



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Voting Meeting Agenda City Council

Mayor Jerry Weiers
Vice Mayor Yvonne J. Knaack
Councilmember Norma Alvarez
Councilmember Sammy Chavira
Councilmember Ian Hugh
Councilmember Manny Martinez
Councilmember Gary Sherwood

Tuesday, October 14, 2014

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

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

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

APPROVAL OF THE MINUTES OF SEPTEMBER 23, 2014

1. **14-346** APPROVAL OF THE MINUTES OF SEPTEMBER 23, 2014
Staff Contact: Pamela Hanna, City Clerk

Attachments: [Minutes of 092314](#)

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. **14-244** APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS CLUB
Staff Contact: Susan Matousek, Revenue Administrator

- Attachments:** [Application](#)
[Calls for Service](#)
3. **14-246** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. RAPHAEL CATHOLIC CHURCH
Staff Contact: Susan Matousek, Revenue Administrator
- Attachments:** [Application](#)
[Calls for Service](#)
4. **14-238** APPROVE LIQUOR LICENSE NO. 5-14308, SUSHI CATCHER
Staff Contact: Susan Matousek, Revenue Administrator
- Attachments:** [Map](#)
[Calls for Service](#)
5. **14-241** APPROVE LIQUOR LICENSE NO. 5-14476, CRAVE GOURMET WAFFLE SANDWICHES
Staff Contact: Susan Matousek, Revenue Administrator
- Attachments:** [Map](#)
[Calls for Service](#)
6. **14-289** POSITION RECLASSIFICATIONS
Staff Contact: Jim Brown, Director, Human Resources & Risk Management
- Attachments:** [Classification Study Status Report for Council Meeting 10-14-14](#)
7. **14-293** AWARD OF BID IFB 14-36, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE RESIDENTIAL WATER METERS FROM BADGER METER, INC.
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:** [IFB 14-36 Entire packet.pdf](#)
[IFB 14-36 Tabulation Sheet.pdf](#)
[IFB 14-36 Signed acceptance.pdf](#)
8. **14-294** AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL CONSULTANTS, INC. FOR IMPROVEMENTS AT THE CHOLLA WATER TREATMENT PLANT
Staff Contact: Craig Johnson, P.E., Director, Water Services
- Attachments:** [Ninyo and Moore_Cholla project, signed contract.pdf](#)
9. **14-259** AUTHORIZATION FOR THE CITY MANAGER TO APPROVE A ONE YEAR SOFTWARE LICENSE AMENDMENT AND EXERCISE THE OPTION TO PURCHASE AN ELECTRONIC SCANNER FROM IMPRESSION TECHNOLOGY, INC.
Staff Contact: Tom Duensing, Director, Finance and Technology
- Attachments:** [Contract 7133-3](#)

10. 14-314 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET AND APPROVE THE PURCHASE OF FOUR VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief
Attachments: [Linking Agreement - Midway Chevrolet](#)
11. 14-319 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LARRY H. MILLER TOYOTA AND APPROVE THE PURCHASE OF FIVE VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief
Attachments: [Linking Agreement - Larry H Miller Toyota](#)
12. 14-320 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC. AND APPROVE THE PURCHASE OF TWO VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT
Staff Contact: Debora Black, Police Chief
Attachments: [Linking Agreement - Don Sanderson Ford, Inc.](#)
13. 14-261 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH H&E EQUIPMENT SERVICES, INC. AND APPROVE THE PURCHASE OF TWO FIRE PUMPERS UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT
Staff Contact: Jack Friedline, Director, Public Works
Attachments: [Linking Agreement](#)
14. 14-265 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELXSI, INC. AND APPROVE THE PURCHASE OF A WASTEWATER CAMERA TRUCK UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT
Staff Contact: Jack Friedline, Director, Public Works
Attachments: [Linking Agreement](#)
15. 14-323 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH RBC CAPITAL MARKETS, LLC FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES UTILIZING AN ARIZONA STATE AND RBC CAPITAL MARKETS, LLC PURCHASING COOPERATIVE CONTRACT
Staff Contact: Tom Duensing, Director, Finance and Technology
Attachments: [Linking Agreement - RBC Capital Markets](#)

CONSENT RESOLUTIONS

16. 14-269 AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR

FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X103 -
DIAL-A-RIDE AND GUS BUS REPLACEMENT AND MAINTENANCE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4860](#)
 [AZ-90-X103 Contract](#)

17. **14-306** AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR
FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-37-X017 - ROUTE 60
(BETHANY HOME ROAD) OPERATING EXPENSES
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4861](#)
 [AZ-37-X017 Contract](#)

18. **14-309** AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR
FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-57-X013 -
OPERATING ASSISTANCE FOR THE TAXI PROGRAM
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4862](#)
 [AZ-57-X013 Contract](#)

19. **14-310** AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN
INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR
FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X109 -
DIAL-A-RIDE BUS REPLACEMENT AND MAINTENANCE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4863](#)
 [AZ-90-X109 Contract](#)

20. **14-271** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION
FOR TRAFFIC DATA COLLECTORS AT KEY LOCATIONS THROUGHOUT
GLENDALE
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Resolution 4864](#)
 [Travel Time Data Collectors IGA](#)

21. **14-272** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL
AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION
FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG
51st, OLIVE AND NORTHERN AVENUES
Staff Contact: Jack Friedline, Director, Public Works.

- Attachments:** [Resolution 4865](#)
[51 Olive IGA](#)
22. **14-273** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR OVERHEAD LANE CONTROL SIGNS ALONG MARYLAND AVENUE, BETWEEN 95th AND 99th AVENUES
Staff Contact: Jack Friedline, Director, Public Works
- Attachments:** [Resolution 4866](#)
[Reversible Lane Control IGA](#)
23. **14-290** AMENDMENT TO THE IGA AND THE PURCHASE AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROPERTY ADJACENT TO CAMELBACK RANCH
Staff Contact: Michael Bailey, City Attorney
- Attachments:** [Resolution 4867](#)
[First Amendment to 2009 IGA with Phoenix](#)
[First Amendment to Real Estate Purchase Agreement with Phoenix](#)
24. **14-302** AUTHORIZATION TO ACCEPT THE FY2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE CITY PROSECUTOR'S OFFICE AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Michael Bailey, City Attorney
- Attachments:** [Resolution 4868](#)
[FY 2015 Victims' Rights Program Grant Award Agreement-Prosecutors](#)
25. **14-308** AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE POLICE DEPARTMENT AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL
Staff Contact: Debora Black, Police Chief
- Attachments:** [Resolution 4869](#)
[Agreement - VRP Award for PD](#)
26. **14-277** AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION PHOENIX FIELD OFFICE TO PARTICIPATE IN A HUMAN TRAFFICKING TASK FORCE
Staff Contact: Debora Black, Police Chief
- Attachments:** [Resolution 4870](#)
[Agreement Notice - MOU with FBI GPAHTTF](#)
27. **14-278** AUTHORIZATION TO ENTER INTO CONTRACT 2015-PT-015 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM

OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4871](#)[Agreement - GOHS Grant 2015-PT-015 STEP OT](#)

28. 14-279 AUTHORIZATION TO ENTER INTO CONTRACT 2015-OP-003 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION OVERTIME EXPENSES
Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4872](#)[Agreement - GOHS Grant 2014-OP-003 Occ Protect OT](#)

29. 14-281 AUTHORIZATION TO ENTER INTO CONTRACT 2015-PT-055 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE PURCHASE OF SELECTIVE TRAFFIC ENFORCEMENT PROGRAM EDUCATION EQUIPMENT
Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4873](#)[Agreement - GOHS Grant 2015-PT-055 STEP Equipment](#)

30. 14-282 AUTHORIZATION TO ENTER INTO CONTRACT 2015-HV-008 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR DRIVING UNDER THE INFLUENCE/HIGH VISIBILITY ENFORCEMENT OVERTIME EXPENSES
Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4874](#)[Agreement - GOHS Grant 2014-HV-008 DUI Alcohol Enforce OT](#)

31. 14-283 AUTHORIZATION TO ENTER INTO CONTRACT 2015-405d-025 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE PURCHASE OF DRIVING UNDER THE INFLUENCE/IMPAIRED DRIVING ENFORCEMENT EQUIPMENT
Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4875](#)[Agreement - GOHS Grant 2015-405d-025 DUI Enforce Equip](#)

32. 14-286 AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK
Staff Contact: Debora Black, Police Chief

Attachments:[Resolution 4876](#)[Agreement - MOU with Phoenix PD for use of NIBIN](#)

PUBLIC HEARING - LAND DEVELOPMENT ACTIONS

33. 14-299 ANNEXATION APPLICATION AN-197: ZANJERO PASS
(PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [AN-197 Blank Petition Recorded](#)
[AN-197a](#)
[AN-197](#)

34. 14-300 ANNEXATION APPLICATION AN-196: 99th AVENUE RIGHT-OF-WAY
(PUBLIC HEARING REQUIRED)
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [AN-196 Blank Petition Recorded](#)
[AN-196a](#)
[AN-196](#)

LAND DEVELOPMENT ACTIONS

35. 14-301 FINAL PLAT APPLICATION FP14-03: CATANIA - 8645 WEST GLENDALE
AVENUE
Staff Contact: Jon M. Froke, AICP, Planning Director

Attachments: [Catania Final Plat](#)
[FP14-03](#)
[FP14-03a](#)

ORDINANCES

36. 14-268 AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH
SOMETHING SPECIAL EVENTS, LLC TO OPERATE A RESTAURANT AT THE
GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2905](#)
[Contract](#)

37. 14-280 ADOPT AN ORDINANCE TO GRANT A NON-EXCLUSIVE ACCESS EASEMENT
TO THE ROOSEVELT IRRIGATION DISTRICT
Staff Contact: Jack Friedline, Director, Public Works

Attachments: [Ordinance 2906 with exhibit.pdf](#)
[RID Easement Document](#)
[RID CC Aerial](#)

38. 14-159 ADOPT AN ORDINANCE REPEALING GLENDALE CITY CODE, CHAPTER 2,
ARTICLE VIII, DIVISION 7, AUDIT COMMITTEE

Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Ordinance 2907](#)

39. 14-297 FISCAL YEAR 2013-2014 BUDGET AMENDMENTS

Staff Contact: Tom Duensing, Director, Finance and Technology

Attachments: [Ordinance 2908 with exhibit.pdf](#)

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

CITIZEN COMMENTS

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

COUNCIL COMMENTS AND SUGGESTIONS

ADJOURNMENT

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

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

This agenda has been reviewed and approved for posting by Brenda S. Fischer, ICMA-CM, City Manager.



City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301

Legislation Description

File #: 14-346, Version: 1

APPROVAL OF THE MINUTES OF SEPTEMBER 23, 2014

Staff Contact: Pamela Hanna, City Clerk

City of Glendale

5850 West Glendale Avenue
Glendale, AZ 85301



Meeting Minutes - Final

Tuesday, September 23, 2014

6:00 PM

Voting Meeting

Council Chambers

City Council

Mayor Jerry Weiers

Vice Mayor Yvonne J. Knaack

Councilmember Norma Alvarez

Councilmember Sammy Chavira

Councilmember Ian Hugh

Councilmember Manny Martinez

Councilmember Gary Sherwood

CALL TO ORDER

Present: 7 - Mayor Jerry Weiers, Vice Mayor Yvonne J. Knaack, Councilmember Ian Hugh, Councilmember Manny Martinez, Councilmember Norma Alvarez, Councilmember Gary Sherwood, and Councilmember Sammy Chavira

*Councilmember Sherwood appeared telephonically.
Councilmember Sherwood and Councilmember Hugh left after Item 15 was heard and voted upon.*

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

PLEDGE OF ALLEGIANCE

PRAYER/INVOCATION

Pastor Kega Leffard from First Christian Church offered the invocation.

APPROVAL OF THE MINUTES OF SEPTEMBER 9, 2014

- 1. **14-274** APPROVAL OF THE MINUTES OF SEPTEMBER 9, 2014
Staff Contact: Pamela Hanna, City Clerk

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

Aye: 7 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Alvarez, Councilmember Sherwood, and Councilmember Chavira

BOARDS, COMMISSIONS & OTHER BODIES

APPROVE RECOMMENDED APPOINTMENTS TO BOARDS, COMMISSIONS AND OTHER BODIES

- 2. **14-221** BOARDS, COMMISSIONS & OTHER BODIES
Staff Contact: Brent Stoddard, Director, Intergovernmental Programs

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

Aye: 7 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Alvarez, Councilmember Sherwood, and Councilmember Chavira

PROCLAMATIONS AND AWARDS

3. **14-181** PROCLAIM SEPTEMBER 22 - 26, 2014 AS NATIONAL EMPLOYER SUPPORT OF THE GUARD AND RESERVE WEEK
Staff Contact: Jim Brown, Director, Human Resources and Risk Management
Accepted By: Scott Essex, Employer Support of the Guard and Reserve
This agenda item was read into the record.
4. **14-022** PROCLAIM OCTOBER 2014 AS DOMESTIC VIOLENCE AWARENESS MONTH
Staff Contact: Debora Black, Police Chief
Accepted By: Mary Kay Hoskovec, Caseworker, Glendale Family Advocacy Center
Accepted By: Jennifer Fisher, Volunteer, Glendale Police Department Victim Assistance Unit
This agenda item was read into the record.

CONSENT AGENDA

5. **14-138** APPROVE SPECIAL EVENT LIQUOR LICENSE, ACTIVE 20/30 CLUB OF GLENDALE #131
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
6. **14-170** APPROVE SPECIAL EVENT LIQUOR LICENSE, MARINE CORPS SCHOLARSHIP FOUNDATION
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
7. **14-171** APPROVE SPECIAL EVENT LIQUOR LICENSE, NATIONAL KIDNEY FOUNDATION OF ARIZONA
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
- 17 **14-173** APPROVE SPECIAL EVENT LIQUOR LICENSE, GLENDALE CIVIC PRIDE AMBASSADORS FOUNDATION
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
9. **14-174** APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. THOMAS MORE PARISH
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.

10. 14-178 APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. HELEN CATHOLIC CHURCH
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
11. 14-179 APPROVE SPECIAL EVENT LIQUOR LICENSE, CITY OF GLENDALE OFFICE OF SPECIAL EVENTS
Staff Contact: Susan Matousek, Revenue Administrator
This agenda item was approved.
12. 14-220 AGREEMENT WITH KaBOOM! FOR CONSTRUCTION OF NEW PLAYGROUND AT BONSALL PARK NORTH
Staff Contact: Erik Strunk, Director, Community Services
This agenda item was approved.
13. 14-201 EXPENDITURE AUTHORIZATION AND RATIFICATION FOR ELECTRICITY SERVICE FROM ARIZONA PUBLIC SERVICE COMPANY
Staff Contact: Erik Strunk, Director, Community Services
This Consent was approved
14. 14-200 AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH SPRINT SOLUTIONS, INC. FOR CELLULAR SERVICES
Staff Contact: Tom Duensing, Director, Finance and Technology
This agenda item was approved.
18. 14-134 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLE LUBRICANTS FROM NORTH AMERICAN LUBRICANTS FOR THE PUBLIC WORKS DEPARTMENT
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
19. 14-135 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM LZ DELTA, LLC
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.
20. 14-136 EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM SAN TAN AUTO PARTNERS, LLC
Staff Contact: Jack Friedline, Director, Public Works
This agenda item was approved.

- 21. **14-137** EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF TIRES AND SERVICES FROM GCR TIRE CENTERS FOR PUBLIC WORKS; AND THE RATIFICATION OF EXPENDITURES FOR TIRE SERVICES

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

- 22. **14-140** EXPENDITURE AUTHORIZATION FOR COOPERATIVE PURCHASE OF VEHICLES FROM COURTESY CHEVROLET

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

- 23. **14-141** EXPENDITURE AUTHORIZATION FOR THE COOPERATIVE PURCHASE OF JANITORIAL SUPPLIES FROM WAXIE'S ENTERPRISES, INC.

