counseling for those diagnosed with Post Traumatic Stress Disorder (PTSD). We use proven therapeutic models, such as EMDR and CBT to assist the individual in his/her recovery.

EMERGENCY DEFINED

CPR has a 24/7 dispatch center. If any of the agencies we provide service to require immediate assistance, a call is placed to 480-804-0326 ext 4. The CPR representative will triage the request and will then contact the appropriate counselor for an immediate call back to the requesting party.

The counselor will then staff the call with the requesting party. Once the need for a response has been determined and an immediate response is necessary, the appropriate counselor will be sent with a 1 1/2 hour maximum response time.

EXHIBIT C

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - (A) The parties will exercise best efforts to select an arbitrator within 5 business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - (B) The arbitrator selected must be an attorney with at least 15 years experience, 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, Consultant must continue to perform and maintain progress of required services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.
4. **Exceptions.**
- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third-party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.

Psychological Services for the Police Department

	Jeni McCutcheon PsyD	Crisis Preparation and Recovery
<i>Critical Incident Activities</i>	<i>Per Hour</i>	<i>Per Hour</i>
Normal business hours	\$ 200.00	\$ 150.00
After normal business hours	\$ 200.00	\$ 175.00
<i>Individual Counseling Sessions</i>		
Individual Counseling (\$200 = 45 min 1 hr = \$266.40)	\$ 266.40	\$ 120.00
<i>Training and Training Consultants</i>		
Training/Training Consultants	\$ 200.00	\$ 120.00
<i>Consultation/Participation in Department Activities</i>		
Consultation or Activity	\$ 200.00	\$ 120.00
COST TOTAL CATEGORY POINTS	64	100



Legislation Description

File #: 15-512, Version: 1

AUTHORIZATION TO INCREASE EXPENDITURE AUTHORITY WITH H&E EQUIPMENT SERVICES, INC., FOR ADDITIONAL COSTS ASSOCIATED WITH FIRE TRUCK PURCHASE

Staff Contact: Chris DeChant, Interim Fire Chief

Purpose and Recommended Action

This is a request for City Council to authorize an increase of \$31,201.22 to the previously approved expenditure authority to H&E Equipment Services, Inc., for additional costs associated with the purchase of two fire trucks.

Background

The Equipment Management Division of Public Works requested the purchase of two new fire trucks in October of 2014. A linking agreement was approved on October 14, 2014, and the purchase of the two fire trucks was approved in an amount not to exceed \$996,143.56. The “not to exceed” amount was based on Linking Agreement C-9281 for the purchase of two fire trucks only, and did not include some required equipment.

It was later determined that the “not to exceed” amount requested of Council did not include two (2) Blitzfire monitors and additional intake adapters. The purchase of this equipment through Linking Agreement C-9281 assured that the lowest cost possible was secured; however, the total purchase amount was increased by \$31,201.22.

The requested increase of \$31,201.22 to the previously approved expenditure authority for this purchase is necessary to accommodate the required equipment. This action will complete the order with the accurate total.

Previous Related Council Action

On October 14, 2014, Council approved the purchase of two fire trucks in an amount not to exceed \$996,143.56.

Budget and Financial Impacts

Funding is available in the Fire Department General Fund, Resource Management Division.

Cost	Fund-Department-Account
\$31,201.22	1000-12433-551400, Resource Management - Equipment

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of October 14, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and H&E Equipment Services, Inc., a Delaware corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **December 1, 2013**, the **Houston-Galveston Area Council ("H-GAC")** entered into a contract with Contractor to purchase the goods and services described in the **Fire Service Apparatus Contract**, which is attached hereto as **Exhibit A**. **H-GAC** entered into the Fire Apparatus Contract as an agent for participating governmental agencies of which the City is a participating member. The **H-GAC** is hereinafter referred as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was **December 1, 2013**, until the date the contract expires on **November 30, 2015**, unless the term of the Cooperative Purchasing

Agreement is extended by the mutual agreement of the original contracting parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond **November 30, 2015**. The initial period of this Agreement is therefore is the period from the Effective Date of this Agreement until **November 30, 2015**.

2. Scope of Work: Terms, Conditions, and Specifications.
 - a) Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as **Exhibit B**.
 - b) Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.
3. Compensation.
 - a) City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, unless the City and Contractor agree otherwise, as provided in **Exhibit B** hereto.
 - b) The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed **\$996,143.56**.
4. Cancellation. This Agreement may be cancelled pursuant to ARIZ. REV. STAT. § 38-511.
5. E-verify. Contractor complies with ARIZ. REV. STAT. § 23-214 and agrees to comply with the requirements of ARIZ. REV. STAT § 41-4401.
6. 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


and

H&E Equipment Services, Inc.
c/o Mark Julien
4010 South 22nd Street
Phoenix, AZ 85040
(602) 232-0600

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

“City”

City of Glendale, an Arizona
Municipal corporation

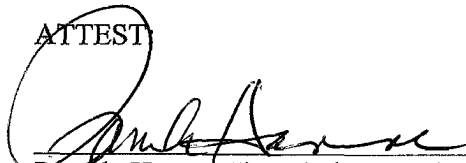
By: 
Brenda S. Fischer, City Manager

“Contractor”

H&E Equipment Services, Inc.,
a Delaware Corporation

By: 
Mark Julien
Fire Apparatus Sales Representative

ATTEST


Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

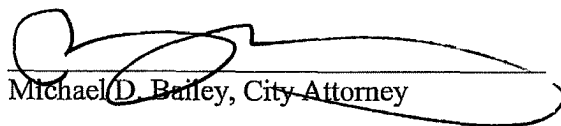

Michael D. Bailey, City Attorney

EXHIBIT A

Fire Apparatus Contract

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
H & B EQUIPMENT SERVICES
Phoenix, Arizona

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 & B Equipment Services, hereinafter referred to as the CONTRACTOR, having its principal place of business at 4010 South 22nd Street, Phoenix, Arizona 85040.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a Fire Service Apparatus (All Types) Contract to become effective as of December 1, 2013, and to continue through November 30, 2015 (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: FS12-13, including any relevant suffixes
4. CONTRACTOR's Response to Bid No: FS12-13, 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)

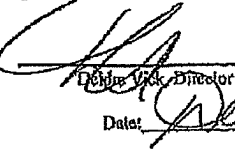
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract 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:


Eric Steels, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

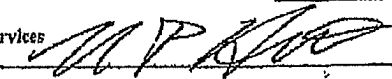

Dennis Vick, Director of Public Services
Date: Dec. 18, 2013

Signed for H & E Equipment Services
Phoenix, Arizona:


Printed Name & Title: John D. Jones, VP Corporate Services

Date: December 13, 2013

Attest for H & E Equipment Services
Phoenix, Arizona:


Printed Name & Title: Wesley P. Hebert, Corp. Serv Admin

Date: December 13, 2013

Attachment A
H & E Equipment Services
Fire Service Apparatus (All Types)
Contract No. FS12-13

BIDDING CODE (One of One)		
A. Aerials (Booms/Platforms, Ladders, Ladder/Platforms)		
JA01	B-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	\$ 591,511.00
JA02	B-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	\$ 609,548.00
JA03	B-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	\$ 612,514.00
JA04	B-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	\$ 574,501.00
JA05	B-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	\$ 785,561.00
JA06	B-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	\$ 808,594.00
JA07	B-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	\$ 951,167.00
JA08	B-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 L093- 92' 1025# Tip Load, Rear Mounted Telescoping Ladder with Platform	\$ 870,050.00
JA09	B-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	\$ 912,129.00
B. Wildland Fire Apparatus (Brush Fire)		
JB01	B-ONE International 4300 4X4 Quick Attack Pumper, 500 GPM, Welded Extruded Aluminum Body, Single Axle, Side Mount Pump Module	\$ 202,706.00
C. Pumper Fire Apparatus		
JC01	Freightliner M2, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 213,678.00
JC02	International 4400, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 217,236.00
JC03	Kenworth T370, 2-Door Commercial Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 222,511.00
JC04	B-One Typhoon, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Side Mount Pump Module	\$ 294,379.00
JC06	B-ONE Quest, 4-Door Custom Full-Tilt Welded Aluminum Cab, Pumper, Welded Extruded Aluminum Body, Single Axle, 1250 GPM Pump, Rear Mount Pump Module	\$ 357,830.00

JC07	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	\$ 350,399.00
D. Special Service Apparatus (Walk-In & Non-Walk-In Bodies) Multi-use: Rescue, Re-Hab, Hazmat, Mobile		
JD01	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 181,716.00
JD02	International 4400, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 185,428.00
JD03	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 190,570.00
JD04	Ford F550, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 145,238.00
JD05	International Terra Star, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 156,261.00
JD06	E-One Typhoon, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Non-Walk-In Rescue	\$ 286,121.00
JD07	Freightliner M2, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 199,442.00
JD08	International 4400, 2-Door, OEM Cab, Single Axle, Welded Stainless Body, Walk-In Rescue	\$ 203,184.00
JD09	Kenworth T370, 2-Door, OEM Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 208,398.00
JD12	E-One Cyclone II, 4-Door Custom, Full-Tilt, Welded Aluminum Cab, Single Axle, Welded Extruded Aluminum Body, Walk-In Rescue	\$ 315,171.00
E. Pumper/Tankers & Tankers		
JE01	Freightliner M2, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 242,986.00
JE02	International, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 243,604.00
JE03	Kenworth T370, 2-Door, Commercial Cab, Pumper/Tanker, Welded Extruded Aluminum Body, Tandem Axle, 1250 GPM Pump, Mid-Mounted Pump Module	\$ 248,268.00
JE04	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	\$ 367,958.00
JE05	International 4400, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 191,169.00
JE06	Freightliner M2, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 194,686.00
JE07	Kenworth T370, 2-Door Commercial Cab, 2000 Gallon Tanker, Wet Side Body, Single Axle, 500 GPM Pump	\$ 197,947.00
JE08	International, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 209,293.00
JE09	Freightliner M2, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 210,836.00
JE10	Kenworth T370, 2-Door Commercial Cab, rear 3000 Gallon Tanker, Wet Side Body, Tandem Axle, 500 GPM Pump	\$ 213,998.00
JE11	International 4400, 2-Door, Commercial Cab, Bliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	\$ 234,059.00
JE12	International, 2-Door, Commercial Cab, Bliptical Vacuum Tanker, Welded Extruded Aluminum Body, Tandem Axle, 500 GPM Pump	\$ 258,543.00
F. Airport Rescue Fire-Fighting Vehicles		
JF01	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	\$ 744,520.00
JF02	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	\$ 875,670.00



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.



STATEMENT OF WARRANTY LIFETIME FRAME WARRANTY



E-ONE (the "Company") warrants to the original user-purchaser only of an E-ONE chassis that the frame and frame members are free of defects in material and workmanship, ordinary wear and tear excepted, for the lifetime of the vehicle.

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 frame or frame members which the Company's examination discloses to be defective in material or workmanship. This 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.

This warranty shall be null and void if the frame shows any evidence of alterations, cutting, splicing, welding or drilling of rails or flanges without the written authorization of E-ONE. Further, this warranty shall be void if the vehicle is involved in an accident, shows signs of abuse, neglect, or evidence of being operated in a manner or purpose not recommended by E-ONE.

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 of the chassis.

To the extent permitted by law, THIS WARRANTY IS IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATIONS, 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 any E-ONE chassis 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.

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.



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.

W.S. Darley & Co.
Pump Standard Limited Warranty

W.S. Darley & Co, herein referred to as "Darley", warrants all truck mounted splitshaft 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 6000 hours of usage (unless otherwise specified), whichever comes first. Portable and engine 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.

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. AccuTuf™ is a trademark of Amoco Polymers, Inc., exclusive to UPF. © April 1998 U.P.F., Inc. Printed in the U.S.A.

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**

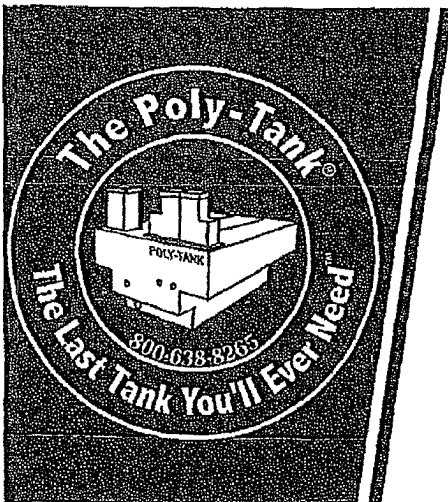
WARRANTY CARD

Phone: (800) 638-8265
Fax: (800) 966-4520
Email: info@unitedplastic.com
www.unitedplastic.com

To:

Place
Postage
Here

**UNITED PLASTIC
FABRICATING, INC.**
165 Flagship Drive
N. Andover, MA 01845



**UPF's ALL-OUT™
No Fault Lifetime
Warranty is the
Only Transferable
Tank Warranty in
the Fire Industry!**

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

Form SE0616EN (201112)

EXHIBIT B

METHOD AND AMOUNT OF COMPENSATION

Method of payment is provided in Section 3 of the Agreement. The amount of compensation for the purchase of two (2) E-One E-Max Fire Pumpers (JC04 Typhoon) in attached quote, per Contract No. FS12-13.

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 \$996,143.56.

DETAILED PROJECT COMPENSATION

In accordance with the terms and conditions of this Agreement and award pursuant to Houston-Galveston Area Council Contract No. FS12-13, the City is retaining H&E Equipment Services, Inc., for the purchase of two (2) E-One E-Max Fire Pumpers (JC04 Typhoon)

H&E EQUIPMENT SERVICES.

Wayne Smith
Glendale Fire Department

9/16/14

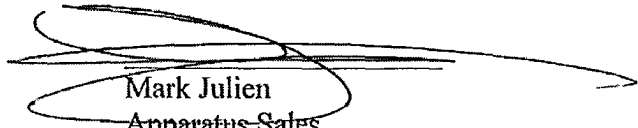
We at H&E Equipment Services are pleased to quote the following:

(1) New E-One E-Max Pumper	Base Truck Cost Each: \$459,900.00
Typhoon Custom Cab	
ISL 450 HP Cummins Engine	Phoenix Sales Tax 8.3%: \$38,171.78
3000 EVS Transmission	
188" Wheelbase	
500 Gallons Water	Total: \$498,071.78
Side Mount 1500 GPM Pump	
2001 Hypro Foam Pro Foam System	
20 Gallon Foam Cell	x Qty (2) =
LED Lighting	\$996,143.56
360 Degree Brigade Camera System	
Includes cost for (4) Individuals Mid Build Factory Inspection	
Includes HGAC Processing Fee: \$2000.00	
Price includes additional 1 Year Standard Extended Warranty in addition to 1 year Manufacturer warranty.	
(Please see attached specifications)	

* 310 Day Delivery.

*Pricing shown is good through November 1st 2014.

*Price includes Freight and Delivery..


Mark Julien
Apparatus Sales
H&E Equipment Services

Customer Acceptance

H&E Equipment Services, Inc.
 4010 South 22nd Street
 Phoenix AZ 85040
 Phone (800) 428-3020
 Fax (602) 232-0620

Regional Credit Office
 Phone (800)468-0388
 Fax (801)908-4387

Invoice

<p>Bill-To-Party CITY OF GLENDALE RAY BARKHAUS 6210 WEST MYRTLE STE 111 GLENDALE AZ 85301-1700</p>	<p>Information Invoice No. 92220661 Date 07/07/2015 Customer No. 1016956 Ref Sales Order No. 516540 Customer PO No. COGAZ-0000020793 Currency USD Term of Payment Due Upon Receipt Incoterm DDP Delivered Duty Paid</p>
<p>Ship-To-Party CITY OF GLENDALE 6210 WEST MYRTLE STE 111 GLENDALE AZ 85301-1700 USA</p>	

Item Year	Material Equipment	Description Serial	Quantity Make	Unit Price Model	Amount
10	14059	FIRE TRUCK	1 EA	459,894.08	459,894.08
2015	10157783	4EN6AAA88F1009355	EO	FIRE TRUCK	
20	14059	FIRE TRUCK	1 EA	459,894.08	459,894.08
2015	10157784	4EN6AAA8XF1009356	EO	FIRE TRUCK	
30	WASTE TIRE_AZ MV	AZ MV \$1 TIRE FEE	12 EA	1.00	12.00
				Vehicle Tax	76,343.40
2015	40	TRUCK CHANGES DURING PRODUCTION AT FACTORY. ADD TWO(2) BLITZFIRE MONITORS AND ADDITIONAL INTAKE ADAPTERS. THESE ITEMS ARE TO BE BILLED INTERNALLY BY THE CITY OF GLENDALE FIRE DEPT. RESOURCE ACCOUNT# 1000-12433 SHOP FUEL ACCOUNT		Sub Total	996,143.56
				Equipment Total	28,810.90
				Equipment Tax	2,390.32
				Equipment Sub Total	31,201.22

--

<p>PLEASE REMIT TO: H&E EQUIPMENT EXCHANGE LLC P.O. Box 849850 Dallas TX 75284</p>	<p>Total Amount 1,027,344.78</p>
--	--

Tax includes all applicable state, local, and miscellaneous surcharges.

Thank You for Your Business!



Legislation Description

File #: 15-513, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH CBI SECURITY SERVICE

Staff Contact: Elizabeth R. Finn, Presiding Judge

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a linking agreement with CBI Security Service. This agreement insures Glendale City Court security screeners will continue providing a safe environment in which to conduct Court business by checking all customers, deliveries and mail entering the Court for any prohibited items, hazardous materials and weapons. It is also requested that the City Council authorize the City Manager to renew this contract, at his discretion, for an additional year based on satisfactory contractor performance.

Background

Glendale City Court has provided contracted security guard services for approximately 18 years. A team of trained professional uniformed guards is stationed at the security checkpoint located at the main entrance to the Court building. These security guards require all Court customers to pass through metal detectors and place all personal items on a conveyor belt for x-ray screening. During 2014 more than 100,000 Court visitors were screened by security staff prior to entering the Court facility. The team of three fulltime guards confiscated more than 4,700 prohibited items such as knives, box cutters and spray canisters.

In 2009, Materials Management issued a Request for Proposals (RFP) 09-11 to firms experienced in security guard services. The City received 16 offers. An evaluation panel reviewed the proposals and selected five firms as finalists to prepare and present their qualifications. Specific evaluation criteria included costs, capabilities of firm and staff, training, licensing and references. CBI Security Service received the award. All available renewal options under this contract have been exercised, and the contract expires on October 1, 2015. The vendor's performance under this award has been highly satisfactory. The previous provider was Maricopa County Superior Court.

On August 15, 2013, the State of Arizona entered into a contract, ADSP014-054367, with CBI Security Service for security screening purposes. In accordance with its special terms and conditions, this contract has been extended from August 15, 2015 to August 14, 2016. The contract is available for use by all state agencies, boards, commissions, and eligible political subdivisions including the City of Glendale. Purchases can be made by governmental entities from the effective date of award until the contract expires on August 14, 2016. This request is for the City Council to authorize the term of the agreement until the cooperative purchasing agreement ends on August 14, 2016 and to authorize the City Manager to renew this contract, at his discretion, for an additional year based on satisfactory contractor performance.

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 complies with the intent of Glendale’s procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

The budgeted amount for this expenditure exceeds the \$50,000 limit which requires Council approval. Therefore, staff is requesting approval of this item to establish the linking agreement and approve the expected level of expenditures until contract expiration on August 14, 2016, subject to the available budget appropriation.

Previous Related Council Action

On November 12, 2002, City Council adopted a resolution to enter into an Intergovernmental Agreement with Maricopa County Superior Court to provide security guard services.

On September 8, 2009, City Council awarded a bid and authorized the City Manager to enter into an Agreement for Court Security Services with Confidential Background Investigations, Inc. dba CBI Security Services.

Budget and Financial Impacts

The hourly rate the city pays for security screening services will be established by the state contract price in Exhibit C of this agreement. The hourly rate is slightly less than the amount currently being paid by Glendale City Court for these services through the same vendor. The funding is available in the FY14/15 operating budget. Expenditures in subsequent years will be dependent on future contract pricing and available appropriation.

Revenue generated from the Court Improvement Fee will fund the Court security guard services. The recommended budgeted amount will pay for these services and accommodate for potential future cost increases, limited overtime pay and possible expansions in the scope of guard duties.

Cost	Fund-Department-Account
\$120,774	1240-10510-518200, Court Security

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
CONFIDENTIAL BACKGROUND INVESTIGATIONS, INC., DBA CBI SECURITY**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of this _____ day of _____, 2015, between the City of Glendale, an Arizona municipal corporation (the "City"), and Confidential Background Investigations, Inc., dba CBI Security, a Utah corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. On August 15, 2013, under the Arizona State Purchasing Cooperative Agreement, the State of Arizona entered into a contract with Contractor to purchase the goods and services described in the Armed/Unarmed Security Services Contract, Contract No. ADSP014-054367, which is attached hereto as Exhibit A. The Armed/Unarmed Security Services Contract permits its cooperative use by other governmental agencies including the City. The Armed/Unarmed Security Services Contract is hereinafter referred to as the Cooperative Purchasing Agreement.
- B. Section 2-149 of the City's Procurement Code permits the Materials Manager to procure goods and services by participating with other governmental units in cooperative purchasing agreements when the best interests of the City would be served.
- C. Section 2-149 also provides that Materials Manager may enter into such cooperative agreements without meeting the formal or informal solicitation and bid requirements of Glendale City Code Sections 2-145 and 2-146.
- D. The City desires to contract with Contractor for supplies or services identical, or nearly identical, to the supplies or services Contractor is providing other units of government under the Cooperative Purchasing Agreement. Contractor consents to the City's utilization of the Cooperative Purchasing Agreement as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the supplies and services set forth in this Agreement.

AGREEMENT

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

- 1. **Term of Agreement.** The City is purchasing the supplies and/or services from Contractor pursuant to Cooperative Purchasing Agreement. According to the Cooperative Purchasing Agreement award and rate sheet, which are attached hereto as part of Exhibit B, purchases can be made by governmental entities from the date of award, which was August 15, 2013, until the date the contract expires on August 14, 2016, unless the term of the Cooperative Purchasing Agreement is extended by the mutual agreement of the original contracting

parties. The Cooperative Purchasing Agreement, however, may not extend the contract beyond August 14, 2017. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until August 14, 2016. The City, however, may renew the term of this Agreement for a one-year period until the Cooperative Purchasing Agreement expires on August 14, 2017, if the Cooperative Purchasing Agreement is extended by the original parties. Renewals are not automatic and shall only occur if the City gives the Contractor notice of its intent to renew. The City may give the Contractor notice of its intent to renew this Agreement 30 days prior to the anniversary of the Effective Date to effectuate such a one-year renewal.

2. Scope of Work; Terms, Conditions, and Specifications.

- A. Contractor shall provide City the supplies and/or services identified in the Scope of Work attached hereto as Exhibit B.
- B. Contractor agrees to comply with all the terms, conditions and specifications of the Cooperative Purchasing Agreement. Such terms, conditions and specifications are specifically incorporate into and are an enforceable part of this Agreement.

3. Compensation.

- A. City shall pay Contractor compensation at the same rate and on the same schedule as the Cooperative Purchasing Agreement, as provided in Exhibit C hereto.
- B. The total purchase price for the supplies and/or services purchased under this Agreement shall not exceed one hundred twenty thousand, seven hundred and seventy four dollars (\$120, 774/annually).

4. Cancellation. This Agreement may be cancelled pursuant to A.R.S. § 38-511.

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

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

[SIGNATURES APPEAR ON THE FOLLOWING PAGE.]

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

“City”

“Contractor”

City of Glendale, an Arizona
municipal corporation

Confidential Background Investigations, Inc.
dba CBI Security, a Utah corporation

By: _____
Richard A. Bowers
Acting City Manager

By: 
Name: Kama Schmidt
Title: General Manager

ATTEST:

Patricia Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONFIDENTIAL BACKGROUND INVESTIGATIONS, INC., DBA CBI SECURITY**

EXHIBIT A
State of Arizona Contract No. ADSPO14-054367



Master Blanket Purchase Order ADSP014-054367

Header Information

Purchase Order Number:	ADSP014-054367	Release Number:	0	Short Description:	Armed / Unarmed Security Services
Status:	3PS - Sent	Purchaser:	Cindy Tucker	Receipt Method:	Quantity
Fiscal Year:	2014	PO Type:	Blanket	Minor Status:	
Organization:	State of Arizona	Location:	STRGC - SPO Strategic	Type Code:	Statewide
Department:	ADSP0 - State Procurement Office	Entered Date:	08/12/2013 12:17:57 PM	Control Code:	
Alternate ID:		Retainage %:	0.00%	Discount %:	0.00%
Print Dest Detail:	If Different	Release Type:	Direct Release	Pcard Enabled:	No
Catalog ID:		Tax Rate:		Actual Cost:	\$0.00

Contact Instructions:

Master Blanket/Contract End Date (Maximum): 08/15/2017 11:59:59 PM

Project No.:

Building Code:

Cost Code:

Special Purchase Types:

PIJ NUMBER:

Coop Spend To Date:

Attachments:

[Amendment 1 to Solicitation.pdf](#), [ADSP014-054367 - CBI Security.pdf](#), [Attachment IV - Price Schedule-2.xlsx](#), [RFP ADSP013-00003094 Attachments I to V FINAL revised.doc](#), [Award - Determination.pdf](#), [Award - Determination Evaluation-7.pdf](#), [COI 10.6.13.pdf](#), [COI 09.24.2014.pdf](#), [CBI G of I.pdf](#), [CBI 2015 Rate Increase State of Arizona REVISED.xlsx](#), [cbi-device@cblsecurity.com_20150604_033758.pdf](#)

Primary Vendor Information & PO Terms

Vendor:	00002289 - CBI Security Service Kama Schmidt 1733 E. Bell Road Phoenix, AZ 85022	Payment Terms:	Net 30 Cost and Freight	Shipping Method:	United Parcel Service Freight Allowed
----------------	---	-----------------------	--------------------------------	-------------------------	--

US
 Email:
 kama@cbisecurity.com
 Phone: (602)788-2241
 FAX: (602)788-1028

**Shipping
 Terms:**

**Freight
 Terms:**

**PO
 Acknowledgements:**

Document	Notifications	Acknowledged Date/Time
Purchase Order	Emailed to kama@cbisecurity.com at 08/19/2013 10:07:23 AM	
Purchase Order	Emailed to kama@cbisecurity.com at 02/28/2014 09:08:36 AM	06/26/2014 09:51:45 AM
Purchase Order	Emailed to kama@cbisecurity.com at 06/27/2014 08:34:15 AM	
Purchase Order	Emailed to kama@cbisecurity.com at 06/04/2015 06:00:15 PM	
Purchase Order	Emailed to kama@cbisecurity.com at 06/10/2015 04:49:22 PM	

Master Blanket/Contract Vendor Distributor List

Vendor ID	Alternative ID	Vendor Name	Preferred Delivery Method	Vendor Distributor Status
<u>000002688</u>	18705365610	CBI Security Service	Email	Active

Master Blanket/Contract Controls

Master Blanket/Contract Begin Date: 08/15/2013 **Master Blanket/Contract End Date:** 08/14/2016
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	\$1,396.83	\$0.00

Item Information

1-5 of 22
 1 2 3 4 5

Print Sequence # 1.0, Item # 1: UNARMED SECURITY SERVICES - Straight Time All Regions 3PS - Sent

NIGP Code: 990-46
 Guard and Security Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$13.97	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:

Make: Packaging:

Project No.:

Building Code:

Cost Code:

Print Sequence # 1.0, Item # 2: UNARMED SECURITY SERVICES Overtime - All Regions 3PS - Sent

NIGP Code: 990-46
Guard and Security Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$20.96	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 3.0, Item # 3: UNARMED SECURITY SERVICES - Holiday Time All Regions 3PS - Sent

NIGP Code: 990-46
Guard and Security Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$20.96	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 4.0, Item # 4: UNARMED SECURITY SERVICES - Emergency Call All Regions 3PS - Sent

NIGP Code: 990-46
Guard and Security Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
Quantity	0.0	\$22.53	HR - Hour	0.00	\$0.00		\$0.00	\$0.00

Manufacturer: Brand: Model:
 Make: Packaging:
 Project No.:
 Building Code:
 Cost Code:

Print Sequence # 5.0, Item # 5: UNARMED SECURITY SERVICES - Shift Differential All Regions 3PS - Sent

NIGP Code: 990-46
Guard and Security Services

Receipt Method	Qty	Unit Cost	UOM	Discount %	Total Discount Amt.	Tax Rate	Tax Amount	Total Cost
----------------	-----	-----------	-----	------------	---------------------	----------	------------	------------

Quantity	0.0	\$14.52	HR - Hour	0.00	\$0.00	\$0.00	\$0.00
----------	-----	---------	-----------	------	--------	--------	--------

Manufacturer:

Brand:

Model:

Make:

Packaging:

Project No.:

Building Code:

Cost Code:

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1 2 3 4 5

Exit

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**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONFIDENTIAL BACKGROUND INVESTIGATIONS, INC., DBA CBI SECURITY**

EXHIBIT B

State of Arizona Contract No. ADSP014-054367
Scope of Work



Offer and Acceptance (Revised)

SOLICITATION NO.: ADSP013-00003094

PAGE
1

Armed / Unarmed Security Services

OFFEROR:

OF
47

State of Arizona
State Procurement Office
100 N 15th Avenue

Phoenix, Az. 85007

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

N/A

Federal Employer Identification No.:

87-0536561

Phone: 602-798-2241

Fax: 602-798-1028

CBI Security Service
Company Name

[Signature]
Signature of Person Authorized to Sign Offer

116841 N. 31st Avenue, #103
Address

Kama Schmidt
Printed Name

Phoenix AZ 85053
City State Zip

General Manager
Title

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

1. The submission of the Offer did not involve collusion or other anticompetitive practices.
2. The Offeror shall not discriminate against any employee or applicant for employment in violation of Federal Executive Order 11242, State Executive Order 2009-9 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. ADSP014-054367

The effective date of the Contract is 8/15/2013

The Contractor is 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

12th day of August 2013

[Signature]
Procurement Officer



	Request for Proposal		State of Arizona State Procurement Office 100 N. 15th Ave, Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP013-00003094	PAGE 2	
	Description: Armed / Unarmed Security Services	OF 47	

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	SOLICITATION NO.: ADSP013-00003094			PAGE 3
	Armed / Unarmed Security Services			OF 47
OFFFEROR:				

OFFER

TO THE STATE OF ARIZONA:

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

Arizona Transaction (Sales) Privilege Tax License No.:

Federal Employer Identification No.:

E-mail:

Phone:

Fax:

Company Name

Signature of Person Authorized to Sign Offer

Address

Printed Name

City

State

Zip

Title

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

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

ACCEPTANCE OF OFFER

The Offer is hereby accepted.

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

This Contract shall henceforth be referred to as **Contract No.** _____.

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

State of Arizona
 Awarded this _____ day of _____ 20__.

Procurement Officer



SCOPE OF WORK

Solicitation No.: ADSP013-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

1. Introduction

The State intends to contract with multiple contractors to provide Armed / Unarmed Security Services throughout the State of Arizona. Successful contractors must be prepared to provide both Armed and Unarmed Security Personnel State wide according to the requirements contained in this Solicitation.

2. Background

The State intends to implement contract(s) for the purchase of Armed / Unarmed Security services State wide to replace the existing State contract EPSO70053, Unarmed / Armed Security – State wide set to expire on 8/15/2013.

3. Geographic Coverage

For the purpose of this contract, the State of Arizona has been separated into four (4) Arizona regions containing multiple counties. It is the intent of the State to award a contract(s) on a statewide basis.

Contracts may however be awarded by region if determined it is in the best interest of the State. The contractor shall provide both armed and unarmed security services; meet all requirements in accordance with Scope of Work, specifications, Terms, and Conditions for the entire term of this contract. The four (4) regions are listed below and shown in Exhibit A.

- Region 1 – Maricopa, Gila, and Pinal *
- Region 2 – Mohave, La Paz, and Yuma
- Region 3 – Yavapai, Coconino, Navajo, and Apache
- Region 4 – Greenlee, Graham, Pima, Cochise, and Santa Cruz

* If Region 1 is selected, Contractor must select at least one additional Region for coverage.

4. Scope of Services

The awarded Contractor shall be responsible for providing all labor, materials, equipment, vehicles and services required to provide armed and unarmed security services state wide or awarded geographic area in accordance with the requirements contained herein for prices set forth on the attached price sheets.

4.1 Contractor Qualifications and General Requirements

At a minimum, the contractor and assigned security personnel shall be licensed and registered with the Arizona Department of Public Safety in accordance with A.R.S. 32, Chapter 26 and all applicable Arizona Department of Public Safety rules and regulations for security guard agencies and employees.

4.2 UNARMED - Services may include but are not be limited to All UNARMED security guard personnel assigned to the State shall:

- 4.2.1 Provide armed, unarmed, vehicle patrol security, and emergency response personnel for various State agencies;
- 4.2.2 Control access through public entrance doors;
- 4.2.3 Sign in visitors and determine purpose of visit, provide directions, escort employees;
- 4.2.4 Answer alarms and emergencies;
- 4.2.5 Respond to reported suspicious situations and emergency needs;
- 4.2.6 Perform parking lot surveillance, and check that doors are locked after office hours;
- 4.2.7 Be mentally alert and void of any serious hearing impairment;
- 4.2.8 Possess good visual capacity required to perform all required security functions;



SCOPE OF WORK

Solicitation No.: ADSPO13-00003094

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Description: **Armed / Unarmed Security Services**

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

- 4.2.9 Be a minimum of twenty one (21) years of age;
- 4.2.10 Possess either a High School degree or GED;
- 4.2.11 Graduate of a certified security officer/guard training program per Arizona Revised Statutes Title 32, Chapter 26;
- 4.2.12 Not have any felony convictions;
- 4.2.13 Not have a military dishonorable or undesirable discharge;
- 4.2.14 Be literate in the English language (able to read, write, and speak and understand clearly);
- 4.2.15 Capable of writing reports and maintaining daily activity log;
- 4.2.16 Possess required certificates of permits;
- 4.2.17 Meets the physical demands required in frequent walking and prolonged standing and sitting;
- 4.2.18 Possess a current First Aid and CPR certification cards;
- 4.2.19 Have familiarity with the use of a defibrillator;
- 4.2.20 Consent to be fingerprinted and submit to a background check;
- 4.2.21 Consent to successfully complete additional training as required by the designated State;
- 4.2.22 Successfully passed a pre-employment FBI background check;
- 4.2.23 Have had no convictions for felonies or any crimes involving moral turpitude or illegal use or possession of a dangerous weapon;
- 4.2.24 Possess a thorough knowledge of all security rules, regulations, procedures, and laws pertaining to detaining individuals;
- 4.2.25 Successfully passed the company's drug screening program;
- 4.2.26 Have in their possession, while on duty, an identification card in compliance with the Arizona Revised Statute 32-2633;
- 4.2.27 Have and maintain a valid Arizona Driver's License;
- 4.2.28 Be in good physical condition and capable of performing all assigned duties to include, but not limited to: Standing and or walking during entire assigned shift, occasional climbing of stairs and / or ladders, occasional lifting or carrying of objects weighing up to 50 pounds, occasional running of short distance (Minimum of one mile), using when necessary, self-defense in order to protect themselves as well as the State staff from both armed and unarmed attacks;
- 4.2.29 Enforce "no smoking" regulations;
- 4.2.30 Not allow unauthorized personnel into any restricted area; and,

Additional Requirements:

- 4.3 **ARMED** - All ARMED security guard personnel assigned to the State shall meet the requirements of Section 4.2 and shall:
 - 4.3.1 Be capable of providing security guard services to all regions awarded for the full term of the contract;
 - 4.3.2 Successfully complete the required firearms training per Arizona Revised Statute, A.R.S., Title 32, Chapter 26;
 - 4.3.3 Not be a prohibited possessor as defined in section A.R.S. 13-3101 or as described in Section 18 United States Code 922;
 - 4.3.4 Not have been convicted of any crime involving domestic violence as defined in Section A.R.S.13-3601;
 - 4.3.5 Not use shotguns or rifles under this contract unless specifically requested in a task order by the State;
 - 4.3.6 Carry firearms at all times while on duty; at no time is the firearm to be concealed;
 - 4.3.7 Have in possession a valid firearm permit;
 - 4.3.8 Not store weapons on any State premises unless required by the State and stated in a task order.

This is an example of the types of services provided and is not intended to limit the scope of services required. Agencies will work directly with the contractor and establish a scope of work depending on individual needs via a task order;



SCOPE OF WORK

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Description: **Armed / Unarmed Security Services**

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

4.4 Employees

- 4.4.1 The Contractor shall provide mentally alert and physically capable, adequately trained, experienced, responsible, and qualified adult personnel to perform the required contracted services in a safe, orderly, and timely manner. The State may require that the Contractor remove from the job any employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State;
- 4.4.2 Employees, while on duty, shall be appropriately dressed in clothing/uniform and may be required to wear an identification-patch; and,
- 4.4.3 Only employees of the Contractor designated with an identification patch/uniform will be allowed in the work locations during working hours.

4.5 Appearance

- 4.5.1 All security guard personnel assigned to work at the State shall be neat and clean in attire and person. Security guard personnel shall be properly uniformed while on duty and shall conduct themselves in a professional manner. All security guard shall wear and display badges and other identification required by designated State and in accordance with Arizona Revised Statute 32-2635 and Department of Public Safety, R13-6-501 and 502;

4.6 Vehicle Patrol

- 4.6.1 All Contractor vehicles under the control of any security guard personnel for specific Vehicle Patrol by the State shall comply with all traffic-control laws;
- 4.6.2 A vehicle under the control of a security guard agency is not an authorized emergency vehicle. The vehicle under the control of a security guard shall not be equipped with a siren or bell unless the vehicle is an armored car equipped with a siren as a crime alarm device;
- 4.6.3 All vehicles must be in good working order and properly licensed, insured, and registered with the State; and,
- 4.6.4 Vehicle markings, emblems, and insignia's shall be in accordance with Department of Public Safety, Title 13, Article 5, R13-6-503.

4.7 General Duties/Patrol

Assigned security personnel shall conduct periodic patrols of the facility parking lots for the purposes of monitoring, detecting and reporting of all unusual occurrences. Some assignments may require vehicle patrol. While on duty, the guard, as a representative for the State of Arizona performing assignments shall:

- 4.7.1 Wear Contractor issued "standard security guard uniforms";
- 4.7.2 Have company badges prominently displayed;
- 4.7.3 Complete assigned duty circuit "random facility patrols" according to designated schedules; this includes periodic patrols of the facilities interior structure and exterior grounds or designated area by State;
- 4.7.4 Serve as an escort for the State staff when requested;
- 4.7.5 Respond to all pages and calls as soon as possible without unnecessary delay to insure the safety of all personnel;
- 4.7.6 Notify their immediate supervisor in the event of an unscheduled absence to enable alternative coverage of the duty circuit;
- 4.7.7 Perform duties in a professional manner at all times;
- 4.7.8 Be courteous and respectful to the public and the State staff at all times being firm only when necessary;
- 4.7.9 Not be required to take any form of physical and verbal abuse from the public or State staff. Will report any incidences to State authorized designee through a written account at the end of the shift;



SCOPE OF WORK

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Description: **Armed / Unarmed Security Services**

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

- 4.7.10 Report any situation not able to handle to the Supervisor. The Supervisor will remain available for support as needed;
- 4.7.11 Ensure all breaks are taken on the facility grounds. Leaving the facility will result in a request for employee to be replaced;
- 4.7.12 Carry a company issued cell phone and/or radio to ensure communication at all times while on duty;
- 4.7.13 Cover all assigned posts at all times;
- 4.7.14 Smoke only in designated authorized areas only;
- 4.7.15 Consume only Non-alcoholic beverages while at post;
- 4.7.16 Be prohibited from consuming non-alcoholic beverages when the public is in the facility;
- 4.7.17 During duty hours maintain control of premises entry/exit; unarmed walking surveillance boundaries;
- 4.7.18 Be properly trained and capable of operating and or using State Security cameras and monitoring system equipment, walkthrough metal detectors, hand held metal detectors, as well as occasionally performing package searches;
- 4.7.19 Maintain weapons lockers as per State policy; and,
- 4.7.20 Perform other general security duties in accordance with written and oral instructions issued by designated State agency.

4.8 Response Time

On-site response time by the awarded Contractor shall be within twenty-four (24) hours of notification by the using State agency. Contractor's facilities must be open for business and available to provide the services contained herein during the normal business hours of 8:00 AM till 5:00 PM Monday through Friday (excluding State holidays).

- 4.8.1 Any security guard personnel assigned to work at the State and voluntarily leave their post or are required to be removed by the State at any time during a shift; it is the Contractors responsibility to replace those personnel with qualified alternate security personnel within two (2) hours.
- 4.8.2 The Contractor will be required to remove and replace any security personnel that the State finds objectionable for any cause. The State representative or designee will report the name of the security personnel and the reason for removal to the Contractor. The Contractor shall replace the employee with a qualified alternate security by the start of the next shift. The Contractor shall supply the State with all proper license and certification for the replacement security personnel within twenty-four (24) hours.

4.9 Late for Duty

Tardiness is not allowed or excused. It is important for the Contractor to adhere to the time frames for service as set forth in this contract. Services are for the seven days of the week. Any change in schedule times will be provided to the Contractor at least twenty-four (24) hours prior to implementing a new time schedule. If the Contractor does not meet the scheduled times exactly, meaning the security guard personnel is not present for duty at the time specified, the State will file a deficiency report with the State Procurement Office.

4.10 Reporting/Record Keeping

Assigned security personnel shall be responsible for notifying all appropriate State personnel in the event of fire, fire alarm related incidents, unsafe conditions, vandalism, theft or intrusion, crimes committed and criminal activity as soon as is practical. Contractor shall submit written reports of all unusual incidents or hazardous conditions at the conclusion of each shift. Contractor shall maintain, and submit upon request, complete and chronologically accurate and legible security shift log to the State authorized designee.



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Description: **Armed / Unarmed Security Services**

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

The Contractor shall maintain complete and accurate records required to substantiate services provided to the State. Such records must indicate the security personnel providing the service along with the times and dates of service. The Contractor must make these records available to the State upon request.

4.11 Billing

A two (2) hour shift minimum will be allowed and may be billed. All employees must sign in and out for each shift. Copies of all sign in and out sheets must accompany all invoices.

Example: A State agency may require Security Guard services for a 30-minute meeting. The security guard is able to bill two (2) hours in providing this coverage.

Overtime

Overtime hours invoiced will not be paid unless previously approved by a State representative authorized in writing.

4.12 Inspection of Assigned Personnel

The Contractor shall periodically, and upon request of the State, examine and review the security personnel at the assigned location to determine compliance with assigned duties. The Contractor must maintain a written record of each inspection documenting the dates, times and any comments the service provided and shall make the records available to the State upon request.

5.0 Agency Responsibilities

The State shall determine the number of security personnel and supervisors required and provide a schedule to the Contractor. All changes to the schedule must have State approval.

5.1 The hours of service will be designated by the State based upon facility requirements.

5.2 Designation of specific assignments outside the facility shall be determined by the State.

5.3 The State reserves the right to interview and approve or disapprove any of the personnel to be assigned to the contract.

5.4 The State will provide post orders that are to be followed by security personnel.

6.0 Task Order Assignments

6.1 Within the guidelines set forth in this Scope of Work, a detailed Task Order shall be developed for each Armed / Unarmed Assignment and agreed to by both parties. The Task Order shall describe additional requirements based on the State's needs and incorporated herein by reference.

State Task Orders shall define additional requirements such as:

- Additional Training Requirements (required video viewing or policy and procedures, documentation, etc.);
- Knowledge of security equipment (metal detectors, video cameras, etc.);
- Duration of assignment from start to finish.

6.2 Contractor and State shall negotiate pricing consistent with the Contractor's price sheets;

6.3 The Contractor shall complete all work in accordance with the provisions of this Scope of Work and the Task Order as negotiated for each specific Assignment;

6.4 Assigned security guard personnel shall perform other general security duties in accordance with written and oral instructions issued by the State authorized designee; and,



SCOPE OF WORK

Solicitation No.: ADSPO13-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

6.5 Contractor shall assign all Task Order's a unique number beginning with "6.0 – State Agency Name – unique number" as assigned by the Contractor for reference. Exhibit B shows an "example only" of a task order.

7.0 Will Call/Ordering Support

The Contractor(s) shall provide and maintain applicable toll-free telephone numbers and facsimile numbers for State use. Failure to maintain this service may be cause for cancellation of the contract.

(End of Section)



Uniform Terms and Conditions

Solicitation No.: ADSP013-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

1. Definition of Terms

As used in this Solicitation and any resulting Contract, the terms listed below are defined as follows:

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

2. Contract Interpretation

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



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Contract are a part of this Contract as if fully stated in it.

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

2.3.1. Special Terms and Conditions;

2.3.2. Uniform Terms and Conditions;

2.3.3. Statement or Scope of Work;

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.



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- 3.4. **Facilities Inspection and Materials Testing.** The Contractor agrees to permit access to its facilities, subcontractor facilities and the Contractor's processes or services, at reasonable times for inspection of the facilities or materials covered under this Contract. The State shall also have the right to test, at its own cost, the materials to be supplied under this Contract. Neither inspection of the Contractor's facilities nor materials testing shall constitute final acceptance of the materials or services. If the State determines non-compliance of the materials, the Contractor shall be responsible for the payment of all costs incurred by the State for testing and inspection.
- 3.5. **Notices.** Notices to the Contractor required by this Contract shall be made by the State to the person indicated on the Offer and Acceptance form submitted by the Contractor unless otherwise stated in the Contract. Notices to the State required by the Contract shall be made by the Contractor to the Solicitation Contact Person indicated on the Solicitation cover sheet, unless otherwise stated in the Contract. An authorized Procurement Officer and an authorized Contractor representative may change their respective person to whom notice shall be given by written notice to the other and an amendment to the Contract shall not be necessary.
- 3.6. **Advertising, Publishing and Promotion of Contract.** The Contractor shall not use, advertise or promote information for commercial benefit concerning this Contract without the prior written approval of the Procurement Officer.
- 3.7. **Property of the State.** Any materials, including reports, computer programs and other deliverables, created under this Contract are the sole property of the State. The Contractor is not entitled to a patent or copyright on those materials and may not transfer the patent or copyright to anyone else. The Contractor shall not use or release these materials without the prior written consent of the State.
- 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.



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

3.12. Offshore Performance of Work Prohibited.

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

4. Costs and Payments

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

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

4.3. Applicable Taxes.

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

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

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

4.3.4. IRS W9 Form. In order to receive payment the Contractor shall have a current I.R.S. W9 Form on file with 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.



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5. Contract Changes

- 5.1. **Amendments.** This Contract is issued under the authority of the Procurement Officer who signed this Contract. The Contract may be modified only through a Contract Amendment within the scope of the Contract. Changes to the Contract, including the addition of work or materials, the revision of payment terms, or the substitution of work or materials, directed by a person who is not specifically authorized by the procurement officer in writing or made unilaterally by the Contractor are violations of the Contract and of applicable law. Such changes, including unauthorized written Contract Amendments shall be void and without effect, and the Contractor shall not be entitled to any claim under this Contract based on those changes.
- 5.2. **Subcontracts.** The Contractor shall not enter into any Subcontract under this Contract for the performance of this contract without the advance written approval of the Procurement Officer. The Contractor shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities. The Subcontract shall incorporate by reference the terms and conditions of this Contract.
- 5.3. **Assignment and Delegation.** The Contractor shall not assign any right nor delegate any duty under this Contract without the prior written approval of the Procurement Officer. The State shall not unreasonably withhold approval.

6. Risk and Liability

- 6.1. **Risk of Loss:** The Contractor shall bear all loss of conforming material covered under this Contract until received by authorized personnel at the location designated in the purchase order or Contract. Mere receipt does not constitute final acceptance. The risk of loss for nonconforming materials shall remain with the Contractor regardless of receipt.
- 6.2. **Indemnification**
- 6.2.1. **Contractor/Vendor Indemnification (Not Public Agency)** The parties to this contract agree that the State of Arizona, its departments, agencies, boards and commissions shall be indemnified and held harmless by the Contractor for the vicarious liability of the State as a result of entering into this contract. However, the parties further agree that the State of Arizona, its departments, agencies, boards and commissions shall be responsible for its own negligence. Each party to this contract is responsible for its own negligence.
- 6.2.2. **Public Agency Language Only** Each party (as 'indemnitor') agrees to indemnify, defend, and hold harmless the other party (as 'indemnitee') from and against any and all claims, losses, liability, costs, or expenses (including reasonable attorney's fees) (hereinafter collectively referred to as 'claims') arising out of bodily injury of any person (including death) or property damage but only to the extent that such claims which result in vicarious/derivative liability to the indemnitee, are caused by the act, omission, negligence, misconduct, or other fault of the indemnitor, its officers, officials, agents, employees, or volunteers."
- 6.3. **Indemnification - Patent and Copyright.** The Contractor shall indemnify and hold harmless the State against any liability, including costs and expenses, for infringement of any patent, trademark or copyright arising out of Contract performance or use by the State of materials furnished or work performed under this Contract. The State shall 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.



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6.4. Force Majeure.

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

6.4.2. Force Majeure shall not include the following occurrences:

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

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

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

6.4.3. If either party is delayed at any time in the progress of the work by force majeure, the delayed party shall notify the other party in writing of such delay, as soon as is practicable and no later than the following working day, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by Contract Amendment for a period of time equal to the time that results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

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

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

7. Warranties

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

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

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

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



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- 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



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Contract shall be amended in writing accordingly.

- 8.3. Non-exclusive Remedies. The rights and the remedies of the State under this Contract are not exclusive.
- 8.4. Nonconforming Tender. Materials or services supplied under this Contract shall fully comply with the Contract. The delivery of materials or services or a portion of the materials or services that do not fully comply constitutes a breach of contract. On delivery of nonconforming materials or services, the State may terminate the Contract for default under applicable termination clauses in the Contract, exercise any of its rights and remedies under the Uniform Commercial Code, or pursue any other right or remedy available to it.
- 8.5. Right of Offset. The State shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the State, or damages assessed by the State concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Uniform Terms and Conditions.

9. Contract Termination

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



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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**

10.1. All contract claims or controversies under this Contract shall be resolved according to A.R.S. Title 41, Chapter 23, Article 9, and rules adopted thereunder.

11. **Arbitration**

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

12. **Comments Welcome**

12.1. 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.



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Purpose

Pursuant to provisions of the Arizona Procurement Code, ARS 41-2501 et seq., the State of Arizona, State Procurement Office intends to establish a contract for the materials or services as listed herein.

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

- 1.1. "Armed Security Guard" – A security guard that will provide security to State Agencies and will carry a licensed firearm.
- 1.2. Shall or Must – Denotes that which is a mandatory requirement. Failure to meet a mandatory requirement will result in the rejection of a bid proposal as material non-responsive.
- 1.3. Unarmed Security Guard – A security guard that will provide security to State Agencies without carrying a licensed firearm.

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

3. CONTRACT ADMINISTRATION

- 3.1. **Contract Term** - The term of any resultant contract will commence on the date of award and will continue for one year unless canceled, terminated or extended as otherwise provided herein.
- 3.2. **Contract Extension** - The contract term is for a one (1) year period subject to additional successive periods of a maximum twelve months per extension with a maximum aggregate including all extensions not to exceed Four (4) years.
- 3.3. **Contract Type (Firm Fixed Price)** - The contract shall be a firm fixed price, indefinite quantity.
- 3.4. **Licenses** - Contractor shall maintain in current status all Federal, State and Local licenses and permits required for the operation of a business conducted by the Contractor.
- 3.5. **Administrative Fee** - Contractor shall pay an Administrative Fee to the State in the amount of one percent (1%) of the total contract sales. The Administrative Fee is calculated based on all sales transacted under the contract, minus all taxes and any returns or credits. The Administrative Fee shall not be charged directly to the customer, e.g., as a separate line item, a fee or a surcharge, but shall be included in the contract's unit prices.

The Administrative Fee shall be submitted, along with a Quarterly Usage Report documenting all contract sales, to the State Procurement Office within thirty (30) days following the end of each calendar quarter. For more information on the Quarterly Usage Report or the Administrative Fee, its calculation, submission or use, see the State Procurement Office's web site at: <http://spo.az.gov/Contractor Resources/Admin Fee>.

At its option, the State may limit the applicability of the Administrative Fee to contract sales from some customers and not to others, e.g., fee is only applicable to sales from members of the State Purchasing Cooperative and not sales to State Agencies. See the State's website (above) for more information in this regard. The State will provide thirty (30) days written notice before exercising or changing this option.



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Failure to remit Administrative fees in a timely manner or remit fees inconsistent with the contract's requirements may result in the State exercising any recourse available under the contract including a third party audit of all contract activity. Should an audit be required by the State, the Contractor shall reimburse the State for all costs associated with the audit up to \$5,000 or one (1%) percent of the contract's estimated annual value, whichever is higher.

- 3.6. Usage Report** - The Contractor shall furnish the state a usage report delineating the acquisition activity governed by the contract. The format of the report shall be approved by the state and shall disclose the quantity and the dollar value of each contract item by individual purchasing unit.

The usage reports shall be due at the end of each Quarter and are to be furnished to the contract officer of record no later than 15 days after the end of Quarter as follows:

First Quarter = January 1 – March 31
Second Quarter = April 1 – June 30
Third Quarter = July 1 – September 30
Fourth Quarter = October 1 – December 31

- 4. ESTIMATED QUANTITIES (Considerable)** - The state anticipates considerable activity resulting from contracts that will be awarded as a result of this solicitation; however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by each potential Contractor.

- 5. NOTICE OF DEFAULT** - The State reserves the right to cancel the whole or any part of the contract due to failure of the Contractor to carry out any term, promise, or condition of the contract. The State will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as in any of the following:

The Contractor provides personnel that do not meet the requirements of the contract.

The Contractor fails to perform adequately the services required in the contract.

The Contractor attempts to impose on the State, personnel, which are of an unacceptable quality.

The Contractor fails to furnish the required product within the time stipulated in the contract.

The Contractor fails to make progress in the performance of the requirements of the contract and/or gives the State a positive indication that the Contractor will not or cannot perform to the requirements of the contract.

If the Contractor does not correct the above problem(s) within ten (10) days after receiving the notice of default, the State may cancel the contract. If the State cancels the contract pursuant to this clause, the State reserves all rights or claims to damage for breach of contract.

6. DIVERSITY

- 6.1. Americans with Disabilities Act of 1990** The Contractor shall comply with the Americans with Disabilities Act of 1990 (Public Law 101-336) and the Arizona Disability Act of 1992 (A.R.S § 41-1492 et. seq.), which prohibits discrimination on the basis of physical or mental disabilities in delivering contract services or in the employment, or advancement in employment of qualified individuals.

- 6.2. Persons with a disability** may request a reasonable accommodation, such as a sign language interpreter, by contacting the Contract Manager for the solicitation. Request should be made as early as possible to allow time to arrange the accommodation.



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7. CONTRACTOR PERSONNEL -

During the course of the contract, the State reserves the right to require the Contractor to reassign or otherwise remove from the project any Contractor employees found unacceptable by the State.

The State reserves the right to approve in advance in writing, any changes to the Contractor personnel specified in the Contractor's proposal. The State will not unreasonably exercise the rights reserved under this paragraph.

- 7.1. **Key Personnel** - It is essential that the Contractor provide an adequate staff of experienced personnel, capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must assign specific individuals to the key positions. Once assigned to work under the contract, key personnel shall not be removed or replaced without the prior written approval of the issuing agency and a copy to the procurement office of record;
- 7.2. **Contractor's Other Contract Responsibilities** - Furnish all necessary labor, tools, equipment, vehicles, supplies, and traffic control services and devices as needed to effectively perform the services as specified in this contract;
- 7.3. **Contractor Selection and Assignments** - The State makes no guarantee as to the amount of work to be assigned to any Contractor and may exercise its option not to utilize the services requested herein. The State is under no financial obligation to any selected Contractor unless the State issues a Purchase Order for a specific assignment;
- 7.4. **Code of Conduct** - The Contractor shall avoid any action that might create or result in the appearance of a) inappropriate use or divulging of information gathered or discovered pursuant to the performance of its duties under the contract; b) acted on behalf of the State without appropriate authorization; c) provided favorable or unfavorable treatment to anyone; d) made a decision on behalf of the State that exceeded its authority, could result in impartiality, or have a political consequence for the State; e) misrepresent or otherwise impeded the efficiency, authority, actions, policies, or adversely affect the confidence of the public or integrity of the State; or, f) loss of impartiality when advising the State;
- 7.5. **Compliance Requirements for A.R.S. § 41-4401, Government Procurement; E-Verify Requirement.**
The 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. (That subsection reads: "After December 31, 2007, every employer, after hiring an employee, shall verify the employment eligibility of the employee through the e-verify program). A breach of a warranty regarding compliance with immigration laws and regulations shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contracts. Failure to comply with a State audit process to randomly verify the employment records of Contractors and subcontractors shall be deemed a material breach of the contract and the Contractor may be subject to penalties up to and including termination of the contract. The State retains the legal right to inspect the papers of any employee who works on the contract to ensure that the Contractor or subcontractor is complying with the warranty.
- 7.6. **Removal of Contractor's Employees** - The Contractor agrees to utilize only experienced, responsible and capable people in the performance of the work. The State may require that the Contractor remove from the job covered by this contract, employees who endanger persons or property or whose continued employment under this contract is inconsistent with the interest of the State;



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8. **CONFLICT OF INTEREST** - The Contractor covenants that no public or private interest exists and none shall be acquired directly or indirectly which would conflict in any manner with the performance of Contractor's contract;
9. **INDEPENDENT CONTRACTOR** - This contract is for the Contractor to provide work under a service agreement with the State and not as an employee or agent of the State. The Contractor is solely and exclusively responsible, legally and financially, for wages, per diem, taxes, Social Security payments, health benefits, insurance, bonds, Workmen's Compensation costs, and any other fees or expenses the contractor may be required to pay in his normal course of business.
10. **ACCURACY OF WORK** - The Contractor shall be responsible for the accuracy of the work and shall promptly make all necessary revisions or corrections resulting from errors and omissions on the part of the Contractor without additional compensation. Acceptance of the work by the State will not relieve the Contractor of the responsibility for subsequent correction of any such errors and the clarification of any ambiguities.

11. ORDERING / BILLING –

- 11.1. **Ordering Process** - 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 the State to order and the Contractor to deliver the material and /or service;

Any attempt to represent any material and/or service not specifically awarded, as being under contract with the 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;

- 11.2. All billing notices or invoices shall be sent to the eligible using state 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:

- a. Name and address of the Contractor;
- b. Both the contract number and contract release/purchase order number;
- c. The Contractors federal tax identification number;
- d. The Contractor's remittance address;
- e. A description of the goods or services provided;
- f. Quantity and delivery/service timeframe;
- g. Itemized (if applicable) and total invoice pricing.

12. TASK ORDER(S)

- 12.1. As stated in the Scope of Work, Section 6, the Contractor shall furnish to the State, when ordered, an agreed upon final Task Order. The Contractor shall furnish to the State services specified by the mutually agreed upon Task Order issued in accordance with the Ordering clause.
- 12.2. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. Task orders may be amended.
- 12.3. There is no limit on the number of task orders that may be issued.

13. REQUIREMENTS CONTRACT



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13.1. This is a requirements contract for the services specified and effective for the period stated. The quantities of service specified are estimates only and are not purchased by this contract.

13.2. Task performance shall be made only as authorized by task orders issued in accordance with the Ordering clause. Subject to any limitations elsewhere in this contract, the Contractor shall furnish to State services specified and called for by task orders issued in accordance with the Ordering clause.

13.3. Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the task order. Task orders may be amended.

14. PAYMENT

14.1. Hourly rates must contain all direct and indirect costs including, but not limited to overhead, wages, fee or profit, clerical support, portal to portal travel expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be billed to the State.

14.2. Payments will be made for the actual hours worked and/or other costs incurred or provided for in accordance with **Attachment IV - Price Schedule**.

14.3. Overtime hours are calculated as hours worked by a single security guard for the same State in excess of forty (40) hours in a week and will be paid in accordance with **Attachment IV - Price Schedule**.

14.4. The State does not guarantee any minimum or maximum fee during the period of this contract, and the Contractor, in accepting this contract, does not anticipate any minimum or maximum fee.

14.5. The State shall pay the Contractor in full for each Task Assignment upon satisfactory completion and acceptance by the using Agency.

14.6. The Contractor shall provide back-up documentation with each invoice. The back-up documentation shall clearly indicate the hours worked, date, and employee's name, including sub-contractors. All backup documentation shall include copies of any sub-contractors or vendor invoices.

15. **RATE INCREASE** - The Contractor shall submit a request for a rate increase a minimum of 90 days prior to the contract renewal date. The request shall be in writing and include supportive justification for the proposed increase. The rate increase shall only be considered at time of contract extension. The State will review the request and shall determine if the increase shall be granted or if an alternate option is in the best interests of the State. The rate increase adjustment, if approved, will be effective and executed via a contract amendment.

16. INDEMNIFICATION

Contractor shall indemnify, defend, save and hold harmless the State of Arizona, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") from and against any and all claims, actions, liabilities, damages, losses, or expenses (including court costs, attorneys' fees, and costs of claim processing, investigation and litigation) (hereinafter referred to as "Claims") for bodily injury or personal injury (including death), or loss or damage to tangible or intangible property caused, or alleged to be caused, in whole or in part, by the negligent or willful acts or omissions of Contractor or any of its owners, officers, directors, agents, employees or subcontractors. This indemnity includes any claim or amount arising out of, or recovered under, the



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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.

17. INSURANCE

Insurance Requirements:

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

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

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

17.3.1. Commercial General Liability – Occurrence Form

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

- General Aggregate \$5,000,000
- Products – Completed Operations Aggregate \$5,000,000
- Personal and Advertising Injury \$5,000,000
- Blanket Contractual Liability – Written and Oral \$5,000,000
- Damage to Rented Premises \$ 50,000
- Each Occurrence \$5,000,000

- a. The policy shall be endorsed to include errors and omissions coverage.
- b. Policy shall be endorsed to include master key coverage.
- c. Policy shall be endorsed to include coverage for "care-custody-control" of property of others.
- d. Policy shall include coverage for the operation of mobile equipment. (if required as part of the Scope of Services).
- e. 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



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purchased by the Contractor, even if those limits of liability are in excess of those required by this Contract.

- f. 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.
- g. The policy shall be endorsed to cover reasonable use of force to protect persons or property.

17.3.2. 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, its departments, agencies, boards, commissions, universities and its officers, officials, agents, and employees for losses arising from work performed by or on behalf of the Contractor.
- c. Policy shall contain a severability of interest provision.

17.3.3. 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.

17.4. 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

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indemnification provisions of this Contract.

17.5. Notice of Cancellation: With the exception of (10) day notice of cancellation for non-payment of premium, any changes material to compliance with this contract in the insurance policies above shall require (30) days written notice to the State of Arizona. Such notice shall be sent directly to **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Phoenix, Arizona 85007, Attn: Procurement Officer** and shall be sent by certified mail, return receipt requested.

17.6. 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.

17.7. 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 **State of Arizona, State Procurement Office, 100 N. 15th Avenue, Phoenix, Arizona 85007, Attn: Procurement Officer**. The State of Arizona project/contract number and project description shall be noted on the certificate of insurance. The State of Arizona reserves the right to require complete, certified copies of all insurance policies required by this Contract at any time.

17.8. 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.

17.9. 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.

17.10. 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.

18. NON-EXCLUSIVE CONTRACT This contract has been awarded with the understanding and agreement that it is for the sole convenience of the State of Arizona. The State reserves the right to obtain like goods or services from another source when necessary. Off-contract purchase authorization(s) may be approved by either the agency (within an agencies delegated authority) or by the State Procurement Office. Approvals shall be at the exclusive discretion of the State and shall be final. Off-contract procurement shall be consistent with the Arizona Procurement Code.

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19. FINANCIAL STABILITY - The Agency must be notified in writing of any substantial change in the Offeror's financial condition during the term of the Contract. Failure to notify the State Procurement Officer of such a substantial change in financial condition will be sufficient grounds for terminating the Contract.

20. 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 provisions collectively called 'Notices'), shall be in writing and shall be 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:

If intended for the State, to:

Department of Administration
 State Procurement Officer
 Attention: Procurement Officer
 100 N 15th Avenue, Suite 201
 Phoenix, Arizona 85007

If intended for the Contractor, to:

The Contractor Company Name
 Attention: Contractor Contact
 Address:
 City, State, Zip

21. ORGANIZATION-EMPLOYMENT DISCLAIMER

21.1. The contract is not intended to constitute, create, give to, or otherwise recognize a joint venture agreement or relationship, partnership or formal business organization of any kind, and the right and obligations of the parties shall be only those expressly set forth in the contract.

21.2. The parties agree that no persons supplied by the Contractor in the performance of Contractor's obligations under the contract are considered to be State employees, and that no right of State civil service, retirement or personnel rules accrue to such persons. The Contractor shall have total responsibility for all salaries, wages, bonuses, retirement, withholdings, worker's compensation, occupational disease compensation, unemployment compensation, other employee benefits and all taxes and premiums appurtenant thereto concerning such persons, and shall save and hold the State harmless with respect thereto.

22. RELATIONSHIP WITH OTHERS - The Contractor shall cooperate fully with the State, the Arizona counties, municipalities and local government officials, and all such others as may be required in the performance of this Contract. This shall include attendance at meetings, discussion, and hearings, as may be required; presentation of data, as may be requested from time to time by the State to effect such cooperation; and compliance with all directives issued by the State.

23. SCRUTINIZED BUSINESS OPERATIONS

Pursuant to A.R.S. § 35-391.06 and § 35-393.06, the Contractor certifies that it does not have a scrutinized business operation in Sudan or Iran. For the purpose of this Section the term "scrutinized business operations" shall have the meanings set forth in A.R.S. § 35-391 or and § 35-393, as applicable.

24. SECURITY

Contractor's current and subsequent personnel, as well as those of their duly recognized subcontractors, shall comply with all applicable statutes, administrative regulation, policies, practices and procedures



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while providing supplies and/or services under the contract. Notwithstanding any additional security requirements in the Scope of Work, as deemed necessary by the State, certain personnel with access to sensitive information and/or infrastructure of the State or an Eligible Agency, shall be subject to background checks.

25. SECURITY CLEARANCE

A security clearance may be required of the Contractor and of all employees of the Contractor or subcontractor as designated by the using Agency.


26. SUBCONTRACTORS

Supplemental to the Subcontractor term in the Uniform Terms and Conditions, Contractor shall not enter into any Subcontract under this Contract, for the provision of supplies or performance of services under this Contract, without the advance written approval of the Procurement Officer. When requesting the Procurement Officer's approval, the Contractor shall list all new subcontractors, their contact information, certifications required of them, their Minority and Women Owned Enterprise status (cite any certifications use in determining such status) as well as the subcontractor's proposed responsibilities under the Contract. With the request, Contractor shall certify that all Subcontracts incorporate by reference the terms and conditions of this Contract.

27. SUSPENSION OF WORK

The State shall immediately suspend operations when work performance is observed in violation of safety rules, regulations or practices.

(End of Section)

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1. Definition of Terms. As used in these Instructions, the terms listed below are defined as follows:

"Attachment" means any item the Solicitation requires an Offeror to submit as part of the Offer.

"Contract" means the combination of the Solicitation, including the Uniform and Special Instructions to Offerors, the Uniform and Special Terms and Conditions, and the Specifications and Statement or Scope of Work; the Offer and any Best and Final Offers; and any Solicitation Amendments or Contract Amendments.

"Contract Amendment" means a written document signed by the Procurement Officer that is issued for the purpose of making changes in the Contract.

"Contractor" means any person who has a Contract with the State.

"Days" means calendar days unless otherwise specified.

"Exhibit" means any item labeled as an Exhibit in the Solicitation or placed in the Exhibits section of the Solicitation.

"Offer" means bid, proposal or quotation.

"Offeror" means a vendor who responds to a Solicitation.

"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.

"Solicitation" means an Invitation for Bids ("IFB"), a Request for Proposals ("RFP"), or a Request for Quotations ("RFQ").

"Solicitation Amendment" means a written document that is signed by the Procurement Officer and issued for the purpose of making changes to the Solicitation.

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

"State" means the State of Arizona and Department or Agency of the State that executes the Contract.

2. Inquiries

2.1. Duty to Examine. It is the responsibility of each Offeror to examine the entire Solicitation, seek clarification in writing (inquiries), and examine its Offer for accuracy before submitting the Offer. Lack of care in preparing an Offer shall not be grounds for modifying or withdrawing the Offer after the Offer due date and time, nor shall it give rise to any Contract claim.

2.2. Solicitation Contact Person. Any inquiry related to a Solicitation, including any requests for or inquiries regarding standards referenced in the Solicitation shall be directed solely to the Solicitation contact person. The Offeror shall not contact or direct inquiries concerning this Solicitation to any other State employee unless the Solicitation specifically identifies a person other than the Solicitation contact person as a contact.

2.3. Submission of Inquiries. The Procurement Officer or the person identified in the Solicitation as the contact for inquiries except at the Pre-Offer Conference, require that an inquiry be submitted in writing. Any inquiry related to a Solicitation shall refer to the appropriate Solicitation number,



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page and paragraph. Do not place the Solicitation number on the outside of the envelope containing that inquiry, since it may then be identified as an Offer and not be opened until after the Offer due date and time. The State shall consider the relevancy of the inquiry but is not required to respond in writing.

- 2.4. Timeliness. Any inquiry or exception to the solicitation shall be submitted as soon as possible and should be submitted at least seven days before the Offer due date and time for review and determination by the State. Failure to do so may result in the inquiry not being considered for a Solicitation Amendment.
- 2.5. No Right to Rely on Verbal Responses. An Offeror shall not rely on verbal responses to inquiries. A verbal reply to an inquiry does not constitute a modification of the solicitation.
- 2.6. Solicitation Amendments. The Solicitation shall only be modified by a Solicitation Amendment.
- 2.7. Pre-Offer Conference. If a pre-Offer conference has been scheduled under this Solicitation, the date, time and location shall appear on the Solicitation cover sheet or elsewhere in the Solicitation. Offerors should raise any questions about the Solicitation or the procurement at that time. An Offeror may not rely on any verbal responses to questions at the conference. Material issues raised at the conference that result in changes to the Solicitation shall be answered solely through a written Solicitation Amendment.
- 2.8. Persons With Disabilities. Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, by contacting the Solicitation contact person. Requests shall be made as early as possible to allow time to arrange the accommodation.

3. Offer Preparation

- 3.1. Forms: No Facsimile, Telegraphic or Electronic Mail Offers. An Offer shall be submitted either on the forms provided in this Solicitation or their substantial equivalent. Any substitute document for the forms provided in this Solicitation must be legible and contain the same information requested on the forms, unless the solicitation indicates otherwise. A facsimile, telegraphic, mailgram or electronic mail Offer shall be rejected if submitted in response to requests for proposals or invitations for bids.
- 3.2. Typed or Ink; Corrections. The Offer shall be typed or in ink. Erasures, interlineations or other modifications in the Offer shall be initialed in ink by the person signing the Offer. Modifications shall not be permitted after Offers have been opened except as otherwise provided under applicable law.
- 3.3. Evidence of Intent to be Bound. The Offer and Acceptance form within the Solicitation shall be submitted with the Offer and shall include a signature (or acknowledgement for electronic submissions, when authorized) by a person authorized to sign the Offer. The signature shall signify the Offeror's intent to be bound by the Offer and the terms of the Solicitation and that the information provided is true, accurate and complete. Failure to submit verifiable evidence of intent to be bound, such as an original signature, shall result in rejection of the Offer.
- 3.4. Exceptions to Terms and Conditions. All exceptions included with the Offer shall be submitted in a clearly identified separate section of the Offer in which the Offeror clearly identifies the specific paragraphs of the Solicitation where the exceptions occur. Any exceptions not included in such a section shall be without force and effect in any resulting Contract unless such exception is specifically accepted by the Procurement Officer in a written statement. The Offeror's preprinted or standard terms will not be considered by the State as a part of any resulting Contract.



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- 3.4.1. Invitation for Bids. An Offer that takes exception to a material requirement of any part of the Solicitation, including terms and conditions, shall be rejected.
- 3.4.2. Request for Proposals. All exceptions that are contained in the Offer may negatively affect the State's proposal evaluation based on the evaluation criteria stated in the Solicitation or result in rejection of the Offer. An offer that takes exception to any material requirement of the solicitation may be rejected.
- 3.5. Subcontracts. Offeror shall clearly list any proposed subcontractors and the subcontractor's proposed responsibilities in the Offer.
- 3.6. Cost of Offer Preparation. The State will not reimburse any Offeror the cost of responding to a Solicitation.
- 3.7. Solicitation Amendments. Each Solicitation Amendment shall be signed with an original signature by the person signing the Offer, and shall be submitted no later than the Offer due date and time. Failure to return a signed (or acknowledgement for electronic submission, when authorized) copy of a Solicitation Amendment may result in rejection of the Offer.
- 3.8. Federal Excise Tax. The State of Arizona is exempt from certain Federal Excise Tax on manufactured goods. Exemption Certificates will be provided by the State.
- 3.9. Provision of Tax Identification Numbers. Offeror(s) are required to provide their Arizona Transaction Privilege Tax Number and/or Federal Tax Identification number in the space provided on the Offer and Acceptance Form.
- 3.10. Employee Identification. Offeror agrees to provide an employee identification number or social security number to the Department for the purposes of reporting to appropriate taxing authorities, monies paid by the Department under this contract. If the federal identifier of the Offeror is a social security number, this number is being requested solely for tax reporting purposes and will be shared only with appropriate state and federal officials. This submission is mandatory under 26 U.S.C. § 6041A.
- 3.11. Identification of Taxes in Offer. The State of Arizona is subject to all applicable state and local transaction privilege taxes. All applicable taxes shall be identified as a separate item offered in the solicitation. When applicable, the tax rate and amount shall be identified on the price sheet. At all times, payment of taxes and the determination of applicable taxes are the sole responsibility of the Contractor.
- 3.12. Disclosure. If the firm, business or person submitting this Offer has been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity, including being disapproved as a subcontractor with any Federal, state or local government, or if any such preclusion from participation from any public procurement activity is currently pending, the Offeror shall fully explain the circumstances relating to the preclusion or proposed preclusion in the Offer. The Offeror shall include a letter with its Offer setting forth the name and address of the governmental unit, the effective date of this suspension or debarment, the duration of the suspension or debarment, and the relevant circumstances relating to the suspension or debarment. If suspension or debarment is currently pending, a detailed description of all relevant circumstances including the details enumerated above shall be provided.
- 3.13. Solicitation Order of Precedence. In the event of a conflict in the provisions of this Solicitation, the following shall prevail in the order set forth below:
- 3.13.1 Special Terms and Conditions;



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- 3.13.2 Uniform Terms and Conditions;
- 3.13.3 Statement or Scope of Work;
- 3.13.4 Specifications;
- 3.13.5 Attachments;
- 3.13.6 Exhibits;
- 3.13.7 Special Instructions to Offerors;
- 3.13.8 Uniform Instructions to Offerors; and
- 3.13.9 Other documents referenced or included in the Solicitation.

3.14. Delivery. Unless stated otherwise in the Solicitation, all prices shall be F.O.B. Destination and shall include all freight, delivery and unloading at the destination(s).

3.15. Federal Immigration and Nationality Act. By signing of the Offer, the Offeror warrants that both it and all proposed subcontractors are in compliance with federal immigration laws and regulations (FINA) relating to the immigration status of their employees. The State may, at its sole discretion require evidence of compliance during the evaluation process. Should the State request evidence of compliance, the Offeror shall have 5 days from receipt of the request to supply adequate information. Failure to comply with this instruction or failure to supply requested information within the timeframe specified shall result in the offer not being considered for contract award.


3.16. 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. Offerors shall declare all anticipated offshore services in the proposal.

4. Submission of Offer

4.1. ProcureAZ Offer Submission, Due Date and Time. Offerors responding to a solicitation in ProcureAZ must submit their offers electronically through ProcureAZ. Offers shall be received before the due date and time stated in the solicitation. Offers submitted outside of ProcureAZ or those that are received after the due date and time shall be rejected.

4.2. Offer Amendment or Withdrawal. An Offer may not be amended or withdrawn after the Offer due date and time except as otherwise provided under applicable law.

4.3. Public Record. All Offers submitted and opened are public records and must be retained by the State. Offers shall be open to public inspection after Contract award, except for such Offers deemed to be confidential by the State. If an Offeror believes that information in its Offer should remain confidential, it shall indicate as confidential the specific information 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 State shall determine whether the identified information is confidential pursuant to the Arizona Procurement Code.

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4.4. Non-collusion, Employment, and Services. By signing the Offer and Acceptance Form or other official contract form, the Offeror certifies that:

4.4.1. The Offeror did not engage in collusion or other anti-competitive practices in connection with the preparation or submission of its Offer; and

4.4.2. The Offeror does not discriminate against any employee or applicant for employment or person to whom it provides services because of race, color, religion, sex, national origin, or disability, and that it complies with an applicable Federal, state and local laws and executive orders regarding employment.

5. Evaluation

5.1. Unit Price Prevails. In the case of discrepancy between the unit price or rate and the extension of that unit price or rate, the unit price or rate shall govern.

5.2. Taxes. If the products and/or services specified require transaction privilege or use taxes, they shall be described and itemized separately on the offer. Arizona transaction privilege and use taxes shall not be considered for evaluation.

5.3. Prompt Payment Discount. Prompt payment discounts of thirty (30) days or more set forth in an Offer shall be deducted from the offer for the purpose of evaluating that price.

5.4. Late Offers. An Offer submitted after the exact Offer due date and time shall be rejected.

5.5. Disqualifications. An Offeror (including each of its principals) who is currently debarred, suspended or otherwise lawfully prohibited from any public procurement activity shall have its offer rejected.

5.6. Offer Acceptance Period. An Offeror submitting an Offer under this Solicitation shall hold its Offer open for the number of days from the Offer due dates that is stated in the Solicitation. If the Solicitation does not specifically state a number of days for Offer acceptance, the number of days shall be one hundred twenty (120). If a Best and Final Offer is requested pursuant to a Request for proposals, an Offeror shall hold its Offer open for one hundred twenty (120) days from the Best and Final Offer due date.

5.7. Waiver and Rejection Rights. Notwithstanding any other provision of the Solicitation, the State reserves the right to:

5.7.1. Waive any minor informality;

5.7.2. Reject any and all Offers or portions thereof; or

5.7.3. Cancel the Solicitation.

6. Award

6.1. Number of Types of Awards. The State reserves the right to make multiple awards or to award a Contract by individual line items or alternatives, by group of line items or alternatives, or to make an aggregate award, or regional awards, whichever is most advantageous to the State. If the Procurement Officer determines that an aggregate award to one Offeror is not in the State's best interest, "all or none" Offers shall be rejected.

6.2. Contract Inception. An Offer does not constitute a Contract nor does it confer any rights on the Offeror to the award of a Contract. A Contract is not created until the Offer is accepted in

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writing by the Procurement Officer's signature on the offer and Acceptance Form. A notice of award or of the intent to award shall not constitute acceptance of the offer.

- 6.3. Effective Date. The effective date of this Contract shall be the date that the Procurement Officer signs the Offer and Acceptance form or other official contract form, unless another date is specifically stated in the Contract.

7. Protests

- 7.1. A protest shall comply with and be resolved according to Arizona Revised Statutes Title 41, Chapter 23, Article 9 and rules adopted there under. Protests shall be in writing and be filed with both the Procurement Officer of the purchasing agency and with the State Procurement Administrator. A protest of a Solicitation shall be received by the Procurement Officer before the Offer due date. A protest of a proposed award or of an award shall be filed within ten (10) days after the protester knows or should have known the basis of the protest. A protest shall include:

- 7.1.1. The name, address and telephone number of the protester;
- 7.1.2. The signature of the protester or its representative;
- 7.1.3. Identification of the purchasing agency and the Solicitation or Contract number;
- 7.1.4. A detailed statement of the legal and factual grounds of the protest including copies of relevant documents; and
- 7.4.5. The form of relief requested.

8. Comments Welcome

- 8.1 The State Procurement Office periodically reviews the Uniform Instructions to Offerors 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.



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1. Pre-Offer Conference:

- 1.1 A Pre-Offer Conference will be held on **June 25, 2013, 1:30 PM, MST located at 100 N. 15th Ave, Room ADOA 300**; attendance is not required. Copies of the Request for Proposal (RFP) will NOT be available.
- 1.2 The purpose of the conference will be to clarify the contents of the solicitation in order to prevent any misunderstanding of the State of Arizona's position. Any doubt as to the requirements of the solicitation or any apparent omission or discrepancy should be presented to the State at the conference. The State of Arizona will then determine the appropriate action necessary, if any, and issue a written amendment to the solicitation if required. Oral statements or instructions will not constitute an amendment to the solicitation.
- 1.3 Persons with a disability may request a reasonable accommodation, such as a sign language interpreter, or this document in an alternative format, by contacting the State Procurement Office. Requests should be made as early as possible to allow sufficient time to arrange for accommodation.

2. Inquiries:

1. **ProcureAZ Website Inquiries** – Potential Offeror(s) with questions regarding the web based program ProcureAZ should contact the ProcureAZ Helpdesk at 602-542-7600 during regular business hours, or by email to Procure@azdoa.gov allowing sufficient time to resolve issues prior to the solicitations due date and time.
2. Questions on the RFP or its content - Any question related to this RFP shall be submitted through ProcureAZ utilizing the Q&A tab.
3. Offeror's shall not contract the employees of any State concerning this procurement while the solicitation and evaluation are in progress.

3. Suspension or Debarment Certification

By signing the offer section of the Offer and Acceptance page, SPO Form 203, the bidder or Offeror certifies that the firm, business or person submitting the bid or offer has not been debarred, suspended or otherwise lawfully precluded from participating in any public procurement activity with any Federal, State or Local Government. Signing the offer section without disclosing all pertinent information about a debarment or suspension shall result in rejection of the bid or offer or cancellation of a contract. The State also may exercise any other remedy available by law.

4. Preparation of Proposal:

- 4.1 **OFFER AND ACCEPTANCE:** Offers shall include a signed Offer and Acceptance Form. The Offer and Acceptance Form shall be signed with an original signature by the person signing the Offer, and shall be submitted electronically with the submitted bid no later than the Offer due date and time. Failure to return an Offer and Acceptance Form may result in rejection of the offer.
- 4.2 **ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS:** Solicitation Amendments shall be acknowledged electronically prior to the Offer due date and time. Failure to acknowledge all Solicitation Amendments may result in rejection of the Offer.
- 4.3 **OFFER FORMS:** Offers shall include the following Offer Forms completed accurately, in the format provided and according to any instructions contained within the form. Failure to follow Offer Form Instructions may result in rejection of Offer.



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- 4.3.1 Offer and Acceptance Form (completed and signed)
- 4.3.2 Attachment I – Response Questionnaire
- 4.3.3 Attachment II – Offeror's Key Personnel (organizational chart)
- 4.3.4 Attachment III – Offeror's Current Contracts
- 4.3.5 Attachment IV – Pricing Schedule
- 4.3.6 Attachment V – Subcontractors List

4.4 PRICE SUBMISSION:

4.4.1 **Attachment IV – Pricing Schedule.** Offeror shall complete Attachment IV – Pricing Schedule (excel spreadsheet) and provide all requested information according to the instructions found therein.

4.4.2 Bid versus No Bid. Offeror's must enter one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, as zero (0) will be considered a no-bid by the system.

4.5 **ELECTRONIC DOCUMENTS:** This solicitation document is provided in an electronic format. Any unidentified alteration or modification to any solicitation documents, to any attachments, exhibits, forms, charts or illustrations contained herein shall be null and void. In those instances where modifications are identified, the original document published by the State shall take precedence. As provided in the Uniform Instructions to Offeror's, Offeror's are responsible for clearly identifying any and all changes or modifications to any solicitations document upon submission to the State.

4.6 **ATTACHMENT FORMATS:** All attachments shall be submitted in a format acceptable to the State. Acceptable formats include .doc or .docx (Microsoft Word document), .xls or .xlsx (Microsoft Excel spreadsheet), .ppt or pptx (Microsoft PowerPoint) and .pdf (Adobe Acrobat portable document format). Prospective Offeror(s) that wish to submit attachments in other formats shall submit an inquiry to the Procurement Officer.

4.7 **CONFIDENTIAL INFORMATION:** If a person believes that any portion of a proposal, bid, offer, specification, protest or correspondence contains information that should be withheld, then the Procurement Officer shall be so advised in writing (**Price is not confidential and will not be withheld**). Such material shall be identified as confidential wherever it appears. The State, pursuant to A.R.S. § 41-2533(D) or A.R.S. § 41-2534(D), shall review all requests for confidentiality and provide a written determination. If the confidential request is denied, such information shall be disclosed as public information, unless the person utilizes the 'Protest' provision as noted in § 41-2611 through § 41-2616.

4.8 **CONTRACT PAYMENT TERMS:** Offeror's must indicate the prompt payment terms that they will offer to the State (for example: 2/10 Net 30; 2/15 Net 30, etc.) At a minimum, Offeror's payment terms shall comply with the requirements A.R.S. Titles 35 and 41, Net 30 days.

4.9 **SUBCONTRACTORS:** Supplemental to the Subcontractor provision in the Uniform Instructions, Offeror's shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, **as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal – Attachment V.**

5. SUBMISSION OF PROPOSAL:

5.1 **OFFERORS RESPONSIBILITY:** The Offeror is cautioned that it is the Offeror's sole responsibility to submit information related to the evaluation categories and that the State of Arizona is under no obligation to solicit such information if it is not included with the Offeror's proposal. Failure by the



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Offeror to submit such information may cause an adverse impact on the evaluation of the Offeror's proposal.

- 5.2 **OFFER SUBMISSION, DUE DATE: 07/09/2013, TIME: 03:00:00 PM** With regards to Uniform Instructions, Section 4 "Submission of Offer", Item 1 "Sealed Envelope or Package"; offers in response to this solicitation shall be submitted within the State's e-Procurement system, **ProcureAZ** (<https://procure.az.gov>).

Offers shall be received before the date/time listed in the solicitation's 'Bid Opening Date' field. Offers submitted outside PROCUREAZ, or those that are received after the date/time stated in the 'Bid Opening Date' field, shall be rejected. Questions in this regard shall be directed to the Procurement Officer or to the PROCUREAZ Help Desk (procure@azdoa.gov or 602-542-7600).

- 5.3 **RESPONSIBILITY, RESPONSIVENESS AND ACCEPTABILITY:** In accordance with A.R.S. 41-2534(G), A.A.C. R2-7-C311, A.A.C. R2-7-C312, and A.A.C. R2-7-316 the State shall consider, at a minimum, the following criteria when determining Offeror's responsibility, as well as the proposal's responsiveness and susceptibility for contract award.

- 1) Whether the Offeror has had a contract within the last five (5) years that was terminated for cause due to breach or similar failure to comply with the terms of the contract;
- 2) Whether the Offeror's record of performance includes factual evidence of failure to satisfy the terms of the Offeror's agreements with any party to a contract. Factual evidence may consist of documented vendor performance reports, customer complaints and/or negative references;
- 3) Whether the Offeror is legally qualified to contract with the State and the Offeror's financial, business, personnel, or other resources, including subcontractors;

3.1 Legally qualified includes if the vendor or if key personnel have 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.

- 4) Whether the Offeror promptly supplied all requested information concerning its responsibility;
- 5) Whether the Offer was sufficient to permit evaluation by the State, in accordance with the evaluation criteria identified in this Solicitation or other necessary offer components. Necessary offer components include: attachments, documents or forms to be submitted with the offer, an indication of the intent to be bound, reasonable or acceptable approach to perform the Scope of Work, acknowledged Solicitation Amendments, references to include experience verification, adequacy of financial/business/personal or other resources to include a performance bond and stability including subcontractors and any other data specifically requested in the Solicitation;
- 6) Whether the Offer was in conformance with the requirements contained in the Scope of Work, Terms and Conditions, and Instructions for the Solicitation including its Amendments and all documents incorporated by reference;
- 7) Whether the Offer limits the rights of the State;



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- 8) Whether the Offer includes or is subject to unreasonable conditions, to include conditions upon the State necessary for successful Contract performance. The State shall be the sole determiner as the reasonableness of a condition;
- 9) Whether the Offer materially changes the contents set forth in the Solicitation, which includes the Scope of Work, Terms and Conditions, or Instructions; and,
- 10) Whether the Offeror provides misleading or inaccurate information.

5.4 **QUESTIONNAIRE SECTION:** Offeror(s) shall complete the entire questionnaire section of the Request for Proposal. The Offeror(s) responses shall be in the form of a written narrative demonstrating the Offeror's ability to satisfy the Scope of Work. The language of the narrative should be straightforward and limited to facts, solutions to problems, if any, and plans of proposed action. The use of technical language should be minimized and used only to describe a technical process.

5.5 **PRICE SHEETS:** All pricing shall be shown in figures on the Price Schedule (**Attachment IV**).

5.6 **PRIOR EXPERIENCE:** Offeror(s) to list no more than three (3) contracts including contact information, dollar amount of contract, length of contract, number and type of security personnel utilized, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred. Failure to submit this information with the bid may result in the bid being considered non responsive – **Attachment III**.

5.7 **PROPOSAL CONTENT:** The Offeror must make a firm commitment to provide services as required and proposed. The material contained in your proposal should be relevant to the service requirements stated in the solicitation and submitted in a sequence that reflects the scope of work portion of this document and information relevant to the designated evaluation criteria as stated herein. Failure to include the requested information may have a negative impact on the evaluation of the Offeror's proposal.

6. PROPOSAL EVALUATION AND REVIEW:

6.1 **OPENING:** Proposals received by the correct time and date will be opened and the name of each Offeror will be publically available. Proposals will not be subject to public inspection until after contract award.