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

A motion was made by Knaack, seconded by Chavira, that Consent Agenda Items 1 through 14 and 18 through 23 be approved. The motion carried by the following vote:

Aye: 7 - Mayor Weiers, Vice Mayor Knaack, Councilmember Hugh, Councilmember Martinez, Councilmember Alvarez, Councilmember Sherwood, and Councilmember Chavira

- 15. **14-212** AUTHORIZATION FOR A CONTRACT AMENDMENT WITH GRANICUS, INC. FOR MEETING EFFICIENCY/VOTECAST IMPLEMENTATION

Staff Contact: Tom Duensing, Director, Finance and Technology

A motion was made by Councilmember Alvarez, seconded by Councilmember Hugh, that this agenda item be tabled. The motion failed by the following vote:

Aye: 3 - Mayor Weiers, Councilmember Hugh, and Councilmember Alvarez

Nay: 4 - Vice Mayor Knaack, Councilmember Martinez, Councilmember Sherwood, and Councilmember Chavira

Mr. Duensing said this item requests approval for implementation and maintenance of the meeting efficiency/votecast software. He provided some background information that was presented at previous meetings and staff was directed to bring this item forward at the May 6, 2014 Workshop. He explained the meeting efficiency process and said it was based on Robert's Rules of Order to make council meetings more efficient. He explained the primary uses of the software. Mr. Duensing said Mr. Murphy, IT Director, was available to answer any questions.

Councilmember Alvarez asked when the public sees how each Councilmember votes.

Mr. Duensing said as items are up for a vote, the public does not see it until the Mayor closes the vote on the agenda item.

Councilmember Alvarez said she had a problem with that. She said she is for transparency and the public should be able to see who voted for what immediately. She also said Councilmember should not be making any decisions when 3 current Councilmembers may not be there in December. She said the new city council should be making these decisions. She also said they are under an investigation for violation of the open meeting law. She said she can't see them making a decision like this and then later on having to retract their decision. She said this item should be tabled until the new council comes in.

Councilmember Alvarez moved to table this item until after the new council comes in.

Councilmember Hugh seconded the motion.

Councilmember Alvarez, Councilmember Hugh and Mayor Weiers voted aye, Vice Mayor Knaack, Councilmember Martinez, Councilmember Chavira and Councilmember Sherwood voted nay. The motion did not carry.

Councilmember Hugh commented and said the reason he wanted to table this item was he has been watching the campaigns unfold and candidates seem to be speaking out against the new voting software for the council meetings. He said he would like to give the new council a chance to vote on it. He felt it was a cost he didn't think the city needed to spend. He asked if Mr. Duensing had broken down the costs per year.

Mr. Duensing said the cost was about \$26,000 one time and the cost for ongoing support is approximately \$17,000 per year and going up to \$18,000 in the 4th year.

Councilmember Hugh said that means it would be about \$2,000 per voting meeting.

Ms. Fischer said it would also be used for the Planning Commission, so that should be taken into consideration in the calculation.

Mr. Duensing said it would be approximately \$43,000 for the first year depending on the number of meetings.

Councilmember Hugh asked if it was \$96,000 for the first year.

Mr. Duensing said it is \$43,000 for the first year, \$17,000 for the 2nd year, \$17,000 for the 3rd year and \$18,000 for the 4th year, for a total of \$96,000 over the four years.

Councilmember Hugh said the agreement said it was not to exceed \$191,000 for the length of the contract.

Mr. Duensing said the city's agenda's management system is also included in those numbers. The item tonight is an amendment to that original contract.

Mayor Weiers asked if there were any other costs associated with the electronic voting

at all.

Mr. Duensing said the city could try and quantify any additional costs, but at this time, the costs presented are for the vendor. He said cost of the city going paperless as well could offset the costs of the software.

Mayor Weiers asked if the Councilmembers would need to have an iPad or tablet.

Mr. Duensing said as part of the implementation and the upfront cost, the tablets would be provided and installed and remains at the desks for City Council or Board and Commission use in the Council Chambers. He said that cost is included in the original \$43,000.

Mayor Weiers asked if there were additional labor costs.

Mr. Duensing said he was not aware of any additional labor costs.

Mayor Weiers said he was told the city would need an additional staff member to assist with this.

Ms. Fischer confirmed that Mayor Weiers was talking about staff present at tonight's meeting. She said the staff that was present at the meetings now was the staff that would be utilized.

Mayor Weiers said he was told that the City Clerk's office would have to bring in an additional person.

Ms. Fischer said the phase they have already implemented has included an additional staff member, so the upgrades presented in this item would not include an increase of staff.

Mayor Weiers asked Mr. Bailey if this passes today, and the new Council opposes this, how does the Council get out of this contract.

Mr. Bailey said there were options. He said the term of the underlying contract is in effect for one year after the date it was entered into, and there are options for three more years in one year increments. He said the Councilmembers have the right to renew it every year. He said if the Council does not want to renew it after a year, they do not have to.

Mayor Weiers asked if it was correct to assume that they could stop this contract after the first year by not allowing anymore funds for it in the general fund.

Mr. Bailey said that was one option. He said there was a restriction on that act, and said it must not be for convenience. He said the way the agreement is structured, if the Council chooses not to renew annually, and then the contract is done.

Mayor Weiers said they are still stuck with spending the initial \$43,000 no matter what.

Mr. Bailey said if there are any amounts due and owing, the city would need to pay those amounts.

Councilmember Alvarez said the city does not have any money. She said she would still vote against it and let the new Councilmembers make the decision about it.

Councilmember Chavira said this system does make the meeting run very smoothly and going paperless is the wave of the future. He is in favor of this and said this is the

way the city needs to go.

Councilmember Sherwood said the new Councilmembers are coming on; maybe the Council shouldn't have any more meetings until they come on. He said he is favor of this and it is part of the modules they already have. He said it is efficient.

Councilmember Martinez asked Mr. Bailey a question regarding a point of order. He said they should have been asking questions when the presentation was made. He said they are now discussing why they should or should not have this and no motion has been made. He asked if there should be a motion first.

Mr. Bailey said there is no reason why they cannot have a robust discussion on this issue.

Councilmember Martinez said they are used to doing things in a certain way and some are resistant to change. He said this is a good change and there are other cities using this process. He said it is the wave of the future. He said once they change over, he believed the Councilmembers would find it easier. He also said the audience knows how the vote is going to go after listening to the discussions about the item. He said once they press the button, everyone will know how each Councilmember voted.

Councilmember Alvarez said it is important to consider what the other candidates and the public want. She said if a person wants to make a comment, they only get three minutes to speak. Now, there is no fear in how each Councilmember votes, but she has the fear of spending money. She said they don't need to spend the money and they should be conservative.

Vice Mayor Knaack said she has been using the system with her iPad and finds it very efficient and it is just a matter of getting used to it. She said they need to get into the 21st century. She said it is also very important to have this process for the transparency and accuracy of the minutes. She commented that she is still a Councilmember until December 9th and is voting what she thinks is right and not what the candidates want. She said when they are elected, they can vote what they think is right.

Councilmember Martinez made a motion to approve the contract with Granicus, and it was seconded by Councilmember Chavira.

Councilmember Alvarez said with all the issues in the community, they still don't have recreation programs, the streets are horrible and the budget still is in the negative. She said spending even the initial \$43,000 shows what kind of leadership the city has. She said the Councilmembers get paid and they offer the taxpayers nothing. She said the only thing she can think of was the fear of being criticized and if the Councilmembers can't take it, they should get out.

Councilmember Martinez said they have heard at meetings that they have no recreation programs. He said that is incorrect. They have recreation programs. He said Mr. Strunk put out a memo listing all the programs the city offers. He said of course they would like more programs, and to hear time after time there are no programs, it gets old. He mentioned how many times he has brought up the \$33,000 budgets that each Councilmember gets and the Councilmembers do not seem to be concerned about that. He said at least half of that could go to recreation programs. He said it is a question of priorities and they do have recreational programs.

Councilmember Alvarez said it is correct that they do not have any recreation programs. She said the recreation is provided by nonprofits and the majority of Council doesn't believe they should give money to nonprofits. She said there might be programs up at

Foothills. She said they do not have recreation programs and if they are provided, they are provided by nonprofits. She said the money comes from the \$33,000 the Councilmembers spend. She said the city needs recreation programs just like any other city.

Alie Helm, a Barrel resident, said she was very excited to speak before the Council. She was speaking to both sides of the issue, and said she did not feel the city had the money for this item. She felt the city should move into the electronic age, but said the money could be better spent elsewhere. She suggested the Council table this item until the city has the money. She said her money pays the salary of the city employees. She told the Council she did not want them to spend the money and to wait until they had the money to spend it.

Randy Miller, a Barrel resident, said he was not crazy about the software. He also said the city should not be spending the money right now. He said the Councilmembers shouldn't table the issue just so the next group of Councilmembers can vote on it. He said they should table the item until the city has more money in the budget. He said no one has talked about how cost effective this product was and he said it was not. He said his next comments came from only him and not the police department.

Mr. Miller said he works with the citizens police academy and said the city does not have a DARE program. He asked how far \$96,000 would go to reestablishing a DARE program. He also said the ROP program would also benefit from that money. He spoke about all the staff required to implement and support the software. He said the best and brightest employees will be required to get this system up and running. He suggested having the Councilmembers who want to give up part of their Council funds pay for this.

Lauren Tolmachoff, a Cholla resident, said when money gets tight, the city has to make a list of needs and wants. She believes this is a want, rather than a needed item. She said voting for this sends the wrong message to taxpayers. She said this does not make sense given the city's financial situation. It is not something the city should do now.

Mayor Weiers said the city hall building has roof leaks, and flooding in the basement. He also mentioned several other repairs that need to be done. He said it doesn't make any sense to spend that kind of money that isn't going to change anything. He said this is a legacy of big spending. He spoke about Councilmembers calling into the meetings and asked how this system would work if a Councilmember is calling in.

Mr. Bailey said he is not familiar how other cities handle that issue. Mr. Bailey said you cannot vote by proxy in Glendale. He said they could ask for a voice vote in that circumstance.

Ms. Fischer said in other cities that have this system, the Councilmembers that are present will push a button and the Councilmember appearing by phone gives an audible vote and it is recorded and posted by the clerk.

Mayor Weiers said electronic voting is good and it works, unless a Councilmember is not here so then they go back to the old system. He said it did not make a lot of sense to him. He said he wished the Council would reconsider and didn't like strapping the new Council with this system.

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

Aye: 4 - Vice Mayor Knaack, Councilmember Martinez, Councilmember Sherwood, and Councilmember Chavira

Nay: 3 - Mayor Weiers, Councilmember Hugh, and Councilmember Alvarez

ITEM 14-132 AND 14-133

16. 14-132 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH VIASUN CORPORATION FOR PAVEMENT SLURRY SEAL PROJECT

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

17. 14-133 AUTHORIZATION TO ENTER INTO A CONSTRUCTION AGREEMENT WITH CACTUS TRANSPORT, INC. FOR PAVEMENT OVERLAY AND RECONSTRUCTION PROJECT

Staff Contact: Jack Friedline, Director, Public Works

This agenda item was approved.

Mr. Friedline said these two items are on the city's 2014 pavement management rehab program. He said item 16 deals with slurry seal and item 17 is related to pavement overlay and reconstruction projects.

Councilmember Martinez said the city has a plan for the streets system and asked how it is determined which streets get the rehabilitation.

Mr. Friedline said the city contracts with a firm that provides the city with information on the quality of the city streets. He said the list is prioritized and they do their best to complete this list with the resources they have. He said they are continuously updating the prioritization list.

Councilmember Alvarez asked if they knew which streets were going to be resurfaced. She asked which districts would get the reconstructed streets.

Mr. Friedline provided a map of the reconstruction portion of the project. He said the section was on 57 Avenue between Beardsley and Utopia. He also said he had maps that reflected the slurry seal program as well. He said there were a lot more priorities than the city had money for. He said next year they will have about \$10 to \$12 million available to catch up on the street rehabilitation.

Councilmember Alvarez asked where the Ocotillo District would fall in reconstruction or resurfacing.

Mr. Friedline said a lot of the streets in the Ocotillo District are scheduled for slurry seal treatments.

Councilmember Alvarez asked how many miles of streets were included in the Ocotillo District.

Mr. Friedline said they have not done calculations per district. He explained in this contract, there were approximately 14 miles of streets scheduled for rehab. He gave the breakdown for each district.

Councilmember Alvarez said the prior department head told them they were going to take care of the streets that needed the least help. She said Ocotillo has a lot of bad streets. She would like to set up a meeting to discuss exactly where the money is going to go.

Mr. Friedline said the table presented at a workshop in December shows that information and is glad to meet with the Councilmembers at any time.

Councilmember Alvarez said she is interested in putting money into the Ocotillo district.

Councilmember Martinez said the numbers read by Mr. Friedline, and asked if Ocotillo had 4 miles of rehabbed streets out of 14 miles total. He said Ocotillo had not quite one fourth of the total rehab project.

Councilmember Alvarez asked if those 4 miles were reconstruction or resurfacing.

Mr. Friedline said those streets were going to get surface treatment and overlay.

Vice Mayor Knaack made a motion to approve consent items 16 and 17, which was seconded by Councilmember Chavira. Councilmember Alvarez voted nay, the motion

passed.

A motion was made by Knaack, seconded by Chavira, that agenda items #16 and #17 be approved. The motion carried by the following vote:

Aye: 4 - Mayor Weiers, Vice Mayor Knaack, Councilmember Martinez, and Councilmember Chavira

Nay: 1 - Councilmember Alvarez

Absent: 2 - Councilmember Hugh, and Councilmember Sherwood

CONSENT RESOLUTIONS

- 24. 14-184** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR CONTINUED PARTICIPATION IN THE ARIZONA VEHICLE THEFT TASK FORCE
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4856 NEW SERIES, A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE ENTERING INTO OF AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF PUBLIC SAFETY FOR PARTICIPATION IN THE ARIZONA VEHICLE THEFT TASK FORCE.*
- This agenda item was approved.**
- 25. 14-186** AUTHORIZATION TO ENTER INTO AN EQUITABLE SHARING AGREEMENT WITH THE UNITED STATES DEPARTMENT OF JUSTICE
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4857 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.*
- This agenda item was approved.**
- 26. 14-213** AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PRESCOTT TO PROVIDE LAW ENFORCEMENT AND SECURITY SERVICES FOR THE UNIVERSITY OF PHOENIX STADIUM
Staff Contact: Debora Black, Police Chief
- RESOLUTION NO. 4858 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 CITY OF PRESCOTT FOR PUBLIC SAFETY SERVICES AND SECURITY FOR EVENTS AT THE UNIVERSITY OF PHOENIX STADIUM ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.*
- This agenda item was approved.**

- 27. 14-145** AUTHORIZATION TO ENTER INTO AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE GRAND CANAL MULTIUSE PATHWAY
Staff Contact: Jack Friedline, Director, Public Works
- RESOLUTION NO. 4859 NEW SERIES, A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF AMENDMENT NO. ONE TO THE INTERGOVERNMENTAL AGREEMENT WITH THE STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE CONSTRUCTION OF A PATHWAY ALONG THE GRAND CANAL BETWEEN 107TH AVENUE AND SR101 IN GLENDALE.*
- This agenda item was approved.**

A motion was made by Councilmember Martinez, seconded by Vice Mayor Knaack, that Resolutions 4856, 4857, 4858 and 4859 be approved. The motion carried by the following vote:

- Aye:** 5 - Mayor Weiers, Vice Mayor Knaack, Councilmember Martinez, Councilmember Alvarez, and Councilmember Chavira
- Absent:** 2 - Councilmember Hugh, and Councilmember Sherwood

ORDINANCES

- 28. 14-148** ADOPT AN ORDINANCE AUTHORIZING A UTILITY EASEMENT TO CENTURYLINK, INC. AT GLENDALE MUNICIPAL AIRPORT
Staff Contact: Jack Friedline, Director, Public Works
- ORDINANCE NO. 2904 NEW SERIES, AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE EXECUTION OF A CONVEYANCE OF EASEMENT TO CENTURYLINK FOR PROPERTY LOCATED AT THE GLENDALE AIRPORT FOR THE PURPOSE OF UPGRADING AND REROUTING EXISTING TELEPHONE LINES; AND DIRECTING THE CITY CLERK TO RECORD A CERTIFIED COPY OF THIS ORDINANCE.*
- Mr. Friedline said Century Link recently upgraded telephone lines to the airport and an easement was granted.*
- A motion was made by Councilmember Chavira, seconded by Councilmember Martinez, that this agenda item be approved. The motion carried by the following vote:**
- Aye:** 5 - Mayor Weiers, Vice Mayor Knaack, Councilmember Martinez, Councilmember Alvarez, and Councilmember Chavira
- Absent:** 2 - Councilmember Hugh, and Councilmember Sherwood

REQUEST FOR FUTURE WORKSHOP AND EXECUTIVE SESSION

A motion was made by Vice Mayor Knaack, seconded by Councilmember Martinez, that Council hold the next regularly scheduled City Council Workshop on Tuesday, October 7, 2014 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: 5 - Mayor Weiers, Vice Mayor Knaack, Councilmember Martinez, Councilmember Alvarez, and Councilmember Chavira

Absent: 2 - Councilmember Hugh, and Councilmember Sherwood

CITIZEN COMMENTS

Randy Miller, a Barrel resident, said he wonders why the citizens of Glendale bother. He said the Council does not listen to the citizens or acknowledge what the public says. He said there was no acknowledgement by the Council. He said no wonder the public feels the Council is disassociated. He said he hopes it changes in November.

Alie Helm, a Barrel resident, said she is disappointed that Council decided to spend money the city does not have. She said she makes sure she has the money when she pays her personal monthly bills.

William Demski, a Glendale resident, said over three months ago, Councilmember Alvarez asked to renegotiate some of the contracts the city has entered into. He said no one ever got back to Councilmember Alvarez. He asked why no one has answered the question about renegotiating the contracts. He also talked about several businesses not paying property and sales tax.

COUNCIL COMMENTS AND SUGGESTIONS

Mayor Weiers said this Saturday is the Stand Up for Veterans event. He said there are many free services for veterans. He also said other Mayors and Councilmembers coming to this event so they can learn what they can do help.

ADJOURNMENT

The meeting adjourned at 7:20 p.m.



Legislation Description

File #: 14-244, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, SUN LAKES BREAKFAST LIONS CLUB

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a special event liquor license for the Sun Lakes Breakfast Lions Club, submitted by Robert J. Scully. The event will be held at Sahuaro Ranch Park located at 9802 North 59th Avenue on Friday, October 24 through Sunday, October 26, 2014 from 10 a.m. to 5 p.m. The purpose of this special event liquor license is for fundraising at the Wild Western Festival.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

Sahuaro Ranch Park is zoned A-1 (Agricultural District) and located in the Barrel District. Effective July 24, 2014, under the provisions of A.R.S. § 4-203.02, it allows for an unlimited number of special events at locations controlled by the city, therefore, the allowed 12 days per calendar year does not apply to this special event liquor license. Under the provisions of A.R.S. § 4-203.02, the Arizona Department of Liquor Licenses and Control may issue a special event liquor license only if the Council recommends approval of such license.

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

ARIZONA DEPARTMENT OF LIQUOR LICENSES & CONTROL

800 W Washington 5th Floor
Phoenix AZ 85007-2934
(602) 542-5141

400 W Congress #521
Tucson AZ 85701-1352
(520) 628-6595

APPLICATION FOR SPECIAL EVENT LICENSE

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

PLEASE NOTE: THIS DOCUMENT MUST BE FULLY COMPLETED OR IT WILL BE RETURNED.

****APPLICATION MUST BE APPROVED BY LOCAL GOVERNMENT**

DEPT USE ONLY
LIC#

1. Name of Organization: Sun Lakes Breakfast Lions Club

2. Non-Profit/I.R.S. Tax Exempt Number: [REDACTED]

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

- Charitable Fraternal (must have regular membership and in existence for over 5 years)
- Civic Political Party, Ballot Measure, or Campaign Committee
- Religious

4. What is the purpose of this event? On-site consumption

5. Location of the event: 9802 N 59th Avenue Glendale Maricopa 85302
Address of physical location (Not P.O. Box) City County Zip

Applicant must be a member of the qualifying organization and authorized by an Officer, Director or Chairperson of the Organization named in Question #1. (Signature required in section #18)

6. Applicant: Scully Robert J [REDACTED]
Last First Middle Date of Birth

7. Applicant's Mailing Address: [REDACTED]
Street City State Zip

8. Phone Numbers: (623) 930-2044 (480) 895-5009 [REDACTED]
Site Owner # Applicant's Business # Applicant's Home #

9. Date(s) & Hours of Event: (Remember: you cannot sell alcohol before 10:00 a.m. on Sunday)

	Date	Day of Week	Hours from A.M./P.M.	To A.M./P.M.
Day 1:	<u>October 24, 2014</u>	<u>Friday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
Day 2:	<u>October 25, 2014</u>	<u>Saturday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
Day 3:	<u>October 26, 2014</u>	<u>Sunday</u>	<u>10:00 AM</u>	<u>5:00 PM</u>
Day 4:	_____	_____	_____	_____
Day 5:	_____	_____	_____	_____
Day 6:	_____	_____	_____	_____
Day 7:	_____	_____	_____	_____
Day 8:	_____	_____	_____	_____
Day 9:	_____	_____	_____	_____
Day 10:	_____	_____	_____	_____

10. Has the applicant been convicted of a felony in the past five years, or had a liquor license revoked?
 YES NO (attach explanation if yes)
11. This organization has been issued a special event license for 3 days this year, including this event
(not to exceed 10 days per year).
12. 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.

13. 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 Alcoholic Beverage Sales.

<u>Name</u>	<u>Address</u>	<u>Percentage</u>
DR Buck Productions	P. O. Box 7123, Goodyear, AZ 85338	50
Sun Lakes Breakfast Lions Club,	P. O. Box 13352, Chandler, AZ 85248	50

(Attach additional sheet if necessary)

14. Knowledge of Arizona State Liquor Laws Title 4 is important to prevent liquor law violations. If you have any questions regarding the law or this application, please contact the Arizona State Department of Liquor Licenses and Control for assistance.

NOTE: ALL ALCOHOLIC BEVERAGE SALES MUST BE FOR CONSUMPTION AT THE EVENT SITE ONLY.
"NO ALCOHOLIC BEVERAGES SHALL LEAVE SPECIAL EVENT PREMISES."

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

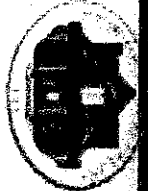
 # Police Fencing
10 # Security personnel Barriers

16. Is there an existing liquor license at the location where the special event is being held? YES NO
If yes, does the existing business agree to suspend their liquor license during the time period, and in the area in which the special event license will be in use? YES NO
(ATTACH COPY OF AGREEMENT)

_____ () _____
Name of Business Phone Number

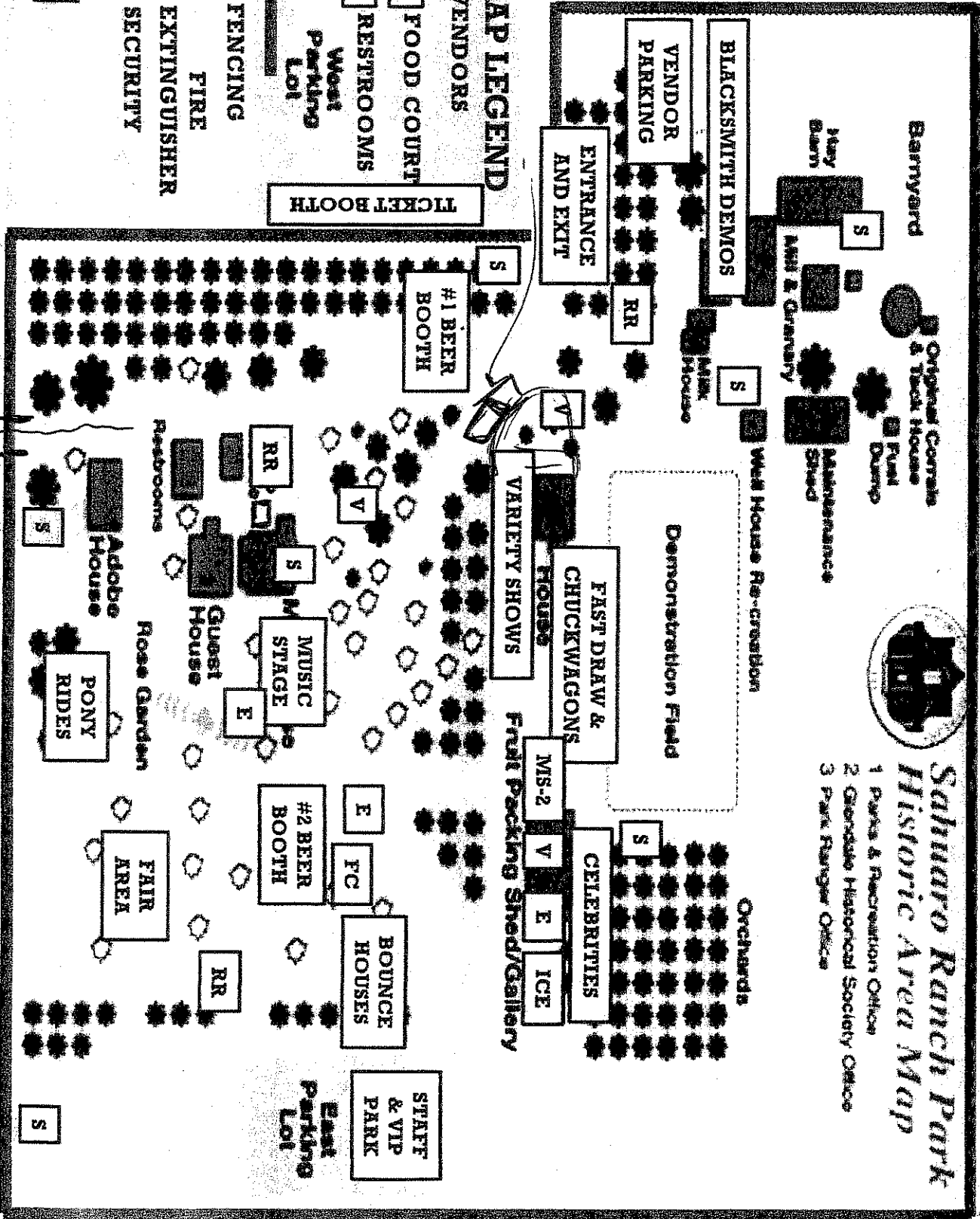
17. Your licensed premises is that area in which you are authorized to sell, dispense, or serve spirituous liquors under the provisions of your license. The following page is to be used to prepare a diagram of your special event licensed premises. Please show dimensions, serving areas, fencing, barricades or other control measures and security positions.

Sahuaro Ranch Park



Sahuaro Ranch Park
Historic Area Map

- 1 Parks & Recreation Office
- 2 Granddads Historical Society Office
- 3 Park Ranger Office



MAP LEGEND

- V VENDORS
- FC FOOD COURT
- RR RESTROOMS
- West Parking Lot
- 10' FENCING
- E FIRE EXTINGUISHER
- S SECURITY



Not to Scale

59TH AVENUE

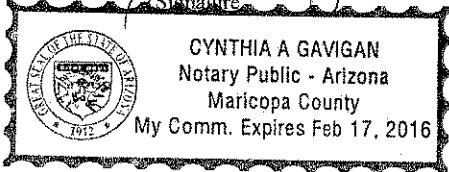
ENTRANCE

THIS SECTION TO BE COMPLETED ONLY BY AN OFFICER, DIRECTOR OR CHAIRPERSON OF THE ORGANIZATION NAMED IN QUESTION #1

18. I, ROBERT J. SCULLY, declare that I am an Officer/Director/Chairperson appointing the applicant listed in Question 6, to apply on behalf of the foregoing organization for a Special Event

Liquor License

X Robert J. Scully CHAIRPERSON 8/25/2014 480-875-2737
 (Signature) (Title/Position) (Date) (Phone #)



State of ARIZONA County of MARICOPA
 The foregoing instrument was acknowledged before me this

25th August 2014
 Day Month Year

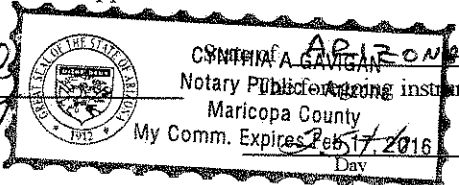
My Commission expires on: Feb 17, 2016
 (Date)

Cynthia A. Gavigan
 (Signature of NOTARY PUBLIC)

THIS SECTION TO BE COMPLETED ONLY BY THE APPLICANT NAMED IN QUESTION #6

19. I, ROBERT J. SCULLY, declare that I am the APPLICANT filing this application as listed in Question 6. I have read the application and the contents and all statements are true, correct and complete.

X Robert J. Scully ARIZONA County of MARICOPA
 (Signature) Notary Public for foregoing instrument was acknowledged before me this
 My Comm. Expires Feb 17, 2016 25th August 2014
 Day Month Year



My commission expires on: Feb. 17, 2016
 (Date)

Cynthia A. Gavigan
 (Signature of NOTARY PUBLIC)

You must obtain local government approval. City or County MUST recommend event & complete item #20. The local city or county jurisdiction may require additional applications to be completed and additional licensing fees before approval may be granted.

LOCAL GOVERNING BODY APPROVAL SECTION

20. I, _____ hereby recommend this special event application
 (Government Official) (Title)
 on behalf of _____
 (City, Town or County) (Signature of OFFICIAL) (Date)

FOR DLLC DEPARTMENT USE ONLY

Department Comment Section:

 (Employee) (Date)

APPROVED DISAPPROVED BY: _____
 (Title) (Date)

14-137

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 09-03-14

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: **Sun Lakes Breakfast Lions Club**

Business Address: **P.O.Box 13352, Chandler, AZ 85248 (Event at Sahuaro Ranch Park)**

Applicant/s Information

Name: **Scully, Robert J.**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 9/3/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related	1		
Fights / Assaults	5		
Robberies	1		
Burglary / Theft	9		
911 calls			
Trespassing	2		
Accidents			
Fraud / Forgery			
Threats			
Criminal damage	10		
Other non-criminal*	33		
Other criminal	1		
Total calls for service	62	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 the Sun Lakes Breakfast Lions Club and DR Buck Productions.

Event is scheduled for 10-24-14 (Fri), 10-25-14 (Sat) and 10-26-14 (Sun).

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:

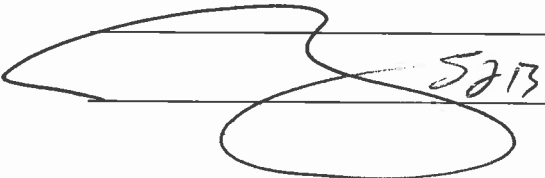
No significant Calls for Service history at this location.

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>9-4-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u> 5213</u>	<u>9/4/2014</u>



Legislation Description

File #: 14-246, Version: 1

APPROVE SPECIAL EVENT LIQUOR LICENSE, ST. RAPHAEL CATHOLIC CHURCH

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve two special event liquor licenses for St. Raphael Catholic Church, submitted by Frank G. Dominguez. The events will be held at St. Raphael Catholic Church inside Hibner Hall located at 5525 West Acoma Road on Friday, October 24, 2014, from 6 p.m. to 11 p.m. and Saturday, February 7, 2015 from 6 p.m. to 11 p.m. The purpose of these special event liquor licenses are for fundraising.

Staff is requesting Council to forward these applications to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

St. Raphael Catholic Church is zoned R-4 (Multi-Family Residential) and located in the Sahuaro District. St. Raphael Catholic Church hosted prior events on March 1 and May 14, 2014; therefore, if these applications are approved, the total number of days expended by this applicant will be three of the allowed 12 days for 2014 and one of the allowed 12 days for 2015. 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.

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: St. Raphael Catholic Church

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: St. Raphael Catholic Church

Address of Location: 5525 W. Acoma Rd Glendale AZ 85306
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: Dominguez Frank G [REDACTED]
Last First Middle Date of Birth

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

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (602) 938-4227

4. Applicant's email address: [REDACTED]

SECTION 10

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

Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 3

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

3. Is the organization using the services of a promoter or other person to manage the event? Yes No

(If yes, attach a copy of the agreement.)