6.2 **EVALUATION:** In accordance with the Arizona Procurement Code 41-2534, awards shall be made to the responsible Offeror(s) whose proposal is determined in writing to be the most advantageous to the State based upon the evaluation criteria listed below. The evaluation factors are listed in their relative order of importance.

Exceptions to the Terms and Conditions, as stated in the Uniform Instructions Section C.4, will impact an Offeror's susceptibility for award.

- a) Method of Approach
- b) Capacity of Offeror
- c) Cost

6.3 **CLARIFICATIONS:** Upon receipt and opening of proposals submitted in response to this solicitation, the State may request oral or written clarifications, including demonstrations or questions and answers, for the sole purpose of information gathering or of eliminating minor informalities or correcting nonjudgmental mistakes in proposals. Clarifications shall not otherwise afford the Offeror's the opportunity to alter or change its proposal.



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- 6.4 **DISCUSSIONS:** In accordance with A.R.S. § 41-2534, after the initial receipt of proposals, the State may conduct discussions with those Offeror(s) who submit proposals determined by the State to be reasonably susceptible of being selected for award.
- 6.5 **FINAL PROPOSAL REVISIONS:** If discussions are conducted, the State shall issue a written request for Final Proposal Revisions. The request shall set forth the date, time and place for the submission of final proposal revisions. Final proposal revisions shall be requested only once, unless the State makes a determination that it is advantageous to conduct further discussions or change the solicitation requirements.

7. GENERAL CONSIDERATIONS:

- 7.1 **ELIGIBLE AGENCIES (STATEWIDE):** Any contract resulting from this solicitation shall be for the use of all State of Arizona departments, agencies, commissions and boards. In addition, eligible universities, political subdivisions and nonprofit educational or public health institutions may participate at their discretion. In order to participate in any resultant contract, a university, political subdivision, or nonprofit educational or public health institution must have entered into a cooperative purchasing agreement with the State Procurement Office as required by Arizona Revised Statutes 41-2632.
- 7.2 **ESTIMATED QUANTITIES:** The state anticipates considerable activity under contract(s) awarded as a result of this solicitation, however, no commitment of any kind is made concerning quantities actually acquired and that fact should be taken into consideration by the Contractor.
- 7.3 **SECURITY CLEARANCE:** A security clearance may be required of the Contractor and of all employees of the Contractor or subcontractor as designated by the using agency.

8. CONTRACT AWARD

The State intends to award a firm-fixed price contract or contracts, unless otherwise indicated, resulting from this solicitation to the responsible Offeror(s) whose proposal represents the best value after evaluation in accordance with the factors and sub factors identified in the solicitation. The State may reject any or all proposals if such action is in the State's best interest. The State may waive informalities and minor irregularities on proposals received. The Offeror's initial proposal should contain the Offeror's best terms from a price or cost and technical standpoint. The State reserves the right to conduct discussions (negotiations) if the procurement officer determines them to be necessary. If the procurement officer determines that the number of proposals that would otherwise be in the competitive range exceeds the number at which an efficient competition can be conducted, the procurement officer may limit the number of proposals in the competitive range to the greatest number that will permit an efficient competition among the most highly rated proposals. The State reserves the right to make an award on any item for any quantity less than the quantity offered, at unit costs or prices offered, unless the Offeror specifies otherwise in the proposal. The State reserves the right to make multiple awards if, after considering the additional administrative costs, it is in the State's best interest to do so. Any exchange with Offeror(s) after receipt of a proposal does not constitute a rejection of counteroffer by the State.

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RESPONSE QUESTIONNAIRE

INSTRUCTIONS: Offeror(s) shall utilize Attachment I in response to the Evaluation Criteria stated in Section 6.2 of the Special Instructions to Offerors in this Request for Proposal.

- Attach as part of your ProcureAZ proposal, a singular file in Adobe Acrobat (PDF) format named **ADSP013-00003094 [Offerors Name] 'Response_Questionnaire.pdf'** that contain the responses to all of the Questionnaire items ("items") listed below. Include the item number when responding to each item. Mere reiterations of this solicitations tasks and subtasks are strongly discouraged as they do not provide insight into the Offeror's ability to complete the contract.
- Prepare a response to each item that demonstrates Offeror's ability to satisfy the items outlined in the Statement of Work. Responses shall be designed to convince the State that the Offeror's approach and capacity are realistic, attainable, and appropriate to the needs of this solicitation.
- When an item asks you to describe methods, policies, procedures or systems, describe the logical progression of tasks and efforts starting with the initial steps or tasks to be accomplished and continuing until all proposed tasks are fully described. Use straightforward language limited to facts, solutions to problems, and plans of proposed action. Limit the use of technical language to describing technical processes.

ITEMS: The Offeror shall provide the following information to support their firm's qualifications to perform the required work:

1. METHOD OF APPROACH:

- A. Offeror shall select the region(s) being proposed for Armed / Unarmed Services and provide a narrative of how their selected coverage will be achieved under this contract.



- _____ Region 1 – Maricopa, Gila, and Pinal *
- _____ Region 2 – Mohave, La Paz, and Yuma
- _____ Region 3 – Yavapai, Coconino, Navajo, and Apache
- _____ Region 4 – Greenlee, Graham, Pima, Cochise, and Santa Cruz

*** If Region 1 is selected, Contractor shall select at a minimum one other Region for coverage.**

- B. Offeror shall provide a written narrative explaining their processes for pre-employment background investigation / screening and any ongoing screening processes.
- C. Offeror shall provide a written narrative explaining their employee training program. Training, at a minimum, must meet the requirements in A.R.S. §32-2632.
- D. Offeror shall provide a written narrative explaining their Drug & Alcohol Policy and Testing Procedures and any on-going testing.
- E. Offeror shall provide a written narrative explaining any technology used to assist their security personnel/firms and how this would benefit the State.
- F. Offeror shall provide a written narrative explaining their processes or procedures that address each of the following service levels:
- F.1. Response Times (Section 4.8 - Special Terms and Conditions):**



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F.2. Will Call/Ordering Support (Section 7.0 - Scope of Work);

F.3. Processes or procedures in place for reporting and record keeping in the daily monitoring, and detecting duties to the State and from employee to supervisor. If forms are used, provide examples. (Section 4.10 - Scope of Work)


- G. Offeror shall describe his or her Emergency protocol procedures.
- H. Offeror shall provide any and all information that documents successful and reliable experience and past performance that relates to the Scope of Work for the last five years.
- I. Offeror shall describe their company's communication plan to include employees and management.

2. CAPACITY OF OFFEROR:

- A. Offeror shall provide evidence, in the form of certifications, of their firm's current status as a private security agency as licensed through the Arizona Department of Public Safety, pursuant to A.R.S. Title 32, chapter 26.
- B. Offeror shall provide documentation of any and all certificates required by security personnel.
- C. Offeror to outline their capacity to provide the requested services Statewide.
- D. Offeror shall provide address of the Offeror's main office and any satellite offices.
- E. Offeror shall provide number of current employees, average tenure, and turnover rate for the last three years,
- F. Offeror to provide an organizational chart, which clearly shows the reporting and lines of authority, to include all proposed key personnel and any proposed subcontractors. The organizational chart shall also list prime point of contact between the Proposers and the State of Arizona. – **Attachment II**
- G. Supplemental to the Subcontractor provision in the Uniform Instructions, Offeror shall include with their list of proposed subcontractors, their contact information, certifications required for the performance of the Contract, as well as, the Subcontractor's proposed responsibilities under the Offeror's proposal – **Attachment V**.
- H. Offeror to list three (3) current contracts, including contact information, dollar amount of contract, length of contract, number and type of security personnel utilized, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred. (**Attachment III**)

3. COST:

- A. Offeror shall provide armed/unarmed and vehicle patrol security services State wide in accordance with all specifications in the Scope of Work and Terms and Conditions for the entire term of this contract.
- B. Offeror's shall complete Excel spreadsheet entitled "**Attachment IV – Pricing Schedule**", and provide all requested information according to the instructions. The spreadsheet is found in Attachments tab of ProcureAz under the file named "**Attachment IV – Pricing Schedule**".
- C. Offeror shall propose an all-inclusive hourly rate as listed on the Pricing Schedule. Failure to propose hourly rates for each security guard specified will warrant the bid be deemed non-responsive. Separate hourly rates are specified: One for Armed Security Guards, the other for Unarmed Security Guards. Hourly rates must contain all direct and indirect costs including, but not limited to overhead, wages, fee or profit, clerical support, portal to portal travel expenses. Time spent in traveling to and from the work site or employee's normal work station shall not be billed to the State.

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**OFFEROR'S KEY PERSONNEL
ORGANIZATIONAL CHART**

- A. The Offeror shall provide a contract organization chart with names, depicting management structure, supervisory and other Key Personnel to be assigned to the armed/unarmed security services for the State to encompass each proposed region(s).



Attachment III

Solicitation No.: ADSP013-00003094

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Description: Armed / Unarmed Security Services

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

OFFEROR'S CURRENT CONTRACTS

Offeror shall provide and submit a separate Attachment III for a maximum of three (3) professional contracts to which the Offeror provided services similar in scope to those described in this solicitation.

1. Reference Information	
Organization Name:	
Address:	
	Street Address
	City, State, Zip Code
Contact Information:	Contact Name
	Phone Number
	Contact Email Address
2. Description of Services Provided	
Services Begin Date:	Services End Date:
Dollar Amount of Contract:	Number/Type of Security Personnel:
Description of Services Provided: (Include similar services performed as those described in this Solicitation's Scope of Work. Offeror shall provide any and all information that documents successful and reliable experience and past performance, overall quality of job performance and any contract non-performance issues).	



Attachment IV

Solicitation No.: ADSPO13-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

PRICING SCHEDULE.

Offeror's shall complete the spreadsheet (XLS) entitled "**Attachment IV - Pricing Schedule**", and provide all requested information according to the instructions. The spreadsheet is found in Attachments section of ProcureAZ under the file named "**Attachment IV – Pricing Schedule**". (XLS format)

ProcureAZ – Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, as zero (0) will be considered a NO-BID by the system.



Attachment V

Solicitation No.: ADSP013-00003094

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Description: **Armed / Unarmed Security Services**

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

SUBCONTRACTORS LIST

Offeror to list any subcontractors proposed during the term of this contract. Offeror's shall provide requested information as outlined in Special Instructions of Offeror's, Section 4.9. If no subcontractors are proposed enter N/A

Subcontractor

Organization Name:

Address:

Street Address

City, State, Zip Code

Contact Information:

Contact Name

Phone Number

Contact Email Address

Description of Services Provided

Certifications Required:

Description of Services to be Provided:



Exhibit A

Solicitation No.: ADSPO13-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

Armed / Unarmed Regional Counties Map Key



Region 1 Includes – Maricopa, Gila, Pinal



Region 2 Includes – Mohave, La Paz, Yuma



Region 3 Includes – Yavapai, Coconino, Navajo, Apache



Region 4 Includes – Greenlee, Graham, Pima, Cochise, Santa Cruz





Exhibit B

Solicitation No.: ADSP013-00003094

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Description: **Armed / Unarmed Security Services**

OF
47

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

TASK ORDER "EXAMPLE ONLY" PLEASE REFER TO SECTION 6 IN THE SCOPE OF WORK.

Task Order Number: 06-ADOA-01234

Start Date:

End Date:

Scope of Work: Provide Overview

A. Deliverable:

B. Deliverable:

Name

Title

Date

State Agency Name

State Agency Title

Date

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
CONFIDENTIAL BACKGROUND INVESTIGATIONS, INC., DBA CBI SECURITY**

EXHIBIT C

METHOD AND AMOUNT OF COMPENSATION

Method of payment and amount of compensation is provided in the State of Arizona Contract No. ADSPO14-054367.

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 \$120,774 annually.

DETAILED PROJECT COMPENSATION



Contract Amendment

Contract No.: ADSPO14-054367

Amendment No.: 2

PAGE
1 OF 1

State of Arizona

State Procurement Office

100 N. 15TH Avenue, Suite 201

Phoenix, AZ 85007

CONTRACTOR:

CBI Security
1733 East Bell Road
Phoenix, AZ 85022

CONTACT: Kama Schmidt

PHONE: (602)788-2241

EMAIL: kama@cbisecurity.com

STATE AGENCY:

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

CONTACT: Cindy Tucker

PHONE: 602-364-1347

EMAIL: cindy.tucker@azdoa.gov

Armed/Unarmed Security Services

1. In accordance with Special Terms and Conditions, Paragraph 5.1, Contract Extension, on Page 14, the aforementioned contract is hereby amended as follows:
 - 1.1 The above referenced contract shall be extended from August 15, 2015 to August 14, 2016.
 - 1.2 Certificate of Insurance on file shall be in accordance with Special Terms and Conditions, Insurance Requirements, Page 13 of 31 shall be submitted for the third Term of the contract through August 14, 2016.
 - 1.3 A price increase has been approved by SPO in accordance with Special Terms and Conditions, Paragraph 15, Rate Increase, Page 23 of 47. The revised Price Sheet is attached to the Contract.
 - 1.4 All other terms and conditions remain the same.

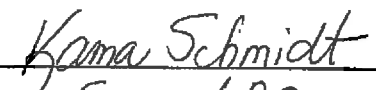
This Contract Amendment is not binding against the State of Arizona unless signed by an authorized representative of the Contractor and then accepted in writing by an authorized representative of the State.

Contractor hereby acknowledges receipt and understanding of the above amendment.

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

 6/4/15
Signature Date

Cynthia L. Tucker 5/13/2015
Signature Date


Kama Schmidt
General Manager
Printed/Typed Name and Title

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

State of Arizona - Contract No.: ADSP014-054367

Armed/Unarmed Security Services

Amendment No.: 2

Unit Cost \$/Hour

		Unit Cost \$/Hour	
<u>1</u>	UNARMED SECURITY SERVICES- Straight Time All Regions	13.97	
<u>2</u>	UNARMED SECURITY SERVICES Overtime- All Regions	20.96	
<u>3</u>	UNARMED SECURITY SERVICES- Holiday Time All Regions	20.96	
<u>4</u>	UNARMED SECURITY SERVICES- Emergency Call All Regions	22.53	
<u>5</u>	UNARMED SECURITY SERVICES- Shift Differential All Regions	14.52	
<u>6</u>	UNARMED SECURITY SERVICES- Security Supervisor All Regions	15.13	
<u>7</u>	UNARMED VEHICLE PATROL SECURITY SERVICES- Straight All Regions	25.67	
<u>8</u>	UNARMED VEHICLE PATROL SECURITY SERVICES- Overtime All Regions	38.51	
<u>9</u>	UNARMED VEHICLE PATROL SECURITY SERVICES- Holiday Time All Regions	38.51	
<u>10</u>	UNARMED VEHICLE PATROL SECURITY SERVICES- Emergency Call Out All Regions	38.51	
<u>11</u>	UNARMED VEHICLE PATROL SECURITY SERVICES- Shift Differential All Regions	25.67	
<u>12</u>	ARMED SECURITY SERVICES- Straight Time All Regions	15.76	
<u>13</u>	ARMED SECURITY SERVICES- Overtime All Regions	23.65	
<u>14</u>	ARMED SECURITY SERVICES- Holiday Time All Regions	23.65	
<u>15</u>	ARMED SECURITY SREVICES- Emergency Call Out All Regions	24.7	
<u>16</u>	ARMED SECURITY SERVICES- Shift Differential All Regions	15.76	
<u>17</u>	ARMED SECURITY SERVICES- Security Supervisor All Regions	16.35	
<u>18</u>	ARMED VEHICLE PATROL SECURITY SERVICES- Straight time All Regions	27.02	
<u>19</u>	ARMED VEHICLE PATROL SECURITY SERVICES- Overtime All Regions	40.53	
<u>20</u>	ARMED VEHICLE PATROL SECURITY SERVICES- Holiday Time All Regions	40.53	
<u>21</u>	ARMED VEHICLE PATROL SECURITY SERVICES- Emergency Call Out All Regions	40.53	
<u>22</u>	ARMED VEHICLE PATROL SECURITY SERVICES- Shift Differential All Regions	27.02	



Legislation Description

File #: 15-475, Version: 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH CITYGATE ASSOCIATES, LLC FOR COMPREHENSIVE ANALYSIS OF PUBLIC SAFETY SERVICES

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

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into a professional services agreement with Citygate Associates, LLC (Citygate) to conduct a comprehensive analysis of Public Safety Services for the purpose of providing recommendations to ensure sufficient staffing over the next three years and to appropriately address response times for both the Police and Fire Departments and approval for a FY15-16 budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Resources Administration, Professional and Contractual (1000-11030-518200) in the amount of \$161,512.

Background

During the May 2015 City Council meetings, the Acting City Manager was directed by Council to expedite a study of Public Safety staffing and to bring a multi-year strategy to Council that addresses appropriate reduction of response times and ensures appropriate staffing levels for both the Police and Fire Departments. During the June 9, 2015 budget approval meeting, Council reiterated to the Acting City Manager the urgency of getting this study underway as quickly as possible.

Analysis

Citygate is a nationally renowned, well respected organization that has conducted over 500 consulting engagements for over 250 government agencies in the Western United States. Staff reviewed public safety studies conducted in other cities by Citygate and believe they can effectively provide the services requested by the City Council.

Citygate has an extensive list of public safety jurisdictions it's worked with that includes public safety analysis for valley cities such as Goodyear, Gilbert, Peoria, and Surprise.

Included with this Council Report is the proposal provided from Citygate that provides the credentials and experience of those who will be working on this analysis as well as the project schedule and cost. It is anticipated that once this comprehensive analysis is underway, a final report can be provided to City Council in approximately four months.

Community Benefit/Public Involvement

Providing a comprehensive public safety analysis and recommendations based on that analysis that will improve the overall services provided by both Police and Fire will enhance the safety of the public within the City of Glendale.

Budget and Financial Impacts

Staff is seeking approval for a FY15-16 budget appropriation transfer from General Fund, Contingency (1000-11901-510200) to General Fund, Resources Administration, Professional and Contractual (1000-11030-518200) in the amount of \$161,512.

Cost	Fund-Department-Account
\$161,512	1000-11030-518200, Professional and Contractual

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

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

**PROFESSIONAL SERVICES AGREEMENT
BETWEEN CITY OF GLENDALE AND CITYGATE ASSOCIATES, LLC**

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and CITYGATE ASSOCIATES,, an LLC, a California limited liability company, ("Consultant") as of the ____ day of _____, 2015 ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in the Scope of Work ("Scope") for this Project, which is attached hereto as **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the Scope of Work;
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

(3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors. Consultant shall not engage any subcontractor for the work or services to be performed under 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, as provided in **Exhibit B** to this Agreement.

3. **Consultant's Work.**

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

3.2 **Licensing.** Consultant warrants that:

a. Consultant currently holds all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and

b. Neither Consultant nor any Subconsultant has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").

(1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.

(2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

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

3.4 **Coordination; Interaction.**

a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").

b. Subject to any limitations expressly stated in the Project Budget, Consultant 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, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed **\$161,512.00** as specifically detailed in **Exhibit C** ("Compensation").
- 4.2 Change in Scope of Project. The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 Allowances. An "Allowance" may be identified in **Exhibit C** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit C** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.
 - d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. **Billings and Payment.**

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

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

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

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

6. **Termination.**

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

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

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

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

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

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

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

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

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

- a. **The City, its officers, officials, employees and volunteers are to be covered as additional insureds** of the CGL and automobile policies for any liability arising from or in connection with the performance of all tasks or work necessary to complete the Project as herein defined. Such liability may arise, but is not limited to, liability for materials, parts or equipment furnished in connection with any tasks, or work performed by Contractor or on its behalf and for liability arising from automobiles owned, leased, hired or borrowed on behalf of the Contractor. General liability coverage can be provided in the form of an endorsement to the Contractor's existing insurance policies, provided such endorsement is at least as broad as ISO Form CG 20 10, 11 85 or both CG 20 10 and CG 23 37, if later revisions are used.

- b. For any claims related to this Project, the **Contractor's insurance coverage shall be primary insurance** with respect to the City, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City, its officers, officials, employees or volunteers shall be in excess of the Contractor's insurance and shall not contribute with it.
- c. Each insurance policy required by this Section shall provide that coverage shall not be canceled, except after providing notice to the City.

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

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

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

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

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

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

9. **Immigration Law Compliance.**

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

9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or employee who performs work under this Agreement to ensure that the Consultant, Subconsultant, or any employee, is compliant with the warranty under this section.

9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not

deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.

- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

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

10.2 Representatives.

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

Citygate Associates, LLC
David C. DeRoos, President
2250 E. Bidwell St., #100
Folsom, CA 95630

- 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 James W. Brown, Jr., Director
Human Resources Department
5850 West Glendale Avenue
Glendale, Arizona 85301

With required copy to:

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

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

c. Concurrent Notices.

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

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

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

12. Entire Agreement; Survival; Counterparts; Signatures.

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

- a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
- b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
- c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.

12.2 Interpretation.

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

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

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

- 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
- 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
- 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.

13. **Term.** The term of this Agreement commences upon the Effective Date of this Agreement and continues for a one (1) year initial period. The City may, at its option and with the approval of the Consultant, extend the term of this Agreement an additional year. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the initial period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit 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	Scope of Work
Exhibit B	Schedule
Exhibit C	Compensation
Exhibit D	Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Richard A. Bowers
Its: Acting City Manager


ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Citygate Associates, LLC
A California limited liability company



By: David C. DeRoos
Its: President

EXHIBIT A
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

CITYGATE ASSOCIATES, LLC

■ FOLSOM (SACRAMENTO), CA

MANAGEMENT CONSULTANTS ■



**PROPOSAL TO PERFORM A
COMPREHENSIVE PUBLIC
SAFETY DEPLOYMENT AND
PERFORMANCE REVIEW OF
THE POLICE AND FIRE
DEPARTMENTS**

**CITY OF
GLENDALE, AZ**

July 16, 2015



■ 2250 East Bidwell St., Ste #100 ■ Folsom, CA 95630
■ (916) 458-5100 ■ Fax: (916) 983-2090





2250 East Bidwell Street, Suite 100 ■ Folsom, CA 95630 ■ PH 916-458-5100 ■ FAX 916-983-2090

July 16, 2015

Jim Brown
Director of Human Resources and Risk Management
City of Glendale, AZ
jwbrown@glendaleaz.com

RE: PROPOSAL TO CONDUCT A COMPREHENSIVE DEPLOYMENT AND PERFORMANCE REVIEW FOR THE CITY OF GLENDALE POLICE AND FIRE DEPARTMENTS

Dear Mr. Brown:

Citygate Associates, LLC is pleased to present our proposal to the City of Glendale to perform a comprehensive Deployment and Performance Review for the City's Police and Fire Departments. This introductory letter explains why Citygate is the most trusted public safety consultancy in the Western U.S., period.

Our qualifications to perform your study are exceptional. We have an extensive background in police and fire services, specifically in public safety field services deployment, support services staffing assessments, and financial analysis/strategies. Over the last 14 years, Chief Stewart Gary and his team of subject matter experts have performed over 250 public safety studies; his studies have covered over 14.5 million residents.

EXPERIENCE YOU CAN TRUST

In recent years, Citygate's Fire Protection Practice has executed many of the largest or specialized fire service studies we know of in metropolitan cities, including counties, and for specialty clients such as harbors, airports, and universities. In just the past 24 months, we have conducted over 60 fire services engagements, many addressing deployment and staffing. Of course, this means that Citygate's understanding of the impacts of specialized risks is highly seasoned by our extensive encounters with the real effects on real emergency systems.

Within recent years, our Law Enforcement Practice has also completed significant police department reviews for the cities of Maricopa, AZ; Goodyear, AZ; Provo, UT; Santa Monica, CA; Rancho Cucamonga, CA; and Brea, CA. The Arizona studies each resulted in approximately 30 specific action-item recommendations, all of which were accepted and are in the process of being implemented. In fact, at the conclusion of our engagement for Maricopa AZ, 16 of our 29 recommendations had already been implemented at the time we made our public Final Report presentation!

As the City of Glendale will learn from our references, Citygate has an outstanding track record with our clients. We strongly encourage the City to call our key project references—they are *golden*. As the County of San Diego former CAO stated: “*We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I’ve seen in my tenure here.*” (Watch the video clip at this link: www.citygateassociates.com/sdcountyvideo)

This is not an isolated comment by one client, rather it is the rule. Time after time our clients say at the end of public presentations, “this was the best report/study on fire services we have ever received and now we finally understand the issues and choices...”

KEY STRENGTHS OF OUR PROJECT TEAM

Our firm’s proposed Project Team includes a Police Chief, Fire Chiefs, a Human Resources Director with extensive public safety experience, a Finance Director, two communications center specialists, and technical specialists in incident statistics and geographic mapping. Our Project Team has nearly 150 years of practitioner experience prior to retirement, and another 50 years as consultants.

Citygate’s Public Safety Principal and Project Director, *Stewart Gary*, was the lead author on the 2nd through 4th Editions manual for Standards of Response Cover systems approach to deployment for the Commission on Fire Accreditation International. Chief Gary has developed this material, taught it, and used it in consulting across the United States.

Chief Gary will be assisted by Chief Robert Meyer, a Senior Associate with Citygate that brings a wealth of fire headquarters services and risk assessment expertise to the project. Chief Myer lives nearby Glendale, and he has been a Fire Accreditation Peer Review Team leader for over a decade.

Citygate’s Law Enforcement Senior Specialist, retired Folsom Police Chief Sam Spiegel, will utilize the judgment, insights, and savvy that only an experienced Police Chief can provide. To facilitate the staffing growth projections, Citygate will provide a computerized and analytical format to aid in future City updates to the forecasting of staffing needs consistent with Glendale’s service delivery priorities.

Citygate’s approach will utilize the most current, proven methodologies regarding the measurement of police performance, as described in more detail in our proposed work plan. This effective approach reflects a move away from a historically dominant focus on **inputs**, such as officers per 1,000 population, and a move toward measuring the achievement of desired **outcomes**. It also reflects a greater interest in measuring overall organizational effectiveness, rather than merely citing various efficiency metrics that are often used as a poor substitute for the outcomes the public expects and deserves.

Our methodology and planning tool will combine these aspects with Officer Safety, community safety, personnel, support, and technologies to assure Glendale's growth plan has articulable and strategic insight to enhance its law enforcement service delivery.

Citygate and Mr. Gary have developed a public safety deployment study team that consists of the best, most experienced GIS and statistical analysts on public safety methods to be found in the United States today. For over nine years Citygate has partnered exclusively with The Omega Group (geographic mapping) and Animated Data, Inc. (*StatsFD*TM statistical analysis tool).

Citygate stays on the leading edge of analysis tools as the thought process leader in field services deployment. We are the first consultancy in the nation to utilize traffic congestion data from which to model rush-hour impacted fire, ambulance, and police unit travel times. This is the same data used by Google and Apple maps to display traffic congestion on mobile devices by coloring road networks either green, yellow, or red. We recently delivered the first such study with great success to the Menlo Park Fire Protection District.

Citygate is also an independent company, and is not co-owned or under the control of any professional or standards-setting organization in fire services or government management. We believe this makes Citygate increasingly unique and, as such, allows us to provide the most neutral, best-practices advice available fitting your local needs.

* * *

Citygate believes that, upon the City of Glendale's review of our proposal and unique qualifications, it will find that Citygate's team of multi-disciplinary consultants, who have a history of working together, will exceed the City's expectations! On this basis, we enthusiastically look forward to working with Glendale to address the needs of the challenging project.

As President of the firm, I am authorized to execute a binding contract on behalf of Citygate Associates, LLC. Please feel free to contact me at (916) 458-5100, extension 101 or via e-mail at dderoos@citygateassociates.com if you wish further information.

Sincerely,



David C. DeRoos, MPA, CMC, President

cc: Project Team

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SECTION 1—WORK PLAN AND SCOPE OF WORK

1.1 OVERVIEW OF PROJECT

Citygate's Work Plan to provide a comprehensive deployment performance and headquarters staffing adequacy study of the City of Glendale Police and Fire Departments is presented in this section. Our Work Plan was designed to help determine how to best staff the Departments in order to meet their mission.

Citygate understands that the City requires a performance review of the current delivery of both Departments' services and the recommendations of options or alternatives for those items needed to meet current best practices. As such, our Work Plan addresses all facets of field, command, and support operations, including, but not limited to: (for the Fire Department) fire suppression, emergency medical, paramedic ambulance transport, technical and heavy rescue, fire prevention, and public education; and (for the Police Department) police patrol, investigations, internal affairs (professional standards), communications, records, support services, and other specialty services.

Chief Gary and his public safety team of subject matter experts have performed over 250 studies; over 150 of which have focused on deployment.

1.2 REVIEW SCOPE OF WORK

Below, Citygate presents our scope of work to address both Departments:

1.2.1 Fire Service Standards of Cover and Headquarters Analysis

Citygate's Fire Department review will:

- ◆ Using Commission for Fire Accreditation International (CFAI-CPSE) best practices, conduct a resource deployment, Standard of Cover analysis with geographic mapping and incident response statistics for all types of emergency response services from dispatch and fire incident data reporting systems.
- Citygate will use The Omega Group's advanced fire department analysis geo-mapping software to analyze current and future fire station locations by driving time and prepare response time coverage models. We will utilize The Omega Group to prepare analysis maps of the Fire Department's deployment situation.
- Citygate will use an incident response time analysis program called StatsFD™ (formerly NFIRS 5 Alive™) to review the statistics of prior actual historical performance. We will apply advanced visualization of fire

incident statistics demand in StatsFD and Google Earth, which no other company can offer.

- ◆ Utilize National Fire Protection Agency (NFPA), Insurance Services Office (ISO), and CFAI criteria as needed and, importantly, our experience across a large number of agencies working within the same regulatory and economic construct as the Department.
- ◆ Assess Department member perceptions and expectations of their services – issue SWOT questionnaires to *employees* (Strengths, Weaknesses, Opportunities & Threats) and as appropriate, other agency employees that interact with the Department to listen to what the perceptions of the Department are and how it is or is not meeting needs.
- ◆ Our headquarters assessment will identify gaps—if any—in operations and resources and develop recommendations to maximize the effectiveness of current Fire Department operations and resources.
- ◆ Our headquarters assessment will use the Commission on Fire Accreditation International self-assessment criteria and National Fire Protection Association Standard 1201, *Standard for Providing Emergency Services to the Public* as fire service performance indicators and other NFPA standards as the basis for evaluating non-response-related services, such as fire prevention, training, and administration. The study will identify the current workload, staffing, and facilities and compare these current services to current and forecasted workload in the Department.
- ◆ Conduct interviews with stakeholders, including City management and City and Department staff, to assess goals, expectations, and perceived workload levels.

1.2.2 Police Services Analysis

Citygate’s Police Department review will:

- ◆ Assess current sworn and professional staff (non-sworn) levels. We will evaluate the adequacy of staffing levels for current workload and meeting the Department’s goals, without curtailing service or requiring excessive overtime work. We will consider existing schedules, time for training and professional development, time off, illness, injuries, and attrition.
- ◆ Provide a structured and defensible methodology for Police Department staff to use in projecting future staffing needs.

- ◆ Recommend staffing levels that will allow the Department to maintain or increase its current high levels of service, including: responding to all crimes and requests for service; assigning school resource officers to all contracted public high schools and middle schools; maintaining robust crime prevention and community service programs; and maintaining youth and family services, crime scene investigation and lab services, crime suppression, and other services currently offered by the Department.
- ◆ Analyze the impact on staffing levels and calls for service resulting from current and future City plans for economic development.
- ◆ Wherever possible, use existing data for the analysis, such as the City’s General Plan and other published planning documents, crime statistics, payroll and overtime work records, and computer-aided dispatch data. City staff will help provide historical data from Department computer systems and other sources. City staff will not conduct manual time studies or other time-consuming tasks in order to create new data for this study.
- ◆ Use a compilation of community oriented policing, predictive policing, and data-driven policing strategies. We will utilize the existing CrimeView platform of data to enhance analysis and assess efficiencies of calls for service and investigations. As Glendale is a longtime CALEA Gold certified law enforcement agency, and has embraced community policing as an on-going strategy, we will leverage the performance and evaluative processes in place, verifying the current effectiveness and efficiencies of the agency. This includes evaluating and contrasting data to overlay response time standards, officer safety, and call prioritization.
- ◆ Assess Department member perceptions and expectations of their services – issue SWOT questionnaires to *employees* (Strengths, Weaknesses, Opportunities & Threats) and as appropriate, other agency employees that interact with the Department to listen to what the perceptions of the Department are and how it is or is not meeting needs.
- ◆ Conduct interviews with stakeholders, including, City management, City staff and community representatives, to assess goals, expectations and perceived workload levels.

1.3 ADVANCED GEOGRAPHIC MAPPING AND STATISTICAL PROGRAMS THAT ARE SECOND TO NONE

Essential to Citygate’s analysis will be the use of geographic mapping and statistical software programs. Details of the software programs utilized in this study are described below.

As background, Citygate’s on-going partner for GIS is The Omega Group, Inc., a California S Corporation, founded in 1992 to provide GIS solutions to public safety organizations, municipalities, and school districts. The company’s public safety domain experience includes a solution portfolio evolved from desktop offerings of high-end tools for crime and fire analysts to a portfolio of analysis-driven decision support, performance management and electronic briefing services delivered from the cloud to all levels of the modern public safety agency. Omega has repositioned analysis and mapping from a specialist function to an organization-wide mission-critical solution. Their corporate headquarters are located in San Diego.

For public safety, Omega publishes two flagship solutions: CrimeView and FireView. Descriptions of these programs are provided below, along with StatsFD (published by Animated Data, Inc.).

1.3.1 Fire Department Advanced Data Overview (FireView and StatsFD)

FireView

The Omega Group provides precision data and response modeling services with Citygate for GIS-based analysis of department, station, and unit coverage and gaps in service. For over 15 years, The Omega Group has developed and applied response modeling techniques using GIS for fire departments across the US, to become the foremost authority in GIS-based response modeling services.

The Omega Group’s *FireView* program enables understanding NFPA Standard 1710 compliance and ISO audits, as well as Standards of Cover, through the use of numerous data mining tools. The solution can be used to locate new stations, redistribute response areas, analyze station coverage, determine first-due areas, and run orders in order to better serve the City.

Using FireView will allow Citygate and Omega to:

- ◆ Determine the estimated response zones and incident coverage by drive time or distance, calibrated to prior Glendale fire unit travel times. Traffic congestion impendence data will be added to the model, to determine the impacts of rush hour traffic on fire and ambulance unit travel times.
- ◆ Investigate fire/EMS calls for service within any response area, near, or at an address or landmark such as an assisted living complex or retirement home.

- ◆ Query for incident activity by multiple categories such as call type, location type, unit, response time, date, or time in order to assess existing deployment strategies.
- ◆ Create density, hot-spot, and repeat calls maps to help isolate problem areas.
- ◆ Analyze response patterns.
- ◆ Pinpoint the number of stations able to respond within a specific response time at any location.
- ◆ Optimize the response capabilities of fire/EMS stations.
- ◆ Depict the average response time or total calls per hour graphically.

StatsFD

Using standard NFIRS 5 datasets, StatsFD quickly performs diagnostic analysis of dispatch and incident computer records. What sets StatsFD apart is not just producing graphs or tables, but its ability to model “animated over time” data to see trends over a measurement period or to produce 3D workload models over Google Earth images of a service area. These visualizations help the analyst understand complicated data relationships, while also providing elected officials with easy-to-grasp deployment explanations.

1.3.2 Police Department Advanced Data Overview (CrimeView)

CrimeView

Citygate will utilize Omega’s consulting/GIS services including CAD data integration, report development, data analysis services and presentation materials, along with an option for a leave-behind installation of CrimeView Enterprise technology (which will be presented in our cost section).

The Omega Group’s access to information and insight can provide our Project Team with a significant advantage in understanding how to leverage Glendale’s data for this contemplated data-driven analysis. This type of “know-how” includes: how to connect to source systems, how to extract data from source systems, how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision making processes, how to best convert insights into actionable content for varying analysis, and how to structure actionable content for optimal usability without additional workload for the client.

Our methodology and planning tools will combine to plan for officer safety, community safety, personnel, support and technologies to assure Glendale’s growth plan has articulable and strategic insight to enhance the planned growth of the community.

Staffing Analysis

Staffing ratios in the form of officers or employees per 1,000 population and response times, have been the traditional guide for determining staffing levels. And although these indicators are still widely used and have some value, they have been touted for decades as the appropriate measures of “police performance.” By today’s standards in many aspects of the United States, they are no longer recognized as the best means for measuring police outcomes. There is a growing recognition that many of these measurements have not accurately reflected the benefits that should be realized as a consequence of good policing.

This is because such measures capture only a small portion of the value that police can provide, and minimally capture their accomplishments.

1.4 WORK PLAN TASK SEQUENCE

Our Work Plans for the review of the Fire and Police Departments are integrated into one Work Plan comprised of six (6) tasks. When possible, we present tasks common to both Department reviews. However, in some cases the differences between the Police and Fire Department approaches warrant clarification. Thus, throughout the Work Plan we call attention to the differences so that Glendale understands exactly what is being proposed for each Department.

We intend to review our Work Plan and schedule with each Department project team prior to beginning work. After obtaining additional input, we will finalize our Work Plan and the accompanying schedule.

Citygate’s Work Plan has been developed consistent with our Project Team members’ experience in public safety management.

Task 1: Initiate and Manage the Project

Subtasks

- ◆ Develop detailed Work Plan schedule for the project.
 - We will develop a detailed integrated work schedule and final project timeline for both Department reviews. These tools will assist both the consultants and Department staffs to monitor the progress of the study.
- ◆ Meet with Department staff representatives to initiate study.
 - A key to a successful consulting engagement is a mutual understanding of the project’s scope and objectives. The senior members of our team will meet with each set of Department representatives to correlate our

understandings of the study's scope, and ensure that our Work Plan and project schedule are mutually agreeable.

- ◆ Obtain and review City/Department documentation.
 - We will develop and submit a list of all documents relevant to this project, including the City's General Plan, growth forecasts, any appropriate prior studies, Department documentation including (as available) dispatch data, fleet inventory, facility condition assessments, current personnel, equipment and other operating costs and a myriad of other information. We will prepare a custom list of needed documents for each study and establish Dropbox folders for the Departments to securely and easily transfer all electronic files. This preliminary step in the engagement ensures that our time on site is used effectively and efficiently.
- ◆ Interview Department leadership and the Chiefs.
 - To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and if directed, the City Council members, Police Chief and Fire Chief, as well as members of the City staffs who frequently interact with or have an interdependent relationship with the Departments.
- ◆ Interview Department staffs.
 - To enhance our understanding of the issues at stake in this project, we will meet with, as appropriate and directed, the members of the Departments.

Meetings

There will be two on-site trips during this task to kick-off the project, establish relationships, conduct stakeholder interviews, and set the information gathering into agreement and motion.

Task 2: Deployment Review of the Police and Fire Services Delivery System

Fire Service Subtasks

- ◆ Conduct a complete Standards of Response Cover (SOC) study. This review will consider existing station locations, using geographic mapping and prior incident response statistics to measure the effectiveness to desired goals of the current deployment plan.
- ◆ The SOC review will begin with a risk assessment of values at risk in the City to be protected. This assessment will include zoning, population demographics,

Insurance Service Office (ISO) commercial building inventory information and target hazards identified by the Fire Department, to name a few.

- Chief Gary will conduct the deployment review, with the assistance of Michael Fay (Statistical Specialist) and The Omega Group (GIS Specialist). Chief Meyer will assist with the risk assessment component.
- Citygate strongly encourages the Fire Department to focus on the value of this step as a “study within the study.” Citygate submits that a full GIS and statistical review of its deployment system will provide a solid foundation for administrative functions analysis steps. The headquarters team size must fit the needs of the total number of fire station personnel who need training, management and logistical support.
- When this step is complete, the findings and recommendations will be integrated into the Draft and Final SOC and Headquarters Assessment documents, which are presented in Tasks 5 and 6. Citygate will consider any results of Task 2, such as a need for increased or re-located stations that might influence Task 3.

Meetings

There will be one on-site day by Chief Meyer to review in person the specialty risks, geography and road network that the Department protects.

Police Service Subtasks

- ◆ Conduct a complete deployment review to analyze staffing needs and service demands.
 - We will begin our deployment review with an assessment of community risks and vulnerabilities, including infrastructure, demographics, gang and crime activity, regional anomalies, and public venues (including entertainment). Our vulnerabilities assessment will also include an assessment of the adequacy of Department technology.
 - We will collect and analyze patrol data over a period of time to document calls for service, response time, self-initiated activity by beat and shift and day of the week. In other words, we will take a snapshot of what current and historical workload looks like.
 - This review will consider existing sub-station locations, using geographic mapping and prior incident response statistics to measure the effectiveness to desired goals, response time criteria, and call prioritization relative to the current deployment plan.

- ◆ Identify appropriate Departmental levels of officer availability.
 - Based on the above data, we will develop a graphical representation of the officer availability by time of day and day of week. The amount of available patrol time generally used by officers for directed patrol, special projects, and community involvement varies from department to department. The Project Team will examine the nexus between officer availability and the Department's Values, Vision, Mission, and Goals and industry best practices.
- ◆ Perform data integration.
 - The Omega Group will provide CAD data integration, report development, data analysis services, and presentation materials. Omega knows how to connect to source systems, how to extract data from source systems, how to assess the accuracy and reliability of data, how to determine relevancy of data in correlation to decision making processes, how to best convert insights into actionable content for varying analysis, and how to structure actionable content for optimal usability without additional workload for the client.
 - These services happen to overlap with a significant portion of the data integration and configuration services for Omega's cloud-based CrimeView systems, and as such, it would enable the Glendale Police Department to *optionally* acquire a full deployment of CrimeView Dashboard and Advanced Reporting Module, ready for use with CAD calls for service data. This is further described at the end of the cost section of this proposal.

Meetings

There will be no meetings for the police review in this task.

Task 3: In-Depth Review of Department Functions and Staffing

Fire Services Subtasks

- ◆ Perform in-depth review of Fire Department.
 - In addition to the deployment study, Citygate will interview Department personnel and allied stakeholders, along with an in-depth documentation review, to analyze each headquarters function in the Fire Department.

- We will further review Departmental documents and data measurement records from the Fire Department to enable an in-depth understanding of current division or bureau staffing, workloads, costs, and needs.
- We will review the City's growth information and project future expectations on the Fire Department's support services.
- Citygate will use focused interviews of City Hall and Department members to compare the records-based review with the perceptions of the actual workforce.
- We will issue SWOT questionnaires (Strengths, Weaknesses, Opportunities & Threats) to gain feedback on specific program areas.
- Once the headquarters function review is completed, Citygate will then combine the administrative bureau performance capacities with the field deployment review to build integrated findings, recommendations, and implementation costs.

Meetings

There will be two one-day on-site trips in this task to conduct the interviews for the headquarters functions review.

Police Services Subtasks

- ◆ Perform in-depth review of Police Department.
 - We will further review Department documents to examine current resource utilization; schedules and attendance records; staff retention; and productivity and performance measures of major units. Our previous data analysis will be contrasted to deployment strategies and work schedules, as described below.
 - We will conduct interviews with the following personnel: Command staff; Officers in Charge (OICs) of the Criminal Investigations Division, Training, Administrative Services, Professional Standards, 9-1-1 / Communications Division, and Field Services; and selected Department managers and City Human Resources staff.
 - Citygate will interview up to six community members including chamber of commerce, school district(s) and community-based organizations to obtain information about their perceptions of the Police Department. The City will be responsible for the identification and initial contact with community members.

- We will issue SWOT questionnaires (Strengths, Weaknesses, Opportunities & Threats) to gain feedback on specific program areas.
- We will review the communication flow within the Department, the current organizational structure, the span of control, unity of command, and decision-making authority of the ranks in the Department.
- We will review best practices regarding Community-Oriented Policing and Problem Solving (COPPS), Intelligence-Led Policing, and Data-Driven Policing to provide options for the best fit for the City of Glendale.
- At a high level, we will assess whether efficiencies can be realized through schedule changes.
- Once the Police Department review is completed, Citygate will integrate the data analysis, Department goals, and deployment strategies to build integrated findings, recommendations, and implementation costs.

Meetings

There will be one three-day on-site trip in this task to conduct the interviews for the command staff functions review.

Task 4: Conduct a Mid-Project Review

Subtasks

- ◆ Conduct mid-project review separately with Police and Fire Chiefs, and City Executive Management.
 - With most past engagements we have found it productive, upon the completion of the initial deployment and in-depth Department review work, to conduct a mid-project review before writing the Draft Report. The purpose of this review is to meet with the client and principal staff to review the conclusions and tentative recommendations coming out of these two studies. This will also be an opportunity for the Departments and consultants to perform fact-checks and make any mid-course corrections before additional work occurs.
 - The Citygate team will brief the City's leadership team on-site regarding our working opinions using PowerPoint, geographic mapping, and incident statistics. Examples of the graphics we provide are found in Section 1.8.

Meetings

There will be a half-day on-site meeting to review the projects initial findings. Citygate will utilize a short PowerPoint presentation to discuss the highlights of the study to date.

Task 5: Forecast Resource Needs; Conduct Final Service Delivery Models and Prepare Draft Reports

Subtasks

- ◆ In this task, the entire Citygate team will prepare two comprehensive long-range Deployment and Performance Review Draft Reports (one each for Police and Fire). Several volumes may be used for each report to illustrate maps or statistics. In the these Draft Reports, we will:
 - Summarize the strengths of the Departments and opportunities for improvement.
 - Present a review of how our approach and analyses were conducted.
 - Describe major findings by Departmental service delivery area.
 - Present an explanation of improvements we identified and our integrated recommendations for their resolution in order to improve operations.
 - Describe a methodology for monitoring implementation status.
- ◆ Upon completion of the Deployment and Performance Review Draft Reports, an electronic version in MS-Word will be sent to the Department project managers for comments using the “track changes” and “insert comments” tools in Word. Our normal practice is to review a draft of our report with management personnel to ensure that the factual basis for our recommendations is correct and to allow time for a thorough review. In addition, we take time to discuss any areas that require further clarification or amplification. It is during this time that understandings beyond the written text can be communicated.

Meetings

We will schedule a site meeting with each Department’s leadership to discuss and fact-check the Deployment and Performance Review Draft Reports, answer any questions, and agree on elements for the Final Report.

Task 6: Prepare and Deliver the Final Reports with Executive Summary, Recommendations, and Costs

Subtasks

- ◆ The process of Final Report preparation is an important one. Implicit in this process is the need for a sound understanding of how our review was conducted, what issues were identified, why our recommendations were made, and how implementation should be accomplished.
- ◆ Prepare Final Reports and oral presentation.
 - Based on the results of our Draft Report review process, we will then prepare Final Reports to the City Council and public safety Departments. We also will make an oral presentation using a PowerPoint presentation to the Department leadership teams and/or City Council as directed.

Meetings

There will be one on-site meeting to make an oral presentation of the Final Reports to the City Council or a group of the Departments' choosing.

1.5 FINAL REPORT COMPONENTS

Citygate's Deployment and Performance Review Final Reports will include:

1. An analysis of the efficiency of the current deployment scheme of resources and patrol and fire units and fire station locations.
2. An analysis of the each Department's ability to meet the listed standards.
3. If required, recommendations for changes in deployment methods to meet the current needs of the Departments and to optimize service delivery.
4. A comprehensive analysis of current Department's services and staffing in the support bureau areas of (for the Fire Department) fire suppression, emergency medical, paramedic ambulance transport, technical and heavy rescue, fire prevention, and public education; and (for the Police Department) police patrol, investigations, internal affairs (professional standards), communications, records, support services, and other specialty services.
5. The analysis will be combined with a forecast of future demands into a multi-year staffing and services plan for both Departments.
6. Provision of supporting data and rationale for all recommendations.

7. Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format with accompanying Microsoft PowerPoint presentation.

1.6 STUDY COMPONENTS WITH WHICH THE DEPARTMENTS MUST ASSIST

The Departments is are in the best position, and have the best capability, to provide most, if not all, of the internal data needed to complete the scope of work required for this project. Therefore, Citygate anticipates that the Departments will assist with this project by:

- ◆ Providing electronic incident response data in a format requested by Citygate.
- ◆ Returning SWOT (Strengths, Weaknesses, Opportunities, & Threats) forms provided by Citygate for the various non-operational functions in a timely manner to keep the project on schedule.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing Department documents describing organization, services, budgets, expenses and performance measures, if any.
- ◆ Providing other Department data timely as requested by Citygate.

1.7 PROJECT SCHEDULE

Citygate anticipates this project will span six months. Citygate is available to start the project immediately upon the award of a contract. A detailed Work Plan schedule is presented below:

Work Plan Timeline

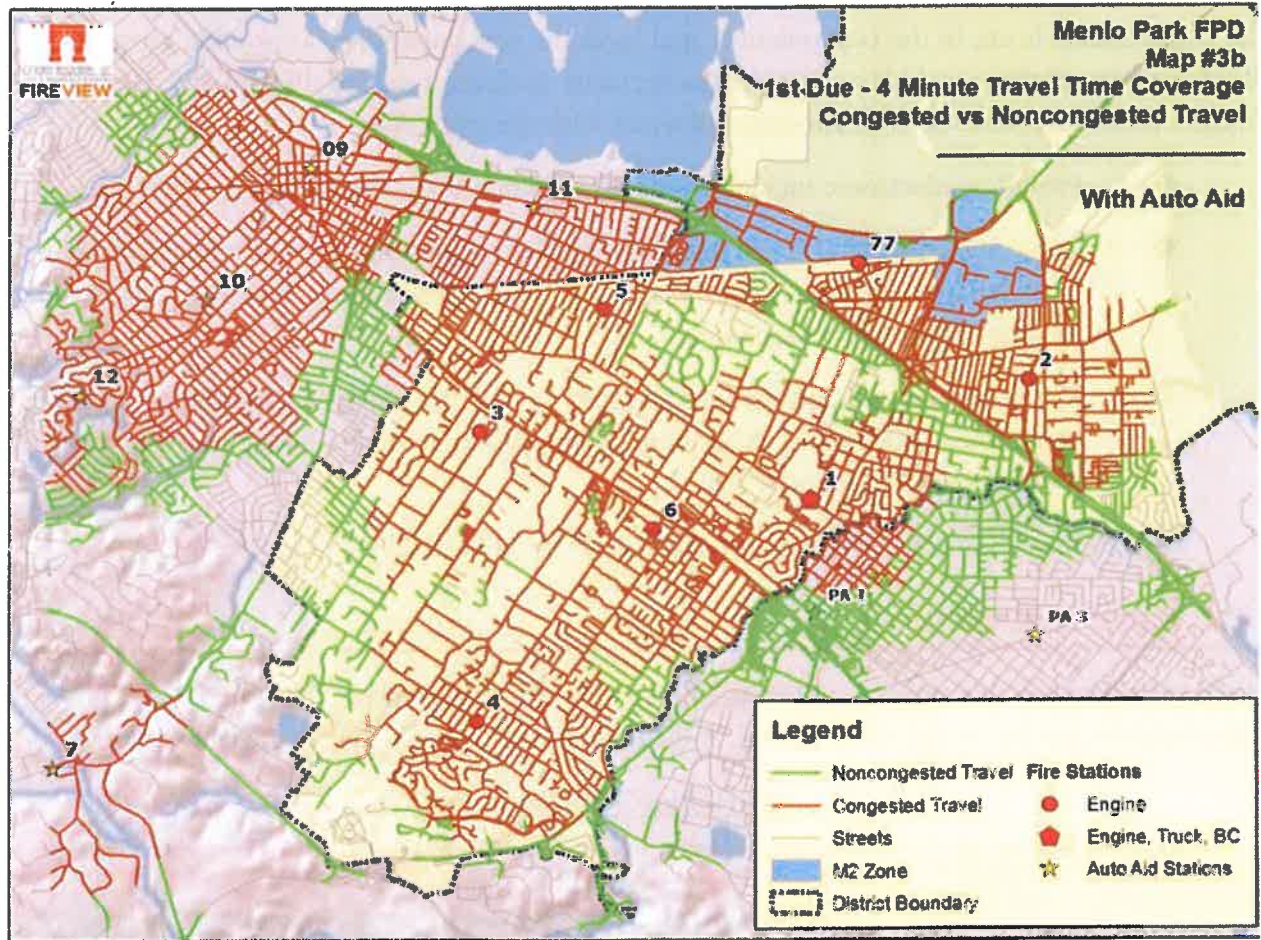
Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1: Initiate and Manage Project	[Shaded]					
2: Deployment Review	[Shaded]					
3: In-Depth Department Review		[Shaded]				
4: Forecasting and Draft Reports				[Shaded]		
5: Prepare and Deliver Final Reports					[Shaded]	



1.8 SAMPLE PRESENTATION GRAPHICS

Below we offer several graphic exhibits that illustrate the type of maps and charts we can prepare for our fire and police department reviews.

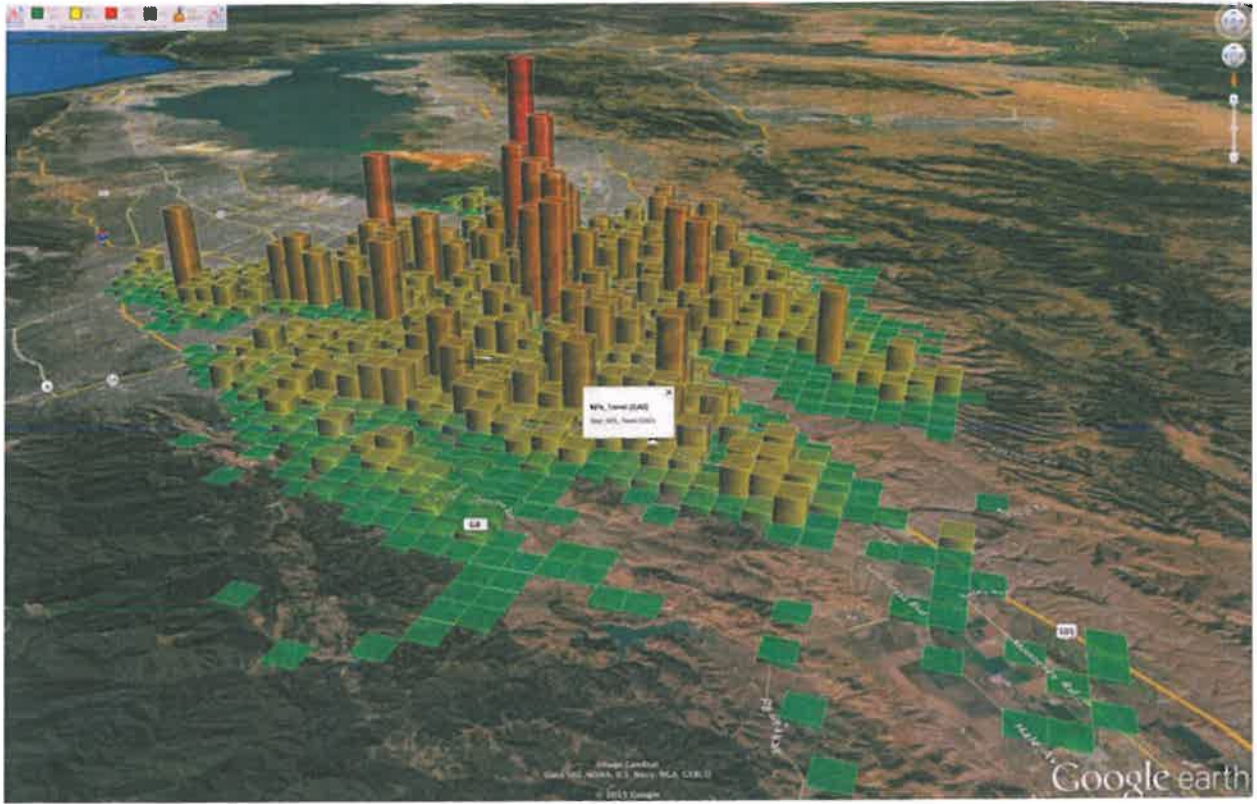
Menlo Park FPD Congested vs. Noncongested Travel Time Coverage



City of Orange Unit Hour Utilization

Hour	R5	R3	R4	E1	E5	E3	E4	E6	E2	T1	T8	E7
00:00	18.37%	11.51%	13.90%	7.81%	10.26%	11.19%	6.81%	4.72%	5.31%	1.97%	2.08%	4.82%
01:00	12.25%	12.47%	10.32%	5.28%	5.66%	6.24%	5.11%	4.21%	5.19%	1.72%	1.14%	1.61%
02:00	12.77%	10.43%	9.50%	4.73%	4.03%	5.13%	5.28%	5.22%	4.63%	2.72%	1.48%	1.56%
03:00	8.72%	6.50%	9.33%	3.89%	2.54%	3.85%	4.34%	2.89%	3.40%	1.04%	1.28%	0.90%
04:00	10.60%	7.30%	6.28%	4.03%	3.50%	4.20%	4.54%	3.65%	2.84%	1.34%	0.57%	1.26%
05:00	11.44%	9.55%	10.53%	5.89%	4.71%	5.11%	5.17%	4.21%	3.46%	2.08%	0.94%	1.09%
06:00	11.25%	10.21%	13.31%	6.25%	5.48%	6.18%	6.62%	1.84%	4.42%	2.50%	0.88%	1.22%
07:00	20.73%	12.66%	18.96%	7.29%	9.26%	6.40%	9.36%	7.29%	7.93%	5.63%	1.79%	3.44%
08:00	22.55%	24.98%	19.41%	9.18%	8.83%	8.07%	8.51%	8.01%	12.11%	4.18%	4.49%	3.97%
09:00	30.18%	26.65%	26.12%	12.59%	13.63%	13.12%	13.02%	8.55%	9.44%	6.12%	4.66%	3.27%
10:00	31.00%	28.00%	27.15%	16.15%	13.93%	10.53%	11.81%	10.53%	11.21%	5.25%	4.95%	4.03%
11:00	32.20%	25.13%	29.45%	14.07%	15.07%	12.26%	10.96%	9.83%	9.30%	4.47%	5.62%	11.44%
12:00	31.61%	30.99%	26.08%	15.21%	13.51%	13.85%	14.42%	8.20%	12.45%	5.33%	6.67%	5.52%
13:00	32.26%	23.78%	29.57%	16.28%	15.41%	10.91%	13.31%	11.26%	7.09%	3.74%	4.56%	5.13%
14:00	30.58%	28.49%	27.12%	15.47%	14.38%	12.62%	11.70%	13.30%	11.64%	4.17%	5.36%	5.69%
15:00	31.02%	25.84%	29.58%	13.44%	10.77%	14.28%	13.77%	11.88%	9.16%	7.58%	6.20%	5.21%
16:00	30.05%	22.41%	28.23%	15.58%	11.88%	13.38%	13.26%	11.74%	12.92%	3.65%	4.16%	5.52%
17:00	32.51%	27.15%	23.99%	15.29%	14.60%	13.00%	12.38%	12.16%	10.30%	4.33%	4.08%	4.20%
18:00	27.64%	21.69%	25.77%	14.17%	16.00%	11.40%	13.91%	9.22%	8.40%	6.50%	3.96%	4.57%
19:00	26.54%	22.25%	24.78%	12.75%	10.48%	11.45%	12.05%	11.51%	9.44%	5.26%	3.08%	3.11%
20:00	25.70%	26.02%	21.91%	13.39%	10.52%	13.17%	11.70%	9.22%	12.29%	6.54%	4.31%	3.31%
21:00	23.68%	16.74%	23.74%	9.92%	10.33%	7.31%	11.36%	12.14%	9.10%	4.29%	3.66%	1.64%
22:00	22.07%	15.22%	13.37%	9.83%	9.25%	6.22%	9.05%	7.47%	6.08%	4.16%	3.29%	2.40%
23:00	18.24%	10.56%	15.48%	7.90%	4.70%	5.77%	7.38%	6.12%	5.06%	2.21%	1.53%	2.29%
Overall	23.08%	19.02%	20.16%	10.68%	9.95%	9.40%	9.83%	8.13%	8.05%	4.03%	3.36%	3.63%
Responses	3,790	3,115	2,736	2,166	2,117	1,945	1,732	1,699	1,677	1,218	750	606

San Jose Fire Department Response time by Volume



City of Glendale, AZ

Proposal to Perform a Comprehensive Public Safety Deployment and Performance Review

Santa Monica Patrol Calls by Day of Week and Time of Day



Santa Monica Police Department



PATROL CALLS BY DAY OF WEEK AND TIME OF DAY

For the period

APRIL 2010 - MARCH 2013

	Sun	Mon	Tue	Wed	Thu	Fri	Sat	Total
00	1,063	527	572	582	538	656	945	4,883
01	850	426	395	420	451	539	804	3,885
02	877	362	313	328	377	451	842	3,550
03	563	280	258	287	280	356	488	2,478
04	321	232	239	298	231	240	310	1,781
05	211	253	241	288	235	329	244	1,699
06	271	328	287	289	318	327	305	2,125
07	324	490	524	516	484	536	435	3,317
08	412	605	649	648	586	610	533	4,043
09	578	592	602	632	640	686	657	4,387
10	638	629	642	663	593	644	707	4,516
11	595	573	607	642	633	657	683	4,390
12	553	571	577	601	596	615	633	4,146
13	573	560	534	580	636	605	623	4,111
14	537	604	623	663	685	726	725	4,563
15	577	659	689	630	691	786	661	4,693
16	586	687	735	702	714	749	688	4,861
17	598	684	627	714	679	737	749	4,848
18	658	693	698	738	683	777	711	4,958
19	716	736	762	788	765	731	702	5,200
20	716	693	680	741	736	739	709	5,014
21	776	747	775	747	749	806	822	5,422
22	839	790	786	794	826	932	1,031	5,998
23	795	685	704	751	817	1,019	1,167	5,938
Total	14,647	13,414	13,579	13,910	13,929	15,153	16,174	100,806



Average: 600.04
 Std. Dev.: 190.83
 Minimum: 208
 Maximum: 1,167

Santa Monica Patrol Calls by Month and Call Priority



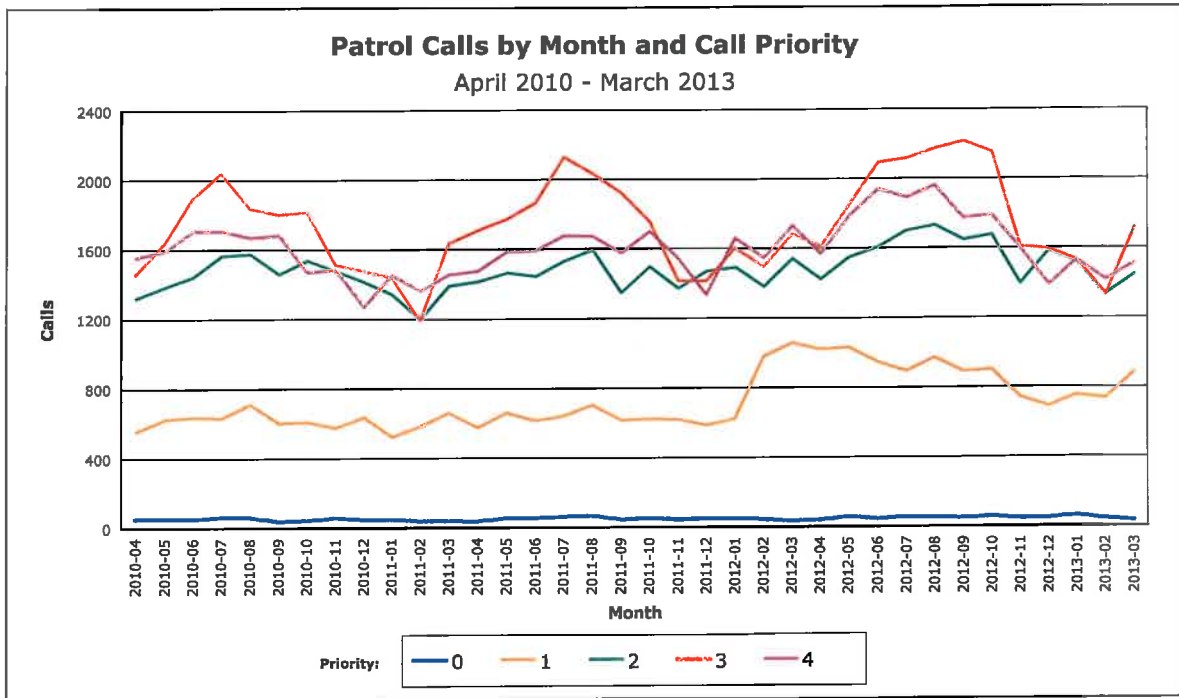
Santa Monica Police Department



PATROL CALLS BY MONTH AND CALL PRIORITY

For the period

APRIL 2010 - MARCH 2013



SECTION 2—CITYGATE ORGANIZATION AND PROJECT TEAM

2.1 CITYGATE'S PROJECT TEAM

Citygate's capabilities for this service can be simply stated: the experience and talents of our Project Team members! We know that successful results come from Citygate's agility to handle, as necessary, six critical roles in cooperation with City public safety teams: (1) champion; (2) stakeholder listener; (3) subject matter trainer/expert; (4) meeting facilitator; (5) coach and content expert; and (6) final strategist/advisor.

Citygate's team members, in their agency and consulting careers, *have successfully walked the talk* on public safety review efforts by focusing on the inclusion of culture and communication with rigorous analytic methods to build a business case that elected officials and agency employees can both understand.

The Citygate team has a multi-disciplinary approach that includes the full range of skills required to execute this challenging project. The diverse group of specialists comprising Citygate's proposed Project Team (described below) has worked on prior projects to integrate their respective expertise into comprehensive, compelling, and creative strategies to accomplish a municipality's objectives.

2.2 NECESSARY PROJECT TEAM SKILLS

Citygate's team members possess the skills necessary to successfully complete this project, including:

- ◆ Police/fire department deployment principles and practices
- ◆ Police/fire department staffing
- ◆ Police/fire services command and organizational structure
- ◆ Police/fire department performance measurement
- ◆ Fire prevention, police investigations and specialty services, and community risk reduction
- ◆ Dispatch, communications, and 9-1-1 hands-on experience
- ◆ Operating and capital budgeting
- ◆ City management and cost of services analysis
- ◆ Fleet management
- ◆ Public safety technology

- ◆ Safety and training
- ◆ Professional Standards, compliance and auditing
- ◆ Land use planning
- ◆ Strategic, master, and business planning.

2.3 PROJECT TEAM / PROJECT ROLES

The qualifications of the Project Team are critical, as it is the expertise and the capabilities of the consultants involved in the project that ultimately determine the success of the project. We have carefully assembled the team members to provide the knowledge, depth, judgment, and sensitivity required to perform this engagement. Please note that the role of each team member is described in *italics* at the end of his biographical paragraph. Full resumes for each consultant are presented in **Appendix B**. Primary members of our Project Team include the following experienced consultants:

Chief Stewart W. Gary, MPA, Public Safety Principal



Chief Gary is the Fire Services Principal for Citygate Associates. Chief Gary is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. For the past fourteen years, he has been a lead instructor, program content developer and consultant for the Standards of Response Coverage process. For many years he annually taught a 40-hour course on this systems approach for fire deployment at the California Fire Academy and he teaches and consults across the United States and Canada on the Standards of Response Coverage process. Over the last fourteen years, he has performed over 250 organizational and deployment studies for departments large and small.

Chief Gary will manage the Citygate team, attend the project kick-off, lead the Fire Department Review, co-draft reports, and co-conduct all briefing presentations.

Chief Sam L. Spiegel, MA, Police Services Senior Specialist



Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, city councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy, Emergency / Critical Incident Management and 9-1-1 / Next Generation technologies. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced developing communities. He has not only overseen, but been actively engaged in all aspects of law enforcement, including animal control, communications, and records management. He has also provided focused leadership on inter-department collaborations during his interim City Manager tenure.

As an accomplished and visionary police executive, he created the Police Service Delivery Plan model and has authored two of these for the City of Folsom. His insight into staffing and organizational analysis produced the plan that guided a seven-year growth of an agency whose community growth had outpaced the staffing growth of the police department.

Appointed by the last three California Attorneys General, Chief Spiegel has served ten years on the California Law Enforcement Telecommunications Advisory Committee (CLETS), serving the last three years as the committee Chair. He has ten years service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment.

He currently provides law enforcement consulting services in many areas, including Organizational and Operational Analysis, Futures – Next Generation Technologies, Continuous Improvement, Leadership Development, Critical Incident / Disaster Planning, Systems Analysis, and Advocacy Navigation. Chief Spiegel has been a client of Citygate since the 1990s.

Chief Spiegel will serve as the Police Task Manager for this engagement. Chief Spiegel is responsible for day-to-day management of the project, including direction of project personnel, detailed planning and scheduling of tasks, preparation of work products, direct participation in key activities as the key interface with the client, delegation of activities to project consultants, and synthesis of the study data into a meaningful and useful study report.

Chief Robert Meyer, CEM, CFO, EFO, Fire Services Specialist



Chief Meyer has over twenty years of public fire protection experience. He recently retired as Fire Chief for the City of SeaTac, Washington, where he was responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire, EMS, and technical rescue services. Prior to joining the SeaTac Fire Department in 2000, he served as the Division Chief for the Santa Maria Fire Department; Senior Code Enforcement Officer for the City of West Hollywood; and Battalion Chief for the San Clemente Fire

Department. Chief Meyer is a Certified Emergency Manager, Certified Chief Fire Officer, and Peer Assessor/Team Leader for Commission on Fire Accreditation International.

Chief Meyer will conduct the risk assessment and fire headquarters services reviews along with Chief Gary. He will co-prepare the Draft Report and Final Report presentation.

Steven A. Harman, MPA, IPMA-CP, Human Resources Specialist



Mr. Steven Harman is an experienced and acknowledged leader in the public sector human resource management community, and retired as the Director of Human Resources in the City of Livermore. He has more than thirty-two years of personnel management experience covering the full array of management functions including recruitment and selection, classification and compensation, training and development, policy and procedure development and other related areas. Mr. Harman has extensive experience in providing human resource management services for public safety functions. He is a

certified expert witness in California and Federal Courts in matters pertaining to employment discrimination and wrongful termination. Mr. Harman served as Citygate's Project Manager for our previous police management and/or staffing reviews conducted for Santa Monica, CA; Maricopa, AZ; Goodyear, AZ; and Provo, UT.

Mr. Harman will assist the Police Department team with human resources expertise, specifically in the areas of investigations and internal affairs. He will conduct interviews, perform analysis, and co-author reports.

Stan Feathers, MPA, Fiscal Specialist



Mr. Stanley E. Feathers has served as City Manager, Assistant City Manager, Finance Director, Budget Manager, and has served extended duty as interim Community Development Director. He has over 25 years of management experience in both county and city government. He frequently works with Chief Gary on fire and EMS services studies requiring costing and fiscal analyses. His executive experience includes virtually all aspects of local government, with much of it focused on “hands-on” analysis, policy development, and implementation of initiatives. His experience primarily includes governmental finance, budget, business systems, contract management, human resources, public safety, information and business technology, labor relations, planning and community development, risk management, legislative advocacy, public works, and major capital projects. Through his wide-ranging experience, he has developed approaches to resolving complex problems by emphasizing simple but elegant solutions. This is critical to long-term success in an increasing complex governmental environment limited by the availability of resources.

Mr. Feathers will assist off site with the fiscal analysis, conduct needed costing, and co-draft report sections on changes to costs of services.

David C. DeRoos, MPA, CMC, Citygate President



Mr. DeRoos has 30 years experience as a consultant to local government, preceded by 5 years as an assistant to the City Administrator. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Prior to becoming a Principal in Citygate in 1991, he was a Senior Manager in the local government consulting division of Ernst & Young.

Mr. DeRoos is responsible for ensuring the project is conducted smoothly and efficiently within the schedule and budget allocated, and that project deliverables meet Citygate’s and the client’s quality standards.

Comm Center Solutions, Public Safety Communications

Recognizing a void in public safety 9-1-1 professional consultants and specialists, Comm Center Solutions was formed by Danita Crombach and Lynn Freeman as an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1 and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

The following are biographies for Danita and Lynn:

Lynn A. Freeman, MA, ENP, Civilian Staffing Specialist



Lynn Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments, including communications manager, a position Lynn held for thirteen years, with responsibility for oversight of day-to-day operations of the Communications Unit. Lynn has built dispatch centers literally from the ground up including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems and satellite/back-up facility.

Lynn is a certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management with a minor in Public Safety Telecommunications. Ms. Freeman works from her offices in Simi Valley, CA, and Orlando, FL.

Ms. Freeman will focus on the civilian component of the staffing study, and analysis of the civilian operations in the Police Department.

Danita L. Crombach, Public Safety Communications Specialist



Danita Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications with over 30 years of experience. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPRA). Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). Danita last served as the communications manager with the Ventura County Sheriff's Office, where she instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public.

Danita is a long-standing certified Emergency Number Professional (ENP), holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous other certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

Ms. Crombach will perform the staffing studies and analyze the workload and needs of the Communications / 9-1-1 Center. Ms. Crombach will assist in the analysis of civilian position duties as well.

The Omega Group, Geo-Mapping Specialist



The Omega Group is a nationally recognized public safety and law enforcement mapping analytic and tactical software solution provider. Since the company's inception in 1992, Omega is honored to have worked with over 500 public safety agencies, which have leveraged two flagship solutions: CrimeView and FireView. Some of FireView's capabilities include site selection of fire stations, first-due assignments, response time analysis, and mutual aid strategies.

The Omega Group will provide geo-mapping analysis for the fire station/crew deployment portion of the project. For the Police Department review, we will utilize Omega's consulting/GIS

services including CAD data integration, report development, data analysis services and presentation materials.

Michael D. Fay, Statistical Specialist



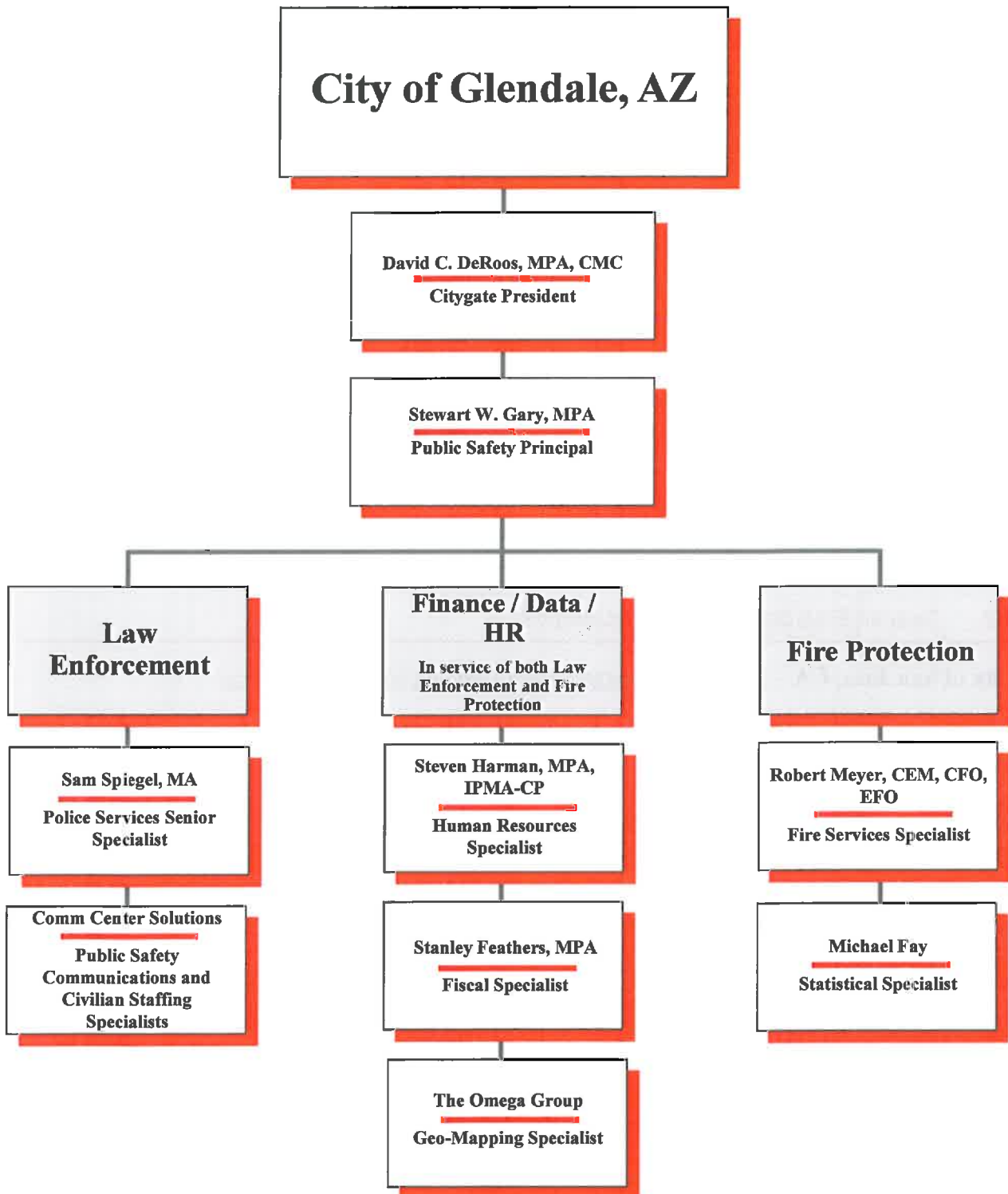
Mr. Fay has assisted Citygate with deployment studies for over 10 years. He has over 30 years experience and has served as a firefighter, EMS director, educator, consultant and publisher. As President of Animated Data, Inc., he is the designer and publisher of *StatsFD*, formerly NFIRS 5 Alive. Using standard NFIRS 5 datasets, *StatsFD* quickly performs diagnostic analysis of fire department operations.

Mr. Fay will conduct statistical analysis for the deployment portion of the Fire Department review.

2.4 PROJECT TEAM ORGANIZATION CHART

The following image is a Project Team organization chart. Citygate’s consultants adhere to the Code of Ethics found in **Appendix A**.

Project Team Organization Chart



SECTION 3—SUMMARY OF RELATED EXPERIENCE

3.1 CITYGATE ASSOCIATES PROJECT EXPERIENCE

Citygate Associates, LLC, founded in 1990, is dedicated to assisting public sector agencies to improve services. Citygate's Public Safety practice area conducts deployment analyses, staffing studies, master and strategic plans, consolidation feasibility analyses, organizational efficiency studies, risk assessment studies, performance audits, and GIS for cities, counties, and districts throughout the United States.

"We work with consultants, obviously, all the time, but the work that Citygate did on this report is some of the best I've seen in my tenure here."

-Former San Diego County CAO

Citygate has completed many recent projects that are very similar to the deployment and operational work requested in this study. Below Citygate provides a description of our previous related fire services engagements and law enforcement engagements. Following the description of our related studies, we provide a summary listing of other related completed public safety engagements, and finally, an integrated list of references. For a more detailed list of Citygate's Public Safety projects, please visit our website at www.citygateassociates.com.

3.2 SIMILAR FIRE SERVICES ENGAGEMENTS

City of San Jose, CA – Year 2000 Strategic Plan Update Consulting Services

Citygate provided assistance to update the deployment aspect of the Year 2000 San Jose Fire Department Strategic Plan.

Stewart Gary was the lead deployment analyst on the year 2000 San Jose deployment assessment that led to a successful bond initiative the following year. In May of 2015, Citygate was selected to conduct a comprehensive assessment of San Jose Fire Department deployment post recession along with a headquarters staffing assessment for the Bureau of Field Operations.

City of Surprise, AZ – Fire Master Plan and Standards of Response Coverage Study

The City of Surprise retained Citygate to conduct a Master Planning Project along with a Standard of Response Cover Planning analysis for the Fire Department. The planning effort had to have a long-term strategic focus while designing short and mid-term strategies to phase services as economic growth occurred.

Citygate's recommendations followed best practices and we designed solutions that would enhance the Fire Department's capabilities in the near term of one to three years while building a firm foundation upon which the Department can grow over the longer term.

City of Goodyear, AZ – Comprehensive Management Audit of the Fire Department

Citygate completed a comprehensive management audit of the Goodyear, AZ Fire Department to review the effectiveness and management processes of the leadership team, the organization's current design and direction, and the organizational climate.

Cosumnes Community Services District – Standards of Cover Study and Strategic Plan

Citygate performed a Standards of Cover (SOC) Study, Management/Administrative Assessment, and Strategic Plan for the Cosumnes Community Services District Fire Department. This study will include all facets of an extensive SOC, and an in-depth facilitation of the Applied Strategic Planning method.

City of San Diego, CA – Standards of Response Coverage Study

Citygate conducted a fire service Standards of Response Coverage deployment study for the San Diego Fire Rescue Department (population over 1.25 million). This study independently reviewed the existing fire and emergency medical risks to be protected, the current and desirable response system to these needs, and recommended a best-fit solution to most effectively leverage the existing situation while allowing the development of an even-stronger regional response system to benefit everyone.

El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study

Citygate performed a fire and emergency services study to evaluate Fire/EMS services countywide and to provide actionable recommendations on how to ensure sustainable, adequate and cost-effective coverage. This study was undertaken because eight of the fourteen agencies providing fire and emergency services to El Dorado County had insufficient revenue streams and had been relying on supplemental funding from the County; without these funds, some agencies would not be able to meet service demands. The study exceeded LAFCO's and the stakeholders' expectations.

Santa Barbara County – Fire Services Deployment and Departmental Performance Audit Study

Citygate completed a Standards of Response Coverage deployment analysis and departmental performance assessment of the Santa Barbara County Fire Department. The study identified both the current service level and services desired, and then assessed the Department's ability to provide them. After understanding gaps in operations and resources, Citygate provided recommendations to maximize and improve Department operations and resources over time.

Los Angeles County – Emergency Medical Services Organizational and Operational Review

Citygate completed an expansive review of the organizational and operational components of the EMS program at the Los Angeles County Fire Department. This study included a review of deployment, use of resources, best practices in pre-hospital medicine, organizational and personnel practices, and the use of information technology. A Strategic Plan was also developed.

Stanford University – Fire Services System Review

Citygate is providing a fire services system review for Stanford University which has occurred over many phases, and has included preparation of alternative service plans, macro costs, drafting a fire services RFP, and drafting a cost model for the Fire Department. Stanford recently initiated a fourth phase for this project, for which it selected Citygate Associates, once again, to assist.

Sacramento Metropolitan Fire District – Standards of Response Cover Study and a Services Reduction (Brownout) Study

With an operating budget of approximately \$166 million, the Sacramento Metropolitan Fire District provides services through 42 fire stations and approximately 750 career personnel to more than 640,000 residents in a 417 square mile area of Sacramento County, the Cities of Citrus Heights and Rancho Cordova, and a small portion of Placer County.

The Standards of Response Coverage study was commissioned to: analyze the effectiveness of the current deployment system; evaluate the need for additional fire stations; recommend criteria for the placement and timing of these stations; and develop the criteria for deployment reductions of 3-5 fire stations to meet the fiscal needs of the District's declining revenues.

The study exceeded all of the District's expectations and was very well received by the elected officials and stakeholders in May 2009. The District adopted and implemented Citygate's brownout service reduction plan. Citygate has been retained by the District to perform numerous additional engagements.

San Diego County Office of Emergency Services (CA) – Countywide Deployment Study for Regional Fire, Rescue, and EMS Services (57 Total Fire Agencies)

In 2010, Citygate established a phased-process blueprint designed to improve San Diego County's regional fire protection and emergency medical system. The study assessed current levels of service, identified future needs, provided options for a regional governance structure, and developed cost feasible proposals to improve the region's ability to respond to natural or manmade disaster (including wildfires, earthquakes, terrorism, and other multi-hazard events), bolster day-to-day operations for local agencies, and enhance the delivery of fire and emergency medical services.

The study exceeded the County's expectations and was very well received by the elected officials and stakeholders in May 2010. The County has since retained Citygate to provide ad hoc assistance with implementation of the study's recommendations. More information on this study, including links to watch the final presentation, listen to a related radio interview with Stewart Gary, view study documents, and read local news articles is available here:

http://citygateassociates.com/Fire_San_Diego_County_Study.html

The Board of Supervisors on a 5-0 vote adopted Citygate's recommendations and the County is now in the process of implementing the recommendations.

Alameda County – EMS System Consultation to the Alameda County Health Care Services Agency – UNDERWAY

Citygate is currently assisting the Alameda County Health Care Services Agency as it redesigns and rebids EMS services in response to unprecedented fiscal pressures and emerging economics that have been driving many California EMS systems toward insolvency. Citygate's scope also includes a review of deployment and socio-economic data, as well as state health care reimbursement reform regulations.

Monterey County, CA – EMS Agency Ambulance System Issues Review and Analysis of Options

Citygate conducted a review of issues in the ambulance transport system relating to the County's contracted provider and the local government stakeholders. Citygate used focused listening and documentation review to substantiate issues identified. We will work separately and jointly with system partners to forge improved relations and operational agreements.

Contra Costa County, CA – Independent Financial Review of Elements Related to the County's Ambulance RFP – UNDERWAY

Citygate is currently executing an Independent Financial Review of Elements related to the County's Ambulance RFP. Phase 1 consists of evaluating the financial stability of the current Contra Costa County EMS system, while Phase 2 consists of a financial review of bids for service received.

City of Oakland, CA – Comprehensive Multi-Hazard, All Risk Fire Service Deployment Study

Citygate conducted a comprehensive multi-hazard, all-risk fire service deployment study of the Oakland Fire Department's ability to respond to and mitigate emergencies in routine and strategic risk scenarios. The study combined Oakland's capabilities with those of its neighbors to form a picture of what the sub-regional response system's capabilities are to protect the strategic risks in the Oakland Metropolitan Area. From these assessments and the resultant gap analysis, recommendations for changes were made to improve the response system.

3.3 SIMILAR LAW ENFORCEMENT ENGAGEMENTS

City of Folsom, CA – Police Department Service Delivery Plan

Chief Spiegel developed the model and produced two Police Service Delivery Plans (SDP) for the City of Folsom. This plan is still in place today, and was reviewed and revised by Chief Spiegel until he retired in 2010. The SDP encompassed an overview and needs assessment of the Folsom Police Department’s organizational components, responsibilities, and staffing levels. The overview plan provided an understanding of the agency’s various divisions and bureaus, how services are currently provided, and what resources and technologies would be required over the next five years.

The plan examined data and trends that offered insights into Folsom’s crime picture and the demand for police services of both sworn and professional staff. The study provided insights into events and trends, and illustrated a range of needs for the Department that included: improved and expanded data management (CAD and RMS) systems; the importance of improving the application and management of existing resources; a greater ability to identify, respond to, and monitor workload and staffing requirements; and improvements that would help in dealing with a myriad of administrative and oversight responsibilities essential to effective and cost-efficient policing. Most significant was that the study debunked the linear use of staffing ratios per 1000 population for planned staffing, and provided a methodology for service delivery staffing.

While examining staffing needs and efficiencies, the plan identified several known issues that would likely impact crime and police service demands in the near future. Those included a noticeable growth in, or the presence of, various gang entities in the City and the region; the importance of maintaining and expanding on crime prevention strategies; the need to stress and improve upon succession planning and professional development within the Police Department; and the overall importance of employing new and evolving technologies that have become increasingly important in the course of improving the ability of police to effectively respond to and reduce crime and disorder in the community. Chief Spiegel, who leads the proposed Citygate Project Team, formulated this Police Department Service Delivery Plan while he was Folsom’s Police Chief. To view a digital copy of the Service Delivery Plan, please visit: www.citygateassociates.com/ServiceDeliveryPlan

City of Goodyear, AZ – Police Department Management Study

Spurred by allegations of officer misconduct, Citygate conducted a management review of the Goodyear Police Department. The study examined the Police Department’s leadership, management, and internal and external communication processes. The study also covered the internal affairs program, policy development, training and development, organizational structure and the criminal investigations division. The study resulted in numerous organizational and policy changes in the Department.

City of Maricopa, AZ – Police Department Management and Organizational Review

Citygate completed a limited and focused engagement of the Maricopa Police Department to review, analyze, and make actionable recommendations regarding the leadership and management systems in the Police Department based on best practices. Specifically, Citygate Associates examined the following areas: leadership and management practices; organizational structure; internal affairs investigation process; disciplinary procedures; professional standards of conduct; and the criminal investigations division. The review resulted in 29 recommendations, 16 of which were immediately implemented by the client.

Santa Monica, CA – Patrol Division Workload and Alternative Scheduling Plan Review

Citygate completed a far-reaching Patrol Division work load and alternative scheduling plan review for the Santa Monica Police Department. Citygate conducted a data evaluation, literature review, and interviews in an effort to analyze the Department's performance and work schedule performance impacts. Citygate's strategic partner, The Omega Group, creators of CrimeView™, performed data analysis for this project. The Police Chief and the City's executive leadership are using the findings and recommendations from Citygate's report to make key decisions regarding staffing, scheduling, beat configuration, and related operational and officer safety configurations essential for the effectiveness and efficiency of the Police Department.

To view a digital copy of the report, please visit: www.citygateassociates.com/SantaMonica

City of Provo, UT – Police Department Review

Citygate completed a focused review of the Provo Police Department. This study reviewed the Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics. Specifically, Citygate Associates examined six key areas including: citizens' complaint process; professional standards of conduct; officer training; leadership and management; hiring and retention; and community relations. The study resulted in twenty-seven specific action items designed to improve the effectiveness and performance of the Provo Police Department.

Rancho Cucamonga – Police Service Analysis

Citygate performed a police service analysis for the City of Rancho Cucamonga to assist in evaluating the current police services provided to the City by the San Bernardino County Sheriff's Department and other potential service options. The scope of the study includes answering the following questions: (1) How does the current contract compare to similarly situated cities that also contract for law enforcement services?; (2) What would an in-house police department look like for comparable services and how much would it potentially cost (including start-up and ongoing operational costs)?; (3) Are there viable law enforcement agencies in the region that could provide law enforcement services or partners to form a JPA;

and what challenges would need to be overcome including start-up and ongoing operational costs?; and (4) Is there a tipping point beyond which the City should consider a police services alternative?