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

Name St. Raphael Catholic Church Percentage 100
 Address 5525 W. Acoma Rd Glendale AZ 85306
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

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

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

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

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police 2 _____ Number of Security Personnel Fencing Barriers

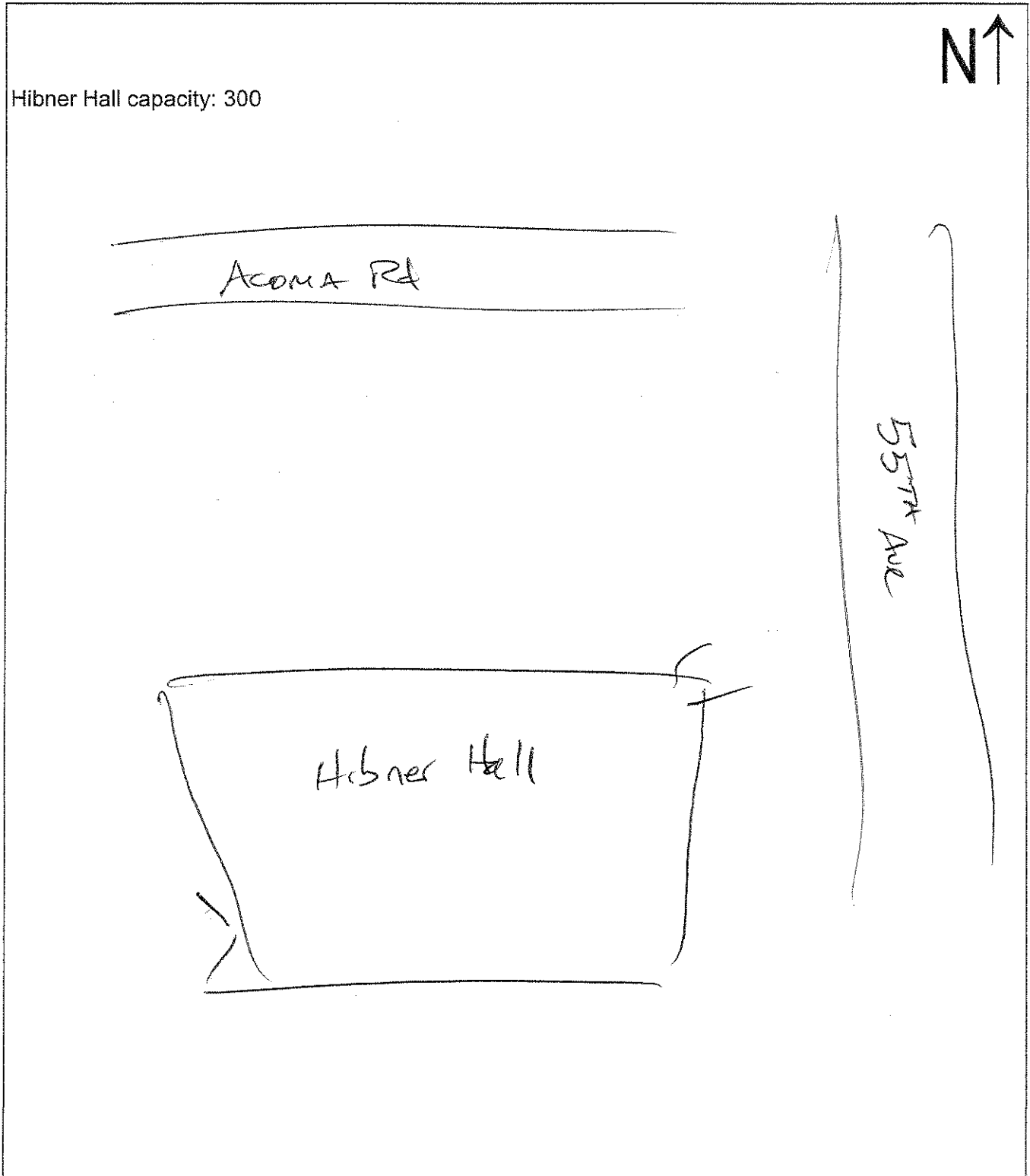
Explanation: Event will be indoor

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>Oct 24, 2014</u>	<u>Friday</u>	<u>6:00 PM</u>	<u>11:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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

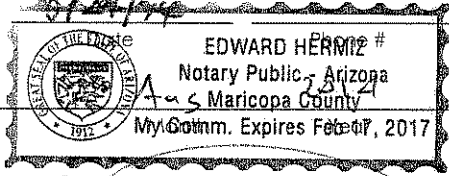


SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Rev. Edward J. Krauska, CSC 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 [Signature] Title/ Position PASTOR

The foregoing instrument was acknowledged before me this 29 Day
State AZ County of Maricopa



My Commission Expires on: 2/17/17 Date

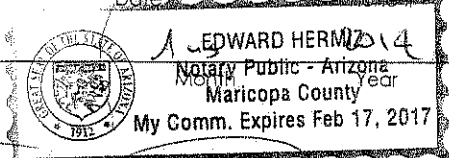
[Signature]
Signature of Notary Public

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

I, Frank G. Dominguez 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 [Signature] Title/ Position Music Director Date 8/29/2017 6025094832

The foregoing instrument was acknowledged before me this 29 Day
State AZ County of Maricopa



My Commission Expires on: 2/17/17 Date

[Signature]
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: _____

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: St. Raphael Catholic Church

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: St. Raphael Catholic Church
Address of Location: 5525 W. Acoma Rd Glendale AZ 85306
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: Dominguez Frank G [REDACTED]
Last First Middle Date of Birth

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

3. Applicant's home/cell phone: [REDACTED] Applicant's business phone: (602) 938-4227

4. Applicant's email address: [REDACTED]

SECTION 10

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

Yes No (If yes, attach explanation.)

2. How many special event licenses have been issued to this location this year? 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 St. Raphael Catholic Church Percentage 100
 Address 5525 W. Acoma Rd Glendale AZ 85306
Street City State Zip

Name _____ Percentage _____
 Address _____
Street City State Zip

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

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

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

6. What type of security and control measures will you take to prevent violations of liquor laws at this event?

(List type and number of police/security personnel and type of fencing or control barriers, if applicable.)

_____ Number of Police 2 Number of Security Personnel Fencing Barriers

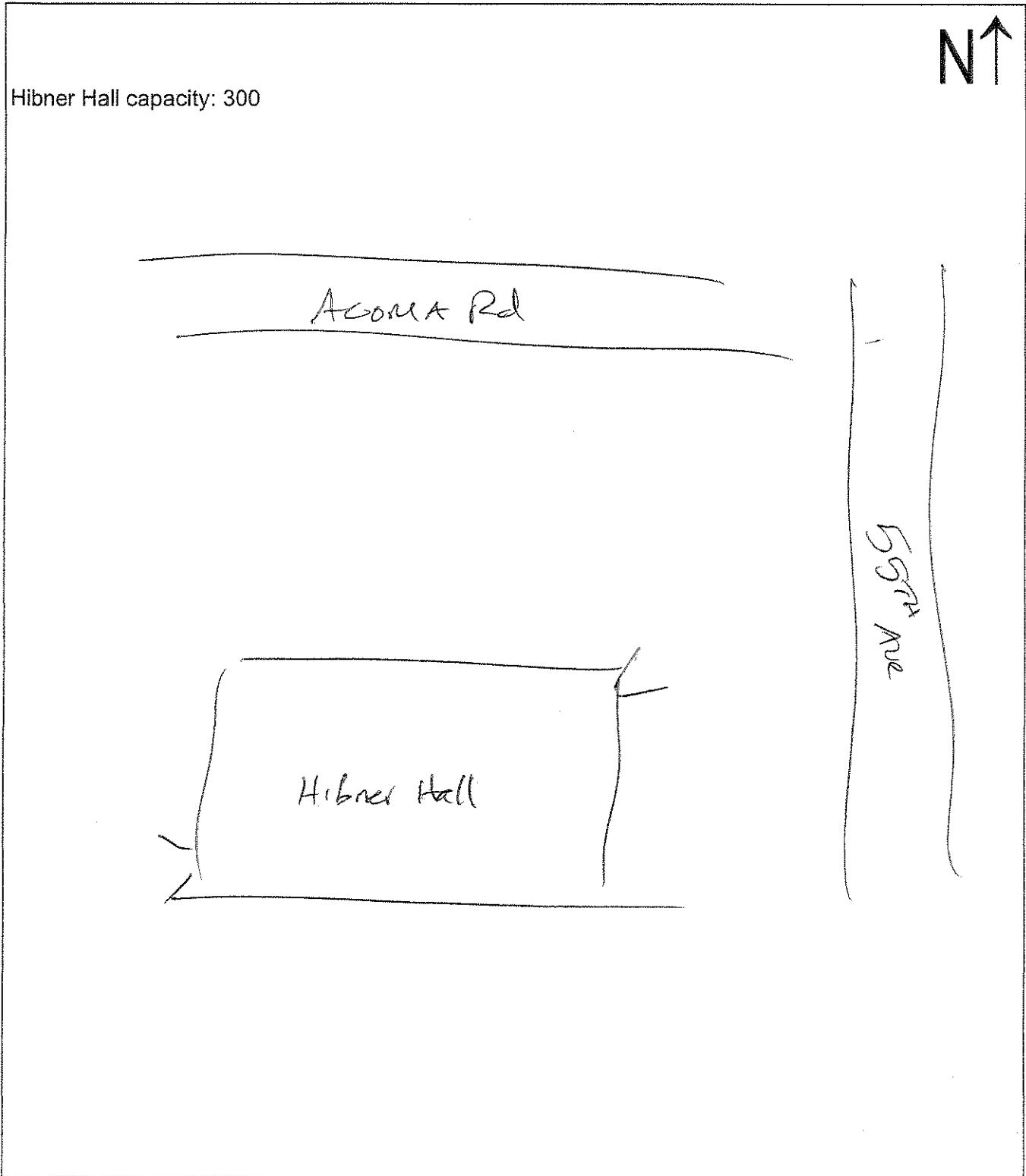
Explanation: Event will be indoor

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>Feb 7, 2015</u>	<u>Saturday</u>	<u>6:00 PM</u>	<u>11:00 PM</u>
DAY 2:	_____	_____	_____	_____
DAY 3:	_____	_____	_____	_____
DAY 4:	_____	_____	_____	_____
DAY 5:	_____	_____	_____	_____
DAY 6:	_____	_____	_____	_____
DAY 7:	_____	_____	_____	_____
DAY 8:	_____	_____	_____	_____
DAY 9:	_____	_____	_____	_____
DAY 10:	_____	_____	_____	_____

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



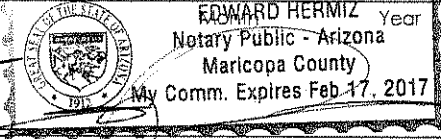
SECTION 13 This section is to be completed only by an Officer, Director or Chairperson of the organization named in Section 1.

I, Rev. EDUARDO J. RAMIREZ, CSC 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 *[Signature]* Title/ Position PASTOR Date 8/29/14 Phone # _____
(Signature)

The foregoing instrument was acknowledged before me this 29 Day Aug Year 2014
 State AZ County of Maricopa

My Commission Expires on: 2/17/17
Date


 Signature of Notary Public

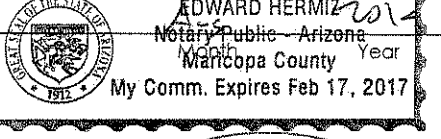
SECTION 14 This section is to be completed only by the applicant named in Section 9.

I, FRANK G. DOMINGUEZ 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 *[Signature]* Title/ Position Music Director Date 8/29/14 Phone # 6025094832
(Signature)

The foregoing instrument was acknowledged before me this 29 Day Aug Year 2014
 State AZ County of Maricopa

My Commission Expires on: 2/17/17
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: _____

14-138

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 9-4-14

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: **St. Raphael Catholic Church**

Business Address: **5525 W. Acoma Rd**

Applicant/s Information

Name: **Dominguez, Frank**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/4/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Total calls for service	0	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 the St. Raphael Catholic Church.

Event is scheduled for 10-24-14 (Fri).

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:

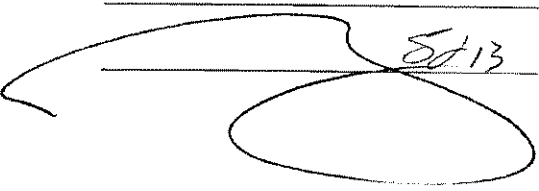
No significant Calls for Service history at this location.

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>9-4-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 SA 13	<u>9/4/14</u>

14139

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 9-4-14

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: **St. Raphael Catholic Church**

Business Address: **5525 W. Acoma Rd**

Applicant/s Information

Name: **Dominguez, Frank**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/4/2013	Other Suites	New ownership call history beginning:
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft			
911 calls			
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Total calls for service	0	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 the St. Raphael Catholic Church.

Event is scheduled for 02-07-15 (Sat).

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>9-4-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 <u>S/O</u>	<u>9/4/14</u>



Legislation Description

File #: 14-238, **Version:** 1

APPROVE LIQUOR LICENSE NO. 5-14308, SUSHI CATCHER

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Sushi Catcher located at 6334 West Bell Road. The Arizona Department of Liquor Licenses and Control application (No. 1207A002) was submitted by Taekyu Kang.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

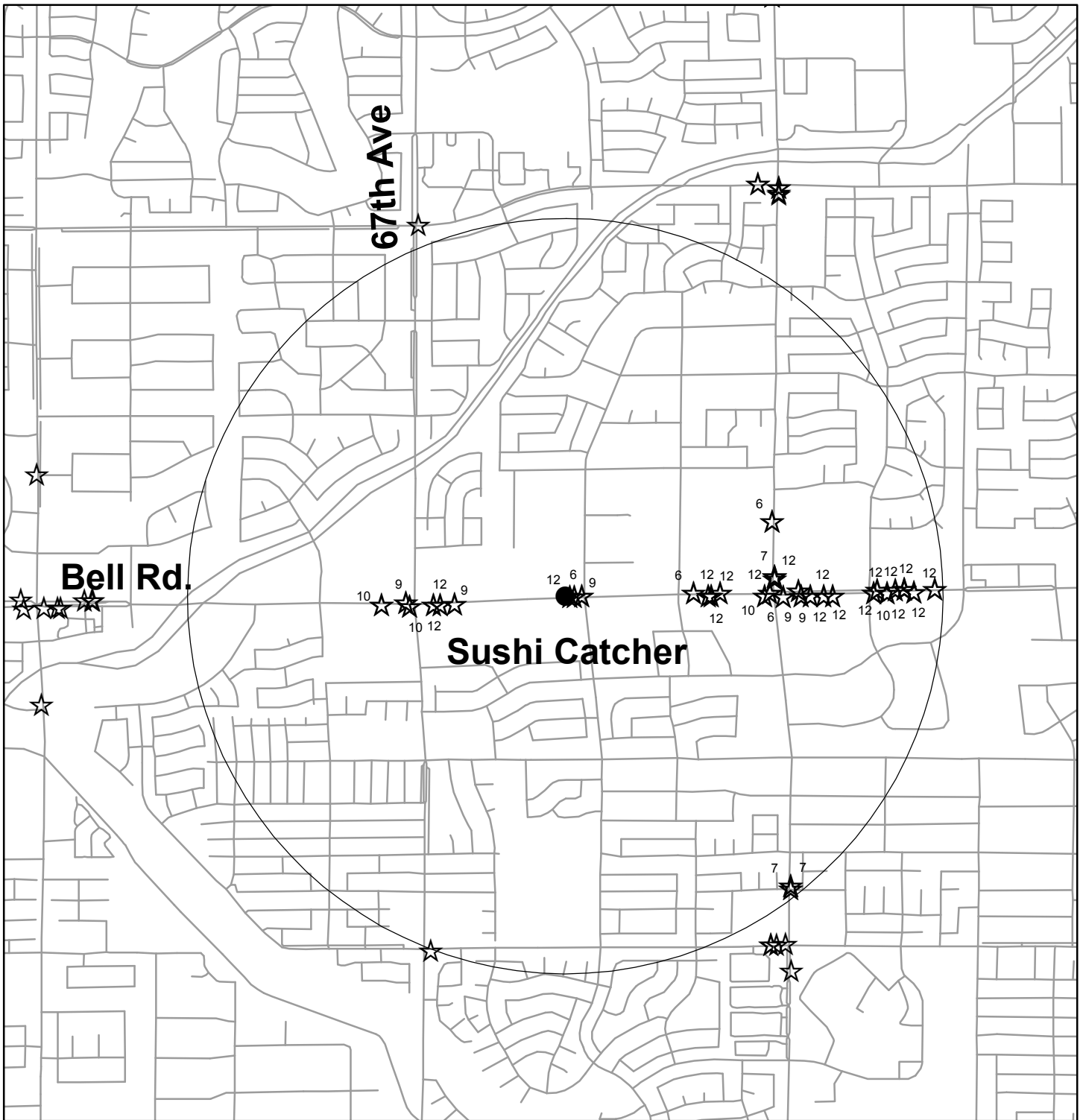
The location of the establishment is in the Sahuaro District. The property is zoned C-2 (General Commercial). The population density within a one-mile radius is 10,979. Sushi Catcher is currently operating with an interim permit, therefore, the approval of this license will not increase the number of 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	4
07	Bar - Beer and Wine	3
09	Liquor Store - All Liquor	5
10	Liquor Store - Beer and Wine	4
12	Restaurant	<u>18</u>
	Total	34

In accordance with A.R.S. § 4-201(G), except for a location that has been licensed within the last two years, the applicant bears the burden of showing City Council that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license. Council, 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.

No public protests were received during the 20-day posting period, August 15 through September 4, 2014.



BUSINESS NAME: Sushi Catcher	
LOCATION: 6334 W. Bell Road	ZONING: C-2
APPLICANT: Taekyu Kang	APPLICATION NO: 5-14308

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

14-132

GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 08-21-14

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: **Sushi Catcher**

Business Address: **6334 W. Bell RD**

Applicant/s Information

Name: **Kang, Taekyu**

Name:

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:

	Call history for location beginning: 8/21/2009	Other Suites	New ownership call history beginning: 8/11/2014
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft	1		
911 calls	1		
Trespassing			
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*			
Total calls for service	2	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:

Young Ho Kim (Agent)
Sushi Catcher LLC (Owner)

There are no known concerns with the current license holder.

Location History:

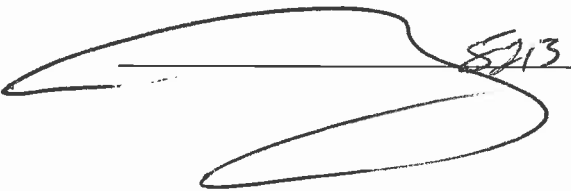
No significant Calls for Service history at this location.

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>8-29-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	 <u>8213</u>	<u>9/2/2014</u>



Legislation Description

File #: 14-241, Version: 1

APPROVE LIQUOR LICENSE NO. 5-14476, CRAVE GOURMET WAFFLE SANDWICHES

Staff Contact: Susan Matousek, Revenue Administrator

Purpose and Recommended Action

This is a request for City Council to approve a new, non-transferable series 12 (Restaurant) license for Crave Gourmet Waffle Sandwiches located at 9380 West Westgate Boulevard, Suite D-103. The Arizona Department of Liquor Licenses and Control application (No. 1207A010) was submitted by Sonia J. Walia.

Staff is requesting Council to forward this application to the Arizona Department of Liquor Licenses and Control with a recommendation of approval.

Background Summary

The location of the establishment is in the Yucca District. The property is zoned PAD (Planned Area Development). The population density within a one-mile radius is 4,650. This series 12 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.

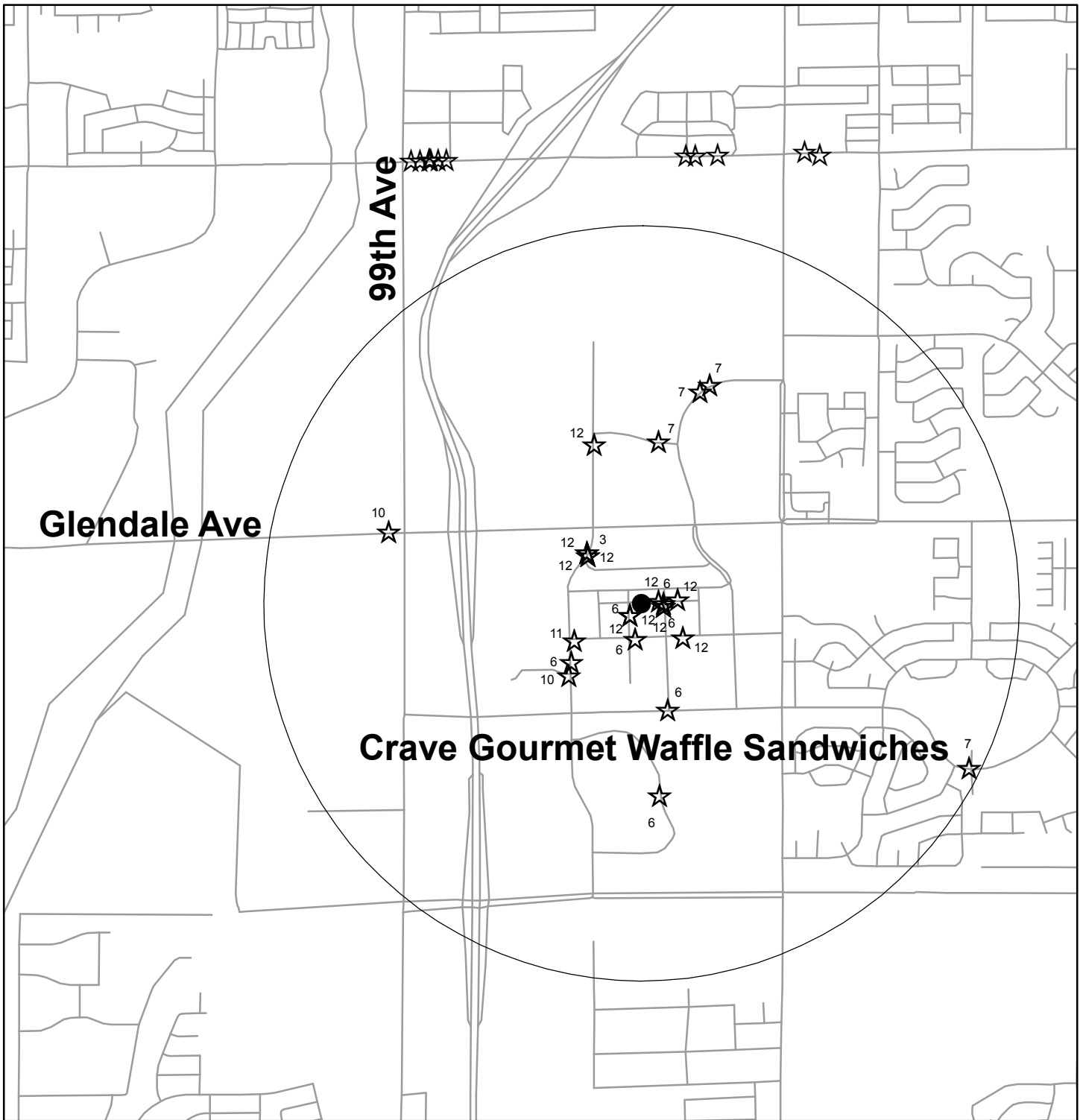
Series	Type	Quantity
03	Domestic Microbrewery	1
06	Bar - All Liquor	7
07	Bar - Beer and Wine	4
10	Liquor Store - Beer and Wine	2
11	Hotel/Motel	1
12	Restaurant	<u>10</u>
	Total	25

In accordance with A.R.S. § 4-201(G), except for a location that has been licensed within the last two years, the applicant bears the burden of showing City Council that the public convenience requires and that the best interest of the community will be substantially served by the issuance of a license. Council, when considering this new, non-transferable series 12 license, 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, August 26 through September 15, 2014.



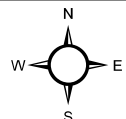
BUSINESS NAME: Crave Gourmet Waffle Sandwiches

LOCATION: 9380 W. Wesgate Blvd. Ste. D-103 **ZONING:** PAD

APPLICANT: Sonia J Walia

APPLICATION NO: 5-14476

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



GLENDALE POLICE DEPARTMENT

Liquor Application Worksheet

Date: 09-04-14

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: **Crave Gourmet Waffle Sandwiches**

Business Address: **9380 W. Westgate Blvd., D-103**

Applicant/s Information

Name: **Walia, Sonia J.**

Name: **Walia, Jagpal S. (Manager)**

Name:

Name:

Background investigation of applicant/s completed.

Calls for Service History:	Call history for location beginning: 9/4/2009	Other Suites	New ownership call history beginning: 8/19/2014
Liquor Related			
Vice Related			
Drug Related			
Fights / Assaults			
Robberies			
Burglary / Theft		4	
911 calls			
Trespassing		1	
Accidents			
Fraud / Forgery			
Threats			
Criminal damage			
Other non-criminal*		2	
Other criminal			
Total calls for service	0	7	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:

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>9-10-14</u>
CID Lieutenant or Commander	_____	_____
Deputy City Attorney	_____	_____
Chief of Police or designee	<u>1 Sgt. Sr. Jones</u>	<u>9-11-14</u>



Legislation Description

File #: 14-289, Version: 1

POSITION RECLASSIFICATIONS

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

Purpose and Recommended Action

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

Background

As the City seeks out ways to more innovatively provide city services, jobs must adapt to address those changes. Department Directors work closely with the Human Resources and Risk Management Department to conduct job studies and make these changes when necessary. At times this may require a change in job duties and/or responsibilities that places the job in a different job classification. When this occurs, a reclassification of the job is necessary. Reclassifications, while permitted under Human Resources Policy 301, do create a change to Schedule 9 of the Fiscal Year (FY) 2014-15 Budget. Human Resources Policy 301.II.A.2 states the following with regard to position reclassifications:

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

- a. When a position is reclassified to a class in a higher pay range, the employee shall receive the same salary as before the reclassification, unless the employee's current salary is less than the minimum of the new range, in which case the employee will be placed at the minimum of the new range.
- b. If a position is reclassified or reevaluated and assigned a lower pay range, the employee's pay will not be reduced. However, if the employee's current salary is above the maximum of the new pay range, the salary will be "red-lined," meaning that the employee will not be eligible for any additional increase in salary, including Merit, General Wage Increase or other adjustments, until the pay range maximum (through General Wage Increase) is once again higher than the actual salary.

Under previous management, reclassifications were considered to be under the administrative authority of the City Manager; however, moving forward, it has been determined that since this action creates a change to the Council approved Budget Schedule 9 which addresses jobs by titles and allocations, Council must be apprised of the change and vote to approve the position reclassifications as an amendment to Schedule 9 of the budget. This new process provides transparency for both the Council and the public with regard to the city's budget.

As the city moves forward, it is prudent to reassess the current structure and opportunities for realignment to better prepare the city for the future. Currently, the Victim Assistance Unit within the Criminal Investigations Division of the Police Department is managed by a Lieutenant who has seven direct reports. The span of control for that position is too large for effective management oversight. Reclassifying an existing position to a Victim Assistance Supervisor will provide a more appropriate level of supervision and span of control. This reclassification will allow the Victim Assistance Supervisor to manage four Victim Assistance Caseworkers and several temporary personnel. A closed competitive internal recruitment will be conducted to determine the successful candidate whose position will then be reclassified to a Victim Assistance Supervisor.

The salary grade for the Grants Administrator job classification is being changed from a grade 32 to a grade 33 to make the classification more competitive within our external market.

The salary grade for the Intergovernmental Programs Administrator job classification is being changed from a grade 32 to a grade 33 to make the classification more competitive within our external market and allow the City to conduct a competitive recruitment process.

In the Police Department, there is a need to reclassify a vacant Police Officer (Assignment) classification to that of a Police Officer. The Police Officer (Assignment) classification is no longer being utilized.

The departure and promotion of two employees left the communications department with no Assistant Director to oversee the Special Events, Tourism and CVB, Creative Services, Glendale Media Center and the Glendale 11 TV divisions. Reclassifying a position to Assistant Communications Director will allow greater efficiency for the department and proper management of the budget, revenue generation and day-to-day workflow. A closed competitive internal recruitment will be conducted to determine the successful candidate whose position will then be reclassified to an Assistant Communications Director.

Analysis

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

Previous Related Council Action

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

Council approved position reclassifications at the August 12, 2014 Council meeting.

Community Benefit/Public Involvement

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

Budget and Financial Impacts

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

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

Positions Recommended for Reclassification
October 2014

Position Number	Department	Fund #	Fund Name	Previous Title	New Title	Description of Request	Effective Date of Action	Estimated Base Cost for Remainder of FY
00000000	Police	1000	General	TBD	Victim Assistance Supv	Realign to better meet department needs.	10/18/2014	\$0.00
00001185	Finance and Technology	1000	General	Grants Admin	Grants Admin	Adjustment - Market Competitiveness	10/18/2014	\$0.00
00002052	Intergovernmental Programs	1000	General	Intergov Programs Admin	Intergov Programs Admin	Adjustment - Market Competitiveness	10/18/2014	\$0.00
00000693	Police	1000	General	Police Officer (Assignment)	Police Officer	Realign to better meet department needs.	10/18/2014	\$0.00
00000000	Communications	1000	General	TBD	Asst Comm Director	Realign to better meet department needs.	10/18/2014	\$0.00



Legislation Description

File #: 14-293, **Version:** 2

AWARD OF BID IFB 14-36, AUTHORIZATION TO ENTER INTO AN AGREEMENT AND APPROVE EXPENDITURE OF FUNDS TO PURCHASE RESIDENTIAL WATER METERS FROM BADGER METER, INC.

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

Purpose and Recommended Action

This is a request for City Council to award bid IFB 14-36, and to authorize the City Manager to enter into an agreement, and approve expenditure of funds for the purchase of water meters and associated parts with Badger Meter, Inc. in an amount not to exceed \$1,250,000 (\$500,000 for the initial two-year term and \$750,000 for the three one-year extensions).

Background

The city has over 61,700 water meters that serve residential and commercial customers. Water meters and associated parts are necessary to maintain industry standards for new residential and commercial developments, and to maintain the citywide meter maintenance and replacement program.

An Invitation for Bids was opened in May 2014 and two responses were received. The city’s Materials Management division developed the bid specifications in cooperation with the cities of Scottsdale and Prescott who also have the ability to purchase from this agreement. Badger Meter, Inc. submitted the lowest responsive, responsible bid. The initial term of the agreement is for two years upon approval by Council. Bid specifications contained an option clause that will permit the city, at the discretion of the City Manager, to extend this agreement for three additional years, in one-year increments.

Analysis

Award of this bid and expenditure authorization will allow the department to maintain an adequate inventory of meters and meter parts. Well maintained water meters enable the city to provide uninterrupted water delivery, and accurately track and measure water consumption for billing purposes.

Budget and Financial Impacts

Funding in the annual amount of \$250,000 is available in the Water Services FY 2014-15 operating budget and the Water Services FY 2015-16 operating budget pending Council approval.

Cost	Fund-Department-Account
\$250,000	2400-17300-524400, Meter Maintenance

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 BIDS

SOLICITATION NUMBER: IFB 14-36
DESCRIPTION: RESIDENTIAL WATER METERS
OFFER DUE DATE AND TIME: JUNE 2, 2014, AT 2:00 P.M. LOCAL TIME

Offers for the materials or services specified shall be received by the City of Glendale, Materials Management at the specified due date, time and location. Offers received by the correct time and date will be opened and the name of each bidder and the amount of the bid will be publicly read.

SUBMITTAL LOCATION: City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, Arizona 85301

Offers must be in the actual possession of Materials Management on or prior to the time and date, and at the location indicated above. Materials Management is located on the 3rd floor of the Glendale Municipal Office Complex (City Hall) behind the Engineering Department. Offers are accepted from the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday, unless otherwise indicated for a holiday. All offers will be time stamped at the Engineering Department's front counter. Late offers will not be considered.

The City of Glendale offices will be closed on May 26, 2014 in recognition of Memorial Day. Offices will return to regular hours on May 27, 2014.

Offers must be submitted in a sealed envelope with the Solicitation Number and the Offeror's name and address clearly indicated on the envelope. See Paragraph 2.3 for additional instructions for preparing an offer.

OFFERORS ARE STRONGLY ENCOURAGED TO CAREFULLY READ THE ENTIRE SOLICITATION.


For questions regarding this solicitation contact:

Elmer Garcia, CPPB

Contract Analyst

623-930-2866

[Egarcia1@glendaleaz.com](mailto:EGarcia1@glendaleaz.com)

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--


1.0 SPECIFICATIONS

1.1 INTRODUCTION

- 1.1.1 It is the intent of the City of Glendale to establish a term contract for the purchase of residential water meters and replacement parts on an “as required” basis.
- 1.1.2 The resulting agreement shall provide for all materials in this contract. Unit pricing shall include the cost of freight and any other associated direct or indirect costs, except taxes.
- 1.1.3 The City reserves the right to make multiple awards or to award by individual line items, 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 one” offers shall be rejected.

1.2 GENERAL SPECIFICATIONS

- 1.2.1 The City has a large installed base of water meters. Replacement meters and parts are needed on an “as required” basis to maintain this inventory base.
- 1.2.2 The quantities referenced on the Pricing Sheet, Section 5.0 are the City’s best estimates and are to be used for information and evaluation purposes ONLY. Estimated quantities do not obligate the City to order more than the City’s actual requirements and are subject to availability of appropriated funds.
- 1.2.3 The resultant 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). The resultant agreement may include cooperative purchases from the following Arizona cities: City of Scottsdale, City of Tempe, and the City of Prescott. Estimated quantities from some of the cities are included in this solicitation.
- 1.2.4 Contractor shall provide a discount off of manufacturer’s list price from current catalog or price book for the purchase of parts on an “as required” basis for all meters listed in this solicitation.
- 1.2.5 Contractor should furnish current literature (specification sheets, etc.) describing each meter they propose including any manufacturer warranties, guarantees and exchange programs. Failure to comply with this requirement could result in rejection of bid entirely.
- 1.2.6 The bid price is an important factor in the evaluation of this bid. In general, the most responsive, responsible bidder with the lowest price will be awarded. The City reserves

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

the right to examine other factors such as start-up costs, cost of maintenance, guarantees, service, life expectancy, replacement costs, meter history, system compatibility and delivery.