Cities of Hesperia, Adelanto, Victorville, Town of Apple Valley – Public Safety JPA Feasibility Study

Citygate conducted a feasibility study for the Cities of Hesperia, Adelanto, Victorville, and the Town of Apple Valley to determine the potential for a Public Safety JPA to manage Police and/or Fire services among the agencies.

Cities of Brea, Buena Park, Fullerton, La Habra, Yorba Linda, and Placentia, CA – Police Services and Dispatch Merger Feasibility Studies

Citygate performed a police services consolidation and contract for shared services analysis. The study addressed opportunities for improvement in (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) coordinating regional planning and eliminating artificial boundaries; (5) standardizing services and programs; (6) enhancing the opportunities for future grant funding; and (7) enhancing customer service.

Citygate also performed a dispatch study to evaluate opportunities for regional police including evaluating opportunities for shared dispatching between two or more of the study partners that might achieve improvements in some or all of the following: (1) efficiency and effectiveness; (2) enhancing or expanding services; (3) reducing and/or avoiding costs and duplications; (4) standardizing services and programs; (5) enhancing opportunities for future grant funding; and (6) enhancing customer service.

Cities of Burlingame and San Mateo, CA – Police Department Consolidation Analysis

Citygate conducted a study to analyze the feasibility of merging all or a portion of the cities' Police Service operations in order to (1) reduce costs while retaining, at a minimum, the current service levels for each city, and (2) where possible, improve service levels without additional costs. Thus, this study addressed the possibilities from full consolidation of the agency police services to partial sharing of various services.

Port of Oakland, CA – Domain Awareness Center Staffing Plan Development

Citygate Associates was engaged to conduct a review of the proposed Security Operations Monitoring (SOM) staffing plan as designed in the Port of Oakland staff's Concept of Operations. Our work plan included numerous meetings with the stakeholders to understand the mission of the Security Operations project and the organizational challenges associated with its operations and structure. Citygate then assisted the Port in creating an RFP and job descriptions for the additional positions required to staff the center.

Ogden City, UT – Rotating Management and Staffing Audits (Including Police)

Citygate Associates performed general management and staffing studies for eight Ogden City departments, including Police. Each study analyzed the management, operations, policies, performance measurement, and procedures of the departments. We examined issues related to the philosophy and mission; organizational structure and management systems; organizational relationships; relationships with citizens; allocation of employees and other resources; personnel management and training; data management; records management, communications and information systems; facilities and equipment; management methodologies; maintenance functions; and fiscal management of each department. Other departments reviewed by Citygate include Fire, Community Development, Community Services, Public Works, Animal Services, Redevelopment Agency, and Code Enforcement.

Placer County, CA – Law Enforcement Cost Study for New Developments

Citygate was contracted by Placer County to recommend a law enforcement operational plan for each of three new developments planned for the County: Placer Vineyards, De La Salle, and Placer Ranch. In establishing the operational plan, Citygate was asked to review and recommend methodologies and criteria for determining an urban level of staffing, equipment and facilities for each development, comparing the recommended operational plans to appropriate nearby jurisdictions or developments, and finally using a methodology and criteria that could be used by the County in assessing the law enforcement cost impact of future developments.

City of Folsom, CA – Police Chief Recruitment Assistance

Citygate assisted the City of Folsom with the recruitment of a new Police Chief by applying character and behavior psychometric instrumentation to existing command staff as well as potential Police Chief candidates. This process had two objectives: (1) determining the scientifically quantifiable character and behavior of the existing command staff, and (2) determining the character and behavior profile of Police Chief candidates and assessing the “fit” of the recruitment candidates with the existing command staff.

3.4 CITYGATE FIRE SERVICES CLIENT SUMMARY

In addition to the related studies described above, Citygate presents a listing of additional Fire Services Headquarters Reviews and Strategic Plans, SOC/deployment studies, consolidation projects, and general projects that we have completed.

3.4.1 Headquarters Reviews and Strategic Plans

- ◆ City of Atwater, CA
- ◆ Anacortes, WA
- ◆ City of Belmont, CA
- ◆ City of Beverly Hills, CA
- ◆ Butte County, CA
- ◆ City of Carlsbad, CA
- ◆ City of Corona, CA
- ◆ City of Dixon, CA
- ◆ City of DuPont, WA
- ◆ East Contra Costa County FPD, CA
- ◆ Fresno County, CA
- ◆ Lakeside Fire Protection District
- ◆ Los Angeles County, CA
- ◆ Los Angeles Area Fire Chiefs Association, CA
- ◆ Madera County, CA
- ◆ Mountain House CSD, CA
- ◆ Mukilteo, WA
- ◆ Napa County, CA
- ◆ City of Napa, CA
- ◆ City of Newark, CA
- ◆ City of Oakdale / Oakdale Rural FPD, CA
- ◆ City of Oceanside, CA
- ◆ City of Peoria, AZ
- ◆ Presidio Trust, CA
- ◆ Port of Long Beach, CA
- ◆ Port of Los Angeles, CA
- ◆ Rock Creek Rural FPD, ID
- ◆ Salida FPD, CA
- ◆ Salton Community Services District, CA
- ◆ City of San Luis Obispo, CA
- ◆ City of Soledad, CA
- ◆ City of Surprise, AZ
- ◆ Travis County ESD #6, TX
- ◆ Town of Windsor, CA
- ◆ University of California, Davis
- ◆ University of California, Merced

3.4.2 Fire Standards of Coverage/Deployment Studies

- ◆ City of Alameda, CA
- ◆ City of Bakersfield, CA
- ◆ City of Brentwood, CA
- ◆ City of Cleveland, OH
- ◆ Coastside FPD, CA
- ◆ City of Costa Mesa, CA
- ◆ Cosumnes CSD
- ◆ City of Emeryville, CA
- ◆ City of Enid, OK
- ◆ City of Eureka, CA
- ◆ City of Folsom, CA
- ◆ City of Georgetown, TX
- ◆ Kings County
- ◆ Lakeside Fire Protection District, CA
- ◆ Los Angeles County EMS, CA
- ◆ Marin County, CA
- ◆ Menlo Park FPD, CA
- ◆ City of Minneapolis, MN
- ◆ City of Monterey Park, CA
- ◆ Montecito FPD, CA
- ◆ City of National City, CA
- ◆ North County FPD, CA
- ◆ North Lake Tahoe FPD, NV
- ◆ City of Oakland, CA
- ◆ Ogden City, UT
- ◆ City of Orange, CA
- ◆ City of Palm Springs, CA
- ◆ City of Pasadena, CA
- ◆ City of Redlands, CA
- ◆ City of Roseville, CA
- ◆ Sacramento Metropolitan Fire District, CA
- ◆ San Bernardino, CA
- ◆ City of San Diego, CA
- ◆ San Jose, CA
- ◆ City of San Mateo, CA
- ◆ San Mateo County, CA
- ◆ San Ramon Valley FPD, CA
- ◆ Santa Barbara County, CA
- ◆ Santa Clara County, CA
- ◆ City of Seaside, CA
- ◆ Snohomish County Fire District 1, WA
- ◆ South Placer FPD, CA
- ◆ City of South San Francisco, CA
- ◆ South San Mateo County, CA
- ◆ South Santa Clara FPD, CA
- ◆ Stanislaus Consolidated FPD, CA
- ◆ City of Stockton, CA
- ◆ City of Suisun City, CA
- ◆ Templeton CSD, CA
- ◆ Travis County ESD No. 6, TX
- ◆ City of Vacaville, CA
- ◆ City of Vallejo, CA
- ◆ Vancouver, WA
- ◆ City of Vista, CA
- ◆ City of Yuba City, CA

3.4.3 Consolidations and Contract-for-Service Analyses

- ◆ City of Ukiah and Ukiah Valley Fire District – Feasibility of Establishing a “District Overlay”
- ◆ Cities of Manhattan Beach and Hermosa Beach – Operational Assessment
- ◆ Cities of Hesperia, Adelanto, Victorville, Town of Apple Valley, CA – Public Safety JPA Feasibility Study
- ◆ San Diego County Office of Emergency Services (CA) – Countywide Deployment and Fiscal Study for Regional Fire, Rescue, and EMS Services (57 Total Fire Agencies)
- ◆ UC Davis, Cities of Davis, West Sacramento, and Woodland – Consolidation Feasibility Analysis
- ◆ UC Santa Cruz and City of Santa Cruz – Consolidation Feasibility Analysis
- ◆ City of Emeryville, CA – Assessment of Fire Service Provision Options
- ◆ City of Arcata, CA – Fire Services Feasibility Analysis
- ◆ City of Pinole, CA – Regional Fire Service Delivery Study
- ◆ City of Sausalito and Southern Marin FPD – Fire Consolidation Implementation Analysis
- ◆ Cities of Burlingame, Millbrae, San Bruno, and Town of Hillsborough – Fire Services Merger Technical Implementation
- ◆ Cities of Orange, Fullerton, and Anaheim – Consolidation Feasibility Analysis
- ◆ El Dorado LAFCO (CA) – Countywide Fire and Emergency Services Study
- ◆ City of Lodi, CA – Contract for Services Feasibility Analysis
- ◆ Presidio Trust and National Park Service – Fire Services Reorganization
- ◆ City of Eureka and Humboldt No. 1 Fire Protection District – Consolidation or Contract Fire Services Feasibility Analysis
- ◆ Seaside and Marina Fire Services, CA – Consolidation Implementation Assistance
- ◆ Cities of Pismo Beach, Arroyo Grande, Grover Beach, and Oceano CSD – High-Level Consolidation Feasibility Analysis
- ◆ Cities of Patterson, Newman and West Stanislaus County FPD, CA – Joint Fire Protection Study
- ◆ Cities of Monterey, Pacific Grove, and Carmel, CA – High-Level Consolidation Feasibility Analysis
- ◆ South Santa Clara County Area Fire Departments – Reorganization Feasibility Study
- ◆ City of South Lake Tahoe, CA – Fire Department Consolidation Feasibility Analysis
- ◆ City of Santa Rosa and Rincon FPD, CA – Fire Consolidation Analysis
- ◆ City of Sonoma and Valley of the Moon FPD – Fire Services Reorganization Study
- ◆ City of Covina, CA – Contract-for-Service Analysis
- ◆ Cities of Newark and Union City – Consolidation or ALCO Contract for Services Study
- ◆ Snohomish County Fire District 1, WA – Review of Regional Fire Authority Financial and Level-of-Service Plan
- ◆ Yuba County Valley Floor Agencies – Fire Services Merger Study

3.4.4 General Studies

- ◆ County of Alameda, CA – Incident Management Teams
- ◆ City of Albany, NY – Management Audit
- ◆ Alpine Springs, CA – Services Cost Sharing
- ◆ City of Atascadero, CA – Project Impact and Mitigation Assessment
- ◆ Bay Area UASI – Incident Management Training
- ◆ City of Brentwood, CA – Service Costs and Options
- ◆ Cities of Brea and Fullerton – Fire Resource and Ambulance Plan
- ◆ City of Calistoga, CA – Fire Safety Review
- ◆ City of Chula Vista, CA – Analysis of Overtime Use; Fiscal and Operational Policy Assistance for ALS Plan
- ◆ City of Cloverdale, CA – Impact Fees
- ◆ City of Copperopolis, CA – Prevention
- ◆ Contra Costa County, CA Financial Review
- ◆ City of Corona, CA – Fire Prevention
- ◆ City of Davis, CA – Operations / Management
- ◆ Donnelly Rural FPD, ID – Mitigation
- ◆ El Dorado Hills – Peer Review
- ◆ EMSA – Training Program Development
- ◆ City of Fairfield, CA – Review of the Fire Station Needs for the Fairfield Train Station Specific Plan
- ◆ City of Fremont, CA – Response Statistics; Comprehensive Multi-discipline Type 3 IMT Training Program
- ◆ City of Goodyear, AZ – Fire Department Management Audit
- ◆ Hamilton City FPD, CA – Preliminary Diagnostic Assessment
- ◆ City of Hemet, CA – Costing and Peer Review for Fire Service Alternatives
- ◆ City of North Lake Tahoe, CA – Management Team Workshop
- ◆ City of Patterson, CA – Advance Planning
- ◆ PG&E – Mitigation
- ◆ City of Piedmont, CA – EOC
- ◆ Placer County – Fire Services and Revenue Assessment
- ◆ Port of Long Beach, CA – Mitigation
- ◆ Port of Los Angeles, CA – Performance Audit
- ◆ Port of Oakland/City of Oakland – Domain Awareness Center Staffing Plan Development
- ◆ City of Portland, CA – Public Information Officer Training
- ◆ City of Poway, CA – Overtime Audit
- ◆ City of Roseville, CA – EMS Transport
- ◆ Rancho Cucamonga Fire District, CA – Fire Services Feasibility Review
- ◆ Rancho Santa Fe FPD, CA – EMS Operational and Fiscal Feasibility Review
- ◆ Sacramento Metropolitan Airport, CA – ARFF Study
- ◆ Sacramento Regional Fire/EMS Communications Center – EMS Data Assessment
- ◆ City of Sacramento, CA – Fire Prevention Best Practices
- ◆ Salton CSD, CA – Fire Services Impacts Review
- ◆ City and County of San Francisco – Incident Management Training
- ◆ County of San Mateo – Countywide Fire Service Deployment Measurement System
- ◆ City of Santa Barbara, CA (Airport) – ARFF Study

City of Glendale, AZ

Proposal to Perform a Comprehensive Public Safety Deployment and Performance Review

- ◆ City of Hesperia, CA – Cost Estimate for Hesperia Provided Fire Services
- ◆ Kelseyville FPD, CA – Executive Search
- ◆ Kitsap Public Health District – Emergency Response Plan Review Services
- ◆ City of Loma Linda, CA – Cost of Services
- ◆ City of Milpitas, CA – Fire Services Planning Assistance
- ◆ County of Monterey – EMS Agency Ambulance Systems Issues Review and Analysis
- ◆ County of Monterey – EMS Communications Plan
- ◆ City of Napa, CA – Mitigation
- ◆ Newark-Union City – Fire Services Alternatives
- ◆ Northstar – Fire Impacts and Growth Review
- ◆ Santa Clara County – Incident Management Training
- ◆ Santa Cruz County – Incident Management Training
- ◆ Town of Scotia Company, LLC – Board Training Workshop
- ◆ Sonoma LAFCO – Municipal Services Review
- ◆ South Monterey County Fire Protection District – Needs Assessment
- ◆ Squaw Valley – Assessment of Project Impacts
- ◆ Stanford University, CA – Fire Services System Review Consulting Services
- ◆ City of West Sacramento, CA – Impact Fees
- ◆ Wheatland Fire Authority, CA – Operational Feasibility Review
- ◆ City of Yorba Linda, CA – EOC
- ◆ Yolo LAFCO – Combined MSR/SOI Study

3.5 CLIENT REFERENCES

Below, Citygate provides a list of references for related engagements. We strongly encourage the City to contact these references to see why agencies continue to call on Citygate.

Stanford University, CA

Project: Fire Services System Review

Ms. Laura Wilson, Police Chief
(650) 723-9633

San Diego County, CA

Project: Regional Deployment Study for Fire, Rescue, and EMS Services

Mr. Walt Ekard, Former Chief
Administrative Officer
(619) 760-7444

City of Folsom, CA

Project: Police Department Service Delivery Plan

Mr. Evert Palmer, City Manager
(916) 355-7220

City of Goodyear, AZ

Project: Police Department Management Study

Mr. Mario Saldamando, Executive
Management Assistant to the City Manager
(623) 882-7066

City of San Diego, CA

Project: Standards of Response Coverage Study

Mr. Javier Mainar, Fire Chief
(619) 533-4300

El Dorado LAFCO, CA

Project: Countywide Fire and Emergency Services Study

Mr. Jose Henriquez, Executive Officer
(530) 295-2707

**Cosumnes Community Services District
Fire Department, CA**

Project: Standards of Cover Study and Strategic Plan

Ms. Tracey Hansen, Fire Chief
(916) 405-7100

Santa Barbara County, CA

Project: Fire Services Deployment and Departmental Performance Audit

Mr. Ray Navarro, Division Chief
(805) 681-5500

Santa Monica, CA

Project: Patrol Division Workload and Alternative Scheduling Plan Review

Ms. Jacqueline Seabrooks, Police Chief
(310) 458-8384

City of Maricopa, AZ

Project: Police Department Management and Organizational Review

Ms. Brenda Fischer, former City Manager
(623) 930-2870

Sacramento Metropolitan Fire District

Project: Standards of Response Coverage Study and a Services Reduction (Brownout) Study

Mr. Chris Holbrook, Deputy Chief, Operations
(916) 616-2402

City of Oakland, CA

Project: Comprehensive Multi-Hazard, All-Risk Fire Service Deployment Study

Ms. Teresa Deloach Reed, Fire Chief
(510) 238-4050

3.6 CITYGATE'S DEPTH IN FIRE SERVICES WORK

This section further describes the depth of Citygate Associates' experience in providing deployment, organizational, and management analysis consulting services.

Directly stated, the Citygate team led by Chief Gary is the **most experienced** with completing deployment studies, headquarters studies, and related public safety assessments in the United States. Why?

Stewart Gary, Citygate's Public Safety Principal and retired Fire Chief, has for over 14 years helped develop the Standards of Response Cover methodologies and teach these to fire service leaders across the U.S and Canada. Chief Gary partnered with the leading software firms to develop the tools necessary for advanced fire services deployment planning. To our knowledge, there is no other fire services deployment analyst with Chief Gary's depth and breadth of experience summarized here:

- ◆ In 1995 Chief Gary was asked to take the Commission on Fire Accreditation Standards of Response Cover (SOC) Manual edition #1 and develop the material into a 40-hour course for the California Fire Academy;
- ◆ In the years to follow, Chief Gary co-authored and edited SOC Manual versions #2 through #4;
- ◆ Chief Gary taught the highly successful SOC class at the California Fire Academy for years and delivered seminars nationally for the Commission on Accreditation to fire service groups including International Fire Chiefs Association Conventions, accreditation applicant agencies, Navy and Air Force Fire Chiefs;
- ◆ Chief Gary, as a consultant since 2001, has worked on over 250 fire service projects. Many of these involved complicated and politically sensitive situations. Most involved some form of partial or total deployment analysis skills;
- ◆ To our knowledge, no other single consultant with his key software partner has done SOC studies on so many large agencies *and been a practicing Fire Chief*.
- ◆ Where Chief Gary's SOC studies have been presented to elected officials in public agency hearings, they have always been universally well received, with the findings and recommendations never being contested or disagreed with by elected officials, fire managers, city managers or labor leaders. This record of positive consultancy results across diverse stakeholder groups is unparalleled. In fact, at the final presentation of our countywide deployment study (led by Chief Gary) for San Diego County to the elected officials, we received these comments:

- “Never before has a study been done that looks across the wide range of jurisdictional lines and at a level of analysis so deep.” – *Second District Supervisor, Dianne Jacob*
- “...I think this is an extraordinary report; ...it’s professionally done and this is probably one of the best presentations that I personally have ever sat through...” – *Supervisor Fourth District, Ron Roberts*

3.7 CITYGATE’S DISTINGUISHING CHARACTERISTICS IN THE MARKETPLACE

In one word – **trust** – founded on these core values:

Ethics: We will use rational information to help elected officials make informed policy choices. Our opinions are not for “sale” to those that might want to slant a recommendation because they are paying for the advice.

Quality: We deliver a complete work product that meets the client’s *local* needs. We do not use one-size-fits-all reports. Our reports clearly use facts to frame appropriate recommendations that the civilian reader can understand. We do not use industry jargon or jump to conclusions that only a fire service or law enforcement individual would understand.

Timeliness: We will offer our clients a realistic timeline and always complete our work within that timeline. Where we have not, it is due to the client needing more time to schedule events or to produce background information.

Sensitivity: We will understand at the project kick-off what the stakeholder issues are and what information will be needed to completely address them. We are careful to respect local issues. We do not take sides. We rationally analyze information and present policy choices. We are quiet, “backstage” experts who let the local officials set and explain public policy.

Independence: Citygate provides a dependable independent voice (perspective, viewpoint, evaluation, assessment). Citygate is not aligned with any special interest group or association.

SECTION 4—PRICING PROPOSAL

4.1 PROJECT COST/BILLING

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. There are efficiencies and savings achieved in performing both studies together, and if either study were to be conducted in isolation, the cost would increase due to increased administrative support, oversight, and travel costs.

We will undertake this study for the “not-to-exceed” total costs presented below. Please read Section 4.1.4 on the following page for our discussion of possible cost reductions.

4.1.1 Overall Project Cost

Hourly Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Citygate Project Amount
\$129,275	\$21,873	\$6,464	\$157,612

4.1.2 Project Hours Breakdown

Project	Field Consultants	GIS	Incident Statistics	Citygate Office Support and Document Production	Total
Fire	173	40	40	47	300
Police	221	50	50	47	368
Total	394	90	90	94	668

4.1.3 Project Options

Option	Cost
HERE Street Data ¹	\$3,900
Inclusion of Traffic Congestion in the Mapping Model ²	\$5,119
The Omega Group CrimeView Dashboard Implementation and Advanced Reporting	See Section 4.4

¹ If street data is not available that includes the attributes necessary for the geographic computer model to route response vehicles at appropriate speeds over the City’s road network, including one-way streets and freeway interchange directions, The Omega Group will purchase the required streets and speed data from HERE, a private GIS data vendor, at a cost of \$3,900.

² If the City desires that traffic data be incorporated into the mapping model, an additional cost of \$5,119 will be needed for The Omega Group to perform the necessary analysis.

4.1.4 Note on GIS, Incident Statistical Analysis, and Police Dispatch Costs

In the above pricing Citygate has assumed performing a fresh and independent analysis of the workload demands for both Departments using the best available tools. However, if the City believes that one or both Departments have *outstanding* workload and services geography coverage already done, then we can discuss a cost reduction in Citygate's technical services and have the Citygate team instead peer review the existing Departmental data. However, having not reviewed that data, if it exists to best practices standards, we wanted to present the City with the cost of a full, independent analysis.

If the City also does not feel an in-depth review of the Police dispatch center is needed, a further cost reduction can be taken.

4.2 CITYGATE COST AND BILLING TERMS

The price quoted above is effective for 30 days from the date of receipt for this proposal and includes one (1) draft cycle as described in Task 5 of our Work Plan to be completed by Citygate and the City within 10 working days. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide up to nine (9) bound color copies of the Final Reports and one (1) reproducible master copy on CD-ROM. The Draft Reports will be considered to be Final if there are no suggested changes within thirty (30) days of the delivery of the Draft Reports.

If the City decides to delay our final presentation in Task 6 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

Our policy is to bill monthly for professional fees. Our charges are based on actual time spent by our consultants at their established billing rates, plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. We also bill for travel expenses (at cost) incurred in the prior month's work. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

4.3 STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$ 225 per hour	David DeRoos
Public Safety Principal	\$ 250 per hour	Stewart Gary
Law Enforcement Senior Associate	\$ 195 per hour	Sam Spiegel
Fire Services Specialist	\$ 195 per hour	Robert Meyer
Human Resources Specialist	\$ 210 per hour	Steven Harman
Fiscal Specialist	\$ 210 per hour	Stanley Feathers
Communications Dispatch Specialist	\$ 195 per hour	Comm Center Solutions
Geo-Mapping Specialist	\$ 195 per hour	The Omega Group
Fire Statistical Specialist	\$ 160/per hour	Michael Fay
Report Project Administrator	\$ 125/per hour	Chad Jackson
Administrative	\$ 95/per hour	Various

4.4 OPTIONAL CRIMEVIEW DASHBOARD INSTALLATION

4.4.1 CrimeView Dashboard

CrimeView Dashboard provides a set of analytical and mapping tools for command staff and patrol officers to collaborate with analysts to create content reflecting crime priorities and decisions of focus.

Presented below is the cost for the enhanced data analytics package, leveraging the investment in CAD Call for Service data modeling in Citygate’s review. The following additional services will provide Glendale with the CrimeView Dashboard package with CAD data:

Component	Rate
CrimeView Dashboard End-User and Designer Training (One-time Fee)	\$3,300
CrimeView Dashboard Subscription Services (Annual Fee)	\$8,775
Application Configuration (One-time Fee) <i>CrimeView Dashboard is a site license with named user logins</i>	\$18,025
Total First Year Investment	\$30,100

4.4.2 Advanced Reporting Module (CrimeView Dashboard Required)

Advanced Reporting provides a robust business intelligence and reporting framework for the delivery of calls for service analytical results in addition to a broad mix of additional agency performance metrics, benchmarking templates and reporting.

Presented below is the cost for the enhanced data reporting package, leveraging the investment in CAD Call for Service data modeling and Omega report development in Citygate’s review. The following additional services will provide Glendale with the Advanced Reporting Module:

Component	Rate
Advanced Reporting End-User Training (One-time Fee)	\$700
Advanced Reporting Subscription Services (Annual Fee) <i>Advanced Reporting includes twenty-five (25) logins</i>	\$5,000
Application Configuration (One-time Fee)	\$14,525
Total First Year Investment	\$20,225
Combined CrimeView Dashboard and Advanced Reporting Initial Investment	\$50,325

APPENDIX A

CODE OF ETHICS

CODE OF ETHICS

CLIENTS

1. We will serve our clients with integrity, competence, and objectivity.
2. We will keep client information and records of client engagements confidential and will use proprietary client information only with the client's permission.
3. We will not take advantage of confidential client information for ourselves or our firms.
4. We will not allow conflicts of interest which provide a competitive advantage to one client through our use of confidential information from another client who is a direct competitor without that competitor's permission.

ENGAGEMENTS

5. We will accept only engagements for which we are qualified by our experience and competence.
6. We will assign staff to client engagements in accord with their experience, knowledge, and expertise.
7. We will immediately acknowledge any influences on our objectivity to our clients and will offer to withdraw from a consulting engagement when our objectivity or integrity may be impaired.

FEES

8. We will agree independently and in advance on the basis for our fees and expenses and will charge fees and expenses that are reasonable, legitimate, and commensurate with the services we deliver and the responsibility we accept.
9. We will disclose to our clients in advance any fees or commissions that we will receive for equipment, supplies or services we recommend to our clients.

PROFESSION

10. We will respect the intellectual property rights of our clients, other consulting firms, and sole practitioners and will not use proprietary information or methodologies without permission.
11. We will not advertise our services in a deceptive manner and will not misrepresent the consulting profession, consulting firms, or sole practitioners.
12. We will report violations of this Code of Ethics.

The Council of Consulting Organizations, Inc. Board of Directors approved this Code of Ethics on January 8, 1991. The Institute of Management Consultants (IMC) is a division of the Council of Consulting Organizations, Inc.

APPENDIX B

PROJECT TEAM RESUMES

Chief Gary is the Public Safety Principal for Citygate Associates. He is currently directing the Rancho Cucamonga police services analysis, recently directed the Hesperia partners JPA feasibility study, and has been working on public safety studies of all types for over a decade. Chief Gary is the retired Fire Chief of the Livermore-Pleasanton Fire Department in Alameda County, California. Over the last fourteen years, he has performed over 250 organizational, staffing, and deployment studies. He has worked with The Omega Group for over a decade and understands how to draw staffing and deployment conclusions from data.

Mr. Gary has both a Bachelor's and Master's degree in Public Administration from San Diego State University. He holds an Associate in Fire Science Degree from Miramar Community College in San Diego, a Certificate in Fire Protection Administration from San Diego State, and he has attended hundreds of hours of seminar course work in fire protection.

Mr. Gary has served in elected professional positions, including: President, California League of Cities, Fire Chiefs Department and Chairperson, San Diego County Paramedic Agencies. He has been involved in progressive responsibility for creating or implementing public safety policy on the local, state and national levels. He has served as a Board Member representing cities on the California Office of Emergency Services-Firescope Board, and served two terms as the Fire Chief representative on the California League of Cities Board of Directors. Mr. Gary served on the Livermore School District Board, and presently serves as an elected official on the City of Livermore City Council.

Consulting Experience Includes:

Since starting his consulting career with Citygate Associates in 2001, Chief Gary has successfully worked on, managed or directed over 250 consulting projects. Some of the highlights and recent projects are:

- ◆ For all Citygate Public Safety projects, Mr. Gary has served as our Public Safety Practice Principal.
- ◆ Served in an oversight capacity for a Master Plan and Standards of Response Cover Deployment study for the City of Surprise, AZ. This project included developing macro cost impacts and a growth strategy for the city.
- ◆ Served Project Director and Fire Services Principal for the City of Goodyear, AZ Comprehensive Management Audit of the Fire Department.
- ◆ Currently serving as Fire Practice Principal and Project Director for a Standards of Cover Study, Management/Administrative Assessment, and Strategic Plan for the Cosumnes Fire Department.
- ◆ Serving as Fire Services Principal and Project Director to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Practice Principal and Project Director for a police services consolidation or contract for shared services analysis for the Cities of Brea, Buena Park, Fullerton, La Habra and Yorba Linda.
- ◆ Served as Project Manager, Fire Practice Principal, and Merger Specialist for the City of Rancho Cucamonga Police Services Analysis.

-
- ◆ Served as Project Director for a project to provide a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
 - ◆ Served as Public Safety Practice Principal for Citygate's police department consolidation feasibility assessment for the Cities of Burlingame and San Mateo, CA.
 - ◆ Served as Project Manager and SOC Specialist for a strategic plan and Standards of Response Coverage study for the City of Beverly Hills Fire Department.
 - ◆ Served as the Technical Director on a fire services master strategic plan project for the City of Peoria, AZ.
 - ◆ Served as Project Director to conduct a strategic planning process for the Los Angeles County Fire Chiefs Association to provide a framework for regionalizing training across all 31 fire departments in the area.
 - ◆ Served as Project Director and SOC Specialist for a fire and emergency services study for the El Dorado Local Agency Formation Commission to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate, and cost effective coverage.
 - ◆ Served as Project Director and SOC Specialist for Citygate's Regional Fire Services Deployment Study for San Diego County, including 57 fire agencies in the County region. Citygate outlined a process designed to establish a blueprint for improving San Diego County's regional fire protection and emergency medical system.
 - ◆ Served as Project Director for Citygate's Standards of Response Coverage study for the City of San Diego, CA.
 - ◆ Served as Project Director for an extensive Emergency Medical Services Organizational and Operational Review of the Los Angeles County Fire Department.
 - ◆ Served as Project Director and SOC Specialist for a Standards of Response Cover deployment analysis and geo-mapping software implementation for the Sacramento Metropolitan Fire District.
 - ◆ Served as Project Director and SOC Specialist for a Fire Department Strategic Plan and Standards of Cover for the City of Corona, to include all facets of fire and non-fire operations.

Other non-Citygate Relevant Experience Includes:

- ◆ In 2002, Mr. Gary led a seminar that taught the Standards of Response Cover (SOC) methodology to members of the Clark County Fire Department.
- ◆ In 2000, Mr. Gary was the lead deployment consultant on a team that developed a new strategic plan for the San Jose Fire Department. The final plan, which used the accreditation system methods and Standards of Response Coverage tools, was

well received by the Department and City Council, which accepted the new strategic plan on a 9-0 vote.

- ◆ In 1996, Mr. Gary successfully studied and then facilitated the peer-to-peer merger of the Livermore and Pleasanton Fire Departments into one seamless ten-company department for which he served as Chief. The LPFD represents one of the few successful city-to-city fire mergers in California. The LPFD consisted of 128 total personnel with an operating budget for FY 00/01 of \$18M. Service was provided from eight stations and a training facility, and two additional stations were under construction.
- ◆ In 1995, Mr. Gary began working with the International Association of Fire Chiefs and International City Management Association Accreditation project on the *Standards of Cover* system for fire service deployment. He re-worked the material into a California manual and annually taught a 40-hour course for the California Fire Academy for many years. He conducts seminars on this deployment methodology for the International Fire Chiefs across the United States and Canada.
- ◆ Mr. Gary has been a speaker on the proper design of information systems at several seminars for the California League of Cities and the Fortune 100. He has authored articles on technology and deployment for national service publications.

Instructor and Lecturer:

- ◆ Instructor and lecturer on Fire Service Deployment for the Commission on Fire Accreditation (now the Center for Public Safety Excellence) Standards of Cover Methodology. Over the last five years, Mr. Gary has presented one-day workshops across the U.S. and Canada to fire chiefs. Presentations have included:
 - The International Association of Fire Chiefs Convention;
 - U.S. Navy Fire Chiefs in Norfolk, Virginia;
 - U.S. Air Force Fire Chiefs at the USAF Academy, Colorado Springs, Colorado;
 - Seattle area Fire Chiefs;
 - Vancouver British Columbia Fire Chiefs Association;
 - The Michigan/Indiana Fire Chiefs Association School at Notre Dame University;
 - The California Fire training Officers annual workshop.
- ◆ Developed and taught for seven years, the 40-hour course in fire deployment methods for the California Fire Academy. Over 250 fire officers have been trained in this course.

Sam Spiegel retired as Chief of Police and Director of Emergency Services for the City of Folsom, California in November of 2010. He served in that capacity for over nine and a half years. During his tenure as Chief, he also served as the interim City Manager / Assistant City Manager. A 39-year veteran in law enforcement, he is recognized as a successful leader and problem solver with strong organizational and leadership development skills. He has proven experience working with community groups, labor unions, city departments, developers, City Councils, and both state and federal legislators.

Throughout his tenure in law enforcement, he performed a myriad of assignments, and is a recognized subject matter expert on Pursuit Policy and Emergency / Critical Incident Management. He has instructed and assisted in the development of many training programs that included Employee and Leadership Development, Continuous Improvement Teams, Interest Based Negotiating, Pursuit Policy Guidelines, Internal Affairs Investigations, High Risk Stops, Role of the Executive Assistant to the Chief, and Crime Prevention Through Environmental Design. He has worked extensively on Economic Development, Business Retention, and Planning issues in fast-paced developing communities.

He holds a Master's Degree in Management, a Bachelor's Degree in Criminal Justice, his State teaching credential, and is a graduate of the P.O.S.T. Command College and the FBI National Academy.

Until his retirement, Chief Spiegel was the Chairman of the Law and Legislative Committee for the California Police Chiefs Association, Past-President of the California Peace Officers Association, and former member of the California Homeland Security Public Safety Advisory Council. He has ten years service to the Governor's Office of Emergency Services, 9-1-1 Advisory Committee, a gubernatorial appointment. He previously served six years as a member of the Commission on Peace Officer Standards and Training Advisory Committee.

Locally, he was the Chairman of the Sacramento Operational Area for emergency preparedness and response, and a member of the Administrative Authority that reviews and awards grant funding for the region.

Appointed in April of 2001, Chief Spiegel guided the growth and development of the Folsom Police Department (FPD) from a small agency of forty-seven sworn officers to a mid-size organization with a staff of ninety sworn personnel. During his tenure, the reputation of the Department expanded as the leadership developed and professionalism grew. The Department is highly regarded statewide for its innovation and expansive programs, both in the community and public safety profession. With members of the Department now serving on State Training committees and as faculty members for instructional institutions, FPD serves as a training component in the innovative Patrol Training Officer Program, regarded as the premiere training model for police officers.

Under Chief Spiegel's leadership, the Law Enforcement Service Delivery Plan model was created. It is still used today to guide the growth of Folsom Police Department. Other innovative programs included the Continuous Improvement Team, Folsom Mounted Unit, Honor Guard, Commercial Enforcement Program, Community Clergy Group, Advisory Committee on Homeless in Folsom and many others. The City of Folsom has been the safest community in Sacramento County for several recent years. Chief Spiegel credits that to the dedication of the

men and woman of the Police Department and the tremendous support and collaboration of the community.

Professional Experience Includes:

- ◆ 2001 – 2010, Chief of Police, City of Folsom, California
 - Jan 1 – Oct 15, 2006, Assistant City Manager, City Manager, Chief of Police, City of Folsom – During this period of time, in addition to Chief of Police, was responsible for overall operations and oversight of all departments in the City as City Manager. FY budget was \$193.3 million; \$58.7 million for the General Fund, \$41.3 million for Enterprise Fund operations, \$28 million for Special Revenue Funds, \$12.4 million for Debt Service Funds, and \$37.9 million for Capital Improvement Program (CIP) projects.
 - Chief of Police – Responsible for the planning, direction and review of all facets of the Police Department and City policing programs. Provided leadership and administrative direction in accordance with Federal, State and local laws; implemented leadership program for professional development and succession planning. Oversight of activities and operation of the Police Department law enforcement investigations, community policing, protection of life and property, crime prevention, administrative support services, community outreach and public relations.
 - Coordinated assigned activities with other City departments and outside agencies; updated the City-wide Emergency Operations Plan; assuming the responsibilities as the Emergency Services Director. Provided highly responsible and complex administrative support to the City Manager; exercised direct technical and functional supervisor over sworn, technical, and clerical staff.
 - Supervised and participated in the development and administration of the Police Department budget; selected, trained, motivated, and evaluated personnel; created the Continuous Improvement Team – a cross-section representation of all levels in the Department empowered to address, solve and implement changes for the overall improvement of the Department and its service to the community. Maintained and fostered positive community relations; cooperated with local and regional law enforcement. Was actively involved in regional law enforcement issues, training, and collaborations. Championed diversity in the community and work place, maintaining open, accessible and sincere communications with employees, labor unions, department heads, community groups, and City Council. Maintained strong presence in the community working collaboratively to enhance the quality of life in Folsom. Annual budget: \$20,000,000.
- ◆ 1996 – 2001, Captain, City of Corona, California
 - Division Commander, Administrative Services Division – which includes Communications, Records, Administration, Community Relations - Crime Prevention, Volunteer Services, Personnel and Training, Computer

Services, Development Plan Review, Grant Administration, Budget Development and Fiscal Management of annual budget. Field Services Division – (106 total personnel) which has included Community Policing Patrol, Canine Teams, Special Response Team (SWAT), FLEX Team (formerly Street Problem Solving & Gang Detail), Problem Oriented Policing Team, Traffic, Reserves, Field Training Officer Program and Mounted Unit.

- ◆ 1985 – 1996, Police Lieutenant, City of Corona, California - Bureau Commander
 - Responsible for one of six major bureaus of a department of 200 full-time employees; performed duties of acting captain. Responsibilities included: presentations before City committees and civic groups; department budget development and management; administrative review and discipline; legal liaison with city attorney; conducted sensitive internal investigations related to city liability; field operations (patrol, traffic, special events, canines) and criminal investigations; crime prevention; personnel hiring and training, records and communications, professional standards and planning. Significant achievements included: design and implementation of Community Policing community office; assisted in design and implementation of Department's strategic plan; writing of federal and state grants; initiated, developed, and delivered community policing-problem solving training department-wide; design of department rules, regulations and policies; enhancement of department radio/communications system; developed, designed, and implemented critical incident/disaster plan, protocol and training.
- ◆ 1982 – 1985, Police Sergeant, City of Corona, California
 - Patrol & Traffic Sergeant, acting lieutenant and watch commander; supervised traffic officers and related investigations; developed and managed traffic citation/records system; served as liaison with city traffic engineer on circulation planning; coordinated Department's responses to developmental plan reviews with City planning; coordinated training of personnel; developed training programs; conducted personnel investigations; conducted disaster preparedness; coordinated hazardous materials response; prepared budgets.
- ◆ 1974 – 1982, Police Cadet / Officer / Deputy Sheriff / Detective, City of Corona/County of Riverside, California
 - Assigned to a variety of positions including Schools, Dispatch, Patrol, Traffic and Commercial Enforcement, Traffic Accident Investigation and Criminal Investigation.
 - Administrative assignments included developing municipal code ordinances relating to traffic.
 - Crimes Persons and Property Detective, responsible for investigation of major crimes including narcotics investigation; development of special funding plans for equipment acquisition; initiated, developed and

implemented criminal intelligence program; trained new detectives; and developed expertise as an expert witness in court.

Specific Achievements and/or Experience:

- ◆ Emergency Operations Plan
- ◆ Mobile Command & Communications Unit
- ◆ Updating to equipment and technologies / Standardization of firearms
- ◆ Dispatch upgrade
- ◆ Expanding the Volunteer Program to encompass the Fire Service and CERT
- ◆ Public Safety Awards and Community Recognition events

Special Activities and Awards:

- ◆ Appointed by Governor Schwarzenegger to State 9-1-1 Advisory Committee
- ◆ Chair, Sacramento Operational Area Council
- ◆ Member six years, Commission on Peace Officer Standards and Training, Advisory Committee
- ◆ Member, Governor's Office of Homeland Security Advisory Council
- ◆ Police Chief of the Year 2003 Presented by WE-TIP National
- ◆ Member, C.L.E.T.S. Advisory Board – California Law Enforcement Telecommunications System
- ◆ Presenter, League of California Cities – “*Collaborative Efforts of Public Safety and Public Works Departments*”
- ◆ Presenter, League of California Cities – “*Collaborative Efforts of Public Safety in the face of Terrorism*”
- ◆ Presenter, Views from the FBI, L.E.T.N., Standardized Emergency Management Systems
- ◆ Subject Matter Expert; Pursuit Driving Guidelines, California Commission on P.O.S.T.
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Course, *Standardized Emergency Management System*, Palm Springs, CA
- ◆ Member, Riverside County Multi-Casualty Incident Planning Task Force
- ◆ Presenter, California Commission on P.O.S.T. Chiefs, Sheriffs and Command Officers Courses, *New Technologies Facing Law Enforcement, Incident Command System for Executive Staff*
- ◆ California Legislature; *Certificates of Appreciation*
- ◆ American Legion, *Citation for Aircraft Crash Rescue*

Professional Affiliations:

- ◆ American Leadership Forum
- ◆ Former Law & Legislative Chairman - California Police Chiefs Association
- ◆ Past President, Executive Board Member, California Peace Officers' Association
- ◆ Command College Alumni Association
- ◆ FBI National Academy Associates
- ◆ California Public Radio Association
- ◆ California Law Enforcement Association of Records Supervisors
- ◆ American Radio Relay League
- ◆ Police Legal Advisors, California Peace Officers Association
- ◆ Corona Police Officers' Association, Former Vice-President
- ◆ National Airborne Law Enforcement Association
- ◆ International Association of Chiefs of Police

Chief Meyer has over twenty years of public fire protection experience. He recently retired as Fire Chief for the City of SeaTac, Washington, where he was responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire, EMS, and technical rescue services. Prior to joining the SeaTac Fire Department in 2000, he served as the Division Chief for the Santa Maria Fire Department; Senior Code Enforcement Officer for the City of West Hollywood; and Battalion Chief for the San Clemente Fire Department. Chief Meyer is a Certified Emergency Manager, Certified Chief Fire Officer, and Peer Assessor/Team Leader for the Commission on Fire Accreditation International.

Current Consulting Experience Includes:

Since joining Citygate, some of Mr. Meyer's projects include:

- ◆ Currently serving as Standards of Coverage Specialist to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Fire Services Specialist for an update of the City of Pasadena's Standards of Response Coverage plan.
- ◆ Served as Fire Services Specialist for a Comprehensive Management Audit of the Goodyear, AZ Fire Department to evaluate: (1) effectiveness and management processes of the leadership team; (2) design and direction of the organization; and (3) organizational climate.
- ◆ Served as Fire Services Specialist to Provide an Emergency Medical Services Review for the County of Los Angeles Fire Department.
- ◆ Served as Fire Services Specialist for a Fire Services Deployment and Departmental Performance Audit for the Santa Barbara County Fire Department.
- ◆ Served as Senior Fire Services Specialist to Provide an Operational Assessment of the Cooperative Fire Department Response Plan between the Cities of Manhattan Beach and Hermosa Beach.
- ◆ Served as Fire Services Specialist for a Comprehensive Fire Department Evaluation and Analysis for the City of Mukilteo, WA.
- ◆ Served as Fire Services Specialist for a Fire Protection and EMS Master Plan for the City of Anacortes, WA Fire Department.
- ◆ Served as Fire Services Specialist to provide a comprehensive master plan for fire prevention services for the City of Corona Fire Department.
- ◆ Served as Accreditation Specialist to develop a fire services strategic plan and pre-accreditation review for University of California, Davis, and City of Davis Fire Departments.

Professional Experience:

January 2010 – Present

Northern Arizona University, Mesa, AZ

Adjunct Professor

- ◆ Responsible for syllabi development, student evaluations, in-class and on-line instruction, mentoring of students. Currently teaching in Public Agency Management Program, Emergency Services Administration curriculum.

January 2003 – January 2010

SeaTac Fire Department, SeaTac, WA

Fire Chief/Emergency Management Director

- ◆ Responsible for leading a Fire Department of 53 employees serving a diverse community with a daily population of 96,000 out of three fully staffed fire stations providing fire, EMS, and technical rescue services. He was the City's Emergency Management Program Director responsible for all planning, training of staff in Emergency operations/preparedness and as the ECC Director during an emergency. Conducted Standards of Cover analysis, risk assessment, deployment modeling, and strategic planning for emergency response. Developed Annual Reports.

November 2000 – January 2003

SeaTac Fire Department, SeaTac, WA

Assistant Fire Chief

- ◆ Responsible for assisting the Fire Chief in leading and managing of the 39 sworn members and 7 civilian members, three fire stations with a 4.7 million dollar budget. Acted as Fire Marshal and community liaison for fire prevention issues. Served as EOC Manager and representative to King County Emergency Management. Served as department's liaison between State Labor and Industries Department. Served as Acting Fire Chief. Developed Standards of Coverage model.

May 1996 - Nov. 2000

Santa Maria Fire Department, Santa Maria, CA

Division Chief - Fire Marshal/Emergency Services Coordinator

- ◆ Responsible for all Fire Prevention activities for a diverse community of 80,000 constituents. Directly supervised 5 employees. He conducted training for all members of the Department and City staff in emergency preparedness. Also served as Emergency Services Coordinator and Disaster Preparedness Officer for the City. Prepared the Emergency Plan and supporting documents. Acted as Duty Chief on a rotating basis responsible for all emergency responses, training and safety.

January 1993 – May 1996

City of West Hollywood, West Hollywood, CA

Senior Code Enforcement Officer

- ◆ Managed Code Enforcement Section of 4 personnel that enforced fire, building, and municipal codes for a diverse community of 40,000. Responded and

answered citizen complaints, prepared code revisions and amendments, made presentations to the Community, Commissions and City Council.

December 1989 – Oct. 1992

San Clemente Fire Dept., San Clemente, CA

Battalion Chief/Fire Marshal Emergency Services Coordinator

- ◆ Managed the Fire Prevention section of 5 staff and a budget of \$500,000 for a community of 40,000. Managed the Hazardous Materials Disclosure Program. Managed the Emergency Preparedness Section for the City. Developed the Emergency Plan for the Community. Rotated as “duty officer” for emergency response and managed 30 on-shift personnel. Laid-off due to budget reductions.

Community Service:

- ◆ City of SeaTac Chamber of Commerce
- ◆ YMCA Board of Directors
- ◆ Des Moines Rotary Club

Certifications:

- ◆ Certified Emergency Manager®
- ◆ Certified Chief Fire Officer; Center For Public Safety Excellence
- ◆ Executive Fire Officer, National Fire Academy
- ◆ Peer Assessor/Team Leader for Commission on Fire Accreditation International

Education:

- ◆ Associates Degree
 - Saddleback Community College
- ◆ Bachelor of Science Degree
 - California State University Long Beach
- ◆ Master of Science Degree Candidate
 - All courses completed towards MS in Emergency Services Administration.

Memberships:

- ◆ IAFC Technology Council
- ◆ IAFC Near Miss Program Contractor
- ◆ IAFC Western Division

Mr. Steven Harman retired after a 32-year career in human resource management and joined Citygate Associates. He served as the Director of Human Resources for the City of Livermore, CA for six years where he provided human resource management leadership and technical expertise in all functional areas including executive search, classification and compensation, labor relations, training and development, policy development and implementation along with other responsibilities. Mr. Harman is a skilled, experienced and acknowledged leader in the public sector human resource management community. Mr. Harman has extensive experience in providing human resource management services for public safety functions.

Mr. Harman is active in the profession; he was on the Board of Directors of the International Public Management Association for Human Resources (IPMA-HR) and is currently on the Board of Directors of the IPMA-HR Certification Council. He holds an IPMA-CP, which is the highest level of professional certification offered to public sector human resource professionals.

Related Experience:

- ◆ Served as Project Manager for a Management Review of the Police Department for the City of Maricopa, AZ.
- ◆ Served as Human Resources Consultant for a Patrol Division workload and Served as Project Manager for Citygate's review of the Goodyear, AZ Police Department.
- ◆ Served as Project Manager for a review of the Provo City, UT Police Department's leadership and management approach to implementing its policies regarding the standards of conduct and ethics.
- ◆ Served as senior consultant and project manager for an executive search for the position of Police Chief for the City of Provo, UT.
- ◆ Conducted a successful executive search for a Police Chief for the City of Provo, UT.
- ◆ Served as Senior Human Resource Consultant to provide an Emergency Medical Services Review for the County of Los Angeles Fire Department.
- ◆ Served as Human Resources Consultant for a project to provide a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- ◆ Served as Human Resources Specialist for the City of Rancho Cucamonga Police Services Analysis.
- ◆ Currently serving as Senior Human Resources Specialist to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Human Resources Specialist for domain awareness center staffing plan development for the Port of Oakland and City of Oakland.
- ◆ Served as Project Consultant for a review and assessment of organizational structure, operational functions and levels of staffing for each District department

to enhance organizational and operational current and future needs for the Monterey Peninsula Airport District.

- ◆ Served as Project Manager for Citygate’s analysis of the Human Resources Division for the City of Vista, CA.
- ◆ As Director of Human Resources for the City of Vallejo, Mr. Harman was responsible for coordinating and assisting with the administration of discipline for the Vallejo, CA Police Department. As Secretary to the Civil Service Commission, Mr. Harman assisted in defending management’s disciplinary action before the Civil Service Commission.
- ◆ Conducted hundreds of successful searches including fire chiefs, police chiefs, city attorneys, department heads, division managers and other key governmental positions.
- ◆ Conducted a search for the City of Los Angeles’ Information Technology Agency for the positions of General Manager and Assistant General Manager.
- ◆ Conducted an executive search for the position of Deputy Planning Director for the City of Los Angeles. Mr. Harman performed all aspects of the search including review of applications, conducting interviews, work product preparation and key interfacing with the client.
- ◆ Conducted an executive search for the Los Angeles Animal Services General Manager.
- ◆ Developed and implemented human resources strategic plans so that the goals of the human resource program were aligned with the organizational goals and objectives.
- ◆ Developed and implemented comprehensive employee compensation policies and procedures.
- ◆ Directed organization-wide classification and compensation studies for two public agencies – Butte County, CA and the City of San Leandro, CA.
- ◆ Developed for City Council approval a comprehensive employee compensation policy which required an annual “total compensation” salary and benefit study and report for benchmark job classes.
- ◆ Conducted numerous compensation studies for executive level positions including City Manager, City Attorney, Finance Director, Director of Library Services, Police and Fire Chief, Director of Economic Development, and Community Development Director among others.
- ◆ Developed and implemented strategies for compliance with Accounting Standard #45 and reducing long-term liabilities for retirement health insurance.
- ◆ Successfully negotiated more than 50 labor agreements all within bargaining parameters; concurrently developing a high level of trust with representatives of organized labor.
- ◆ Successfully negotiated the consolidation of two municipal fire departments.

- ◆ Served as Program Chair for the 2006 IPMA-HR International Training Conference, Solving the Generational Collide, Las Vegas, Nevada, October 2006.
- ◆ Presented at numerous human resource management conferences.
- ◆ Served as a certified expert witness in state and federal court in matters pertaining to recruitment and selection, assessment and employment discrimination.
- ◆ Received the 2005 NCCIPMA-HR Agency Award of Excellence.

Detailed Work Experience:

- ◆ Director of Human Resources, City of Livermore, CA (9/2002-9/2008)
 - As a member of the City's leadership team, responsible for formulating and implementing human resource policies, practices and procedures for an organization with more than five hundred employees. Facilitated annual leadership team retreats and other organization-wide planning activities. Supervised a staff of eight engaged in recruitment, classification, training and development, employee benefits management, labor relations and related functions. Managed a departmental budget of \$1.2 million and an employee benefits budget of more than \$5 million. Designated as the chief spokesperson for the labor relations program.
- ◆ Director of Human Resources, Labor Relations and Risk Management, City of Vallejo, CA (3/2000-9/2002)
 - As a member of the City's executive management teams, was responsible for the full range of human resource and risk management activities for this city of 120,000 population. Supervised a staff of sixteen engaged in recruitment, classification, training, benefits, risk management and labor relations functions. Served as Executive Secretary to the Civil Service Commission. Managed a departmental budget of \$1.2 million and a risk management budget of more than \$6 million. Personally responsible for directing an effective, proactive labor relations program.
- ◆ Human Resources Director, City of San Leandro, CA (1994-3/2000)
 - Reporting to the City Manager, responsible for managing and directing the human resource program for this city of 75,000 population. Managed and directed a six person staff performing the traditional personnel management functions including recruitment, classification and compensation, employee benefits management, training and development along with related administrative and managerial responsibilities.
- ◆ Human Resources Director, Butte County, CA (1992-1994)
 - Reporting to the County Administrator, was responsible for managing and directing the human resources program for an organization with 1,700 employees. Supervised a staff of eight.

Mr. Stanley E. Feathers has served as City Manager, Assistant City Manager, Finance Director, Budget Manager and has served extended duty as interim Community Development Director. He has over 25 years of management experience in both county and city government. His executive experience includes virtually all aspects of local government with much of it focused on “hands-on” analysis, policy development and implementation of initiatives. He has experience in a diverse array of public policy areas and issues. Through his wide ranging experience he has developed approaches to resolving complex problems by emphasizing simple but elegant solutions. This is critical to long-term success in an increasing complex governmental environment limited by the availability of resources. This approach focuses on sound empirical analysis, collaboration, and teamwork. His experience includes governmental finance, budget, business systems, human resources, labor relations, contract management, planning and community development, public safety, information and business technology, risk management, legislative advocacy, public works, major capital projects, and a wide variety of other areas.

Mr. Feathers recently retired and has since assisted Central Valley Cities in dealing with financial, budget and organizational issues related to the impact of the housing and economic meltdown. He just completed serving as interim City Manager for the City of Oakdale, a full-service city in the central valley. Mr. Feathers holds an undergraduate degree in the social sciences with concentrations in economics, political science, and social psychology and a master’s degree in public administration from California State University Stanislaus.

Related Experience:

Since joining Citygate, Mr. Feather’s consulting experience includes:

- ◆ Served as Project Manager and Lead Fiscal Specialist for the Town of Gilbert, AZ staff modeling over a 20-year time horizon.
- ◆ Currently serving as Senior Associate and Fiscal Specialist to conduct a Fire Department Organizational Review for the City of San Jose Fire Department.
- ◆ Served as Fiscal Specialist for the City of Rancho Cucamonga Police Services Analysis.
- ◆ Currently serving as Senior Associate and Fiscal/Business Process Specialist for an independent financial review of elements related to the County’s Ambulance RFP for the County of Contra Costa.
- ◆ Served as Senior Associate and Fiscal Specialist for a project to provide a feasibility study for a public safety Joint Powers Authority for the Cities of Adelanto, Hesperia, Victorville and Town of Apple Valley.
- ◆ Served as Senior Associate and Fiscal Specialist for an extensive Emergency Medical Services Organizational and Operational Review and Strategic Plan for the Los Angeles County Fire Department.
- ◆ Served as Senior Associate and Fiscal Specialist for a project to analyze the Sacramento Metropolitan Fire District’s revenue-to-expense plans to determine if

the planning to date meets both fire service and local government fiscal best practices.

- ◆ Served as Senior Associate and Fiscal Specialist for Fire Services Deployment Study for the City of San Bernardino.
- ◆ Served as Senior Associate and Fiscal Specialist for the Relocation Study of Fire Station #4 to Serve the Napa Pipe Project for the City of Napa.
- ◆ Served as Senior Associate and Fiscal Specialist for the Lakeside Fire Protection District Standards of Cover Assessment and Strategic Fiscal Review.
- ◆ Served as Senior Associate and Fiscal Specialist to conduct a shared fire services analysis for the Fire Agencies on the Valley Floor of Yuba County.
- ◆ Served as Senior Associate and Fiscal Specialist for the provision of consulting services regarding fire prevention's best practices for the City of Sacramento, CA.

Other Related Experience:

The following is a detailed listing of Mr. Feathers' experience in local government over the past 25 years. The range and scope of this experience has included virtually every functional area in which cities are involved:

- ◆ **City Management** – Provided executive oversight of all city services and responsibilities. Served as both City Manager and Assistant City Manager. This includes all aspects of city management, operations, department head supervision, city council relations, agenda process, media relation, intergovernmental relations, legislative analysis, and strategic planning.
- ◆ **Information Technology** – Significant involvement with city-wide information technology from management system conversion, development of information technology practices and policies, investigations related to fraud against governmental agencies, and outsourcing of information technology functions.
- ◆ **Budget** – Has been involved in the management, analysis, development, and monitoring of governmental budgets throughout his career. His expertise extends to every aspect from strategic long-range planning to day-to-day operations and performance management. His experience includes police, fire, public works, community development, parks and recreation, engineering, enterprise operations such as wastewater, water, airport, golf courses, community center, and major capital projects in all areas of city infrastructure. His experience includes preparation of feasibility studies, indirect and direct cost allocation studies, long-range financial projections and modeling, enterprise and governmental operations cash flow projections, utility rate analysis and projections and a host of varying analytical studies.

- ◆ **Finance** – Has extensive experience including all aspects of governmental finance including preparation of annual financial statements, the annual financial audit, required financial reporting and disclosure, bond issuance and debt issues including analysis of ongoing bond requirements and continuing disclosure necessary to comply with relevant bondholder agreements and covenants. His debt and financing issues experience has mainly centered on capital improvement projects for City infrastructure including public safety facilities, redevelopment projects, wastewater and water enterprise facilities and other governmental facilities. His background includes experience in investment, business process improvement, cash management, banking, investments, financial systems design, upgrade and conversion.
- ◆ **Contract Negotiation and Management** – Served as the lead negotiator in numerous contract negotiations during his career. Many have been both complex and multifaceted negotiations. They include: a \$62 million wastewater plant design build contract; a settlement of a controversial and longstanding dispute over a reimbursement agreement between a benefit district’s land owners, lead developer, and the city which was key to economic development strategies for the city; an intense and ultimately successful negotiation between the city, Firefighters labor association and Cal-Fire to transition city fire services to Cal-Fire and produce significant cost savings for the city; professional service contracts for legal services with city attorneys and special counsels; department heads agreements; interagency agreements for utility (water and wastewater) services; and a variety of other areas with significant implications.
- ◆ **Community Development** – Served as interim Community Development Director on several occasions. His experience includes economic development, general plan updates, specific plans, development agreements, reimbursement agreements, capital facility fee studies, tax sharing agreements, most aspects of current as well as advance planning. He has been involved in economic development activities including successful endeavors with major retailers.
- ◆ **Human Resources** – Served as the City Human Resources Director and has also supervised the Director of Human Resources and Risk Manager. Served as Chief labor relations negotiator on many occasions. Successfully negotiated many labor relations contracts. Conducted classifications studies, executive recruitments, updated and modified administrative policies as well as created new directives, updated personnel rules as state of labor laws changed. Conducted reorganizations in virtually every city department over his career including combining or splitting departments to improve the business processes and the value of services as well as outsourcing service to private sector service providers.
- ◆ **Intergovernmental Relations** – As City Manager and Assistant City Manager Mr. Feathers has been involved in a significant number of inter-agency endeavors including multi-agency contracts to provide transportation, planning, sanitations

services, wastewater services, and fire services. These include working with partner agencies, and local Councils of Governments.

Additional Related Experience Includes:

- ◆ Valley Chapter Chair – California Municipal Finance Officers Association, 2008-2009.
- ◆ Past part-time Faculty Member – Golden Gate University, Masters in Business/Public Administration Program.
- ◆ Developed National Association of Counties (NaCo) award winning Integrated Quality Control System.
- ◆ Project coordinator on California State pilot project – on-line computer cross-match system for fraud prevention system.

Lynn A. Freeman is one of the principal consultants/co-founders of Comm Center Solutions. In addition to consulting, Lynn holds the position of Deputy Director of the Critical Support and Logistics Division for the Simi Valley Police Department. Lynn has worked for the Simi Valley Police Department for 37 years in a variety of assignments. She started in the dispatch center as a Public Safety 9-1-1 Dispatcher, promoted to Communications Manager and then most recently to Deputy Director. Reporting directly to the Chief of Police, Lynn is responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management. Lynn is tasked with development and implementation of Department's \$29 million budget and directs staff of 40 employees, including five managers.

Previously, she was the communications manager at Simi Valley Police Department, a position Lynn held from 1990 to 2013, Lynn was responsible for oversight of day-to-day operations of the Communications Unit. In 2012, Lynn served as project co-manager for \$1.6 million, highly complex, highly efficient, fully redundant, multi-agency, regional Next Generation 9-1-1 system serving four different locations.

Lynn has built dispatch centers literally from the ground up, including a new facility in 1998 and the total remodel of communication centers with the most recent in 2012. In addition, Lynn has managed a multitude of projects and upgrades, including implementation of two computer aided dispatch (CAD) systems, voice logging recorders, 9-1-1 systems, and satellite/back-up facility. While the communications manager, Lynn developed new positions in the Center, including shift supervisors, initiated job-sharing opportunities, and secured part-time assistance.

Lynn was employed as a civil litigation paralegal for a personal injury law firm from 1981 to 2007. Lynn's responsibilities included assisting attorneys with personal injury and medical malpractice litigation, managing a caseload of over 200 clients. Lynn's duties included preparing court documents, conducting research, and client communications.

Lynn is a certified Emergency Number Professional, holds a Center Manager Certificate, Public Safety Telecommunications Certificate and Civil Litigation Certificate. Lynn's formal education accomplishments include an Associate's Degree in Administrative of Justice, and Bachelor's and Master's degrees in Emergency Management, with a minor in Public Safety Telecommunications.

Professional Experience Includes:

- ◆ 2013 – Present, Co-founder & Principal Consultant, Comm Center Solutions
 - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers and civilian law enforcement personnel.
- ◆ 1977 – Present, Simi Valley Police Department
 - Deputy Director – Police Administration, Critical Support & Logistics (2012 – Present) – Reporting directly to the Chief of Police, responsible for administrative oversight of five civilian units including: Communications (9-1-1/Dispatch), Crime Analysis, Fiscal, Records Management, and Fleet and Facility Management.

- Communications Manager (1990 – 2012) – Responsible for oversight of day-to-day operations of the Communications Unit and all personnel issues.
- Dispatcher/Training Dispatcher (1977 – 1990) – Received, processed, and dispatched police calls for service. Assisted officers and citizens. Trained new personnel.
- ◆ 1981 – 2007 – L.M. Schulner & Associates
 - Civil Litigation Paralegal – Assisted attorneys with personal injury and medical malpractice litigation.

Specific Achievements and/or Experience:

- ◆ Communications Center walk-station implementation, 2009
- ◆ Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls, 2006 – 2011
- ◆ Operation Unveil, Opening of Air Force One at Reagan Library, 2005
- ◆ Operation Serenade, President Reagan’s Funeral, 2004
- ◆ Developed Tactical Dispatcher Team, 2002
- ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff’s Station, 2000
- ◆ Implemented Computer Aided Dispatch (CAD) systems, 1994 and 2004
- ◆ Developed Senior Dispatcher rank, 1997
- ◆ Supervised installation of original 9-1-1 system, 1983
- ◆ Managed Communications Center remodels, 1983, 1998, and 2012

Special Activities and Awards:

- ◆ Meritorious Service Award, Chief’s Award, Simi Valley Police Department, 2010
- ◆ Leadership Simi Valley, graduate, 2010
- ◆ Civilian of the Year, Simi Valley Police Department, 2006
- ◆ Chaired Recognition Committee, 2001 – 2009

Professional Affiliations:

- ◆ National Emergency Number Association (NENA)
- ◆ Association of Public-Safety Communications Officials, International (APCO)
- ◆ Municipal Management Association of Southern California

Recognizing a void in public safety 9-1-1 professional consultants and specialists, Danita and her partner formed an all-inclusive consulting agency to address any and all issues in public safety communications centers. Specializing in providing public safety agencies with an array of services to meet the increasing challenges in today's public safety communications, Comm Center Solutions' expertise includes personnel issues, operations, staffing, investigations, incident reconstruction, quality assurance, Next Generation 9-1-1, and project management. Comm Center Solutions offers balanced, insightful, and tested solutions for 9-1-1 challenges. With over 70 years of combined service in dispatch centers, Comm Center Solutions' experience is unmatched.

Danita L. Crombach is one of the principle consultants/co-founders of Comm Center Solutions. Danita is widely recognized as a leader in many areas of public safety communications. Danita has been actively involved in organizations such as the National Emergency Number Association (NENA), most recently as President of the California chapter of NENA (CALNENA). She is a Senior Member with the Association of Public-Safety Communications Officials, International (APCO), and served as Secretary for the Southern California chapter (CPRA). Danita has also been involved with the Commission on Peace Officer Standards and Training (POST) and, at POST's request, has participated in many committees, most notably as the POST Region 8 (Ventura County, Santa Barbara County and San Luis Obispo County) Representative on the Public Safety Dispatcher Advisory Council (PSDAC). After completing her term, Danita was asked to remain on the PSDAC as a legislative advisor and as a member of the Best Practices Committee.

In her role as CALNENA President, Danita ignited a groundswell of action within the public safety communications industry, the Federal Communications Commission (FCC), and the wireless service providers with a filing that demonstrated a radical reduction in the delivery of accurate wireless 9-1-1 caller information in recent years. As a result, FCC workshops were conducted, meetings were held, and proposed rules are nearing implementation. Once finalized, the FCC will have the ability to take enforcement action with wireless service providers that do not comply with the rules in the specified timeline and provide the best level of service available to the public.

Danita has also worked closely with the California State 9-1-1 Office as a member of the Working Group and has twice been involved in determining the funding model that is used to disseminate State Emergency Telephone Number Account (SETNA) funds to California public safety answering points (PSAPs). With a long-standing, and well deserved, reputation for partnership, creativity and success, Danita has routinely been called upon by the State 9-1-1 Office to spearhead pilot projects such as a \$1.6 million state-of-the-art Next Generation 9-1-1 Regional Hosted Solution in Ventura County that included four PSAPs and the Routing on Empirical Data (RED) project to reroute wireless 9-1-1 calls to the appropriate PSAP.

In her last assignment as the communications manager with the Ventura County Sheriff's Office, Danita instituted a wide variety of changes and programs—all designed to enhance efficiency and employee retention, while improving service to the public. To begin with, she replaced a sworn captain as the Department's first civilian manager—something she had previously done with Inglewood Police and Fire Departments. She promptly replaced the sergeants with civilian supervisors and restructured the chain of command. Danita also updated and eventually replaced the computer aided dispatch (CAD) system. After overseeing fundamental and innovative changes to recruiting and training, Danita secured significant, warranted increases in employee

compensation. Once implemented, these changes helped recruit and retain a staff of more than 35, including two managers and six supervisors.

Danita's project management skills were initially developed as a supervisor with the Oxnard Police and Fire Departments, when the communications center was moved to a new location within the building. Following that, she was recruited and joined the project management team with the San Jose Police and Fire Departments as they built their communications center from the ground up. As a participant in this project, Danita worked with a team tasked with everything from equipment, furniture and carpet selection to recruiting, hiring, and training a team of more than 190 telecommunicators, trainers, and supervisors from across the United States.

Danita is a long-standing certified Emergency Number Professional, holds a Center Manager Certificate, Academy Instructor Certificate, Public Safety Telecommunications Certificate, and numerous certificates for course completion specific to public safety communications and leadership. She was instrumental in the development of the California POST 120-hour Basic Dispatcher Course and has been a presenter at basic, intermediate, and advanced courses.

Professional Experience Includes:

- ◆ 2013-Present – Co-founder & Principal Consultant, Comm Center Solutions
 - Providing consulting services through comprehensive analysis to develop realistic solutions for issues challenging public safety communications centers.
- ◆ 1997-2014 – Communications Manager, Ventura County Sheriff's Office
 - Responsible for oversight of day-to-day operations of the Communications Center, with 35 employees, serving more than 350,000 people in five contract cities and the unincorporated areas of Ventura County. Collaborate with allied agency managers, State 9-1-1 Office representatives, POST and others. Project co-manager on \$1.6 million Next Generation 9-1-1 Regional Hosted Solution. Project manager on facility reconfiguration and upgrade in 2012. Managed projects to replace and upgrade CAD systems, 9-1-1 phone systems, voice logging recorders, and facility design.
- ◆ 1994-1997 – Communications Manager, Inglewood Police & Fire Departments
 - Responsible for managing daily operations and long-term planning for a consolidated police and fire 9-1-1 emergency communications center with 23 employees and \$1.2 million budget. Introduced 9-1-1 for Kids program, implemented a quality assurance program, developed performance standards, revised operations training manual, revised policies and procedures manual, and replaced divisional recruitment, testing, and selection process. Completed a \$750,000 communications center renovation, which included procuring new radio and telephone equipment, as well as ergonomic furniture.
- ◆ 1992-1994 – Director of Operations, A & R Financial and Insurance
 - Recruited to oversee business operations of a financial services agency with sole responsibility for improving efficiency and professionalism.

Responsible for quality assurance, customer service, and coordinating reporting procedures to the Peace Officers Research Association of California (PORAC).

- ◆ 1989-1992 – Public Safety Communications Instructor, San Jose Police & Fire Departments
 - Member of the original management team responsible for the multi-million dollar development and start-up of the new San Jose Police and Fire Communications Center (co-located). Also responsible for providing supervision and formal classroom training for 190 public safety communications employees of all levels and coordinating the Critical Incident Stress Debriefing (CISD) program and the Communications Training Officer (CTO) permanent curriculum committee. Responsible for budget forecasting, course development, scheduling, labor relations, evaluation of students, and recruiting and selecting new employees.
- ◆ 1989-1992 – Instructor (Part-time), Ventura College, West Valley College, Evergreen College
 - Instructor for various POST-certified courses including topics such as ethics, leadership, evaluation procedures, presentation skills, negligent performance, communication skills, and telephone/radio procedures.
- ◆ 1982-1989 – Public Safety Dispatch Supervisor, Oxnard Police and Fire Departments
 - Participated in consolidation of police and fire communications center. Responsible for supervising up to five dispatchers in a consolidated police/fire communications center. Created and implemented communications training officer (CTO) program. Developed policies and procedures.

Specific Achievements and/or Experience:

- ◆ Influenced FCC rulemaking on the timely delivery of accurate caller location information on wireless 9-1-1 calls
- ◆ Appointed to the POST Public Safety Dispatcher Advisory Council, Region 8 Representative, Legislative Representative and Best Practices Committee
- ◆ Appointed to State 9-1-1 Office Working Group to review current funding model
- ◆ Elected and served as President of the California chapter of the National Emergency Number Association (NENA)
- ◆ Reduced overtime by \$200,000 in early 2010 when compared to 2009
- ◆ Participated as the Beta, and follow-up, site for the State of California’s Routing on Empirical Data (RED) project
- ◆ In response to emergency evacuation, oversaw renovation of a warehouse and relocated the Sheriff’s Communications Center within 32 days, April 2006
- ◆ Retained staffing by securing a 42% pay increase for dispatchers in July 2006

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- ◆ Replaced the CAD system in 2002
 - ◆ Civilianized the supervisor positions in the SCC in 2000
 - ◆ Coordinated Alternate Public Safety Answer Point, East County Sheriff's Station, 2000
 - ◆ Completed \$750,000 communications center renovation in Inglewood within budget and on time
 - ◆ Developed and implemented the San Jose Communications Training Officer (CTO) program

Special Activities and Awards:

- ◆ 2009 nominee for "Superior Customer Service" and "Integrity" Management Council Awards
- ◆ 2008 nominee for "Integrity" Management Council Award
- ◆ Profiled in APCO, International, Magazine, January 2007
- ◆ 2006 Public Servant of the Year, Camarillo Chamber of Commerce
- ◆ 2002 recipient of the "Mentoring" Management Council Award
- ◆ 1996 Employee of the Year, Inglewood Police Department
- ◆ Received the San Jose Police Department's Special Achievement Award for developing and coordinating the Communications Critical Incident Stress Debriefing (CISD) team
- ◆ Received a California State Senate Commendation in 1989 for developing a CTO program, recruiting program and founding the Tri-Counties Communications Association

Professional Affiliations:

- ◆ National Emergency Number Association (NENA), President California chapter (active since 1996)
- ◆ Association of Public-Safety Communications Officials, International (APCO), Senior Member and former Secretary of California chapter (active since 1986)
- ◆ POST Public Safety Dispatcher Advisory Council (2010 – Present)

Michael D. Fay has over 30 years experience and has served as a firefighter, EMS director, educator, consultant and publisher.

Relevant Experience:

- ◆ President of Animated Data, Inc., the designer and publisher of *StatsFD*, formerly *NFIRS 5 Alive*. Using standard *StatsFD* and raw CAD datasets, *StatsFD* quickly performs diagnostic analysis of fire department operations. Outputs are designed for both live and printed presentations.
- ◆ Director of End2End, Inc., publisher of FirePoint RMS Systems for fire departments. Products of the firm include 40 single-user and multi-user client server modules. (Formerly Advanced Command Systems, Inc. Maynard, MA). Mr. Fay is responsible for RMS product development.
- ◆ Senior Associate of Firepro Inc., a fire consulting firm specializing in fire safe building design, forensic reconstruction, and fire department consulting services. Mr. Fay directed fire scene documentation and reconstruction of dozens of large loss fires and co-authored management studies for several city fire departments.
- ◆ Assistant Superintendent and Program Chair for Management Technology at the National Fire Academy, Federal Emergency Management Agency (FEMA). The mission of the National Fire Academy is to enhance the nation's fire protection services through the development and delivery of specialized programs for fire service managers, trainers and technicians. Mr. Fay directed delivery of management training courses in the Resident Programs Division, and he developed and delivered executive development training courses for chief officers of larger departments. He also established the National Fire Academy's microcomputer laboratory. Mr. Fay authored two college-level courses on the use of computer technology in the fire service and was responsible for the development and delivery of a national teleconference on management applications for fire service computers.
- ◆ Field Coordinator, International Association of Fire Chiefs Apprenticeship Program. The IAFC/IAFF Apprenticeship Program developed personnel resources through the establishment of performance standards and local programs of training. Mr. Fay traveled to fire departments nationally to help resolve obstacles to the implementation of enhanced fire fighter, EMT and paramedic training programs and contributed to the development and adoption of national standards for Firefighters and Emergency Medical Technicians (EMTs).
- ◆ Director, Emergency Medical Services and Firefighter for the Amherst, MA Fire Department, was responsible for EMS operations, supervision of EMS personnel, budget preparation and public information programming. He also served as a line firefighter.

Education:

- ◆ BA, University of Massachusetts

Additional Interests:

- ◆ Licensed amateur radio operator for over 40 years
- ◆ Technical background in wireless communication

Mr. DeRoos is the President of Citygate Associates. He earned his undergraduate degree in Political Science/Public Service (Phi Beta Kappa) from the University of California, Davis and holds a Master of Public Administration degree from the University of Southern California. Mr. DeRoos has over five years of operational experience as a local government administrator in budgeting, personnel, and land use planning, as well as thirty years of consulting experience performing operations and management reviews of local government functions. Prior to becoming a Principal in Citygate in 1991 he was a Senior Manager in the local government consulting division of Ernst & Young.

Relevant Experience Includes:

- ◆ For each of the Citygate public safety projects shown below, Mr. DeRoos reviewed work products and was responsible for ensuring that each project was conducted smoothly and efficiently within the schedule and budget allocated, and that the project deliverables were in conformance to Citygate's and the client's quality standards.
- ◆ Served in an oversight capacity for a Management Review of the Police Department for the City of Maricopa, AZ.
- ◆ Served in an oversight capacity for Citygate's review of the Goodyear, AZ Police Department.
- ◆ Served in an oversight capacity for a Fire Department Strategic Plan and Standards of Response Coverage study for the City of Corona to include all facets of fire and non-fire operations including but not limited to fire prevention, fire administration, emergency medical services, fire investigation, fire training, disaster preparedness, hazardous materials, administrative support positions, information systems, capital facilities and apparatus, fire department fees, regional issues, and fire public education.
- ◆ Served in an oversight capacity for an organizational and staffing review for the City of Albany, CA, including the Police Department. This study assessed the City's organizational structure to investigate potential cost savings and service improvements and to develop strategies for providing services in a tight fiscal environment.
- ◆ Served in an oversight capacity for Citygate's Regional Fire Services Deployment Study for San Diego County, including 57 fire agencies in the County region. Citygate implemented a phased process designed to establish a blueprint for improving San Diego County's regional fire protection and emergency medical system.
- ◆ Served an oversight capacity to perform a Standards of Cover Study, Management/Administrative Assessment, and Strategic Plan for the Cosumnes Community Services District.
- ◆ Served in an oversight capacity for a police services consolidation or contract for shared services analysis for the cities of Brea, Buena Park, Fullerton, La Habra and Yorba Linda.

- ◆ Served in an oversight capacity for a fire and emergency services study for the El Dorado Local Agency Formation Commission to evaluate fire services countywide and to provide actionable recommendations on how to ensure sustainable, adequate and cost effective coverage.
- ◆ Served in an oversight capacity for the City of Rancho Cucamonga Police Services Analysis.
- ◆ Served in an oversight capacity for a Standards of Response Cover deployment analysis and geo-mapping software implementation for the Sacramento Metropolitan Fire District.
- ◆ Served in an oversight capacity for a police dispatch shared services analysis for the cities of Brea, Buena Park, Fullerton, La Habra and Placentia.
- ◆ Served in an oversight capacity for a Standards of Response Cover Planning analysis for the City's of Pasadena's Fire Department. This study included a review of the adequacy of the existing deployment system from the current fire station locations, and based on that analysis and the need to rebuild some of the fire stations, analyzed different fire station location scenarios. Served in an oversight capacity for Citygate's police department consolidation feasibility assessment for the cities of Burlingame and San Mateo, CA.
- ◆ Served as Project Director for California's statewide Parole Agent III workload and staffing study. The scope of the study involved the identification of social service- and correctional-related tasks; the frequency and time required for completion; the determination of required staffing levels; and the development of formulae for determining sufficient supervisory staffing levels.
- ◆ Performed eight General Management and Operations Studies for the City of Corona's Police Department, Fire Department, Management Services Department (including Human Resources), Housing and Development Department, Building and Planning Departments, Public Works Department, Utility Services Department, and Public Library. These studies examined such crucial factors as performance measures, organizational structure, human resource management and allocation, department policies and procedures, strategy and planning, leadership, operations, resource allocation, training, and management information systems.

Mr. DeRoos is a member of several professional and civic associations. He has taught for the U.C. Davis Extension College and for graduate classes in Public Administration, Administrative Theory and Labor Relations for Golden Gate University, and Non Profit and Association Management for the University of Southern California. He speaks and trains frequently on the topic of Leadership, Character and Values, and has also been a speaker for the American Planning Association (APA), written for the California APA Newsletter and the California Redevelopment Journal, and has been a speaker on redevelopment, Base Closures, and related issues across the US. Mr. DeRoos holds a certificate in Public Sector Labor Management Relations from U.C. Davis, and is a Certified Management Consultant (CMC).

EXHIBIT B
Professional Services Agreement

SCHEDULE

The Project Schedule is provided in Section 1.7– Project Schedule of Consultant’s July 16, 2015 “Proposal to Perform a Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments, City of Glendale,” which is attached hereto as Exhibit A. An excerpt identifying the Project Schedule is also attached to this Exhibit B.

City of Glendale, AZ

Proposal to Perform a Comprehensive Public Safety Deployment and Performance Review

7. Provision of supporting statistics and other visual data to fully illustrate the current situation and consultant recommendations. This information shall be provided in both hard copy format and computerized format with accompanying Microsoft PowerPoint presentation.

1.6 STUDY COMPONENTS WITH WHICH THE DEPARTMENTS MUST ASSIST

The Departments is are in the best position, and have the best capability, to provide most, if not all, of the internal data needed to complete the scope of work required for this project. Therefore, Citygate anticipates that the Departments will assist with this project by:

- ◆ Providing electronic incident response data in a format requested by Citygate.
- ◆ Returning SWOT (Strengths, Weaknesses, Opportunities, & Threats) forms provided by Citygate for the various non-operational functions in a timely manner to keep the project on schedule.
- ◆ Via a document request questionnaire issued by Citygate, submitting existing Department documents describing organization, services, budgets, expenses and performance measures, if any.
- ◆ Providing other Department data timely as requested by Citygate.

1.7 PROJECT SCHEDULE

Citygate anticipates this project will span six months. Citygate is available to start the project immediately upon the award of a contract. A detailed Work Plan schedule is presented below:

Work Plan Timeline

Task	Month 1	Month 2	Month 3	Month 4	Month 5	Month 6
1: Initiate and Manage Project	[Shaded]					
2: Deployment Review	[Shaded]					
3: In-Depth Department Review		[Shaded]		[Shaded]		
4: Forecasting and Draft Reports				[Shaded]		
5: Prepare and Deliver Final Reports					[Shaded]	

EXHIBIT C
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Compensation shall be billed, documented and paid in accordance with Section 4 – Pricing Proposal of Consultant's July 16, 2015 "Proposal to Perform a Comprehensive Public Safety Deployment and Performance Review of the Police and Fire Departments, City of Glendale," which is attached hereto as Exhibit A.

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Consultant for full completion of all work required by the Project during the entire term of the Project must not exceed **\$161,512.00**.

DETAILED PROJECT COMPENSATION

See attached.

SECTION 4—PRICING PROPOSAL

4.1 PROJECT COST/BILLING

Our charges are based on actual time spent by our consultants at their established billing rates, plus reimbursable expenses incurred in conjunction with travel, printing, clerical, and support services related to the engagement. There are efficiencies and savings achieved in performing both studies together, and if either study were to be conducted in isolation, the cost would increase due to increased administrative support, oversight, and travel costs.

We will undertake this study for the “not-to-exceed” total costs presented below. Please read Section 4.1.4 on the following page for our discussion of possible cost reductions.

4.1.1 Overall Project Cost

Hourly Fees of Project Team	Reimbursable Expenses	Administration (5% of Hourly Fees)	Total Citygate Project Amount
\$129,275	\$21,873	\$6,464	\$157,612

4.1.2 Project Hours Breakdown

Project	Field Consultants	GIS	Incident Statistics	Citygate Office Support and Document Production	Total
Fire	173	40	40	47	300
Police	221	50	50	47	368
Total	394	90	90	94	668

4.1.3 Project Options

Option	Cost
HERE Street Data ¹	\$3,900
Inclusion of Traffic Congestion in the Mapping Model ²	\$5,119
The Omega Group CrimeView Dashboard Implementation and Advanced Reporting	See Section 4.4

¹ If street data is not available that includes the attributes necessary for the geographic computer model to route response vehicles at appropriate speeds over the City’s road network, including one-way streets and freeway interchange directions, The Omega Group will purchase the required streets and speed data from HERE, a private GIS data vendor, at a cost of \$3,900.

² If the City desires that traffic data be incorporated into the mapping model, an additional cost of \$5,119 will be needed for The Omega Group to perform the necessary analysis.

4.1.4 Note on GIS, Incident Statistical Analysis, and Police Dispatch Costs

In the above pricing Citygate has assumed performing a fresh and independent analysis of the workload demands for both Departments using the best available tools. However, if the City believes that one or both Departments have *outstanding* workload and services geography coverage already done, then we can discuss a cost reduction in Citygate's technical services and have the Citygate team instead peer review the existing Departmental data. However, having not reviewed that data, if it exists to best practices standards, we wanted to present the City with the cost of a full, independent analysis.

If the City also does not feel an in-depth review of the Police dispatch center is needed, a further cost reduction can be taken.

4.2 CITYGATE COST AND BILLING TERMS

The price quoted above is effective for 30 days from the date of receipt for this proposal and includes one (1) draft cycle as described in Task 5 of our Work Plan to be completed by Citygate and the City within 10 working days. Additional Draft Report cycles or processing delays requested by the City would be billed in addition to the contracted amount at our time and materials rates. When changes are agreed upon, Citygate will provide up to nine (9) bound color copies of the Final Reports and one (1) reproducible master copy on CD-ROM. The Draft Reports will be considered to be Final if there are no suggested changes within thirty (30) days of the delivery of the Draft Reports.

If the City decides to delay our final presentation in Task 6 after acceptance of the final work products, Citygate will accommodate such a request, but will charge two administrative hours per month to keep the project in suspense until the presentation is delivered. If this causes the billing to exceed the contracted amount, the City will be billed for the additional hours above the contracted amount.

Our policy is to bill monthly for professional fees. Our charges are based on actual time spent by our consultants at their established billing rates, plus a five percent (5%) administration charge in lieu of individual charges for copies, phone, etc. We also bill for travel expenses (at cost) incurred in the prior month's work. Our invoices are payable within thirty (30) days. Citygate's billing terms are net thirty (30) days plus two percent (2%) for day thirty-one (31) and two percent (2%) per month thereafter.

We request that ten percent (10%) of the project cost be advanced at the execution of the contract, to be used to offset our start-up costs. This advance would be credited to our last invoice.

4.3 STANDARD HOURLY BILLING RATES

Classification	Rate	Consultant
Citygate President	\$ 225 per hour	David DeRoos
Public Safety Principal	\$ 250 per hour	Stewart Gary
Law Enforcement Senior Associate	\$ 195 per hour	Sam Spiegel
Fire Services Specialist	\$ 195 per hour	Robert Meyer
Human Resources Specialist	\$ 210 per hour	Steven Harman
Fiscal Specialist	\$ 210 per hour	Stanley Feathers
Communications Dispatch Specialist	\$ 195 per hour	Comm Center Solutions
Geo-Mapping Specialist	\$ 195 per hour	The Omega Group
Fire Statistical Specialist	\$ 160/per hour	Michael Fay
Report Project Administrator	\$ 125/per hour	Chad Jackson
Administrative	\$ 95/per hour	Various

4.4 OPTIONAL CRIMEVIEW DASHBOARD INSTALLATION

4.4.1 CrimeView Dashboard

CrimeView Dashboard provides a set of analytical and mapping tools for command staff and patrol officers to collaborate with analysts to create content reflecting crime priorities and decisions of focus.

Presented below is the cost for the enhanced data analytics package, leveraging the investment in CAD Call for Service data modeling in Citygate’s review. The following additional services will provide Glendale with the CrimeView Dashboard package with CAD data:

Component	Rate
CrimeView Dashboard End-User and Designer Training (One-time Fee)	\$3,300
CrimeView Dashboard Subscription Services (Annual Fee)	\$8,775
Application Configuration (One-time Fee) <i>CrimeView Dashboard is a site license with named user logins</i>	\$18,025
Total First Year Investment	\$30,100

4.4.2 Advanced Reporting Module (CrimeView Dashboard Required)

Advanced Reporting provides a robust business intelligence and reporting framework for the delivery of calls for service analytical results in addition to a broad mix of additional agency performance metrics, benchmarking templates and reporting.

Presented below is the cost for the enhanced data reporting package, leveraging the investment in CAD Call for Service data modeling and Omega report development in Citygate’s review. The following additional services will provide Glendale with the Advanced Reporting Module:

Component	Rate
Advanced Reporting End-User Training (One-time Fee)	\$700
Advanced Reporting Subscription Services (Annual Fee) <i>Advanced Reporting includes twenty-five (25) logins</i>	\$5,000
Application Configuration (One-time Fee)	\$14,525
Total First Year Investment	\$20,225
Combined CrimeView Dashboard and Advanced Reporting Initial Investment	\$50,325

APPENDIX A

CODE OF ETHICS

EXHIBIT D
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

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

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

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

4. **Exceptions.**

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



Legislation Description

File #: 15-494, **Version:** 1

EXPENDITURE AUTHORIZATION FOR ANNUAL MEMBERSHIP FEE TO VALLEY METRO RAIL, INC.

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to approve the expenditure authorization by the Acting City Manager for the Fiscal Year 2015-16 annual membership fee for Valley Metro Rail, Inc., (METRO) in the amount of \$50,000.

Background

In 2001, the citizens of Glendale approved a half-cent sales tax for transportation projects in the City of Glendale. One of these projects was light rail to downtown Glendale. In 2002, the City of Glendale entered into a Joint Powers Agreement (JPA) for the design, construction and operation of the light rail system in the Region, which includes the light rail project in Glendale. At that time, Glendale joined METRO as one of its charter members, along with the cities of Phoenix, Tempe and Mesa.

As required in the METRO member JPA, Glendale agreed to pay \$50,000 per year. This membership entitles the city to participate in the planning and design of the regional light rail system and future light rail extensions that could serve Glendale. A future light rail line is currently scheduled for completion to downtown Glendale in 2026.

Analysis

Regional, high-capacity transportation systems such as light rail require years of advance planning and coordination with participating communities, as well as regional, state and federal agencies. Since 2005, several studies have been conducted on various alternative alignments to downtown Glendale that have been funded in part with the city's annual membership fees. This includes the study that was completed in 2012, that concluded that the downtown Glendale corridor provided the city with the best chance of securing federal funding for light rail. We are currently in the project development phase of the Alternatives Analysis study, and as Council is aware, have recently formed a community working group to study the different alignment alternatives to bring high capacity transit into downtown Glendale.

The working group will be meeting through October with the goal of formulating a recommendation on a downtown alignment that will be incorporated into an overall Locally Preferred Alternative (LPA). This recommendation will be brought to Council in early 2016 for approval.

Previous Related Council Action

On August 12, 2014, Council approved the expenditure of the Fiscal Year 2014-15 membership fee.

Community Benefit/Public Involvement

Light rail provides a variety of community benefits. It attracts new transit travelers who would otherwise drive or may not feel comfortable taking the bus. As seen throughout the region and the country, light rail can be a catalyst for economic redevelopment along a corridor, which in turn supports the tax base of the city through transit-oriented development. Light rail also adds destinations where people want to be, not simply pass through. Environmental benefits to the community include lower levels of pollution due to reduced automobile use.

Budget and Financial Impacts

METRO membership expenses are budgeted in the GO Transportation Rail Transit account. In future years, this membership fee will be reviewed and approved by the City Council as part of the annual budget process, as this line item will be specifically detailed in the budget as METRO membership dues.

Cost	Fund-Department-Account
\$50,000	1660-16640-529000, Rail Transit

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

When recorded, mail to:

Ronald K. Blake
3110 S. Rural Road
Suite 102
Tempe, AZ 85282

**RETURN VIA
FLEMING ATTORNEY
SERVICE**



OFFICIAL RECORDS OF
MARICOPA COUNTY RECORDER
HELEN PURCELL
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1 OF 1

BUSINESS

**JOINT POWERS AGREEMENT
FOR THE DESIGN, CONSTRUCTION AND OPERATION
OF THE LIGHT RAIL TRANSIT PROJECT**

DO NOT REMOVE

This is part of the official document.

**JOINT POWERS AGREEMENT
FOR THE DESIGN, CONSTRUCTION AND OPERATION OF THE
LIGHT RAIL TRANSIT PROJECT**

10/20/2011

1. Parties. The parties to this Agreement are the City of Phoenix, the City of Tempe, the City of Mesa, and the City of Glendale. (Individually "Party" or collectively "Parties").

2. Recitals.
 - 2.1. The Parties enter into this agreement ("Agreement") for the purpose of planning, designing, constructing, and operating the LRT.

 - 2.2. The Parties are authorized to enter into this Agreement by the Joint Exercise of Powers Act (A.R.S. Section 11-952) and the Urban Mass Transportation Systems Act (A.R.S. Section 40-1152).

 - 2.3. The Parties agree to form a nonprofit corporation as the instrumentality to jointly exercise their powers to achieve the purpose specified above. Copies of the articles of incorporation ("Articles") and the by-laws ("By-Laws") of the nonprofit corporation are attached to this Agreement as Exhibits A and B.

 - 2.4. Certain terms that are defined in the Articles and By-Laws are used in this Agreement. Such terms shall have the same meaning in this Agreement as such terms are defined in the Articles and By-Laws.

 - 2.5. The Parties intend to take advantage of A.R.S. § 10-3732, which authorizes the members of a non-profit corporation to adopt in a member agreement provisions concerning the management of the Corporation which would otherwise be inconsistent with the Arizona non-profit corporation act (A.R.S. § 10-3101 et seq.). The Articles, the By-Laws, and this Joint Powers Agreement together constitute a "Member agreement" under A.R.S. § 10-3732 and it is the intention of the Parties that the Articles and By-Laws be enforceable pursuant to A.R.S. § 10-3732. The Member agreement was approved by all Members. The Member agreement shall be subject to amendment as provided in the Articles and By-Laws and shall be valid for the duration of the Corporation's existence. The Member agreement shall be binding upon any Parties that are admitted after the initial Parties.

3. Manner of Financing. The cost of planning, designing, constructing, and operating the LRT shall be paid in the manner specified in the By-Laws. A Capital Program and annual operating budget shall be established and maintained as provided in the By-Laws. The costs to be paid by the Parties are anticipated to be the total cost for the planning, designing, constructing, and operating the LRT less amounts received from the Federal Transit Administration, other federal, state and regional funding sources, and fares received from the operation of the LRT.

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- 3.1. Agreement to Pay Share. Each Party agrees to timely pay such Party's share of the cost of planning, designing, constructing, and operating the LRT as specified in the By-Laws.
- 3.2. Initial Contribution. Within ten days after the effective date of this Agreement, each Party agrees to set aside and pay when needed the amount specified in this section as an initial contribution to the Corporation, which shall be used to pay the expenses of planning, designing and constructing the LRT while the organization of the Corporation is being completed and the Board of Directors is adopting the initial Capital Program and the initial annual operating budget. Based on projected cash needs during the completion of the organization, the Corporation shall give notice to the Members of the amount of funds to paid from the funds that were set aside. Each Member shall pay to the Corporation the amount requested within 24 hours after receipt of the notice requesting payment. Completion of the organization of the Corporation is not required before the funds received under this Section may be disbursed. The amounts to be set aside and paid when needed are twenty-five percent (25%) of each Party's share under the initial annual operating budget that will be adopted by the Board of Directors.

City of Phoenix	\$8.2 Million
City of Tempe	\$3.4 Million
City of Mesa	\$0.6 Million
City of Glendale	\$12,500.00

- 4. Federal Funding. The Parties intend that the Corporation apply for and receive Federal funding to pay for a portion of the cost of the LRT. The Corporation is authorized to apply for and receive Federal funding. In conjunction with applying for and receiving Federal funding, the Corporation is authorized to bind the Parties to comply with applicable Federal funding requirements. Each Party agrees to execute such documents and perform such acts as are necessary to comply with applicable Federal funding requirements.
- 5. Eminent Domain. In accordance with the By-Laws, each Party agrees to acquire real property within its boundaries or, if necessary, to exercise its power of eminent domain to acquire real property that the Corporation has determined is needed for the LRT. It is acknowledged that the use of any real property acquired pursuant to this Section shall be a public use as allowed by law and is for the benefit of the Party acquiring the property as well as the overall community.
- 6. Obligations as Members. Each Party agrees to become a Member of the Corporation and to comply with and be subject to the obligations of Members as set forth in the Articles and By-Laws, including the obligation to contribute to the cost of the LRT.
- 7. Withdrawal as Members. The Parties have no right to withdraw as Members except as provided in the By-Laws.
- 8. Additional Parties. Other cities, towns, counties, and Indian tribes that are in the Phoenix metropolitan area shall become additional parties to this Agreement and be bound by the

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terms of this Agreement at such time as such cities towns, counties, or Indian tribes are admitted as Members of the Corporation.

9. Duration of Agreement. This Agreement shall continue until such time as the Corporation is dissolved as provided in the Articles and By-Laws. It is not anticipated that the Corporation will be dissolved until it is no longer feasible for the Corporation to carry on the LRT or the LRT is transferred to another governmental entity.
10. Disposition of Property on Dissolution. If the Corporation is dissolved, the assets of the LRT and any other property owned by the Corporation shall be disposed of as provided in the Articles and By-Laws.
11. Relief from Payment of Financial Obligation. If a Party is relieved from payment of its financial obligation to the Corporation as a matter of law, then the Corporation may suspend such Party's right to vote and participate in the affairs of the Corporation until such time as the Party has paid the difference between the Party's share of the costs and the amount such Party has paid for such costs. Except as specifically excused as a matter of law, all other obligations of such Party shall remain in effect.
12. Conflict of Interest. The Parties acknowledge that this Agreement may be subject to cancellation under A.R.S. § 38-511 (Arizona's public employee conflict of interest law) in the event that there is a conflict of interest of the type specified in A.R.S. § 38-511 by the persons participating the formation of this Agreement.
13. Cooperation. The Parties agree to sign all documents and to perform all acts that are necessary to fully carry out the terms of this Agreement. This obligation includes performing an act that is not specifically referred to in the Agreement, so long as the obligation to perform such act is reasonably implied by the terms of this Agreement.
14. Severability. If any provision of this Agreement is declared void or unenforceable by a court of competent jurisdiction, such provision shall be severed from this Agreement, which shall otherwise remain in full force and effect if the remaining provisions permit the parties to obtain the practical benefits of the arrangements contemplated by this Agreement. If any applicable law or court of competent jurisdiction prohibits or excuses any Party from undertaking any contractual commitment to perform any act hereunder, this Agreement shall remain in full force and effect, but the provisions requiring such action shall be deemed to permit the Party to take such action at its discretion, if such a construction is permitted by law. This section shall not limit the discretion of the Parties to suspend a Party's right to vote and participate in the affairs of the Corporation as provided in section 11 titled "Relief from Payment of Financial Obligation."
15. Amendment. This Agreement may be amended only by the unanimous consent of the Parties. However, the Parties' rights and obligations as Members are subject to change in the event that the Articles or By-Laws are amended as provided in the Articles or By-Laws.
16. Effective Date. This Agreement shall become effective and binding upon the Parties when the Agreement has been executed by each Party and each Party has complied with the requirements of A.R.S. § 11-952, which include appropriate action by ordinance, resolution

or otherwise for the approval of the Agreement by the governing body of a Party, determination by such Party's attorney that the Agreement is within the powers and authority of such Party, and the Agreement has been filed or recorded.


Dated 9/24/2002

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CITY OF PHOENIX

By 
Frank Fairbanks, City Manager

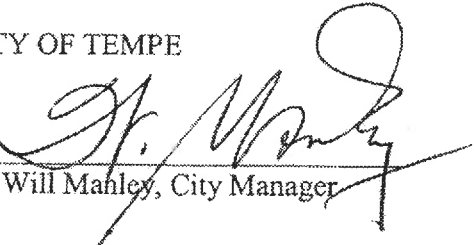
ATTEST:


City Clerk

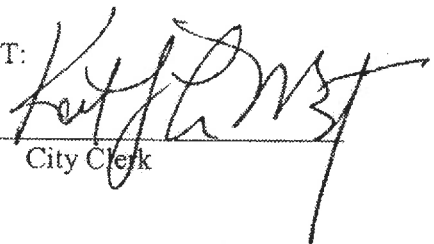
APPROVED AS TO FORM and within the Powers and authority granted under the laws of Arizona to the City of Phoenix


City Attorney

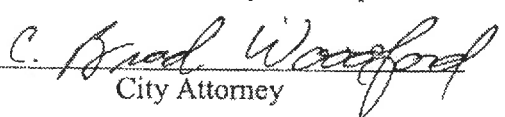
CITY OF TEMPE

By 
Will Mahley, City Manager

ATTEST:

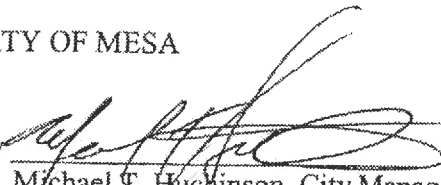

City Clerk

APPROVED AS TO FORM and within the Powers and authority granted under the laws of Arizona to the City of Tempe



City Attorney



CITY OF MESA

By 
Michael F. Hutchinson, City Manager

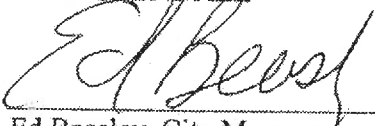
ATTEST:


City Clerk

APPROVED AS TO FORM and within the Powers and authority granted under the laws of Arizona to the City of Mesa


City Attorney

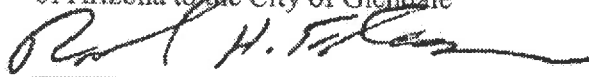
CITY OF GLENDALE

By 
Ed Beasley, City Manager

ATTEST:


City Clerk

APPROVED AS TO FORM and within the Powers and authority granted under the laws of Arizona to the City of Glendale


City Attorney

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BY-LAWS
OF
VALLEY METRO RAIL, INC.

ARTICLE I - PURPOSES

Section 1. Authority. This Corporation is formed under the Arizona nonprofit corporation act (A.R.S. § 10-3101 et seq.) by certain cities within Maricopa County. It is the intention of the Members to utilize the authority granted under A.R.S. § 11-952 which authorizes cities and other public agencies to form a nonprofit corporation to jointly exercise their powers, and under the Urban Mass Transportation Systems Act and more specifically A.R.S. § 40-1152 which authorizes governmental entities to jointly form a nonprofit corporation to provide public transportation services.

ARTICLE II - DEFINITIONS

Section 1. Alternate Representative. One or more natural persons that have been designated by a Member to serve as Alternate Representatives and have the authority specified in these By-Laws.

Section 2. Capital Program. The Capital Program shall show projected revenues and capital expenditures for construction of the Minimum Operating Segment of the LRT for a multiple year period (initially expected to cover five Fiscal Years) commencing with the upcoming Fiscal Year. It shall include the following information for each Fiscal Year in the form of a cash flow analysis: the projected cost of LRT capital expenses; the projected amounts to be paid by each Member to the Corporation; the projected amounts to be paid directly for LRT expenses by each Member (e.g., for acquiring rights-of-way); and the projected revenues to be received from Federal funds or other funding sources.

Section 3. Component. The Components of the LRT are the individual items that collectively make up the LRT, such as light rail vehicles, track, bridge structures, and stations. The Board of Directors shall adopt guidelines to classify Components as either local or regional and classify the location of a Component when it overlaps the boundaries of the Members.

Section 4. Corporation. The VALLEY METRO RAIL, INC., an Arizona nonprofit corporation.

Section 5. Design and Construction Miles. The number of miles of LRT track that are within a Member's boundaries for which design or construction work is to be performed.

Section 6. Design and Construction Miles %. The ratio, expressed as a percentage, of a Member's Design and Construction Miles to the sum of the Design and Construction Miles of all of the Members.

Section 7. Fiscal Year. The Fiscal Year for the LRT shall commence on the first day of July and end on the thirtieth day of June.

Section 8. Initial Members. The City of Phoenix, the City of Tempe, the City of Mesa, and the City of Glendale.

Section 9. Joint Powers Agreement. The agreement between the Initial Members that was entered into for the purpose of planning, designing, constructing and operating the LRT, and provided for the formation of the Corporation as the instrumentality for jointly exercising the powers of the Initial Members.

Section 10. LRT. The Light Rail Transit Project (formerly known as "Central Phoenix/East Valley Light Rail Transit Project") together with any extensions that are undertaken as provided in these By-Laws.

Section 11. Member. The Initial Members and other cities, towns, counties, and Indian tribes that are in the Phoenix metropolitan area that are admitted as Members.

Section 12. Minimum Operating Segment. The LRT as initially designed, which consists of 20.3 miles of light rail transit from approximately 19th Avenue and Bethany Home Road in Phoenix to the intersection of Longmore Drive and Main Street in Mesa. The Minimum Operating Segment does not include any extensions that may be added to the LRT.

Section 13. Rail Program Staff. Personnel that are working on the LRT under the supervision and control of the Corporation and at the expense of the Corporation as provided in Article XIII, Section 1, which is titled "Rail Program Staff."

Section 14. Representative. The natural person designated by a Member to act on behalf of the Member on all matters concerning the Corporation. Each Member shall be bound by the acts of its Representative, and the Corporation may rely upon the act of a Representative the same as if such act were done by the Member.

Section 15. Revenue Service. An increment of track of the LRT is in Revenue Service when trains are in operation upon such increment and carrying fare-paying passengers on a regular basis.

Section 16. Weighted Votes Definitions. There are additional definitions in Article VII, Section 9 that are specific to the method of calculating the Weighted Votes.

ARTICLE III - MEMBERSHIP

Section 1. Members. The Members of the Corporation shall be the Initial Members and any additional cities, towns, counties, and Indian Tribes that are in the Phoenix metropolitan area that are admitted as Members in accordance with these By-Laws.

Section 2. Admission of New Members. Other cities, towns, counties, and Indian Tribes that are in the Phoenix metropolitan area may apply for membership. Such applicant shall be admitted as a Member and such membership shall become effective immediately after the following have occurred:

- A. Such applicant has applied to be a Member.
- B. Such applicant has executed and become a party to the Joint Powers Agreement, which requires the applicant to agree to comply with the provisions of the Articles of Incorporation, By-Laws, and other rules applicable to Members and be subject to the obligations of Members including the obligation to pay such applicant's share of the cost of planning, designing, constructing, and operating the LRT.
- C. Such applicant has entered into an agreement with the Corporation that specifies the amount that such applicant is to contribute, if anything, to reimburse the other Members for the costs of designing and constructing the regional Components of the LRT that were expended prior to the applicant becoming a Member and specifies a payment plan for such amount.
- D. Such applicant has paid the initial payment under the payment plan referred to in the preceding subsection.

If a county is to be admitted as a Member, the Board of Directors shall as part of the admission process agree to the modification of the Weighted Votes calculation method and the allocation of cost method to take into account that such proposed Member's political boundaries overlap the boundaries of Members who are cities. In all calculations under these By-Laws that are based upon "miles," the miles attributed to a county shall be only those miles that are (1) within such county, and (2) not within the boundaries of another Member.

ARTICLE IV - REPRESENTATIVES

Section 1. Appointment. Each Member is entitled to appoint one natural person to serve as that Member's Representative, and such Member shall notify the Corporation in writing of the person selected as the Representative. Such appointment is effective when the Corporation receives such notice. It is contemplated that the Representative and each Alternate Representative will be either an elected official, an officer, or an employee of a Member; however, these are not requirements and a Member may select any natural person as its Representative or Alternate Representative that such Member may lawfully appoint to act on its behalf with respect to the Corporation.

Section 2. Alternate Representative. A Member shall appoint between one and three natural persons as Alternate Representatives and such Member shall rank such Alternate Representatives in the order that they shall serve when the Representative is absent. If the Representative is not present at a meeting, then the Alternate Representative of a Member with the highest rank who is present shall act in place of the Representative as provided in these By-Laws.

Section 3. Removal or Replacement. A Member may remove or replace its Representative and Alternate Representatives at any time by giving written notice to the Corporation. Such removal or replacement shall become effective when the Corporation receives such notice.

Section 4. Terms of Representatives and Alternate Representatives. Representatives and Alternate Representatives shall serve for terms of two years commencing with the first day of the Fiscal Year for which they were appointed. Representatives and Alternate Representatives shall continue to serve beyond the end of their term until their successor is appointed.

ARTICLE V - BOARD OF DIRECTORS

Section 1. Members of the Board. The Board of Directors shall consist of the Representatives of the Members of the Corporation. If a Member removes a Representative, such person shall automatically be removed as a director at the same time when such person's removal as a Representative becomes effective. When a Member appoints a new Representative, such person shall automatically become a director at the same time that such person's appointment as a Representative becomes effective. No action of the Board of Directors shall be necessary for the appointment, removal or replacement of a person as director under this paragraph to become effective.

Section 2. Temporary Members of the Board. If a Director is absent from a meeting, then the highest ranking Alternate Representative of such Member who is present shall serve as temporary director at that meeting and may exercise all powers of a director. Reference to "Director" in these By-Laws shall include any temporary Director who is acting pursuant to the authorization in this paragraph.

ARTICLE VI - MEETINGS OF MEMBERS

No provision has been made in these By-Laws for meetings of Members, because it is not anticipated that there would be any need for such meetings. Each Member has representation on the Board of Directors and it is expected that all matters to be considered by the Corporation will be proposed, discussed and voted upon at meetings of the Board of Directors. There is no requirement for an annual meeting of the Members. In the event that a meeting of Members should be required, the voting shall be by Weighted Votes and each Member shall have the same number of Weighted Votes as when such Member's Representative is voting as a director.

ARTICLE VII - MEETINGS OF DIRECTORS

Section 1. Regular Meetings. Regular meetings of the Board of Directors shall be held monthly, except to the extent that and for such periods of time as the Board of Directors shall determine that regular meetings should be held more or less frequently.

Section 2. Special Meetings. Special meetings of the Board of Directors may be called by two or more Members upon three days notice to the other Members.

Section 3. Open Meeting Law. The Corporation shall comply with A.R.S. § 38-431 et seq. ("Open Meeting Law") in conducting meetings of the Board of Directors, including the timing and manner of giving notice of meetings to the Directors and to the public.

Section 4. Meeting Notice and Agenda. The Executive Director shall prepare the notice of meeting and the initial draft of the agenda for each regular or special meeting and shall provide the notice and initial draft of the meeting agenda to each Director. Each Director shall be entitled to add items to the agenda by notifying the Executive Director of the additional item, and the Executive Director shall add such item to the agenda. The Executive Director shall give notice of the meeting and the agenda to the public in accordance with the Open Meeting Law and to the Directors with at least as much notice as is given to the public. In the event of an actual emergency, a meeting may be scheduled and noticed or an item may be considered that was not listed on the agenda as permitted under the Open Meeting Law.

Section 5. Voting Rights. All matters shall be decided by a majority of all of the Weighted Votes (not just the number of Weighted Votes represented at the meeting) unless a higher percentage of the Weighted Votes is specified in these By-Laws. Each Director shall have the number of Weighted Votes that are determined in accordance with this Article.

Section 6. Quorum Requirement. A quorum shall be required to conduct business. To constitute a quorum, there shall be at least three Directors present and the number of Weighted Votes held by the Directors who are present must be a majority of the Weighted Votes. The number of Weighted Votes required to decide a matter is based upon the sum of the Weighted Votes of all of the Members (which will be 100) and not the number of Weighted Votes that are voted at a meeting. Therefore, more than 50 Weighted Votes must be cast in favor of a matter for that matter to pass.

Section 7. Attendance. Subject to approval by the Board of Directors, a Director may attend and participate in a meeting by telephone, video conference, or other electronic means, and such attendance and participation shall have the same effect as though the Director was present in person.

Section 8. Weighted Votes. The number of Weighted Votes held by each Member's Director shall be calculated using a formula that takes into account the percentage of funding contributed by that Member and the percentage of committed and planned miles of LRT track

that are within such Member's boundaries. The percentage calculated from the formula is then adjusted so that each Member will have a minimum vote and no Member's vote will exceed fifty percent of the Weighted Votes. The number of Weighted Votes of each Member shall be re-determined annually prior to the start of each Fiscal Year based upon the adopted budget for such Fiscal Year.

Section 9. Weighted Votes Definitions.

A. Annual Contribution. The amount such Member is obligated to contribute under the budget adopted for the Fiscal Year for which the Weighted Votes are being determined.

B. Annual Contribution %. The ratio, expressed as a percentage, of a Member's Annual Contribution to the sum of the Annual Contributions of all of the Members.

C. Committed Miles. The number of miles of LRT track that are within a Member's boundaries that are currently operating, under construction, or for which preliminary engineering/final design has been undertaken. The categories of "Committed Miles" and "Planned Miles" are mutually exclusive and mileage of LRT track can be included in only one of these categories.

D. Committed Miles %. The ratio, expressed as a percentage, of a Member's Committed Miles to the sum of the Committed Miles of all of the Members.

E. Planned Miles. That number of miles of LRT track that are within a Member's boundaries that have been included in the regionally adopted long range transportation plan and for which there is a local funding source that are not Committed Miles. The categories of "Committed Miles" and "Planned Miles" are mutually exclusive and mileage of LRT track can be included in only one of these categories.

F. Planned Miles %. The ratio, expressed as a percentage, of a Member's Planned Miles to the sum of the Planned Miles of all of the Members.

G. Voting %. The percentage that is calculated under this section for each Member before such percentage is converted to the number of Weighted Votes.

H. Weighted Votes. Each Member's number of Weighted Votes shall be the number of percentage points that are equal to that Member's Voting %. This will result in the sum of the Weighted Votes of all of the Members being equal to 100.

Section 10. Voting % Calculation. Each Member's Voting % shall be calculated by the following steps in the order specified:

A. Each Member's Voting % shall be calculated under the following formula:

$$\text{Voting \%} = 50\% \text{ of Annual Contribution \%} + 40\% \text{ of Committed Miles \%} + 10\% \text{ of Planned Miles \%}$$

B. If a Member's Voting % calculated under the formula is less than 2%, then the Voting % of the Member shall be increased to 2%.

C. If a Member's Voting % calculated under the formula is greater than or equal to 50%, then the Voting % for that Member shall be equal to the sum of the Voting % of all of the other Members (taking into account any adjustments that have been made to the Voting % to give each Member a minimum vote).

D. Since the sum of the Voting % of the Members will not equal 100% if adjustments have been made under paragraphs B or C, each Member's Voting % determined under paragraphs A, B, and C shall be adjusted proportionately so that the sum of the Voting % of all of the Members equals 100%. For convenience, the Voting % of each Member may be rounded to the nearest 1% to eliminate fractions of a vote; however, the rounding shall not be done in such a manner that (i) the sum of the Voting % of all of the Members does not equal 100% or (ii) the Voting % of a Member whose Voting % was 50% is changed.

Section 11. Initial Weighted Votes. The preliminary budget for the Corporation, the number of Weighted Votes that each Member shall have until the conclusion of the initial Fiscal Year, and a summary of how the initial Weighted Votes were determined is attached as Exhibit A.

Section 12. Deadlock. In the event that there are 50 Weighted Votes cast in favor of a matter and there are 50 Weighted Votes cast in opposition to a matter and the Board of Directors has been unable to break the tie despite further discussion and another vote, any Director may call for mediation to attempt to resolve the matter. The mediation shall be conducted in accordance with the mediation rules of the American Arbitration Association, except to the extent that the Board of Directors decides by unanimous vote to use an alternate mediation procedure.

Section 13. Effect of Suspension of Voting Rights. If a Member's voting rights are suspended for nonpayment of such Member's financial obligations to the Corporation, this shall not affect the number of Weighted Votes of the other Members or the number of Weighted Votes required to decide a matter. The Weighted Votes of the Member whose voting rights have been suspended shall not be counted as being voted in favor of or against a matter.

ARTICLE VIII - OFFICERS.

Section 1. Officers. The officers of the Corporation shall be the Chairperson, Vice-Chairperson, and Secretary. The officers shall be elected by the Board of Directors at its first regular meeting during the Fiscal Year, and such officers shall serve until their successors are elected in the following Fiscal Year. The Secretary is not required to be a Representative. In addition to the duties specified in this Article, the Board of Directors may assign additional duties to the officers.

Section 2. Vacancy. If an office becomes vacant, the Board of Directors shall elect a successor to hold office for the un-expired term of the officer whose office became vacant.

Section 3. Chairperson. The Chairperson shall preside over the meetings of the Board of Directors (and meetings of Members should any such meetings occur) and attest to the accuracy of the minutes of such meetings.

Section 4. Vice-Chairperson. The Vice-Chairperson shall exercise the duties of the Chairperson when the Chairperson is absent from meetings or not available to attest the minutes.

Section 5. Temporary Chairperson. If neither the Chairperson nor Vice-Chairperson are present at a meeting, then the Board of Directors shall appoint a Representative or Alternate Representative who is present at the meeting to serve as Temporary Chairperson. The Temporary Chairperson shall exercise the duties of the Chairperson at that meeting.

Section 6. Secretary. The Secretary shall assist the Executive Director in preparing the notice and agenda for meetings of the Board of Directors (and meetings of Members should any such meetings occur), record and transcribe the minutes of such meetings, assist the Executive Director in preparing for such meetings, keep and maintain the minute book of the Corporation, and transfer the minute book to the Secretary's successor.

Section 7. Executive Director. The Board of Directors shall hire or appoint a person to serve as Executive Director to carry out the instructions of the Board of Directors and to oversee the day to day planning, design, construction, and operations of the LRT. The Executive Director is authorized to execute contracts that have been approved by the Board of Directors and shall have such other duties and authority as the Board of Directors shall direct.

ARTICLE IX - WITHDRAWAL OF MEMBERS

Section 1. No Right of Withdrawal Before Completion. Except as provided in Section 2 of this Article, no Member shall be entitled to withdraw from membership in the Corporation until construction of the Minimum Operating Segment of the LRT is completed and the cost of the Minimum Operating Segment has been paid. Thereafter, a Member may withdraw from membership if:

A. The other Members agree to assume such Member's financial obligations to the Corporation, and

B. Suitable provision has been made for continued use by the LRT of LRT components that are within the Member's boundaries or which are owned by such Member.

Section 2. Limited Right of Withdrawal. If no part of the LRT for which planning, design, or construction has been undertaken is within a Member's boundaries and withdrawal will not cause significant damage to the other Members, such Member may withdraw from membership in the Corporation. Such Member shall give written notice of withdrawal to the

Corporation, and such Member shall cease to be a Member of the Corporation on the last day of the Corporation's fiscal year in which the withdrawal notice is received.

Section 3. Recalculation of Weighted Votes. If a Member withdraws from membership in the Corporation, the Weighted Votes of the Members shall be recalculated. In recalculating the Weighted Votes, any Annual Contribution by the withdrawing Member or miles of LRT track that are within the withdrawing Member's boundaries shall be disregarded and the other Members shall be given credit for financial obligations of the withdrawing Member that are assumed by the other Members.

ARTICLE X - FUNDING

Section 1. Costs Paid by Members. The costs to be paid by the Members are anticipated to be the total cost of planning, designing, constructing and operating the LRT less amounts received from the Federal Transit Administration, other federal, state and regional funding sources, and fares received from the operation of the LRT.

Section 2. Member Funding Commitment. Each Member agrees to timely pay such Member's share, as specified in these By-Laws, of the cost of planning, designing, constructing and operating the LRT. If a Member fails to timely pay a required payment, the unpaid balance of such payment shall bear interest at the rate of twelve percent (12%) per annum from the time such payment is due until all past due balances are paid. The interest paid shall not be treated as a contribution for purposes of reimbursement of Federal funding, distribution of the Corporation's assets upon dissolution, or otherwise.

Section 3. Capital Program. The Board of Directors shall adopt a Capital Program promptly after the Corporation is organized and the Capital Program shall be updated each year. Prior to the first day of October, the Board of Directors shall adopt an updated Capital Program and provide a copy of the updated Capital Program to each Member. One purpose of the Capital Program is to inform the Members of the projected amount of the annual LRT expenses for the upcoming Fiscal Year and each Member's share of the LRT expenses in accordance with Section 5 of this Article. If, after the Capital Program is provided to Members and prior to the Board of Directors providing a copy of the annual operating budget to the Members, the Board of Directors becomes aware that it is likely that there will be a substantial difference between the amount of each Member's share of the expenses for the next Fiscal Year and the amount of such expenses shown in the Capital Program for the next Fiscal Year, the Board of Directors shall promptly inform the Members of such difference.

Section 4. Annual Operating Budget. Prior to the first day of June, the Board of Directors shall (i) adopt the operating budget for the Corporation for the upcoming Fiscal Year along with a determination of each Member's share of the budgeted costs in accordance with Section 5 of this Article and (ii) provide to each Member a copy of the annual operating budget and the determination of the Members' shares. The annual operating budget adopted by the Board of Directors may include a contribution to the reserve provided for in Section 9 of this Article.

A. If a Member disputes that the Board of Directors has correctly determined such Member's share, such Member shall be entitled to have such matter decided by arbitration in accordance with the rules and procedures of the American Arbitration Association, except to the extent that the Board of Directors unanimously agrees to an alternate procedure for dispute resolution.

B. If during the course of the Fiscal Year, it appears that there will be a significant variance between (i) the budgeted costs and the actual costs, or (ii) the projected revenues from Federal funds and actual revenues received from Federal funds, the Board of Directors shall modify the annual operating budget and Capital Program and allocate such variance to the Members in the manner specified in Section 5 of this Article, and promptly notify each Member of any change in such Member's share. If the adjustment results in the increase of a Member's share, the Board of Directors shall notify the Member when such additional amount shall be paid.

Section 5. Allocation of Costs. The Board of Directors shall determine each party's share of the LRT costs for a Fiscal Year as follows:

A. Design and Construction Costs. Design and Construction costs to be paid during the Fiscal Year will be allocated as follows:

i. Regional design and construction costs will be allocated based upon the Design and Construction Miles %. The Components of the LRT that are currently classified as "regional" are light rail vehicles, the maintenance and storage facility, operations control center, bridge structures, and regional park and ride lots.

ii. Local design and construction costs will be allocated to the Member within whose boundaries the LRT Component being designed or constructed will be located. Design and construction costs that are not classified as regional are deemed to be local.

B. Operating Costs. Operating costs to be paid during the Fiscal Year will be allocated based upon the proportion of LRT miles within the Members' boundaries that are in Revenue Service or scheduled to be placed in Revenue Service during the Fiscal Year.

C. Other Costs. If costs arise that are not appropriate to allocate based upon the above methods because of their unusual nature, infrequent occurrence, or otherwise, the Board of Directors shall allocate such costs as it deems appropriate and fair to the Members.

D. Minimum Cost. If a party's share of the LRT costs for a Fiscal Year is determined under the preceding sub-sections to be less than \$50,000.00, such party's share of the LRT costs shall be \$50,000.00. The purpose of the Minimum Cost is so that all Members will contribute to payment of the overhead expense of the Corporation for matters such as the cost of meetings of the Board of Directors, administrative support to the Board of Directors, support to Members by the Rail Program Staff.

Section 6. Federal Funding. Most of the Federal funding that the Corporation anticipates receiving for the Minimum Operating Segment of the LRT is under the Section 5309 New Start program. This will require that the Members provide the funds to the Corporation to pay the costs for the design and construction of the LRT and be reimbursed for the portion (expected to be 50%) of those costs expended that are eligible for reimbursement from such Federal Funding. The Corporation shall credit payments received from Federal funding to the Members who paid eligible expenses during the earliest Fiscal Year that have not been fully reimbursed at the applicable Federal reimbursement percentage. Such payments shall be credited to the Members in proportion to the amount of eligible expenses paid by such Members during such Fiscal year. No payment shall be credited to a Member for eligible expenses paid in subsequent Fiscal Years until all Members have received credit at the applicable Federal reimbursement percentage for eligible expenses paid during prior Fiscal Years. This reimbursement method shall be applied in such a manner that each Member will receive the same percentage of reimbursements from Federal funding for the total amount of eligible expenses that were paid by such Member for the Minimum Operating Segment of the LRT.

Section 7. Activities Prior to Receiving Federal Funding Commitment. Notwithstanding any other provision of these bylaws, no member is obligated to provide funds to the corporation for construction of the LRT until such time as a full funding grant agreement, or its equivalent, is executed that provides for Federal Funding to pay a minimum of fifty percent of the costs expended that are eligible for reimbursement.

Section 8. Billing and Payment. The Corporation shall notify each Member of its share of the annual operating budget (including the reserve) thirty days in advance of the date the funds are required to be set aside. Each Member shall set aside for payment to the Corporation the amount of its share as follows: 25% on or before the first day of July of such Fiscal Year, 25% on or before the first day of October of such Fiscal Year, 25% on or before the first day of January, and 25% on or before the first day of March of such Fiscal Year. These amounts will be set aside at least ten (10) days prior to the date specified. Based on projected cash needs for the coming month, the Corporation shall give notice to the Members of the amount of funds to be paid from the funds that were set aside. Each Member shall pay to the Corporation the amount requested within 24 hours after receipt of the notice requesting payment. Prior to the beginning of each new quarter, the Corporation will adjust the amount to be requested for the upcoming quarter based on any balance remaining from the previous quarter.

Section 9. Reserve. The Board of Directors shall ensure that there is an appropriate project cash operating reserve for unexpected expenditures that may be incurred or delays in receiving Federal or other funding during such Fiscal Year. If the cash operating reserve falls below the level that the Board of Directors deems appropriate, the Board of Directors shall, in accordance with the procedure in Section 4.B of this Article, modify the annual operating budget and Capital Program and notify the Members of the increase in such Member's share and when such amount must be paid.

Section 10. Relief from Payment of Financial Obligation. If a Member is relieved from payment of its financial obligation to the Corporation as a matter of law, then the Corporation may suspend such Member's right to vote and participate in the affairs of the

Corporation until such time as the Member has paid the difference between the Member's share of the costs and the amount such Member has paid for such costs. Except as specifically excused as a matter of law, all other obligations of such Member shall remain in effect.

Section 11. Bookkeeping. The Corporation shall collect, deposit and account for funds that are due from the Members and are available for the LRT from other funding sources. All books and financial records of the Corporation shall be kept in accordance with generally accepted accounting principles. Interest will be applied monthly to each Member's account based on the allocation method used by the investment pool in which the LRT pooled cash account is invested. The interest rate applied will be the rate earned in the LRT pooled cash account. The Corporation shall account for the expenditure of funds received. The Corporation shall maintain audited records that are adequate to comply with the bookkeeping and auditing requirements of the Members, the Federal Transit Administration, and other funding sources. Monthly activity statements will be prepared by Rail Program Staff and forwarded to each Member for review. These statements will indicate dates and amounts of all Member payments into the accounts, each Member's proportionate share of any Federal grant funds received, and each Member's proportionate share of expenditures charged to the accounts. The statements will also indicate the allocation method, the interest rate applied, and the resulting interest earnings or expense added to the account balance.

Section 12. Suspension of Voting Rights for Nonpayment. If a Member fails to timely pay its financial obligations to the Corporation (including any financial obligations that a Member is relieved of paying under Section 10 of this Article), the Corporation may after 30 days notice to such delinquent Member suspend such Member's right to vote and participate in the affairs of the Corporation until such time as the financial obligations have been brought current. The remedy specified in this Section shall not be the sole remedy, but shall be in addition to all other remedies at law or equity that may be available to enforce payment of such Member's financial obligations to the Corporation.

Section 13. Initial Contribution. The Joint Powers Agreement provides that the Initial Members shall provide funds to be used to pay the expenses of planning, designing and constructing the LRT while the organization of the Corporation is being completed and the Board of Directors is adopting the initial Capital Program and the initial annual operating budget. Such payments by a Member shall be credited against such Member's share under the initial Capital Program and the initial annual operating budget that is adopted by the Board of Directors.

ARTICLE XI - OWNERSHIP OF LRT

The Corporation shall adopt and from time to time revise an overall plan which determines ownership of the Components that make up the LRT. Such plan shall comply with Federal Transit Administration requirements and take into account potential benefits such as sovereign immunity from liability and exemption from taxes. The plan may provide that Components are owned by the Corporation, Members (either individually or in combination with other Members), or other governmental entities. However, if Components that are essential to the continued operation of the LRT (such as rail rights of way) are not owned by the Corporation,

the Corporation shall assure that such Components will continue to be available to the LRT by suitable means, such as easements and contracts.

ARTICLE XII - RECORDS

Section 1. Review by Members. Each Member shall be entitled to review the Corporation's records upon reasonable notice and at reasonable times. This includes, but is not limited to, records of the Board of Directors, bookkeeping records, and records of operations (such as contracts). All reviews of records shall be done in such a way that they are not disruptive of the operations of the Corporation.

Section 2. Review by Federal Transit Administration. The Corporation shall make such of its records available to the Federal Transit Administration as is required under Federal law and regulations. In addition, the Board of Directors may make other portions of the Corporation's records available to the Federal Transit Administration as the Board of Directors deems appropriate.

Section 3. Review by Other Funding Sources. The Board of Directors may, to the extent that it deems appropriate, make all or part of the Corporation's records available to its funding sources.

Section 4. Public Records Law. The Corporation shall comply with A.R.S. § 39-121 et seq. ("Public Records Law") in maintaining and giving access to the records of the Corporation.

ARTICLE XIII - OPERATIONS

Section 1. Rail Program Staff. The Board of Directors shall determine whether to hire or arrange for the hiring of Rail Program Staff, or subcontract with independent contractors to obtain the services needed for the design, construction, and operation of the LRT. To the extent permitted by law, the Board of Directors shall have the broadest possible discretion as to the method of procuring the Rail Program Staff.

Section 2. Agreement with Valley Metro. It is contemplated that the Corporation will enter into an agreement with Valley Metro (formerly known as the RPTA) for Valley Metro to be the Employer of a portion of the Rail Program Staff.

Section 3. Risk Management. The Board of Directors shall determine what insurance coverage is appropriate to protect the Corporation, the Members, and the LRT from risks concerning the LRT and the Corporation shall obtain such insurance on behalf of the Members. In deciding what insurance coverage and indemnities are appropriate, the Board of Directors may elect to self-insure for all or a portion of such risks.

Section 4. Eminent Domain. When requested by the Board of Directors, each Member agrees to acquire real property within its boundaries or, if necessary, to exercise its power of eminent domain to acquire real property that the Board of Directors has determined is needed for the LRT. After the real property is acquired, the Member shall grant an easement or other appropriate property right to the Corporation and its successors to allow such property to be used by the LRT. It is acknowledged that the use of any real property acquired pursuant to this Section shall be a public use as allowed by law and is for the benefit of the Member acquiring the property as well as the overall community.

Section 5. Use of Governmental Powers. When requested by the Board of Directors, each Member agrees to exercise its municipal and other governmental powers within its own boundaries to assist the Board of Directors in carrying out the terms of this Agreement. This includes but is not limited to relocating public utilities as required by the LRT construction and controlling traffic in the vicinity of LRT construction and operation.

Section 6. Procurement. The Corporation shall adopt procurement procedures that are consistent with Arizona Revised Statutes, Title 34 and applicable Federal procurement requirements.

Section 7. Extension of LRT. The Corporation shall undertake an extension of the LRT when the following have occurred:

A. Such extension has been incorporated into the Federally approved, regionally adopted long range transportation plan and transportation improvement program.

B. Funding is available to pay the cost of such extension (including funding to be provided by the Member within whose boundaries the extension lies). The cost of such extension shall include an allocation to reimburse the Members for the portion of the regional costs expended in construction of the LRT that should be attributed to such extension.

ARTICLE XIV – AMENDMENT OF BY-LAWS

These By-Laws may be amended by the Board of Directors by a vote of 75% of the Weighted Votes with at least three Directors voting in favor of the amendment.

ARTICLE XV – INTERPRETATION OF BY-LAWS

Section 1. Interpretation. If an issue arises as to the interpretation of any provision of these By-Laws, the Board of Directors shall determine the interpretation of such provision by a majority of the Weighted Votes. Such interpretation shall be binding upon all Members, so long as the Board of Directors acted in good faith and the interpretation is reasonable.

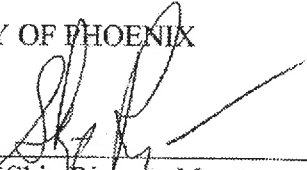
Section 2. Agreement of Members. The Articles, By-Laws, and the Joint Powers Agreement between the Members together constitute a “Member agreement” under A.R.S. § 10-3732 and it is the intention of the Members that the Articles and By-Laws be enforceable

pursuant to A.R.S. § 10-3732 notwithstanding that certain provisions of the Articles or By-Laws may be inconsistent with A.R.S. § 10-3101 et seq. (Arizona's nonprofit corporation law). The Member agreement was approved by all Initial Members. The Member agreement shall be subject to amendment as provided in the Articles and By-Laws and shall be valid for the duration of the Corporation's existence. The Member agreement shall be binding upon any cities, towns, counties and Indian tribes that are admitted as Members after the Initial Members.

DATED 10/30/02


CITY OF PHOENIX

By


Skip Rimsza, Mayor


CITY OF TEMPE

By


Len Copple, Councilmember

CITY OF MESA

By


Keno Hawker, Mayor

CITY OF GLENDALE

By

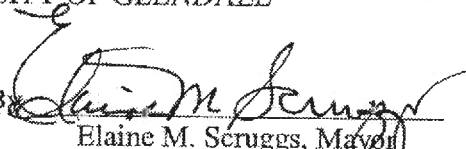

Elaine M. Scruggs, Mayor

EXHIBIT A

INITIAL WEIGHTED VOTES
2003

CATEGORY	CITY	%
Funding* (50%)	Phoenix	33%
	Tempe	14%
	Mesa	3%
	Glendale	0%
	Total	50%
Mileage (40%)	Phoenix	26%
	Tempe	11%
	Mesa	3%
	Glendale	0%
	Total	40%
Planned Miles with Local Funding (10%)	Phoenix	6%
	Tempe	1%
	Mesa	0%
	Glendale	3%
	Total	10%
Total Votes	Phoenix	65%
	Tempe	26%
	Mesa	6%
	Glendale	3%
	Total	100%
Total Votes with 50% Maximum	Phoenix	50%
	Tempe	37%
	Mesa	9%
	Glendale	4%
	Total	100%

* Based on FY 2003 Cash Flow Analysis by Funding Source, May 2002. Costs shared according to adopted regional/local formula.

AZ. CORP. COMMISSION

FILED

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SEP 27 2002

deapchoma
APPH. TERM DATE 9-27-2002

ARTICLES OF INCORPORATION

OF

VALLEY METRO RAIL, INC.

We, the undersigned, have this day associated ourselves together for the purpose of forming a non-profit corporation under the Arizona nonprofit corporation act (A.R.S. § 10-3101 et seq.), and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be VALLEY METRO RAIL, INC. and its principal place of business shall be in Maricopa County, Arizona. The street address of the known place of business shall be as follows:

411 N. Central Ave., Suite 200
Phoenix, Arizona 85004

ARTICLE II

The Corporation is organized under A.R.S. § 11-952 which authorizes cities and other public agencies to form a nonprofit corporation to jointly exercise their powers, and under the Urban Mass Transportation Systems Act and more specifically A.R.S. § 40-1152 which authorizes governmental entities to jointly form a nonprofit corporation to provide public transportation services. The initial Members have entered into a Joint Powers Agreement (that has been recorded with the Maricopa County Recorder at recording number 2002-0992011) which provides that this Corporation be organized as the instrumentality to plan, design, construct, and operate the Light Rail Transit Project ("LRT"). The intended activity of the Corporation is to plan, design, construct, and operate the LRT.

ARTICLE III

The Corporation shall have Members. The initial Members shall be the cities of Phoenix, Tempe, Mesa, and Glendale. Additional Members may be admitted in accordance with the By-Laws.

ARTICLE IV

The Corporation is organized for purposes other than profit and shall have no authorized or outstanding stock of any kind, class or description. No earnings or profits of the Corporation nor any other property rights shall inure to the benefit of any private individual, but all such earnings and property of the Corporation shall be used for the furtherance of the purposes of the Corporation.

ARTICLE V

Subject to limitations imposed by law, no director of the Corporation shall be liable to the Corporation for money damages for any action taken or any failure to take any action as a director. To the extent permitted or required by law, the Corporation shall indemnify an officer or director from any liability or expense sought or imposed because such person is made a party to a proceeding because such person is an officer or director of the Corporation.

ARTICLE VI

In the event of dissolution of the Corporation, all of its assets shall be transferred to a governmental entity, non-profit corporation or other non-profit entity to continue to plan, design, construct, and operate the LRT if the Board of Directors determines that continuation of the LRT is feasible and desirable. If the Board of Directors determines that it is not feasible or desirable to continue the LRT, then the assets shall be returned to the Members in proportion to their contributions to the Corporation. In such event, the real property that is within a Member's boundaries shall be returned to such Member and credited to such Member's share of the assets to be returned.

ARTICLE VII

Each Member shall appoint a Representative to act on behalf of such Member as to all matters concerning the Corporation and each Member shall appoint Alternate Representatives who may act when a Representative is not available. The method of naming and replacing Representatives and Alternate Representatives shall be set forth in the By-Laws. Each Member's Representative shall be a director and the Board of Directors shall consist of the Representatives of all of the Members. The names and addresses of the initial Representatives of the Members, who shall serve as the initial Board of Directors, are as follows:

Hon. Skip Rimsza, Mayor
City of Phoenix
200 W. Washington Street, 11th Floor
Phoenix, AZ 85003

Hon. Neil G. Giuliano, Mayor
City of Tempe
31 E. Fifth Street
Tempe, AZ 85281

Hon. Keno Hawker, Mayor
City of Mesa
20 E. Main Street
Mesa, AZ 85201

Hon Elaine M. Scruggs, Mayor
City of Glendale
5850 W. Glendale Avenue
Glendale, AZ 85301

ARTICLE VIII

All matters to be decided by the Board of Directors or by the Members shall be decided by weighted voting. Each Representative shall have the same number of Weighted Votes when such Representative is voting as a director as when such Representative is voting on behalf of a Member. The method of calculating the Weighted Votes of the Members and directors shall be set forth in the By-Laws. The initial number of Weighted Votes of the Members and directors is as follows:

City of Glendale	4 votes
City of Mesa	9 votes
City of Phoenix	50 votes
City of Tempe	37 votes

ARTICLE IX

These articles may be amended by the Board of Directors by a vote of 75% of the Weighted Votes with at least three Directors voting in favor of the amendment.

ARTICLE X

The names and addresses of the incorporators are as follows:

Frank Fairbanks, City Manager
City of Phoenix
200 W. Washington Street, 12th Floor
Phoenix, AZ 85003

Will Manley, City Manager
City of Tempe
51 E. Fifth Street
Tempe, AZ 85281

Michael T. Hutchinson, City Manager
City of Mesa
20 E. Main Street, #750
Mesa, AZ 85201

Ed Beaseley, City Manager
City of Glendale
5850 W. Glendale Avenue, Ste. 431
Glendale, AZ 85301

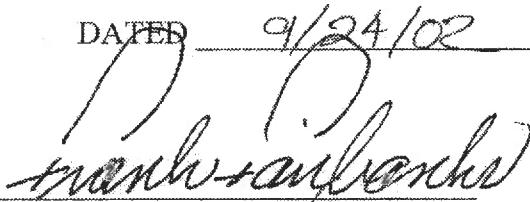
ARTICLE XI

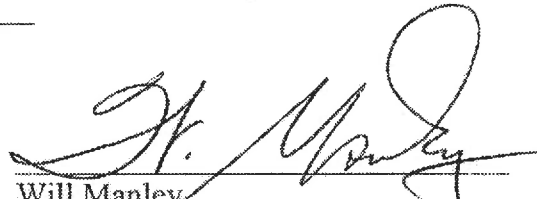
The Members intend to take advantage of A.R.S. § 10-3732, which authorizes the members of a non-profit corporation to adopt in a member agreement provisions concerning the management of the Corporation which would otherwise be inconsistent with the Arizona non-profit corporation act (A.R.S. § 10-3101 et seq.). These Articles, the By-Laws, and the Joint Powers Agreement that the initial Members have entered into together constitute a "Member agreement" under A.R.S. § 10-3732 and it is the intention of the Members that the Articles and By-Laws be enforceable pursuant to A.R.S. § 10-3732. The Member agreement was approved by all Members. The Member agreement shall be subject to amendment as provided in the Articles and By-Laws and shall be valid for the duration of the Corporation's existence. The Member agreement shall be binding upon any Members that are admitted after the initial Members.

ARTICLE XII

The name and address of the initial statutory agent of the Corporation is Ronald K. Blake, 3110 South Rural Road, Suite 102, Tempe, Arizona 85282.

DATED 9/24/02

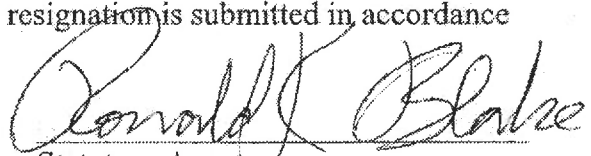

Frank Fairbanks


Will Manley


Michael T. Hutchinson


Ed Beaseley

I, Ronald K. Blake, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.


Statutory Agent

ARIZONA CORPORATION COMMISSION
CORPORATIONS DIVISION

Phoenix Address: 1300 West Washington
Phoenix, Arizona 85007-2929

Tucson Address: 400 West Congress
Tucson, Arizona 85701-1347

NONPROFIT
CERTIFICATE OF DISCLOSURE
A.R.S. Section 10-3202.D.

VALLEY METRO RAIL, INC.
EXACT CORPORATE NAME

- A. Has any person serving either by election or appointment as officer, director, trustee, or incorporator in the corporation:
1. Been convicted of a felony involving a transaction in securities, consumer fraud or antitrust in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 2. Been convicted of a felony, the essential elements of which consisted of fraud, misrepresentation, theft by false pretenses, or restraint of trade or monopoly in any state or federal jurisdiction within the seven-year period immediately preceding the execution of this Certificate?
 3. Been or are subject to an injunction, judgment, decree or permanent order of any state or federal court entered within the seven-year period immediately preceding the execution of this Certificate wherein such injunction, judgment, decree or permanent order:
 - (a) Involved the violation of fraud or registration provisions of the securities laws of that jurisdiction?; or
 - (b) Involved the violation of the consumer fraud laws of that jurisdiction?; or
 - (c) Involved the violation of the antitrust or restraint of trade laws of that jurisdiction?

Yes ___ No X

B. IF YES, the following information MUST be attached:

1. Full name and prior name(s) used.
2. Full birth name.
3. Present home address.
4. Prior addresses (for immediate preceding 7-year period).
5. Date and location of birth.
6. Social Security number.
7. The nature and description of each conviction or judicial action, date and location, the court and public agency involved and file or cause number of case.

- C. Has any person serving either by election or appointment as an officer, director, trustee or incorporator of the corporation, served in any such capacity or held such interest in any corporation which has been placed in bankruptcy or receivership or had its charter revoked, or administratively dissolved by any jurisdiction?

Yes ___ No X

IF YOUR ANSWER TO THE ABOVE QUESTION IS "YES", YOU MUST ATTACH THE FOLLOWING INFORMATION FOR EACH CORPORATION:

1. Name and address of the corporation.
2. Full name, including alias and address of each person involved.
3. State(s) in which the corporation:
 - (a) Was incorporated.
 - (b) Has transacted business.
4. Dates of corporate operation.
5. A description of the bankruptcy, receivership or charter revocation, including the date, court or agency and the file or cause number of the case.

D. The fiscal year end adopted by the corporation is June 30.

Under penalties of law, the undersigned incorporators/officers declare that we have examined this Certificate, including any attachments, and to the best of our knowledge and belief it is true, correct and complete, and hereby declare as indicated above. THE SIGNATURE(S) MUST BE DATED WITHIN THIRTY (30) DAYS OF THE DELIVERY DATE.

BY Frank Fairbanks DATE 9-18-02
TITLE Frank Fairbanks/Incorporator

BY W. Manley DATE 9/19/02
TITLE W. Manley/Incorporator

BY Michael T. Hutchinson DATE 9/20/02
TITLE Michael T. Hutchinson/Incorporator

BY Ed Beaseley DATE 9/24/02
TITLE Ed Beaseley/Incorporator

DOMESTIC CORPORATIONS: ALL INCORPORATORS MUST SIGN THE INITIAL CERTIFICATE OF DISCLOSURE. (If more than four incorporators, please attach remaining signatures on a separate sheet of paper.)

If within sixty days, any person becomes an officer, director, or trustee and the person was not included in this disclosure, the corporation must file an AMENDED certificate signed by all incorporators, or if officers have been elected, by a duly authorized officer.

FOREIGN CORPORATIONS: MUST BE SIGNED BY AT LEAST ONE DULY AUTHORIZED OFFICER OF THE CORPORATION.

CF: 0001 - Non-Profit

Rev: 9/00

1505 N. Central Avenue, Suite 200, Phoenix, Arizona 85004-1725
Telephone (602) 417-9900 / Fax (602) 417-9910

RECEIVED

OCT 18 2002

ARIZONA CORP. COMMISSION
CORPORATIONS DIVISION

RONALD K. BLAKE
RONALD K BLAKE PC
3110 S RURAL RD #102
TEMPE, AZ 85282

RR#: 451888

AFFIDAVIT OF PUBLICATION

Reference #:
Notice Type: AI Articles of Incorporation
Ad Description: VALLEY METRO RAIL, INC.

ARTICLES OF INCORPORATION

VALLEY METRO RAIL, INC.
We, the undersigned, have this day associated ourselves together for the purpose of forming a non-profit corporation under the Arizona nonprofit corporation act (A.R.S. §10-3101 et seq.), and for that purpose do hereby adopt these Articles of Incorporation.

ARTICLE I

The name of the corporation shall be VALLEY METRO RAIL, INC., and its principal place of business shall be in Maricopa County Arizona. The street address of the known place of business shall be as follows: 411 N Central Ave., Suite 200 Phoenix, Arizona 85004

ARTICLE II

The Corporation is organized under A.R.S. §11-952 which authorizes cities and other public agencies to form a nonprofit corporation to jointly exercise their powers, and under the Urban Mass Transportation Systems Act and more specifically A.R.S. §40-1152 which authorizes governmental entities to jointly form a nonprofit corporation to provide public transportation services. The initial Members have entered into a Joint Powers Agreement (that has been recorded with the Maricopa County Recorder at recording number 2002-0992011) which provides that this Corporation be organized as the instrumentality to plan, design, construct, and operate the Light Rail Transit Project ("LRT"). The intended activity of the Corporation is to plan, design, construct, and operate the LRT.

ARTICLE III

The Corporation shall have Members. The initial Members shall be the cities of Phoenix, Tempe, Mesa, and Glendale. Additional Members may be admitted in accordance with the By-Laws.

ARTICLE IV

The Corporation is organized for purposes other than profit and shall have no authorized or outstanding stock of any kind, class or description. No earnings or profits of the Corporation nor any other property rights shall inure to the benefit of any private individual, but all such earnings and property of the Corporation shall be used for the furtherance of the purposes of the Corporation.

ARTICLE V

Subject to limitations imposed by law no director of the Corporation shall be liable to the Corporation for money damages for any action taken or any failure to take any action as a director. To the extent permitted or required by law, the Corporation shall indemnify an officer or director from any liability or expense sought or imposed because such person is made a party to a proceeding because such person is an officer or director of the Corporation.

ARTICLE VI

In the event of dissolution of the Corporation, all of its assets shall be transferred to a governmental entity, non-profit corporation or other non-profit entity to continue to plan, design, construct, and operate the LRT if the Board of Directors

determines that continuation of the LRT is feasible and desirable. If the Board of Directors determines that it is not feasible or desirable to continue the LRT, then the assets shall be returned to the Members in proportion to their contributions to the Corporation. In such event, the real property that is within a Member's boundaries shall be returned to such Member and credited to such Member's share of the assets to be returned.

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31 E. Fifth Street
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20 E. Main Street
Mesa, AZ 85201
- Hon. Elaine M. Scruggs, Mayor
City of Glendale
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All matters to be decided by the Board of Directors or by the Members shall be decided by weighted voting. Each Representative shall have the same number of Weighted Votes when such Representative is voting as a director as when such Representative is voting on behalf of a Member. The method of calculating the Weighted Votes of the Members and directors shall be set forth in the By-Laws. The initial number of Weighted Votes of the Members and directors is as follows:

- City of Glendale, 4 votes
- City of Mesa, 9 votes
- City of Phoenix, 50 votes
- City of Tempe, 37 votes

ARTICLE IX

These articles may be amended by the Board of Directors by a vote of 75% of the Weighted Votes with at least three Directors voting in favor of the amendment.

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The names and addresses of the incorporators are as follows:
Frank Fairbanks, City Manager
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200 W. Washington Street, 12th Floor
Phoenix, AZ 85003
Will Manley, City Manager
City of Tempe
51 E. Fifth Street
Tempe, AZ 85281
Michael T. Hutchinson, City Manager
City of Mesa
20 E. Main Street, #750
Mesa, AZ 85201

I, WENDY COOPER, am authorized by the publisher as agent to make this affidavit. Under oath, I state that the following is true and correct.

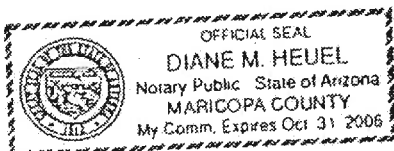
THE RECORD REPORTER is a newspaper of general circulation published Monday, Wednesday and Friday except legal holidays, in the County of Maricopa, State of Arizona. The copy hereto attached is a true copy of the advertisement as published on the following dates:

10/14/02, 10/16/02, 10/18/02

Wendy Cooper

Subscribed and sworn to before me on the 18th day of October, 2002

Diane M Heuel



Ed Beaseley, City Manager
City of Glendale
5850 W. Glendale Avenue, Ste. 431
Glendale, AZ 85301

ARTICLE XI

The Members intend to take advantage of A.R.S. §10-3732, which authorized the members of a non-profit corporation to adopt in a member agreement provisions concerning the management of the Corporation which would otherwise be inconsistent with the Arizona non-profit corporation act (A.R.S. §10-3101 et seq.). These Articles, the By-Laws, and the Joint Powers Agreement that the initial Members have entered in to together constitute a "Member agreement" under A.R.S. §10-3732 and it is the intention of the Members that the Articles and By-Laws be enforceable pursuant to A.R.S. §10-3732. The Member agreement was approved by all Members. The Member agreement shall be subject to amendment as provided in the Articles and By-Laws and shall be valid for the duration of the Corporation's existence. The Member agreement shall be binding upon any Members that are admitted after the initial Members.

ARTICLE XII

The name and address of the initial statutory agent of the Corporation is Ronald K. Blake, 3110 South Rural Road, Suite 102, Tempe, Arizona 85282.

Dated: 9-24-02

/s/Frank Fairbanks

/s/Michael T. Hutchinson

/s/Will Marley

/s/Ed Beaseley

I, Ronald K. Blake, having been designated to act as Statutory Agent, hereby consent to act in that capacity until removal or resignation is submitted in accordance with the Arizona Revised Statutes.

/s/Ronald K. Blake

Statutory Agent

10/14/02, 10/16/02, 10/18/02

RR- 451888#



Legislation Description

File #: 15-495, **Version:** 1

AUTHORIZATION TO ENTER INTO AN AGREEMENT WITH KARY ENVIRONMENTAL SERVICES, INC., FOR HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into an agreement with Kary Environmental Services, Inc., for Household Hazardous Waste (HHW) Management Services in an amount not to exceed \$60,000 per fiscal year. This request also authorizes the City Manager to renew the agreement, at the City Manager's discretion, for an additional four years, renewable on an annual basis, in an amount not to exceed \$300,000 over the term of the agreement.

Background

The Solid Waste Division provides a special service for the proper collection and disposal of HHW from residents of Glendale. The division holds two collection periods annually, which contributes towards the environmental health and safety of its residents.

A Request for Proposals (RFP 15-44) for Household Hazardous Waste Management Services was advertised on March 5, 2015. Three companies provided responses for this service. Kary Environmental Services, Inc. offered the most responsive, responsible proposal.

Analysis

This agreement will allow the City of Glendale to continue to provide HHW collection services for proper collection and disposal of hazardous materials from residents of Glendale. Annually, participation from residents averages 800 households, and removes six tons of hazardous materials from the waste stream of which three tons are recycled.

Prior year services were implemented through intergovernmental agreements with both the State of Arizona and Maricopa County in an amount under \$50,000 annually.

Community Benefit/Public Involvement

This agreement for collection and disposal of household hazardous waste provides the residents a safe method to dispose of household hazardous waste items and protects the environment. This program is offered to residents at no additional cost to their monthly Water/Sanitation bill.

Budget and Financial Impacts

Funding is available in the fiscal year 2015-16 Public Works operating and maintenance budget. Expenditures with Kary Environmental Services Inc., are not to exceed \$60,000 per fiscal year, and \$300,000 over the term of the agreement, contingent upon Council budget approval.

Cost	Fund-Department-Account
\$60,000	2440-17740-522000, Household Hazardous Waste Collections

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**AGREEMENT FOR
HOUSEHOLD HAZARDOUS WASTE (HHW) MANAGEMENT SERVICES**

City of Glendale Solicitation No. RFP 15-44

This Agreement for Household Hazardous Waste (HHW) Management Services ("Agreement") is effective and entered into between CITY OF GLENDALE, an Arizona municipal corporation ("City"), and Kary Environmental Services, Inc., an Arizona corporation, authorized to do business in Arizona, (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**, pursuant to Solicitation No. RFP 15-44 (the "Project");
- B. City desires to retain the services of Contractor to perform those specific duties and produce the specific work as set forth in the Project attached hereto;
- C. City and Contractor desire to memorialize their agreement with this document.

AGREEMENT

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

1. Key Personnel; Sub-contractors.

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

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

d. Sub-contractors.

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

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

3. **Contractor's Work.**

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

3.2 Licensing. Contractor warrants that:

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

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

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

3.4 Coordination: Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Contractor will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Subject to any limitations expressly stated in the Project Budget, Contractor will meet to review the Project, Schedule, Project Budget, and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Contractor will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

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

4. **Compensation for the Project.**

- 4.1 Compensation. Contractor's compensation for the Project, including those furnished by its Sub-contractors will not exceed \$60,000 annually or \$300,000 for the term 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 or as specified in the solicitation.

5.2 Payment.

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

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

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

6. Termination.

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

- a. Contractor will be equitably compensated for 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) This commercial general liability insurance must include independent contractors' liability, contractual liability, broad form property coverage, XCU hazards if requested by the City, and a separation of insurance provision.
 - (4) These limits may be met through a combination of primary and excess liability coverage.
- c. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Contractor and \$1,000,000 per accident for Sub-contractors and covering owned, non-owned and hired automobiles.
- d. Workers' Compensation and Employer's Liability. A workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.
- e. Notice of Changes. Contractor's Policies must provide for not less than 30 days' advance written notice to City Representative of:
 - (1) Cancellation or termination of Contractor or Sub-contractor's Policies;
 - (2) Reduction of the coverage limits of any of Contractor or and Sub-contractor's Policies; and
 - (3) Any other material modification of Contractor or Sub-contractor's Policies related to this Agreement.
- f. Certificates of Insurance.
 - (1) Within 10 business days after the execution of the Agreement, Contractor must deliver to City Representative certificates of insurance for each of Contractor and Sub-contractor's Policies, which will confirm the existence or issuance of Contractor and Sub-contractor's Policies in accordance with the provisions of this section, and copies of the endorsements of Contractor and Sub-contractor's Policies in accordance with the provisions of this section.
 - (2) City is and will be under no obligation either to ascertain or confirm the existence or issuance of Contractor and Sub-contractor's Policies, or to examine Contractor and Sub-contractor's Policies, or to inform Contractor or Sub-contractor in the event that any coverage does not comply with the requirements of this section.

- (3) Contractor's failure to secure and maintain Contractor Policies and to assure Sub-contractor policies as required will constitute a material default under the Agreement.
- g. Other Contractors or Vendors.
- (1) Other contractors or vendors that may be contracted with in connection with the Project must procure and maintain insurance coverage as is appropriate to their particular contract.
 - (2) This insurance coverage must comply with the requirements set forth above for Contractor's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- h. Policies. Except with respect to workers' compensation and employer's liability coverages, City must be named and properly endorsed as additional insureds on all liability policies required by this section.
- (1) The coverage extended to additional insureds must be primary and must not contribute with any insurance or self insurance policies or programs maintained by the additional insureds.
 - (2) All insurance policies obtained pursuant to this section must be with companies legally authorized to do business in the State of Arizona and reasonably acceptable to all parties.

8.2 Sub-contractors.

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

8.3 Indemnification.

- a. To the fullest extent permitted by law, Contractor must defend, indemnify, and hold harmless City and its elected officials, officers, employees and agents (each, an "Indemnified Party," collectively, the "Indemnified Parties"), for, from, and against any and all claims, demands, actions, damages, judgments, settlements, personal injury (including sickness, disease, death, and bodily harm), property damage (including loss of use), infringement, governmental action and all other losses and expenses, including attorneys' fees and litigation expenses (each, a "Demand or Expense"; collectively, "Demands or Expenses") asserted by a third-party (i.e. a person or entity other than City or Contractor) and that arises out of or results from the breach of this Agreement by the Contractor or the Contractor's negligent actions, errors or omissions (including any Sub-contractor or other person or firm employed by Contractor), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Contractor shall be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Contractor or of any person or entity for whom Contractor is responsible.

- c. Contractor is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Contractor, and on behalf of any subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under subsection 9.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Contractor or subcontractor employee who performs work under this Agreement to ensure that the Contractor or any subcontractor is compliant with the warranty under subsection 9.1 above.
- 9.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 9.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Contractor agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Contractor and expressly accrue those obligations directly to the benefit of the City. Contractor also agrees to require any subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Contractor's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. 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:

Kary Environmental Services, Inc.
c/o Jerome A. Kryn, Senior Project Manager
641 South Drew Street
Mesa, AZ 85210

- 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 Bill Sterling
6210 W. Myrtle Avenue, #111
Glendale, Arizona 85301
623-930-2619

With required copy to:

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

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

- c. Concurrent Notices.

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

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

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

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

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

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

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

12.2 Interpretation.

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

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

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

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

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

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

13. **Term.** The term of this Agreement commences upon the effective date and continues for a one (1)-year initial period. The City may, at its option and with the approval of the Contractor, extend the term of this Agreement an additional four years, renewable on an annual basis. Contractor will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period and will be a determining factor for renewal. 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: Richard A. Bowers
Its: Acting City Manager

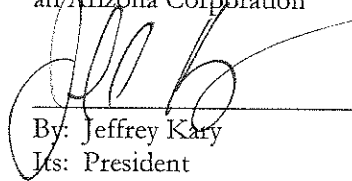
ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

Kary Environmental Services, Inc.,
an Arizona Corporation



By: Jeffrey Kary
Its: President

EXHIBIT A
HOUSEHOLD HAZARDOUS WASTE (HHW) MANAGEMENT SERVICES
PROJECT

Project

Contractor to provide the services for the collection and disposal of City residential hazardous waste materials twice annually from the scheduled route of the city of Glendale residential homes, transfer materials to the designated site, within the city of Glendale landfill facility. Sort and separate materials accordingly, and remove all hazardous materials (unless notified differently from the city) in a safe manner for proper disposal in compliance with all federal, state, county and City requirements as described in the city of Glendale's Solicitation Number RFP 15-44.

EXHIBIT B
HOUSEHOLD HAZARDOUS WASTE (HHW) MANAGEMENT SERVICES
COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

By bid; payment terms are provided in section 5 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 during the entire term of the Project must not exceed \$60,000 annually or \$300,00 for the term of the contract.

DETAILED PROJECT COMPENSATION

As described on following pages, per RFP 15-44.



SOLICITATION NUMBER: RFP 15-44

RESIDENTIAL HAZARDOUS WASTE MANAGEMENT SERVICES

CITY OF GLENDALE
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

4.0

OFFER SHEET

4.1 OFFER Offeror certifies that they have read, understand, and will fully and faithfully comply with this solicitation, its attachments and any referenced documents. Offeror also certifies that the prices offered were independently developed without consultation with any of the other Offerors or potential Offerors.

Jerome A. Kryn
Authorized Signature
Jerome A. Kryn
Printed Name
Senior Project Manager
Title
(480) 945-0009
Telephone Number
jerryk@karyenvironmental.com
Authorized Signature Email Address
Kary Environmental Services, Inc.
Company's Legal Name
641 South Drew Street
Address
Mesa, Arizona, 85210
City, State & Zip Code
(480) 945-8599
FAX Number
March 23, 2015
Date

For questions regarding this offer: (If different from above)

See Above

Contact Name
Phone Number
Fax Number
Email Address

FEDERAL TAXPAYER ID NUMBER: 86-0694862

Arizona Sales Tax No. 20105729
Tax Rate 8.05%
(1.75 to City of Mesa 5.6% to State and 0.7 remitted to Maricopa County)
Offeror certifies it is a: Proprietorship Partnership Corporation X

Minority or woman owned business: Yes No X

KARY ENVIRONMENTAL SERVICES, INC.

Waste Category	BAFO Cost per pound	* Waste Mgmt Method	** Handling Method
Flammable Solids	1.5	FT	LO
Flammable Liquids	1.5	FT	LO
Bulked Flammable Liquids	0.75	FT	BU
Oil-based Paint & Related	1.5	FT	LO
Poison Solids	1.5	FT	LO
Poison Liquids	1.5	FT	LO
Reactives	9.82	DI	LP
Inorganic Acid	1.88	NE	LO
Organic Acid	3.78	DI	LO
Inorganic Base	1.88	NE	LO
Organic Base	3.78	DI	LO
Neutral Oxidizer	4.06	DI	LP
Organic Peroxide	4.06	DI	LP
Oxidizing Acid	4.06	DI	LP
Oxidizing Base	4.06	DI	LP
Ammonium Nitrate Fertilizers	4.06	DI	LP
Corrosive Aerosols	2.8	DI	LO
Flammable Aerosols	1.6	FT	LO
Poison Aerosols	1.78	FT	LO
Antifreeze	0.6	R	BU
Latex Paint (Recyclable)	0.7	R	BU
Latex Paint (Non-recyclable)	0.36	LF	PA
Lead Acid	0.35	R	PA
Batteries (Auto)	0.35	R	PA
Motor Oil	0.2	R	BU
Oil filters	0.88	R	LO
Mercury	13.76	R	LO
Mercury containing devices / novelties	13.76	R	LO
Fluorescent Light Tubes (intact)	0.76	R	LO
Fluorescent Light Tubes (broken)	1.94	R	LO
Compact	1.04	R	LO
Fluorescent Lights	1.04	R	LO
Household Batteries - Alkaline	1.74	R	LO
Batteries - Lead Acid	0.32	R	PA
Batteries - Nickel-Cadmium	0.75	R	LO
Batteries - Mercury	10.14	R	LO
Batteries - Lithium	14.9	R	LO
Electronic Ballasts	0.48	R	LO
Class 9 Non- RCRA Solids	1.46	FT	LO
Class 9 Non - RCRA Liquids	1.46	FT	LO
Propane Cylinders	9.04	R	LO
Helium Tanks	7.89	R	LO
Oxygen Tanks	24.5	R	LO
Empty Containers	0.36	R	PA
Automotive Batteries (40 pounds)	9	R	PA

Technician I	26		
Technician II	27		
Technician III	30		
Technician IV	34		
Equipment Operator	42		
Field Services Manager	49		
Other:			
Sr. Project Manager (as required)	60		
Administrative (as required)	24		

EXHIBIT C
HOUSEHOLD HAZARDOUS WASTE (HHW) MANAGEMENT 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.

EVALUATION CONSENSUS
RFP 15-44, HOUSEHOLD HAZARDOUS WASTE MANAGEMENT SERVICES

	Experience and Qualifications 45%	Method of Approach 30%	Cost 25%	BAFO Cost 25%	MAXIMUM POINTS AWARDED	BAFO MAXIMUM POINTS AWARDED
TOTAL POINTS AWARDED FOR EACH CATEGORIES	450	300	250	250	1000	1000
Kary Environmental Services	395	285	164	166	844	846
Heritage Environmental	331	233	199	0	763	763
US Ecology	297	227	171	0	694	694
Stericycle	410	277	154	155	841	842

AWARD DETERMINATION

Award is recommended to:

KARY ENVIRONMENTAL SERVICES: is deemed to be responsible and responsive offeror's whose proposal is determined in writing to be the most advantageous to the City and best meets the overall needs of the City taking into consideration the evaluation factors set forth in the request for proposals.



Legislation Description

File #: 15-500, Version: 1

AUTHORIZATION TO ENTER INTO AMENDMENT NO. 1 TO THE LINKING AGREEMENT WITH EMPIRE SOUTHWEST, LLC AND AUTHORIZATION FOR COOPERATIVE PURCHASE OF A CATERPILLAR LOADER FOR THE GLENDALE MATERIALS RECOVERY FACILITY

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the Acting City Manager to enter into Amendment No. 1 to the linking agreement with Empire Southwest, LLC and authorize the cooperative purchase of a Caterpillar 950M loader for the Glendale Materials Recovery Facility (MRF) in an amount not to exceed \$362,969.

Background

The loader is equipment used by MRF staff to process recyclables received at the MRF on a daily basis. The MRF received approximately 15,000 tons of recyclables in fiscal year (FY) 2013-14 and processed approximately 24,000 tons of recyclable material in FY 2014-15.

Empire was awarded Contract No. 120377 by the City of Tucson through the National Intergovernmental Purchasing Alliance (National-IPA) Master Intergovernmental Cooperative Purchasing Agreement. All agreements offered through the National-IPA have been awarded through a Request for Proposal (RFP) competitive solicitation by a public Principal Procurement Agency (PPA). The PPA's for Arizona are the City of Tucson and Maricopa County.

The City of Tucson Master Intergovernmental Cooperative Purchasing Agreement is accessible for use by Glendale through Council adoption of resolution 4686 New Series authorizing and directing the city's participation in the National-IPA for the purpose of making cooperative purchases. This contract provides the best pricing available for the purchase of the Caterpillar 950M loader.

Materials Management and the City Attorney's Office have reviewed and approve the action to cooperatively utilize the City of Tucson contract through National-IPA for the purchase of a Caterpillar loader.

Analysis

In 2009, MRF staff downsized the Caterpillar loader from a 950G to a smaller 938G to reduce operating expense due to a reduction in incoming material at the MRF. The smaller 938G loader was acquired from the Streets Division during downsizing of city operations. The 938G loader has been in service for over 10 years and no longer meets the needs of the MRF due to an increase in the volume of material processed, as well as the need for faster production times. As such, staff is requesting to replace the outdated and smaller loader and purchase the larger 950M loader to meet production needs at the MRF. Replacement of the loader is

programmed in the Landfill enterprise fund FY 2015-16 capital improvement plan for MRF operations.

Previous Related Council Action

On February 24, 2015, Council authorized the cooperative purchase of a Caterpillar trash compactor from Empire Southwest, LLC for the Glendale Municipal Landfill in an amount not to exceed \$1,119,512.82, C-9713.

On June 11, 2013, Council adopted resolution No. 4686 New Series to allow the use of National-IPA cooperative purchasing agreements for the City of Glendale.

Community Benefit/Public Involvement

The MRF is an environmentally sound and long-term solution to solid waste management. The processing of recyclables contributes to the reduction of waste entering the landfill thus creating the opportunity for the extended life of the landfill. This component is essential to the future health, welfare and prosperity of Glendale residents.

The equipment will be used to receive and process recyclables delivered at the MRF in a safe and cost effective manner.

Budget and Financial Impacts

Funds for this purchase are available in the FY 2015-16 capital improvement plan of the Landfill Enterprise Fund. The operating and maintenance costs associated with this purchase will be absorbed by the MRF operating budget.

Cost	Fund-Department-Account
\$362,969	2440-78521-551400, MRF Loader Replacement

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
EMPIRE SOUTHWEST, LLC
(CONTRACT NO. C-9713)

This Amendment No. 1 ("Amendment") to the Linking Agreement ("Agreement") by and between the City of Glendale, an Arizona municipal corporation ("City") and Empire Southwest, LLC ("Contractor") is made this _____ day of _____, 2015 ("Effective Date").

RECITALS

- A. City and Contractor previously entered into a Linking Agreement, Contract No. C-9713, dated February 24, 2015.
- B. The Agreement utilized the City of Tucson's May 1, 2012 National Intergovernmental Purchasing Alliance Contract Number 120377, to cooperatively purchase goods and services for heavy equipment, parts, accessories, supplies and related services.
- C. The Agreement expired on April 30, 2015, but allowed the Agreement to be extended for an additional one (1) year term if the City of Tucson extended its cooperative purchase agreement and if such extension was exercised in a written agreement signed by both parties.
- D. On April 13, 2015, the City of Tucson renewed and extended its Contract No. 120377 through April 30, 2016. The City of Tucson's extension is appended hereto as Exhibit A.
- E. The City wishes to purchase certain equipment to be used at its Materials Recovery Facility, taking advantage of the discounted pricing in the cooperative agreement.
- F. The City and Contractor wish to further 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 an additional one (1) year period from April 30, 2015 through April 30, 2016, unless otherwise terminated or canceled as provided by the Agreement.

3. **Scope of Work; Terms, Condition and Specifications.**

a) Contractor shall provide City the 2015 New Caterpillar 950M Fusion Coupler with the Waste Package as equipped, configured and quoted in the Scope of Work attached hereto as **Exhibit B**.

4. **Compensation.**

a) City shall pay Contractor compensation at the same rate and on the same schedule as the City of Tucson's Contract No. 120377, unless the City and Contractor agree otherwise.

b) The total purchase price for the goods, supplies and/or services purchased under this Agreement shall not exceed the total purchase price of **\$362,969**, including applicable sales tax.

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 warrants compliance with this section.

6. **Ratification of Agreement.** All other provisions of the Agreement and any Amendment thereto shall remain in effect in their entirety. If any provision of this Amendment conflicts with the Agreement, then the provision of this Amendment shall prevail and control.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers, Acting City Manager

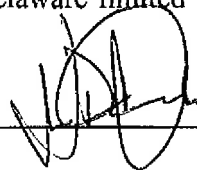
ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael D. Bailey, City Attorney

Empire Southwest, LLC
a Delaware limited liability company



By: John Helms

Its: Vice President

LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA AND
EMPIRE SOUTHWEST, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of 24
February, 2015, between the City of Glendale, an Arizona municipal corporation (the
"City"), and Empire Southwest, LLC, a Delaware company authorized to do business in
Arizona ("Contractor"), collectively, the "Parties."

RECITALS

- A. The City of Tucson on May 1, 2012 entered into National Intergovernmental Purchasing Alliance Contract Number 120377, a copy of which is incorporated by this reference.
- B. The City is permitted to purchase the goods and services described in the Contract without further public bidding, and the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract permits its cooperative use by other governmental agencies, including the City.
- C. Section 2-149 of the City's Procurement Code permits the Materials Manager to authorize procurement through the use of a contract initiated by another governmental entity when that government entity's procurement actions complied with the intent of the City's purchasing procedures in City Code Sections 2-145 and 2-146 and such purchase is in the best interest of the City. The City believes these conditions are met for purposes of the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.
- D. The City desires to contract with Contractor for supplies, goods or services identical, or nearly identical, to the supplies, goods or services Contractor is providing the City of Tucson under the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract, Contractor consents to the City's utilization of the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract as the basis of this Agreement, and Contractor desires to enter into this Agreement to provide the goods and services set forth in this Agreement.

AGREEMENT

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

1. Term of Agreement. This Agreement is effective as of the date first set forth above and expires on April 30, 2015. Should the City of Tucson exercise their right to extend this contract, the City of Glendale may submit a request to amend this linking agreement and extend for one additional year.

2. Scope of Work: Terms, Conditions, and Specifications

- a) Contractor will provide City the identical supplies, goods or services Contractor provided the City of Tucson under the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract, as requested by the City in the proposal attached as Exhibit "A."
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract for the purposes of this Agreement, and the terms, conditions, and specifications are incorporated in this Linking Agreement by this reference. The "City of Glendale" shall be substituted for "End User" or similar references throughout the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.

3. Compensation.

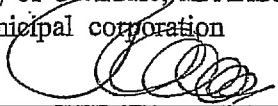
- a) City shall pay Contractor the same compensation the End User pays Contractor under the Heavy Equipment, Parts, Accessories, Supplies and Related Services Contract.
- b) The total purchase price for the Good or Services as authorized in this agreement is not to exceed \$1,119,512.82 over the entire term of the agreement. In addition, the City may from time to time elect to purchase additional goods and services from Contractor pursuant to the Contract, and the City will comply with all applicable laws regarding procurement and approval of such purchases.

[SIGNATURES ON FOLLOWING PAGE]

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

"City"

City of Glendale, an Arizona
municipal corporation



By: Brenda S. Fischer

Its: City Manager

RICHARD A. BOWERS
ACTING CITY MANAGER

"Contractor"


Empire Southwest, LLC a
Delaware limited liability company



By: Jim Smith

Its: Executive Vice President

ATTEST:



Pamela Hanna
City Clerk

(SEAL)

Approved as to Form



Michael D. Bailey
City Attorney

EXHIBIT A

EXHIBIT A



**CITY OF TUCSON
CONTRACT #120377**

**HEAVY EQUIPMENT, PARTS, ACCESSORIES,
SUPPLIES AND RELATED SERVICES**

THIS CONTRACT is made and entered into this 1st day of May, 2012, by and between the CITY OF TUCSON, hereinafter referred to as the "City", and CATERPILLAR, INC., hereinafter referred to as the "Contractor" for HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES.

For this Contract, the City, as the Principal Procurement Agency, has partnered with the National Intergovernmental Purchasing Alliance Company ("National IPA") to make the Contract available to other public agencies nationally, including state and local governmental entities, public and private primary, secondary and higher education entities, non-profit entities, and agencies for the public benefit ("Public Agencies"), through National IPA's cooperative purchasing program. The City is acting as the contracting agency for any other Public Agency that elects to utilize the resulting Master Agreement. Use of the Contract by any Public Agency is preceded by their registration with National IPA as a Participating Public Agency in National IPA's cooperative purchasing program.

SCOPE OF SERVICES

PRODUCT OFFERING

The products offered under this Contract are identified in Attachment A: Caterpillar Equipment Discounts and Freight. For more information on these specific products, go to www.cat.com.

Understanding that Cat Dealers have been developing and maintaining customers relationships at the local level for more than 80 years, it is Caterpillar's intent to continue to support this proven model. It will be the local Cat Dealer that will quote, deliver, and support the products in this contract.

On the www.Cat.com site, customers can find their local supporting Cat Dealer as well as price out a machine using the Build and Price function, locate used equipment, and review financing options. Through the local Cat Dealer, customers can also subscribe to a variety of equipment management solutions which include equipment security management, health monitoring as well as a full host of online technical service manuals and parts databases.

Cat Dealers have application specialists that can help an agency identify the best equipment option to fit the customer's application. Once a need has been identified, it would be in the customer's best interest to consult with the local Cat Dealer to develop the best possible solution. Should additional expertise be required, Caterpillar has additional resources within the enterprise that can also provide assistance to ensure the most favorable outcome.

Depending on Cat Dealer inventory, delivery can be as quick as a day, but depending on demand, orders from the factory may take as long as 180 days to deliver. In general Cat Dealers have been able to commit to a less than 90 day delivery timeframes.

Any questions with regards to a customer order will be addressed by the local supporting Cat Dealer. Should a US military equipment order be placed at the factory it will take precedence over

any other customer order which may delay the actual delivery of any non-military orders to the end user.

PRICING

Pricing under this contract is listed in Attachment A, Caterpillar Equipment Discounts and Freights. Caterpillar does not offer payment discounts and does not accept credit card. Any and all payment terms and/or the ability to accept credit card will be at the discretion of the local supporting Cat dealer.

Each Caterpillar machine model will be assigned by Caterpillar a specific discount off the manufacturers published list price for that particular machine and or piece of equipment. This discount will be extended to all additional options from the machine / option price list that are requested by the customer and become part of the final machine configuration. The published list price for the base machine and or any additional options included in the published machine / option price sheet will be considered the maximum allowable price for the specific final machine configuration. The associated discount will be considered the minimum discount that the local supporting Cat Dealer will be required to honor. In any communications / training that are provided to both customers and or dealers, Caterpillar will refer to this as the "Maximum Price / Minimum Discount" pricing model. The most current published pricing will be used in the quotation of equipment for this contract by the supporting Cat Dealers.

Any additional items such as prep, extended warranties, customer service agreements, pre-delivery and installation, will be priced at the supporting Cat Dealer's discretion.

Financing for users of new and used Caterpillar products is available through a variety of financial products including Installment Sales Contracts, Finance Lease and Off Balance Sheet Operating Lease contracts. We emphasize prompt and responsive service dedicated to meet customer requirements and offer various financing plans designed to increase the opportunity for sales of our products and generate financing income for our company. Financial Products activity is conducted primarily in the United States, with additional offices in Asia, Australia, Canada, Europe and Latin America.

In an effort to provide even more customer solutions, Caterpillar will be supporting a special Used Equipment program for customers that choose to purchase products using this contract. With the exception of vocational trucks and Cat work tools, Caterpillar will be extending a 20% discount off the original list price of used Caterpillar equipment that is currently in the Cat Dealer's rental fleet. At their discretion, Cat Dealers will have the ability to extend this program to customers for the purchase of vocational trucks and works tools. Please note that this used program is subject to availability.

Given the territory that Caterpillar is committed to supporting in conjunction with this proposal, Caterpillar cannot assign a fixed cost for the actual delivery of the equipment to the customer's site. Caterpillar, through the supporting local Cat Dealer will honor a freight charge that will be included as a separate line item on the customer's invoice. This charge will cover delivery of the machine to the supporting Cat Dealer's place of business. Customers will be held responsible for any additional freight and or delivery charges required to deliver the machine to the customer's requested final destination.

All freight will be charged to the customer and noted accordingly on the customers' invoice. For machines, freight has been calculated to take into account that which is required to deliver the base machine to the servicing dealer's location. Any additional consideration required to deliver the machine to the customer's location will be charged and noted on the customer invoice

accordingly. These base freight numbers take into consideration dealer location as well as factory location and or port of entry.

WARRANTY

Caterpillar will support the standard manufacturer's warranties for the products included herein.

Additional extended equipment protection plans can be customized to meet each customer's specific need. The following is an example of some of the options that would be available through the local supporting Cat Dealer.

140M2 Motor Grader

	<u>Months</u>	<u>Hours</u>
Premier	24 to 84	5000 to 7500
Powertrain & Hydraulics	24 to 84	5000 to 10000
Powertrain	24 to 84	5000 to 10000

Warranted claims will be presented by the customer to the supporting Cat Dealer and will be administered at the local level. The supporting Cat Dealer will then file a claim with Caterpillar to be reimbursed for all warranted services rendered to the customer.

For additional information on the systems and components covered under these plans as well as the definitions associated to the standard warranties being offered, please see **Attachment B: Warranties**.

Please note that all manufacturers' warranties and/or extended coverage plans do not cover the same components and/or systems that Caterpillar's protection plans cover. Repairs and/or replacement of components not covered by other manufacturers can present a significant cost to the overall ownership of a machine. The breadth of coverage provided through Caterpillar's coverage plans re-emphasizes the confidence Caterpillar has in its products as well as ensures the lowest total cost solution for our customers.

Since Cat Dealers are independently owned businesses, the actual costs associated to supporting such warranties can vary and cannot be quoted on a national scale by Caterpillar Inc. as fixed amounts. Such factors include but are not limited to the individual dealer's shop labor rates, transportation costs both for the machine as well as the technician and many others. It is recommended that warranty considerations be clearly stated and agreed to prior to any transaction as a result of this contract taking place.

DEALER SERVICES

Cat Dealers are independently owned and as such Caterpillar does not have the authority to dictate pricing. The discounts being supported by Caterpillar in this contract are the best discounts Caterpillar currently offers to Cat Dealers on a national scale. It is the intent that with the "Maximum Price / Minimum Discount" model, that all Cat Dealers will have the flexibility to extend the lowest price possible to the agencies who choose to use the contract. Manufacturer's incentives may be periodically provided and may be regionally based.

No additional volume rebate program is included in this proposal, however customers and their local Cat Dealer may enter into agreement for additional discounts and or other value added

provisions within the spirit of the "Maximum Price / Minimum Discount" model for volume purchases that are in line and conform to all the terms and conditions covered by the contract.

All participating Dealers employ trained, experienced technicians to support Caterpillar's full range of products. Dealer Technical Communicators (TC) provide additional support to field/shop technicians to aid in rapid product or applications resolution. Dealer TC's have a direct line of communication with Caterpillar Inc. through the Dealer Solution Network to expedite problem solving.