1.2.7 On occasion, the City shall test meters received from the contracted supplier. The City reserves the right to return all meters delivered at the expense of the Contractor in the event the Contractor's inventory does not perform according to the documents set forth in this bid.

1.3 TECHNICAL SPECIFICATIONS


1.3.1 Meter sizes shall be 5/8" x 3/4", 1", 1 1/2", and 2".

1.3.2 All meters shall be the positive displacement magnetic drive type conforming to the latest revision of the AWWA Standard C-700, C-800, NSF/ANSI Standard 61 Annex F & G and Federal law except as herein amended. Meters shall have a permanently and hermetically "roll sealed" register reading in gallons. Register lid, register box and main case shall be of bronze lead-free Alloy composition.

1.3.3 Meter main case shall be made of bronze lead-free Alloy composition. The compartment that holds the register (register box) and lid shall also be made of bronze lead-free Alloy. 5/8" x 3/4" and 1" meters shall have a bronze lead-free Alloy bottom plate design with stainless steel bolts enabling access to the measuring chamber after the bottom plate has been removed. Meters shall have cast on them in raised characters the size, model, NSF 61, and direction of flow. The manufacturer's serial number shall also be imprinted on the outer case of all meters.

1.3.4 The manufacturer/model numbers have been **pre-approved** for this solicitation. No other models will be accepted. They are:

- 1.3.4.1 **Badger Meter Recordall Model 25LL – 5/8" x 3/4"**
- 1.3.4.2 **Badger Meter Recordall Model 70LL – 1"**
- 1.3.4.3 **Badger Meter Recordall Model 120LL – 1 1/2"**
- 1.3.4.4 **Badger Meter Recordall Model 170LL – 2"**
- 1.3.4.5 **Badger Meter Recordall Model T160LL – 1 1/2"**
- 1.3.4.6 **Badger Meter Recordall Model T200LL – 2"**

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

1.3.5 Estimated annual quantities by City:

Size	Estimated Quantities		
	City of Glendale	City of Scottsdale	City of Prescott
5/8" x 3/4"	4700	1700	300
3/4"	0	2100	0
1"	3000	3750	200
1 1/2"	100	240	0
2"	100	315	30

1.4 MEASURING CHAMBERS

1.4.1 The measuring chamber shall be oscillating piston or nutating disc in design. All meters shall have an outer case with a separate measuring chamber in which the piston or disc operates.

1.5 REGISTERS


1.5.1 All registers shall read in gallons. Registers shall be of magnetic drive type and shall be permanently and hermetically "roll sealed" by the manufacturer. Register lens shall be made of glass and shall resist breakage under normal working conditions. All registers shall contain standard reduction gearing for each size meter furnished enabling register interchangeability. In addition to the register sweep hand, all registers shall contain a low flow leak detector indicator. Register magnets shall have sufficient torque to assure positive drive between the piston/disc and register at all times. Registers must be secured in an acceptable tamper-proof manner. The cities may purchase one of two types of registers:

1.5.1.1 Direct Read register

1.5.1.2 Encoded register

1.6 ELECTRONIC RADIO TRANSMITTERS (ERT)

1.6.1 The cities may purchase encoded registers that successfully interface with the Itron Automated Meter Reading electronic radio transmitter (ERT) 60W series. The cable connecting the ERT in line connector and the meter shall be equipped with an adaptor. The cable shall be 5–12 feet in length for all 2" meters or smaller. For meters 3" and larger, 25 foot cable is required.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

1.7 GUARANTEES AND EXCHANGE PROGRAMS

1.7.1 Guarantees and exchange programs are a critical consideration in the overall cost of purchasing and operating a water meter. Contractor is requested to supply their current guarantees, parts list, and exchange programs for those products supplied. Guarantees and exchange programs must be part of the manufacturer’s national policy and should not be unique to this bid. The following standards are the minimum acceptable by the City.

1.7.2 5/8" x 3/4", and 1" meters. AWWA new meter standards for one year. AWWA repaired meter standards for the following 14 years.

1.7.3 1 1/2" and 2" meters. Guaranteed for one year for materials and workmanship

1.7.4 Registers. 25 years performance.

1.8 TRAINING


1.8.1 Contractor shall provide hands-on training on meter repair and calibration within six months of award.

1.9 TESTING

1.9.1 The City of Glendale encourages the development and introduction of new products that are not currently approved for the City’s water system. If the Contractor desires to introduce new meters to the City, the Contractor may, at its own expense, supply the City with a minimum of 30 sample meters to undergo a three-year field test:

- QTY: 12 – 3/4" x 5/8" meters
- QTY: 10 – 1" meters
- QTY: 2 – 1 1/2" positive displacement meters
- QTY: 2 – 2" positive displacement meters
- QTY: 2 – 1 1/2" turbine meters
- QTY: 2 – 2" turbine meters

The meters will be placed in various parts of the city water system and tested every six months. At the end of the three-year period, they will be evaluated for accuracy, wear, system compatibility, etc. and then returned to the Contractor. If it is determined that the meters perform well and is compatible with the city water system, it will be added to the list of acceptable products for the next bid.

 <p>GLENDALÉ</p>	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--

2.0 SPECIAL TERMS AND CONDITIONS

2.1 INCORPORATION BY REFERENCE All responses shall incorporate by reference the Specifications, terms and conditions, general instructions and conditions and any attachments. The Standard Terms and Conditions applicable to this solicitation are posted on the Internet. They are available for review and download at the City’s Materials Management Internet home page, www.glendaleaz.com/purchasing. Offerors are advised to review all provisions of the General Instructions and Conditions for this solicitation.

2.2 RETURN OF OFFER One (1) original copy of the proposal response and one (1) flash drive or CD-ROM containing all original documents shall be submitted. The original copy of the proposal should be clearly labeled “Original” and shall be single-sided.”

The Offeror shall complete all sections of the IFB in the format and spaces provided. If additional space is needed than what is given, enter “See attachment for detail.”

2.3 PREPARATION OF OFFER PACKAGE The following items shall be completed and returned. Failure to include all the items may result in an offer being rejected. Offer packages shall be submitted in the following order:

2.3.1 OFFER SHEET, Section 4.0


2.3.2 PRICE SHEET, Section 5.0

2.3.3 SOLICITATION ADDENDUM, (if applicable).

2.3.4 SPECIFICATIONS AND ADDITIONAL SUBMISSION REQUIREMENTS, Section 1.0 and 3.0.

2.4 ALTERNATE OFFERS/EXCEPTIONS Offers submitted as alternates, or on the basis of exceptions to specific conditions of purchase and/or required specifications, must be submitted as an attachment referencing the specific paragraph number(s) and adequately defining the alternate or exception submitted. Detailed product brochures and/or technical literature, suitable for evaluation, must be submitted with the offer. If no exceptions are taken, City will expect and require complete compliance with the specifications and all conditions of purchase.

2.5 EVALUATION CRITERIA Invitation for Bids are awarded to the lowest responsible and responsive bidder whose bid conforms in all material respect to the requirements and criteria set forth in the Invitation for Bids.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

2.6 INQUIRIES Any question related to the Invitation for Bid shall be directed to the Contract Officer whose name appears above. A Contractor shall not contact or ask questions of the department for whom the requirement is being procured. The Contract Officer may require any and all questions be submitted in writing. Contractors are encouraged to submit written questions via electronic mail or facsimile, at least five days prior to the proposal due date. Any correspondence related to a solicitation should refer to the appropriate IFB page and paragraph number. An envelope containing questions should be identified as such; otherwise it may not be opened until after the official proposal due date and time. Oral interpretations or clarifications will be without legal effect. Only questions answered by a formal written amendment to the IFB will be binding.

2.7 PRICE All prices quoted shall be firm and fixed for the specified contract period. All pricing shall be firm for the initial term of two (2) years and include all freight, insurance, warranty and any other associated direct or indirect costs, except taxes. The City shall not be invoiced at prices higher than those stated in any contract resulting from this bid.

The Contractor certifies that the prices offered are no higher than the lowest price the Contractor charges other buyers for similar quantities under similar conditions. The Contractor further agrees that any reductions in the price of the goods or services covered by this bid and occurring after award will apply to the undelivered balance. The Contractor shall promptly notify the City of such price reductions.


No fuel surcharges will be accepted. No price increases will be accepted without proper request by Contractor and response by the City's Purchasing Division.

2.8 FOB POINT Prices quoted shall be FOB destination to: City of Glendale and/or participating S.A.V.E. cooperative member.

2.9 TERM OF AGREEMENT The initial term of the contract shall be two (2) years upon approval by the City Council.

2.10 OPTION TO EXTEND The City may, at its option and with the approval of the Contractor, extend the term of this agreement for three (3) additional years in one (1) year increments based on satisfactory Contractor performance. Contractor shall be notified in writing by the City Materials Manager of the City's intention to extend the contract period at least 30 calendar days prior to the expiration of the original contract period. Price adjustments will only be reviewed during contract renewal.

2.11 EVALUATION LITERATURE 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 literature and/or detailed product

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

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.

- 2.12 **INSURANCE** Contractor, performing as an independent contractor hereunder, shall be fully responsible for providing Workers' Compensation or other applicable insurance coverage for itself and its employees and the City shall have no responsibility of liability for such insurance coverage.


Contractor shall provide to the City a copy of the policy or a certification by the insurance carrier along with the applicable endorsements showing the Contractor to have in effect during the term of this contract, a General Liability Insurance policy, which shall be the primary coverage for Contractor activities under this contract. The coverage limits of such insurance shall not be less than those listed below.

The insurance company issuing the policy required above shall have an AM Best financial rating of "A- VII" or better and be authorized by the State of Arizona Department of Insurance to transact business within the State. **The certificate and policy shall name the City, its officers, directors, employees, agents and assignees as an additional insured and shall be primary and non-contributory for any insurance and/or self-insurance coverage maintained by the City. The City shall also be an additional insured to the full limits of the liability insurance purchased by the Contractor even if those limits are in excess of those required by this contract.**

The City reserves the right to terminate any Contractor agreement if the Contractor fails to maintain such insurance coverage.

Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to effect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.

Contractor must provide certification of insurance and amendatory endorsements or copies of the applicable policy language providing the insurance coverage required below. All certificates and endorsements are to be received and approved by the City within ten (10) calendar days after notification of award. Certification must include: name and address of insurance company; policy number; liability coverage amounts; a statement the policy will not be canceled or failed to be renewed without ten (10) days written notice to the City.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

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	\$1,000,000
Disease-Each Employee	\$1,000,000
Disease-Policy Limit	\$1,000,000

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	\$2,000,000
Personal and Advertising	\$1,000,000
General Aggregate	\$4,000,000
Products-Completed Operations	\$2,000,000

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
-----------------------------	-------------

2.13 NOTICE OF INTENT TO AWARD Information about the recommended award for this solicitation will be posted on the Internet. The information will be available for review on the City's Materials Management Internet home page www.glendaleaz.com/purchasing immediately after the City has completed its evaluation process of the offers received. If you have any questions, or would like further information about an intended award, contact the contract analyst immediately. Any protest must be submitted to the Materials Manager no later than seven (7) calendar days from the date of posting on the Internet.


2.14 COOPERATIVE USE OF CONTRACT This agreement may be extended for use by other governmental agencies and political subdivisions of the State, including all members of SAVE (Strategic Alliance for Volume Expenditures). Any such usage by other entities must be in accord with the ordinances, charter, rules and regulations of the respective entity and the approval of the Contractor and City. For a list of SAVE members, click on the following link: <http://www.maricopa.gov/Materials/save.aspx>.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

- 2.15 PERMITS AND LICENSES** The Contractor shall be responsible for determining and securing, at his/her expense, any and all licenses and permits that are required by any statute, ordinance, rule or regulation of any regulatory body having jurisdiction in any manner connected with providing products and services. Such fees shall be included in and are part of the total offer cost. During the term of the contract, the Contractor shall notify the City in writing, within two (2) working days, of any suspension, revocation or renewal.
- 2.16 ADDITIONS/DELETIONS OF PRODUCTS OR SERVICES** The City reserves the right to add additional products to this contract when deemed necessary by the City. If this occurs, the Contractor will be requested to submit a negotiable quotation for the additions. Upon approval and authorization by the Materials Manager such additions will be added to and become a part of the contract through properly executed forms.
- 2.17 ESTIMATED QUANTITIES** Quantities listed are the City's best estimate and do not obligate the City to order or accept more than City's actual requirements during the period of this agreement as determined by actual needs and availability of appropriated funds. It is expressly understood and agreed that the resulting contract is to supply the City with its complete actual requirements for the contract period, except that the estimated quantity shown for each quotation item shall not be exceeded by 100 % without the express written approval of the Materials Manager. Any demand or order made by any employee or officer of the City, other than the Materials Manager, for quantities in the excess of the estimated quantities shall be void if the written approval of the Materials Manager was not received prior to the Contractors performance.
- 2.18 EMERGENCY BUSINESS SERVICES** During a natural disaster, or homeland security event, there may be a need for the City to access your business for products or services twenty-four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year. The need could be for a pick up or a delivery.

For this purpose, a primary and secondary emergency contact name and phone number are required from the Contractor. It is critical to the City that the 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.

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---


2.19 PUBLIC RECORD Contractor acknowledges that the City is a public agency and must comply with all Public Records laws. All proposals submitted in response to the Solicitation shall become the property of the City and, subsequent to award recommendation, become a matter of public record available for review pursuant to Arizona Public Records Law.

If a Contractor believes that a specific section of its Proposal response is confidential, that should be withheld from the public record, Contractor shall isolate the pages and mark each page confidential in a specific and clearly labeled section of its Proposal response. The Contractor shall include a written statement as to the basis for considering the marked pages confidential including the specific harm or prejudice if disclosed. The City Materials Management Division will review the material and make a determination as to the confidentiality of any of the information and/or material contained within the Submittal. In the event of a public records request for documents Contractor deems confidential, the City will notify Contractor of the request and if Contractor claims such documents are confidential, it shall be the Contractor’s sole responsibility, including sole cost, to take appropriate action, including legal action, to protect such documents.


2.20 NO CONTACT, NO INFLUENCE DURING THE RFP OR IFB PROCESS The City is conducting a competitive bidding process for the contract, free from improper influence or lobbying. There shall be no contact concerning this solicitation from Contractors submitting an offer with any member of the City Council, Evaluation Committee Members, or anyone connected with the process for or on behalf of the City. Contact includes direct or indirect contact by the Contractor, its employees, attorneys, lobbyists, surrogates, etc. in an attempt to influence the bidding process.

From the time the RFP or IFB is issued until the expiration of the protest period or the resolution of any protest, whichever is later (the “Black-Out Period”), Contractors, directly or indirectly through others, are restricted from attempting to influence in any manner the decision making process through, including but not limited to, the use of paid media; contacting or lobbying the City Council or City Manager or any other City employee (other than Material Management employees); the use of any media for the purpose of influencing the outcome; or in any other way that could be construed to influence any part of the decision-making process about this RFP or IFB. This provision shall not prohibit a Contractor from petitioning an elected official or engaging in any other protected first amendment activity after the protest period has run or any protest has been resolved, whichever is later.

Violation of this provision will cause the proposal or offer of the Contractor to be found in violation and to be rejected.

	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
---	---	--


2.21 **KEY PERSONNEL** Contractor shall assign specific individuals to the key positions in support of the Contract. Once assigned to work under the Contract, key personnel shall not be removed or replaced without the prior written approval of the City. Upon the replacement of any key personnel, Contractor shall submit the name(s) and qualifications of any new key personnel to the City Contract Administrator or Designee. With the concurrence of the Contract Administrator or Designee, the City shall amend the Contract to reflect the name(s) of any replacement key personnel. Upon any unplanned departure of key personnel, Contractor shall immediately notify the Contract Administrator or Designee.