Caterpillar's North American dealer network currently employs over 30,000 employees of which approximately 60% are dedicated to the product support business. With over 468 service locations with over 8,000 service bays and over 8,500 field service trucks, these highly skilled and trained Cat dealer technicians are in close proximity to provide unmatched service capabilities to meet your servicing requirements. As part of a commitment to servicing customers, Cat dealers invest nearly \$18 Million annually in technician, parts counter, and product support representative training. Over the last 85 years, our philosophy has been to provide our customers with a level of product support unequalled in our industry through a financially healthy and viable dealer network that is dedicated to the business of our customers.

Caterpillar's ability to meet 24-hour service needs is based on servicing dealer discretion at time of transaction. However, most dealers offer a 24-hour emergency service call-out option with a price based on local market rates.

For additional dealer services, participating agencies should contact their local dealer for accessories, parts, and services that are available. Pricing for non-CAT accessories or parts are determined by each local dealer.

ADDITIONAL REQUIREMENTS

1. **PRODUCTION REPORTS:** The Contractor must have the ability to furnish the agency ordering equipment and National IPA monthly progress reports confirming status of delivery dates as agreed upon. These reports shall consist of, but not limited to the following:
 - a. Copy of Contractor's order to the factory.
 - b. Copy of factory acknowledgment of order indicating scheduled date of production and shipment from factory.
 - c. Factory generated computer status reports.
 - d. Notification to the City of any changes in production or shipping dates.
 - e. Any special information the Contractor shall have that would affect the timely delivery of the vehicles ordered in accordance with original delivery date promise.

In lieu of written reports submitted to City of Tucson Fleet Services, the Contractor may provide access to an Internet based on-line order tracking system. Any on-line system provided must provide the information required above. The Contractor must provide all access codes necessary to view this information.

2. **DELIVERY AND DELIVERY DOCUMENTATION:** The following documents are due upon delivery of the completed vehicles to the City:
 - a. Invoice
 - b. Warranty document
 - c. Level 1 Inspection
 - d. Required manuals

The Contractor is required to supply a delivery ticket specifying the purchase order number of each vehicle.

Delivery to the City of Tucson: All deliveries shall be made Monday through Friday from 8:00 a.m. to 3:00 p.m. The Contractor shall be required to give the Operations/Fleet Services Department a minimum of 24-hour notification prior to delivery with the anticipated time of delivery and quantity of units to be delivered.

3. **VEHICLE INSPECTION:** The purchasing agency will assist the Contractor or the authorized dealer in arranging for inspection of each piece of equipment purchased. Each vehicle delivered shall be subject to a complete inspection by the purchasing agency's staff prior to acceptance. Inspection criteria shall include, but not be limited to, conformity to the specifications, mechanical integrity, quality, workmanship and materials. If delivered equipment is returned to the Contractor prior to acceptance for any reason, all corrections shall be made without any inconvenience to the City.
4. **TRAINING:** The Contractor shall provide, at no additional cost, training for each basic unit of equipment purchased. This training shall be adequate to the needs of the typical equipment operator and service technician in order to assure proper operation, utilization and maintenance of the equipment supplied. Any manuals necessary to perform the required training shall be furnished by the Contractor. The trainer shall be factory-trained and thoroughly knowledgeable in equipment operator and service technician functions.

Caf Dealers also support a variety of training options. Upon delivery of the machine, operators as well as technicians will be given basic equipment orientation, operating procedures, and any service maintenance information required to put the machine into service. Should an agency require additional training, such consideration can be included in the customer's equipment quotation and any related charges for such training be agreed

to by both parties. Caterpillar also offers a variety of operator training classes that provide certification to those agencies that require a higher level of operational expertise. For additional information on these and other training options, please visit Caterpillar's Operator Training Services site - <http://www.cat.com/cda/layout?m=38000&x=7>.

Caterpillar Inc. has taken a leadership position in the market due to the material it has developed through its Caterpillar Safety Services Division. Caterpillar believes in the importance of safety, which is why we strive to ensure our own employees arrive Safely Home. Everyone. Every Day.™ To support our customers with this same mission, Caterpillar Safety Services offers a variety of free, online safety resources including Toolbox Talks, Safety Videos, Checklists, Virtual Walk Arounds, and much more.

Customers can also conduct their own safety training through a variety of safety culture and compliance training products. The online shopping cart has over 100 options to choose from including MSHA Part 46, Forklift Safety, Personal Protective Equipment, Effective Communication, Supervisor Training and much more. Caterpillar Safety Services' consultants also perform instructor-led training on changing safety culture, Near Miss Reporting, Supervisor Training in Accident Reduction Techniques (START), MSHA Part 46, Aerial Work Platforms, Telehandler Operator Training, and more.

Caterpillar Safety Services also provides Safety Culture Solutions and Jobsite Safety Consulting to help customers develop a sustainable culture of safety excellence. Safety Culture Solutions are based off of Caterpillar Safety Services' Zero-Incident Performance (ZIP™) program, which encompasses engaging leadership, assessing the culture, building a plan, developing processes, implementing processes, and checking processes. Consultants facilitate effective working sessions for any stage of the ZIP™ program. Jobsite Safety Consulting consists of performing jobsite and program assessments. Prioritized recommendations for improvement are made and our services are available to develop new programs including Safety or Environmental Management Systems, Job Safety Analysis, Hazardous Material Management, Hazard Communication, and Ergonomics.

For additional information on the services offered by Caterpillar Safety Services please visit SAFETY.CAT.COM™.

8. **VEHICLE RECALL NOTICES:** In the event of any recall notice, technical service bulletin, or other important notification affecting a vehicle purchased from this contract, a notice shall be sent to the purchasing agency's representative. For the City of Tucson, all notices shall be sent to General Services, Fleet Services Division, 4004 S. Park Avenue, Building 1, Tucson, AZ 85714.

SPECIAL TERMS AND CONDITIONS

1. **FEDERAL, STATE AND LOCAL TAXES, LICENSES AND PERMITS:** The Supplier shall comply with all Federal, State, and local licenses and permits required for the operation of the business conducted by the Supplier as applicable to this Contract. The Supplier shall, at no expense to the City, National IPA, or other Participating Public Agencies, procure and keep in force during the entire period of the Agreement all such permits and licenses.

2. **SUBCONTRACTORS:** No subcontract shall be made by the contractor with any other party for furnishing any of the services herein contracted for without the advance written approval of the Department of Procurement. All subcontractors shall comply with Federal and State laws and regulations that are applicable to the services covered by the subcontractor and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. Contractor is responsible for contract performance whether or not subcontractors are used.

3. **FOB DESTINATION FREIGHT PREPAID:** Prices shall be FOB Destination Freight Prepaid to the delivery location designated. 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. All claims for visible or concealed damage shall be filed by the Contractor. The City will assist the Contractor in arranging for inspection.

It is the City's intention that equipment shall be delivered F.O.B. Destination to all customers and freight prepaid to the City of Tucson. Orders for other agencies may be subject to freight charges.

4. **INSURANCE:** The Contractor agrees to:

A. Obtain insurance coverage of the types and amount required in this section and keep such insurance coverage in force throughout the life of this Contract. All policies will contain an endorsement providing that written notice be given to the City at least ten (10) calendar days prior to termination, cancellation, or reduction in coverage in any policy.

B. The Comprehensive General Liability Insurance and Comprehensive Automobile Liability Insurance policies will include the City as an additional insured with respect to liability arising out of the performance of this Contract. The Contractor agrees that the insurance hereunder will be primary and that any insurance carried by the City will be excess and not contributing.

C. Provide and maintain minimum insurance limits as applicable.

Coverage Afforded	Limits of Liability
Workmen's Compensation Employer's Liability	Statute \$100,000
Comprehensive General Liability Insurance Including: (1) Products & Completed Operations (2) Blanket Contractual	\$1,000,000 Bodily Injury Combined Single Limit \$100,000 Property Damage
Comprehensive Automobile	\$1,000,000 Bodily Injury Liability Insurance Combined Single Limit \$100,000 Property Damage
Including: (1) Non-Owned (2) Leased	

(3) Hired Vehicles

Contractor will present to the City written evidence (Certifications of Insurance) of compliance with Items A, B and C. above. Said evidence shall be to the City Procurement Director's satisfaction.

5. **PAYMENTS:** All payments made by the City of Tucson for goods or services will be made to the vendor named on the Offer and Acceptance form. If you do not wish payment to be made to that address, you must submit an attached sheet indicating the proper mailing address with this bid.

6. **RIGHT TO TERMINATE FOR CHANGE IN OWNERSHIP OR MATERIAL RESTRUCTURE OF THE CONTRACTOR:** In addition to the Termination of Contract clause in the Standard Terms and Conditions section of this solicitation and resulting contract, the City reserves the right to cancel the whole or part of this contract within 60 days written notice of the completion of any material change of ownership in the Contractor's company, including its sale, merger, consolidation or dissolution.

7. **TERM AND RENEWAL:** The term of the Contract shall commence upon award and shall remain in effect for a period of one (1) year, unless terminated, canceled or extended as otherwise provided herein. The Contractor agrees that the City of Tucson shall have the right, at its sole option, to renew the Contract for four (4) additional one-year periods or portions thereof. In the event that the City exercises such rights, all terms, conditions and provisions of the original Contract shall remain the same and apply during the renewal period with the possible exception of price and minor scope additions and/or deletions.

8. **PRICE ADJUSTMENT:** The Contractor may implement new published manufacturer price lists on the effective date of the price list. However, the Contractor must maintain the minimum discount offered for all items. The Contractor will provide the City updated published price lists with 30 days advance notification of the effective date. Upon receipt of the revised price list, the City will consider said documents to be those referenced upon their effective date until such time as the price list is replaced, The Contractor's most current published vendor price list will be used in the final determination of price at the time of the customer's quote.

STANDARD TERMS AND CONDITIONS

1. **ADVERTISING:** Contractor shall not advertise or publish information concerning this Contract without prior written consent of the City's Director of Procurement.
2. **AFFIRMATIVE ACTION:** Contractor shall abide by the provisions of the Tucson Procurement Code Chapter 28, Article XI.
3. **AMERICANS WITH DISABILITIES ACT:** The Contractor shall comply with all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101, et seq.) and applicable Federal regulations under the Act.
4. **APPLICABLE LAW:** This Contract shall be governed, and the City and Contractor shall have all remedies afforded to each, by the Tucson Procurement Code and the law of the State of Arizona. State law claims shall be brought only in Pima County Superior Court.
5. **ASSIGNMENT-DELEGATION:** No right or interest in this Contract shall be assigned by the Contractor without prior written permission of the City, and no delegation of any duty of the Contractor shall be made without prior written permission of the City's Director of Procurement. The City shall not unreasonably withhold approval and shall notify the Contractor of the City's position by written notice.
6. **CERTIFICATION OF COMPLIANCE WITH A.R.S. SEC. 35-393 ET SEQ.:** By signing this contract, the Contractor certifies that it does not have scrutinized business operations in Iran as required by A.R.S. sec. 35-393 et seq. If the City determines that the Contractor has submitted a false certification, the City may impose remedies as provided in the Tucson Procurement Code up to and including termination of this contract.
7. **CHILD/SWEAT-FREE LABOR POLICY:** The Contractor shall comply with all applicable provisions of the United States Federal and State Child Labor and Worker's Right laws and agrees if called upon to affirm in writing, that they, and any subcontractor involved in the provision of goods to the City, are in compliance.
8. **CLEAN-UP:** The Contractor shall at all times keep the contract area, including storage areas used by the Contractor, free from accumulation of waste material or rubbish and, prior to completion of the work, remove any rubbish from the premises and all tools, scaffolding, equipment and materials not property of the City. Upon completion of the repair, the Contractor shall leave the work and premises in clean, neat and workmanlike condition.
9. **COMMENCEMENT OF WORK:** The Contractor is cautioned not to commence any billable work or provide any material or service under this Contract until Contractor receives purchase order or is otherwise directed to do so, in writing, by the City.
10. **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. 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.
11. **CONTRACT AMENDMENTS:** The Procurement Department has the authority, with the concurrence of the Contractor to:
 - A. Amend the contract or enter into supplemental verbal or written agreements;
 - B. Grant time extensions or contract renewals;
 - C. Otherwise modify the scope or terms and provisions of the contract.

This Contract shall only be modified per above with the approval of the Department of Procurement. Except in the case of a documented emergency, approval must be granted prior to performance. Any contract modification not explicitly approved by the Procurement Department through a written contract amendment or change order is performed at the sole risk of the Contractor and may not be eligible for payment by the City.

12. **CONTRACT:** The Contract shall be based upon the Request for Proposal Issued by the City and the Offer submitted by the Contractor in response to the Request for Proposal. The offer shall substantially conform to the terms, conditions, specifications and other requirements set forth within the text of the Request for Proposal. The City reserves the right to clarify any contractual terms with the concurrence of the Contractor;

however, any substantial non-conformity in the offer, as determined by the City's Director of Procurement, shall be deemed non-responsive and the offer rejected. The Contract shall contain the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous agreements, contracts, proposals, negotiations, purchase orders, or master agreements in any form.

13. **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment or lot of this Contract and may not substitute nonconforming materials. Delivery of nonconforming materials, or default of any nature, may constitute breach of the Contract. Noncompliance may be deemed a cause for possible Contract termination.
14. **DUPLEXED/RECYCLED PAPER:** In accordance with efficient resource procurement and utilization policies adopted by the City of Tucson, the Contractor shall ensure that, whenever practicable, all printed materials produced by the Contractor in the performance of this Contract are duplexed (two-sided copies), printed on recycled paper and labeled as such.
15. **EXCLUSIVE POSSESSION:** All services, information, computer program elements, reports and other deliverables created under this Contract are the sole property of the City of Tucson and shall not be used or released by the Contractor or any other person except with prior written permission by the City.
16. **FEDERAL IMMIGRATION LAWS AND REGULATIONS:** Contractor warrants that it complies with all Federal Immigration laws and regulations that relate to its employees and complies with A.R.S. § 23-214(A) and that it requires the same compliance of all subcontractors under this Contract. Contractor acknowledges that pursuant to A.R.S. § 41-4401 and effective September 30, 2008, a breach of this warranty is a material breach of this Contract subject to penalties up to and including termination of this Contract. The City retains the legal right to audit the records of the Contractor and inspect the papers of any employee who works for the Contractor to ensure compliance with this warranty and the Contractor shall assist in any such audit. The Contractor shall include the requirements of this paragraph in each contract with subcontractors under this Contract.

If the Contractor or subcontractor warrants that it has complied with the employment verification provisions prescribed by sections 274(a) and 274(b) of the Federal Immigration and Nationality Act and the E-verify requirements prescribed by A.R.S. § 23-214(A), the Contractor or subcontractor shall be deemed to be in compliance with this provision. The City may request proof of such compliance at any time during the term of this Contract by the Contractor and any subcontractor.

17. **FORCE MAJEURE:** 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. Force Majeure shall not include late performance by a subcontractor unless the delay arises out of a Force Majeure occurrence in accordance with this Force Majeure term and condition.

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 practical, of the commencement thereof and shall specify the causes of such delay in such notice. Such notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this article, thereby invoking its provisions. The delayed party shall cause such delay to cease as soon as practicable and shall notify the other party in writing 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 results or effects of such delay prevent the delayed party from performing in accordance with this Contract.

18. **GRATUITIES:** The City may, by written notice to the Contractor, terminate this Contract if it is found that gratuities, in the form of entertainment, gifts, meals or otherwise, were offered or given by the Contractor or any agent or representative of the Contractor, to any officer or employee of the City amending, or the making of any determinations with respect to the performing of such Contract. In the event this 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 the Contractor the amount of the gratuity.
19. **HUMAN RELATIONS:** Contractor shall abide by the provisions of the Tucson City Code Chapter 28, Article XII.
20. **INDEMNIFICATION:** To the fullest extent permitted by law, Contractor shall pay, defend, indemnify and hold harmless the City of Tucson, its agents, representatives, officers, directors, officials and employees ("Indemnitees") from and against all allegations, demands, proceedings, suits, actions, claims, damages,

losses, reasonable expenses, including but not limited to, reasonable attorney fees, court costs, and the cost of appellate proceedings, and all claim adjusting and handling expense, incurred or sustained by any Indemnatee and related to (i) injury to or death of, or property damage sustained by, any natural person who is an Indemnatee, or (ii) claims of patent or copyright infringement, to the extent caused by any actions, acts, errors, mistakes or omissions of Contractor relating to work, services and/or products provided in the performance of this Contract, including but not limited to, any Subcontractor retained by Contractor or anyone directly or indirectly employed by Contractor or such Subcontractor, and except to the extent that the injury to, death of, or property damage sustained by such person is attributable to the negligent acts or omissions or willful misconduct of the City or any of its affiliates or their respective employees, agents or subcontractors.

- 21. INDEPENDENT CONTRACTOR:** It is understood that each party shall act in its individual capacity and not as an agent, employee, partner, joint venturer, or associate of the other. An employee or agent of one party shall not be deemed or construed to be the employee or agent of the other party for any purpose.

The Contractor shall not be entitled to compensation in the form of salaries, paid vacation or sick days by the City.

The City of Tucson will not provide any insurance coverage to the Contractor, including Worker's Compensation coverage. The Contractor is advised that taxes, social security payments, and other withholdings shall not be withheld from a City payment issued under this Contract and that Contractor should make arrangements to directly pay such expenses.

- 22. INSPECTION AND ACCEPTANCE:** All material or service is subject to final inspection and acceptance by the City. Material or service failing to conform to the specifications of this Contract shall be held at the Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor. Noncompliance may be deemed a cause for possible Contract termination.

- 23. INTERPRETATION-PAROLE EVIDENCE:** This Contract is intended by the parties to be a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. 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 consent in the course of performance under this Contract shall not be relevant to determine the meaning of this Contract even though the accepting or consenting party has knowledge of the nature of the performance and the opportunity to object.

- 24. 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.

- 25. LIENS:** All materials, services, and other deliverables supplied to the City under this Contract shall be free of all liens other than the security interest. Security interest shall extinguish upon full payment made by the City. Upon the City's request, the Contractor shall provide a formal release of all liens.

- 26. NO REPLACEMENT OF DEFECTIVE TENDER:** Every tender of materials must fully comply with all provisions of this Contract. If a tender is made which does not fully comply, this shall conform to the termination clause set forth within this document.

- 27. NON-EXCLUSIVE CONTRACT:** Any contract resulting from this solicitation shall be awarded with the understanding and agreement that it is for the sole convenience of the City of Tucson. The City reserves the right to obtain like goods or services from another source when necessary.

- 28. OVERCHARGES BY ANTITRUST VIOLATIONS:** The City maintains that, in actual practice, overcharges resulting from antitrust violations are borne by the purchaser. Therefore, to the extent permitted by law, the Contractor hereby assigns to the City any and all claims for such overcharges as to the materials or services used to fulfill the Contract.

- 29. PAYMENT:** The City shall make every effort to process payment for the purchase of materials or services within twenty-one (21) calendar days after receipt of materials or services and a correct invoice.

- 30. PROTECTION OF GOVERNMENT PROPERTY:** The Contractor shall use reasonable care to avoid damaging existing buildings, equipment, and vegetation (such as trees, shrubs, and grass) on City property. If the Contractor fails to do so and damages such property, the Contractor shall replace or repair the damage at no expense to the City, as determined and approved by the City's Director of Procurement. If the Contractor fails or refuses to make such repair or replacement, the City will determine a cost and the Contractor shall be liable for the cost thereof, which may be deducted from the Contract price.

- 31. PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by law to be in the Contract shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party the Contract shall be amended to make such insertion or correction.
- 32. RECORDS:** Internal control over all financial transactions related to this Contract shall be in accordance with sound fiscal policies. The City may, at reasonable times and places, audit the books and records of the Contractor and/or any subcontractors. Said audit shall be limited to this Contract.
- 33. RIGHT TO ASSURANCE:** Whenever one party to this Contract has reason to question, in good faith, the other party's intent to perform, the former party may demand that the other party give a written assurance of this intent to perform. In the event that a demand is made and no written assurance is given within five (5) days, the demanding party may treat this failure as the other party's intent not to perform and as a cause for possible Contract termination.
- 34. RIGHT TO INSPECT:** The City may, at reasonable times, and at the City's expense, inspect the place of business of a Contractor or subcontractor which is related to the performance of any Contract as awarded or to be awarded.
- 35. RIGHTS AND REMEDIES:** No provision in this document or in the Contractor's proposal shall be construed, expressly or by implication, as a waiver by either party of any existing or future right and/or remedy available by law in the event of any claim, default or breach of contract. The failure of either party to insist upon the strict performance of any term or condition of the Contract, to exercise or delay the exercise of any right or remedy provided in the Contract or by law, or to accept materials or services required by this Contract or by law shall not be deemed a waiver of any right of either party to insist upon the strict performance of the Contract.
- 36. 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 valid provision or application.
- 37. SHIPMENT UNDER RESERVATION PROHIBITED:** No tender of a bill of lading shall operate as a tender of the materials. Non-compliance shall conform to the termination clause set forth within this document.
- 38. SUBCONTRACTS:** No subcontract shall be entered into by the Contractor with any other party to furnish any of the material/service specified herein without the advance written approval of the City's Director of Procurement. All subcontracts shall comply with Federal and State laws and regulations which are applicable to the services covered by the subcontract and shall include all the terms and conditions set forth herein which shall apply with equal force to the subcontract, as if the subcontractor were the Contractor referred to herein. The Contractor is responsible for contract performance whether or not subcontractors are used.
- 39. SUBSEQUENT EMPLOYMENT:** The City may terminate this Contract without penalty or further obligation pursuant to A.R.S. Section 38-511 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 the Contract or any extension of the Contract is in effect, an employee of, or a contractor to, any other party to this Contract with respect to the subject matter of the Contract. Termination shall be effective when written notice from the City's Director of Procurement is received by the parties to this Contract, unless the notice specifies a later time.
- 40. TERMINATION OF CONTRACT:** This Contract may be terminated at any time by mutual written consent, or by the City, with or without cause, upon giving thirty (30) days written notice. If this Contract is terminated, the City shall be liable only for payment under the payment provisions of this Contract for services rendered and product obligations incurred by the City before the effective date of termination.

The City reserves the right to terminate the whole or any part of this Contract due to the failure of the Contractor to carry out any term or condition of the Contract, which failure the contractor has not commenced to remedy within thirty days of receipt of notice of such failure, the City will issue a written ten (10) day notice of default to the Contractor for acting or failing to act as specified in any of the following:

In the reasonable opinion of the City, the Contractor provides personnel that do not meet the requirements of the Contract;

In the reasonable opinion of the City, the Contractor fails to perform adequately the stipulations, conditions or services/specifications required in this Contract;

In the reasonable opinion of the City, the Contractor attempts to impose personnel, materials, products or workmanship of an unacceptable quality;

The Contractor fails to furnish the required service and/or product within the time stipulated in the Contract;

In the reasonable opinion of the City, the Contractor fails to make progress in the performance of the requirements of the Contract;

The Contractor gives the City a positive indication that the Contractor will not or cannot perform to the requirements of the Contract.

Each payment obligation of the City created by this Contract is conditioned upon the availability of City, State and Federal funds that are appropriated or allocated for the payment of such an obligation. If funds are not allocated by the City and available for the continued purchase of the services and/or materials provided under this Contract, this Contract may be terminated by the City at the end of the period for which funds are available. The City will notify the Contractor in the event that continued service will or may be affected by non-appropriation. No penalty 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 due or for any damages as a result of termination under this paragraph.

41. TITLE AND RISK OF LOSS: The title and risk of loss of material or service shall not pass to the City until the City actually receives the material or service at the point of delivery, unless otherwise provided within this Contract.

42. WARRANTIES: Contractor warrants that all material or service delivered under this Contract shall conform to the specifications of this Contract. Mere receipt of shipment of the material or service specified and any inspection incidental thereto by the City shall not alter or affect the obligations of the Contractor or the rights of the City under the foregoing warranties. Additional warranty requirements may be set forth in this document.

OFFER AND ACCEPTANCE

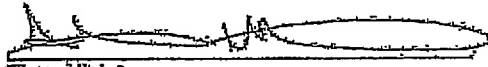
This Contract represents the entire agreement between the City of Tucson and the Contractor relating to this requirement and shall prevail over any and all previous verbal and written agreements.

CITY OF TUCSON:



Mark A. Neilhart, G.P.M., C.P.P.E., A.J.P., C.P.M.
as Director of Procurement
and Not Personally

CATERPILLAR, INC

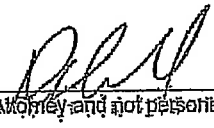


Steve Hinton
North American Marketing Manager
Caterpillar, Inc.
100 NE Adams
Peoria, IL 61629

Contract contact:

Jason Walker
Government Sales Consultant
308.675.4095
Walker_jason_c@cat.com

Approved, as to form this 2nd day of May, 2012.


As Tucson City Attorney and not personally



12/31/14

City of Glendale Landfill
Attention: Ernie Ruiz
Re: National IPA – City of Tucson Quotation

Dear Ernie, on behalf of NIPA Empire Machinery and Caterpillar Inc., we are pleased to quote the following.

**2014 New Caterpillar 836K Landfill Compactor
Standard Equipment:**

CONSIST NOTE

The standard equipment list includes all no-charge (NC) items from the Mandatory Attachment section.

POWERTRAIN

Advanced Productivity Electronic Control
Shifting (APECS)
Air to air aftercooler
Brakes, full hyd., enclosed, wet multiple disc service brakes
Cat clean emission module (insulated) (HRC)
Electro hydraulic parking brake
Engine, Cat C18 w/ACERT Technology
US EPA T4/EU Stage IV Technology (HRC)
Tier 3 Equivalent Technology (LRC)
Fuel priming pump (electric)
Fuel to air cooler
Ground level engine shutoff
Guard, (3 pc) transmission
Heat shield, turbo and exhaust manifold
Hydraulically driven demand fan
Integrated braking
Muffler (under hood) (LRC)
Radiator, Next Generation Modular (NGMR)
Separated cooling system
Starting aid (elect) automatic
Throttle lock
Torque converter with lock up clutch (LUC)
Turbine precleaner, engine air intake
Transmission, planetary, with 2F/2R speed range control
Underhood ventilation system

ELECTRICAL

Alarm, back-up
Alternator (150-amp)
Batteries, maintenance-free (4-1000CCA)
Converter, 10/15 amp, 24V to 12V
Lighting system, halogen (front & rear) lighting, access stairway
Starter, electric (heavy duty)

Hydraulic oil temperature
Speedometer/Tachometer
Torque converter temperature
Instrumentation, Warning Indicators:
Action alert system, three category
Axle/Brake oil temp. (front)
Brake oil pressure
Electrical system, low voltage
Engine failure malfunction alert and action lamp
Mirrors, Rearview (externally mounted)
Parking brake status
Radio, CB (ready)
Seat, Cat Comfort (cloth) air suspension
Seat belt, retractable, 76mm (3") wide
STC Control system with steering lock
Sun visor, front
Tinted glass
Transmission gear (indicator)
Vital Information Management System (VIMS) with graphical information display: external data port, customizable operator profiles
Wet-Arm Wipers/Washers (front and rear)
Intermittent Wipers (front and rear)

TIRES, RIMS, AND WHEELS

Wheels, combination tips

GUARDS

Guards, axle (front and rear)
Guard, cab window
Guards, crankcase and powertrain, hydraulically powered
Guard, rear fan and grill

BLADES

Bulldozer arrangement is included in the base machine. Bulldozer blades are in the optional attachment section.

FLUIDS

Antifreeze, premixed 50% concentration of extended life coolant with freeze

Starter lockout (ground level)
 Starting receptacle for emergency start
 Transmission lockout (ground level)

OPERATOR ENVIRONMENT

Air conditioner
 Cab, sound-suppressed pressurized,
 Internal four-post rollover protective
 structure (ROPS/FOPS). Radio ready for
 (entertainment) Includes antenna,
 speakers, converter (12-volt 10-15
 amp) 12-volt power port for mobile
 phone or laptop connection
 Camera, rear vision
 Coat and hard hat hooks
 Flip-up armrest
 Heater and defroster
 Horn, electric
 Hydraulic controls (floor mounted)
 Implement hydraulic lockout
 Laminated glass
 Light, (dome) cab
 Lunchbox and beverage holders
 Instrumentation, Gauges:
 DEF fluid level (HRC)
 Engine coolant temperature
 Fuel level

protection to -34C (-29F)

OTHER STANDARD EQUIPMENT

Auto Blade Positioner (ABP)
 Counterweight
 Demand fan/swing out (hyd. reversible)
 Doors, service access (locking)
 Ecology drains for engine, radiator,
 hydraulic tank
 Electronic clutch pressure control &
 remote mounted pressure taps
 Emergency platform egress
 Engine, crankcase, 250 hour interval
 with CJ-4 oil
 Fuel tank, 793 L (210 gal)
 Hitch, drawbar with pin
 Hoses, Cat XT(TM)
 Hydraulic oil cooler
 Hydraulic, steering and brake
 filtration/screening system
 Oil sampling valves
 Product Link
 Stairways, fixed-L/R (rear access)
 Steering, load sensing
 Vandalism protection caplocks
 Venturi stack

Ref #	Description	Price.
3475200	836K DCA1	\$1,102,850
	FUEL LINES, HEATED	\$0
	FUEL TANK, STANDARD FILL	\$0
	GUARD ACTUATION, PREMIUM 4VL	\$0
	INCLUDES:	\$0
	MIRRORS, HEATED	\$0
	OIL CHANGE SYS, HIGH SPEED	\$0
	PRECLEANER, CAB AIR, POWERED	\$0
	PRECLEANER, ENG (DUAL STAGE)	\$0
	SEAT, HEATED, VENTILATED	\$0
	STAIRWAYS, SWINGOUT	\$0
	STRIKER BARS, STANDARD	\$0
3757129	LIGHT, WARNING (LED STROBE)	\$0
3788646	MIRROR, INTERNAL (PANORAMIC)	\$0
0P9003	LANE 1 ORDER	\$0
3157877	BLADE, SEMI U.	\$36,271
3475115	NO SOUND SUPPRESSION	\$0
3814540	SEAT BELT, 3" WIDE	\$0
3689306	AXLES, NO-SPIN FRONT & REAR	\$0
3739361	HYDRAULICS, STANDARD	\$0
3754691	CAB GLASS, RUBBER MOUNTED	\$0
3780419	WHEELS, COMBINATION TIPS	\$0
4351131	ENVIRONMENT PKG, DRY	\$0
4351171	FEATURE PKG, COLD	\$0
4351211	SERVICE PKG, DELUXE	\$0
4352290	HORN, ELECTRIC (STANDARD)	\$0
4459322	PRODUCT LINK, CELLULAR PL522	\$0
	STANDARD WARRANTY 12 MONTHS / UNLIMITED HOURS	\$0

Pricing Summary

	List Price:	\$1,141,121.00
NIPA - City of Tucson Contract Discount #120377 of 18%:		(205,401.78)
Freight and Pre-delivery per NIPA Matrix (DISCOUNTED):		6,168.45
Trade value of Cat 140G S.N. 72V171560 \$63,240 and Al-Jon 91K S.N. 13745 \$12,060 :		(75,300.00)
Extended powertrain warranty of 3 years or 7500 hours, whichever comes first:		10,520.00
CAES Terrain GPS Compactor Complete per NIPA pricing:		160,154.00
Sales tax of 8.05% based on taxable amount of \$1,020,573.22:		82,156.16
	Net Invoice Total:	\$1,119,512.82

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,



Doug Galvet
Account Manager

This quote is good for thirty days and prices are subject to change. All finance options are subject to credit approval. Due to market issues outside of Empire's control, any tires listed on this quote may not be available at time of shipment. All tire makes, models and costs are subject to change.

CONTRACT AMENDMENT

CITY OF TUCSON DEPARTMENT OF PROCUREMENT
255 W. ALAMEDA, 6TH FLOOR, TUCSON, AZ 85701
P.O. BOX 27210, TUCSON, AZ 85726
(520) 837-4129
ISSUE DATE: APRIL 8, 2015

CONTRACT NO.: 120377
CONTRACT AMENDMENT NO.: EIGHT (8)
PAGE 1 of 1
CQ
CONTRACT OFFICER: RAY VALDEZ

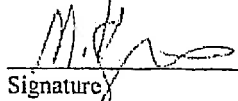
THIS CONTRACT IS AMENDED AS FOLLOWS:

HEAVY EQUIPMENT, PARTS, ACCESSORIES, SUPPLIES AND RELATED SERVICES

1. Pursuant to Contract No. 120377, Special Terms and Conditions, Term and Renewal, the City is hereby exercising its option to renew the contract for the period of May 1, 2015 through April 30, 2016.
2. The referenced contract has been amended to include the attached 2015 discount pricing structure and model changes for Caterpillar Equipment and Generators.
3. Caterpillar Telescopic Handlers have been added to the equipment line. A discount structure for the telescopic handlers has been added to the discount pricing structure.
4. Caterpillar Safety Services have been added as a value-added service, with a 15% discount.
5. The Caterpillar freight matrix shall be replaced with a dealer quote for shipping charges. Participating agencies shall receive a quote for shipping charges. Upon delivery of equipment, dealers shall provide participating agencies with a copy of the actual shipping charges. If actual shipping charges turn out to be lower than the quoted shipping charge, the difference shall be credited to the participating agency.

ALL OTHER PROVISIONS OF THE CONTRACT SHALL REMAIN IN THEIR ENTIRETY.

CONTRACTOR HEREBY ACKNOWLEDGES RECEIPT OF
AND UNDERSTANDING OF THE ABOVE AMENDMENT.


Signature _____ Date 09 APR 15

Mike Hynes, Governmental Account Manager
Typed Name and Title


Caterpillar Inc.
Company Name

100 NE Adams St, AB1345, Peoria, IL, 61629
Address

Hynes_mike_j@cat.com
Email Address

Peoria Illinois 61629
City State Zip

THE ABOVE REFERENCED CONTRACT AMENDMENT
IS HEREBY EXECUTED THIS 13th DAY
OF April, 2015, AT TUCSON, ARIZONA.


As Director of Procurement and not personally

2015 Caterpillar Coop Contract Discounts V3

Machines	New Equipment	Used Equipment
2015	Discount off List	Discount from original List
Pavers		
AP255	16.00%	20.0%
AP500	16.00%	20.0%
AP555	16.00%	20.0%
AP600	16.00%	20.0%
AP655	16.00%	20.0%
AP1000	16.00%	20.0%
AP1055	16.00%	20.0%
Rollers		
CB14	16.00%	20.0%
CB22	16.00%	20.0%
CB24	16.00%	20.0%
CB32	16.00%	20.0%
CB34/CB34XW	16.00%	20.0%
CB44	16.00%	20.0%
CB54	16.00%	20.0%
CB64	16.00%	20.0%
CC24	16.00%	20.0%
CC34	16.00%	20.0%
CD44	16.00%	20.0%
CD54	16.00%	20.0%
CP34	14.00%	20.0%
CP44	14.00%	20.0%
CP54	14.00%	20.0%
CP56	14.00%	20.0%
CP68	14.00%	20.0%
CP74	14.00%	20.0%
CS34	14.00%	20.0%
CS44	14.00%	20.0%
CS54	14.00%	20.0%
CS64	14.00%	20.0%
CS68	14.00%	20.0%
CS78	14.00%	20.0%
CW14	16.00%	20.0%
CW34	16.00%	20.0%
Vocational Trucks		
CT660	23.00%	
CT681	23.00%	

2015 Caterpillar Coop Contract Discounts V3

Track Type Tractors		
D3	25.00%	20.0%
D4	24.00%	20.0%
D5	25.00%	20.0%
D6	24.00%	20.0%
D7	22.00%	20.0%
D8	22.00%	20.0%
D9	10.00%	20.0%
Integrated Tool Carriers		
IT62	21.00%	20.0%
Cold Planners		
PM102	14.00%	20.0%
PM200	14.00%	20.0%
PM201	18.00%	20.0%
Reclaimers		
RM300	14.00%	20.0%
RM500	14.00%	20.0%
Wheeled Excavators		
M313	35.00%	20.0%
M314	18.00%	20.0%
M315	32.00%	20.0%
M316	35.00%	20.0%
M318	32.00%	20.0%
M320	21.00%	20.0%
M322	35.00%	20.0%
Motor Graders		
12	33.00%	20.0%
120	37.00%	20.0%
140	33.00%	20.0%
160	33.00%	20.0%
14	23.00%	20.0%
Skid Steer Loaders		
226	16.00%	20.0%
232	16.00%	20.0%
236	16.00%	20.0%
242	16.00%	20.0%
246	16.00%	20.0%
262	16.00%	20.0%
272	16.00%	20.0%

2015 Caterpillar Coop Contract Discounts V3

Multi-Terrain Loaders		
247	16.00%	20.0%
257	16.00%	20.0%
277	16.00%	20.0%
287	16.00%	20.0%
297	16.00%	20.0%
Compact Track Loaders		
239	16.00%	20.0%
249	16.00%	20.0%
259	16.00%	20.0%
279	16.00%	20.0%
289	16.00%	20.0%
299	16.00%	20.0%
Excavators		
300.9	17.50%	20.0%
301.4	17.50%	20.0%
301.7	17.50%	20.0%
302.4	17.50%	20.0%
302.7	17.50%	20.0%
303	17.50%	20.0%
303.5	17.50%	20.0%
304	17.50%	20.0%
305	17.50%	20.0%
305.5	17.50%	20.0%
308	17.50%	20.0%
311	24.00%	20.0%
312	21.00%	20.0%
313	21.00%	20.0%
314	25.00%	20.0%
316	25.00%	20.0%
318	22.00%	20.0%
319	22.00%	20.0%
320	18.00%	20.0%
321	18.00%	20.0%
323	18.00%	20.0%
324	18.00%	20.0%
325	18.00%	20.0%
328	18.00%	20.0%
329	18.00%	20.0%
335	18.00%	20.0%
336	18.00%	20.0%
345	12.00%	20.0%
349	12.00%	20.0%
352	12.00%	20.0%

2015 Caterpillar Coop Contract Discounts V3

Backhoe Loaders		
416	21.00%	20.0%
420	21.00%	20.0%
430	21.00%	20.0%
450	21.00%	20.0%
Wheel Tractor Scrapers		
621	16.00%	20.0%
623	17.00%	20.0%
627	16.00%	20.0%
Articulated Trucks		
725	14.00%	20.0%
730	14.00%	20.0%
735	14.00%	20.0%
740	14.00%	20.0%
745	14.00%	20.0%
Landfill Compactors		
815	14.00%	20.0%
816	14.00%	20.0%
825	14.00%	20.0%
826	14.00%	20.0%
836	14.00%	20.0%
Wheel Dozers		
814	15.00%	20.0%
824	15.00%	20.0%
Wheel Loaders		
906	25.00%	20.0%
907	25.00%	20.0%
908	25.00%	20.0%
910	25.00%	20.0%
914	25.00%	20.0%
924	26.00%	20.0%
930	26.00%	20.0%
938	26.00%	20.0%
950	24.00%	20.0%
962	24.00%	20.0%
966	21.00%	20.0%
972	16.00%	20.0%
980	12.00%	20.0%
982	12.00%	20.0%
Track Loaders		
953	20.00%	20.0%
963	23.00%	20.0%
973	23.00%	20.0%

2015 Caterpillar Coop Contract Discounts V3

Telehandlers		
TH255	12.00%	20.0%
TH406	12.00%	20.0%
TH407	12.00%	20.0%
TH514	12.00%	20.0%
TL642	12.00%	20.0%
TL943	12.00%	20.0%
TL1055	12.00%	20.0%
TL1255	12.00%	20.0%
Worktools	15.00%	
Caterpillar Safety Services	15.00%	N/A

EXHIBIT B



06/11/2015

City of Glendale Landfill
 Attention: Ernie Ruiz

Dear Ernie, on behalf of Empire Machinery, Caterpillar Inc. and National IPA, we are pleased to quote the following.

**2015 New Caterpillar 950M Fusion Coupler / Waste Package
 Standard Equipment**

POWERTRAIN

Brakes, full hydraulic enclosed wet-disc
 with Integrated Braking System (IBS)
 Brake wear indicators
 Engine, Cat 7.1 w/ US Tier 4 Final /
 EU Stage IV rating
 Cat Clean Emissions Module (CEM) with
 Diesel Particulate Filter (DPF) and
 remote Diesel Emissions Fluid (DEF)
 tank & pump
 Fan, radiator, electronically
 controlled, hydraulically driven,
 temperature sensing, on demand
 Fuel Management System (FMS)
 Fuel priming pump (electric)
 Fuel/Water separator

hydraulic oil, transmission oil
 -Fuel level
 With following Warning Indicators:
 -Regeneration
 -Temperature: axle oil, engine intake
 manifold
 -Pressure: engine oil, fuel Pressure
 Hi/Low, primary steering oil,
 service brake oil
 -Battery voltage Hi/Low
 -Engine air filter restriction
 -Hydraulic oil filter restriction
 -Hydraulic oil Low
 -Parking brake
 -DEF low level
 -Transmission filter bypass

Axles, Manually actuated front axle
 differential lock, open differential
 rear axle, ecology drain
 Precleaner, engine air intake
 Parking Brake, disk & caliper
 Switch, transmission neutralizer lockout
 Torque converter, locking clutch with
 free wheel stator
 Transmission countershaft, powershift
 (5F/3R)

MULTI-FUNCTION MONITOR :
 - 18cm (7 in) color LCD touch-screen
 display
 - Rear-view camera image display
 (reverse travel activated)
 - Machine health parameters
CAT CONNECT (on-board, utilizing multi-
 function monitor)

ELECTRICAL

Alarm, back-up
 Alternator, 145-amp brushed
 Batteries (2), maintenance free 1400CCA
 Ignition key; start/stop switch
 Lighting system:
 -Four halogen work lights
 -Two halogen roading lights (w/ signals)
 -Two halogen rear vision lights (hood
 mounted)
 Main disconnect switch
 Receptacle start (cables not included)
 Starter, electric, heavy duty
 Starting and charging system (24-volt)

Core App software to monitor & display:
 - Total fuel consumption
 - Average fuel burn rate
 - Engine fuel consumption
 - Total idle time
 - Total operating hours
 - Travel distance (odometer)
 Basic App software to monitor & display:
 - Total idle fuel
 - Total operating hours, neutral
 - Total operating hours with hydraulic
 filter in bypass

TIRES, RIMS, AND WHEELS

A tire must be selected from the
 mandatory attachments section.
 Base machine price includes an allowance

OPERATOR ENVIRONMENT

Air conditioner, heater, and

FLUIDS

Premixed 50% concentration of extended

defroster (auto temp & fan)
 Beverage holders (2) with storage
 compartment for cell phone/MP3 player
 Bucket/Work tool function lockout
 Cab, pressurized and sound suppressed,
 (ROPS/FOPS), radio ready (entertainment)
 Includes antenna, speakers and
 converter (12-volt 10-amp)
 Camera, rearview
 Coat hook (2)
 EH Controls, lift and tilt function
 EH Parking Brake
 Ergonomic cab access ladders
 & handrails
 Horn, electric
 Light, two dome (cab)
 Mirrors, rearview external with
 integrated spot mirrors
 Post mounted membrane 16 switch keypad
 2 receptacles, 12-Volt
 Seat, Cat Comfort (cloth) air suspension
 Seat belt, retractable, 51mm (2") Wide
 Steering, HMU wheel
 Sun visor, front
 Wet-Arm wipers/washers front & rear,
 Intermittent front wiper
 Window, sliding (left and right sides)
 Viscous mounts

COMPUTERIZED MONITORING SYSTEM

With following gauges:

- Speedometer/Tachometer
- Digital gear range indicator
- DEF (Diesel exhaust fluid) level
- Temperature: engine coolant,

life coolant with freeze protection
 to -34C (-29F)

OTHER STANDARD EQUIPMENT

Auto idle shutdown
 Couplings, Caterpillar O-ring face seal
 Ecology drains for engine, transmission,
 and hydraulics
 Fenders, steel front with mud-flap/rear
 with extension
 Filters: fuel, engine air, engine oil,
 hydraulic oil, transmission
 Fuel cooler
 Grease zerks
 Grill, airborne debris
 Hitch, drawbar with pin
 Hood, non-metallic power tilting with
 rear clamshell
 Hoses, Caterpillar XT
 Hydraulic oil cooler (swing out)
 Hydraulic System, load sensing
 Kickout, lift & tilt, automatic
 (adjustable in cab)
 Linkage, Optimize Z-Bar
 Oil sampling valves
 Remote diagnostic pressure taps
 Ride control, 2V
 Service Center (electrical & hydraulic)
 Sight gauges: engine coolant, hydraulic
 oil, and transmission oil level
 Steering, load sensing
 Toolbox
 Vandalism protection caplocks

Configured as Follows

Ref #	Description
3607932	950M Wheel Loader
3861319	Industrial Package
3847011	Standard Lift
3930069	Counterweight
3669910	Axles, Auto Diff F/R ED, SG Industrial Package
3733893	Hydraulics 3V
3669912	Hydraulic Oil
3733910	Standard Starting Package
3647272	Standard Lighting
3847009	Standard HMU Steering
3847005	Auto Differential, HMU
3757658	Air Suspension Seat HMU
3927092	Single Axis Levers w/ FNR 3V
4501592	3" Seatbelt w/ Indicator
3661983	Standard Mirrors
3886245	Product Link Satellite PL321
3649808	Cooling 6 fins per inch
3733906	Fan Variable Pitch / Reversing
3717064	Antifreeze

4443238 Cab Roof Cap Metallic
4550862 Cover, HVAC, Steel
3650121 Precleaner, Trash
3994330 Sound Supression, Industrial
3847012 Linkage High Lift
3847015 Manual Grease
0P0309 Domestic Truck
3721600 Radio, AM/FM/USB/MP3 Bluetooth
3721603 Radio Ready, CB
4168461 Respa Precleaner
3994332 Powertrain Guard, Industrial
3608835 Guard, Tilt Cylinder
3847017 Lubrication, Manual High Lift
3533169 Beacon
4362591 Film, Waste
3788421 Connector Lines 3V
3776178 Industrial Grapple Bucket 6.0 CYD
4668778 Windows Flat Rubber Mounted

Warranty

Three year / 5500 hour premier warranty coverage included.

NIPA Pricing Summary Contract Number 120377

Sale Price:	\$335,926.00
Sales Tax:	<u>\$ 27,042.04</u>
Total Price:	\$362,968.04

FOB City of Glendale Landfill

If you have any questions regarding this information please let me know. Thank you for allowing Empire Machinery to assist with your Caterpillar equipment needs.

Sincerely,



Doug Calvet
Account Manager



Legislation Description

File #: 15-503, **Version:** 1

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7410 WEST BELL ROAD

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Policy Guidance

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 7410 West Bell Road.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 4999 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7410 WEST BELL ROAD IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7410 West Bell Road in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this ___ day of _____, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

RECITALS

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7410 West Bell Road, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
 - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
 - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
 - i) Any Rent, including Base Rent, or other sum in default;
 - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
 - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
 - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
 - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
 - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
 - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
 - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
 - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
 - i) Be from a company rated at least A- by AM Best;
 - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
 - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
 - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
 - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
 - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
 - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
 - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.

- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

(see attached)

PHO_ARROWHEAD-CROSSING 3 SC
 7410 W. BELL ROAD
 GLENDALE, AZ 85308

LOOKING NORTH

EXISTING VIEW -




PHOTOGRAPHIC SIMULATION -



PROPOSED RELOCATION AND INSTALLATION OF LESSEE ANTENNA ARRAY AND MICROWAVE DISH MOUNTED TO 35' REPLACEMENT UTILITY POLE. ADDITION OF LOW-PROFILE SUNWEST EQUIPMENT CABINET, WITH PERFORATED SHEET METAL SCREENING. ADDITION OF COMMERCIAL ELECTRICAL PEDESTAL WITH INTEGRATED LOAD CENTER.




YOUNG DESIGN CORP. - 10245 E. VIA LINDA, STE. 211
 SCOTTSDALE, AZ 85258 - (480) 451-9609




verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW: _____ DATE: _____
CONSTRUCTION SIGNATURE: _____
OF SIGNATURE: _____
FACILITIES SIGNATURE: _____
LEGAL ESTIMATE SIGNATURE: _____
PLANS PREPARED BY: _____



young design corp
architecture / project management
1045 E. 5th Ave, Scottsdale, AZ 85268
ph. 480 451 5563 fax. 480 451 5562
www.youngdesigncorp.com



THE BOARD OF ENGINEERS AND ARCHITECTS OF THE STATE OF ARIZONA
REGISTERED PROFESSIONAL ENGINEER
NO. 12345
EXPIRES 12/31/2015

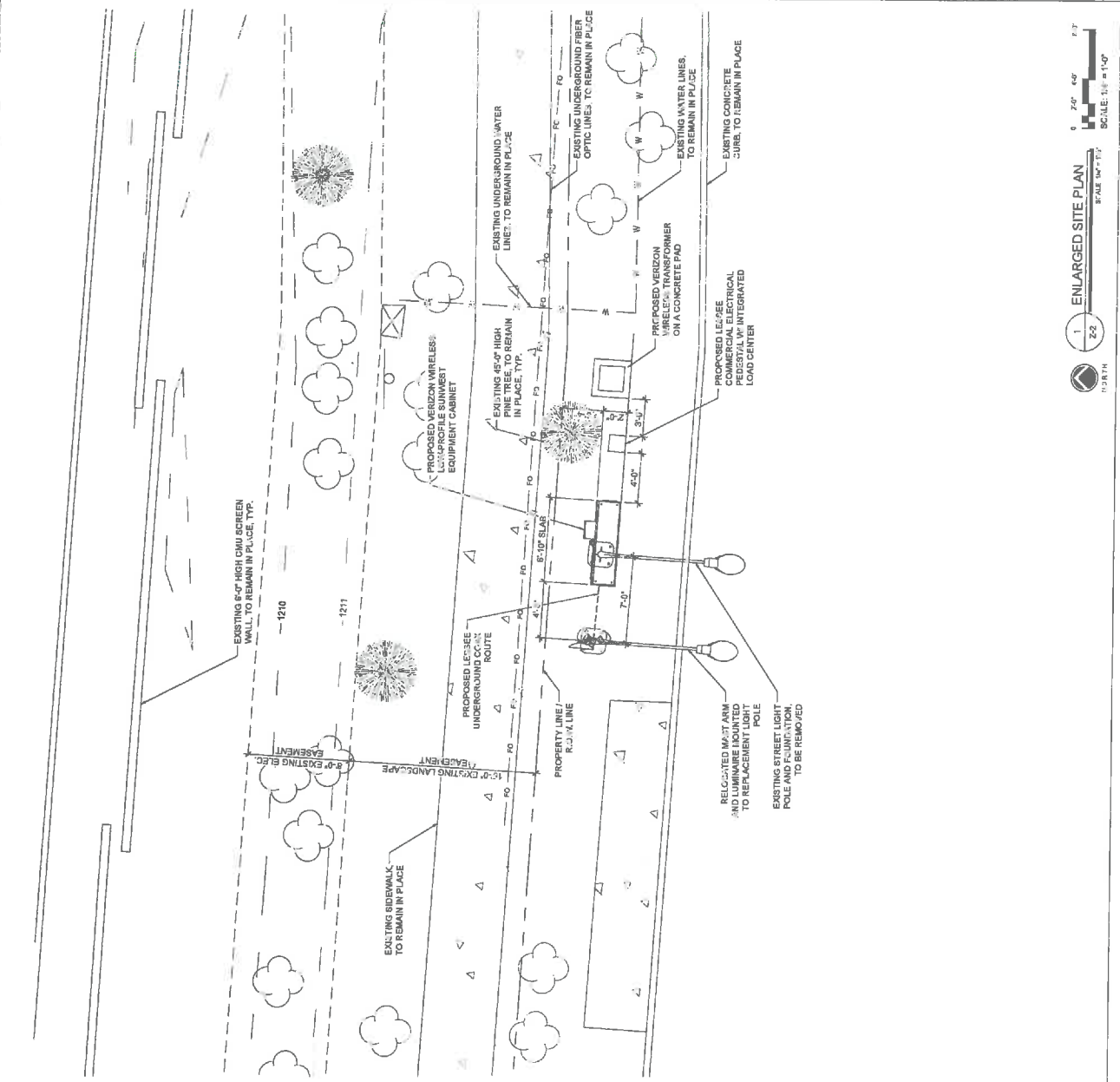
NO.	DATE	DESCRIPTION
1	11/19/2014	SUBMITTAL
2	2/17/2015	RE-INT
3	3/02/2015	POWER COORDINATION
4	4/17/2015	RELOCATED FOUNDATION

PROJECT INFORMATION
PROJECT NO. YDC-0069
PHO_ARROWHEAD-CROSSING_3_SC
7410 W BELL ROAD
GLENDALE, AZ 85308

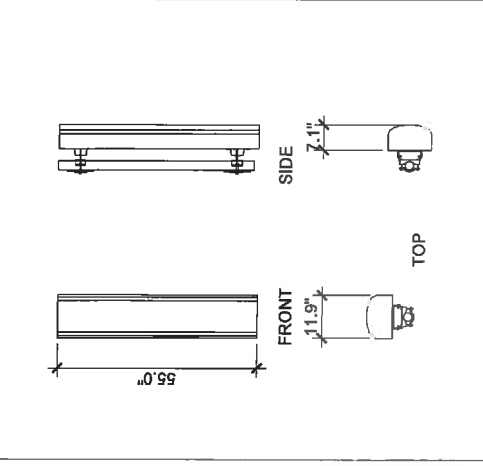
SHEET TITLE
ENLARGED SITE PLAN
SITE DETAILS

CLIENT APPROVAL

SHEET NUMBER
Z-2



1 ENLARGED SITE PLAN
SCALE: 1/8" = 1'-0"

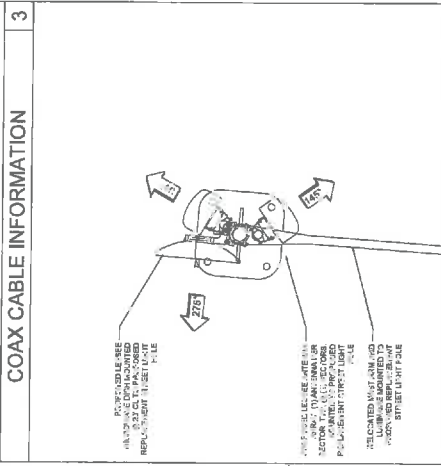


4 ANTENNA DETAIL

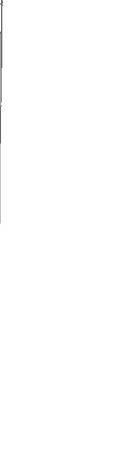
SECTOR	AZIMUTH	LENGTH (FT.)	SIZE	TYPE
ALPHA	30°	3.47'-0"	4 1/2"	T.B.D.
BETA	145°	3.47'-0"	4 1/2"	T.B.D.
MU/7	275°	3.42'-0"	1 1/2"	ESS

NOTE:
ALL DIMENSIONS SHALL BE RELATIVE TO TRUE NORTH.
UNLESS NOTED OTHERWISE

*IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



3 COAX CABLE INFORMATION



2 PROPOSED ANTENNA CONFIGURATION

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

DATE

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY



jones design corp
architects / project management
12445 E Via Linda, Scottsdale, AZ 85258
PH: 480 431 9869 | FAX: 480 431 9888
www.jonesdesigncorp.com

SEALED

DATE

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PHO_ARROWHEAD-CROSSING_3_SC

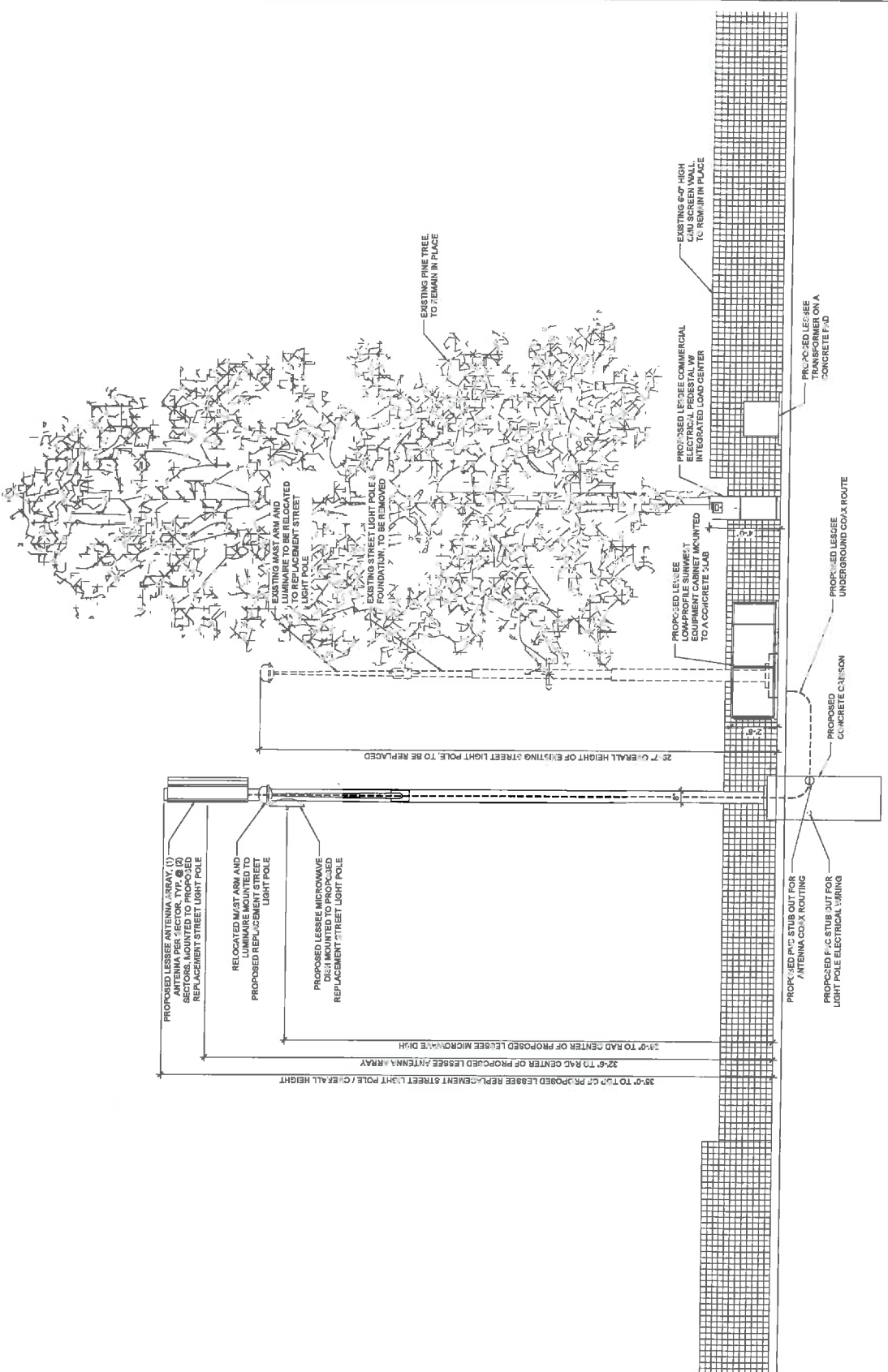
7410 W BELL ROAD
GLENDALE, AZ 85308

SHEET TITLE

ELEVATIONS

UNION CITY APPROVAL

SHEET NUMBER
Z-3



1
23

PROPOSED SOUTH ELEVATION

SCALE: 3/8" = 1'-0"

SCALE: 3/8" = 1'-0"

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE
AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



Legislation Description

File #: 15-504, Version: 1

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 7831 NORTH 59TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 7831 North 59th Avenue.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5000 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 7831 NORTH 59TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or designee is hereby authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 7831 North 59th Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this ___ day of _____, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

RECITALS

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 7831 North 59th Avenue, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
 - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
 - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
 - i) Any Rent, including Base Rent, or other sum in default;
 - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
 - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
 - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
 - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
 - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
 - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
 - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
 - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
 - i) Be from a company rated at least A- by AM Best;
 - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
 - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
 - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
 - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
 - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
 - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
 - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

(see attached)

PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO_LIFE-FELLOWSHIP_SC

SITE LOCATION: 7831 N. 59TH AVENUE
GLENDALE, AZ 85301

DATE: 6/15/2015

APPLICANT: SHAW AND ASSOCIATES
1222 W. CAVEDALE DR.
PHOENIX, AZ 85085

CONTACT: RICHARD SHAW, ESQ.
(480) 204-1843

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING VIEW -
LOOKING SOUTHEAST



PHOTOGRAPHIC SIMULATION -
LOOKING SOUTHEAST

PROPOSED RELOCATION AND REPLACEMENT 30' STREET LIGHT POLE AND INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY. ADDITION OF SUNKWEST LOW-PROFILE EQUIPMENT CABINET AND METER PEDESTAL.





verizon wireless

SITE NAME: PHO_LIFE-FELLOWSHIP__SC
(SMALL CELL)



SITE PHOTO

SHEET INDEX

- T1 PROJECT INFORMATION AND DATE
- L04 QUOTE
- Z01 SITE PLAN
- Z02 ENHANCED SITE PLAN
- Z03 SCHEDULE WITH
- Z04 SET BILLING

CLIENT

VERIZON WIRELESS
12017 GEMINI DR.
TEMPE, ARIZONA 85283
PH: 480 431 9008
WWW.VERIZON.COM

PROJECT DATA

LEASER: VERIZON WIRELESS
LEASE: 12017 GEMINI DR.
TEMP: 12017 GEMINI DR.
CITY: TEMPE, AZ
COUNTY: MARICOPA
STATE: AZ
CITY OF GLENDALE
BUILDING: 5706E

PROPERTY OWNER

CITY OF GLENDALE
12017 GEMINI DR.
CITY OF GLENDALE, AZ 85283
CONTACT: JAMES W. WILSON
PHONE: 480 431 9008

PROJECT DESCRIPTION

THE PROJECT CONSISTS OF THE INSTALLATION OF ONE ANTENNA AND ONE SMALL CELL ON THE EXISTING UTILITY POLE LOCATED AT THE INTERSECTION OF GLENDALE AVENUE AND NORTHERN AVENUE. THE ANTENNA AND SMALL CELL WILL BE MOUNTED ON THE EXISTING UTILITY POLE. THE PROJECT AREA IS UNIMPAIRED AND IN FULL COMPLIANCE WITH ALL APPLICABLE REGULATIONS AND ORDINANCES.

SITE ACQUISITION

12017 GEMINI DR.
TEMPE, ARIZONA 85283
CONTACT: JAMES W. WILSON
PHONE: 480 431 9008

PROJECT INFORMATION

PROJECT NO.: YDC-0360
PROJECT INFORMATION:

DATE

DATE: 8/20/2015
REVISION: 1
REVISION: 2

CLIENT COMMENTS

CLIENT COMMENTS:

PROJECT INFORMATION

PROJECT NO.: YDC-0360
PROJECT INFORMATION:

DATE

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REVISION: 2

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PROJECT INFORMATION

PROJECT NO.: YDC-0360
PROJECT INFORMATION:

DATE

DATE: 8/20/2015
REVISION: 1
REVISION: 2

CLIENT COMMENTS

CLIENT COMMENTS:

CLIENT

verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW

DATE: _____

CONTRACTOR SIGNATURE: _____

RF SIGNATURE: _____

FACILITES SIGNATURE: _____

REAL ESTATE SIGNATURE: _____

PLANS PREPARED BY: _____

design corp

architecture / project management
11745 E. WILSON, SCOTTSDALE, AZ 85258
PH: 480 451 9609 FAX: 480 431 9008
E: info@designcorp.com

FOR PREVIEW ONLY

NO.	DATE	DESCRIPTION
0	8/20/2015	PRELIMINARY REVIEW
1	8/20/2015	CLIENT COMMENTS

PROJECT'S JOB NO.
YDC-0360

PHO_LIFE-FELLOWSHIP__SC

7831 N. 69TH AVENUE
GLENDALE, AZ 85301

SHEET TITLE
TITLE SHEET

SECTION MAP

SHEET NUMBER
T-1

CLIENT



126 W. GEMINI DR.
TEMPE, AZ 85283

DATE

INTERIOR REVIEW

CONTRACTOR SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

SEAL, EXPIRE DATE

PLANS PREPARED BY

design corp

10745 E. Via Linda, Scottsdale, AZ 85258
PH: 480 451 9609 FAX: 480 451 8608
WWW.DESIGNCORP.COM

SEAL

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PRELIMINARY FOR REVIEW

NO DATE DESCRIPTION

0 0/0/00 PRELIMINARY REVIEW

1 5/22/01 CLIENT COMMENTS

ARCHITECT JOB NO. YDC-6360

PROJECT INFORMATION

PHO_LIFE-FELLOWSHIP_SC

7831 N. 99TH AVENUE
GLENDALE, AZ 85307

SHEET TITLE

OVERALL SITE PLAN

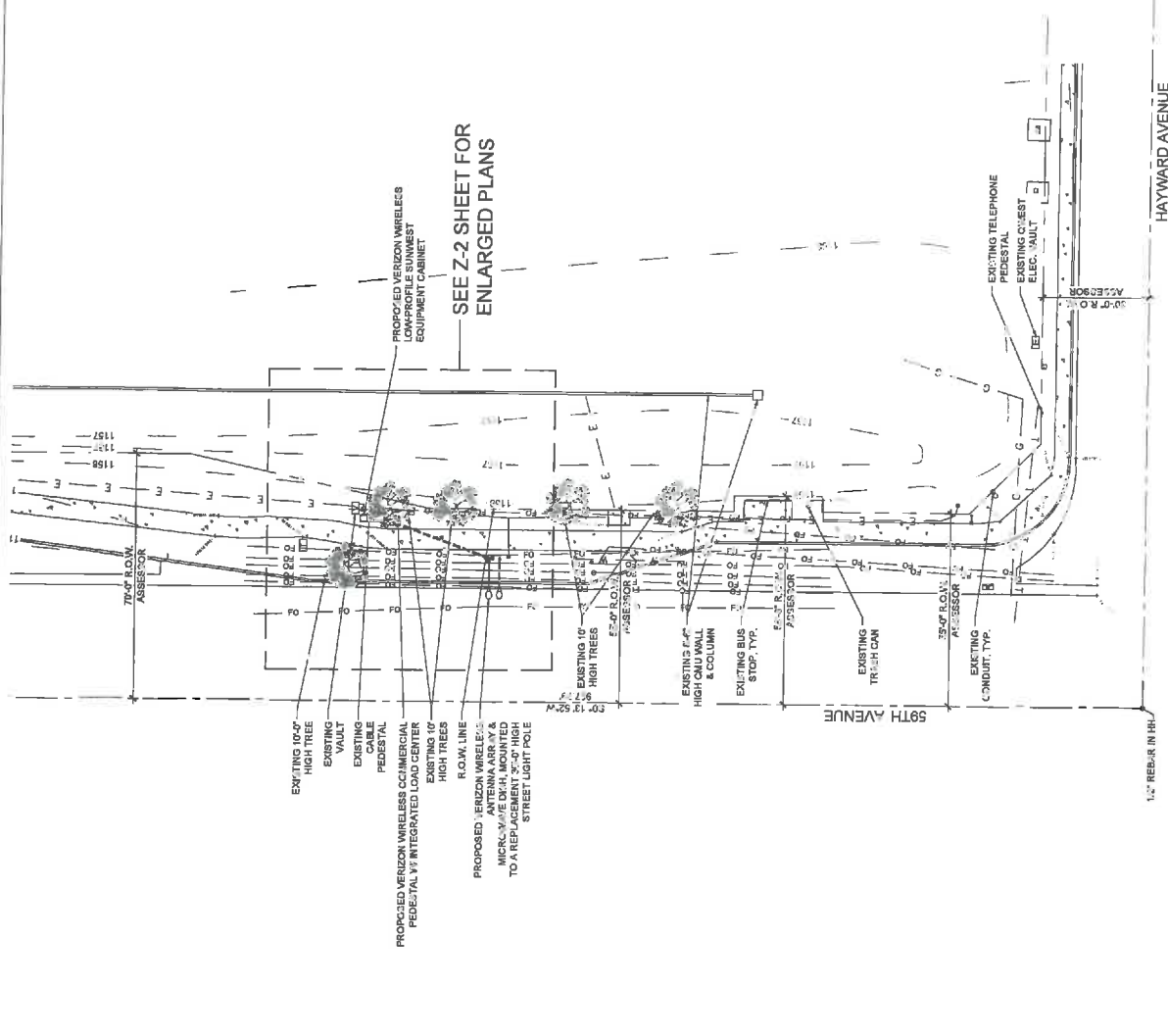
ALLOCATION 4849/04

SHEET NUMBER

Z-1



1 SITE PLAN
Z-1



SEE Z-2 SHEET FOR ENLARGED PLANS

1/8\"/>

CLIENT
verizon wireless
 128 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW

CONSTRUCTION SIGNATURE

RF SIGNATURE

FACILITIES SIGNATURE

FINAL ESTIMATE SIGNATURE

PLANS PREPARED BY

SA Young & design corp
 architecture / project management
 10215 E. Via Linda, Scottsdale, AZ 85258
 PH: 480 451 9129 fax: 480 451 9098
 www.sayoung.com

SCALE
 This drawing is prepared and the project is being prepared by SA Young & design corp. It is the responsibility of the client to verify the accuracy of the information and/or information contained herein. SA Young & design corp. is not responsible for any errors or omissions in this drawing or for any consequences arising therefrom.

NO DATE DESCRIPTION

0 8/01/2015 PRELIMINARY REVIEWS

1 8/06/2015 CLIENT COMMENTS

PROJECT INFORMATION

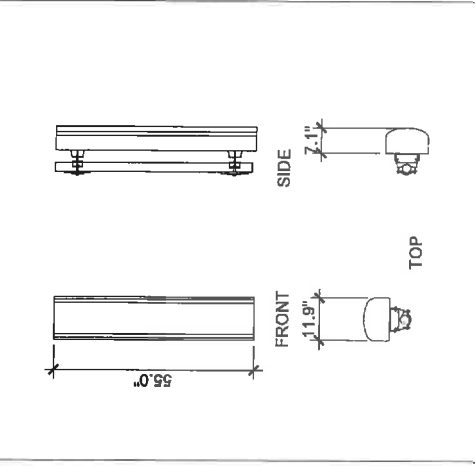
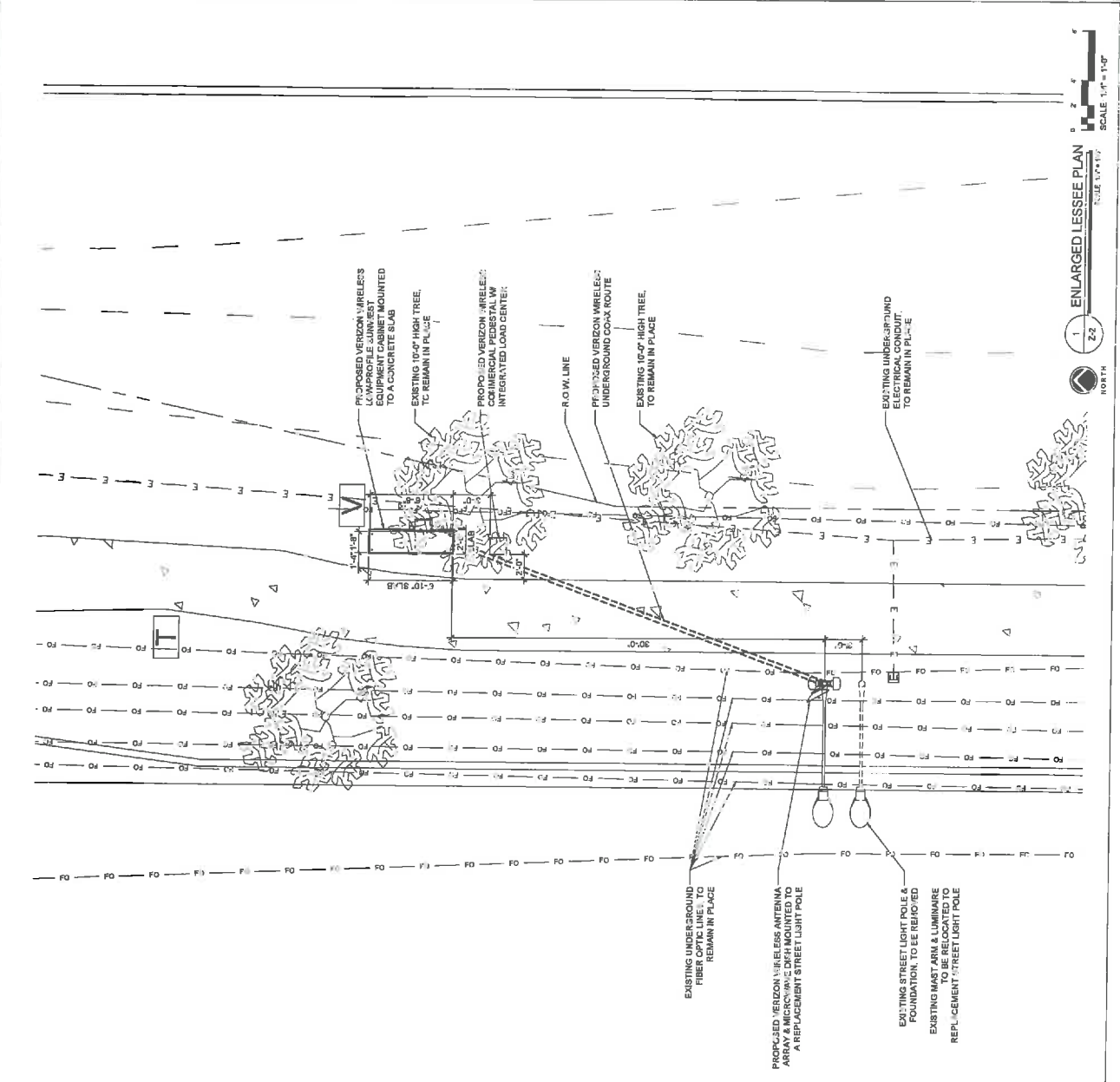
ARCHITECT JOB NO. YDC-6360

PROJECT INFORMATION

PHO_LIFE-FELLOWSHIP_SC

ASSET TITLE
ENLARGED SITE PLAN
SITE DETAILS

PROJECT NUMBER
Z-2



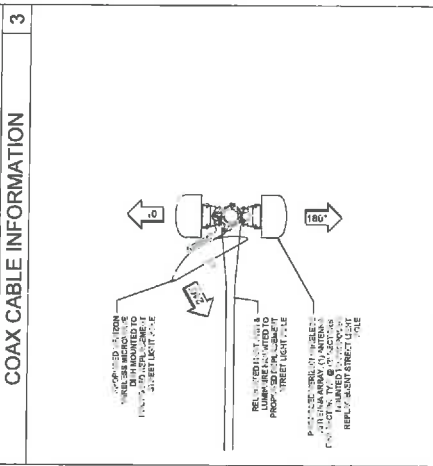
ANTENNA DETAIL 4

COAXIAL CABLE TABLE

SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	0°	± 163'-0"	4	1/2"	T.B.D.
BETA	180°	± 84'-0"	4	1/2"	T.B.D.
MW	240°	± 162'-0"	1	1/2"	EC2

NOTE: DIMENSIONS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.

IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY ALL DIMENSIONS AND CONDITIONS WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE
AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



Legislation Description

File #: 15-505, Version: 1

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 8143 NORTH 47TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 8143 North 47th Avenue.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5001 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 8143 NORTH 47TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 8143 North 47th Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this ___ day of _____, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

RECITALS

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 8143 North 47th Avenue, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
 - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
 - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
 - i) Any Rent, including Base Rent, or other sum in default;
 - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
 - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
 - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
 - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
 - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
 - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
 - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
 - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
 - i) Be from a company rated at least A- by AM Best;
 - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
 - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
 - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:

- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
- ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
- iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
- iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
- v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post-termination removal operations.

21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

(see attached)

PHOTOGRAPHIC SIMULATION

PROPOSED WIRELESS COMMUNICATIONS FACILITY



SITE NAME: PHO_APOLLO-HS_SC

SITE LOCATION: 8143 N. 47TH AVE
GLENDALE, AZ 85302

DATE: 5/8/2015

APPLICANT: SHAW AND ASSOCIATES
1222 W. CAVEDALE DR.
PHOENIX, AZ 85085

CONTACT: Candace Sutherland-Mott
(480) 772-6043

SITE LOCATION MAP



2015 GOOGLE MAPS

The included Photograph Simulation(s) are intended as visual representations only and should not be used for construction purposes. The materials represented within the included Photograph Simulation(s) are subject to change.



EXISTING VIEW -
LOOKING NORTHWEST

PHOTOGRAPHIC SIMULATION -
LOOKING NORTHWEST



PROPOSED REMOVAL OF EXISTING UTILITY POLE, AND REPLACEMENT WITH 30' UTILITY POLE.
PROPOSED INSTALLATION OF MOUNTED LESSEE ANTENNA ARRAY AND MICROWAVE
DISH. ADDITION OF LOW-PROFILE SUNWEST EQUIPMENT CABINET AND PEDESTAL METER.



CLIENT

verizon wireless
 126 W. GEMINI DR.
 TEMPE, AZ 85283

INTERNAL REVIEW DATE

CONSTRUCTION SIGNATURE

PF SIGNATURE

FACILITIES SIGNATURE

REAL ESTATE SIGNATURE

PLANS PREPARED BY

project design corp
 architecture / project management
 10243 E. Via Linda, Scottsdale, AZ 85258
 ph: 480 451 9609 fax: 480 451 9638
 www.projectdesigncorp.com

PROJECTS JCB REC.
 YDC-6065

PROJECT FORMATION

PHO_ APOLLO-HS_SC
SMALL CELL
 8143N 47TH CITE
 GLENDALE, AZ 85302

SITE PLAN

APPROVAL SIGNATURE

REVISIONS

NO.	DATE	DESCRIPTION
0	4/26/2015	SUBMIT
1	5/26/2015	SITE ASO COMMENTS

SCALE

0 4 8

SCALE 1/8" = 1'-0"

1 SITE PLAN

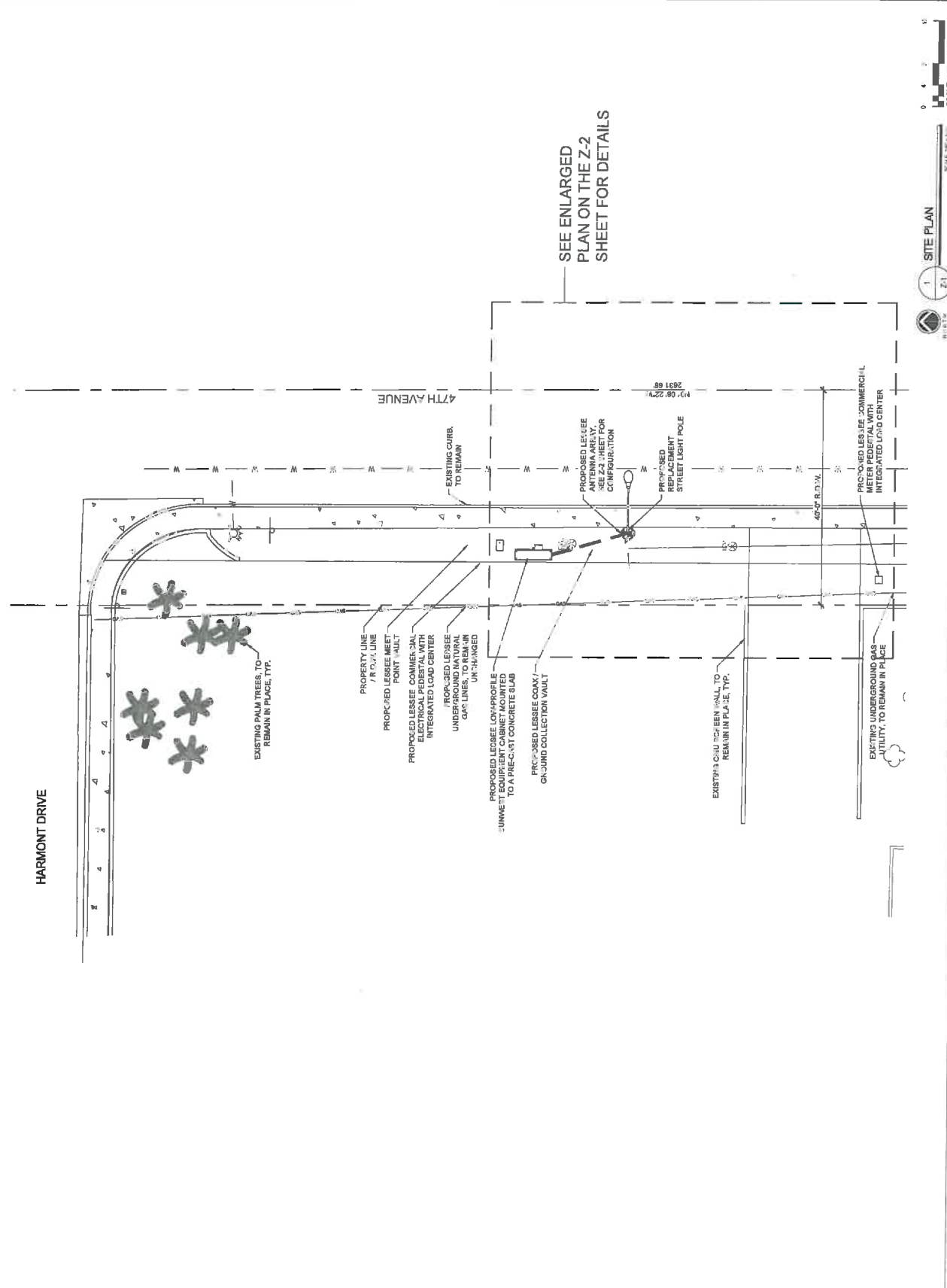
2/1

PHO_ APOLLO-HS_SC
SMALL CELL
 8143N 47TH CITE
 GLENDALE, AZ 85302

SITE PLAN

APPROVAL SIGNATURE

SHEET No. 4525
Z-1



CLIENT
verizon wireless
 126 W. GEMINI DR.
 TEMPE, AZ 85283

DATE: _____
 INTERVAL REVIEW: _____
 CONSTRUCTION SIGNATURE: _____
 SITE SIGNATURE: _____
 FIELD UTILITIES SIGNATURE: _____
 FIELD ESTIMATE SIGNATURE: _____
 PLANS PREPARED BY: _____

young design corp
 architecture / project management
 11043 E. Via Linda, Suite 100, Mesa, AZ 85206
 Phone: 480 451 9889 Fax: 480 451 9838
 www.youngdesign.com

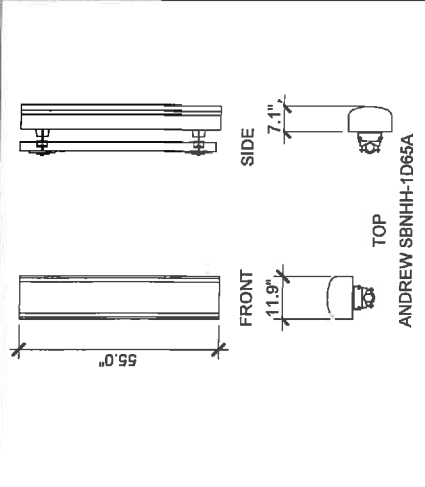
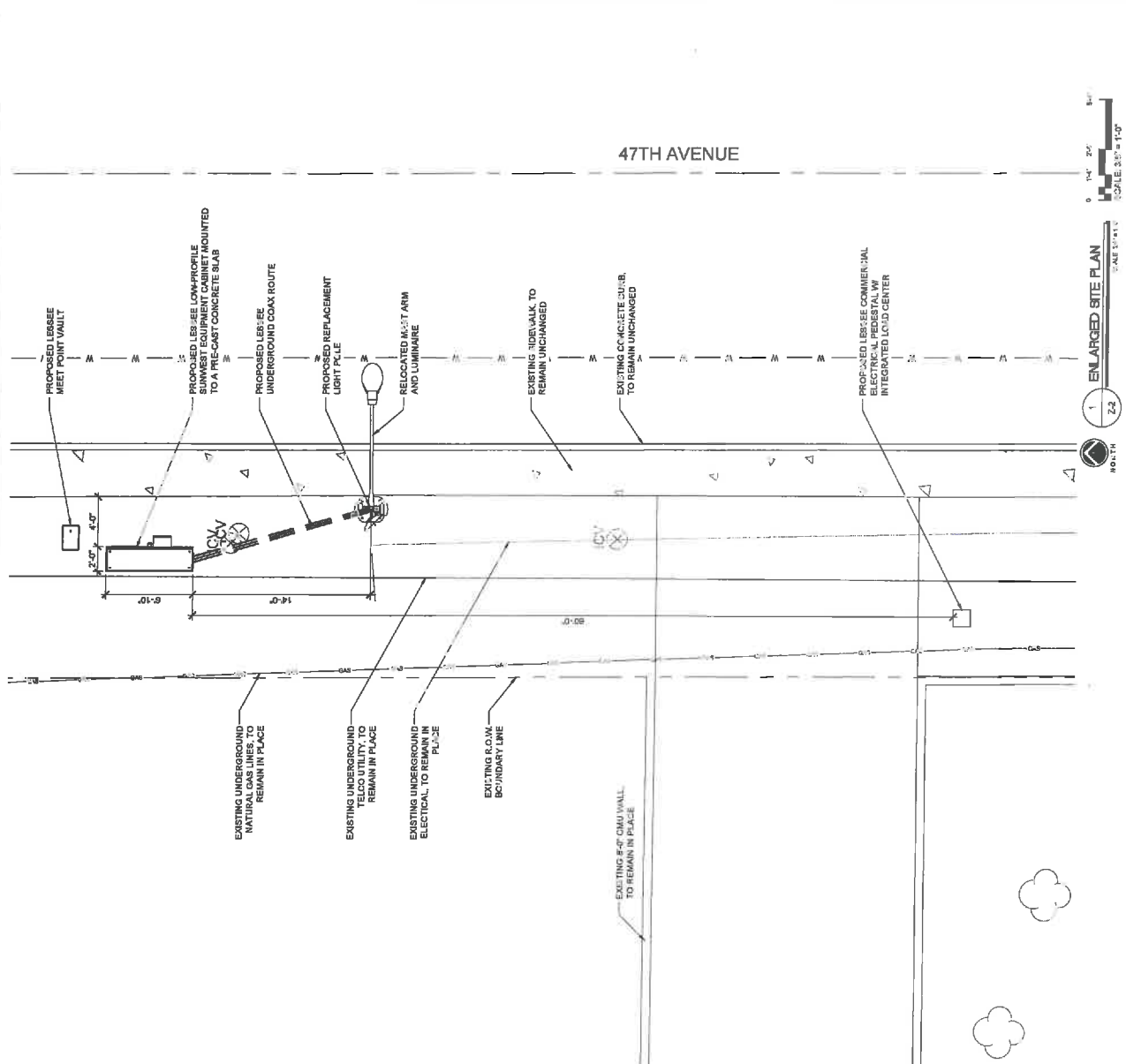
SEAL
 I am a duly Licensed Professional Engineer in the State of Arizona and the holder of the appropriate license for the design of electrical systems. I hereby certify that the design of this system complies with all applicable codes and standards and that I am not providing any services which require a license from any other authority.
 DATE: 6/27/2019
 PROJECT INFORMATION: YDC-8685

NO. 0
 DATE: 6/27/2019
 SUBJECT: PHO_ APOLLO_HS_SC
 SHEET NO. 1
 SHEET TITLE: SMALL CELL
 PROJECT INFORMATION: YDC-8685

PHO_ APOLLO_HS_SC
 SMALL CELL
 8123 N 47TH AVE
 GLENDALE, AZ 85302

ENLARGED SITE PLAN
 APPROVED FOR APPROVAL

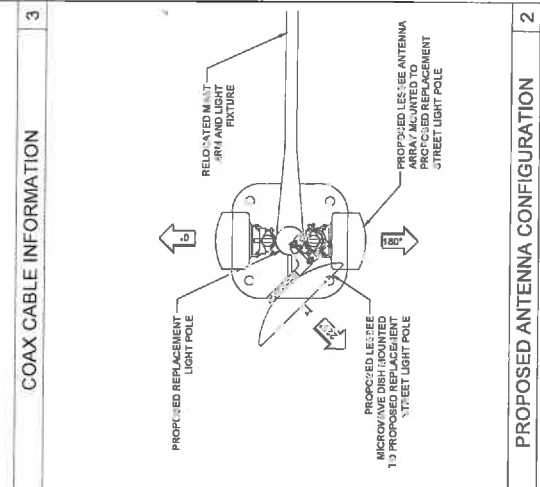
SHEET NUMBER: **Z-2**



COAXIAL CABLE TABLE

SECTOR	ADMIN	LENGTH	NO.	SIZE	TYPE
ALPHA	0"	4'-0"	4	1/2"	TLC
BETA	1'-0"	8'-0"	4	1/2"	TLD
DELTA	0"	8'-0"	1	1/2"	ESG

COAX CABLE INFORMATION



CLIENT



126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW DATE

CODING REVIEW SIGNATURE

DATE

DESIGNER SIGNATURE

DATE

FACILITY'S SIGNATURE

DATE

LEGAL ESTATE SIGNATURE

PLANS PREPARED BY



Tree Design Corp
project management
10245 E. Via Linda, Scottsdale, AZ 85258
ph. 480 451 9609 fax. 480 451 9808
corporate@tree-design.com

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DATE 4/29/2015
DATE 5/21/2015
DATE 5/21/2015

NO.	DATE	DESCRIPTION	BY
0	4/29/2015	ISSUE FOR PERMIT	SCOTT M. A.
1	5/21/2015	REV. A-D COMMENTS	

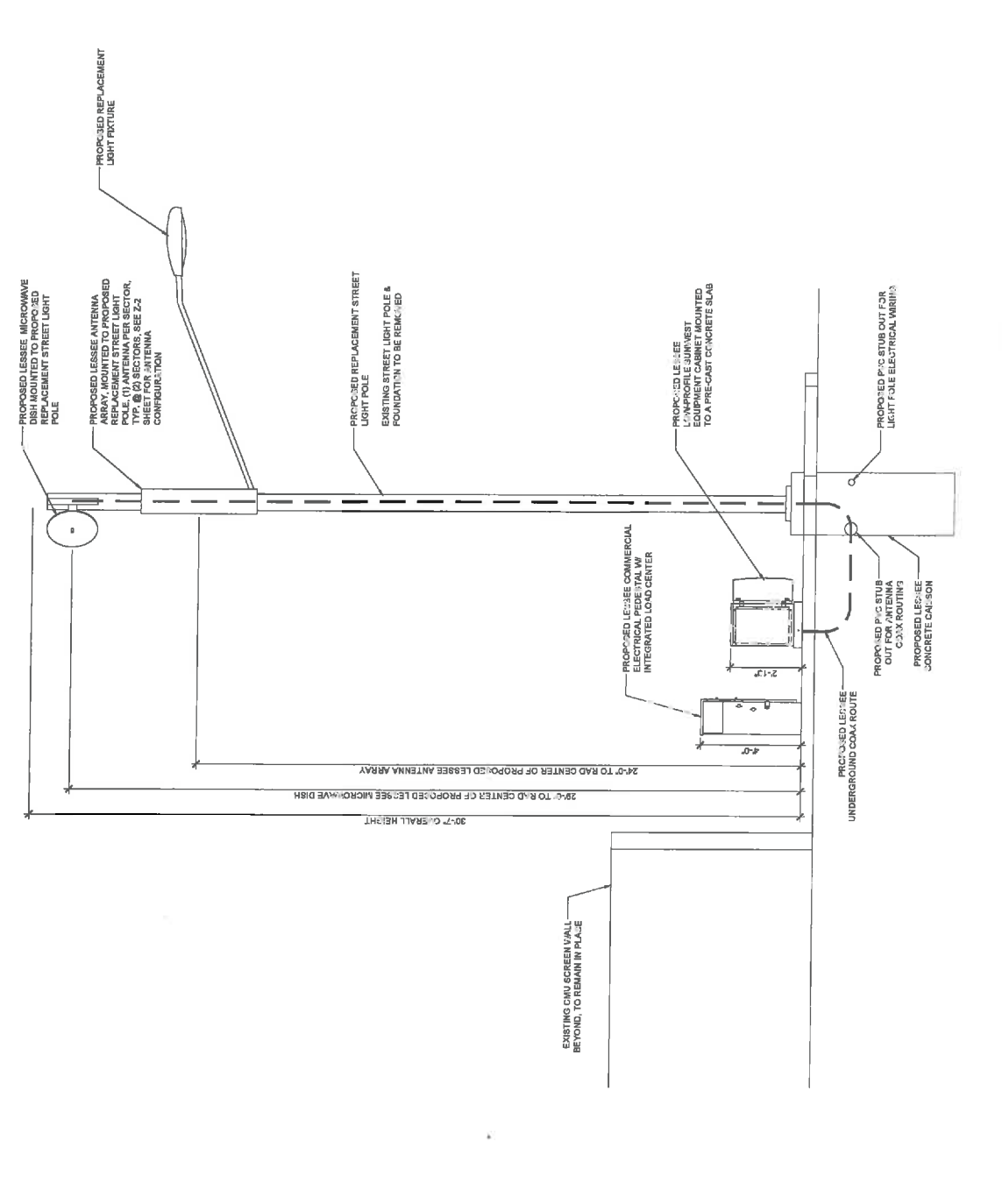
PROJECT NO. YDC-8085
PROJECT DESCRIPTION

PHO_APOLLOHS_SC
SMALL CELL
8143 N 47TH AVE
GLENDALE, AZ 85302

SOUTH ELEVATION

PREPARED BY APPROVED BY

SHEET NUMBER 24



1 SOUTH ELEVATION
24

SCALE: 1/2" = 1'-0"

STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE
AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



Legislation Description

File #: 15-506, **Version:** 1

AUTHORIZATION OF LICENSE AGREEMENT WITH VERIZON WIRELESS (VAW), LLC FOR THE INSTALLATION OF A DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) ON A CITY STREETLIGHT WITHIN PUBLIC RIGHT-OF-WAY AT 22800 NORTH 67TH AVENUE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for the City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to execute a license agreement between the City of Glendale and Verizon Wireless (VAW), L.L.C., dba Verizon Wireless, for the installation of a distributed antenna system (small cell) on a city-owned streetlight pole within public right-of-way located at 22800 North 67th Avenue.

Background

Verizon Wireless contacted the city to request permission to expand its existing network facilities in Glendale. This license will allow Verizon Wireless to install a small cell antenna on an existing city streetlight within Glendale right-of-way. The existing streetlight pole at this site is a direct bury pole, and it will be necessary for Verizon to install a new pole with a concrete base to support the additional equipment. This will result in structurally enhancing the city's existing infrastructure. Verizon Wireless's infrastructure investment in the West Valley allows them to meet their current and future clients' connection needs and the growing demand for cellular service.

Staff has developed guidelines to standardize the fees charged for distributed antenna system (small cell) license agreements moving forward as shown in the attached document. These guidelines will be followed in negotiating new licenses and renewing licenses as they expire. The fees are consistent for each site and are based upon industry standard, geographical location and comparable rates being charged to competitive wireless carriers by other local municipalities such as Phoenix, Tempe and Scottsdale. Each site will have an antenna base fee, plus a ground equipment fee (if applicable) for the cubic feet of equipment in the right-of-way.

Analysis

- There will be additional construction needed as a result of this action.
- There are no costs incurred by the city as a result of this action.
- This new license agreement falls within Category 1 of the guidelines, with a footprint of less than 50 cubic feet, and will be charged accordingly.
- This license agreement is for a 10-year term, with a bilateral option to extend the license agreement for an additional three, five-year extension periods.

Community Benefit/Public Involvement

Verizon Wireless's infrastructure investment in Glendale allows Verizon to meet the cellular service needs of Glendale residents.

Budget and Financial Impacts

The revenue generated from this agreement during the first 10-years of the associated license, including the 3% annual increase is projected at \$40,000. All revenue shall be deposited into the General Fund.

RESOLUTION NO. 5002 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A LICENSE AGREEMENT FOR WIRELESS COMMUNICATIONS SITE IN CITY OF GLENDALE RIGHT-OF-WAY LOCATED AT 22800 NORTH 67TH AVENUE IN GLENDALE, ARIZONA WITH VERIZON WIRELESS.

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

SECTION 1. That the City Manager or his designee is hereby authorized to execute and deliver a License Agreement for Wireless Communications Site in Glendale Right-of-Way located at 22800 North 67th Avenue in Glendale, Arizona with Verizon Wireless. Said license agreement is on file with the City Clerk.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

**COMMUNICATIONS SITE LICENSE AGREEMENT FOR
VERIZON WIRELESS (VAW) LLC, dba VERIZON WIRELESS,
IN CITY OF GLENDALE RIGHT-OF-WAY**

This Communications Site License Agreement for Verizon Wireless (VAW) LLC, dba Verizon Wireless, in City of Glendale Right-of-Way (“Agreement”) is executed to be effective this ___ day of _____, 2015 (“Effective Date”), between the City of Glendale, an Arizona municipal corporation (“City”), and Verizon Wireless (VAW) LLC, a Delaware limited liability company, dba Verizon Wireless (“Licensee”).

RECITALS

- A. The City is the owner of certain right-of-way located in the City (“Licensed Area”), as more particularly described in the attached Exhibit A.
- B. Licensee desires to install, maintain and operate a “small cell” wireless communications facility (“Small Cell”) in the City’s right-of-way. The equipment includes, but is not limited to communications equipment, antennas, radio amplifiers, radio frequency and optical signal converters, power suppliers and meters, monitoring devices, fiber optic and other cabling, connectors and equipment necessary to serve Licensee’s Small Cell facilities as shown in Exhibit A (collectively, the “Facilities”).
- C. The City is willing to grant the Licensee a license to use the Licensed Area for the operation of the Facilities under the terms of this Agreement, subject to the approval of the Glendale City Council in connection with the public hearing requirements of A.R.S. § 9-551 *et seq.*, and all as implemented by the City’s Project Manager, whose approvals shall not be unreasonably withheld.

AGREEMENT

In consideration of the following mutual covenants, terms and conditions, the Parties agree as follows:

1. LICENSED AREA.

The Licensed Area includes and is limited to the following areas depicted in Exhibit A: i) The area on which the Facilities are located at 22800 North 67th Avenue, or an alternative area in the right-of-way, as approved by the City; and ii) Reasonable access to the Facilities through the public right-of-way.

2. CITY’S REPRESENTATIONS AND WARRANTIES.

- A. The City represents and warrants to the Licensee that: i) the City, and its duly authorized signatory, have full right, power, and authority to execute this Agreement on behalf of the City; ii) the City has good and unencumbered title to

the Licensed Area free and clear of any liens or mortgages, except those disclosed to the Licensee that will not interfere with Licensee's right to use the Licensed Area; and iii) the City's execution and performance of this Agreement will not violate any laws, ordinances, covenants, mortgages, licenses or other agreements binding on the City.

- B. The Licensee has studied and inspected the Licensed Area and accepts the same "AS IS" without any express or implied warranties of any kind, other than those warranties contained in Subsection (2)(A) immediately above, including any warranties or representations by the City as to its condition or fitness for any particular use. The Licensee has inspected the Licensed Area and obtained information and professional advice as the Licensee has determined to be necessary related to this Agreement.

3. GRANT OF LICENSE; TERM.

- A. Nothing in this Agreement will be construed as granting the Licensee the authority to use any property that is owned by any person or entity other than the City.
- B. The initial term of this License Agreement shall be for a period of ten (10) years (the "Initial Term"), commencing on the Commencement Date (as defined in paragraph 4.C below) and ending at 11:59 p.m. on the day immediately preceding the tenth (10th) anniversary thereof, unless sooner terminated as stated herein. This Agreement shall be automatically renewed for no more than three successive five-year Renewal Terms, unless Licensor or Licensee notifies the other party in writing of such party's intent not to renew this Agreement at least one hundred eighty (180) days prior to the expiration of the Initial Term or any Renewal Term, as applicable.
- C. If Licensee continues to occupy the Licensed Area after the expiration or termination of this Agreement, holding over will not be considered to operate as a renewal or extension of this Agreement, but shall be a month-to-month license and the Licensee must pay the City fees in an amount that is double the amount of normal license fee that would otherwise be due under Section 4.
- D. Notwithstanding any provision in this Agreement to the contrary or any negotiation, correspondence, course of performance or dealing, or any other statements or acts by or between the parties, Licensee's rights in the Licensed Area are limited to the rights created by this Agreement. Licensee's rights are subject to all covenants, restrictions, easements, agreements, reservations and encumbrances upon, and all other conditions of title to, the Licensed Area. Licensee's rights under this Agreement are further subject to all present and future building restrictions, regulations, zoning laws, ordinances, resolutions and orders of any local, state or federal agency, now or later having jurisdiction over, the Licensed Area or the Licensee's use of the Licensed Area.

4. LICENSE FEES; COSTS; TAXES.

- A. As of the Commencement Date, Licensee shall pay, without notice and free from all claims, deductions and setoffs against the City, an annual license fee in the amount of \$3,368.00 for one (1) street light attachment, including ground equipment with a “footprint” of up to fifty (50) cubic feet, for Licensee’s Facilities and associated equipment within the Licensed Area, plus all appropriate taxes (see Section 23 below) and on each subsequent anniversary of the Commencement Date during the term of this Agreement, up to and including the expiration or earlier termination thereof (“Pole Attachment Fee”).
- B. The Pole Attachment Fee will increase by three percent (3%) annually on each anniversary of the Commencement Date.
- C. The “Commencement Date” shall be defined as the first day of the month immediately following the Effective Date of this Agreement. The first annual license fee shall be paid within forty-five (45) days following the Commencement Date, and all subsequent annual license fees paid in advance on or before the anniversary of the Commencement Date.
- D. If the Licensee fails to pay any fee in full within ten (10) business days after receipt of written notice of delinquency, the Licensee is responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment is made in full.
- E. Upon submission of plans in connection with the approval of this Agreement, Licensee shall pay the City a dry utility permit fee in accordance with the City’s Community Development Fee Schedule.
- F. Licensee shall pay the City actual costs for inspections, materials testing and other costs incurred by the City as a direct result of the construction, repair, alteration or relocation of the Facilities. All costs shall be paid in full within thirty (30) days of invoice.

5. UTILITIES.

Licensee is responsible for obtaining and paying for all utilities necessary to operate the Facilities.

6. USE RESTRICTIONS.

- A. Subject to the interference provisions set forth below, Licensee shall at all times use reasonable efforts to minimize any impact that its use of the Licensed Area will have on other users of the Licensed Area.
- B. Licensee shall not remove, damage or alter in any way any improvements or personal property of the City upon the Licensed Area without the City’s prior

written approval. Licensee shall repair any damage or alteration to the City's property caused by Licensee's use of the Licensed Area to the same condition that existed before the damage or alteration, reasonable wear and tear excepted.

- C. Whenever the Licensee performs construction activities within the Licensed Area, the Licensee shall obtain all necessary construction permits and promptly, upon completion of construction, restore the remaining Licensed Area to the condition existing before construction to the satisfaction of the City's Project Manager. If the Licensee fails to restore the Licensed Area as required, the City may take all reasonable actions necessary to restore the Licensed Area, and the Licensee, within thirty (30) days of demand and receipt of an invoice, together with reasonable supporting documentation, will pay all of the City's reasonable costs of restoration.
- D. Licensee shall use the Licensed Area solely for constructing, installing, operating, maintaining, repairing, modifying and removing the Facilities. The Facilities are limited to the equipment and facilities listed on Exhibit A and other items as may be approved by the City, in its sole discretion, in writing.
- E. Licensee shall have a non-exclusive right for ingress and egress, seven (7) days a week, twenty-four (24) hours a day, for the construction, installation, operation, maintenance, modification and removal of the Facilities. In no event shall the City's use of the Licensed Area be unreasonably interrupted by the Licensee's work. Prior to entering upon the Licensed Area for activities that disrupt vehicular and/or pedestrian traffic, the Licensee shall give the Project Manager or designee at least forty-eight (48) hours advance notice in the manner provided in Section 21 of this Agreement or, in the event of emergency repairs, any prior notice as is practical.
- F. Licensee shall at all times have on call and at the City's access, an active, qualified, and experienced representative to supervise the Facilities, and who is authorized to act for the Licensee in matters pertaining to all emergencies and the day-to-day operation of the Facilities. The Licensee shall provide the Project Manager or designee with the names, addresses and 24-hour telephone numbers of designated persons in writing.
- G. In the vicinity of any above-ground facilities Licensee may have in the Licensed Area, Licensee shall keep the Licensed Area maintained, orderly and clean at all times.
- H. Licensee acknowledges that: i) the Licensee's use of the Licensed Area is subject and subordinate to, and shall not adversely affect, the City's use of the Licensed Area; and ii) the City reserves the right to further develop, maintain, repair, or improve the Licensed Area, provided that City shall reasonably cooperate with Licensee to ensure that Licensee's use and operation of the

Distributed Antenna System (DAS) Facilities is not interfered with or interrupted.

- I. Licensee shall not install any signs in the Licensed Area other than required safety or warning signs or other signs necessary for the use of the Licensed Area as requested or approved by the City. Licensee bears all costs pertaining to the erection, installation, maintenance and removal of all of its signs.

7. HAZARDOUS WASTE.

The Licensee shall not produce, dispose, transport, treat, use or store any hazardous waste or toxic substance upon or about the Licensed Area in violation of the Arizona Hazardous Waste Management Act, A.R.S. § 49-901 *et seq.*, the Resource Conservation and Recovery Act, 42 U.S.C. 6901 *et seq.*, the Toxic Substances Control Act, 15 U.S.C. 2601 *et seq.*, or any other federal, state or local law pertaining to hazardous waste or toxic substances. Licensee shall not use the Licensed Area in a manner inconsistent with any regulations, permits or approvals issued by any state agency. City and Licensee acknowledge that Licensee shall be utilizing and maintaining sealed batteries and that Licensee shall use and maintain such batteries pursuant to industry standards and applicable laws. The Licensee shall defend, indemnify and hold the City harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by the Licensee, and shall immediately notify the City of any hazardous waste or toxic substance release at any time discovered or existing upon the Licensed Area. Licensee shall promptly and without request provide the City with copies of all written communications between the Licensee and any governmental agency concerning environmental inquiries, reports or problems in the Licensed Area. City shall defend, indemnify and hold Licensee harmless against any loss or liability incurred by reason of any hazardous waste or toxic substance release on or affecting the Licensed Area to the extent caused by City, its employees, agents or representatives.

8. LICENSEE'S IMPROVEMENTS; GENERAL REQUIREMENTS.

- A. The following provisions govern all improvements, repairs, installation and other construction, removal, demolition or similar work of any description by the Licensee related to the Facilities or the Licensed Area (collectively referred to as the "Licensee's Improvements"):
 - i) In no event, including termination of this Agreement for any reason, is the City obligated to compensate the Licensee in any manner for any of Licensee's Improvements or other work provided by the Licensee during or related to this Agreement. The Licensee shall timely pay for all labor, materials and work and all professional and other services related to Licensee's Improvements and defend, indemnify and hold harmless the City against the same;
 - ii) Licensee shall perform all work in a good, workmanlike manner, and shall diligently complete the work in conformance with all building codes

and similar requirements. Licensee's Improvements shall be commensurate with high quality industry standards as approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed;

- iii) Licensee acknowledges that as of the Effective Date of this Agreement, the City has not approved or promised to approve any plans for the Licensee's Improvements, except for those improvements already in place or to the extent expressly stated in this Agreement;
- iv) Licensee shall make no structural or grading alterations, or similar structural modifications or additions or other significant construction work to the Licensed Area without having first received the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed. Review shall include all improvements, equipment, fixtures, paint and other construction work of any description as described in all plans delivered by the Licensee to the City. All such plans and construction are subject to inspection and final approval by the City as to materials, design, function and appearance;
- v) Licensee shall keep as-built records of the Licensee's Improvements and furnish copies of records to the City, at no cost to the City, upon completion of improvements and any changes to the same. Licensee shall participate as a member of the Blue Stake Center under A.R.S. § 40-360.21 *et seq.*, regarding underground facilities, and submit proof of participation to the Property Manager upon request;
- vi) All changes to utility facilities shall be limited to the Licensed Area and shall be undertaken by the Licensee only with the written consent of the City, which consent shall not be unreasonably withheld, conditioned or delayed;
- vii) All of the Licensee's Improvements shall, be designed so as to present uniformity of design, function, appearance and quality throughout and consistency with other improvements located in the Licensed Area; and
- viii) Licensee shall properly mark and sign all excavations and maintain barriers and traffic control in accordance with applicable laws, regulations and best management practices.

B. The following procedure governs the Licensee's submission to the City of all plans for the Licensed Area and the Licensee's Improvements, including any proposed changes by the Licensee of previously approved plans:

- i) Licensee shall coordinate with the City as necessary on significant design issues prior to submission of plans;

- ii) Upon execution of this Agreement, the City and the Licensee shall each designate a project manager to coordinate the parties' participation in designing and constructing Licensee's Improvements. Each project manager shall devote time and efforts to the project as may be necessary for timely, good faith and convenient coordination among all persons involved with the project and compliance with this Agreement. The City's Project Manager will not be exclusively assigned to this Agreement or to the Licensee's Improvements;
- iii) No plans are considered finally submitted until the Licensee delivers to the City a formal certification by an engineer licensed in Arizona, acceptable to the Project Manager, to the effect that all of the Licensee's Improvements are properly designed to be safe and functional as designed and as required by this Agreement. The certification shall be accompanied by and refer to any backup information and analysis as the Project Manager may reasonably require;
- iv) No plans are considered approved until stamped "APPROVED" and dated by the City's Project Manager;
- v) Licensee acknowledges that the Project Manager's authority with respect to the Licensed Area is limited to the administration of the requirements of this Agreement. Licensee is responsible to secure all zoning approvals, design revisions or other governmental approvals and to satisfy all governmental requirements pertaining to the project and may not rely on the City or Project Manager to initiate or suggest any particular process or course of action;
- vi) The City's issuance of building permits shall not be considered valid unless the plans have been approved as stated in subsection (iv) above. The City's Project Manager shall be reasonably available to coordinate and assist the Licensee in working through issues that may arise in connection with such plan approvals and requirements;
- vii) The Licensee shall, in the submittal of all plans, allow adequate time for all communications and plan revisions necessary to obtain approvals and shall schedule its performances and revise its plans as necessary to timely obtain all approvals and make payment of all applicable fees;
- viii) Any delay in City's review of or marking Licensee's plans with changes necessary to approve the plans, or approve the revised plans in accordance with the City's normal plan-review procedures, will not be considered approval of the plans but may operate to extend Licensee's construction deadlines. The City agrees to use reasonable efforts to review, mark or approve Licensee's plans in a prompt and timely manner and in conformance with established policies and procedures;

- ix) The Licensee shall provide the City with two (2) complete sets of detailed plans and specifications of the work as completed;
- x) The parties shall use reasonable efforts to resolve any design and construction issues to their mutual satisfaction but, in the event of an impasse for any reason, final decision authority regarding all design and construction issues shall rest with the City in its discretion; and
- xi) Before any construction begins on the Licensed Area, the Licensee shall provide the City with performance bonds, and if considered necessary by the City, payment bonds, in amounts equal to the full amount of the written construction contract pursuant to which such construction is to be done. The payment bond shall be solely for the protection of claimants supplying labor or materials for the required construction work and the performance bond shall be solely for the protection of the City, conditioned upon the faithful performance of the required construction work. Bonds shall be executed by a surety company duly authorized to do business in Arizona, and acceptable to the City and shall be kept in place for the duration of the work.

9. LICENSEE'S INITIAL CONSTRUCTION.

No later than eighteen (18) months after the Effective Date, the Licensee shall install the Facilities in the Licensed Area in accordance with all of the specifications contained in the attached Exhibit A. Equipment already in place from previous authorization will also be reflected in Exhibit A.

10. MAINTENANCE.

- A. The Licensee has, at its own cost, all responsibilities for improvements to and maintenance of the Facilities in the Licensed Area during the term of this Agreement.
- B. Licensee, at its expense, shall use reasonable efforts to minimize the visual and operational impacts of the equipment as required by any City Ordinance, permit, or other permission necessary for the installation or use of the Licensed Area.

11. CO-LOCATION.

- A. Subject to subsection (B) below, the Licensee shall, at all times, use reasonable efforts to cooperate with the City or any third parties with regard to the possible co-location of additional equipment, facilities or structures in and around the Licensed Area ("Co-location"). If a Co-location is feasible, the City may, in its sole discretion, negotiate a Co-location license agreement with any third party on terms as the City considers appropriate, not inconsistent with the rights and obligations of the parties under this Agreement. Licensee's consent

in connection with the final determination of Co-location of a third party is not required, provided that Licensee's operations are not interfered with or interrupted. Any fees or charges paid by an additional Co-locator belong solely to the City.

- B. Prior to permitting the installation of a Co-location by any third party in or around the Licensed Area which may interfere with the Licensee's operations, the City shall give the Licensee forty-five (45) days' notice of the proposed Co-location so that the Licensee can determine if the Co-location will interfere with the Facilities. If the Licensee determines that interference is likely, the Licensee shall, within the notice period, give the City a detailed written explanation of the anticipated interference, including supporting documentation as may be reasonably necessary for the City to evaluate the Licensee's position. The City and the Licensee shall promptly use reasonable efforts to resolve any interference problems before the City permits a Co-location to the third party. If a subsequent licensee is permitted to operate near the Licensed Area, and the subsequent licensee's operations materially interfere with Licensee's Facilities, then the City shall direct the subsequent licensee to remedy the interference within seventy-two (72) hours. If the interference is not resolved within this period, then the City will direct the subsequent licensee to cease its operation until the interference is resolved. These same procedures apply to any interference caused by Licensee with respect to any Co-location existing and as configured prior to the installation of Licensee's Facilities.

12. ASSIGNMENT.

- A. Licensee may assign this Agreement, upon thirty (30) days' written notice to the City, to any person or entity controlling, controlled by or under common ownership with the Licensee or Licensee's parent company, or to any person or entity that, acquires the Licensee's business and assumes all obligations of the Licensee under this Agreement. Other assignments require City approval. For assignments requiring City approval, the City may, as a condition of approval, postpone the effective date of the assignment and require that any potential transferee submit reasonable evidence of its financial ability to fully perform under the terms of this Agreement to the City at least thirty (30) days prior to any transfer of the Licensee's interest, in no event will the City unreasonably withhold, condition, or delay its approval to a proposed assignment.
- B. The Licensee may, upon notice to the City, mortgage or grant a security interest in this Agreement and the Facilities, and may assign this Agreement and the Facilities to any mortgagees, deed of trust beneficiaries or holders of security interests, including their successors or assigns ("Mortgagees"), so long as the Mortgagees agree to be bound by the terms of this Agreement. If so, the City shall execute consent to leasehold or other financing as may be reasonably required by Mortgagees. In no event will Licensee grant or attempt to grant a security interest in any of the real property underlying the Licensed Area.

- C. Subject to subsections (A) and (B) above, Licensee shall not sublease any of its interest under this Agreement, nor permit any other person to occupy the Licensed Area.

13. SECURITY DEPOSIT.

- A. Amount of Security Deposit. Within forty five (45) days of the full execution of this Agreement, Licensee agrees to deliver to City a security deposit in the amount of Two Thousand and No/100 Dollars (\$2,000.00). City shall hold the Security Deposit as security for the performance of the Licensee's obligations under this Agreement.
- B. Use of Security Deposit. City may (but is not required to) without prejudice to any other remedy City has, apply all or part of the Security Deposit to:
 - i) Any Rent, including Base Rent, or other sum in default;
 - ii) Any amount that City may spend or become obligated to spend in exercising City's unconditional rights pursuant to Facilities Removal, Restoration or to remove any and all portions of the Facilities that remain on the Licensed Area by the earlier of thirty (30) days following cessation of Licensee's operations at the Licensed Area, or the Expiration Date of this Agreement; and
 - iii) Any expense, loss, or damage that City may suffer because of Licensee's default.
- C. Refund of Security Deposit. Licensee must remove, to City's satisfaction, all elements of the Facilities and all associated improvements of every kind and nature constructed, erected or placed by Licensee on the Licensed Area by the earlier of the thirty (30) days following cessation of Licensee's operations at the Licensed Area, or expiration date of this Agreement in order to secure refund of any portion of its Security Deposit.

14. REGULATORY AGENCIES, SERVICES, FINANCIALS AND BANKRUPTCY.

- A. The Licensee shall upon request provide to the City:
 - i) All non-proprietary and relevant petitions, applications, communications and reports submitted by the Licensee to the Arizona Corporation Commission, inclusive of any requirements under A.R.S. § 40-441 *et seq.*, or other state or federal authority having jurisdiction that directly relates to Licensee's operations in the Licensed Area;
 - ii) Non-proprietary licensing documentation concerning all services of whatever nature being offered or provided by the Licensee over facilities in the Licensed Area. Non-proprietary copies of responses

from regulatory agencies to the Licensee shall be available to the City upon request. To the extent permitted by Arizona's Public Records Law, A.R.S. § 39-121 *et seq.*, the City will treat all documentation and information obtained pursuant to this Section 14 as proprietary and confidential.

- B. The Licensee shall upon request provide the City copies of any petition, application, communications, or other documents related to any filing by the Licensee of bankruptcy, receivership, or trusteeship.

15. DEFAULT; TERMINATION BY CITY.

- A. The City may terminate this Agreement for any of the following reasons upon thirty (30) days' written notice to Licensee:
 - i) Failure of Licensee to perform any obligation under this Agreement, after Licensee fails to cure default within the notice and cure period. However, if cure cannot reasonably be implemented within the notice period, Licensee must commence and diligently pursue to cure within ninety (90) days of the City's notice.
 - ii) The taking of possession for a period of ten (10) days or more of substantially all of Licensee's personal property in the Licensed Area by or pursuant to lawful authority of any legislative act, resolution, rule, order or decree or any act, resolution, rule, order or decree of any court or governmental board, agency, officer, receiver, trustee or liquidator.
 - iii) The filing of any lien against the Licensed Area, or against the City's underlying real property, due to any act or omission of the Licensee that is not discharged or fully bonded within thirty (30) days of receipt of actual notice by the Licensee.
- B. The City may place the Licensee in default of this Agreement by giving the Licensee fifteen (15) days written notice of the Licensee's failure to timely pay the rent required under this Agreement or any other charges required to be paid by the Licensee pursuant to this Agreement. If Licensee does not cure the default within the notice period the City may terminate this Agreement or exercise any other remedy allowed by law or equity.
- C. If the Licensee, through any fault of its own, at any time fails to maintain all insurance coverage required by this Agreement, the City may, upon written notice to the Licensee, immediately terminate this Agreement or secure the required insurance at Licensee's expense.
- D. Failure by a party to take any authorized action upon default by the other party does not constitute a waiver of the default nor of any subsequent default by the other party. City's acceptance of the License Fee or any other fees or

charges for any period after a default by the Licensee is not considered a waiver or estoppel of the City's right to terminate this Agreement for any subsequent failure by the Licensee to comply with its obligations.

- E. Upon the termination of this Agreement for any reason, all rights of the Licensee terminate, including all rights of the Licensee's creditors, trustees and assigns and all others similarly situated as to the Licensed Area.

16. TERMINATION.

- A. This Agreement may be terminated for any of the following reasons:

- i) By either party upon issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining the Licensee's use of any portion of the Licensed Area and remaining in force for a period of thirty (30) consecutive days.
- ii) By either party upon the inability of the Licensee to use any substantial portion of the Licensed Area for a period of thirty (30) consecutive days due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- iii) By either party upon ninety (90) days' written notice, if the Licensee is unable to obtain or maintain any license, permit or governmental approval necessary for the construction, installation or operation of the Facilities or the Licensee's business.
- iv) Provided Licensee is current in all of its financial obligations to the City, by Licensee, for any reason with sixty (60) days' written notice to the City.

- B. In order to exercise the termination provisions above, the party exercising termination must not itself be in default under the terms of this Agreement beyond any applicable grace or cure period and, if not otherwise stated above, provide reasonable written notice to the other party.

17. INDEMNIFICATION.

The Licensee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, that arise out of any act or omission of the Licensee or its agents, employees and invitees (hereinafter referred to collectively as "Licensee" in this Section) in connection with the Licensee's operations in the Licensed Area and that result directly in the injury to or death of any person or the damage to or loss of any property, or that arise out of the failure of Licensee to comply with any provision of this

Agreement. The City shall in all instances, except for loss, damages or claims resulting from the negligence or willful acts of the City, be indemnified by Licensee against all losses, damages or claims. The City shall give the Licensee prompt notice of any claim made or suit instituted that may subject the Licensee to liability under this Section, and Licensee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection and at the City's sole cost without relieving the Licensee of any obligations under this Agreement. Licensee's obligations under this Section survive any termination of this Agreement or the Licensee's activities in the Licensed Area.

18. INSURANCE.

- A. The Licensee shall procure and at all times maintain the following types and amounts of insurance for its operations in the Licensed Area:
 - i) Commercial general liability insurance in the minimum amount of \$2,000,000 combined single limit per occurrence for bodily injury and property damage, \$5,000,000 aggregate.
 - ii) Any other insurance, as the City's Project Manager may determine, to be necessary for the Licensee's operations and is commercially reasonable.
- B. Insurance shall:
 - i) Be from a company rated at least A- by AM Best;
 - ii) Name the City as an additional insured on the insurance policy and maintain coverage through the term of the Agreement;
 - iii) Include contractual liability coverage, subject to standard policy provisions and exclusions; and
 - iv) Be primary and non-contributory with respect to all other available sources, as relates to Licensee's negligence.
- C. Licensee shall provide appropriate certificates of insurance to the City for all insurance policies required by this Section. Absence of City request for proof of initial or renewal coverage does not waive any insurance requirements under this paragraph.

19. DAMAGE OR DESTRUCTION / REPLACEMENT POLES.

- A. The City has no obligation to reimburse the Licensee for the loss of or damage to fixtures, equipment or other personal property of the Licensee, except for loss or damage caused by the negligence or fault of the City or its officers,

employees or agents. The Licensee may insure such fixtures, equipment or other personal property for its own protection if it so desires.

- B. Replacement Pole. If the City approves a Licensee proposal to install Antennas on a City-owned pole, then in addition to the other requirements of this Agreement the following shall apply:
- i) Licensee shall provide and deliver to the City a replacement pole (excluding mast arm); so that a replacement is immediately available to City in case the original pole is damaged.
 - ii) If the City uses a replacement pole, then Licensee shall provide another replacement pole.
 - iii) All performance under this paragraph shall be at Licensee's expense. City owns the original pole and all replacement poles.
 - iv) Licensee will provide City with a total of five (5) replacement light poles. Annually, the City may reasonably request additional stock directly in proportion to the number of light pole attachments added by Licensee, but in no event greater than 10% of the total number of Licensee-provided light poles then in City's possession.
 - v) This paragraph does not diminish the plans approval or any other requirement of this Agreement.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Agreement, the Licensee's right to occupy the Licensed Area and exercise the privileges and rights granted under this Agreement shall cease, and it shall surrender and leave the Licensed Area in good condition, normal wear and tear excepted. Unless otherwise provided, all trade fixtures, equipment, and other personal property installed or placed by the Licensee on the Licensed Area shall remain the property of the Licensee, and the Licensee may, at any time during the term of this Agreement, and for an additional period of ninety (90) days after its expiration, remove the same from the Licensed Area so long as Licensee is not in default of any of its obligations, and repairs at its sole cost, any damage caused by the removal. Any property not removed by the Licensee within the 90-day period becomes a part of the Licensed Area, and ownership vests in the City; or the City may, at the Licensee's expense, have the property removed. Licensee's indemnity under this Agreement applies to any post- termination removal operations.

21. NOTICE.

- A. Except as otherwise provided, all notices required or permitted to be given under this Agreement may be mailed by certified mail, return receipt requested, postage prepaid; or sent via national overnight courier to the following addresses:

TO THE CITY: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: Project Manager

WITH A COPY TO: City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301
Attention: City Attorney

TO THE LICENSEE: Verizon Wireless (VAW) LLC,
dba Verizon Wireless
180 Washington Valley Road
Bedminster, New Jersey 07921
Attn: Network Real Estate

Emergency Contact Phone Numbers:

Licensee NOCC - 800-264-6620

- B. Any notice given by certified mail or overnight courier is considered to be received on the date delivered or refusal to accept. Either party may designate in writing a different address for notice purposes pursuant to this Section.
- C. Under Section 6(E) of this Agreement, all notices of Licensee's intent to enter the Licensed Area shall be provided to the Project Manager, or designee at telephone numbers to be provided to Licensee by separate correspondence upon execution of this Agreement.

22. SEVERABILITY.

If any provision of this Agreement is declared invalid by a court of competent jurisdiction the remaining terms remain effective so long as the elimination of any invalid provision does not materially prejudice either party with regard to its respective rights and obligations. In the event of material prejudice, the adversely affected party may terminate this Agreement.

23. TAXES AND LICENSES.

- A. The Licensee shall pay any leasehold tax, possessory-interest tax, sales tax, personal property tax, transaction privilege tax, use tax or other exaction assessed or assessable as a direct result of its occupancy of the Licensed Area under authority of this Agreement, including any tax assessable on the City. If laws or judicial decisions result in the imposition of a real property tax on the interest of the City as a direct result of Licensee's occupancy of the Licensed Area, the tax shall also be paid by the Licensee on a proportional basis for the period this Agreement is in effect.

- B. The Licensee shall, at its own cost, obtain and maintain in full force and effect during the term of this Agreement all licenses and permits required for all activities authorized by this Agreement.

24. GOVERNING LAW.

This Agreement is governed by the laws of the State of Arizona. If any claim or litigation between the City and the Licensee arises under this Agreement, the successful party is entitled to recover its reasonable attorneys' fees, expert witness fees and other costs incurred in connection with the claim or litigation.

25. RULES AND REGULATIONS.

The Licensee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations and the Licensed Area, including all laws, ordinances, rules and regulations adopted after the Effective Date. The Licensee shall display to the City, upon request, any permits, licenses or other reasonable evidence of compliance with the law.

26. RIGHT OF ENTRY RESERVED.

- A. The City may, at any time, enter upon the Licensed Area for any lawful purpose, so long as the action does not unreasonably interfere with the Licensee's use or occupancy of the Licensed Area. The City shall have access to the Facilities itself only in emergencies.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at their own cost, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Licensed Area at any time to make repairs, replacements or alterations that may, in the opinion of the City, be necessary or advisable and from time to time to construct or install over, in or under the Licensed Area systems or parts and in connection with maintenance, use the Licensed Area for access to other parts in and around the Licensed Area. Exercise of rights of access to repair, to make alterations or commence new construction will not unreasonably interfere with the use and occupancy of the Licensed Area by the Licensee.
- C. Exercise of any of the foregoing rights by the City or others pursuant to the City's rights does not constitute an eviction of the Licensee, nor are grounds for any abatement of fees or any claim for damages.

27. RELOCATION.

- A. The City shall not bear any cost of relocation of existing facilities, irrespective of the function served, where the City facilities or other facilities occupying the Licensed Area or right-of-way in close proximity to the Licensed Area, are

already located and the conflict between the Licensee's potential Facilities and existing facilities can only be resolved expeditiously, as determined by the City, by the movement of the existing City or other permitted facilities.

- B. The City shall not bear any cost of relocation of Licensee's Facilities, where in the City's discretion, relocation is reasonable and necessary in connection with City right-of-way repairs, improvements or other capital projects affecting the Licensed Area. City shall provide Licensee no less than one hundred forty-five (145) days advance notice of a requirement to relocate. If the City becomes aware of a potential delay involving the Licensee's relocation, the City shall notify the Licensee within thirty (30) days of becoming aware of the potential delay. The Licensee may object in writing to the determination of relocation to the City's Project Manager within thirty (30) days of receipt of the notice to relocate. The Project Manager shall consider the objection and respond in writing to Licensee within thirty (30) days of receipt of the objection. The Project Manager's determination is final. Notwithstanding the foregoing, if the City issues a permit to a private developer, subsequent to the effective date of this Agreement that requires the relocation, or otherwise disturbs Licensee's Facilities, those costs will be borne by the developer.
- C. If Licensee's relocation effort delays construction of a public project causing the City to be liable for delay or other damages, the Licensee shall reimburse the City for those damages attributable to the delay created by the Licensee. If Licensee disputes the amount of damages attributable to the Licensee, the matter shall be referred to the Dispute Resolution Board as defined below. The Dispute Resolution Board shall consist of one member selected by the City, one member selected by the Licensee, and a third member agreed upon by both parties. The member agreed upon by both parties shall be chairperson of the Dispute Resolution Board. Expenses for the Dispute Resolution Board shall be shared equally by the City and the Licensee. The Board will hear the dispute promptly, and render an opinion as soon as possible, but in no case later than sixty (60) days after notification by the City of Licensee's allocated share of damages suffered by the City. All decisions of the Dispute Resolution Board are non-binding on the City and Licensee; however the findings of the Dispute Resolution Board shall be admissible in any legal action. The City and the Licensee shall accept or reject findings of the Dispute Resolution Board within thirty (30) days after receipt of the findings. If damages are assessed by the Dispute Resolution Board, and accepted by the City and the Licensee, the Licensee shall pay the City within thirty (30) days. If the Licensee fails to pay the damages in full within thirty (30) days the Licensee is responsible for interest on the unpaid balance at the rate of 18% per annum from that date until payment is made in full. Nothing herein prevents a mutual agreement between the City and the Licensee to use alternative dispute resolution for disputes related to other Agreement provisions.

28. CONFLICTS OF INTEREST.

This Agreement may be cancelled for conflicts of interest as described under A.R.S. § 38-511.

29. MISCELLANEOUS.

This Agreement constitutes the entire agreement between the parties concerning the subject matter stated and supersedes all prior negotiations, understandings and agreements between the parties concerning those matters. This Agreement shall be interpreted, applied and enforced according to the fair meaning of its terms and not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Agreement may be waived or modified except by a writing signed by the party against whom the waiver or modification is sought to be enforced. Electronic signature blocks do not constitute a signature for purposes of this Agreement. This Agreement may be executed in any number of counterpart copies, each of which shall be deemed an original, but all of which together shall constitute a single instrument. The terms of this Agreement are binding upon and inure to the benefit of the parties' successors and assigns.

[Signatures on the following pages.]

EXECUTED to be effective as of the date shown above.

CITY OF GLENDALE, an Arizona
municipal corporation

Richard A. Bowers
Acting City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Verizon Wireless (VAW) LLC,
dba Verizon Wireless

By: _____
Clifton Casey
Its: Executive Director - Network
Date: _____

EXHIBIT A

(see attached)



verizon wireless

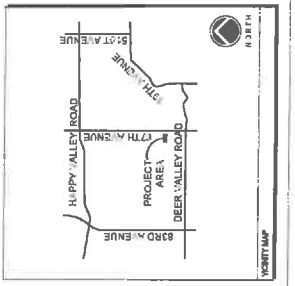
SITE NAME: PHO_Pinnacle-Point_SC
(SMALL CELL)



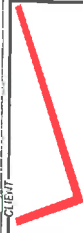

SITE PHOTO

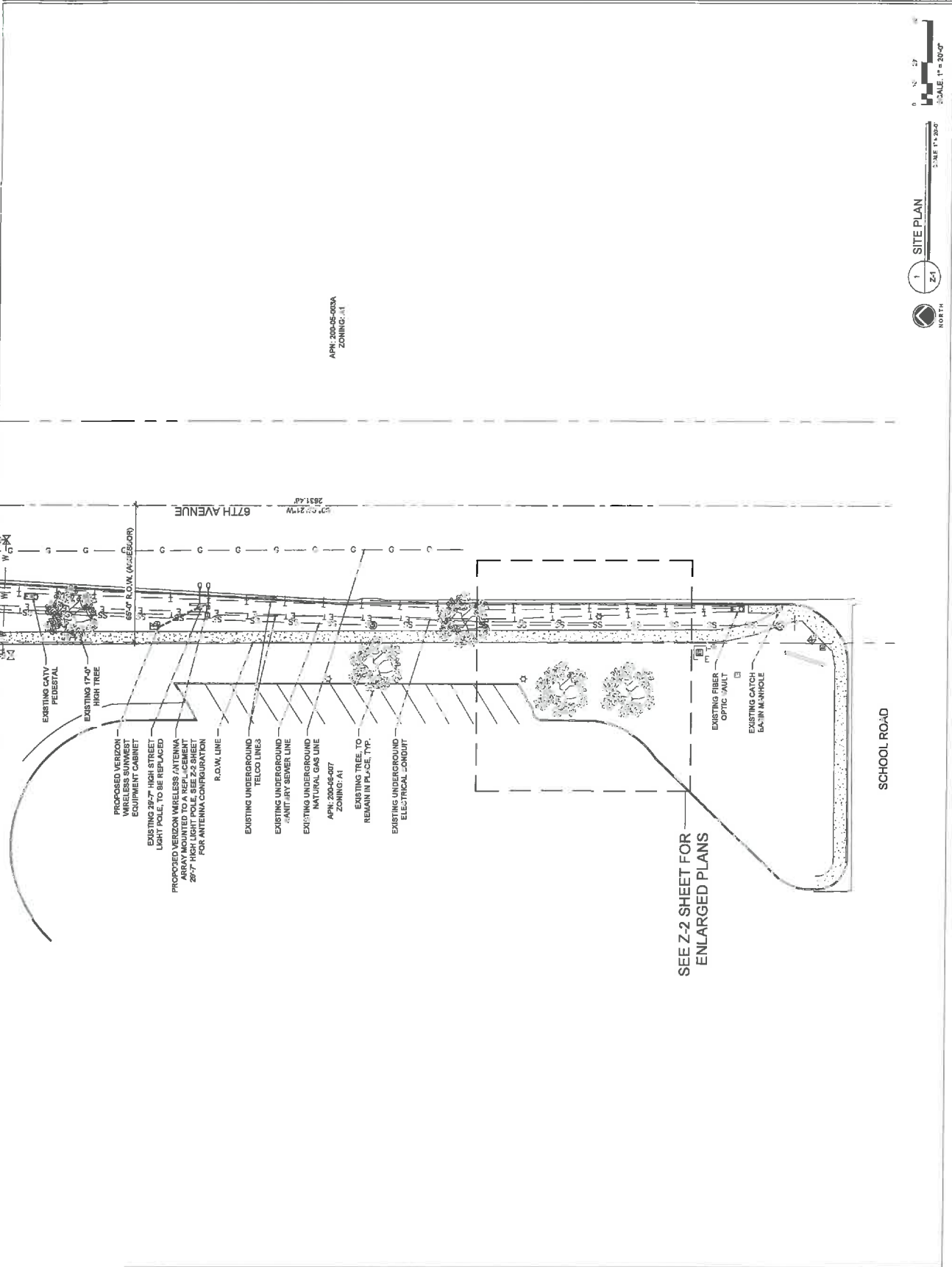
CLIENT		DATE	
 verizon wireless 126 W. GEMINI DR. TEMPE, AZ 85283			
INTERNAL REVIEW	SIGNATURE	DATE	
CONSTRUCTION SIGNATURE			
RF SIGNATURE			
FACILITIES SIGNATURE			
REG. EST. SIGNATURE			
PLANS APPROVED BY			
 spectrum design corp architecture / project management 10245 E. Via Linda, Scottsdale, AZ 85252 PH: 480 451 9809 FAX: 480 451 9908 www.spectrumdesign.com			
This drawing is prepared and the property of being used for the construction of the facility. It is not to be used for any other purpose without the written permission of Spectrum Design Corporation.			
NO.	DATE	DESCRIPTION	
0	4/1/2013	PRELIMINARY REVIEW	
1	4/22/2013	PRELIMINARY SUBMITAL	
ARCHITECT'S JOB NO. YDC-0282 PROJECT INFORMATION			
PHO_Pinnacle-Point_SC 7080 N. 87TH AVENUE GLENDALE, AZ 85310			
SHEET TITLE TITLE SHEET			
CONSTRUCTION APPROVAL			
SHEET NUMBER			T-1

PROJECT DESCRIPTION THE LOCAL TELECOM COMPANY HAS REQUESTED THAT WE PROVIDE THE NECESSARY PERMITS AND THE NECESSARY LIGHT POLE AND THE NECESSARY LIGHT POLE FACILITY UNARMED AND NOT FOR INSTALLATION.	PROJECT DATA LEASEE 250 N. W. 15th St Suite 200 Miami, FL 33136 (305) 577-1111 CITY OF MIAMI	CLIENT VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, AZ 85283 PHONE 480 451 9809	PROPERTY OWNER CITY OF GLENDALE 7080 N. 87TH AVENUE GLENDALE, AZ 85310 CONTACT: JACKIE BROWN PHONE: 602 998-3300	PERMITS DATA LEASEE 250 N. W. 15th St Suite 200 Miami, FL 33136 (305) 577-1111 CITY OF MIAMI	PROPERTY OWNER CITY OF GLENDALE 7080 N. 87TH AVENUE GLENDALE, AZ 85310 CONTACT: JACKIE BROWN PHONE: 602 998-3300	PROJECT DESCRIPTION THE LOCAL TELECOM COMPANY HAS REQUESTED THAT WE PROVIDE THE NECESSARY PERMITS AND THE NECESSARY LIGHT POLE AND THE NECESSARY LIGHT POLE FACILITY UNARMED AND NOT FOR INSTALLATION.	PROJECT DATA LEASEE 250 N. W. 15th St Suite 200 Miami, FL 33136 (305) 577-1111 CITY OF MIAMI	CLIENT VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, AZ 85283 PHONE 480 451 9809	PROPERTY OWNER CITY OF GLENDALE 7080 N. 87TH AVENUE GLENDALE, AZ 85310 CONTACT: JACKIE BROWN PHONE: 602 998-3300	PERMITS DATA LEASEE 250 N. W. 15th St Suite 200 Miami, FL 33136 (305) 577-1111 CITY OF MIAMI	PROJECT DESCRIPTION THE LOCAL TELECOM COMPANY HAS REQUESTED THAT WE PROVIDE THE NECESSARY PERMITS AND THE NECESSARY LIGHT POLE AND THE NECESSARY LIGHT POLE FACILITY UNARMED AND NOT FOR INSTALLATION.	PROJECT DATA LEASEE 250 N. W. 15th St Suite 200 Miami, FL 33136 (305) 577-1111 CITY OF MIAMI	CLIENT VERIZON WIRELESS 126 W. GEMINI DR. TEMPE, AZ 85283 PHONE 480 451 9809	PROPERTY OWNER CITY OF GLENDALE 7080 N. 87TH AVENUE GLENDALE, AZ 85310 CONTACT: JACKIE BROWN PHONE: 602 998-3300
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VICINITY MAP

 verizon wireless 126 W. GEMINI DR. TEMPE, AZ 85283		CLIENT DATE: _____ INTERNAL REVIEW: _____ CONSTRUCTION SIGNATURE: _____ DATE: _____ TYP. SIGNATURE: _____ FACILITIES SIGNATURE: _____ REAL ESTATE SIGNATURE: _____ PLANS PREPARED BY: _____	 young design corp architecture / project management 17445 L. Via Linda, Scottsdale, AZ 85258 PH: 480 451 8800 FAX: 480 451 8628 www.youngdesign.com corporate@ydc.com	PROJECT NO. _____ PROJECT NAME: _____ PROJECT LOCATION: _____ PROJECT DATE: _____ PROJECT STATUS: _____ PROJECT DESCRIPTION: _____ PROJECT CONTACT: _____ PROJECT ADDRESS: _____ PROJECT CITY: _____ PROJECT STATE: _____ PROJECT ZIP: _____ PROJECT COUNTY: _____ PROJECT DISTRICT: _____ PROJECT ZONING: _____ PROJECT PERMIT NO.: _____ PROJECT PLAN NO.: _____ PROJECT SHEET NO.: _____	ARCHITECTS JCS NO. _____ YDC-0282 PROJECT FORM NO. _____	PHO_Pinnacle-Point_SC 22800 N. 67TH AVENUE GLENDALE, AZ 85310	SHEET TITLE OVERALL SITE PLAN ARCHITECTURE APPROVAL: _____	SHEET NUMBER Z-1
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APN: 200-06-003A
 ZONING: A1


0 10 20

SCALE: 1" = 30'-0"

1 SITE PLAN

Z-1

NORTH

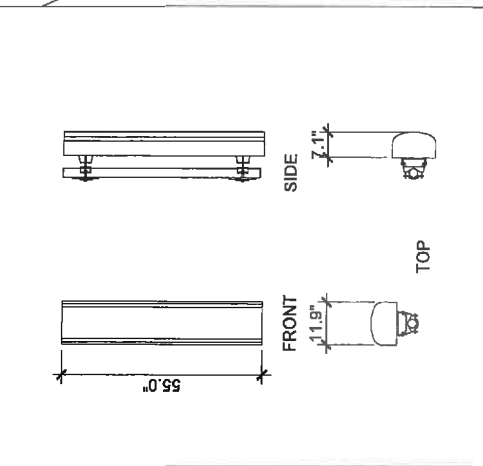
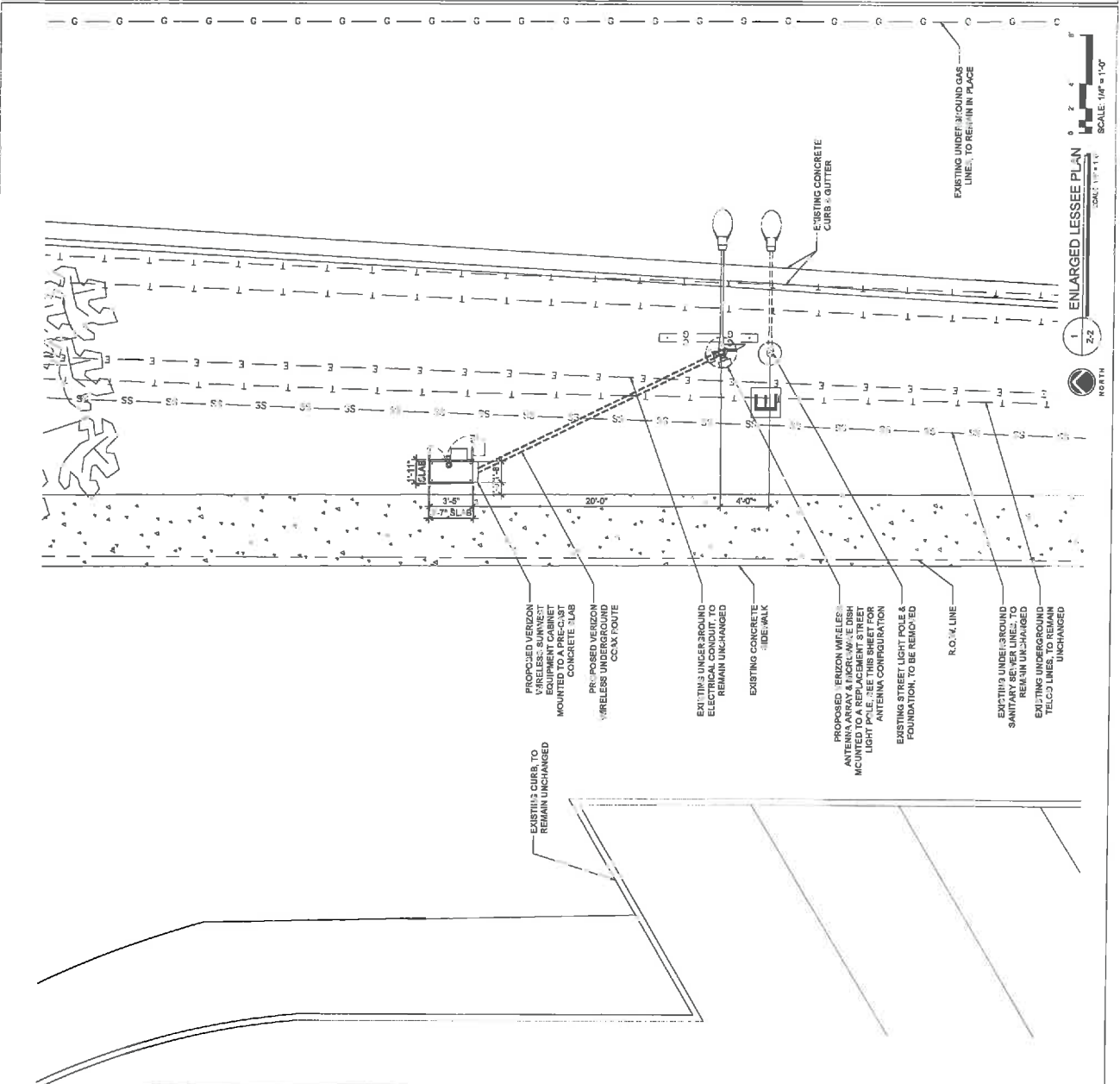


verizon wireless
126 W. GEMINI DR.
TEMPE, AZ 85283

DATE: _____
INTERIM REVIEW: _____
CONSTRUCTION SIGNATURE: _____
RF SIGNATURE: _____
FACILITIES SIGNATURE: _____
REAL ESTATE SIGNATURE: _____

Young design corp
12245 E. 10th Avenue, Suite 100, Scottsdale, AZ 85258
PH: 480 451 9008 FAX: 480 451 5408
e-mail: corp.sales@youngdesign.com

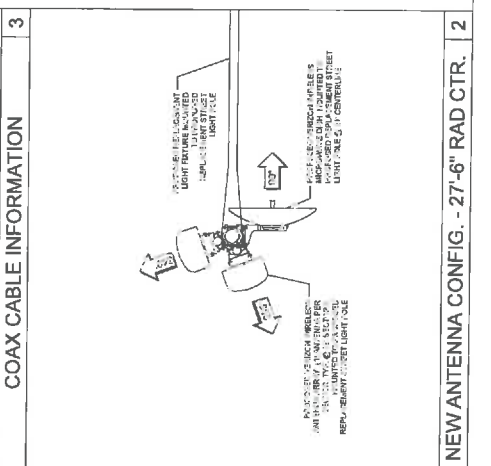
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SHEET: ENLARGED SITE PLAN
JOB NO: YDC-8289
PROJECT INFORMATION



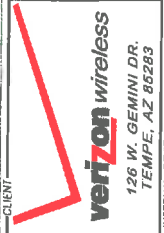
ANTENNA DETAIL

SECTOR	AZIMUTH	LENGTH	QTY.	SIZE	TYPE
ALPHA	223°	± 5'-0"	4	1/2"	T.E.D.
BETA	340°	± 3'-0"	4	1/2"	T.B.D.
	90°	± 51'-0"	1	1/2"	ES*

NOTE:
ALL AZIMUTHS SHOWN ARE RELATIVE TO TRUE NORTH, UNLESS NOTED OTHERWISE.
*IT SHALL BE THE CONTRACTOR'S RESPONSIBILITY TO VERIFY AZIMUTHS DEPICTED HEREIN WITH RF DEPARTMENT PRIOR TO INSTALLING ANTENNAS.



CLIENT



126 W. GEMINI DR.
TEMPE, AZ 85283

INTERNAL REVIEW	DATE
CONSTRUCTION SIGNATURE	
RF SIGNATURE	
FACILITIES SIGNATURE	
REV. ESTATE SIGNATURE	
PLANS PREPARED BY	



architecture / project management
10245 E. 7th Linda, Scottsdale, AZ 85258
ph: 480 411 7000 fax: 480 451 8948
www.adesigncorp.com

This drawing is the property of Verizon Wireless and shall remain confidential. It is to be used only for the project and site identified herein. Any reproduction or use of this drawing without the written permission of Verizon Wireless is prohibited.

NO.	DATE	DESCRIPTION
0	4/2/2010	PRELIMINARY REVIEW
1	7/20/2015	PRE-APP SUBMITTAL

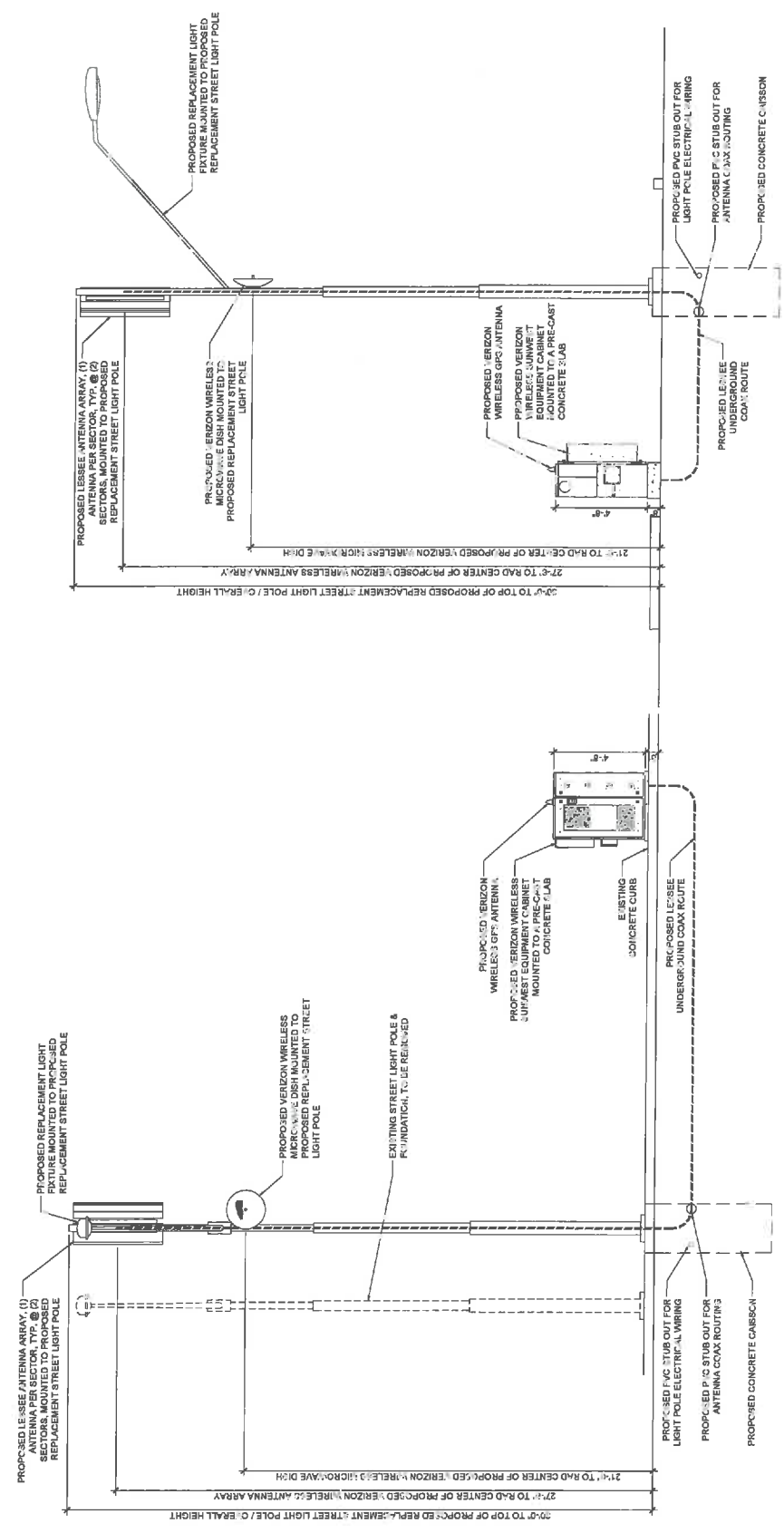
ARCHITECTS JOB NO.
YDC-6282

PROJECT INFORMATION
PHO_Pinnacle-Point_SC
23800 N. 87TH AVENUE
GLENDALE, AZ 85310

SHEET TITLE
ELEVATIONS

JOB SECTION APPROVAL

SHEET NUMBER
Z-3

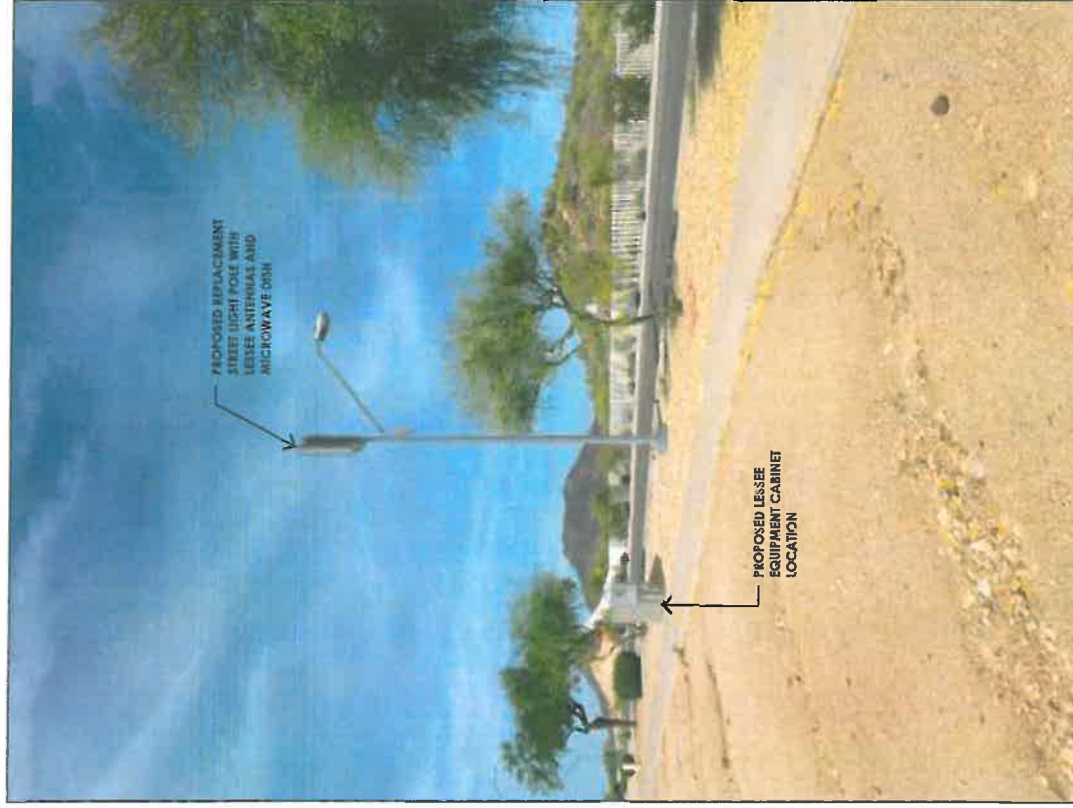


1 PROPOSED SOUTH ELEVATION
SCALE: 3/8" = 1'-0"

2 PROPOSED EAST ELEVATION
SCALE: 3/8" = 1'-0"



BEFORE
(View Looking North East)



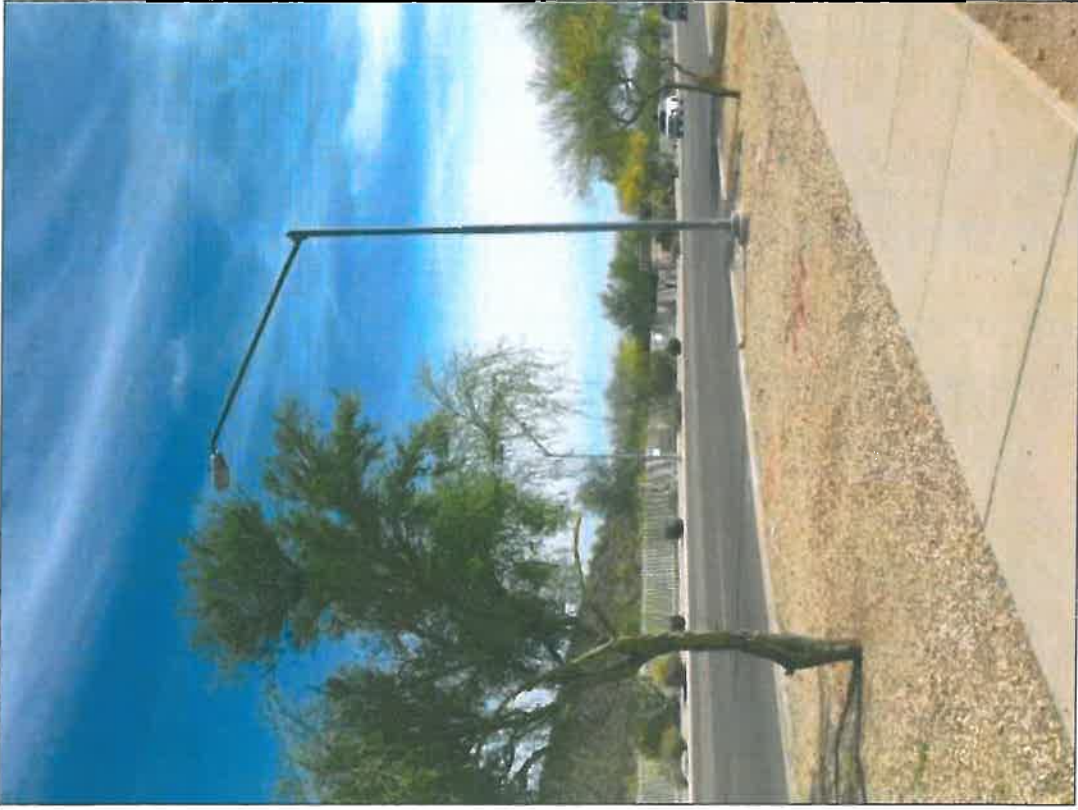
AFTER
(View Looking North East)

RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD. SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 453-0050 FAX: (602) 453-0002

SITE INFORMATION

PROJECT NUMBER: PHO_PINNACLE-POINT_SC
PROJECT NAME: PHO_PINNACLE-POINT_SC
PROJECT ADDRESS: 22800 N 67TH AVENUE
GLENDALE, AZ 85310





BEFORE
(View Looking South East)



AFTER
(View Looking South East)

RLS
RELIANT LAND SERVICES
7201 E. CAMELBACK RD, SUITE 310, SCOTTSDALE, AZ 85251
WWW.RLSUSA.COM PH: (602) 465-0660 FAX (602) 465-0002

SITE INFORMATION

PROJECT NUMBER: PHO_PINNACLE-POINT_SC
PROJECT NAME: PHO_PINNACLE-POINT_SC
PROJECT ADDRESS: 22800 N 67TH AVENUE
GLENDALE, AZ 85310



STANDARDIZED FEES FOR DISTRIBUTED ANTENNA SYSTEM (SMALL CELL) LICENSE
AGREEMENTS

Category 1-DAS with antenna(s) mounted on an existing vertical element or pole.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,368
51-200	\$3,368	\$6,271	\$9,639
201-300	\$3,368	\$9,390	\$12,758
301-400	\$3,368	\$12,493	\$15,861
401 or more	\$3,368	\$15,649	\$19,017
Category 2-DAS with antenna(s) mounted on a new vertical element that is stealth or utilizes alternate concealment when existing vertical elements are not available.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$3,564
51-200	\$3,564	\$6,271	\$9,835
201-300	\$3,564	\$9,390	\$12,954
301-400	\$3,564	\$12,493	\$16,057
401 or more	\$3,564	\$15,649	\$19,213
Category 3-DAS with antenna(s) mounted on a new vertical element that is not stealth or concealed in appearance.			
Cubic feet/ground equipment	Antenna base fee	Equipment base fee	Total annual fee
1-50	Included	Included	\$4,810
51-200	\$4,810	\$6,271	\$11,081
201-300	\$4,810	\$9,390	\$14,200
301-400	\$4,810	\$12,493	\$17,303
401 or more	\$4,810	\$15,649	\$20,459



Legislation Description

File #: 15-502, **Version:** 1

AUTHORIZATION TO ENTER INTO A GRANT AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE CONSTRUCTION OF GLENDALE MUNICIPAL AIRPORT IMPROVEMENTS

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into a grant agreement with the Arizona Department of Transportation (ADOT) in the approximate amount of \$110,604 for the construction of center apron asphalt rehabilitation and lighting modification improvements at the Glendale Municipal Airport (Airport).

Background

The Airport Master Plan identifies pavement rehabilitation projects required for the efficient operation and maintenance of the Airport in accordance with federal regulations. In 2010 and 2013, ADOT hired engineering companies to evaluate the Airport apron areas, as required by the city's Pavement Maintenance Program. The pavement management reports produced by the firms indicated the asphalt in the 58,000-square-yard center apron area in front of the terminal building warranted the most attention.

Council approved a Federal Aviation Administration (FAA) grant on August 12, 2014, in the anticipated amount of approximately \$3,750,000. The project was substantially completed in June 2015, and the final FAA portion is estimated to total approximately \$2,300,000. In addition to the asphalt rehabilitation, the entire apron received a more cost-efficient lighting upgrade, which included a reduction in the number of light poles, increasing the parking capacity for corporate jets during major events.

Analysis

The city has an obligation to preserve the investments made by maintaining and operating the Airport in accordance with federal regulations. Accepting this ADOT reimbursable grant agreement will assist with meeting this obligation and provide improved infrastructure for Airport users.

Previous Related Council Action

On August 12, 2014, Council approved a resolution authorizing the entering into of a grant agreement with the FAA to fund the construction of apron and lighting rehabilitation improvements.

Community Benefit/Public Involvement

The Glendale Municipal Airport plays a role in meeting the demand for aviation services in the West Valley

and serves as a general aviation reliever airport for Phoenix Sky Harbor International Airport. The apron improvements will provide for the enhanced safety of customers and the public. The Airport Administrator provides updates on this and other projects to the Aviation Advisory Commission during their monthly meetings.

The *Airport Master Plan* and other information about the Glendale Municipal Airport can be found by visiting <http://www.glendaleaz.com/airport/>.

Budget and Financial Impacts

There are no financial impacts resulting from this Council action. Expenditure authority was granted on August 12, 2014.

This is a reimbursable grant. Invoices are paid from the account listed below and reimbursed to the City of Glendale.

Cost	Fund-Department-Account
\$110,604	2120-79521-550800, Rehabilitate Apron (ADOT Grant Match)

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5003 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO AND ACCEPTING A GRANT FROM THE ARIZONA DEPARTMENT OF TRANSPORTATION, MULTIMODAL PLANNING DIVISION, FOR THE AIRPORT APRON AND LIGHTING PROJECT AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City Council of the City of Glendale has the legal power and authority to do all things necessary in order to undertake and carry out the intended purpose of the Grant; and

WHEREAS, the City Council of the City of Glendale has the legal power and authority to accept, receive and disburse grant funds from the State associated with the grant; and

WHEREAS, the City of Glendale on behalf of the Glendale Municipal Airport wishes to enter into a grant agreement, Airport Development Reimbursable Grant Number E5F3M, with the Arizona Department of Transportation, Multimodal Planning Division for the purpose of aiding in financing the Airport Apron and Lighting Project, for the improvement of Glendale Municipal Airport.

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

SECTION 1. That the City Council of the City of Glendale hereby authorizes the entering into of a grant agreement, Airport Development Reimbursable Grant Number E5F3M, with the Arizona Department of Transportation, Multimodal Planning Division, and the acceptance of reimbursement in an amount of approximately \$110,604.

SECTION 2. That the City designates the Airport Administrator to receive payments representing the State's share of the grant funds.

SECTION 3. That the City Manager or designee is hereby authorized and directed to execute any and all necessary documents for the submittal and reimbursement of said grant on behalf of the Glendale Municipal Airport.

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

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

g_airport_adot.doc

**Arizona Department of Transportation
Multimodal Planning Division
Aeronautics Group**

Airport Development Reimbursable Grant Agreement

Part I

THIS AGREEMENT is entered into _____, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION, through its Multimodal Planning Division (the "State") and the City of Glendale, a political subdivision of the State of Arizona (the "Sponsor"), for a grant of State funds for the purpose of aiding in financing a Project of Rehabilitate Apron (Approximately 59,000 square yards), including lighting (the "Project"), for the improvement of Glendale Municipal (the "Airport").

WITNESSETH

Recitals:

- 1) The Sponsor desires, in accordance with the authority granted by Arizona Revised Statutes (A.R.S.) Section 28-8413, funds from the State for the purpose of airport planning and/or development.
- 2) The Arizona State Transportation Board, as approved on April 17, 2015 and the Director of the Arizona Department of Transportation, in accordance with the authority granted by A.R.S. Sections 28-304, 28-363, and 28-401 and Title 28, Chapter 25, A.R.S., have authorized reimbursement to the Sponsor of funds expended for airport planning and/or development.

Now, therefore, in consideration of the foregoing recitals and of the covenants and agreements made by the parties herein to be kept and performed, the parties agree as follows:

Sponsor's Responsibility

- 1) The Sponsor shall accept this Agreement within 4 months of the date of the grant offer cover letter: **September 1, 2015**. This Grant offer, if not accepted by the Sponsor, shall expire at the end of the 4-month period.
- 2) The Sponsor shall commence the Project within 6 months of the date the grant was executed by the State. This Project will consist of the airport improvements as described in Exhibit C. The Sponsor shall proceed with due diligence and complete the Project in accordance with the provisions of this Agreement. The Sponsor shall provide and maintain competent supervision to complete the Project in conformance with the plans, specifications and work completion schedule incorporated as part of this Agreement.

- 3) The Sponsor shall submit completed Project Reimbursement and Milestone schedules, which shall be attached hereto, as Exhibit C, Schedules Two and Three respectively and shall complete the Project within that schedule. Any change to the schedule shall be submitted in writing and be approved by the State. A time extension beyond the State's obligation to provide funds herein must be reflected by formal Amendment to this Agreement.
- 4) The Sponsor shall comply with the Sponsor Assurances and abide by and enforce the General Provisions and Specific Provisions incorporated herein as Exhibits A, B and C respectively.

Obligations

- 1) The minimum funding participation from the Sponsor shall be Four Percent and Forty-seven hundredth as determined by the State.
- 2) The maximum reimbursement available from the State to the Sponsor for this Agreement shall be Four Percent and Forty-seven hundredth.
- 3) Except as otherwise provided herein, the State's obligation to provide funds hereunder expires upon completion of the efforts required herein or July 1, 2019, whichever is earlier.
- 4) The State may, after agreeing to provide said funds to the Sponsor, withdraw/terminate the grant if the Project has not been initiated as evidenced by a Notice to Proceed within 6 months of the date the grant was executed by the State or has not progressed as scheduled over a period of 12 months. If it becomes necessary to terminate a grant at any time, the State will reimburse expenses of the Sponsor, approved by the State, up to the time of notification of cancellation.
- 5) Sponsor acknowledges that in the event of a late payment or reimbursement by the State, the State shall have no obligation to pay a late payment fee or interest and shall not otherwise be penalized.
- 6) In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination at its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Preliminary Work Provision

Any preliminary work, for which costs for this Project were incurred after June 1, 2014 shall be considered eligible for reimbursement provided that said costs are directly related to the Project on which this Agreement is written. The State shall review related records and determine eligibility at its sole discretion.

Part II

The Sponsor shall approve and attach to this agreement a resolution by its governing body that certifies as follows:

- 1) The Sponsor has the legal power and authority:
 - a) to do all things necessary, in order to undertake and carry out the Project;
 - b) to accept, receive and disburse grant funds from the State in aid of the Project.

- 2) The Sponsor now has on deposit, or is in a position to secure One hundred ten thousand six hundred and four dollars (\$110,604 _____), or an equivalent amount represented by Sponsor's proposed labor and equipment costs, for use in defraying Sponsor's share of the costs of the Project. The present status of these funds is as follows:

City of Glendale AZ CIP Funds
(Enter local funding type and location)

- 3) The Sponsor hereby designates Kenneth S. Potts, Airport Administrator
Name Title

to receive payments representing the State's share of project costs.


Signature of Sponsor's Representative

Airport Administrator
Title of Representative

- 4) The Sponsor has on file with ADOT the following vendor identification and address for project payments:

Sponsor Vendor Id #: **866000247 02**
Sponsor Vendor Address: **City of Glendale Finance Department
5850 W. Glendale Ave.
Glendale, AZ 85301**

Exhibits

The following Exhibits are incorporated herewith and form a part of this Agreement.

- Exhibit A - Sponsor Assurances
- Exhibit B - General Provisions
- Exhibit C - Specific Provisions and Project Schedules

STATE:

State of Arizona
Department of Transportation
Multimodal Planning Division

SPONSOR:

City of Glendale
Glendale Municipal

By: _____

Title: Michael Kies, Division Director

Date: _____

By: _____

Title: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

WITNESSED BY:

Signature: _____

Print Name: _____

Date: _____

EXHIBIT A

Sponsor Assurances

Upon acceptance of the grant offer by the Sponsor, these assurances will become a part of this Agreement. The Sponsor hereby covenants and agrees with the State as follows:

General

- 1) That the Project is consistent with plans (existing at the time of approval of the Project) of political jurisdictions authorized by the State to plan for the development of the area surrounding the Airport and has given fair consideration to the interest of communities in or near where the Project is to be located. In making a decision to undertake any airport development Project under this Agreement the Sponsor insures that it has undertaken reasonable consultation with affected parties using the Airport at which the Project is proposed. All appropriate development standards of Federal Aviation Administration (FAA) Advisory Circulars, Orders, or Federal Regulations shall be complied with. All related state and federal laws shall be complied with.
- 2) That these covenants shall become effective upon execution of this Agreement for the Project or any portion thereof, made by the State and shall remain in full force and effect throughout the useful life of the facilities or the planning project's duration developed under the grant, but in any event, not less than twenty (20) years from the date of acceptance of the grant offer by the Sponsor.
- 3) The Sponsor certifies in this Agreement that it is a political subdivision of the State and is the public agency with control over a public-use Airport and/or on behalf of the possible future development of an Airport and is eligible to receive grant funds for the development or possible development of an Airport under its jurisdiction.
- 4) The Sponsor further agrees it holds good title, satisfactory to the State, to the landing area of the Airport or site thereof, or will give assurance satisfactory to the State that good title will be acquired.
- 5) That the Sponsor is the owner or lessee of the property or properties on which the Airport is located and that the lease guarantees that the Sponsor has full control of the use of the property for a period of not less than twenty (20) years from the date of this Agreement. All changes in airport ownership or to an airport lease shall be approved by the State.
- 6) The Sponsor agrees that it has sufficient funds available for that portion of the project costs which are not to be paid by the State (or the United States).
- 7) The Sponsor agrees to provide and maintain competent supervision to complete the Project in conformance with this Agreement.
- 8) Preserving Rights and Powers: The Sponsor agrees it shall not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions and assurances in this Agreement without written permission from the State, and shall act promptly to acquire, extinguish or modify any outstanding rights or claims of right by others which would interfere with such performance by the Sponsor. This will be done in a manner acceptable to the State. The Sponsor shall not sell, lease, encumber or otherwise transfer or dispose of any part of its title or other interests in the property shown on the airport property map included in the most recent FAA-approved Airport Layout Plan, or to that portion of the property upon which State funds have been expended, for the duration of the terms, conditions and assurances in this Agreement without approval by the State. If the transferee is found by the State to be eligible under Title 49, United States Code, to assume the obligations of this Agreement and to have the power, authority and financial resources to carry out such obligations, the Sponsor shall

insert in the contract or document transferring or disposing of Sponsor's interest and make binding upon the transferee all the terms, conditions and assurances contained in this Agreement.

- 9) **Public Hearings:** In Projects involving the location of an Airport, an airport runway or a major runway extension, the Sponsor has afforded the opportunity for public hearings for the purpose of considering the economic, social and environmental impacts of the Airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the State, submit a copy of such hearings to the State.

Financial

Pursuant to A.R.S. 35-326, the Sponsor may elect to utilize the Local Government Investment Pool ("LGIP") maintained by the state treasurer. The Sponsor shall request written approval from the State to use the LGIP. Thereafter, the State may deposit the funds authorized by the grant into the Sponsor's account. After approval of the reimbursements by the state, the funds shall be disbursed through the LGIP account to the Sponsor. The disbursements shall be made pursuant to the applicable laws and regulations.

The Sponsor shall establish and maintain for each Project governed by this Agreement, an adequate accounting record to allow State personnel to determine all funds received (including funds of the Sponsor and funds received from the United States or other sources) and to determine the eligibility of all incurred costs of the Project. The Sponsor shall segregate and group project costs into cost classifications as listed in the Specific Provisions of Exhibit C.

Record Keeping

The Sponsor shall maintain accurate records of all labor, equipment and materials used in this Project and that upon reasonable notice, shall make available to the State, or any of their authorized representatives, for the purpose of audit and examination all records, books, papers or documents of the recipient relating to work performed under this Agreement. For airport development Projects, make the Airport and all airport records and documents affecting the Airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the State upon reasonable request.

Airport Based Aircraft Reporting

The Sponsor shall furnish to the State on a quarterly basis, a current detailed listing (including: Registration/N Number, Name, Address and Phone Number of Owner) of all based aircraft on the Airport in a form approved by the State.

Airport Layout Plan

- 1) The Sponsor shall maintain a current signed/approved Airport Layout Plan (ALP) of the Airport, which shows building areas and landing areas, indicating present and planned development and to furnish the State an updated ALP of the Airport as changes are made.
- 2) The Sponsor shall be required to prepare an ALP for update or revalidation in accordance with current FAA and State standard guidelines. The ALP will indicate any deviations from FAA design standards as outlined in current FAA Advisory Circulars, orders or regulations. A copy of the signed/approved ALP in electronic format shall be forwarded to the State after authentication by FAA or the State.
- 3) The Sponsor shall assure that there are no changes to the airport property boundaries, together with any off-site areas owned or controlled by the Sponsor which support the Airport or its operations as a part of this project.

- 4) If a change or alteration is made at the Airport which the State determines adversely affects the safety, utility or efficiency of the Airport, or any State funded property on or off Airport which is not in conformity with the ALP as approved by the State, the Sponsor will, if requested by the State, eliminate such adverse effect in a manner approved by the State.

Immediate Vicinity Land Use Restriction

The Sponsor shall restrict the use of land, adjacent to or in the immediate vicinity of the Airport, to activities and purposes compatible with normal airport operations and to take appropriate action including the adoption of appropriate zoning laws. In addition, if the Project is for noise compatibility or to protect the 14 CFR Part 77 imaginary surfaces of the Airport, the Sponsor will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the Airport, of the noise compatibility program measures or the imaginary surfaces of the Airport upon which State funds have been expended.

Airport Operation

- 1) The Sponsor shall promote safe airport operations by clearing and protecting the approaches to the Airport by removing, lowering, relocating, marking and/or lighting existing airport hazards and to prevent, to the extent possible, establishment or creation of future airport hazards. The Sponsor shall take appropriate action to assure such terminal airspace as is required to protect instrument and visual operations to the Airport (including established minimum flight altitudes) will be adequately cleared and protected by preventing the establishment or creation of future airport hazards. The Sponsor shall promptly notify airmen of any condition affecting aeronautical use of the Airport.
- 2) The Sponsor further agrees to operate the Airport for the use and benefit of the public and to keep the Airport open to all types, kinds and classes of aeronautical use without discrimination between such types, kinds and classes; provided that the Sponsor shall establish such fair, equal and nondiscriminatory conditions to be met by all users of the Airport as may be necessary for the safe and efficient operation of the Airport; and provided further, that the Sponsor may prohibit any given type, kind or class of aeronautical use of the Airport if such use would create unsafe conditions, interfere with normal operation of aircraft, or cause damage or lead to the deterioration of the runway or other airport facilities.
- 3) In any agreement, contract, lease or other arrangement under which a right or privilege at the Airport is granted to any person, firm or corporation to conduct or engage in any aeronautical activity for furnishing services to the public at the Airport, the Sponsor shall insert and enforce provisions requiring said person, firm or corporation:
 - a) to furnish services on a reasonable and not unjustly discriminatory basis to all users thereof and charge reasonable and not unjustly discriminatory prices for each unit or service;
 - b) and be allowed to make reasonable and nondiscriminatory discounts, rebates or similar types of price reductions to volume purchasers;
 - c) each Fixed Based Operator (FBO) and Air Carrier at the Airport shall be subject to the same rates, fees, rentals and other charges as are uniformly applicable to all other FBOs and Air Carriers making the same or similar uses of the Airport and utilizing the same or similar facilities;
 - d) each Air Carrier using such Airport shall have the right to service itself or to use any FBO that is authorized or permitted by the Airport to serve any Air Carrier at the Airport.
- 4) The Sponsor shall not exercise or grant any right or privilege which operates to prevent any person, firm or corporation operating aircraft on the Airport from performing any services on its own aircraft with its own employees (including but not limited to maintenance, repair and fueling) that it may choose to perform. In the event the Sponsor

itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by a commercial aeronautical operator authorized by the Sponsor under these provisions.

- 5) The Sponsor shall suitably operate and maintain the Airport and all facilities thereon or connected therewith which are necessary for airport purposes and to prohibit any activity thereon which would interfere with its use for aeronautical purposes and to operate essential facilities, including night lighting systems, when installed, in such manner as to assure their availability to all users of the Airport; provided that nothing contained herein shall be construed to require that the Airport be operated and maintained for aeronautical uses during temporary periods when snow, flood or other climatic conditions interfere substantially with such operation and maintenance.
- 6) The Sponsor shall not permit an exclusive right for the use of the Airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, providing services at an Airport by a single FBO shall not be construed as an "exclusive right" if:
 - a) it would be unreasonably costly, burdensome or impractical for more than one FBO; and
 - b) if allowing more than one FBO to provide such services would require a reduction of space leased pursuant to an existing agreement between a single FBO and the Airport.

Note: Aeronautical activities that are covered by this paragraph include, but are not limited to: charter flights, pilot training, aircraft rental, sightseeing, air carrier operations, aircraft sales and services, aerial photography, agricultural spraying, aerial advertising and surveying, sale of aviation petroleum products whether or not conducted in conjunction with any other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity.

- 7) The Sponsor shall terminate any exclusive right to conduct an aeronautical activity now existing at the Airport before any grant of assistance from the State. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the Airport is used as an Airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with State funds.
- 8) Airport Pavement Preservation Program: The Sponsor certifies that they have implemented an effective pavement preservation management program at the Airport in accordance with Public Law 103-305 and with the most current associated FAA policies and guidance for the replacement, reconstruction or maintenance of pavement at the Airport. The Sponsor assures that it shall use and follow this program for the useful life of the pavement constructed, reconstructed or repaired with financial assistance from the State and that it will provide such reports on pavement condition and pavement management programs as may be required by the State.

Sponsor Transactions

The Sponsor shall refrain from entering into any transaction which would deprive the Sponsor of any of the rights and powers necessary to perform any or all of the covenants made herein, unless by such transaction the obligation to perform all such covenants is assumed by another public agency eligible to assume such obligations and having the power, authority and financial resources to carry out such obligations; and, if an arrangement is made for management or operation of the Airport by an agency or person other than the Sponsor, the Sponsor shall reserve sufficient powers and authority to insure that the Airport will be operated and maintained in accordance with these covenants or insure that such an arrangement also requires compliance therewith.

Airport Revenues

The Sponsor shall maintain a fee and rental structure for the facilities and services at the Airport which will make the Airport as self-sustaining as possible under the circumstances existing at the particular Airport, taking into account such factors as the volume of traffic and economy of collection. All revenues generated by the Airport (and any local taxes established after Dec 30, 1987), will be expended by it for the capital or operating costs of the Airport; the local airport system; or the local facilities which are owned or operated by the owner or operator of the Airport and which are directly or substantially related to the actual air transportation of passengers or property, on or off the Airport.