 <p>GLENDALE</p>	<p>Solicitation Number: IFB 14-36</p> <p>RESIDENTIAL WATER METERS</p>	<p>CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301</p>
--	---	--

3.0

ADDITIONAL SUBMISSION REQUIREMENTS

- 3.1** Contractor shall provide three (3) references from companies for whom Contractor has provided similar products/services in the last five years. Include company name, address, phone number, email address, contract person, a description of the products/services provided.
- 3.2** Contractor is requested to supply their current guarantees, parts list, and exchange programs for those products supplied. Guarantees and exchange programs must be part of the manufacturer's national policy and should not be unique to this bid.


	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

5.0

PRICE SHEET

LOT A: WATER METERS

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.1	6700	EACH	5/8" X 3/4" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 25, lead-free bronze bottom and housing, local read, less connections</u>	\$ <u>54.32</u>	\$ <u>363,944.00</u>
5.2	2100	EACH	3/4" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 35, lead-free bronze bottom and housing, local read, less connections</u>	\$ <u>70.07</u>	\$ <u>147,147.00</u>
5.3	6950	EACH	1" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 70, lead-free bronze bottom and housing, local read, less connections</u>	\$ <u>113.76</u>	\$ <u>790,632.00</u>
5.4	340	EACH	1-1/2" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 120, lead-free bronze housing, local read, less connections</u>	\$ <u>254.10</u>	\$ <u>86,394.00</u>
5.5	445	EACH	2" Meter with Direct Read Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 170, lead-free bronze housing, local read, less connections</u>	\$ <u>357.51</u>	\$ <u>159,091.95</u>
Sub-Total (Item 5.1 thru 5.5)					\$ 1,547,208.95

 GLENDALÉ	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
--	--	---

LOT B: ITRON Electronic Radio Transmitter (ERT)

ITEM NO.	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE (B)	EXTENDED PRICE (A X B)
5.6	2500	EACH	ITRON 60W ERT with In-line Connector Product No. <small>100W+ ERT with in-line connector</small>	\$ <u>90.00</u>	\$ <u>225,000.00</u>
Sub-Total (Item 5.6)					\$ 225,000.00

Sub-Total (Item 5.1 thru 5.5)	\$ 1,547,208.95
Sub-Total (Item 5.6)	\$ 225,000.00
Grand Total (Item 5.1 thru 5.6)	\$ 1,772,208.95

5.7 TAX AMOUNT Contractor should not include any use tax or federal tax in their bid price. The City is exempt from the payment of federal excise tax and will add use tax as applicable. For the purpose of determining the lowest cost, the City will not take tax into consideration.

Tax %: 9.2%

5.8 DELIVERY All items shall be delivered within 30 calendar days after receipt of order (ARO).

5.9 OPTIONAL ITEMS Contractor shall provide pricing for the following parts and accessories.

ITEM NO.	UNIT OF MEASURE	DESCRIPTION	UNIT PRICE
5.9.1	EACH	5/8" x 3/4" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <small>RDCL Model 25, lead-free bronze housing and bottom with ADF encoder and 5' in-line connector cable, less connections</small>	\$ <u>95.17</u>
5.9.2	EACH	3/4" Meter with Encoded Register	



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301


		Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 35, lead-free bronze housing and bottom with ADE encoder and 5' in-line connector cable, less connections</u>	\$ <u>110.92</u>
5.9.3	EACH	1" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 70, lead-free bronze housing and bottom with ADE encoder and 5' in-line connector cable, less connections</u>	\$ <u>154.61</u>
5.9.4	EACH	1-1/2" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 120, lead-free bronze housing with ADE encoder and 5' in-line connector cable, less connections</u>	\$ <u>294.95</u>
5.9.5	EACH	2" Meter with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RDCL Model 170, lead-free bronze housing with ADE encoder and 5' in-line connector cable, less connections</u>	\$ <u>398.36</u>
5.9.6	EACH	Encoded Register for 5/8" x 3/4" Meter Manufacturer: <u>Badger Meter</u> Product No. <u>ADE encoder with 5' in-line connector cable for Model 25</u>	\$ <u>50.98</u>
5.9.7	EACH	Encoded Register for 3/4" Meter Manufacturer: <u>Badger Meter</u> Product No. <u>ADE encoder with 5' in-line connector cable for Model 35</u>	\$ <u>50.98</u>
5.9.8	EACH	Encoded Register for 1" Meter Manufacturer: <u>Badger Meter</u> Product No. <u>ADE encoder with 5' in-line connector cable for Model 70</u>	\$ <u>50.98</u>
5.9.9	EACH	Encoded Register for 3" & larger Turbo Meters Manufacturer: <u>Badger Meter</u> Product No. <u>ADE encoder with 25' in-line connector cable for 3" T-450 meter</u>	\$ <u>70.00</u>
5.9.10	EACH	Encoded Register for 3" & larger Compound Meters Manufacturer: <u>Badger Meter</u> Product No. <u>(2) ADE encoders with 25' in-line connector cable for 3" T-450 meter</u>	\$ <u>140.00</u>
5.9.11	EACH	ITRON 60W ERT with In-Line Connector Product No. <u>100W+ ERT with in-line connector</u>	\$ <u>90.00</u>
5.9.12	EACH	3" Turbo Meter, Local Register Manufacturer: <u>Badger Meter</u>	\$ <u>599.06</u>



Solicitation Number: IFB 14-36
RESIDENTIAL WATER METERS

CITY OF GLENDALE
Materials Management
5850 West Glendale
Avenue, Suite 317
Glendale, Arizona 85301

		Product No. <u>RCDL T-450, lead-free bronze, local read, less connections</u>	
5.9.13	EACH	4" Turbo Meter, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-1000, lead-free bronze, local read, less connections</u>	\$ <u>953.78</u>
5.9.14	EACH	6" Turbo Meter, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-2000, lead-free bronze, local read, less connections</u>	\$ <u>2,456.12</u>
5.9.15	EACH	3" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>1,616.76</u>
5.9.16	EACH	4" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>2,563.42</u>
5.9.17	EACH	6" Compound Meter, with Encoded Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL Compound Series meter, lead-free bronze, ADE encoder with 25' in-line connector, less connections</u>	\$ <u>3,651.22</u>
5.9.18	EACH	Digital Totalizer, Remote Manufacturer: <u>Badger Meter</u> Product No.	\$ <u>no bid</u>
5.9.19	EACH	Digital Totalizer and Flow Rate Indicator Manufacturer: <u>Badger Meter</u> Product No.	\$ <u>no bid</u>
5.9.20	EACH	3" Turbo Meter, Integral Strainer, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-450, lead-free bronze with integral strainer, local read, less connections</u>	\$ <u>920.20</u>
5.9.21	EACH	4" Turbo Meter, Integral Strainer, Local Register Manufacturer: <u>Badger Meter</u> Product No. <u>RCDL T-1000, lead-free bronze with integral strainer, local read, less connections</u>	\$ <u>1,383.90</u>

	Solicitation Number: IFB 14-36 RESIDENTIAL WATER METERS	CITY OF GLENDALE Materials Management 5850 West Glendale Avenue, Suite 317 Glendale, Arizona 85301
---	--	---

If Contractor have current catalog or price book for replacement parts and accessories, Contractor shall provide a discount off of manufacturer's list price and submit the catalog or price book with the offer.

Discount off of Manufacturer's List Price: 15 %

The City reserves the right to accept or reject the optional items when deemed to be in the best interest of the City. Upon acceptance by the City, the optional items, the catalog or price book and the discount % shall become part of the agreement. No alterations, modifications or updates shall be allowed to the catalog or price book without prior approval by the City.

5.10 PROCUREMENT CARD ORDERING CAPABILITY Please check the appropriate box.

Yes, I will accept payment under this contract with the Procurement Card.

No, I will not accept payment under this contract with the Procurement Card.

Company Name Badger Meter, Inc.

BADGER METER, INC.

City of Glendale, AZ
May 29, 2014

**ACKNOWLEDGEMENT OF ADDENDA
CITY OF GLENDALE
SOLICITATION NUMBER: IFB 14-36**

- To date, no addendums to the Solicitation have been received.



Badger Meter

4545 W Brown Deer Road
PO Box 245036
Milwaukee, Wisconsin 53224-9536
414-355-0400 | 800-876-3837
www.badgermeter.com

May 29, 2014

VIA FEDERAL EXPRESS



City of Glendale
Materials Management
5850 West Glendale Avenue, Suite 317
Glendale, AZ 85301

**Re: Solicitation Number: IFB 14-36 Residential Water Meters
Submittal Due: June 2, 2014 at 2:00 p.m.**

Dear Sir or Madam:

This letter is attached to and becomes a part of our bid to furnish water meters, encoders and endpoints to the City of Glendale, Arizona.

If this bid is awarded to Badger Meter and if acceptance is made by the City within ninety (90) days, the prices quoted herein will remain firm for two (2) years.

Payment terms are net thirty (30) days.

As required by Section 2.2 and 2.3 of the specifications, hardcopy of the 1) Offer Sheet, 2) Price Sheets, 3) Solicitation Addendum (if applicable) and 4) Specifications and Additional Submission Requirements are attached, along with our product literature. The enclosed CD contains the following files:

- Cover letter, delivery schedule, references, sample insurance certificate
- Offer sheet
- Price Sheet
- Solicitation Addendum - none received
- Specifications (section 1.0) and Additional Submission Requirements (section 3.0)
- Product Literature, including: warranties, product data sheets, parts lists, parts price list and FDM checklist/checklist guide for Itron endpoints

Also, as requested in the Special Terms and Conditions, 2.18, if the need arises to contact Badger Meter for emergency business services, please note the following points of contact:

- Primary: Badger Meter Technical/Customer Support: (800) 456-5023
- Secondary: Zac Cox, Badger Meter Account Manager: (414) 207-1449

Additionally, as requested in the specifications, page 5., 1.7 - Guarantees and Exchange Programs: Badger Meter local registers and chambers qualify for our component exchange program and may receive up to an additional 7% discount beyond your parts pricing.

BADGER METER, INC.

City of Glendale
Materials Management
May 29, 2014
Page | 2

Please note the following items:

- The local registers are bid with bronze alloy lids and shrouds. The registers are not in contact with the drinking water, therefore the bronze alloy is not the same lead-free bronze alloy as used in the meter housings.
- The Absolute Digital Encoder (ADE[®]) registers will be supplied with a plastic lid and plastic shroud.
- The ADE is warranted to be free from defects in materials and workmanship, appearing within the earlier of either: Ten (10) years after installation or ten (10) years and six (6) months after shipment from Badger Meter.
- To support Itron's change from Endpoint Link to Field Deployment Manager (FDM) software for programming ERTs, the attached FDM Checklist (TDC-0942-115) should be completed and submitted to Itron. If you have any questions regarding this process, please contact your Badger Meter sales representative for more information.
- Itron has announced the release of the 100W+ series water ERT for both indoor and pit applications. The 100W+ series endpoint utilizes the SCM+ message and will replace the current 100W product. Update, upgrade and/or replacement of the Utility's current Itron reading equipment and software, as well as other utility systems to support the SCM+ message, may be required and is not a part of this offer.
- Our ability to provide a factory-programmed and tested 100W/100W+ solution is dependent on receipt of and access to the Itron FDM file for the City of Glendale. All delivery lead times are also dependent upon our receipt of the appropriate FDM files for programming.
- Update, upgrade and/or replacement of the Utility's current Itron reading equipment and software, as well as other utility systems, may be required to support Itron's transition to the 100W+ series ERTs and are not a part of this offer. Please refer to Itron SCM+ documentation for specific information.
- Certification files can be provided to the City to help manage meter and endpoint inventory and to maintain meter accuracy data. Upon request, we will provide an electronic format of this data to the City's designated user. Please note that our standard method of delivery is via electronic mail, and any deviations from this format, or any custom file formats, will be considered on a time and material basis. Please contact the Badger Meter Technical Support Group (1-800-456-5023) for more information.
- Badger Meter continues to improve and redesign our products to provide our customers with state-of-the-art technology solutions. Therefore, we reserve the right to provide our newest product solutions as an alternative to the proposed products, provided the replacement products meet the following requirements: are substantially similar, are at least of equal quality and performance, are in conformance with the requirements in the applicable specifications, meet the actual needs or are otherwise suitable for the intended use, and are priced at an amount that does not exceed the price of the quoted products.

BADGER METER, INC.

City of Glendale
Materials Management
May 29, 2014
Page | 3

- Badger Meter will extend bid pricing to participating agencies based on similarly situated products, including exact product specifications and similar quantities, as per this bid, providing those agencies would qualify as Badger direct customers and are not authorized accounts to a Badger Distributor.
- Insurance: The cancellation clause on the certificate of insurance reflects the new ACORD standard, and we regret that our insurer cannot modify it. However, our insurer assures us that Badger Meter will receive notice of cancellation of the policies with ample time to provide the City of Glendale notification per the bid specification. Therefore, Badger Meter will comply with the bid requirement to give 10 days' advanced notice of insurance cancellation, if, for some unforeseen reason, we choose not to renew the policies at the levels required by the bid.
- Also, please note, Badger Meter has ample coverage to satisfy the City of Glendale's concerns for supply-only contracts. The following requirements are more appropriately utilized in circumstances other than a supply-only contract:
 - additional insured status;
 - primary and non-contributory language; and
 - waiver of subrogation
- We have enclosed a sample of our Certificate of Liability insurance for your review. Please be advised that this is the authorized Certificate of Insurance form currently being utilized in the insurance industry. Our insurer is obligated to use this form should Badger Meter be awarded a contract with the City.

In the event that you have any questions concerning our response, I can be reached by telephone at (800) 876-3837, extension 15896, or via email at bids@badgermeter.com.

We would appreciate a copy of the bid results for our records. For your convenience, I have enclosed a self-addressed, stamped envelope for return of the bid tabulation.

Badger Meter appreciates this opportunity to support the metering needs of the City of Glendale.

Sincerely,
BADGER METER, INC.



Theresa M. Szafranski
Assistant Secretary

TMS/rl
enclosures

cc: Zac Cox, Account Manager – Badger Meter
Alan Breese, Sales Support Manager – Badger Meter

BADGER METER, INC.

City of Glendale
 Materials Management
 May 29, 2014
 Page | 4

DELIVERY SCHEDULE

Quantity	Item No.	Description/Product	Delivery – after receipt of order (ARO)
6700	5.1	5/8" x 3/4" Meter with Direct Read Recordall Model 25 lead-free bronze housing and bottom, local read, bronze lid and shroud , less connections	up to 648 meters every 30 days ARO
2100	5.2	3/4" Meter with Direct Read - Recordall Model 35 lead-free bronze housing and bottom, local read, bronze lid and shroud, less connections	up to 216 meters every 30 days ARO
6950	5.3	1" Meter with Direct Read – Recordall Model 70 lead-free bronze housing and bottom, local read, bronze lid and shroud, less connections	up to 720 meters every 30 days ARO
340	5.4	1 1/2" Meter with Direct Read – Recordall Model 120 lead-free bronze housing, local read – bronze lid and shroud, less connections	up to 28 meters every 30 days ARO
445	5.5	2" Meter with Direct Read – Recordall Model 170 lead-free bronze housing, local read, bronze lid and shroud, less connections	up to 38 meters every 30 days ARO
2500	5.6	Itron water endpoint, 100W+ *	up to 216 endpoints every 30 days ARO
tbd	5.9.1	5/8" x 3/4" Meter with encoder register Recordall Model 25 lead-free bronze housing and bottom, Absolute Digital Encoder (ADE®), 5' lead with in-line connector less connections	up to 648 meters every 30 days ARO
tbd	5.9.2	3/4" Meter with encoder register Recordall Model 35 lead-free bronze housing and bottom, ADE, 5' lead with in-line connector, less connections	up to 216 meters every 30 days ARO
tbd	5.9.3	1" Meter with encoder register Recordall Model 70 lead-free bronze housing and bottom, ADE, 5' lead with in-line connector, less connections	up to 720 meters every 30 days ARO
tbd	5.9.4	1 1/2" Meter with encoder register Recordall Model 120 lead-free bronze housing, ADE, 5' lead with in-line connector, less connections	up to 28 meters every 30 days ARO
tbd	5.9.5	2" Meter with encoder register Recordall Model 170 lead-free bronze housing, ADE, 5' lead with in-line connector, less connections	up to 38 meters every 30 days ARO
tbd	5.9.6	Encoded Register for 5/8" x 3/4" meter ADE, 5' lead with in-line connector for Model 25	up to 120 registers every 30 days ARO
tbd	5.9.7	Encoded Register for 3/4" meter ADE, 5' lead with in-line connector for Model 35	up to 120 registers every 30 days ARO

BADGER METER, INC.