Disposal of Land

- 1) For land purchased under a grant for airport development purposes (it is needed for aeronautical purposes, including runway protection zones, or serve as noise buffer land; and revenue from the interim use of the land contributed to the financial self-sufficiency of the Airport), the Sponsor shall apply to the State and FAA for permission to dispose of such land. If agreed to by the State and/or FAA, the Sponsor shall dispose of such land at fair market value and make available to the State and FAA an amount that is proportionate to the State and FAA's share of the cost of the land acquisition. That portion of the proceeds of such disposition, which is proportionate to the share of the cost of acquisition of such land, shall be (a) reinvested in another eligible airport development Project or Projects approved by the State and FAA or (b) be deposited to the Aviation Trust Fund if no eligible Project exists.
 - 2) Disposition of such land shall be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the Airport.
-

EXHIBIT B

General Provisions

Employment of Consultants

The term consultant, as used herein, includes planners, architects and/or engineers. If a consultant is to be used for this Project, the Sponsor agrees to consider at least three (3) consultant firms. If the Sponsor has contracted with or will contract with a consultant on a retainer basis, the Sponsor assures to the State that prior to entering such a contract, at least three (3) consultants were or will be considered. The Sponsor shall submit to the State, for review and approval, a copy of the request for proposals and/or request for qualifications, and the proposed consultant contract prior to its execution and upon award of the contract, a fully executed copy. All requests for qualifications and requests for proposals shall be in accordance with A.R.S. 34, Chapters 1, 2 and 6, and shall include a list of projects and project locations to be awarded project contracts.

Contracts

- 1) The Sponsor as an independent entity and not as an agent of the State may obtain the services required in order to fulfill the work outlined in the Project Description as approved by the State for funding in the Airport Capital Improvement Program. All contracts awarded to accomplish the project work described in this Agreement shall state:
 - a) The name of the consultant authorized to perform the work and to communicate on behalf of the Sponsor;
 - b) The Sponsor must insure that contracts issued under this Agreement comply with the provisions of Arizona Executive Order 75-5 as amended by Arizona Executive Order 99-4, relating to equal opportunity;
 - c) The terms for termination of the contract either for failure to perform or in the best interest of the Sponsor;
 - d) The duly authorized representatives of the State shall have access to any books, documents, papers and records of the consultant and/or contractor which are in any way pertinent to the contract for a period of five years, in accordance with A.R.S. 35-214, for the purpose of making inspections, audits, examinations, excerpts and transcriptions.
- 2) All contracts shall stipulate and make clear:
 - a) The responsibilities of the consultant to gain authorization for changes on the Project which may have an effect on the contract price, scope, or schedule;
 - b) That all construction contractors and sub-contractors hired to perform services, shall be in compliance with A.R.S. 32, Chapter 10.
 - c) That any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. That these items shall be made available to the public. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else.
 - d) That any travel shall be reimbursable by the State only within the rules and costs in accordance with the State of Arizona Travel Policy.

Conflict of Interest

Each consultant submitting a proposal shall certify that it shall comply with, in all respects, the rules of professional conduct set forth in Arizona Administrative Code R4-30-301. In addition, a conflict of interest shall be cause for disqualifying a consultant from consideration; or terminating a contract if the conflict should occur after the contract is made. A potential conflict of interest includes, but is not limited to:

- 1) Accepting an assignment where duty to the client would conflict with the consultant's personal interest, or interest of another client.
- 2) Performing work for a client or having an interest which conflicts with this contract.

Reports

The Sponsor shall submit monthly status reports during planning, shall submit monthly status reports during design, and shall submit weekly reports during construction. All reports shall reflect, at a minimum, the progress accomplished in relation to the Grant and Project schedules and milestones, the reasons for any changes, and the recommended corrections of problems encountered. Upon completion of the Project, the Sponsor shall submit a letter to the State specifying that the Project has been completed to their satisfaction and that the consultant and the contractor have completed their contractual responsibilities.

Changes

Any changes to the consultant contract, authorized by the Sponsor, that include additional funds, time and/or scope, shall be by amendment and shall be approved by the State prior to being made in order to be eligible for reimbursement. Approval of a change by the State shall not obligate the State to provide reimbursement beyond the maximum funds obligated by this Agreement. Any increase to the amount of funds authorized hereunder, to the expiration date of this agreement, or to the scope of work included in this agreement must be by formal amendment, and signed by all parties.

Any changes to the contract documents, authorized by the Sponsor, must be approved by the State prior to any changes being made in order to be eligible for reimbursement.

Audit

Upon completion of the Project, the Sponsor agrees to have an audit performed. The audit examination may be a separate project audit or in accordance with the Single Audit Act of 1984 (Single Audit). If the Sponsor is required under law to have a Single Audit, this Project shall be considered for inclusion in the scope of examination.

The Sponsor shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of the grant, the total cost of the Project in connection with which the grant is given or used, and the amount or nature of that portion of the cost of the Project supplied by other sources, and such other financial records pertinent to the Project. The accounts and records will be kept in accordance with A.R.S. 35-214.

In any case in which an independent audit is made of the accounts of a Sponsor relating to the disposition of the proceeds of a grant relating to the Project in connection with which the grant was given or used, it shall file a certified copied of such audit with the State not later than six (6) months following the close of the fiscal year in which the audit was made.

The Sponsor shall make available to the State or any of their other duly authorized representatives, for the purpose of audit and examination, any books, documents, papers and records of the recipient that are pertinent to the grant. The

Sponsor further agrees to provide the State a certified copy of the audit report. The State is to determine the acceptability of this audit.

Suspension

If the Sponsor fails to comply with any conditions of this Agreement, the State, by written notice to the Sponsor, may suspend participation and withhold payments until appropriate corrective action has been taken by the Sponsor. Costs incurred during a period of suspension may not be eligible for reimbursement by the State.

Failure to Perform

If the Sponsor fails to comply with the conditions of this Agreement the State, may by written notice to the Sponsor, terminate this Agreement in whole or in part. The notice of termination will contain the reasons for termination, the effective date, and the eligibility of costs incurred prior to termination. The State shall not reimburse any costs incurred after the date of termination.

Termination for Convenience

When the continuation of the Project will not produce beneficial results commensurate with the further expenditure of funds or when funds are not appropriated or are withdrawn for use hereunder, the State may terminate this Agreement. In the case where continuation of the Project will not produce beneficial results, the State and the Sponsor shall mutually agree upon the termination either in whole or in part. In the case where funds are no longer available or have been withdrawn or not appropriated, or the Project is no longer in the State's best interest, the State shall have the right of termination as its sole option. The State shall not reimburse any costs incurred after receipt of the notice of termination. The Governor pursuant to A.R.S. Section 38-511 hereby puts all parties on notice that this Agreement is subject to cancellation.

Waiver by State

No waiver of any condition, requirement or right expressed in this Agreement shall be implied by any forbearance of the State to declare a default, failure to perform or to take any other action on account of any violation that continues or repeats.

Compliance with Laws

The Sponsor shall comply with all Federal, State and Local laws, rules, regulations, ordinances, policies, advisory circulars, and decrees that are applicable to the performance hereunder.

Arbitration

In the event of a dispute, the parties agree to use arbitration to the extent required by A.R.S. Section 12-1518.

Jurisdiction

Any litigation between the Sponsor and the State shall be commenced and prosecuted in an appropriate State court of competent jurisdiction within Maricopa County, State of Arizona.

Excess of Payments

If it is found that the total payments to the Sponsor exceed the State's share of allowable project costs, the Sponsor shall promptly return the excess to the State. Final determination of the State's share of allowable costs shall rest solely with

the State. Any reimbursement to the Sponsor by the State not in accordance with this Agreement or unsubstantiated by project records will be considered ineligible for reimbursement and shall be returned promptly to the State.

State Inspectors

At any time and/or prior to final payment of funds for work performed under this Agreement, the State may perform an inspection of the work performed to assure compliance with the terms herein and to review the workmanship of the Sponsor's contractors and/or consultants. No inspector is authorized to change any provisions of this Agreement or any provisions of Agreements between the Sponsor and the Sponsor's contractor and/or consultant.

Indemnification

The State of Arizona, acting by and through the Arizona Department of Transportation, does not assume any liability to third persons nor will the Sponsor be reimbursed for the Sponsor's liability to third persons resulting from the performance of this Agreement or any subcontract hereunder.

The Sponsor shall indemnify and hold harmless the State, any of their departments, agencies, officers and employees from any and all liability, loss or damage the State may suffer as a result of claims, demands, costs or judgments of any character arising out of the performance or non-performance of the Sponsor or its independent contractors in carrying out any provisions of this Agreement. In the event of any action, this indemnification shall include, but not be limited to, court costs, expenses of litigation and reasonable attorney's fees.

Required Provisions Deemed Inserted

Each and every provision of law and clause required by law to be inserted in this Agreement shall be read and enforced as though it were included herein, and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either party, this Agreement shall forthwith be physically amended to make such insertion or correction.

Property of the Sponsor and State

Any materials, including reports, computer programs or files and other deliverables created under this Agreement are the sole property of the Sponsor. The Contractor/Consultant is not entitled to a patent or copyright on these materials and may not transfer the patent or copyright to anyone else. The Sponsor shall give the State unrestricted authority to publish, disclose, distribute and otherwise use at no cost to the State any of the material prepared in connection with this grant. At the completion of the project, the Sponsor shall provide the State with an electronic copy, in a format useable by the State, and one hard copy in a format useable by the State, of final plans, specifications, reports, planning documents, and/or other published materials as produced as a result of this project.

EXHIBIT C

Specific Provisions and Project Schedules

Provisions for Design/Construction

Financial Cost Categories

The Sponsor shall segregate and group project costs in categories as follows:

- 1) "Design/Engineering Services" (as applicable), including topographic surveys/mapping, geometric design, plans preparation, geotechnical and pavement design, specifications, contract documents.
- 2) "Construction" (must be accounted for in accordance with approved work items as presented in the bid tabulation).
- 3) "Construction Engineering" (as applicable), including contract administration, inspection/field engineering, materials testing, construction staking/as-built plans and other.
- 4) "Sponsor Administration" directly associated with this Project (not to exceed 5% of project costs).
- 5) "Sponsor Force Account" contribution (if applicable).
- 6) "Contingencies" (not to exceed 5% of construction costs).
- 7) "Other" with prior approval of the State.

Design Review – Plans, Specifications and Estimates

Plans, specifications and estimates shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona. The Sponsor shall conduct a Concept Design Review meeting with the State and Sponsor's consultant at approximately the thirty percent (30%) completion point in the design of the Project, and a Final Design Review at one hundred percent (100%) plan completion.

These mandatory reviews shall be completed before the Sponsor will be permitted to proceed with the Project. The State shall issue an approval to proceed with final design upon satisfactory completion of the 30% review. The State shall issue an approval of the 100% plans, specifications and estimates upon satisfactory completion of the 100% review. Upon State approval, the Sponsor may proceed to advertising if construction is included in the scope of the Project, or must close the Project and submit a final grant reimbursement request if the grant is for design only.

Any modification to the approved plans, specifications and estimates authorized by the Sponsor shall also be subject to approval of the State. **Changes made to approved plans, specifications, and estimates at any time must be authorized by the State prior to executing the changes in order to be eligible for reimbursement by the State.**

The National Environmental Policy Act (NEPA) documentation must be complete and approved by the State and/or FAA prior to construction. The Sponsor shall submit a copy of the documentation to the State.

FAA Notice of Proposed Construction

The Sponsor agrees to submit an FAA Form 7460-1, Notice of Proposed Construction or Alteration before construction, installation or alteration of any Project under this Agreement that falls under the requirements of Subpart B to Part 77, Objects Affecting Navigable Airspace.

Bidding - Alternate Bidding Methods

Design, Bid, Build is the standard and preferred method for project delivery for State airport development grant projects. Alternative contracting methods (Design Build, Construction Manager at Risk, Task Order Contract) may be used in accordance with A.R.S. Title 34, Chapters 1, 2 and 6. **Use of an alternative contracting method shall be reviewed and approved by the State prior to the Sponsor executing a contract for the work.** If a project is approved for an alternative contracting method, the Sponsor must comply with all Federal, State, and Local policies, regulations, rules, and laws, as well as all requirements of this grant agreement within that method.

Based on Bids

If a Sponsor has requested a match to a Federal construction grant that was based on bids (the project was already advertised by the Sponsor with no existing State airport development grant for the design work), then all design coordination with the State required by this agreement must have been met during the design process for any prior design work to be considered eligible for reimbursement by the State. The State shall review any documentation and work done prior to bidding and, at its sole discretion, determine the eligibility of the work. Only work items necessary to complete the Project as stated in Exhibit C, Schedule One, Project Description, may be considered eligible.

Contractor Allowance

This item may only be used to cover costs of unknown, unforeseen circumstances within the scope of the grant that are necessary for Project completion. (For example: if unknown underground utilities must be removed or relocated to accomplish the Project) **This item must have prior approval of the State for each use of the item during construction in order to be eligible for reimbursement by the State.** The bid item shall be clearly defined in the contract documents with concise language describing when it may be utilized. It shall also be specified that the item may not be used at all. The allowance may only be used for unforeseen items directly related to the Project.

Contingencies

Contingencies are to be used as an estimating tool during the preliminary phases of Project development. They are intended to allow room in the grant funding level for reasonable price increases or approved added items during design. Contingencies are not eligible for reimbursement by the State as bid items in a construction contract.

Itemized Allowance

Use of an itemized allowance items may only be included in a contract with prior approval of the State. Any use of an itemized allowance bid item as part of a grant must be for a clearly defined portion of the project. (For example: cabinet allowance – cabinets in terminal storage room as shown on plans to be selected by Sponsor, or carpet allowance – industrial Berber carpet for 200 SF lobby to be selected by Sponsor) Each contract allowance item must be approved by the State in order to be included in the bid package. The State will not approve use of an item to cover expenses not directly related to the item. (For example: Left over funds from cabinet allowance cannot be used to purchase light fixtures)

Construction Inspection

Airport planning, design, project estimates, bidding, and construction inspection are the direct responsibility of the Sponsor and may be accomplished by the Sponsor's staff or by a qualified consultant. The Sponsor shall provide and maintain competent technical supervision throughout the Project to assure that the work conforms to the plans, specifications and schedules approved by the State and the Sponsor.

Construction inspection shall be accomplished by, or under the direct supervision of a qualified engineer registered by the State of Arizona.

The Sponsor shall subject the construction work and any related documentation on any Project contained in an approved Project application to inspection and approval by the State and the FAA. The State shall, if in accordance with regulations and procedures, prescribe such work as needed for the Project.

Change Orders

The Sponsor shall notify the State in advance of the need for a change. Such notification shall clearly define the changed or added bid items, the locations of changed work, the quantities and costs of changed work, and the time required for the change. Justification for the change must be provided to the State by the Sponsor. Change orders may be approved by the State only if they are clearly necessary to accomplish the original grant scope. If approval is granted by the State, the Sponsor shall follow up with the written change order for the State's review and approval in a timely manner. The Sponsor may not request reimbursement for the work done under a change order until the change order is approved by the State.

Construction Contract Documents

Any changes to the construction contract documents (including scope, time and amount), authorized by the Sponsor, must be approved by the State prior to being implemented by the Sponsor in order to be eligible for reimbursement under the grant. All changes, as well as any notifications and approvals related to the changes, shall be documented in the final contract documents, change orders, and as built plans provided to the State at the end of the contract. Verbal requests and approvals are not sufficient as documentation for reimbursement. Final reimbursements will not be made until all documentation is received by the State.

Design/Construction Project Schedules

The Schedule Forms are intended to identify and monitor project scope, costs, and basic milestones that will be encountered during various phases of the Project. The Sponsor shall complete these three schedules showing the project description and total costs, project reimbursements (cash flow) schedule and project milestones.

Schedule One shows the total Project estimated costs associated with each share - State and Federal and Local. Schedule Two shows a projected cash flow for State funds only. The Sponsor is to estimate requests to the State for Project reimbursement. Schedule Three shows anticipated dates of Project milestones. These schedules will be used to keep track of the Project's progress. Be sure to develop realistic schedules.

As the project progresses, and the original reimbursement schedule and or milestone dates change, the Sponsor must submit a revised Schedule to the State for approval.

Schedule One
Design/Construction Project Description and Funding Allocation

Detailed Project Description:

Rehabilitate Apron (Approximately 59,000 square yards), including lighting

(AIP # 3-04-0064-024-2014)

Project Cost Category	Total Estimated Project Cost	Estimated Local Share	Estimated Federal Share	Estimated State Share*
Design/Engineering Services	\$	\$	\$	\$
Construction	\$ 2,237,588	\$ 100,020	\$ 2,037,548	\$ 100,020
Construction Engineering	\$ 180,785	\$ 8,081	\$ 164,623	\$ 8,081
Sponsor Administration**	\$ 56,000	\$ 2,503	\$ 50,994	\$ 2,503
Sponsor Force Account Work***	\$	\$	\$	\$
Contingencies	\$	\$	\$	\$
Total Project Costs	\$ 2,474,373	\$ 110,605	\$ 2,253,164	\$ 110,604

*Total of this column to be used in Schedule Two.

** Sponsor Administration is not eligible for reimbursement above 5% of the project costs.

*** All force account work is to be approved by the State prior to the grant agreement being signed.

NOTE: The Sponsor must attach a project plan based upon the ALP that clearly shows the scope and the limits of the work.

Schedule Two Design/Construction Project Reimbursement Schedule

The Sponsor must complete this Project Reimbursement Schedule showing the projected cash flow of State grant funds only for this Project. Projections must include all consultant and contractor services. The reimbursement schedule should be a realistic schedule and will be used to keep track of a project's progress. Reimbursement requests must be submitted regularly by the Sponsor while the grant is active. The cash flow should reflect when a request is submitted to the State, not when invoices are paid by the Sponsor.

Instructions:

- 1) For "Total State Funds" below, enter the Total Project Costs/Estimated State Share from Schedule One.
- 2) For each month/year, indicate the projected reimbursement request amount for State Funds Only (use whole dollars only, e.g. \$540 or \$1,300).
- 3) Continue the process by entering a Zero (Ø) in the month/year for which no reimbursement is anticipated and/or a dollar amount of the reimbursement, until the total State funds are accounted for in the cash flow.

Total State Funds: \$ 110,604

Projected Reimbursement Requests / State Cash Flow

<i>Calendar Year</i>	Jan	Feb	Mar	Apr	May	Jun
2015	\$	\$	\$	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$
2019	\$	\$	\$	\$	\$	\$
<i>Calendar Year</i>	Jul	Aug	Sep	Oct	Nov	Dec
2015	\$	\$	\$ 110,664	\$	\$	\$
2016	\$	\$	\$	\$	\$	\$
2017	\$	\$	\$	\$	\$	\$
2018	\$	\$	\$	\$	\$	\$
2019	\$	\$	\$	\$	\$	\$

Grants expire 4 years from the date of the grant offer. The Sponsor shall schedule the work to be completed within the 4 years.

Schedule Three Design/Construction Project Milestones

Milestone Duration Guidelines

The below duration periods are intended to provide guidelines for you to consider. These are average time periods (in calendar days), but it is understood these periods may vary by Sponsor and Project, and are subject to modification. If an entry on the form is not applicable, write N/A.

- 1) The Consultant Selection Phase for all Projects, regardless of type, is approximately ninety (90) days but should not exceed one hundred eighty (180) days.
- 2) The Design/Engineering Phase is subject to the type and complexity of the Project, however, most designs can be accomplished within one hundred eighty (180) days to two hundred and seventy (270) days.
- 3) The Bidding Phase typically should be sixty (60) days or less.
- 4) The Construction Phase is dependent upon the type of Project, the airport traffic, and the available construction season, generally ninety (90) days to three hundred sixty (360) days.
- 5) The State review periods should be fifteen (15) days.

<u>Design/Construction Milestone Schedule</u>					
Milestones	Duration # of Days	Start Date		Completion Date	
		Proposed	Actual	Proposed	Actual
Consultant Selection Phase					
Submit Scope for State Review/Approval*	N/A				
Submit Contract for State Review/Approval	N/A				
Award Consultant Contract	N/A				
Design & Engineering Phase					
Sponsor Issue Notice to Proceed/Start Design	N/A				
Conduct 30% Design Review/Approval	N/A				
Conduct Final Design Review/Bid Set Submitted (100%) for Review/Approval	N/A				
Bidding Phase					
Bid Set Submitted (100%) for Review/Approval	N/A				
Issue Invitation for Bids	N/A		7/17/14		8/7/14
Submit Bid Tab for State Review/Approval	N/A		8/18/14		8/18/14
Award Construction Contract/Submit to the State	N/A		5/26/15		
Construction Phase					
Pre-Construction Meeting		02/19/15			
Issue NTP – Begin Construction		03/02/15		05/02/15	06/15/15
Final Inspection		6/26/15		6/26/15	
Submit As-Builts & Final Documentation		7/11/15		7/17/15	
Submit Final Reimbursement Request and Sponsor Closeout Letter		7/31/15		7/31/15	

* The solicitation for qualifications and the service agreements must contain a list of projects, including this grant project, per A.R.S. 34-Chapter 6.



Legislation Description

File #: 15-528, Version: 1

AUTHORIZATION TO ENTER INTO A TEMPORARY LICENSE AGREEMENT WITH THE NEW WESTGATE, LLC FOR THE USE OF WESTGATE FINAL PLAT, LOT 1

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to approve a Temporary License Agreement with The New Westgate, LLC (TNW) for the purpose of securing temporary parking on Westgate Final Plat, Lot 1 for 259 parking spaces and authorizing the City Manager to execute all required contract payments not to exceed \$100,000.

Background

The city has a contractual obligation with the Arizona Sports and Tourism Authority (AZSTA) and the Arizona Cardinals to provide a total of 11,000 parking spaces in and around the Sports and Entertainment District, with a minimum of 6,000 parking spaces to be provided within Westgate City Center. Until full build-out of the Westgate Planned Area Development (PAD), it has always been the understanding of the parties involved that parking may need to be relocated within the Westgate Final Plat as necessary to accommodate new development while maintaining the minimum number of parking spaces required by all parties.

On June 30, 2015, the city received notice from Glendale Westgate Lodging Investors II, LLC that they would proceed with development on Lot 12A at Westgate. Lot 12B would continue to be available for the city to use for parking. Losing lot 12A for parking decreased the number of spaces available to the city by 259. Staff negotiated with TNW for the use of Westgate Final Plat, Lot 1 for 259 spaces, located on the eastern section of the lot.

This agreement will provide 259 replacement parking spaces, located on the eastern portion of Lot 1 within Westgate City Center, for Stadium use for all Cardinals Football pre-season, regular season and playoff games. The rental fee is fifteen dollars (\$15.00) per space for the pre-season and regular season games, which equates to \$38,850, plus applicable tax of 3.4% for a total of \$40,170.90. The rental fee is twenty-five dollars (\$25.00) per space for playoff games, which equates to \$6,475 plus applicable tax of 3.4% for a total of \$6,695.15 per game. The city will also reimburse TNW for portable lighting that will be used in alternate lots due to this license agreement.

Analysis

The new proposed agreement allows use of 259 temporary replacement parking spaces located on Westgate Final Plat, Lot 1 for all Cardinals Football pre-season, regular season and playoff games, allowing the city to fulfill contractual parking obligations with the other parties previously identified. The use of this parking is

made available by TNW in an amount not to exceed \$100,000.

Previous Related Council Action

On April 14, 2015, City Council adopted a resolution authorizing the Acting City Manager to approve a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, making 1,679 parking spaces available for the city's use in meeting its parking obligations.

On April 22, 2014, City Council adopted a resolution authorizing the City Manager to approve a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, making 1,679 parking spaces available for the city's use in meeting its parking obligations.

On March 26, 2013, City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, making 1,679 parking spaces available for the city's use in meeting its parking obligations.

On May 22, 2012, the City Council adopted a resolution authorizing the City Manager to enter into a Temporary Parking Agreement with TNW for the city's use of Westgate Final Plat, Lot 5, to execute the construction of 1,679 parking spaces to be available for the city's use in meeting its parking obligations.

On January 25, 2011, the City Council adopted a resolution authorizing the City Manager to enter into the First Amendment to the Mixed-Use Development Agreement with Coyote Center Development, LLC; Glendale-101 Development, LLC; and Arena Development, LLC to address potential issues created as a result of the Phoenix Coyotes bankruptcy and certain real estate and development transactions and to encourage incremental economic development on the Westgate PAD. The resolution also authorized the City Manager to enter into the Amended and Restated Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC for the purpose of affirming parking improvement requirements to support the Arena and the city's contractual parking obligations.

On June 24, 2008, the City Council authorized the City Manager to enter into an Agreement for the Replacement of Temporary Parking with Coyote Center Development, LLC; Coyotes Hockey, LLC; Arena Management Group, LLC; Entertainment Center Development, LLC; and, Glendale Garage, LLC for the purpose of developing a new parking facility.

On September 28, 2004, the City Council adopted a resolution authorizing the City Manager to enter into a Memorandum of Agreement with the Arizona Cardinals and the AZSTA for the development of a multi-purpose stadium and related improvements.

On May 27, 2003, the City Council authorized the City Manager to enter into the Parking and License Agreement with Covenants, Conditions, and Restrictions with the Arizona Cardinals and the AZSTA for the purposes of identifying certain parking obligations related to the multi-purpose stadium. The agreement was later amended on August 15, 2005.

Budget and Financial Impacts

File #: 15-528, Version: 1

Funding for this agreement is available in the Fiscal Year 2015-2016 Stadium Transportation Operations account. There are no ongoing operating costs associated with this license agreement.

Cost	Fund-Department-Account
\$100,000	1000-11890-518200, Stadium - Transportation Ops

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

RESOLUTION NO. 5004 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN AGREEMENT ENTITLED "TEMPORARY LICENSE AGREEMENT" WITH THE NEW WESTGATE LLC FOR CERTAIN TEMPORARY PARKING RIGHTS AT WESTGATE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Temporary License Agreement for parking rights with The New Westgate, LLC 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 are hereby authorizing and directed to execute and deliver said agreement on behalf of the City of Glendale.

SECTION 3. Neither the members of the City Council of the City of Glendale nor any officer, employee or agent of the City shall be subject to any personal liability or accountability by reason of the execution of the documents.

SECTION 4. Notice of A.R.S. § 38-511 is hereby given.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

TEMPORARY LICENSE AGREEMENT

This Temporary License Agreement (this "Agreement") is made as of this ___ day of _____, 2015, by and between **THE NEW WESTGATE LLC**, a Delaware limited liability company ("Licensor"), and **CITY OF GLENDALE**, an Arizona municipal corporation ("Licensee"), related to that certain shopping center known as Westgate Entertainment District located in Glendale, Arizona (the "Center").

RECITALS

Licensor and Licensee desire to enter into a license agreement whereby Licensee will license from Licensor space within the Center on a temporary basis, under the following terms and conditions.

NOW THEREFORE, in consideration of the mutual terms and conditions herein contained, the parties hereby agree as follows:

1. **License Areas.** Subject to the terms and conditions of this Agreement, Licensor hereby grants to Licensee an exclusive license during the License Term to use a portion of Parking Lot 1 of the Center, as depicted on the attached Exhibit A and incorporated by reference (the "License Area"). Such License Area includes the parking spaces within such lots, and excludes on-street parking surrounding such lots. The License Area contains 259 parking spaces. In addition to and together with the License Areas, Licensor grants to Licensee a non-exclusive right of access to and from the License Area. This license is non-transferable and is revocable by Licensor under the Agreement terms. Licensee accepts the License Area "AS IS, WHERE IS" with no express or implied representation or warranty by Licensor as to the condition of the License Areas or the improvements therein, or its suitability for the Permitted Use (as defined below) or any other matter.

2. **License Term and Minimum Hours.** The term of this Agreement shall be for 10 dates, with hours as specified herein, namely the two home pre-season game dates and eight regular season home game dates for the Arizona Cardinals football club at the University of Phoenix Stadium for the 2015 season: 8/15/15; 8/22/15; 9/13/15; 9/27/15; 10/4/15; 10/26/15; 11/22/15; 12/10/15; 12/27/15; 1/3/16 (the "License Term"). For each game, the License Area shall be controlled as follows: (i) general public parking will be allowed, for free, with entrance to the License Area permitted up until six (6) hours before the kick-off time for the game; (ii) Licensee may tow cars parked in the License Area beginning four and one-half hours (4.5) hours before the kick-off time for the game; (iii) only Licensee approved cars will be allowed to park in the License Area, commencing four (4) hours before the kick-off time for the game and such parking will be available only to those holding a pass for such lot, i.e., there will be no day-of-game cash sales for spaces in the License Area. Licensee is required to prominently display signage to this effect, at Licensee's cost and coordination, and such signage shall be approved by Licensor. Any such towing shall be handled by Licensee, at Licensee's cost and coordination. Beginning one (1) hour after kick-off time, the License Area will be open to general public free parking for the remainder of the day. Licensee shall not have any right to access or use the License Area, and shall not place any property, equipment or other items in the License Area at any time other than during the License Term. The License Term shall be automatically extended for each date that there is a home Arizona Cardinals playoff game in the month of January 2016, under the same provisions as above with respect to hours of use.

3. **Intentionally Omitted.**

4. **Use.** Licensee shall use the License Area for the sole purpose of **assigning control of the License Area to the Arizona Cardinals Football Club ("ACFC") for ACFC's use to park ACFC ticket holders via designated permit parking pass which shall be distributed to ticket holders prior to game-day (and explicitly not via day-of-game admission charge)** (the "Permitted Use") but for no other use without Licensor's prior written consent. Licensee and/or ACFC must provide all requisite personnel in the License Area during the License Term to control such parking operation; Licensor will provide no services within the License Area regarding parking. Licensee must cone or rope off the License Area in a manner acceptable to Licensor, including access and signage as provided in Section 1. Licensee's use of the License Area for any purpose other than for the use identified above shall be

deemed a material default under this Agreement. Licensee shall at all times use the License Area for the purpose of performing the Permitted Use in a proper manner acceptable to Licensor and in a lawful, honest, conscientious and business-like manner.

5. **Signs/Advertising.** Licensor shall obtain Licensee's written approval before publishing any advertising or promotional material referring to Licensee's Permitted Use of the License Areas. Licensee shall not have rights to any media towers or additional signage and graphics around, above and adjacent to the License Areas.

6. **License Fee.** In consideration of Licensee's use of the License Area pursuant to this Agreement, on or before the **August 13, 2015**, Licensee shall pay to Licensor a rental fee (the "Fee") equal to **Thirty Eight Thousand Eight Hundred Fifty Dollars and Zero Cents (\$38,850.00), plus applicable rental tax of three and four-tenths percent (3.4%) for a total amount due of Forty Thousand One Hundred Seventy Dollars and 90/100 Cents (\$40,170.90)**. If the License Term is extended for home playoff games, as provided in Section 2, then on or before the Friday preceding the date of such playoff game, then Licensor shall pay to Licensee the sum of Six Thousand Four Hundred Seventy Five Dollars and 00/100 Cents (\$6,475.00), plus applicable rental tax of three and four-tenths percent (3.4%) for a total amount due of Six Thousand Six Hundred Ninety-Five Dollars and 15/100 Cents (\$6,695.15), for each such each playoff game. In addition to the foregoing, Licensee shall reimburse Licensor for Licensor's cost to provide temporary lighting towers in the dirt lots controlled by Licensee, such dirt lots to be utilized by Licensor as additional parking during the License Term; Licensee to provide Licensor payment for such reimbursement within thirty (30) days of a request from Licensor, accompanied by copies of applicable receipts evidencing such costs. All payments due under this Agreement are to be made payable in lawful money of the United States of America. In addition to and together with the Fee and any other payments to be made by Licensee to Licensor pursuant to the terms of this Agreement, Licensee shall pay to Licensor an amount equal to any state, county or municipal sales, rent, occupancy, excise or use taxes assessed or levied upon Licensor with respect to the amounts paid by Licensee to Licensor pursuant to this Agreement. Such taxes shall not, however, include any franchise, gift, estate, inheritance, conveyance, transfer, or net income tax assessed against Licensor. All amounts payable by Licensee to Licensor shall be paid to Licensor at the address designated by Licensor. No termination or expiration of this Agreement shall terminate or affect Licensee's obligation to pay all Fees and all other amounts due under this Agreement accruing, or relating to the period, prior to the termination or expiration of this Agreement. The provisions of this Section 6 shall survive any termination or expiration of this Agreement.

7. **Late Payments.** If Licensee shall fail to make any payment to Licensor when due, Licensee shall pay Licensor a late charge of ten percent (10%) of the overdue amount for each five (5) days or portion thereof that any said amounts remain outstanding, which late fee shall become immediately due and payable. The payment of such late fee shall not, however, excuse or cure any default by Licensee under this Agreement. The Late Fee is not a penalty, but rather is liquidated damages to defray costs and compensate Licensor for damages resulting from such late payment by Licensee. Licensor and Licensee acknowledge the difficulty of determining the damages resulting from late payment by Licensee and therefore have agreed to the Late Fee as an economical alternative to the costly and lengthy litigation that would otherwise result over the damages resulting from Licensee's failure to timely pay any amounts due under this Agreement. The provisions of this Section 7 shall survive any termination or expiration of this Agreement.

8. **Maintenance of the License Area.** Notwithstanding anything in this Agreement to the contrary, Licensee shall be solely responsible (a) for securing all permits and licenses necessary to use the License Area for the Permitted Use, including without limitation any business licenses required by the City of Glendale and/or County of Maricopa, Arizona, (b) for maintaining the License Area in a neat and clean condition, (c) for complying with all applicable laws, rules, fire and safety codes and regulations, including such minimum safety standards as may be established by Licensor, with respect to the use of the License Area, (d) for repair of all damage to the License Area caused by Licensee, its agents, employees, representatives, contractors or invitees, (e) for complying with the Center's rules and regulations established from time to time by Licensor and delivered to Licensee, (f) for all costs and expenses related to cleaning, security, repair and maintenance of the License Area, and (g) for restoring

the License Area to its original condition, customary wear and tear excepted, at the end of the License Term.

9. **Insurance.** During the License Term, Licensee shall maintain, at its sole cost and expense, insurance as reasonably required by Licensor, including, without limitation, insurance meeting the requirements set forth on the attached Exhibit B. Before the License Term begins, Licensee shall provide Licensor a Certificate of Insurance which meets Licensor's requirements, including, without limitation, the requirements set forth on attached Exhibit B.

10. **Indemnity.** Licensee shall indemnify, defend and hold harmless Licensor and Licensor's parent, subsidiaries and affiliated companies, and their respective officers, directors, shareholders, agents, employees and affiliates (collectively, with Licensor, the "**Licensor Parties**"), against all loss, damage, expense and liability resulting from injury to or death of persons, including but not limited to employees of Licensee or Licensor, or injury to property, including but not limited to property of Licensee or Licensor, arising out of or in any way connected with Licensee's access to or use of the Center, however caused, except for such injury or death as may be caused by the gross negligence or willful misconduct of Licensor. Licensee shall, upon request by Licensor, defend any suit exerting a claim covered by this obligation to indemnify. Licensee shall pay costs that may be incurred by Licensor in enforcing this obligation to indemnify, including reasonable attorneys' fees. The provisions of this Section 10 shall survive any termination or expiration of this Agreement.

11. **Mutual Waiver of Subrogation.** Licensor and Licensee each hereby waive any rights one may have against the other on account of any loss or damage occasioned to Licensor or Licensee, as the case may be, or their respective property, the License Area, its contents or to other portions of the Center, arising from any risk generally covered by a policy or causes of loss special form insurance and from any risk covered by insurance then in effect. In addition, Licensor and Licensee, for themselves and on behalf of their respective insurance companies, waive any right of subrogation that any such insurance company may have against Licensor or Licensee, as the case may be. The foregoing waivers of subrogation shall be operative only so long as available in the State of Arizona and provided further that no policy of insurance is invalidated thereby.

12. **Risk of Loss or Damage.** Without limiting any other provision of this Agreement, Licensor shall not be liable for, except to the extent, subject to this Agreement, directly caused by the sole gross negligence or willful misconduct of Licensor, and Licensee hereby waives, all claims for loss or damage to Licensee's business or damage to person or property sustained by Licensee or any person claiming by, through or under Licensee resulting from any accident or occurrence in, on or about the License Areas, including, without limitation, claims for loss, theft or damage resulting from: (i) any equipment or appurtenances becoming out of repair; (ii) injury done or occasioned by wind or weather; (iii) any defect in Licensor's failure to operate, for whatever reason, any sprinkler, heating or air-conditioning equipment, electric wiring or the installation thereof, gas, water or steam pipe, drain or other pipe; (vii) the escape of steam or water; (viii) water, snow or ice being upon or coming through the roof, skylight, trap door, stairs, doorways, windows, walks or any other place upon or near the Center; (ix) the failure of any fixture, plaster, tile, stucco or other material or (x) any act, omission or negligence of other licensees or any other persons or occupants of the Center or of adjoining or contiguous buildings, or owners of adjacent or contiguous property or the public, or by operations in the construction of any private, public or quasi-public project. Licensee agrees to use and occupy the License Areas, and to use such other portions of the Center as Licensee is herein given the right to use, at Licensee's own risk, and Licensee hereby assumes the full risk and responsibility for loss, destruction or damage occurring to the personal property of Licensee in the License Areas. The provisions of this Section 12 shall survive any termination or expiration of this Agreement.

13. **Center Security.** Licensor may provide security for the common area of the Center as Licensor shall determine from time to time in its sole discretion. Licensee acknowledges that any security service provided by Licensor shall be at such intervals and with such manpower as Licensor may determine in its sole discretion. Licensee shall at all times comply, and shall cause its employees, representatives and invitees to comply, with the directions of such Center security with respect to the use of the License Areas. Licensee further acknowledges that any such security services are intended to be deterrent in nature and Licensor does not undertake to insure that damage to persons or property will

thereby be prevented upon the License Areas or the Center. Licensee acknowledges that this Agreement and Licensee's and Licensor's rights and obligations hereunder do not impose upon Licensor a duty to guard against criminal acts of a third party. Licensor shall have no obligation to provide security service to Licensee with respect to the License Areas.

14. **Taxes and Fees.** Any and all taxes, fees, and assessments, including but not limited to, license fees, fees for permits, profits, sales or use taxes, transaction privilege license taxes, personal property taxes, or any other taxes which may be levied or assessed on the assets, business or capital of Licensee or on Licensee's income or sales therefrom by any duly constituted government authority shall be borne and paid for entirely by Licensee. Licensee shall indemnify, defend and hold harmless the Licensor Parties for any and all claims, losses, liabilities, damages, amounts, penalties, costs and expenses arising or resulting from Licensee's failure to timely pay any amounts required to be paid by Licensee under this Section 14. The provisions of this Section 14 shall survive any termination or expiration of this Agreement.

15. **Assignment.** It is expressly agreed that Licensee shall not assign or sublease its rights or delegate its duties under this Agreement. Any assignment of rights, sublease or delegation of duties by Licensee without the prior written consent of Licensor shall be void and shall, at Licensor's option, result in the immediate termination of this Agreement.

16. **Removal of Property.** Upon the expiration of each License day (for activities outside of the Gallery Licensed Area) or the License Term, as applicable, Licensee shall quietly and peaceably surrender the License Areas and shall remove all other equipment and other things placed by Licensee on the License Areas hereunder, and if Licensee shall fail to do so, Licensor shall have the right to make such removal at Licensee's expense, and Licensor may dispose of said property in any manner and retain any and all proceeds arising out of such disposition.

17. **Default.** Each of the following shall constitute a default by Licensee hereunder: the failure by Licensee to observe or perform any covenant, obligation or condition required to be performed or observed by Licensee hereunder and the continuation of such failure for a period of two (2) days after notice thereof from Licensor. In the event of any such default by Licensee, Licensor shall have the right to terminate this Agreement, to recover immediate possession of the License Areas, and to remove all personal property of Licensee from the License Areas at Licensee's cost and expense. In addition, in the event of any default by Licensee hereunder, Licensor shall be entitled to recover all damages permitted by law (including, without limitation, attorneys' fees, costs and expenses) and to enforce all remedies available to Licensor at law or in equity. All rights, powers and remedies of Licensor shall be cumulative and the exercise of one or more of its rights or remedies shall not impair Licensor's right to exercise any other right or remedy, either concurrently or at any later time.

18. **Utilities.** Licensor shall have no obligation to make available to Licensee electricity or other utilities in connection with Licensee's use of the License Area.

19. **Waiver or Consent Limitation.** No term, covenant or condition of this Agreement shall be deemed to have been waived by Licensor or Licensee unless such waiver is in writing and signed by the party to be charged with the waiver. A waiver of any given breach or default shall not be a waiver of any other breach or default. All consents and approvals under this Agreement must be in writing and signed by the party granting such consent or approval. Consent to or approval of any act by one party requiring the other party's consent or approval shall not be deemed to waive or render unnecessary such other party's consent to or approval of any subsequent similar act.

20. **Attorneys' Fees.** If any action at law or in equity is necessary to enforce or interpret the terms of this Agreement, or if any claim, action or cause of action otherwise arises out of this Agreement, the prevailing party shall be entitled to reasonable attorneys' fees, costs and necessary disbursements in addition to any other relief to which the prevailing party may be entitled.

21. **Notices.** All notices, demands, or other writings to be given, made or sent by either party hereto to the other pursuant to this Agreement shall be in writing and shall be deemed to have been fully given, made or sent (i) when actually delivered, if delivered by overnight or other courier or delivery

service which confirms delivery in writing, or (ii) within two (2) business days after deposit in the U.S. Mail, if sent by certified mail, postage prepaid, return receipt requested. Such notices shall be addressed to the parties at the addresses set forth on the signature page hereof. Each party may, from time to time by notice to the other, designate another place for receipt of future notices.

22. **Relationship of the Parties.** Nothing contained in this Agreement shall be deemed or construed as creating a partnership, joint venture, principal-agent, or employer-employee relationship between Licensor and any other person or entity (including, without limitation, Licensee) or as causing Licensor to be responsible in any way for the debts or obligations of such other person or entity.

23. **Authority.** The persons executing this Agreement on behalf of Licensee hereby covenant and warrant to Licensor that Licensee is a validly existing entity in good standing under the laws of the State of Arizona or is a natural person, and the transaction set forth in this Agreement, the performance of Licensee's obligations hereunder and the execution and delivery of this Agreement by Licensee, in each case, has been duly authorized.

24. **Licensor Liability.** In the event of any transfer of the Center by Licensor or assignment by Licensor of this Agreement, the transferor shall be and is hereby entirely freed and relieved of all liability under any and all covenants and obligations contained in or derived from this Agreement arising out of any act, occurrence or omission relating to the Center or this Agreement occurring after the consummation of such transfer. Notwithstanding anything to the contrary set forth in this Agreement, it is expressly understood and agreed that any money judgment against Licensor resulting from any default or other claim arising under this Agreement (whether in contract, tort or for breach of any covenant contained in this Agreement) shall be satisfied only out of the rents, issues, profits and other income actually received from the operation of the Center, and no other real, personal or mixed property of Licensor or any of its owners or affiliated entities, wherever situated, shall be subject to levy on any judgment obtained against Licensor and if such amounts are insufficient for the payment of such judgment, Licensee shall not institute any further action, suit, claim or demand, in law or in equity, against Licensor for or on account of such deficiency. Licensee hereby waives, to the fullest extent permitted by law, any right to satisfy a money judgment against Licensor except from the income received from the operation of the Center.

25. **Miscellaneous.** This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, but all of which, together, shall constitute one and the same instrument. Under this Agreement, if Licensor exercises any right given to it to approve or disapprove, or when any arrangement or term must be satisfactory to Licensor, the decision of Licensor to approve or disapprove or to decide whether arrangements or terms are satisfactory or not satisfactory shall be in the sole and absolute discretion of Licensor. Time is of the essence of this Agreement and of every term, covenant and condition herein. The making, execution and delivery of this Agreement by Licensee has been induced by no representation other than as may be expressly set forth herein. This Agreement embodies the entire understanding of the parties with respect to the subject matter hereof and there are no further or other agreements, written or oral, in effect between the parties relating to the subject matter hereof. This Agreement shall not be construed either for or against Licensor or Licensee, but this Agreement shall be interpreted in accordance with the plain meaning of the language contained in this Agreement. This Agreement may be amended or modified only by a written agreement signed by the respective parties. No oral statement shall in any manner modify or otherwise affect the terms and conditions set forth herein. If two (2) or more persons or entities execute this Agreement as Licensee, then and in such event the word "Licensee" as used in this Agreement shall refer to all such persons or entities, and the liability of such persons or entities for compliance with the performance of all the terms, covenants and conditions of this Agreement shall be joint and several, and notice given to one of them shall be deemed notice to all. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of Arizona. The parties hereto hereby consent to the jurisdiction of any state or federal court located within Maricopa County, Arizona in any suit, action or proceeding based hereon or arising out of, under or in connection with this Agreement (and further agree not to assert or claim that such venue is inconvenient or otherwise inappropriate or unsuitable) LICENSOR AND LICENSEE EACH WAIVE THEIR RESPECTIVE RIGHT TO A TRIAL BY JURY OF ANY CONTRACT OR TORT CLAIM, COUNTERCLAIM, CROSS-COMPLAINT OR CAUSE OF ACTION IN ANY ACTION, PROCEEDING OR HEARING BROUGHT BY EITHER LICENSOR OR LICENSEE AGAINST THE

OTHER ON ANY MATTER ARISING OUT OF OR IN ANY WAY CONNECTED TO THIS AGREEMENT OR THE USE OR OCCUPANCY OF THE LICENSE AREAS.

[SIGNATURES CONTINUED ON FOLLOWING PAGE]

IN WITNESS WHEREOF, Licensor and Licensee have executed this Agreement on the day and year first above-written.

LICENSEE:

**City Of Glendale,
an Arizona municipal corporation**

By: Richard A. Bowers, Acting City Manager

ATTEST:

City Clerk (Seal)

APPROVED AS TO FORM:

By: Michael Bailey, City Attorney

Address for notices:

City Manager's Office
5850 W. Glendale Avenue
Glendale, Arizona 85301


With a copy to:

City Attorney's Office
5850 W. Glendale Avenue
Glendale, Arizona 85301

LICENSOR:

THE NEW WESTGATE LLC,
a Delaware limited liability company

By: SFI Westgate City Center - Glendale LLC
a Delaware limited liability company
Its Manager

By: 
Name: David Sotolov
Its: Senior Vice President

[NOTICE PROVISION CONTINUED ON FOLLOWING PAGE]

Address for notices:

The New Westgate LLC
c/o iStar Financial Inc.
1114 Avenue of the Americas
New York, NY 10036
Attn: Nina Matis

With a copy to:

The New Westgate LLC
c/o iStar Financial Inc.
10960 Wilshire Blvd., Ste. 1260
Los Angeles, CA 90024
Attn: David Sotolov

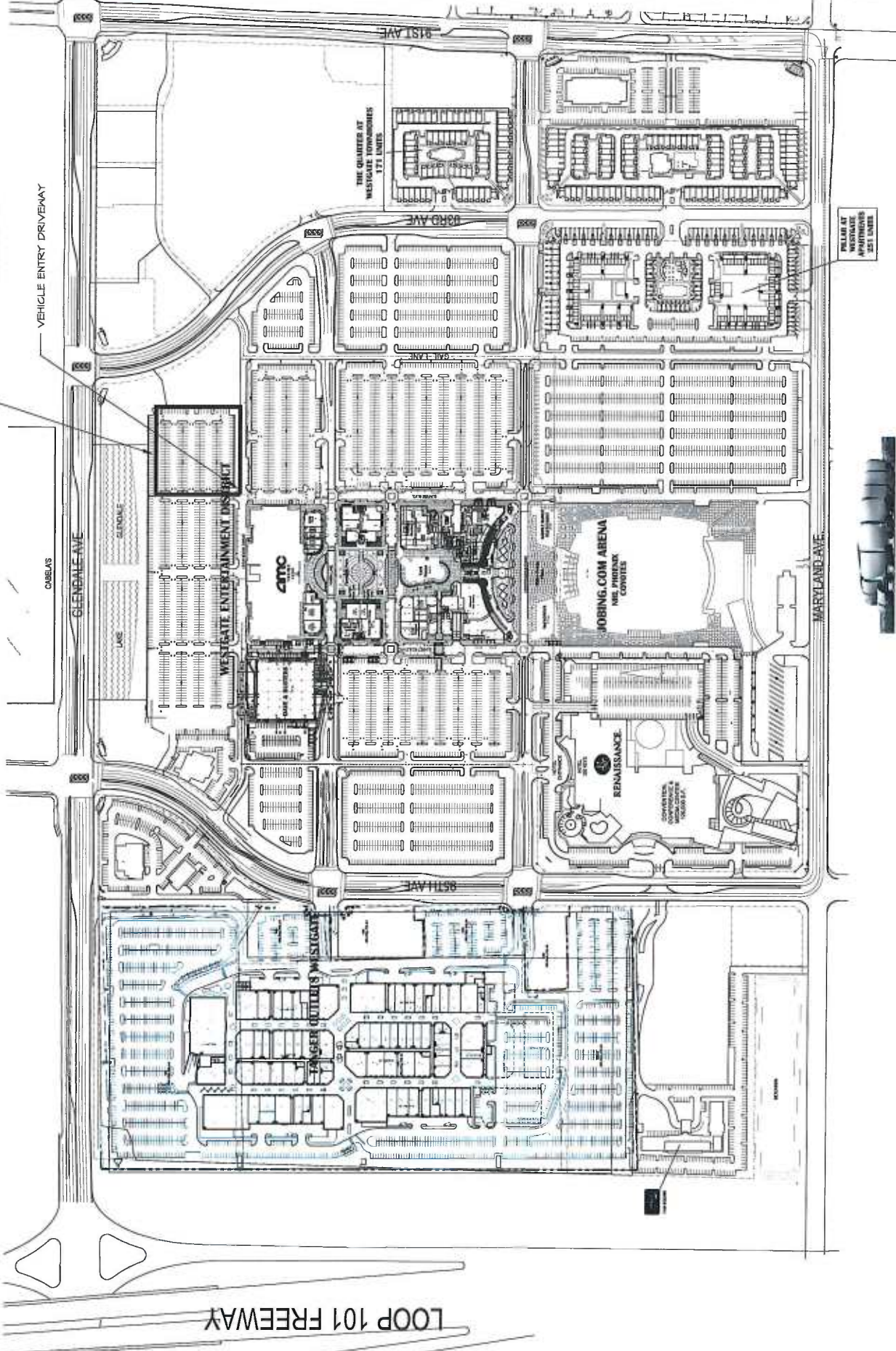
Teetsel Properties, LLC
2415 E. Camelback Rd., Ste. 700
Phoenix, AZ 85016
Attn: Jeff Teetsel

EXHIBIT A

Site Plan Showing 259 Spaces in Portion of Lot 1

LICENSE AREA PORTION OF "LOT 1"
 294 SPACES
 NOTE: NORTHERNMOST ROW IS EXCLUDED

VEHICLE ENTRY DRIVEWAY



NO.	DATE	BY	REVISION

MASTER SITE PLAN

FIRST LEVEL

Sheet Number LP-1F

FIRST LEVEL
 LEASE PLAN (07.23.15) SCALE: A1:1

• Existing Development Plans - subject to change

EXHIBIT B
Insurance Requirements

Licensee shall maintain, at its sole expense, the following types of insurance coverage or programs of self-insurance coverage as required by statute:

1. Workers' Compensation Insurance as required by law.
2. Commercial General liability Insurance or statutory self-insurance as authorized for Arizona municipalities against any and all damages and liability, including attorneys' fees on account of or arising out of injuries to or the death of any person or damages to the property, however occasioned in, on or about the License Area (with the Licensor's insurance to cover the Center) with at least a single combined liability and property damage limit of One Million and No/100 Dollars (\$1,000,000.00), which policy maintained by Licensee shall name Licensor as an additional insured.

Each policy shall (a) be issued by insurance companies licensed to do business in the State of Arizona, and acceptable to Licensor, (b) name the parties listed below and their respective affiliates, officers, directors, employees, agents and assigns as additional insured's, (c) be primary and noncontributing with respect to any coverage that Licensor may carry and the Certificate of Insurance must contain the following statement (by attachment, if necessary): "This insurance shall be primary and non-contributing with respect to any coverage that Licensor may carry for losses arising out of the Named Insured's operations.", (d) provide that it shall not be canceled or materially changed without thirty (30) days prior written notice to the other party, and (e) be endorsed to provide that Licensee's and Licensor's underwriters and insurance companies shall not have any right of subrogation against the other party. An original copy of the insurance certificate shall be given to Licensor prior to the commencement of the License Term. The obligations contained in this Exhibit are separate and distinct from all other obligations set forth in this Agreement, and are in no way intended to merely support Licensee's duty to indemnify set forth in this Agreement.

Additional Insured Parties:

- 1) The New Westgate LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 2) iStar Financial Inc., and its subsidiaries, successors & assigns
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 3) Teetsel Properties, LLC
2415 East Camelback Road
Suite 700
Phoenix, Arizona
85016
- 4) Vestar Properties, Inc.
2425 East Camelback Road
Suite 750
Phoenix, Arizona
85016
- 5) SFI Westgate City Center – Glendale LLC
c/o iStar Asset Services, Inc.
P.O. Box 3040
Garden Grove, California
92842-3040
- 6) CCD Equity Partners, LLC
c/o Solus Alternative Asset Management LP (Attn: Francis Blair)
410 Park Avenue
New York, NY 10022



Legislation Description

File #: 15-498, **Version:** 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF EL MIRAGE TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an intergovernmental agreement (IGA) with the City of El Mirage to allow El Mirage Police Department (EPD) officers to participate in law enforcement and security services at the University of Phoenix Stadium (Stadium).

Background

Global Spectrum, L.P., the managing agency for the Stadium on behalf of the Arizona Sports and Tourism Authority, has a need for qualified personnel to provide law enforcement and security services at the Stadium. The City of Glendale has had an agreement in place with Global Spectrum, L.P. since 2006 to provide these services, with a new agreement recently authorized by Council and in effect until July 1, 2016.

In 2006, the Glendale Police Department (GPD) established the West Valley Coalition and the City of Glendale entered into IGAs with other west valley cities for their police officers to assist with providing law enforcement and security services during large events at the Stadium. In 2007, officers from east valley cities became involved in the coalition; and in 2009 the law enforcement group providing services at the Stadium became known as the Valley-wide Coalition.

During the last eight years, IGAs with three-year terms have been in place with up to sixteen (16) cities for their police officers to participate in the Coalition, resulting in positive partnerships and joint cooperation for law enforcement and security services needed at the Stadium. The most recent agreements with participating cities, entered into on May 8, 2012, have come to the end of the term. The need exists to enter into new agreements with the interested cities/agencies to allow their law enforcement officers to continue participation in the Valley-wide Coalition.

Analysis

If approved, this IGA with the City of El Mirage will be effective immediately and will allow EPD officers to take part in the Valley-wide Coalition. The agreement will remain in effect until June 30, 2018. This agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

Staff is recommending Council adopt the proposed resolution, which authorizes the City Manager to enter

into an IGA with the City of El Mirage to allow EPD officers to participate in law enforcement and security services at the Stadium.

Previous Related Council Action

On June 23, 2015, Council authorized the City Manager to enter into IGAs with thirteen cities allowing each city's law enforcement agency to participate in the valley-wide coalition for public safety services and security for events at the Stadium.

On April 8, 2014, Council authorized the City Manager to enter into an agreement with Global Spectrum, L.P. for police services at the Stadium.

On May 8, 2012, Council authorized the City Manager to enter into IGAs with sixteen cities allowing each city's law enforcement agency to participate in the Valley-wide Coalition for public safety services and security for events at the Stadium.

Community Benefit/Public Involvement

This IGA creates another partnership where police officers from different agencies are able to work together to ensure the citizens and visitors to Glendale experience a safe environment while attending events at the Stadium.

Budget and Financial Impacts

There is no cost to the city to enter into this IGA.

RESOLUTION NO. 5005 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 THE CITY OF EL MIRAGE FOR LAW ENFORCEMENT AND SECURITY SERVICES FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

WHEREAS, the City of El Mirage and the City of Glendale wish to enter into an intergovernmental agreement to assist with law enforcement and security services during events at the University of Phoenix Stadium.

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 the intergovernmental agreement between the City of Glendale and the City of El Mirage for law enforcement and security services for events at the University of Phoenix Stadium 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 _____, 2015.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager

iga_pd_el mirage.doc

**INTERGOVERNMENTAL AGREEMENT
BETWEEN
CITY OF GLENDALE AND CITY OF EL MIRAGE**

THIS INTERGOVERNMENTAL AGREEMENT (this "Agreement") is entered into pursuant to Arizona Revised Statutes ("A.R.S.") § 11-952 by the City of Glendale ("Glendale") and the City of El Mirage ("El Mirage"), collectively known herein as the "parties".

RECITALS

- A. The University of Phoenix Stadium in Glendale (the "Stadium") is located within Glendale's corporate limits and Glendale has jurisdictional authority over and public safety interests in the operation of the Stadium; and
- B. Global Spectrum Enterprises, L.L.C., an Arizona limited liability company ("Global Spectrum") is managing the Stadium on behalf of the Arizona Sports and Tourism Authority; and
- C. Global Spectrum has the need for qualified personnel to provide law enforcement security services at the Stadium; and
- D. The parties desire to participate in providing law enforcement security services to Global Spectrum for the Stadium by making available El Mirage Police Department ("EMPD") and Glendale Police Department ("GPD") officers in accordance with the terms set forth herein.
- E. The parties desire to enter into this Agreement to cooperatively provide the necessary law enforcement and security services while acknowledging Glendale's primary responsibility for law enforcement at the Stadium.

AGREEMENT

Therefore, in consideration of the foregoing recitals, the covenants, promises, terms and conditions set forth herein, and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the parties hereby agree as follows:

- 1. **Purpose and Intent.** The purpose of this Agreement is to provide the means through which the parties intend to provide professional law enforcement and security services to Global Spectrum by maximizing cooperation, by integrating the EMPD and GPD assets, and by addressing issues including, command, control, personnel, planning, and training.
- 2. **Supervision and Staffing.**
 - 2.1 El Mirage acknowledges that command and control for all events worked for Global Spectrum pursuant to this Agreement (individually "Event" and collectively "Events") shall be the duty and responsibility of GPD.
 - 2.2 In carrying out this responsibility, GPD will in good faith assign officers to work Events in accordance with the procedures adopted in consultation with the Chiefs of Police for all of the member agencies providing officers to Events.
 - 2.3 El Mirage agrees and understands that entities other than Glendale and the GPD have input into the decisions regarding whether, and to what extent, law enforcement will provide

service for Events; however, Glendale will provide information regarding staffing decisions to El Mirage as soon as it becomes available.

3. Assigned Personnel

- 3.1 El Mirage shall have the discretion to determine which and how many of its officers will be allowed to apply for assignments at Events and how many officers will be assigned to the Events (hereinafter referred to as "Assigned Officers").
 - a. All Assigned Officers will be required to enter into temporary employment contracts with Glendale.
 - b. The contract will outline the mutual responsibilities of the Assigned Officer and Glendale and will specify that the Assigned Officers are "at will" temporary employees of Glendale and that either party can terminate the contract, with or without cause at any time and without notice.
 - c. If possible, Glendale will consult with El Mirage prior to terminating any Assigned Officer.
- 3.2 While working an Event, the Assigned Officers must wear uniforms approved by EMPD, and the Assigned Officers may carry other equipment authorized by EMPD.
- 3.3 When working an Event, GPD will make available to Assigned Officers forms and other supplies that are necessary to work the Event.
- 3.4 Upon termination of this Agreement and conclusion of any assignments, all personal property, assets, equipment, and supplies used by the parties and Assigned Officers in performance of their responsibilities shall remain with or be returned to the owner of such property.
- 3.5 Any inconsistency between GPD and EMPD rules or regulations and all operational disputes will immediately be brought to the attention of the Glendale Police Chief and will be fully and finally addressed and resolved by the Glendale Police Chief in accordance with his or her determination of the best practices under the circumstances. The Glendale Police Chief may delegate this responsibility to a specific command officer.

4. Compensation, Insurance and Reporting

- 4.1 The parties agree that during Events the Assigned Officers shall be temporary employees of Glendale for compensation purposes and not independent contractors; provided however, that each such Assigned Officer will at all times also be deemed an employee of EMPD and nothing in this Agreement is intended to contradict or otherwise modify the provisions of A.R.S. § 23-1022 (D).
- 4.2 Each Assigned Officer who works an Event will be paid the negotiated hourly rate, less the \$5.00 per hour administrative fee that is paid by Global Spectrum directly to Glendale and applied to the cost of providing liability coverage as set forth below.
 - a. Assigned Officers' compensation shall be subject to all applicable federal and state taxes, which shall be deducted prior to payment, and which shall be evidenced by a W-2 statement issued by Glendale to each Assigned Officer.

- b. Each officer's home agency (primary employer) shall provide the workers' compensation coverage in such amounts and under the same terms and conditions as other sworn, full-time employees for all Assigned Officers.
 - c. Except for liability coverage, Assigned Officers are not entitled to any other employee benefits or compensation from Glendale.
- 4.3 Glendale shall make available to the EMPD information about the hours worked by Assigned Officers not later than seven days following each Event to enable EMPD to properly monitor and regulate the hours worked by all of their Assigned Officers.
- 4.4 Each party affirms that it has complied with the provisions of A.R.S. § 23-1022 (E) with respect to activities addressed by the Agreement.

5. Indemnification

- 5.1 To the extent permitted by law, Glendale shall indemnify, defend, save and hold harmless El Mirage, its departments, agencies, boards, commissions, officers, officials, agents, and employees (hereinafter referred to as "Indemnatee") for, 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 acts or willful misconduct of the Assigned Officers.
- 5.2 Glendale's indemnity includes any Claim or amount due arising out of the failure of such Indemnatee to conform to any federal, state or local law, statute, ordinance, rule, regulation or court decree.
- 5.3 It is agreed that Glendale will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable and in consideration of the covenants and promises set forth in this Agreement, Glendale agrees to waive all rights of subrogation against El Mirage, its officers, officials, agents and employees for losses arising from the work performed by El Mirage's Assigned Officers under this Agreement.

6. Media Releases and Relations

- 6.1 Any release of information to the media, other than a public records release, regarding an Event or any activities under this Agreement will be coordinated by Glendale in cooperation with El Mirage but, except as provided below, no unilateral media releases will be distributed by El Mirage without the prior approval of Glendale.
- 6.2 A copy of all public record and media releases regarding an Event or any activities under this Agreement shall be forwarded to Glendale prior to release; provided however, if an incident is primarily focused upon or concerned with the actions of EMPD's Assigned Officer, EMPD will be responsible for the release of information to the media relative to the incident.
- 6.3 The parties will not reveal any investigative information or operational procedures except as required by law.

7. Arizona POST certification

- 7.1 Relative to its Assigned Officers, El Mirage agrees that it will be responsible to the Arizona Peace Officer's Standards and Training Board ("POST") for complying with all requirements mandated by Arizona Administrative Code Regulation R13-4-101 *et seq.*; including but not limited to, El Mirage's responsibilities to POST for the hiring, fitness for duty, record-keeping, training, and testing requirements imposed upon law enforcement agencies employing police officers in Arizona.
- 7.2 Glendale and El Mirage agree to cooperate to ensure any issues that arise relative to POST certification are resolved in a reasonable and efficient manner.

8. Execution, Duration and Renewal

- 8.1 This Agreement will be effective as to El Mirage immediately upon the approval and execution by Glendale and El Mirage and shall remain in full force and effect until June 30, 2018.
- 8.2 This Agreement may be executed in counterparts.
- 8.3 This Agreement may be renewed for successive additional three (3) year periods upon mutual consent of the parties.

9. General Provisions

- 9.1 Entire Agreement. This Agreement embodies the entire understanding of the parties and supersedes any other agreement or understanding between the parties relating to the subject matter of this Agreement.
- 9.2 Severability. The provisions of this Agreement are severable to the extent that any provision or application held to be invalid by a court of competent jurisdiction shall not affect any other provision or application of the Agreement which may remain in effect without the invalid provision or application.
- 9.3 Governing Law. This Agreement shall be governed by and construed in accordance with the laws of the State of Arizona.
- 9.4 Conflict of Interest. This Agreement may be canceled by any of the parties pursuant to the provisions of A.R.S. § 38-511.
- 9.5 Termination. El Mirage may, at any time, terminate this Agreement by giving Glendale not less than sixty (60) days prior written notice. Glendale may at any time terminate this Agreement by giving El Mirage not less than sixty (60) days prior written notice.
- 9.6 Dispute Resolution. In the event of any dispute regarding the terms or the interpretation of this Agreement the parties command staff will consult with each other in an effort to settle the dispute, in good faith. If the parties are unable to settle the dispute, either party may terminate this agreement.
- 9.7 Waiver. The waiver of any breach of this Agreement shall not be deemed to amend this Agreement and shall not constitute a waiver of any other subsequent breach.

- 9.8 Headings. Headings of this Agreement are for convenience only and shall not affect the interpretation of this Agreement.
- 9.9 Recordation of Agreement. This Agreement shall be filed with the Maricopa County Recorder pursuant to A.R.S. § 11-952(G) upon its execution.
- 9.10 Further Acts. Each party shall execute and deliver all such documents and perform all such acts as reasonably necessary, from time to time, to carry out the matters contemplated by this Agreement.
- 9.11 Nondiscrimination. No party shall illegally discriminate in either the provision of services, or in employment, against any person because of sex, race, disability, national origin, veteran's status, sexual preference or religion. Each party agrees to comply with all applicable federal and state laws, rules, regulations, and executive orders relating to non-discrimination, affirmative action and equal employment opportunity.

10. E-Verify

- 10.1 The parties acknowledge that immigration laws require them to register and participate with the E-Verify program (employment verification program administered by the United States Department of Homeland Security and the Social Security Administration or any successor program) as they both employ one or more employees in this state.
- 10.2 The parties warrant that they have registered with and participate with E-Verify.
- 10.3 If either party later determines that the other non-compliant party has not complied with E-Verify, it will notify the non-compliant party by certified mail of the determination and of the right to appeal the determination. **The parties retain the legal right to inspect the papers of any employee who works pursuant to this agreement or any related subcontract to ensure compliance with the warranty given above.** Either party may conduct a random verification of the employment records of the other party to ensure compliance with this warranty.
- 10.4 Failure to comply shall be deemed a material breach of the Agreement that is subject to penalties up to and including termination of the Agreement.

11. Non-Discrimination

The parties must not discriminate against any employee or applicant for employment on the basis race, color, religion, sex, national origin, age, marital status, sexual orientation, gender identity or expression, genetic characteristics, familial status, U.S. military veteran status or any disability.

[signatures appear on the following pages]

CITY OF GLENDALE

City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of _____ is in proper form and is within the powers and authority of the City of Glendale granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

Michael Bailey, City Attorney

CITY OF EL MIRAGE

BY: [Signature]
NAME: Spencer A. Ison
TITLE: City Manager
DATE: 6/1/15

ATTEST:

[Signature]
EL MIRAGE CITY CLERK

CERTIFICATION BY LEGAL COUNSEL

The foregoing Intergovernmental Agreement between City of Glendale and the City of El Mirage is in proper form and is within the powers and authority of the City of El Mirage granted under the laws of the State of Arizona.

APPROVED AS TO FORM AND AUTHORITY:

[Signature]
EL MIRAGE CITY ATTORNEY



Legislation Description

File #: 15-508, Version: 1

**AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES
DEPARTMENT OF JUSTICE**

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an equitable sharing agreement and certification with the United States Department of Justice (USDOJ) for continued participation in the federal Equitable Sharing Program.

Background

The USDOJ allows the use of federally forfeited cash, property, proceeds, and any interest earned thereon (assets) from criminal enterprises, also known as Racketeering Influenced Corrupt Organizations (RICO), in approved law enforcement operations. The assets are not forfeited unless authorized through the courts after due process. The assets are then equitably shared with participating law enforcement agencies.

Participation in this agreement allows the Glendale Police Department (GPD) to receive a portion of the RICO assets seized on criminal cases worked in conjunction with federal agencies. As part of the agreement, GPD is required to complete the Annual Certification Report. The city has been entering into this annual agreement for over 20 years.

Analysis

This agreement promotes close cooperation between GPD and federal justice and treasury agencies such as the Federal Bureau of Investigation, Drug Enforcement Administration, Bureau of Alcohol, Tobacco, Firearms and Explosives, Internal Revenue Service, and Immigration and Customs Enforcement, while collecting a portion of the assets seized in federal investigations based on GPD's participation in the overall investigation. Staff is recommending that Council adopt the proposed resolution, which authorizes the City Manager to enter into an equitable sharing agreement and certification with the USDOJ.

Previous Related Council Action

On September 23, 2014, Council authorized the City Manager to enter into an agreement with the USDOJ for the equitable sharing of RICO assets.

Community Benefit/Public Involvement

Participation in the Equitable Sharing Program provides GPD with additional funding to continue operations

and investigations to suppress criminal activity in the city.

Budget and Financial Impacts

There is no cost to the city to enter into this agreement.

RESOLUTION NO. 5006 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE CONCERNING SHARED ASSETS INVOLVING THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That it deemed in the best interest of the City of Glendale and the citizens thereof that an Equitable Sharing Agreement and Certification (AZ0071300) with the United States Department of Justice concerning shared assets involving the Glendale Police Department be entered into, which agreement is 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 said agreement and certification on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager



Equitable Sharing Agreement and Certification



OMB Number 1123-0011
Expires January 31, 2018

- Police Department
 Sheriff's Office
 Task Force (Complete Table A)
 Prosecutor's Office
 National Guard Counterdrug Unit
 Other

* Please fill each required field. Hover mouse over any fillable field for pop-up instructions.*

Agency Name: Glendale Police Department - Glendale, AZ

NCIC/ORI/Tracking Number:

A	Z	0	0	7	1	3	0	0
---	---	---	---	---	---	---	---	---

Mailing Address: 6835 N. 57th Drive

City: Glendale

State: AZ

Zip: 85301

Finance Contact: First: Paula

Last: Coombs

Phone: 623 930 3049

Email: pcoombs@glendaleaz.com

Preparer: First: Paula

Last: Coombs



Same as Finance Contact

Phone: 623 930 3049

Email: pcoombs@glendaleaz.com

Last FY End Date: 06/30/2015

Agency Current FY Budget: _____

- New Participant:** Read Equitable Sharing Agreement and sign Affidavit
 Existing Participant: Complete Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit
 Amended Form: Revise Annual Certification Report, read Equitable Sharing Agreement, and electronically sign Affidavit

Annual Certification Report

Summary of Equitable Sharing Activity		Justice Funds ¹	Treasury Funds ²
1	Beginning Equitable Sharing Funds Balance (Must match Ending Balance from prior FY)	\$284,059.15	
2	Equitable Sharing Funds Received	\$8,688.78	
3	Equitable Sharing Funds Received from Other Law Enforcement Agencies and Task Forces (Complete Table B)		
4	Other Income		
5	Interest Income <input type="radio"/> Non-Interest Bearing <input checked="" type="radio"/> Interest Bearing	\$1,054.78	
6	Total Equitable Sharing Funds (total of lines 1 - 5)	\$293,802.71	
7	Equitable Sharing Funds Spent (total of lines a - n below)	\$17,292.26	
8	Ending Equitable Sharing Funds Balance (difference between line 7 and line 6)	\$276,510.45	

¹ Department of Justice Asset Forfeiture Program participants are: FBI, DEA, ATF, USFIS, USDA, DCIS, DSS, and FDA.

² Department of the Treasury Asset Forfeiture Program participants are: IRS, ICE, CBP, AND USSS.

Summary of Shared Funds Spent		Justice Funds	Treasury Funds
a	Law enforcement operations and investigations		
b	Training and education		
c	Law enforcement, public safety, and detention facilities		
d	Law enforcement equipment		
e	Joint law enforcement/public safety operations		
f	Contracting for services		
g	Law enforcement travel and per diem		
h	Law enforcement awards and memorials		
i	Drug, gang, and other education or awareness programs		
j	Matching grants (Complete Table C)		
k	Transfers to other participating law enforcement agencies (Complete Table D)		
l	Support of community-based programs (Complete Table E)		
m	Non-categorized expenditures (Complete Table F)	\$17,292.26	
n	Salaries (Complete Table G)		
		Total:	\$17,292.26

Please fill out the following tables, if applicable.

Table A: Members of Task Force

Agency Name	NCIC/ORI/Tracking Number

Table B: Equitable Sharing Funds Received from other Agencies

Transferring Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>		
NCIC/ORI/Tracking Number: <input type="text"/>		

Table C: Matching Grants

Matching Grant Name	Justice Funds	Treasury Funds
<input type="text"/>		

Table D: Transfers to Other Participating Law Enforcement Agencies

Receiving Agency Name, City, and State	Justice Funds	Treasury Funds
Agency Name: <input type="text"/>	<input type="text"/>	<input type="text"/>
NCIC/ORI/Tracking Number: <input type="text"/>		

Table E: Support of Community-based Programs

Recipient	Justice Funds	Treasury Funds
<input type="text"/>	<input type="text"/>	<input type="text"/>

Table F: Expenditures not Categorized in (a) - (n) Above

Description	Justice Funds	Treasury Funds
New K9, supplies for department K9's.	\$17,292.26	<input type="text"/>

Table G: Salaries

Salary Type	Justice Funds	Treasury Funds
<input type="radio"/> Overtime <input type="radio"/> Match for Federal Salary Grant <input type="radio"/> DARE/SRO Officer <input type="radio"/> Federal Task Force Replacement Officer	<input type="text"/>	<input type="text"/>

Table H: Civil Rights Cases

Name of Case	Type of Discrimination Alleged			
<input type="text"/>	<input type="checkbox"/> Race	<input type="checkbox"/> Color	<input type="checkbox"/> National Origin	<input type="checkbox"/> Gender
	<input type="checkbox"/> Disability	<input type="checkbox"/> Age	<input type="checkbox"/> Other _____	

Paperwork Reduction Act Notice

Under the Paperwork Reduction Act, a person is not required to respond to a collection of information unless it displays a valid OMB control number. We try to create accurate and easily understood forms that impose the least possible burden on you to complete. The estimated average time to complete this form is 30 minutes. If you have comments regarding the accuracy of this estimate, or suggestions for making this form simpler, please write to the Asset Forfeiture and Money Laundering Section:
 1400 New York Avenue, N.W., Washington, DC 20005.

Equitable Sharing Agreement

This Federal Equitable Sharing Agreement, entered into among (1) the Federal Government, (2) the above-stated law enforcement agency ("Agency"), and (3) the governing body, sets forth the requirements for participation in the federal Equitable Sharing Program and the restrictions upon the use of federally forfeited cash, property, proceeds, and any interest earned thereon, which are equitably shared with participating law enforcement agencies.

By submission of this form, the Agency agrees that it will be bound by the statutes and guidelines that regulate shared assets and the following requirements for participation in the Department of Justice and Department of the Treasury Equitable Sharing Programs. Receipt of the signed Equitable Sharing Agreement and Certification (this "Document") is a prerequisite to receiving any equitably shared cash, property, or proceeds.

1. Submission. This Document must be submitted to aca.submit@usdoj.gov within 60 days of the end of the Agency's fiscal year. This Document must be submitted and signed electronically. This will constitute submission to the Department of Justice and the Department of the Treasury.

2. Signatories. This agreement must be electronically signed by the head of the Agency and the head of the governing body. Examples of Agency heads include police chief, sheriff, director, commissioner, superintendent, administrator, chairperson, secretary, city attorney, county attorney, district attorney, prosecuting attorney, state attorney, commonwealth attorney, and attorney general. The governing body's head is the head of the agency that appropriates funding to the Agency. Examples of governing body heads include city manager, mayor, city council chairperson, county executive, county council chairperson, director, secretary, administrator, commissioner, and governor. The governing body head cannot be from the law enforcement agency and must be from a separate entity.

3. Uses. Any shared asset shall be used for law enforcement purposes in accordance with the statutes and guidelines that govern the Department of Justice and the Department of the Treasury Equitable Sharing Programs as set forth in the current edition of the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies (Guide)*.

4. Transfers. Before the Agency transfers funds to other state or local law enforcement agencies, it must first verify with the Department of Justice that the receiving agency is a current and compliant Equitable Sharing Program participant. Transfers of tangible property are not permitted.

5. Internal Controls. The Agency agrees to account separately for federal equitable sharing funds received from the Department of Justice and the Department of the Treasury. Funds from state and local forfeitures, joint law enforcement operations funds, and other sources must not be commingled with federal equitable sharing funds.

The Agency agrees that such accounting will be subject to the standard accounting requirements and practices employed by the Agency's jurisdiction as supplemented by requirements set forth in the current edition of the *Guide*, including the requirement to maintain relevant documents and records for five years.

The misuse or misapplication of shared resources or supplantation of existing resources with shared assets is prohibited. The Agency must follow its jurisdiction's procurement policies when expending shared funds. Failure to comply with any provision of this agreement shall subject the recipient agency to the sanctions stipulated in the current edition of the *Guide*.

6. Audit Report. Audits will be conducted as provided by the Single Audit Act Amendments of 1996 and OMB Circular A-133. The Department of Justice and the Department of the Treasury reserve the right to conduct periodic random audits or reviews.

7. Freedom of Information Act. Information provided in this Document is subject to the FOIA requirements of the Department of Justice and the Department of the Treasury.

Affidavit

Under penalty of perjury, the undersigned officials certify that **they have read and understand their obligations under the Equitable Sharing Agreement** and that the information submitted in conjunction with this Document is an accurate accounting of funds received and spent by the Agency under the *Guide* during the reporting period and that the recipient Agency is compliant with the National Code of Professional Conduct for Asset Forfeiture.

The undersigned certify that the recipient Agency is compliant with the applicable nondiscrimination requirements of the following laws and their implementing regulations: Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d *et seq.*), Title IX of the Education Amendments of 1972 (20 U.S.C. § 1681 *et seq.*), Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. § 794), and the Age Discrimination Act of 1975 (42 U.S.C. § 6101 *et seq.*), which prohibit discrimination on the basis of race, color, national origin, disability, or age in any federally assisted program or activity, or on the basis of sex in any federally assisted education program or activity. The Agency agrees that it will comply with all federal statutes and regulations permitting federal investigators access to records and any other sources of information as may be necessary to determine compliance with civil rights and other applicable statutes and regulations.

During the past fiscal year: (1) has any court or administrative agency issued any finding, judgment, or determination that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above; or (2) has the Agency entered into any settlement agreement with respect to any complaint filed with a court or administrative agency alleging that the Agency discriminated against any person or group in violation of any of the federal civil rights statutes listed above? Yes No

If you answered yes to the above question, complete Table H

Agency Head Electronic Signature

Name: Debora Black

Title: Chief of Police

Email: dblack@glendaleaz.com

Governing Body Head Electronic Signature

Name: Dick Bowers

Title: Acting City Manager

Email: dbowers@glendaleaz.com

To the best of my knowledge and belief, the information provided on this form is true and accurate and has been duly reviewed and authorized by the Law Enforcement Agency Head and the Governing Body Head whose names appear above. Their typed names indicate their acceptance of and their agreement to abide by the policies and procedures set forth in the *Guide to Equitable Sharing for State and Local Law Enforcement Agencies*, this Equitable Sharing Agreement, and any policies or procedures issued by the Department of Justice or the Department of the Treasury related to the Asset Forfeiture or Equitable Sharing Programs.

I certify that I am authorized to submit this form on behalf of the Agency Head and the Governing Body Head.

Final Instructions:

Step 1: Click to save for your records

Step 2: Click to save in XML format

Step 3: Email the XML file to aca.submit@usdoj.gov



Legislation Description

File #: 15-511, Version: 1

AUTHORIZATION TO ENTER INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION FOR COMMUNITY ACTION PROGRAM FUNDING

Staff Contact: Erik Strunk, Director, Community Services

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the Acting City Manager to enter into an agreement with the Arizona Community Action Association (ACAA) to accept \$59,941 in Community Action Program (CAP) funding.

Background

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

Currently, CAP is being operated through an agreement with the State of Arizona Department of Economic Security (DES). This has been in effect since July 1, 2010 when the State of Arizona designated the City of Glendale, as an official Community Action Agency, enabling the city to contract for funds from other statewide organizations working to provide direct assistance to low and moderate-income residents. Under this agreement, DES provides approximately \$1 million each year for the provision of CAP services while the City provides a general fund "match" of \$8,569 and various in-kind contributions such as office space, related utilities and custodial services.

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

Analysis

On average, the City of Glendale CAP provides direct assistance to approximately 4,017 persons each year. The individuals are all in the "low" to "extremely low" income category and typically use CAP services at their most urgent moment of need (i.e. - food, shelter, medical emergency). Of those assisted, approximately 46 % are under 18 years of age, 33% are disabled or have a medical condition, and 13% are 65 years of age or older. If not for the assistance of the CAP, many of these individuals would be vulnerable to becoming homeless and/or have no opportunity to receive local assistance.

If approved by Council, this “Independent Contractor Agreement” with the ACAA will provide additional program funding in the amount of \$59,941 for the CAP in FY 15-16. These additional funds will allow staff to assist approximately 200 more Glendale residents with direct utility assistance. This is significant in that many of the individuals seeking such assistance must make the often difficult choice of whether to use their limited resources on sustenance or basic shelter. The additional utility assistance funds will provide immediate relief to those who are striving to become self-sufficient. The acceptance of this agreement will apply to the July 1, 2015 - June 30, 2016 period.

Previous Related Council Action

On August 12, 2014, City Council approved entering into an agreement between the city and the Arizona Community Action Association for FY2014-15 funding for CAP operations. Previous to FY14-15, ACAA funding was accepted and approved administratively.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

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

Cost	Fund-Department-Account
\$59,941	Fund 1820, Departments 32069, 32070, 32071, 32072, 32073, 32074 various expenditure accounts

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 5007 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND ENTERING INTO AN INDEPENDENT CONTRACTOR AGREEMENT WITH ARIZONA COMMUNITY ACTION ASSOCIATION TO RECEIVE FUNDING FOR FY 2015-16 UTILITY ASSISTANCE PROGRAMS.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that an Independent Contractor Agreement with Arizona Community Action Association to receive funding for FY 2015-16 Utility Assistance Programs for the purpose of providing weatherization services, utility repair and replacement, utility deposits and bill assistance 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 agreement on behalf of the City of Glendale.

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

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

Acting City Manager



INDEPENDENT CONTRACTOR AGREEMENT

2015-16 Utility Assistance Programs

Contract No. 07012015-16

This INDEPENDENT CONTRACTOR AGREEMENT (this "Agreement") is entered into as of the Effective Date set forth below by and between **City of Glendale, an Arizona municipal corporation, through its Community Action Program** (hereinafter "City") and The Arizona Community Action Association, Inc., an Arizona non-profit corporation (hereinafter "ACAA").

RECITALS:

A. ACAA is a non-profit organization that, as part of its mission to promote economic self-sufficiency for low-income Arizonans, administers energy program funding to provide weatherization services, utility repair and replacement, utility deposits and bill assistance.

B. ACAA is receiving or expects to receive during the term of this Agreement funding from the fund sources listed in Section 1 (the "Fund Sources") pursuant to Program Documents (as defined in Section 4).

C. ACAA desires to subcontract with City to obtain assistance with fulfilling ACAA's obligations under the Program Documents and City desires to receive the funding described herein and use it to provide services in accordance with the Program Documents and this Agreement. **The total amount of the Agreement is \$59,941.00.**

THEREFORE, in consideration of the terms and conditions set forth in this Agreement and intending to be bound, ACAA and City hereby agree as follows:

1. Services and Programs.

1.1 Services. City agrees, under the terms and conditions of this Agreement, to perform the following services for the programs listed in Section 1.2: (i) conduct application intake services, (ii) make eligibility determinations, and (iii) where applicable, conduct weatherization work, utility deposits, repair and replacement work, and (iv) bill assistance. City shall perform the foregoing services during the term set forth in Section 2. ACAA will not exercise control over the specific methods used by City or the specific manner in which City performs services under this Agreement, but City shall follow ACAA's instructions as to the result to be achieved. City will receive ACAA's instructions through an employee of ACAA who is appointed to manage the program ("Program Manager"). City may also receive instructions from an ACAA employee designated to serve as a liaison between ACAA and City ("Monitor").

1.2 Fund Sources. For purposes of this Agreement, the programs, Fund Sources and amount of funding to be allocated to City will be as set forth in the following summary:

Advocating, Educating and Partnering to Prevent and Alleviate Poverty.

2700 N. 3rd Street Suite 3040 Phoenix, Arizona 85004 TEL 602 604 0640 FAX 602 604 0644 WEB www.azcaa.org

Fund Source(s)	Direct Service Amount (A)	Program Delivery (B)	Total Allocation (A+B)	Allowable Activities	Additional Information No credits can be given to accounts.
Utility Repair Replacement Deposit (URRD)	\$20,688.96	\$1,799.04	\$22,488.00	Utility/Appliance Repair or Replacement Utility Deposit	Refer to Exhibit A: Utility Repair Replacement Deposit Policy Manual SFY 2016 Refer to Exhibit B: Instructions for Verifying Citizenship and Non-Citizen Legal Permanent Resident (LPR) ***** City makes guarantees and payments to utility companies and repair/replacement vendors. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Southwest Gas (SWG) Low Income Bill Assistance Program	\$5,000.00	\$0	\$5,000.00	Utility assistance for SWG customers	Refer to Exhibit C: SWG Bill Low Income Bill Assistance Guidelines. No more than twenty-five percent (25%) of total allocation can be used for deposits. Of City's total allocation, \$1,250.00 can be used for deposits. ***** City makes guarantees and payments to SWG. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Home Energy Assistance Fund (HEAF)	\$6,725.70	\$747.30	\$7,473.00	Utility assistance and deposits	Refer to Exhibit D: ACAA Home Energy Assistance Fund SFY-2016 Policy Manual ***** City makes guarantees and payments to utility companies. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Arizona Public Service (APS) Crisis Bill Assistance Program	\$13,500.00	\$1,500.00	\$15,000.00	Utility assistance for APS customers	Refer to Exhibit E: APS Crisis Bill Assistance Program Summary ***** City makes guarantees and payments to APS. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Salt River Project (SRP) Bill Assistance Program	\$8,982.00	\$998.00	\$9,980.00	Utility assistance and deposits for SRP customers only (including M-Power customers)	Refer to Exhibit F: SRP Bill Assistance Program Summary Refer to Exhibit G: Federal Poverty Guidelines Refer to Exhibit H: Arizona Dept. of Econ. Security Division of Aging and Adult Services – Community Services Low Income Home Energy Assistance Program Monthly 60% State Median Income (applies to SRP Bill Assistance Program only). ***** City makes guarantees and payments to utility company. Service costs and program delivery costs are then reimbursed based on activity reports and invoices.
Total:	\$54,896.66	\$5,044.34	\$59,941.00		

The summary above of certain provisions of the Program Documents is provided for City's convenience and is not intended to be an exhaustive description of all material terms of the Program Documents. City is advised to carefully review the Program Documents in their entirety. In the event of any conflict between this summary and the Program Documents, the terms of the Program Documents will control.

1.3 Training. City will participate in any training provided by ACAA on dates and times selected by ACAA.

1.4 Program Modification. ACAA and the Fund Sources reserve the right to modify program eligibility guidelines and Program Documents. City agrees to implement and comply with any and all modifications immediately after receipt of written notice of such modifications.

2. Term and Termination.

2.1 Term. Unless sooner terminated pursuant to Section 2.2, the term of this Agreement will be for one year beginning on the later of full execution of this Agreement on **July 1, 2015** (the "Effective Date") and ending on **June 30, 2016**.

2.2 Termination. Either ACAA or City may terminate this Agreement at any time, for any or no reason, by giving thirty (30) days written notice to the other party of its election to terminate. If a Fund Source terminates a program or otherwise discontinues funding to ACAA, then this Agreement will automatically terminate as to any services to be provided for that Fund Source.

2.3 Effect of Termination; Survival. Upon termination, City's obligation to perform further services for ACAA shall terminate and ACAA's obligation to provide funding to City for such services shall terminate, but the remainder of this Agreement shall continue in full force and effect.

3. Funding; Expenses; Nature of Relationship.

3.1 Funding; Payments to City. Not later than the 15th day of each month, City will submit an invoice to ACAA for all services City performed during the prior month as required by Section 4. ACAA will endeavor to review City's invoices and give notice to City of any disallowed items within ten (10) business days after ACAA receives the invoice. ACAA will submit all approved portions of City's invoice to the applicable Fund Sources. City acknowledges and agrees that all invoices are subject to approval by the Fund Sources and ACAA's approval does not bind any Fund Source or constitute a guarantee by ACAA of payment to City.

3.2 Request for Additional Funds. City may submit in writing a request for additional funds to ACAA no earlier than November 30 of the current contract year. Requests for additional funds will be submitted to the Home Energy Assistance Fund Advisory Board of Directors on the next available agenda. Approval of request(s) will be based on: a) the availability of funds; b) agency is at an expenditure rate to ensure any additional funds will be expended; c) request is not being used to cover over-expenditures. All approved requests will be submitted to the ACAA Board of Directors on the next available agenda for final review and approval.

3.3 Reimbursement of Expenses. ACAA may provide certain materials and supplies to City for use in performing services under this Agreement. Except for such materials and supplies, and except to the extent the Program Documents permit reimbursement of expenses from the Fund Sources, City shall be responsible for expenses that it incurs in performing services under this Agreement, and shall not be entitled to reimbursement from ACAA.

3.4 Expenditures. ACAA reserves the right to terminate, reduce, or reallocate funds to another Contractor within the service territory, if City's expenditure rate, is not at a percentage to ensure one hundred percent expenditure of funds within the contract period. ACAA will conduct a review of agency expenditures on a quarterly basis, and will notify the City of any concerns. It is the responsibility of the City to monitor all contract expenditures and to ensure no over expenditures occur. If an over expenditure occurs, the City is responsible for absorbing and/or returning the amount of the payment.

3.5 Advance Payments. City may request a one-time advance in accordance with the established One-Time Advance Payment Policy approved by the Home Energy Assistance Advisory Board of Directors and the ACAA Board of Directors. City may request the Advance Request Form through ACAA, if needed.

3.6 Nature of Relationship. As between ACAA and City, ACAA shall have the same rights as the Funding Sources have under the applicable Program Documents. City shall have only those rights expressly provided to City under this Agreement. The relationship between ACAA and City shall be that of independent contractors for purposes including tax law purposes and employment law purposes and not that of employer-employee, partners, joint venturers, or otherwise. City acknowledges and agrees that City shall have no right or opportunity to participate in any employee benefits plans, compensation plans, or other benefits that ACAA may offer to its employees, and that City will not be treated as an employee for purposes of workers compensation laws, employment laws, or tax laws, including without limitation federal and state income tax laws, social security tax laws and unemployment contribution laws. City agrees to comply with all laws applicable to independent cities including, but not limited to, professional and tax licensing requirements and reporting and payment of applicable federal, state and local taxes, including without limitation income taxes and self-employment taxes.

3.7 Indemnification. City agrees to indemnify, defend and hold ACAA and its directors, officers, employees and agents harmless for, from and against any tax or other liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands resulting from or arising out of a breach of this Agreement by City or City's employees or agents, or resulting from or arising out of rendering services under this Agreement by City or City's employees or agents or to the extent caused by the negligence or intentional misconduct of City or City's employees or agents. ACAA agrees to indemnify, defend and hold City and its directors, officers, employees and agents harmless for, from and against any liabilities, losses, costs, expenses (including attorneys' fees and court costs), penalties, claims, demands to the extent caused by the negligence or intentional misconduct of ACAA or ACAA's employees or agents.

3.8 Insurance.

3.8.1 City and any subcontractors shall procure and maintain, until all of their obligations have been satisfied, insurance against claims for injury to persons or damage to property which may arise from or in connection with the performance of the services hereunder by City or City's agents, representatives, employees or subcontractors. City shall also procure and maintain all additional insurance coverage required by the Program Documents.

3.8.2 The insurance requirements herein are minimum requirements for this Agreement and in no way limit City's indemnity obligations contained in this Agreement. ACAA makes no representation or warranty that the minimum limits contained herein are sufficient to protect City from liabilities that might arise out of the performance of the work under this contract by City, its agents, representatives, employees or subcontractors, and City is free to purchase additional insurance.

3.8.3 City shall provide coverage with limits of liability not less than those stated below.

1. *Commercial General Liability – Occurrence Form*

General Aggregate: The policy will have a combined single limit of \$2,000,000 for each occurrence for bodily injury and property damage. The policy shall include bodily injury, property damage, personal injury and broad form contractual liability.

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

3.8.8 City's certificates shall include all subcontractors as insureds under its policies or City shall furnish to ACAA separate certificates and endorsements for each subcontractor. All coverages for subcontractors shall be subject to the minimum requirements identified above.

3.8.9 In the event a contractor is a public entity, then the insurance requirements shall not apply. Such public entity shall provide a Certificate of Self-Insurance.

4. Compliance with Terms of Funding. City acknowledges that City's services will be part of the programs funded by the Funding Sources listed in Section 1 pursuant to the Program Documents. City agrees it will be bound by and will comply with all terms and conditions of the Program Documents, including without limitation all indemnification and insurance obligations. The "Program Documents" consist of the documents attached hereto as *Exhibits A through H* and any written policies and procedures that ACAA may send to City from time to time, all of which are incorporated herein by this reference. The Program Documents require ACAA to submit certain periodic reports to the Fund Sources. City agrees to cooperate with ACAA in preparing these reports. In addition, City shall submit monthly reports to ACAA on forms prescribed by ACAA and comply with all other reporting obligations under the Program Documents. Such invoices and reports shall be submitted no later than fifteen (15) days after the end of each month.

4.1 Grant Management System Database (GMS). City will ensure, all fund sources will be directly inputted into the GMS Database system, CAP60, or transferred electronically.

5. Confidential Information.

5.1 City's Obligation of Confidentiality. City recognizes that as a result of this Agreement and City's performance of services hereunder City will have access to confidential information ("Confidential Information"). Subject to the requirements of A.R.S. §§ 39-21 *et seq.* and 41-1350, as amended, City will keep the Confidential Information it receives confidential at all times and will not, without the prior written consent of ACAA, disclose Confidential Information to any person other than its legal counsel and other parties authorized by ACAA in writing prior to the disclosure of the Confidential Information (such legal counsel and other authorized parties will hereinafter be collectively referred to herein as the "Representatives") who need to know the Confidential Information. City agrees to inform its Representatives of the confidential nature of the Confidential Information and to obtain their agreement to be bound by the terms of this Section 5 for the benefit of ACAA. City agrees to treat and use Confidential Information in a manner that is consistent with protecting such information. City agrees that it will be responsible for any unauthorized use or disclosure of Confidential Information or other non-compliance with this Agreement by any Representative or other agents, or by any other person who obtains access to Confidential Information from, or due to the fault of, City. Any such non-compliance will constitute a breach of this Agreement by City.

5.2 Definition of Confidential Information. Confidential Information includes without limitation any information in whatever form, whether documents, computer disks, computer drives, computer chips, audio tapes or video tapes, that are marked with the legend "confidential" or other notice of similar meaning or are otherwise treated as confidential by ACAA. Whether or not indicated to be confidential, the following information shall be deemed to constitute Confidential Information: all data collected from applicants for assistance and program participants including without limitation names, addresses, and any other information of a personal or intimate nature, and all trade secrets, proprietary data, financial information, business information and other proprietary information disclosed by ACAA to City, and further including without limitation any copies, summaries, indexes or abstracts of Confidential Information and any information or materials derived from Confidential Information. In addition to the foregoing, any information that is otherwise protected by law as confidential without regard to this Agreement shall constitute Confidential Information. The term "Confidential Information" as used herein does not include any information which (a) is already known to the

public prior to disclosure to City; (b) is subsequently made known to the public without any violation of this Agreement; or (c) is rightfully received by City from a third party without similar restriction and without breach of this Agreement. Notwithstanding the foregoing, City will not be deemed in violation of this Agreement in the event City discloses Confidential Information in response to a duly issued court order or subpoena if City provides prompt advance notice thereof to ACAA or if City discloses data regarding applicants for assistance and program participants to the extent required by City's reporting obligations under other agreements pursuant to which City receives funding.

6. **Audit and Inspection.** ACAA will have the right to audit and inspect City's work to verify compliance with this Agreement. City agrees to provide ACAA and its Fund Sources with access, upon reasonable advance notice and during normal business hours, to all of City's books and records that relate to this Agreement. City will maintain copies of all books and records that relate to this Agreement for at least 3 years after the expiration of this Agreement.

7. **Notices.** All notices given in connection with this Agreement shall be in writing and sent by: (i) hand delivery (ii) nationally recognized courier, (iii) facsimile, (iv) United States certified mail with return receipt requested, postage paid, or (v) e-mail. All notices shall be deemed given and received when (a) if given by facsimile, upon confirmed transmission during normal business hours (before 5:00 p.m. Arizona time), if confirmed transmission is after normal business hours it will be deemed given and received the next business day, (b) if hand delivered, when delivered (as confirmed by receipt executed by the recipient or delivery confirmation executed by the courier), (c) if given by a nationally recognized courier, on the day the notice is actually delivered (as confirmed by receipt executed by the recipient or delivery confirmation by the courier), (d) if given by certified mail, return receipt requested, postage paid, when actually delivered to the addresses specified herein as evidenced by return receipt or refusal or failure to accept delivery. All notices will be given at the address or by use of the facsimile number or e-mail address specified for a party on the signature page hereof. A party may change its mailing address, e-mail address and/or facsimile number for notice by giving notice to the other parties in accordance with this Section.

8. **Limitation of Liability.** City acknowledges that all funds to be provided pursuant to this Agreement will be provided by the Fund Sources, and City agrees to look solely to funds actually paid by the Fund Sources for City invoices approved by the Fund Sources for all compensation and reimbursement hereunder. ACAA's obligations under this Agreement are subject to the Fund Sources actually providing the funds (either to ACAA or directly to City) pursuant to the Program Documents. ACAA intends to allocate the funds from each Fund Source to multiple contractors. If one or more Fund Sources reduces their funding to ACAA, then ACAA reserves the right to reduce City's funding under this Agreement and to allocate the reduced funding among City and other contractors as determined by ACAA in its sole discretion.

9. **Assignment; Subcontractors.** City may not assign City's rights or obligations under this Agreement without ACAA's prior written consent, which consent ACAA may withhold in its sole discretion. City may not use a subcontractor to perform any of City's obligations under this Agreement without ACAA's prior written consent, which consent ACAA will not unreasonably withhold ACAA's consent to an assignment or subcontractor will not release City from any obligations hereunder.

10. **Choice of Law and Forum.** This Agreement has been entered into in Maricopa County, Arizona and its application and interpretation shall be governed exclusively by its terms and by the laws of the State of Arizona without regard to its choice of law rules. The exclusive and proper venue for any dispute arising out of this Agreement will be the state and federal courts located in Maricopa County Arizona.

11. **Integration; Modification; Waiver.** This Agreement reflects the entire agreement of the parties relating to the subject matter hereof. All recitals and exhibits to this Agreement are incorporated herein by this reference. No provision of this Agreement shall be deemed waived, amended, or modified by any party unless both parties sign a written amendment or the party against whom the waiver is asserted signs a written waiver.

12. **Counterparts; Facsimile.** This Agreement may be executed in counterparts and delivered by facsimile.

13. **Immigration Law Compliance.**

13.1 ACAA, and on behalf of any sub-contractor, 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.

13.2 Any breach of warranty under this Section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.

13.3 City retains the legal right to inspect the papers of the ACAA or their employees who perform work under this Agreement to ensure that the ACAA are compliant with the warranty under this Section.

13.4 City may conduct random inspections, and upon request of the City, ACAA shall provide copies of papers and records demonstrating continued compliance with the warranty under this Section. ACAA 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 purpose of enforcement of this Section.

13.5 ACAA agrees to incorporate into any subcontracts; the same obligations imposed upon itself and expressly accrue those obligations directly to the benefit of the City. ACAA also agrees to require any subcontractor to incorporate into each of its own subcontracts under the Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.

13.6 ACAA's warranty and obligations to the City under this Section are continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this Section is no longer a requirement.

13.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security Administration, or the successor program.

14. **Conflicts.** This Agreement is subject to cancellation for conflicts of interest under the provisions of A.R.S. § 38-511.

[Signature page follows]

IN WITNESS WHEREOF, the undersigned have executed this Agreement, effective as of the Effective Date.

“CITY”

City of Glendale, an Arizona municipal corporation acting through its Community Action Program

Richard A. Bowers, Acting City Manager Date

ATTEST:

Pamela Hanna, City Clerk Date

APPROVED AS TO FORM:

Glendale City Attorney Date

Address:

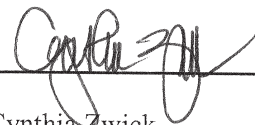
Dick Bowers, Acting City Manager
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

With a copy to:

Glendale City Attorney
CITY OF GLENDALE
5850 West Glendale Avenue
Glendale, Arizona 85301

“ACAA”

The Arizona Community Action Association, Inc., an Arizona non-profit corporation

By:  _____

Name: Cynthia Zwick

Title: Executive Director

Date: June 23 2015

Address:

2700 North 3rd Street, Suite 3040
Phoenix, Arizona 85004
Fax No.: 602-604-0644
E-mail: czwick@azcaa.org



List of Attached Exhibits:

- Exhibit A Utility Repair, Replacement and Deposit Policy Manual SFY 2016
- Exhibit B Instructions for Verifying Citizenship and Non-Citizen
Legal Permanent Resident Status
- Exhibit C Southwest Gas Low Income Bill Assistance Guidelines
- Exhibit D Arizona Community Action Association Home Energy Assistance Fund
SFY-2016 Policy Manual
- Exhibit E Arizona Public Service Crisis Bill Assistance Program Summary
- Exhibit F Salt River Project Bill Assistance Program Summary
- Exhibit G Federal Poverty Income Guidelines effective July 1, 2015 –
June 30, 2016
- Exhibit H Arizona Dept. of Economic Security: Monthly 60% State
Median Income SMI (July. 1, 2015 – June 30, 2016)

Exhibit A



Home Energy
Assistance Fund
Aid. Educate. Conserve.

UTILITY REPAIR REPLACEMENT DEPOSIT (URRD)

POLICY MANUAL SFY 2016
Effective: July 1, 2015 – June 30, 2016

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A. PURPOSE OF THE PROGRAM

The Utility Repair, Replacement and Deposit Program (URRD) was established by state law (A.R.S. §46-731) to provide assistance to low income individuals in crisis situations with deposits for utility services and to make needed repairs and/or replacements to **existing** utility related appliances or systems. In January 2007, A.R.S. §46-731 was revised to require abandoned deposits to be administered by a qualified fuel fund entity.

The Arizona Community Action Association (ACAA) administers this program through Community Action Agencies and other partners throughout the State. Utility Repair, Replacement and Deposit assistance may be received only once in a 12 month period and may not exceed **\$3,000.00**.

B. TYPES OF ASSISTANCE

1. Deposits for Utility Services:
Electric
Gas
Water
Telephone
2. Repairs to existing utility-related appliances or systems.
3. Replacements of existing heating or cooling systems, water heaters, space heaters and telephone for owners.

NOTE: The applicant must be the owner of the appliance or system to be repaired and/or replaced. There must be an existing utility related appliance or system.

C. GUIDELINES FOR REPAIR/REPLACEMENT*

1. Eligible Appliances

Water Heaters
Cooking Stoves
Microwaves
Furnaces
Air Conditioners
Telephone
Evaporative Coolers
Refrigerators
Washers/Dryers

Ineligible Appliances

Televisions
Radios
VCRs
Hair Dryers
Blenders
Water Softeners
Cable TV
Satellite Receivers

***Replacement of appliance(s) must have Energy Efficient Star Rating.**

Any appliance repair and/or replacement not listed on the list of eligible appliances, please contact ACAA at (602) 604-0640.

2. **Criteria for distinguishing between a repair and a replacement**

Replacement of utility related appliance shall be limited to instances when repair costs exceed replacement costs, **or** when an appliance is found to be inoperable with repairs. **Replacement will only occur when a crisis has been documented.**

3. **Ownership and Inspection**

Ownership of the appliance or utility system can be determined by:

- Client provides a receipt of purchase, or
- Client signs statement of ownership

Inspection of the needed repair and/or replacement may be completed by a qualified individual of the agency.

4. **Payments**

The client must indicate in writing that repairs or replacements have been made prior to payment to vendor. Contractors shall have procedures in place to ensure this occurs.

Payment for a repair or replacement should be made after the completion of work, inspection and receipt of appropriate documentation, such as an invoice.

D. ELEMENTS OF ELIGIBILITY - URRD

An Eligible Applicant

1. **Must be a US citizen or qualified legal resident. The agency must verify the citizenship and/or immigration status of all applicants.**

Citizenship Verification Requirements

Arizona Revised Statute, Section 46-140.01 requires that local governments verify the identity and citizenship and/or immigration status of persons applying to receive certain public benefits including the Utility Repair, Replacement and Deposit Program. **Please refer to attached exhibit in your contract, Verifying Citizenship and Non-Citizenship Legal Permanent Resident (LPR) Status, which is a list of federally accepted documents you may use to verify applicant citizenship.**

E. INCOME GUIDELINES

A household's total gross **countable income** shall mirror the income documentation guidelines of the LIHEAP program in the state of Arizona.

2015-16 FEDERAL POVERTY INCOME GUIDELINES	
MONTHLY INCOME	
FAMILY SIZE	200% OF POVERTY
1	\$1,962
2	\$2,655
3	\$3,348
4	\$4,042
5	\$4,735
6	\$5,428
7	\$6,122
8	\$6,815
<i>For Each Additional Household Member Add:</i>	\$693

Figures derived from information dated Thursday, January 22, 2015 of the Federal Register, U.S. Department of Health and Human Services, and Office of the Secretary.

NOTE: Income limits are published annually by the Department of Health and Human Services in the Federal Register. The Poverty Guideline Chart is updated prior to July 1, of each state fiscal year.

F. APPLICATION FORM

The Agency will utilize current intake process and resources which may include but are not limited to the EN005 Application the Home Energy Assistance Fund Grants Management System (GMS) or DES approved application form.

The original copy of the application will be kept with the client's file included with the supporting documentation. The client will be provided with record of application and receipt of assistance.

Agencies administering the program will complete applications for benefits at sites that are geographically accessible to all households in the areas to be served.

Agencies will provide low-income individuals who are physically infirm, the means to submit an application without leaving their residences.

1. EN005 Application, GMS System, or DES approved application form.
2. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
3. Documentation on EN005 application and verification of crisis reason in client file.

G. INTERVIEW PROCESS

Agencies are responsible for the application process. This includes but is not limited to:

1. Client Interview
2. Application Completion
3. Documentation
4. Verification
5. Checking for prior URRD assistance within the service area
6. Eligibility Determination.

H. VERIFICATION, DOCUMENTATION AND DECLARATORY STATEMENTS

Each decision of eligibility or ineligibility for URRD benefits must be supported by facts in the applicant's case file. Verification, documentation, and declaratory statements are crucial in completing an application. It allows the worker to collect and support all pertinent information and statements regarding the eligibility of the application.

I. **CASE FILE**

URRD applications are not submitted to ACAA - **however** the applicant's case file must be maintained at the community agency. The case file must contain the following:

1. A copy of the application for benefits.
2. A copy of income verification for the last 30 days including the date of application.
3. Copies of all household members' identification, social security cards, birth certificates or documentation.
4. Proof of ownership of appliance or system, (receipt or client statement is acceptable).
5. Crisis reason must be documented on application **and** documentation supporting the crisis reason, as outlined in section J. **Household must meet one of the crisis reasons to be eligible.**
6. **Copies of all documentation used to verify applicant's citizenship or immigration status. Permanent Resident Cards must be photo copied front and back.**
7. **Client statement indicating in writing that** repairs or replacements have been made and/or completed.

J. **CRISIS REASON**

A crisis is defined as a situation in which the household has or is experiencing:

- A loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits;
- An unexpected and unplanned expense that caused lack of resources;
- A condition that endangers the health and safety of the household.

K. **PERSONS INCLUDED IN THE HOUSEHOLD**

A household is defined as an individual/group of individuals who occupy a single-family dwelling for whom energy is purchased in common. All persons living in the household must be included when completing the application:

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of the owner of the home or other boarders is not counted.

Note: Roommates are defined as one or more persons living in the same house paying rent to the landlord outside of the home. This should not be confused with boarders **as all income for roommates is counted**.

L. REFERRALS

When the emergent need includes assistance that cannot be provided through URRD the provider or contracted agencies must provide information about other resources and/or referral to other agencies. Documentation indicating the name of the agencies where the client was referred must be included in the client's case file.

M. POLICY CHANGES & CLARIFICATIONS

Revisions to any policies and procedures will be reviewed and approved by the Program Manager. All revisions will be sent to intake agencies to update their manuals. It will be the workers' responsibility to update their copy of the URRD Manual as revisions are received. Issues regarding policy and/or procedures must be submitted in writing.

N. MONITORING PROCESS

ACAA will be responsible for ensuring that URRD policy and procedures are being followed. ACAA will conduct application and case file reviews during monitoring visits. Any ineligible payments as a result of the monitoring process will be reimbursed to ACAA.

O. COOPERATION

Applicants must cooperate in all aspects of the application process. Applicants must complete and sign an application which includes providing requested information or verification. If the applicant refuses, the application will be denied. The CAP agency will describe the lack of cooperation in the comment section of the application.

EXHIBIT B

INSTRUCTIONS FOR VERIFYING CITIZENSHIP AND NON-CITIZEN LEGAL PERMANENT RESIDENT (LPR) STATUS

Definition of U.S. Citizenship

U.S. citizenship is established at birth when an applicant is born in the U.S., its territories, or possessions. U.S. territories or possessions include any of the following:

- American Samoa
- Guam - on or after January 17, 1917
- Northern Mariana Islands-on or after November 4, 1986
- Panama Canal Zone –on or after February 26, 1904
- Puerto Rico - on or after July 1st, 2010 (Senate Bill 1182, Law #191 of 2009)
- Swain Islands
- U.S. Virgin Islands - on or after January 17, 1917

Verification of U.S. Citizenship

TO BE POTENTIALLY ELIGIBLE APPLICANTS WHO DECLARE U.S. CITIZENSHIP OR LEGAL RESIDENT STATUS MUST PROVIDE DOCUMENTATION FOR VERIFYING, WITH THE FOLLOWING EXCEPTIONS:

The following participants are exempt if they are receiving the following services:

- Currently receiving Social Security Disability (SSD)...
- Currently receiving Supplemental Security Income (SSI). This includes participants who move here from another state and are in the process of transferring their SSI benefits to Arizona.
- Currently receiving Medicare (g).
- Eligible in the Deemed Newborn MA category.
- Children in Foster Care assisted under title IV-8 of the Social Security Act. Children who are recipients of Foster Care maintenance or adoption assistance payments under title IV-e.
- Children receiving adoption subsidies.

Note: The participants receiving the service must provide an award letter or documentation as proof of receiving the service. Once the participant is no longer receiving the benefits that meet the exemption criteria they must then provide the proper and approved documentation as described in the section below.

Approved Documentation

Citizenship may be verified using ANY of the documents indicated under sections A, B, C or D immediately below:

A. Primary–Verification Documents

1. A birth certificate showing birth in the U.S., its territories or possessions.
2. Certificate of Birth issued by the Department of State (FS-545 or DPS-1350).
3. U.S. Passport current or expired, except limited passports which are issued for periods of less than 5 years.
4. U.S. Passport Card issued by the United States Citizenship and Immigration Services(USCIS).
5. Certificate of Naturalization (N-550 or N-570).
6. Certificate of U.S. Citizenship (N-560 or N-561).
7. Report of Birth Abroad of a U.S. Citizen (FS-240) issued by the U.S. State Department.
8. U.S. Consular officer's statement.
9. A United States Citizen Identification Card (I-197).
10. Northern Mariana Identification Card (I-873).
11. A tribal enrollment card or Certificate of Indian Blood issued by a federally recognized Indian Tribe that shows that the person is enrolled or affiliated with that tribe.
12. American Indian Card (I-872) issued by USCIS with the classification code KIC. The benefit granting Service Provider shall require the applicant to present a membership card or other tribal document demonstrating membership in an Indian tribe. If the applicant has no document evidencing tribal membership, the benefit granting Service Provider should contact the Indian tribe for verification of membership.

B. Secondary – Verification Documents

1. An identification card for use of Resident Citizen (I-179).
2. U.S. Census record that shows the applicant's name, a U.S. place of birth and the date of birth or the applicant's age when the record was made. It must also indicate a place of birth in the U.S., its Territories or Possessions.
3. Religious record created within three months after birth, showing the participant's date of birth, OR the participant's age when the record was made. It must indicate a place of birth in the U.S. Territories or Possessions.
4. Proof of employment as a U.S. Government Civil Servant before June 1, 1976.
5. Early school records, showing the date of admission, the child's date and place of birth and the names and places of birth of the parents.
6. Adoption finalization papers showing the child's name and place of birth in the U.S., its territories or possessions. (When adoption is not finalized and the State will not release a birth certificate prior to final adoption, a statement from a state approved adoption Service Provider containing the child's name and place of birth may be used. The source of information must be an original birth certificate and must be indicated in the statement).

C. Primary or Secondary Documents Are Not Available

When none of the primary or secondary documents are available, accept any other document that establishes a U.S. place of birth or in some way indicates U.S. Citizenship. These include the following:

1. Certificates of Live Birth signed by a hospital official and parent
2. Medical records created at least five years before applying for services that list a U.S. place of birth (For children under age 16 the documents must be created near the time of birth OR five years prior to the application date. These include: hospital wrist bands, crib cards, or yellow copies of hospital birth certificates indicating birth in the U.S., its territories or possessions (See U.S. Citizenship on page 1).)
3. American Indian Census Records
4. Verification from the U.S. Citizenship and Immigration Services (USCIS). (The documentation **CANNOT** be expired.)
5. Verification from the Social Security Administration, e.g. award letter
6. Verification sent directly to the agency from a local, state or federal bureau of vital records office

7. Legal records showing the applicant's name and place of birth in the U.S., its territories or possessions
8. Department of Homeland Security (DHS), Verification Information System (VIS) response that validates U.S. Citizenship
9. Online data match screen print with the Arizona Department of Vital Records through the AHCCCS Citizenship Verification System
10. Military papers - When verifying military service criteria, the following apply:
 - An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
 - Verify active duty status with an original or notarized copy of the applicant's current orders or a military ID card (DD form 2(active))
 - A spouse or unwed dependent child of a veteran or active duty non-citizen must provide a document to verify relationship along with military verification requirements
 - A stepchild living with the stepparent must provide documents to verify relationship along with military verification requirements
11. Marriage certificate showing marriage to a U.S. male citizen before September 22, 1922
12. Life, health or other insurance record, created at least five years before the application date (Record must indicate a place of birth in the United States)
13. State census records that show the participant's name, a U.S. place of birth, and the date of birth or age of the participant
14. Tribal census records for the Navajo or Seneca tribes (The records must be created at least five years before the application and list a U.S. place of birth.)
15. An official notification of birth registration from a U.S. State's Department of Vital Statistics
16. An amended U.S. public birth record that is amended more than five years from the applicant's birth
17. A statement signed by the physician or midwife who was in attendance at the time of birth
18. The roll of Alaska Natives from the Bureau of Indian Affairs
19. A **current** decision letter from the ADES/Family Assistance Administration that demonstrates eligibility for the Food Stamp or Cash Assistance Programs (The award letter must list the Low Income Home Energy Assistance Program (LIHEAP) applicant as an eligible member of the household and for Short Term Crisis Services (STCS) Program the qualifying child must be listed as an eligible member of the household.)

D. Primary or Secondary Documents Not Obtainable

When the applicant cannot obtain the Primary or Secondary forms of verification they may provide an Affidavit Attesting Citizenship. An Affidavit Attesting Citizenship must meet all of the following requirements:

1. Be completed by a U.S. Citizen who is knowledgeable about the participant's circumstances
2. Be signed by a U.S. Citizen that is not a member of the household
3. Be approved by the Case Manager Supervisor
4. Document the reason for using the affidavit form

Acceptable Copies

Only original or un-tampered copies of required documents are acceptable for verifying citizenship.

Verification of Qualified Non-Citizens

Qualified Non-Citizen Categories

Applicants, who state they are Non-Citizen Legal Residents, must meet at least one of the categories set forth immediately below:

A. Lawful Permanent Resident (LPR)

A lawful permanent resident (LPR) is admitted into the U.S. for permanent residence under the Immigration and Nationality Act (INA). This Non-Citizen Legal Resident is potentially eligible for services when they meet any of the following:

- 1) They have been continuously lawfully residing in the U.S. and their date of entry is five years in the past or more
- 2) They entered the U.S. as a Non-Citizen Legal Resident eligible for benefits in another qualified category prior to becoming an LPR
- 3) They have a military connection
- 4) They are American Indians born in Canada who possess at least 50 per centum of American Indian Blood. These Non-Citizen Legal Residents are recognized as LPR

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- 1) I-551- Resident Alien Card (Eligible for Benefits)
- 2) I-151- Alien Registration Receipt Card (Eligible for Benefits)

3) I-194- or unexpired passport with the words: Processed for I-551

Temporary Evidence of Lawful Permanent Residence. Valid Until (Date)
With the following Stamp/Annotations of Law

- 1) Adjustment Admission Stamp - Eligible when any of the following sections of law are indicated:
203(a)(7); 207;208;212(d)(5); 243(h)(with a PRUCOL determination)
- 2) Non-Specific Admission Stamp -Eligible when the form is noted with an I- 551 eligible status code
- 3) Parole Admission Stamp - Eligible when the period of parole is for at least one year as verified on the stamp
- 4) Replacement Admission Stamp - Eligible when the stamp displays an I-551 eligible Status Code
- 5) Temporary I-551 Admission Stamp - Eligible when the key phrase reads one of the following:
 - a) "Admission for Permanent Residence at: "D" or "Processed for I-551 Temporary evidence of admission for Permanent Residence" and displays one of the following Status Codes: AM1; -2; -3; -6; -7; -8,
 - b) Asylee

An Asylee, Non-Citizen Legal Resident is granted asylum through an exercise of discretion by the Attorney General, pursuant to Section 208 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date their status is granted.

Note: The eligibility period begins from the month the Asylee status is granted, NOT the month of U.S. entry.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

➤ I-94 with one of the following:

A stamp showing grant of asylum under Section 208 of the INA to include:

- A. AS1 - Eligible for benefits
- B. AS2 - Eligible for benefits
- C. AS3V92 - Eligible for benefits

Refugee or Amerasian

A Refugee or Amerasian is admitted into the U.S. under Section 207 of INA. This Non-Citizen is potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

I-94- endorsed to show entry as a refugee under Section 207 of the INA or entry as an Amerasian OR noted with one of the following Status Codes: NP2 - 7; P2 -6, -7, -71; RE-8; Z2; (Eligible for Benefits).

Victim of Human Trafficking

A victim of human trafficking is admitted onto the U.S. under the Trafficking Victims Protection Act (TVPA) of 2000. This Non-Citizen Legal Resident is potentially eligible for services for a period of seven years from the date that their status is granted. These applicants normally have one of the following USCIS documents:

- **I-94- with a T Visa or Derivative T Visa (T, T-2, T-3, T-4, or T-5)**
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

Non-Citizen Legal Resident Paroled Into The U.S.

A Non-Citizen paroled into the U.S. is lawfully present in the U.S. as a result of a grant of parole by the Attorney General, pursuant to Section 212(d) (5) of the INA. This Non-Citizen is potentially eligible for services when the period of the parole is for at least one year. These applicants normally have one of the following USCIS documents (NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 - with PAROLE PURSUANT TO SECTION 212(d) (5) on the front.

The form must not be expired and the expiration date must be at least one year after the issue date. Both dates are documented on the form (Eligible for Benefits).

Non-Citizen Legal Resident Whose Deportation Is Withheld

A Non-Citizen Legal Resident whose deportation is withheld is a Non-Citizen Legal Resident for whom the Attorney General has withheld deportation from the U.S. pursuant to Section 243(h) or 241 (b)(3) of the INA. A Non-Citizen Legal Resident whose deportation is withheld is potentially eligible for services for a period of seven years from the date of the judge's orders.

These applicants normally have one of the following USCIS documents:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED).

I-94 -with an order from an immigration Judge showing one of the following:

- Deportation withheld under 243(h) of the INA (Eligible for Benefits)
- Removal withheld under 241(b)(3) of the INA (Eligible for Benefits)

Cuban or Haitian Entrant

Cuban or Haitian entrants are admitted to the U.S. by USCIS as a Cuban or Haitian entrant pursuant to Section 501 (e) of the Refugee Education Assistance Act of 1980 (PL 104-93). Cuban or Haitian entrants are potentially eligible for benefits for a period of seven years from the date that their status is granted.

These applicants normally have the following USCIS document:
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED)

- I-94 with the words: CUBAN/HAITIAN ENTRANT UNDER 212(D) OF THE INA (Eligible for Benefits)

Conditional Entrant

A conditional entrant was granted conditional entry into the U.S. before April 1, 1980, pursuant to Section 203 (a) (7) of the INA. Conditional entrants are potentially eligible for benefits regardless of any later change in their status.

These applicants normally have one of the following USCIS documents.
(NOT ACCEPTABLE IF DOCUMENTS ARE EXPIRED):

- I-94 – with the words: ADMITTED AS A REFUGEE – CONDITIONAL ENTRY under Section 203(a) (7) of the INA. (Eligible for Benefits)

Abused or Battered Non-Citizen

Documented Non-Citizens may become qualified Non-Citizens when they have suffered abuse from a parent or a spouse.

The Service Provider staff must inform the Abused or Battered applicant of the following:

1. Applicant must contact the USCIS to obtain a Petition for Abused Aliens
2. The abuse must have occurred in the U.S. and the abusive person must be a U.S. Citizen or Lawful Permanent Resident
3. They must currently reside in the U.S.
4. They must provide any and all documentation verifying continuous residency in the U.S. for the prior five years

Note: All periods of time that are not accounted for must be addressed by an applicant statement.

In order for the Non-Citizen to be eligible under this category, they must meet ALL of the following:

1. Possess appropriate USCIS status
2. Be battered or subject to extreme cruelty
3. Have a substantial connection between battery and the need for benefits
4. No longer residing with the batterer

Indefinite Detainee

Indefinite detention status pertains to Non-Citizens who have served their time for a criminal conviction and have been given formal orders to leave the U.S. Subsequently, Indefinite Detainee status is met when the Non-Citizen is allowed to indefinitely remain the U.S. because neither their home country, nor any other country will accept them.

Military Connection

Non-Citizens who meet both of the following criteria are potentially eligible for benefits, regardless of their date of entry:

1. They are a qualified Non-Citizen
2. They meet one of the following military service criteria:
 - A. An honorably discharged veteran or person on active duty
 - B. On active duty in the Armed Forces of the U.S.
 - C. A spouse of a veteran or person on active duty who meets one of the following:
 - a) Is legally married to the veteran or person on active duty
 - b) Is legally separated from the veteran or person on active duty
 - c) Is a widowed spouse of the veteran or person on active duty and has not remarried

Note: The applicant remains eligible regardless of whether they are living together or apart; the veteran or active duty person can be a U.S. Citizen or a Non-Citizen Legal Resident

When verifying military service criteria, the following apply:

3. An honorably discharged veteran of the Armed Forces of the U.S. must present an original or notarized copy of the veteran's discharge papers
4. To verify the active duty status an original or notarized copy of the applicant's current orders or a military ID card (DD form 2 (active)) may be used

5. Only full-time Air Force, Army, Navy, Marine or Coast Guard is eligible

6. Any Reserve or National Guard duty is excluded

A spouse or single dependent child of a veteran or active duty alien must provide a document to verify relationship along with military verification requirements.

Non-Citizen Alien Identification Cards

This section identifies alien ID cards that applicants may provide to determine whether they meet one of the qualified non-citizen requirements to receive benefits. Documents cannot be EXPIRED.

I. Alien Identification Cards

The eligible ID cards listed in this section are as follows:

1. I-94 Arrival/Departure Record
2. POTENTIALLY ELIGIBLE depending on the following:

- I-94 admission stamp used, section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number

a. I-94 Parole Edition

POTENTIALLY ELIGIBLE depending on the following:

I-94 admission stamp used; section of law/class-code annotations; Applicant must also meet a qualified Non-Citizen Legal Resident Status criteria identified in Section II-A. NOT ELIGIBLE for benefits when the document lacks a registration number.

b. I-151 Alien Registration Card

POTENTIALLY ELIGIBLE -The I-151 is the original green card. Many however were printed on blue paper; several versions of this card exist.

Applicants must also meet qualified Non-Citizen Legal Resident Status criteria identified in Section II-A.

c. I-551 Permanent Resident Card

d. Visa Stamps in Foreign Passports- Eligible when all of the following occur:

I. The Visa is stamped "Processed for I-551, temporary Evidence of Lawful Admission for Permanent Residence".

II. Neither the Visa NOR the passport have expired. The passport's expiration date is normally found on the same page as the person's photograph.

Note: Applicants, who have expired, lost or otherwise cannot locate their immigration documents from USCIS are responsible for contacting USCIS for replacement documents.

Note: Qualified Non-Citizen Legal Residents may have documents described as eligible; Case Managers must examine documents to establish their expiration date and cannot accept expired documents.

Affidavit That Document(s) Is/Are True

An eligible applicant must execute a sworn affidavit (see Exhibit IV) stating that the documentation provided as listed on this document during the verification process is/are true.

1. Contractors who determine eligibility for these programs will be required to ensure that a sworn affidavit is obtained in a way that does not delay the eligibility determination process, or add cost to the process for the applicant.
2. Eligible applicants are exempt from providing an affidavit only if they are **60 years of age or older**, if they are **Tribal Members** or if they are **disabled or have an incapacity of the body or mind** which makes them unable to supply such affirmation.
3. Any contractor classified as a non-profit charitable organization must notify Department of Economic Security, Division of Aging and Adult Services (DES/DAAS), if "discovered violations" will not be reported to ICE, also:

A. Contractors will establish their own process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE) and are advised to consult with legal counsel or ICE for further guidance.

Determining Non-citizen Status

To determine non-citizen status, complete the following:

1. Ask the applicant for their USCIS documentation. When the applicant states they do not have documentation, do not question the participant further regarding their non-citizen status.
2. When the document is provided, compare the document to the documents listed on pages 4 through 10. If the document is one of the qualified non-citizen documents, the non-citizen has a qualified status.

3. A nonqualified non-citizen, who is residing in the United States without the knowledge or permission of USCIS, may do one of the following:
4. Voluntarily self-declare that they are residing in the U.S. illegally or
5. Provide Immigrations and Customs Enforcement (ICE) documents verifying violation of USCIS law.
6. When either of these occurs, follow your Service Provider's process for reporting discovered violations to the Federal Department of Immigration and Customs Enforcement (ICE).

Non-Qualified Non-Citizens

Consider the following Non-Citizens as Non-Qualified. Documents include, but are not limited to the following:

1. I-94 (Non-citizens with this document may have either qualified or nonqualified status. The admission stamp annotated on the card determines the non-citizen's status.)
2. I-184 (Crewman Landing Permit)
3. I-185 (Nonresident Alien Canadian Border Crossing Card)
4. I-186 (Nonresident Mexican Border Crossing Card)
5. I-444 (-Mexican Border Visitor Permit)
6. I-586 (Nonresident Alien Border Crossing Card)
7. I-688A (Employment Authorization)
8. I-688 (Temporary Resident [This is the first card issued to non-citizens living in the U.S. under the Amnesty Program of the Immigration Reform and Control Act of 1986.]
9. I-688B (Employment Authorization [This is the second card issued to non-citizens under the Amnesty Program of the Immigration Reform and Control Act of 1986.]
10. I-689 (Fee Receipt-Non-citizens [With this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.]
11. I-766 (Employment Authorization)
12. DSP150 (Border Crossing Card [This card was introduced in 1997. Non-citizens with this card may have either qualified or nonqualified status. The Provision of Law annotated on the card determines the non-citizen's status.]
13. Student Visa (This card was introduced in 1998)

Ineligible Alien ID Cards

When an applicant provides one of the following alien ID cards they are INELIGIBLE for services and the applicant must provide another eligible document. All these forms expired before January 24, 1990.

- 1) Any alien ID cards that are expired.
- 2) I-181a Memorandum of creation of record of lawful permanent residence
- 3) I-184 Alien crewman landing permit and identification card
- 4) I-185 Non-resident alien Canadian border crossing card
- 5) I-186 Non-resident alien Mexican border crossing card
- 6) I-444- Mexican border visitor permit
- 7) I-586 Non-resident alien border crossing card
- 8) I-688 Employment authorization
- 9) I-688A Employment authorization document
- 10) I-688B Employment authorization document
- 11) I-689 Fee receipt
- 12) I-766 Employment authorization document
- 13) Non-resident border crossing card

EXHIBIT C

SOUTHWEST GAS LOW INCOME ENERGY CONSERVATION BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Southwest Gas utility bills (including deposits) for income-qualified customers in crisis situations.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. The customer may receive a credit if, in the case manager's discretion, the customer would benefit from such a credit to their account. This in no way implies that every customer would be eligible for and/or receive the full amount available or a credit on the account, only when circumstances warrant.</p> <p>This is intended to provide customers with increased assistance, as necessary, and may include assisting customers who have historically disconnected their gas in the summer, only to have a reconnection fee in the fall they might have trouble paying. By crediting them in the spring/summer months, this can allow them to avoid such fees.</p> <p>Twenty-five percent (25%) of your total allocation is allowed for deposits. For example, if your agency receives \$6,000 you are allowed to use only \$1,500 for deposits and the rest (\$4,500) on utility usage.</p>
SERVICE CODES:	UTA /UDE
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	<p>Client must have the Southwest Gas account in their name or apply for assistance by named proxy.</p> <p>Households must be at or below 150% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS REASONS:	<ol style="list-style-type: none">1. Sudden loss of income2. Unexpected expense3. Health and safety
RECORD KEEPING:	<ol style="list-style-type: none">1. Household information (including number in household)2. Most recent Southwest Gas bill.3. Income verification for the most recent 30 days including application date.4. Explanation (only) of crisis documented on the application5. Identify if amount granted is for deposit or utility usage.

Exhibit D



**Home Energy
Assistance Fund**
Aid. Educate. Conserve.

**Arizona Community Action Association
Home Energy Assistance Fund
SFY-2016**

Policy Manual

July 1, 2015 – June 30, 2016

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Mission

The Home Energy Assistance Fund develops and coordinates resources through education, advocacy, financial assistance and partnerships to help Arizona families meet their basic energy needs and move toward economic stability.

Purpose and Principles

The ACAA Home Energy Assistance Fund, also referred to as the “Fund”, has been established to provide assistance to Arizona households needing assistance in managing their energy burdens. The tenets of the program include:

- Crisis prevention – to guard against disconnection, to facilitate or to establish reconnection of natural gas, electric services, and other non regulated fuel sources;
- Be an adjunct to currently existing energy assistance resources;
- Be a “hand up” not a “hand out”;
- Empower administering agencies with the discretion to assist families as needed.

Household Eligibility

An Eligible Applicant

The applicant must be an adult household member. The applicant must provide verification of household membership. Verification includes but is not limited to: driver’s license with household address, a post office marked document, or an authorized statement from a third party such as a bank statement.

If the applicant is not a member of the household, in order to apply for assistance, s/he must show evidence of a Power of Attorney or a notarized statement, or any other acceptable document authorizing him/her to represent the household.

Relatives of Applicants

Intake workers are not permitted to complete applications for their own relatives to the first-cousin level including step and in-law relatives. Specifically parents, siblings, spouses, aunts, and uncles are to be interviewed by another intake worker, the Program Manager/Supervisor or Director. Upon request, and when possible, Home Energy Assistance Fund staff may provide application intake.

Agency Employees or Other Employees of Sub-Contracted Entity, as Applicants

Agency employees and/or other employees of the sub-contracted entity shall not be denied the right to apply for and receive services due to their employment with the sub-contracted entity.

These individuals or members of their households may apply for assistance. Application intake for an Agency employee must be conducted, eligibility determined, and authorized by the next level of supervision. Upon special request, and if available, a Home Energy Assistance Fund staff member may provide the intake of an application.

Services to Native Americans Living on Reservation

Agencies will provide Home Energy Assistance Fund bill assistance services to Native Americans living on tribal reservations. The amount of funding to be used to serve families living on reservation is to be no less than the proportion of all Native Americans living on reservation within their respective service territory. Agencies are responsible for managing the outreach and referral processes in order to serve this population.

Income Eligibility

Household income level will be limited to 200% FPIG¹. Refer to the **Determining Household Income** section of the Policy Manual for methods in determining the household income.

Utility Status

Applicants with a delinquent account², a disconnect notice or who are without utility service are eligible for assistance. Intake workers have the discretion to extend special consideration for assistance to households demonstrating hardship and have a past due notice or a large outstanding balance. Applicants are not required to be the customer or record but must provide verification of the relationship between the utility services address and the applicant residential address.

Definition of Crisis

It is the intake worker's responsibility to determine the crisis reason and its relationship to the client's current need for services. The crisis reason **may** be supported with the necessary documentation and/or verification when applicable.

Crisis Reasons³:

1. Loss or reduction of income or public assistance benefits or delay in receiving public assistance benefits.
2. Unexpected and/or unplanned expenses that caused lack of resources.
3. A condition that endangers the health and safety of the household.

Sincere Effort to Pay

Applicants are expected to have demonstrated an effort of payment over the prior 90 days, but it is not required. There is no minimum dollar amount required to demonstrate effort of payment.

Housing Status

Assistance may be provided for individual residential utility accounts. Assistance may also be granted if utilities are included with rent if proper verification is provided⁴.

¹ Applicants over the 200% FPIG income guideline could qualify based on demonstration of need

² An account that is one or more days past due and current charges are eligible

³ Refer to the Glossary of Terms for detailed examples of crisis reasons

Energy Burden

The household Energy Burden will also be used to determine eligibility for a grant. The energy Burden is determined by dividing the household's one month utility costs by the last 30 days of income. Refer to the **Determining Energy Burden** section of the Policy Manual for a detailed process.

Grants Approvals

Grant Amounts

The total assistance possible is a maximum of \$500. Payment(s) may include current and past due amounts including late charges, deposits, and reestablishment fees.

M-Power® and Other Prepay Energy Sources

The energy burden for SRP M-Power® customers and other cash-based energy resources will be the same as described in the **Determining Energy Burden** section. **A history of purchases from the vendor will be required to show purchases made in the past 30 days.** The client also may be required to present any purchase receipts that might fall between the usage statement and the time of the application. Specific to SRP M-Power® customers, it will be important to identify if the client has any debt on the account and what percentage of the purchases made have been applied to the debt and applied to the forward balance to determine an accurate energy burden.

The use of the funds, not to exceed \$500, will be used to eliminate any debt on the account and then to alleviate the crisis. The intake worker may determine the amount needed to sustain the utility for the household until the next source of income or from an evaluation of the current energy burden⁵. The intake worker may also take into consideration other past usage and the weather at that time to determine the grant amount. It is important to communicate to the utility vendor what portion of the grant will be applied to the debt and what portion will be applied to the forward balance.

If the debt on the account exceeds \$500, the forward balance and amount to pay off the debt can be determined by working backwards. First determine the forward balance needed to alleviate the crisis and then the remaining money available will be applied to the debt.

⁴ Evidence may include a copy of the lease or a note from the landlord.

⁵ Forward balance cannot not exceed 150% of the current energy burden.

Example 1:

MPower customer

Back balance = \$150

30 day need = \$100

Payback percentage required by SRP: 40%

Total grant: \$250

The case log must note that \$150 is earmarked for balance payoff. Otherwise, the \$250 will automatically be posted with 60% going to purchase (\$150) and 40% going to payoff (\$100), leaving \$50 in arrears.

Example 2

Back balance = \$700

30 day need = \$120

Payback percentage: 40%

Total grant: \$500

Case log should note that \$120 goes to present purchase with remaining \$320 to be applied to back balance. Otherwise, the \$500 will automatically be posted with 60% going to purchase (\$300) and 40% going to payoff (\$200).

Grant Frequency

A grant may be awarded to an eligible household one time per a 12 month period. The 12 month period is based on the date of the last approved application. An applicant that was determined ineligible may reapply at a later date.

Assistance Available

The Fund will pay for heating and cooling sources of: electric, gas, propane, oil, wood, coal, and pellets. Assistance can also be provided to renters whose utilities are included in the rent and the failure to make the rent payment threatens utility service.

Multiple Accounts

If a crisis is presented with more than one utility, the grant may be split between the account(s) in crisis⁶.

Grants pay for:

Account arrearages

The grant amount cannot exceed the total amount owed on the account(s)⁷.

⁶ For example a gas and electric account

⁷ Exceptions may apply to clients with M-Power utility accounts

Security Deposit

Security deposits will be made only in the name of the adult in the household.

Current Account Charges

Late Fees

Service Establishment and Reconnect Fees

Decision Notice

The Agency **will provide written notice to the applicant of approval and/or denial of assistance.** The written notice may be hand delivered or mailed in English and/or Spanish. The notice will provide grant amount(s) and/or reason for denial.

Other Utility Assistance Programs

When possible, the agencies are encouraged to access other sources of funding to alleviate the crisis. The Fund also intends to reach households whose income falls outside of the boundaries of more income-restricted funds such as LIHEAP. If necessary, the Fund may be combined with other funding sources to prevent the crisis.

Payments Made to Ineligible Households

If assistance has been provided to an ineligible household due to; intake worker error, no funds available when grant was promised, or the client was found ineligible after payment, the payment guarantee will be honored and the intake agency will be responsible for repaying the award from its agency funds other than Home Energy Assistance Fund monies. The Agency has the right to appeal repayment to ACAA.

Fraudulent Information

If a client has been found to be fraudulent in his/her application and the payment has not been sent to the utility, the payment will be stopped and the client appropriately informed.

Determining Household Income

Countable Income

All countable income for each household member will be considered in determining eligibility for the Fund. The gross amount of countable income prior to deductions will be counted unless otherwise specified. Income will be counted for the month that it was intended⁸. Income will be included from the 30 days prior to the date of application.

Sources of countable income:

- A. Earned Income: employment, self employment⁹
- B. Benefit income: SSA, SSI, TANF-CA, VA, UI, GA,

⁸ A SSI check received on May 30 that is intended for the month of April will be counted as income in April.

⁹ Net income will be counted (Gross income less business related expenses)

- C. Pensions
- D. Worker's Compensation
- E. Child Support
- F. Work Study
- G. Other Unearned Income: rental income, and endowments or legal settlements.
- H. Indian Gaming Commissions

Excluded Income

- A. Food Stamps
- B. Medicare
- C. WIC
- D. AmeriCorps Stipend
- E. Earned income of a child that is 16 or 17 years of age and is a full time student
- F. Earned income of a child under 16 years of age
- G. Cash gifts
- H. Insurance Payments
- I. IDA Accounts

Individuals Whose Income Must Be Counted

Any income of a household member age 18 and older will be counted, including ineligible household members. Income for all persons ages 16 and 17, **who do not attend school full time**, will be counted.

Individuals Whose Income Will Not Be Counted

- A. Income for persons ages 16 and 17 who attend school full time is not counted.
- B. In cases of domestic violence, the income and resources of the abuser are not counted as long as the client does not have access to his/her income and resources, or the abuser's income and resources.

Household Members

Each person living in the home is considered a household member. Income and eligibility will be determined based on the entire household. Exceptions to household members are "boarders"¹⁰. Roommates' income is treated as one household entity¹¹. Refer to the Glossary for detail explanations of 'boarders' and 'roommates'.

¹⁰ Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the same house. Income of the owner of the home and the boarder is not treated as one household. Boarders cannot be related by blood or law.

¹¹ Roommates are one or more persons living in the same house paying rent to the landlord outside of the home. Income for each roommate is included as the household income as one entity.

2015– 2016 Federal Poverty Income Guidelines

Effective July 1, 2015 – June 30, 2016

Federal Poverty Income Guidelines - Monthly Allowable Household Income		
Percent of Poverty	150%	200%
Household size		
1	\$1,471	\$1,962
2	\$1,991	\$2,655
3	\$2,511	\$3,348
4	\$3,031	\$4,042
5	\$3,551	\$4,735
6	\$4,071	\$5,428
7	\$4,591	\$6,122
8	\$5,111	\$6,815
For each additional member add:	\$520	\$693

Determining Household Energy Burdens

Energy Burden is determined by dividing the household’s one-month utility costs by the last 30 days of income.

Example:

Past 30 days of household income: \$1,000

One-month current electric bill: \$45, one-month current gas bill: \$50 = \$95

$$\$95/\$1,000 = 9.5\% \text{ Energy Burden}$$

If the applicant has more than one utility source, all utility source costs will be combined to determine the energy burden even though the applicant may only present a crisis on one account. In case the current utility cost cannot be obtained, a standard cost of \$200 will be substituted in determining the energy burden. For electric and gas, a current one month bill can be obtained by calling the utility company.

An energy burden for non-regulated fuel sources such as wood, oil, coal and pellets can be determined by figuring the cost of the fuel from two consecutive purchase receipts. The 30 day fuel cost can be determined by dividing the total cost of the first purchase by the number of days between the first and the second purchases. If the fuel cost cannot be obtained, a standard cost of \$200 may be substituted.

Example:

Propane receipt 1 dated 1/10/07

Cost: \$300

Quantity: 100 gallons

Propane receipt 2 dated 4/10/07

Cost: \$250

Quantity: 100 gallons

Date of Application: 7/10/07

Cost per day = $\$300 / 90 \text{ days} = \3.33

30 day energy cost = $\$3.33 * 30 = \99.99

Household income: \$1,000

30 day energy cost: \$99.99

$\$99.99 / \$1,000 = 9.9\%$ Energy Burden

When an applicant's rent includes the utility cost and that cost is not specified in the lease agreement, a \$200 standard cost will be used in determining the energy burden. To demonstrate crisis, the renter must provide evidence of delinquent rent through a notice from the landlord. The intake worker must receive assurance from the landlord that the renter will not be evicted and that the grant will be applied appropriately to the renter's account.

Verification and Documentation

The applicant has the primary responsibility for providing all required verification. In situations where it is difficult for the applicant to obtain verification needed to complete the eligibility determination, the partnering agency will offer assistance in obtaining the verification.

Depending on funding source, there may be different eligibility guidelines.

For the Home Energy Assistance Fund Program and the Utility, Repair, Replacement, and Deposit Program only, please utilize the following exhibit (attached to your contract): Verifying Citizenship and Non-Citizen Legal Permanent Resident Status. This is attached for further guidance on determining applicant's citizen and non-citizen status.

Maintaining Client Records

The partnering agency is required to maintain supporting financial records, documentation and statistical records for three (3) years.

Policy Changes and Clarifications

Revisions to any policies and procedures will be reviewed and approved by the ACAA Home Energy Assistance Fund Advisory Board and the ACAA Board of Directors. All revisions will be sent to administering agencies to update their manuals. As revisions are received it will be the staff's responsibility to update their copy of the Home Energy Assistance Fund Policy Manual. Issues regarding policy and/or procedures must be submitted in writing.

Monitoring Process

The Agency will be responsible for ensuring that the Fund policies and procedures are being followed. The Home Energy Assistance Fund staff will conduct application and case file reviews during monitoring visits.

Cooperation

Applicants must cooperate in all aspects of the application process. Applicants must provide requested information or verification and complete and sign an application. If the applicant refuses, the application will be denied. The partnering agency should document the lack of cooperation by the applicant for proper notation in refusal of assistance.

Confidentiality

Public law and federal regulations place restrictions on the release of confidential information, and set guidelines for the disclosure of non-confidential materials. All applications, records, files and communications of the Fund and its partners, relating to specific applicants for assistance and recipients of services funded by the Fund, are confidential records.

All information, regarding an applicant or recipient, is confidential and may be disclosed only for purposes of determining eligibility, providing services, or investigating suspected fraud in connection with the program. Applicants authorize access to their records by signing the application. Anyone not authorized on the application must have the applicant's written approval to access information.

Information that can be exchanged must pertain to the eligibility of the applicant, and excludes items that do not address eligibility, i.e., personal details. Inappropriate disclosure of information can result in severe disciplinary action, or could result in the suspension of the partnering agreement.

Access to information by inappropriate, unauthorized individuals or parties shall be considered a violation of the individual's right to confidentiality. Care should be taken to secure all files in the office so that unauthorized personnel do not have access to them. All records shall be open to any and all federal, state, and contractor auditors and/or examiners in the course of their regular audits.

General information, policy statements, or statistical materials which cannot be directly identified with any individual or family are not considered confidential. They may be given to, or provided by: agencies, helping organizations, or contracted parties, unless restricted by Arizona statutes, federal regulations, or court orders.

Non Discrimination Policy

In compliance with Title VI of the Civil Rights Act of 1964 and Executive Order 12250, no individual in Arizona shall be excluded from participation in, denied benefits or subjected to

discrimination under any program or activity receiving Federal funds, because of: race, color, national origin, handicap, religion, or sex.

In compliance with the Age Discrimination Act of 1975, no individual shall be denied services or participation or be subjected to discrimination in any of its programs or activities on the basis of age.

Appeals Policy

The client/agency has the right to appeal a denial of assistance or an awarded grant amount. Appeals by the client will follow the policies of the intake partner agency and will be addressed by the Home Energy Assistance Fund administrative staff.

Complaints regarding the service of the administering agency, discrimination or other issues directly related with the administering agency and staff must be addressed to the office where the application was made.

Glossary of Terms

Standard Cost

The default cost associated with the utility consumption when the actual cost is not feasible.

Boarder

Boarders are one or more persons living in the same house paying rent to the owner of the home who also lives in the house or one who lives and pays rent in a commercial boarding house. Income of neither the owner of the home nor other boarders is not counted jointly. Boarders cannot be related by blood or law to the owner of the home.

Example:

Susan and Jane live in the house that Susan owns. There is no blood or law relationship. Susan is renting a room to Jane and her two children. Jane and her two children are the boarders. Susan and Jane's income will be counted separately.

Crisis Reasons

1. **Loss of income, public assistance benefits or delay in receiving public assistance.** Examples may include but are not limited to: loss of employment, theft of income, serious illness which causes a loss of income, divorce, abandonment or death of wage earner, reduction of benefits or public assistance monies.
2. **Unexpected or unplanned expenses.** Examples may include by are not limited to: car repairs, medical bills, natural or man-made disasters, death in immediate family, court fines of a minor child.
3. **A condition that endangers the health and safety of the household.** Examples may include but are not limited to: lead poisoning, condemned property, infestation, domestic violence, asbestos, medical condition that require utility service to operate life-saving equipment such as oxygen machines, heart monitors, breathing machines, etc.

Customer of Record

The name of the person on the utility account.

Delinquent Account

An account that is one or more days past due.

Household

Consists of each person living in the home at the time of application.

Late Fees

Charges imposed by the utility company to the account due to a tardy payment to the account.

Power of Attorney

A legal document authorizing one person to act on behalf of another.

Roommates

Roommates are one or more persons living in the same house paying rent to a landlord living outside of the home. The income for each roommate is counted as the household income.

Examples:

Linda and Donna are roommates. Donna pays rent to Linda, who has a rental agreement with a landlord living outside the home. They will be considered roommates and their income will be counted jointly.

Jane and her new baby live with her Aunt Betty. Jane no longer receives child support and cannot pay her Aunt any rent money for the month of June. Because they are related, Jane is considered a roommate. Jane and Betty's income will be counted jointly.

Service Reestablishment Fees and Reconnection Fees

Charges assessed by the utility company to reestablish/reconnect service following a service disconnection due to nonpayment.

EXHIBIT E

ARIZONA PUBLIC SERVICE (APS) CRISIS BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY:	APS utility bills on client's present address ONLY and must be a customer of record. <u>Cannot pay deposits, reconnect fees or establishment charges.</u> Funds can be used for Prepay purchases or Prepay outstanding balance, or households who are on the Equalizer Program.
MAXIMUM GRANT AMOUNT:	<p>\$400.00 for current and past due amounts. No credit can be given on an account.</p> <p>If a client is on the Equalizer Program and shows a credit on account, but is unable to pay Equalizer amount due to a crisis, they are still eligible to receive assistance if they meet eligibility criteria.</p> <p>If client has Prepay and has little to no funds due to a crisis and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.</p>
SERVICE CODES:	UTA
PROGRAM YEAR:	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA:	<p>Client household must be a current APS customer. Clients with disconnected accounts are NOT considered current customers.</p> <p>Household income for the most recent 30 days, including the date of application.</p> <p>Households must be at or below 200% of the federal poverty guidelines. All income (within the past 30 days, including the date of application) must be verified.</p>
CRISIS:	An acceptable crisis reason must be documented on the application.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none">1. Application for benefits.2. Most recent APS utility bill.3. Income verification for the most recent 30 days including application date.4. Printed, signed copy of the GMS application.

EXHIBIT F

SALT RIVER PROJECT (SRP) BILL ASSISTANCE PROGRAM SUMMARY

CAN PAY	Utility bills that include: disconnect amounts, past due amounts, current charges, and balance from previous SRP address. Funds can be used for M-Power purchases or M-Power with outstanding balance.
MAXIMUM GRANT AMOUNT:	<u>\$600.00.</u> No credit can be given on an account. *If a client is on the Budget Billing Program and shows a credit on account, but is unable to pay budget amount due to a hardship, they are still eligible to receive assistance if they meet eligibility criteria. Also, if client has M-Power and has little to no funds due to a hardship and meets eligibility criteria, a credit may be given on an account. Agencies will want to be sure when making guarantees that they indicate how the funds should be applied to account.
SERVICE CODES:	UTA
PROGRAM YEAR	A household may be assisted only once in a 12-month period.
ELIGIBILITY CRITERIA	Applicant must be a household member; does not have to be the customer of record. Household income for the most recent 30 days, including the date of application, <u>must meet the Arizona Department of Economic Security Division of Aging and Adult Services – Community Services Monthly 60% State Median Income (SMI) guidelines.</u> All income must be verified.
HARDSHIP:	The hardship reason must be documented on the application only.
CLIENT FILES MUST CONTAIN:	<ol style="list-style-type: none">1. Application for benefits.2. Most recent SRP utility bill/for M-Power customers - 30 day usage receipt from SRP3. Income verification for the last 30 days (including date of date of application)

EXHIBIT G

Arizona Community Action Association
Home Energy Assistance Fund
Federal Poverty Guidelines

FY2016 (July 1, 2015 - June 30, 2016)

Information based on the Federal Register published on January 22, 2015

Percent of Poverty	Household Size										For each additional member add:
	1	2	3	4	5	6	7	8	9	10	
up to 100%	\$736 \$981	\$996 \$1,328	\$1,256 \$1,674	\$1,516 \$2,021	\$1,776 \$2,368	\$2,036 \$2,714	\$2,296 \$3,061	\$2,556 \$3,408	\$2,816 \$3,754	\$3,076 \$4,101	\$347
100% Annual	\$11,770	\$15,930	\$20,090	\$24,250	\$28,410	\$32,570	\$36,730	\$40,890	\$45,050	\$49,210	\$4,160
up to 150%	\$1,226 \$1,471	\$1,659 \$1,991	\$2,093 \$2,511	\$2,526 \$3,031	\$2,959 \$3,551	\$3,393 \$4,071	\$3,826 \$4,591	\$4,259 \$5,111	\$4,693 \$5,631	\$5,126 \$6,151	\$520
150% Annual	\$17,655	\$23,895	\$30,135	\$36,375	\$42,615	\$48,855	\$55,095	\$61,335	\$67,575	\$73,815	\$6,240
up to 200%	\$1,472 \$1,962	\$1,992 \$2,655	\$2,512 \$3,348	\$3,032 \$4,042	\$3,552 \$4,735	\$4,072 \$5,428	\$4,592 \$6,122	\$5,112 \$6,815	\$5,632 \$7,508	\$6,152 \$8,202	\$693
200% Annual	\$23,540	\$31,860	\$40,180	\$48,500	\$56,820	\$65,140	\$73,460	\$81,780	\$90,100	\$98,420	\$8,320

updated 4/20/2015

EXHIBIT H

Arizona Department of Economic Security - Division of Aging and Adult Services (DAAS)

Community Services Unit

Low Income Home Energy Assistance Program (LIHEAP)

Monthly 60% State Median Income (SMI) (FOR LIHEAP PROGRAM ONLY)

Effective July 1, 2015 - June 30, 2016

LIHEAP Income Eligibility - Use 60% of State Median Income (SMI) for households sized 6 and under. Use 150% FPG households sized 7 and over.

	1	2	3	4	5	6	7	8	9	10	11	12	<i>For >12 add</i>
Number of Household Members >>													
Monthly Income	\$1,694	\$2,215	\$2,736	\$3,257	\$3,778	\$4,299	\$4,591	\$5,111	\$5,631	\$6,151	\$6,671	\$7,191	\$520
Annual Income	\$ 20,323	\$ 26,576	\$ 32,830	\$ 39,083	\$ 45,336	\$ 51,589	\$ 55,095	\$ 61,335	\$ 67,575	\$ 73,815	\$ 80,055	\$ 86,295	\$ 6,240
	Income limits for LIHEAP households sized 6 and under using 60% SMI						Income limits for LIHEAP households sized 7 and over (using Federal Poverty Guidelines)						



Legislation Description

File #: 15-509, Version: 1

FINAL PLAT (FP) APPLICATION FP15-01: PARKSIDE - 7225 NORTH 77TH LANE

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

Purpose and Recommended Action

This is a request by Hancock Companies for City Council to approve the final plat for Parkside, a Planned Residential Development, located at 7225 North 77th Lane.

Staff recommends approval of Final Plat application FP15-01.

Background

Parkside is a 13 lot single family residential subdivision on approximately 3.3 acres. Lot sizes vary from 6,119 square feet to 8,260 square feet. The 13 lots will be served by public streets on Midway Avenue and 77th Drive.

The proposed final plat is consistent with the General Plan and the existing R1-6 PRD (Single Residence, Planned Residential Development) zoning.

This request meets the requirements of the Subdivision and Minor Land Division Ordinance and is consistent with the Parkside Planned Residential Development Plan.

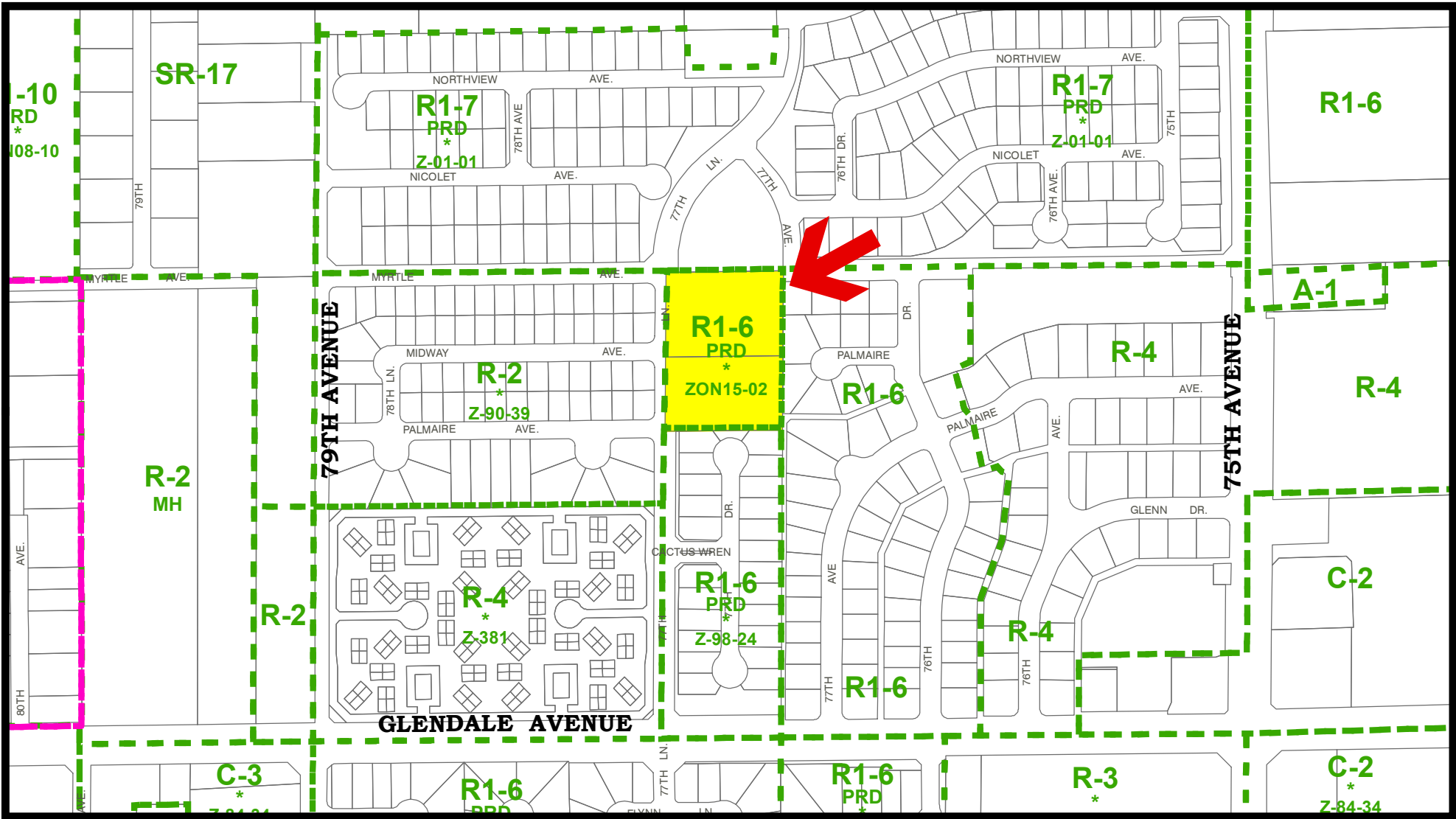
Previous Related Council Action

On April 14, 2015, Council approved Rezoning Application ZON15-02 for this subdivision.

The property was annexed on January 23, 1973.

Community Benefit/Public Involvement

Approval of this request would allow future residential opportunities in an established part of the city with nearby infrastructure and amenities.



CASE NUMBER
FP15-01



REQUEST
FINAL PLAT APPROVAL FOR PARKSIDE

LOCATION
7225 N. 77TH LANE



Aerial Date: November 2012



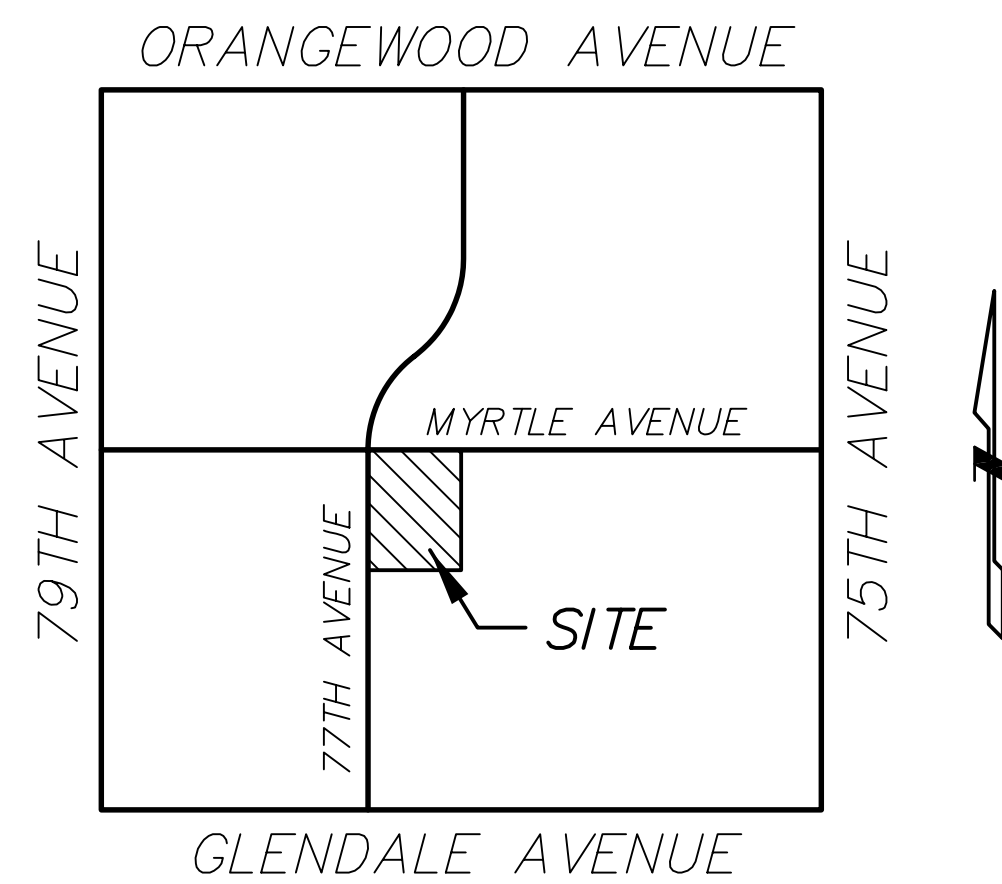
CASE NUMBER

FP15-01



**FINAL PLAT FOR
PARKSIDE
"A PLANNED RESIDENTIAL DEVELOPMENT"**

A SUBDIVISION LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA.



VICINITY MAP

NOT TO SCALE

DEDICATION

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

KNOWN ALL MEN BY THESE PRESENTS: MYRTLE & 77TH LANE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS SUBDIVIDED UNDER THE NAME OF FINAL PLAT FOR PARKSIDE A PLANNED RESIDENTIAL DEVELOPMENT, LOCATED IN A PORTION OF THE SOUTHEAST QUARTER OF SECTION 2, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA AS SHOWN AND PLATTED HEREON AND HEREBY PUBLISHES THIS PLAT AS AND FOR THE FINAL PLAT OF PARKSIDE A PLANNED RESIDENTIAL DEVELOPMENT AND HEREBY DECLARES THAT SAID PLAT SETS FORTH THE LOCATION AND GIVES THE DIMENSIONS OF THE LOTS, TRACTS, STREETS AND EASEMENTS CONSTITUTING SAME, AND THAT EACH LOT, TRACT, AND STREET SHALL BE KNOWN BY THE NUMBER, LETTER, OR NAME GIVEN EACH RESPECTIVELY ON SAID PLAT. MYRTLE & 77TH LANE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HEREBY DEDICATES TO THE PUBLIC, FOR USE AS SUCH, THE STREETS AND ALSO HEREBY DEDICATES TO THE CITY OF GLENDALE THE WATER AND SEWER EASEMENT AS SHOWN ON SAID PLAT AND INCLUDED IN THE ABOVE DESCRIBED PREMISES.

IN WITNESS WHEREOF, MYRTLE & 77TH LANE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, AS OWNER, HAS HERE UNDER CAUSED ITS NAME TO BE SIGNED AND THE SAME TO BE ATTESTED BY THE SIGNATURE OF BRUCE HIRBY, ITS OWNER THEREUNTO DULY AUTHORIZED THIS _____ DAY OF AUGUST, 2015.

BRUCE HIRBY/PRESIDENT

ACKNOWLEDGMENT

STATE OF ARIZONA }
COUNTY OF MARICOPA } ss

BEFORE ME THIS _____ DAY OF AUGUST, 2015, BRUCE HIRBY PERSONALLY APPEARED BEFORE ME, THE UNDERSIGNED NOTARY PUBLIC, WHO ACKNOWLEDGED HIMSELF TO BE OWNER OF MYRTLE & 77TH LANE, L.L.C., AN ARIZONA LIMITED LIABILITY COMPANY, THE LEGAL OWNER OF THE PROPERTY PLATTED HEREON AND ACKNOWLEDGE THAT AS BRUCE HIRBY, EXECUTED THIS INSTRUMENT FOR THE PURPOSES HEREIN CONTAINED.

IN WITNESS WHEREOF, I HEREBY SET MY HAND AND OFFICIAL SEAL.

BY: _____ NOTARY PUBLIC MY COMMISSION EXPIRES _____

CITY NOTES

THIS SUBDIVISION IS LOCATED WITHIN THE CITY OF GLENDALE WATER SERVICE AREA WHICH HAS BEEN DESIGNATED AS HAVING AN ASSURED WATER SUPPLY PROVIDED UNDER A.R.S. SECTION 45-576.

ALL NEW UTILITIES AND ALL EXISTING UTILITIES, EXCEPT ELECTRICAL TRANSMISSION LINES CARRYING 89 KV OR MORE, WITHIN OR CONTIGUOUS TO THIS SITE, SHALL BE PLACED UNDERGROUND.

EXCEPT FOR CONSTRUCTION AND IMPROVEMENTS BY GOVERNMENTAL ENTITIES AND CERTIFICATED PUBLIC UTILITIES, CONSTRUCTION AND IMPROVEMENTS WITHIN EASEMENTS SHALL BE LIMITED TO ONLY THE FOLLOWING:

(a) WOOD, WIRE OR REMOVABLE SECTION TYPE FENCING, LANDSCAPE PLANT MATERIAL AND RELATED IRRIGATION.

(b) CONSTRUCTION, STRUCTURES OR BUILDINGS EXPRESSLY APPROVED IN WRITING BY ALL PUBLIC UTILITIES AND THE CITY OF GLENDALE WHICH USE OR SHALL USE THE UTILITY EASEMENT.

ALL LANDSCAPE TRACTS, LANDSCAPE EASEMENTS AND LANDSCAPE WITHIN ARTERIAL AND COLLECTOR STREETS DEDICATED BY THIS PLAT SHALL BE MAINTAINED BY THE DEVELOPMENT HOMEOWNER'S ASSOCIATION.

FIRE DEPARTMENT ACCESS AND WATER SUPPLY REQUIREMENTS SHALL BE IN PLACE PRIOR TO THE START OF VERTICAL CONSTRUCTION.

NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED WITHIN ANY DRAINAGE EASEMENTS WHICH WOULD IMPEDE THE FLOW OF WATER OVER, UNDER, OR THROUGH THE DRAINAGE EASEMENT. LANDSCAPING IS ALLOWED AS APPROVED BY THE LANDSCAPE ARCHITECT. THE CITY OF GLENDALE MAY, IF IT SO DESIRES, CONSTRUCT AND/OR MAINTAIN DRAINAGE FACILITIES ON OR UNDER THE LAND IN THE EASEMENTS.

ALL EASEMENTS ARE SUBORDINATE TO THE DRAINAGE EASEMENTS.

NO STRUCTURE OF ANY KIND MAY BE CONSTRUCTED ON, OVER, OR PLACED PLACED WITHIN THE WATER & SEWER EASEMENTS EXCEPT PAVING, OR PLANTING EXCEPT GROUNDCOVER. IT SHALL BE FURTHER UNDERSTOOD THAT THE CITY OF GLENDALE SHALL NOT BE REQUIRED TO REPLACE ANY OBSTRUCTIONS OR PLANTING THAT MUST BE REMOVED DURING THE COURSE OF MAINTENANCE, CONSTRUCTION, OR RECONSTRUCTION OF CITY UTILITIES

A HOMEOWNERS ASSOCIATION, INCLUDING ALL LOT OWNERS IN PARKSIDE, WILL BE FORMED AND HAVE THE RESPONSIBILITY FOR MAINTAINING ALL COMMON AREAS, TO BE NOTED AS TRACTS, INCLUDING LANDSCAPED AREAS, PERIMETER WALLS AND DRAINAGE FACILITIES. IN ACCORDANCE WITH THE APPROVED PLANS.

SURVEYORS NOTES

1. THE BASIS OF BEARING IS THE MONUMENT LINE OF 77TH STREET, ALSO BEING THE NORTH LINE OF THE SOUTHWEST QUARTER OF SECTION 2, USING A BEARING OF NORTH 89 DEGREES 02 MINUTES 55 SECONDS EAST, PER RESULTS OF SURVEY, BOOK 738 OF MAPS, PAGE 31, RECORDS OF MARICOPA COUNTY, ARIZONA.

2. ALL TITLE INFORMATION AND THE DESCRIPTION SHOWN IS BASED ON A COMMITMENT FOR TITLE INSURANCE ISSUED BY STEWART TITLE GUARANTY COMPANY, ORDER NUMBER 14180022, DATED MAY 6, 2014.

APPROVALS

THIS IS TO CERTIFY THAT THIS FINAL PLAT HAS BEEN PREPARED IN GENERAL CONFORMANCE TO THE PRELIMINARY PLAT OF THIS SUBDIVISION APPROVED BY THE CITY OF GLENDALE PLANNING AND ZONING COMMISSION ON MARCH 5, 2015.

PLANNING DIRECTOR _____ DATE _____
CITY OF GLENDALE, ARIZONA

THIS IS TO CERTIFY THAT ALL ENGINEERING PLANS FOR PUBLIC IMPROVEMENTS ASSOCIATED WITH THIS SUBDIVISION HAVE BEEN APPROVED AND THAT ALL NECESSARY ASSURANCES FOR THESE IMPROVEMENTS HAVE BEEN RECEIVED IN A FORM ACCEPTABLE TO THE CITY.

CITY ENGINEER OR DESIGNEE _____ DATE _____

APPROVED BY THE CITY OF GLENDALE, ARIZONA THIS THE _____ DAY OF AUGUST, 2015.

BY: _____ MAYOR

ATTEST BY: _____ CITY CLERK

AREA TABLE

LOT 1	6,119 SQ. FT. 0.140 ACRES	LOT 8	6,641 SQ. FT. 0.152 ACRES
LOT 2	6,992 SQ. FT. 0.161 ACRES	LOT 9	6,646 SQ. FT. 0.153 ACRES
LOT 3	8,260 SQ. FT. 0.190 ACRES	LOT 10	6,652 SQ. FT. 0.153 ACRES
LOT 4	7,014 SQ. FT. 0.161 ACRES	LOT 11	6,658 SQ. FT. 0.153 ACRES
LOT 5	7,845 SQ. FT. 0.180 ACRES	LOT 12	6,609 SQ. FT. 0.152 ACRES
LOT 6	6,864 SQ. FT. 0.158 ACRES	LOT 13	7,094 SQ. FT. 0.163 ACRES
LOT 7	6,449 SQ. FT. 0.148 ACRES	TRACT A	10,283 SQ. FT. 2.299 ACRES
TOTAL OF LOTS 1 - 13 & TRACT A		100,126 SQ. FT. 2.299 ACRES	
TOTAL GROSS AREA		147,755 SQ. FT. 3.392 ACRES	

ENGINEER

SUPERIOR SURVEYING SERVICES INC.
12415 N. 23RD AVENUE
PHOENIX, ARIZONA 85027
(623) 869-0223

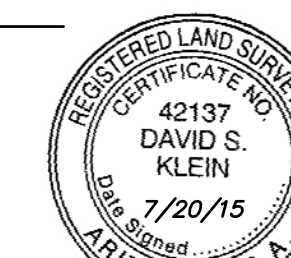
OWNER

MYRTLE & 77TH LANE, L.L.C.,
AN ARIZONA LIMITED LIABILITY COMPANY
4531 N. 16TH STREET, SUITE 110
PHOENIX, AZ 85016
PHONE: (602) 508-8500

CERTIFICATION

THIS IS TO CERTIFY THAT THE SURVEY AND SUBDIVISION OF THE PREMISES DESCRIBED AND PLATTED HEREON WAS MADE UNDER MY DIRECTION DURING THE MONTH OF JULY, 2015; THAT THE SURVEY IS TRUE AND COMPLETE AS SHOWN; THAT THE MONUMENTS SHOWN ACTUALLY EXIST OR WILL BE SET AS SHOWN; THAT THEIR POSITIONS ARE CORRECTLY SHOWN; AND THAT SAID MONUMENTS ARE SUFFICIENT TO ENABLE THE SURVEY TO BE RETRACED.

DAVID S. KLEIN
R.L.S. 42137
JULY 20, 2015



-FOR REVIEW-
NOT FOR
CONSTRUCTION
OR RECORDING

EXPIRES 3/31/17

FINAL PLAT FOR PARKSIDE
A PLANNED RESIDENTIAL DEVELOPMENT
7227 N. 77TH AVENUE, GLENDALE, AZ 85303

21415 N. 23rd Avenue, Phoenix, AZ 85027
623-869-0223 (office) 623-869-0726 (fax)
www.superiorsurveying.com
info@superiorsurveying.com



DWN: GBF CHK: DK

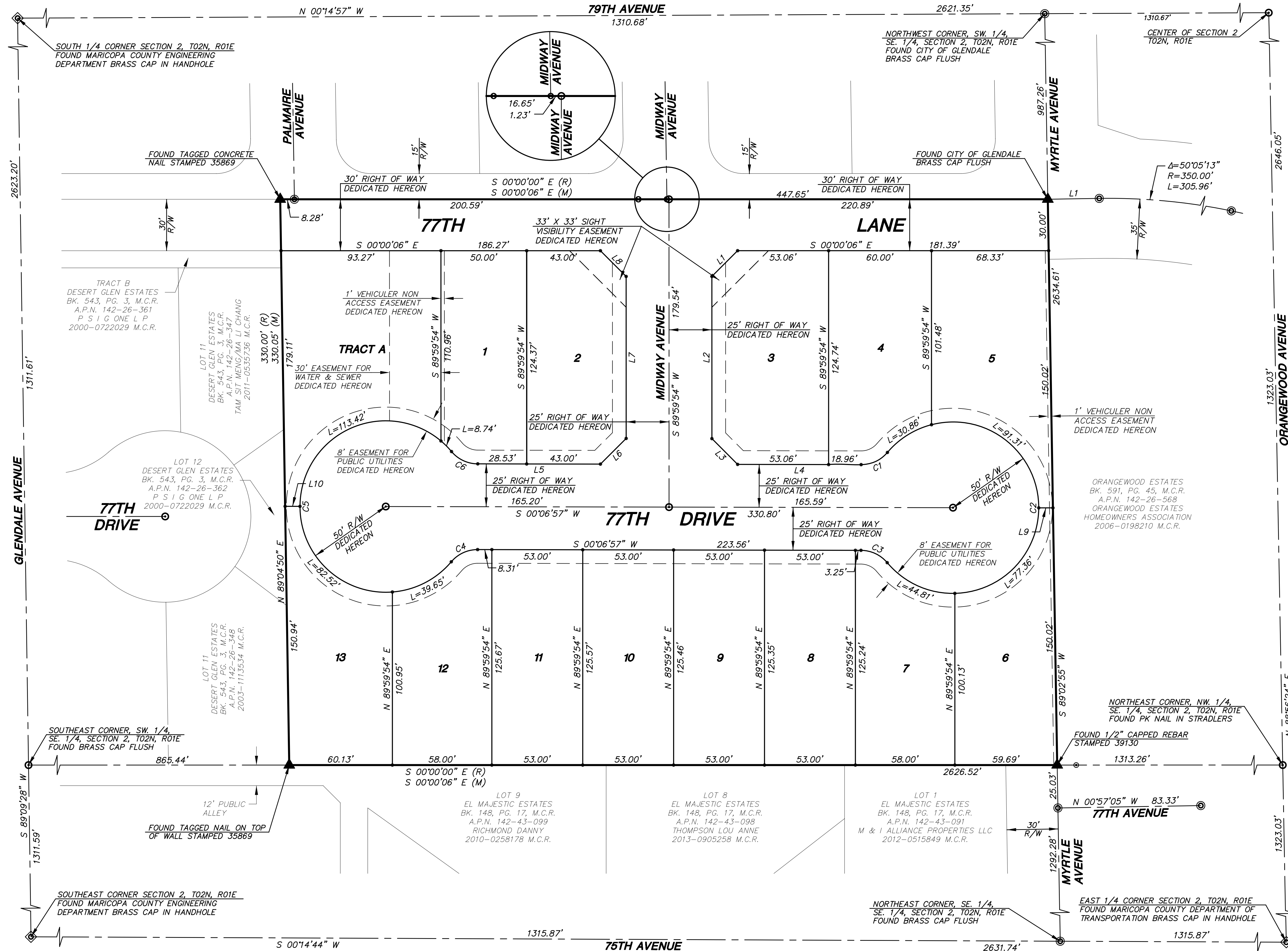
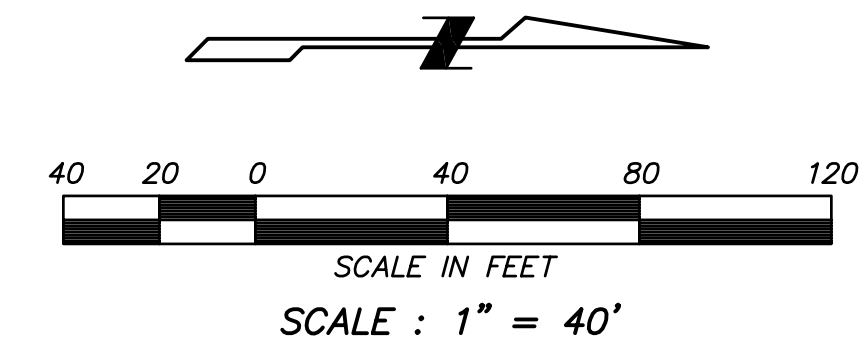
SHEET 1 OF 2

DATE: 7/20/15

JOB NO.: 140808

FINAL PLAT FOR PARKSIDE "A PLANNED RESIDENTIAL DEVELOPMENT"

CURVE TABLE					
CURVE	RADIUS	DELTA	LENGTH	CHORD BEARING	CHORD DISTANCE
C1	20.00'	49°59'41"	17.45'	N24°52'54"W	16.90'
C2	50.00'	279°59'23"	244.34'	N89°53'03"W	64.29'
C3	20.00'	49°59'41"	17.45'	S25°06'47"W	16.90'
C4	20.00'	49°59'41"	17.45'	S24°52'54"E	16.90'
C5	50.00'	279°59'23"	244.34'	S89°53'03"E	64.29'
C6	20.00'	49°59'41"	17.45'	N25°06'47"E	16.90'



LINE TABLE		
LINE	BEARINGS	LENGTH
L1	S 45°00'06" E	21.21'
L2	N 89°59'54" E	94.60'
L3	N 45°03'25" E	21.23'
L4	N 00°06'57" E	72.03'
L5	N 00°06'57" E	71.53'
L6	N 44°56'35" W	21.19'
L7	S 89°59'54" W	94.49'
L8	S 44°59'54" W	21.21'
L9	S 00°06'57" W	8.28'
L10	S 00°06'57" W	8.68'

LEGEND

- SUBDIVISION BOUNDARY LINE
- LOT BOUNDARY LINE
- CENTER LINE OR MONUMENT LINE
- ▲ SUBDIVISION CORNER FOUND OR SET AS LABELED
- ⊗ FOUND 1/2" REBAR NO IDENTIFICATION
- ⊙ FOUND 1/2" CAPPED REBAR STAMPED 39130
- ⊗ FOUND TAGGED CONCRETE NAIL STAMPED 35869
- ⊙ FOUND CITY OF GLENDALE BRASS CAP FLUSH (UNLESS OTHERWISE NOTED)
- ⊙ SET 1/2" REBAR WITH CAP * NO MONUMENT FOUND OR SET (UNLESS OTHERWISE NOTED)
- LOT CORNER 1/2" CAPPED REBAR STAMPED 42137 TO BE SET AT COMPLETION OF MASS GRADING
- A.P.N. ASSESSORS PARCEL NUMBER
- M.C.R. MARICOPA COUNTY RECORDS
- R/W RIGHT OF WAY
- BK. BOOK
- PG. PAGE

FINAL PLAT FOR PARKSIDE
 A PLANNED RESIDENTIAL DEVELOPMENT
 7227 N. 77TH AVENUE, GLENDALE, AZ 85303

21415 N. 23rd Avenue, Phoenix, AZ 85027
 623-869-0223 (office) 623-869-0726 (fax)
 www.superiorsurveying.com
 info@superiorsurveying.com



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 OR RECORDING