City of Glendale
 Materials Management
 May 29, 2014
 Page | 5

tbd	5.9.8	Encoded Register for 1" meter ADE, 5' lead with in-line connector for Model 70	up to 120 registers every 30 days ARO
tbd	5.9.9	Encoded Register for 3" and larger turbo meters ADE, 25' lead with in-line connector for turbo series meters	up to 120 registers every 30 days ARO
tbd	5.9.10	Encoded Register for 3" and larger compound meters (2) ADEs w/ 25' leads with in-line connector for compound series meters	up to 120 registers every 30 days ARO
tbd	5.9.11	Itron water endpoint, 100W+ *	up to 216 endpoints every 30 days ARO
tbd	5.9.12	3" Turbo, local register Turbo Series T-450, lead-free bronze, local read, bronze lid/shroud, less connections	up to 12 meters every 30 days ARO
tbd	5.9.13	4" Turbo, local register Turbo Series T-1000, lead-free bronze, local read, bronze lid/shroud, less connections	up to 6 meters every 30 days ARO
tbd	5.9.14	6" Turbo, local register Turbo Series T-2000, lead-free bronze, local read, bronze lid/shroud, less connections	up to 2 meters every 30 days ARO
tbd	5.9.15	3" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 6 meters every 30 days ARO
tbd	5.9.16	4" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 4 meters every 30 days ARO
tbd	5.9.17	6" Compound Meter, with encoded register Compound Series, lead-free bronze, (2) ADEs w/ 25' leads with in-line connector, less connection	up to 4 meters every 30 days ARO
tbd	5.9.18	no bid	no bid
tbd	5.9.19	no bid	no bid
tbd	5.9.20	3" Turbo Meter, Integral Strainer, Local Register Turbo Series T-450 with integral strainer, lead-free bronze, local read, bronze lid/shroud, less connections	up to 12 meters every 30 days ARO
tbd	5.9.21	4" Turbo Meter, Integral Strainer, Local Register Turbo Series T-450 with integral strainer, lead-free bronze, local read, bronze lid/shroud, less connections	up to 6 meters every 30 days ARO

*delivery lead times are dependent upon our receipt of the appropriate FDM files for programming.



4545 W Brown Deer Road
 PO Box 245036
 Milwaukee, Wisconsin 53224-9536
 414-355-0400 | 800-876-3837
 www.badgermeter.com

REFERENCES

BADGER METER CUSTOMERS PURCHASING SIMILAR PRODUCTS/SERVICES AS BID HEREIN IN THE LAST FIVE YEARS

Customer Information	Customer Contact Information	Description of Products/Services Provided
City of Scottsdale Water Operations 9312 N. 94 th Street Scottsdale, AZ 85258	Dave Petty, Water Resources Administrator email: dpetty@scottsdaleaz.gov phone: (480) 312-5650	Recordall meters, sizes 5/8", 3/4", 1", 1 1/2" & 2" with Absolute Digital Encoders (ADE [®])
City of Phoenix Water Services Department 138 E. Union Hills Drive 10255 N. 23 rd Avenue Phoenix, AZ 85024	Ed Perez, Water Customer Services Administrator email: ed.perez@phoenix.gov phone: (602) 262-6379	Recordall meters, sizes 5/8" through 6" with ADEs
City of Yuma Utilities Department 155 West 14 th Street Yuma, AZ 85364	Christie Egan, Meter Services Coordinator email: Christie.egan@yumaaz.gov phone: (928) 373-4603	Recordall meters, sizes 5/8" through 6" with Recordall Transmitter Registers (RTR [®]) and ORION [®] transmitters



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
12/30/2013

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).


PRODUCER Hays Companies of Wisconsin, Inc. 1200 North Mayfair Road, Suite 100 Milwaukee, WI 53226	1-414-443-0000 CONTACT NAME: PHONE (A/C No. Ext): E-MAIL ADDRESS:	FAX (A/C No.):
	INSURER(S) AFFORDING COVERAGE	
INSURED Badger Meter, Inc. 4545 West Brown Deer Road Milwaukee, WI 53223	INSURER A: TRAVELERS PROP CAS CO OF AMER NAIC # 25674	
	INSURER B: AMERICAN GUAR & LIAB INS 26247	
	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 37822794** **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADCL INSR	SUBR INSR	WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC				Y660 268J2023 TIL 14	01/01/14	01/01/15	EACH OCCURRENCE	\$ 1,000,000
								DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 300,000
								MED EXP (Any one person)	\$ 10,000
								PERSONAL & ADV INJURY	\$ 1,000,000
								GENERAL AGGREGATE	\$ 4,000,000
								PRODUCTS - COMPIOP AGG	\$ 2,000,000
									\$
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS				Y810 268J2035 TIL 14	01/01/14	01/01/15	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
								BODILY INJURY (Per person)	\$
								BODILY INJURY (Per accident)	\$
								PROPERTY DAMAGE (Per accident)	\$
									\$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000				YSMCP268J2047-TIL-14	01/01/14	01/01/15	EACH OCCURRENCE	\$ 5,000,000
								AGGREGATE	\$ 5,000,000
									\$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below			Y/N	WC 9806273 02	01/01/14	01/01/15	<input checked="" type="checkbox"/> WC STATU-TORY LIMITS <input type="checkbox"/> OTH-ER	
				N/A				E.L. EACH ACCIDENT	\$ 500,000
								E.L. DISEASE - EA EMPLOYEE	\$ 500,000
								E.L. DISEASE - POLICY LIMIT	\$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)

CERTIFICATE HOLDER For Sample Use Only For Supply Only Contracts	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE 

© 1988-2010 ACORD CORPORATION. All rights reserved.



**FINANCE DEPARTMENT/MATERIALS
MANAGEMENT**

BID TABULATION SHEET

IFB NAME: RESIDENTIAL WATER METERS

IFB NO.: 14-36

DUE DATE: June 2, 2014

CONTRACT ANALYST: Elmer Garcia

HD Supply Waterworks, LTD	Badger Meter
--------------------------------------	---------------------

ITEM NO.	DESCRIPTION	ESTIMATED QUANTITY (A)	UNIT OF MEASURE	UNIT PRICE (B)	EXTENDED PRICE (A X B)	UNIT PRICE (B)	EXTENDED PRICE (A X B)
Lot A: Water Meters				*	*		
5.1	5/8" x 3/4" Meter with Direct Read Register	6700	EACH	\$43.53	\$291,651.00	\$54.32	\$363,944.00
5.2	3/4" Meter with Direct Read Register	2100	EACH	\$64.71	\$135,891.00	\$70.07	\$147,147.00
5.3	1" Meter with Direct Read Register	6950	EACH	\$97.65	\$678,667.50	\$113.76	\$790,632.00
5.4	1-1/2" Meter with Direct Read Register	340	EACH	\$264.71	\$90,001.40	\$254.10	\$86,394.00
5.5	2" Meter with Direct Read Register	445	EACH	\$370.59	\$164,912.55	\$357.51	\$159,091.95
Sub-Total (Item 5.1 thru 5.5)					\$1,361,123.45		\$1,547,208.95

Lot B: ITRON Electronic Radio Transmitter (ERT)							
5.6	ITRON 60w ERT with In-Line Connector	2500	EACH	No Bid	No Bid	\$90.00	\$225,000.00
Sub-Total (Item 5.6)				No Bid			\$225,000.00
GRAND TOTAL					\$1,361,123.45		\$1,772,208.95

Award Determination:

Award is recommended to: Badger Meter for items 5.1, 5.2, 5.3, 5.4, 5.5 and 5.6
 Badger Meter is determined to be responsive; responsible and is the lowest bidder in each respective category.

* HD Water Supply Works LTD's offer was deemed non-responsive. Water meters offered by HD Water Supply Works, LTD were manufactured by Neptune Technology Group and have not yet undergone a three-year field test by the City.




ACCEPTANCE AGREEMENT

INVITATION FOR BID NO. IFB 14-36
DESCRIPTION: RESIDENTIAL WATER METERS

1. This is to notify you that on October 14, 2014, the Glendale City Council will be voting to award IFB 14-36 to your company, Badger Meter, Inc.
2. This notification constitutes an 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 this Agreement shall be for two (2) years initial period with the option of the City and with the approval of the Contractor to extend this agreement for three (3) additional years in one (1) year increments based on satisfactory Contract performance.
4. A contract administrator shall administer the Agreement for the City. The contract administrator for the City shall be Anthony Weathersby.
5. This Agreement does not constitute a commitment to purchase on the part of the City of Glendale.
6. You are required to sign and return this Agreement within 10 days from the date of this notice. Failure to furnish a signed a copy of this document to the City of Glendale will be considered a default. The City shall be entitled to such 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:	<u>BADGER METER, Inc.</u>	Contractor Signature:	 <u>Szafiranski</u>
Company Address:	<u>4545 W. Brown Deer Rd</u> <u>Milwaukee, WI 53223</u>	Printed Name and Title:	<u>Theresa M. Zsafiranski/Asst Sec</u>
		Email Address:	<u>bids@badgermeter.com</u>

ACCEPTANCE OF OFFER

The Offer is hereby accepted. The Contractor is now bound to sell the materials or services specified in the Agreement, including all terms and conditions, specifications, addenda, etc. Contractor is cautioned not to provide any material or service under this contract until Contractor receives a Purchase Order.

City of Glendale City Manager or Designee Signature: _____
Printed Name and Title: Brenda S. Fischer or Tim Burkeen
Date: _____



Legislation Description

File #: 14-294, **Version:** 1

AUTHORIZATION TO ENTER INTO A PROFESSIONAL SERVICES AGREEMENT WITH NINYO & MOORE GEOTECHNICAL CONSULTANTS, INC. FOR IMPROVEMENTS AT THE CHOLLA WATER TREATMENT PLANT

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

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a professional services agreement with Ninyo & Moore Geotechnical Consultants, Inc. and approve expenditure of funds for the development and implementation of solutions to improve soil conditions throughout the Cholla Water Treatment Plant in an amount not to exceed \$134,460.

Background

Staff at the Cholla Water Treatment Plant has identified several areas showing signs of soil settlement. This soil movement could impact the operations and safety of the facility if no action is taken.

This agreement provides engineering services covering design and construction administration.

Analysis

This project will implement solutions to prevent any additional settling and restore ground elevations. Ninyo & Moore Geotechnical Consultants was selected from the current pre-qualified Engineering Consultants On-Call List to provide services for this project.

Budget and Financial Impacts

Funds are available in the Water Services FY 2014-15 Capital Improvement Plan budget as follows:

Cost	Fund-Department-Account
\$134,460	2400-61024-550800, Cholla Water Plant Process Improvements

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

PROFESSIONAL SERVICES AGREEMENT
Cholla Water Treatment Plant Soil Settlement
Project 121329

This Professional Services Agreement ("Agreement") is entered into and effective between CITY OF GLENDALE, an Arizona municipal corporation ("City") and Ninyo & Moore Geotechnical & Environmental Sciences Consultants, a California corporation, authorized to do business in the State of Arizona, ("Consultant") as of the _____ day of _____, 20____ ("Effective Date").

RECITALS

- A. City intends to undertake a project for the benefit of the public and with public funds that is more fully set forth in **Exhibit A**, Project (the "Project");
- B. City desires to retain the professional services of Consultant to perform certain specific duties and produce the specific work as set forth in the attached **Exhibit B**, Project Scope of Work ("Scope");
- C. Consultant desires to provide City with professional services ("Services") consistent with best consulting or architectural practices and the standards set forth in this Agreement, in order to complete the Project; and
- D. City and Consultant desire to memorialize their agreement with this document.

AGREEMENT

The parties hereby agree as follows:

1. Key Personnel; Other Consultants and Subcontractors.

- 1.1 Professional Services. Consultant will provide all Services necessary to assure the Project is completed timely and efficiently consistent within Project requirements, including, but not limited to, working in close interaction and interfacing with City and its designated employees, and working closely with others, including other consultants or contractors, retained by City.
- 1.2 Project Team.
 - a. Project Manager.
 - (1) Consultant will designate an employee as Project Manager with sufficient training, knowledge, and experience to, in the City's opinion, complete the project and handle all aspects of the Project such that the work produced by Consultant is consistent with applicable standards as detailed in this Agreement; and
 - (2) The City must approve the designated Project Manager.
 - b. Project Team.
 - (1) The Project Manager and all other employees assigned to the Project by Consultant will comprise the "Project Team."
 - (2) Project Manager will have responsibility for and will supervise all other employees assigned to the Project by Consultant.
 - c. Discharge, Reassign, Replacement.
 - (1) Consultant acknowledges the Project Team is comprised of the same persons and roles for each as may have been identified in **Exhibit A**.
 - (2) Consultant will not discharge, reassign, replace or diminish the responsibilities of any of the employees assigned to the Project who have been approved by City without City's prior written consent unless that person leaves the employment of Consultant, in which event the substitute must first be approved in writing by City.

- (3) Consultant will change any of the members of the Project Team at the City's request if an employee's performance does not equal or exceed the level of competence that the City may reasonably expect of a person performing those duties, or if the acts or omissions of that person are detrimental to the development of the Project.

d. Subcontractors.

- (1) Consultant may engage specific technical contractors (each a "Subcontractor") to furnish certain service functions.
- (2) Consultant will remain fully responsible for Subcontractor's services.
- (3) Subcontractors must be approved by the City.
- (4) Consultant will certify by letter that all contracts with Subcontractors have been executed incorporating requirements and standards as set forth in this Agreement.

2. **Schedule.** The Services will be undertaken in a manner that ensures the Project is completed timely and efficiently in accordance with the Project.

3. **Consultant's Work.**

3.1 Standard. Consultant must perform Services in accordance with the standards of due diligence, care, and quality prevailing among consultants having substantial experience with the successful furnishing of Services for projects that are equivalent in size, scope, quality, and other criteria under the Project and identified in this Agreement.

3.2 Licensing. Consultant warrants that:

- a. Consultant and its Subconsultants or Subcontractors will hold all appropriate and required licenses, registrations and other approvals necessary for the lawful furnishing of Services ("Approvals"); and
- b. Neither Consultant nor any Subconsultant or Subcontractor has been debarred or otherwise legally excluded from contracting with any federal, state, or local governmental entity ("Debarment").
 - (1) City is under no obligation to ascertain or confirm the existence or issuance of any Approvals or Debarments, or to examine Consultant's contracting ability.
 - (2) Consultant must notify City immediately if any Approvals or Debarment changes during the Agreement's duration. The failure of the Consultant to notify City as required will constitute a material default under the Agreement.

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

3.4 Coordination; Interaction.

- a. For projects that the City believes requires the coordination of various professional services, Consultant will work in close consultation with City to proactively interact with any other professionals retained by City on the Project ("Coordinating Project Professionals").
- b. Consultant will meet to review the Project, Schedule and in-progress work with Coordinating Project Professionals and City as often and for durations as City reasonably considers necessary in order to ensure the timely work delivery and Project completion.
- c. For projects not involving Coordinating Project Professionals, Consultant will proactively interact with any other contractors when directed by City to obtain or disseminate timely information for the proper execution of the Project.

3.5 Work Product.

- a. **Ownership.** Upon receipt of payment for Services furnished, Consultant grants to City, and will cause its Subconsultants or Subcontractors to grant to the City, the exclusive ownership of and all copyrights, if any, to evaluations, reports, drawings, specifications, project manuals, surveys, estimates, reviews, minutes, all "architectural work" as defined in the United States Copyright Act, 17 U.S.C § 101, *et seq.*, and other intellectual work product as may be applicable ("Work Product").
 - (1) This grant is effective whether the Work Product is on paper (e.g., a "hard copy"), in electronic format, or in some other form.
 - (2) Consultant warrants, and agrees to indemnify, hold harmless and defend City for, from and against any claim that any Work Product infringes on third-party proprietary interests.
- b. **Delivery.** Consultant will deliver to City copies of the preliminary and completed Work Product promptly as they are prepared.
- c. **City Use.**
 - (1) City may reuse the Work Product at its sole discretion.
 - (2) In the event the Work Product is used for another project without further consultations with Consultant, the City agrees to indemnify and hold Consultant harmless from any claim arising out of the Work Product.
 - (3) In such case, City will also remove any seal and title block from the Work Product.

4. **Compensation for the Project.**

- 4.1 **Compensation.** Consultant's compensation for the Project, including those furnished by its Subconsultants or Subcontractors will not exceed \$134,460 as specifically detailed in **Exhibit D** ("Compensation").
- 4.2 **Change in Scope of Project.** The Compensation may be equitably adjusted if the originally contemplated Scope as outlined in the Project is significantly modified.
 - a. Adjustments to Compensation require a written amendment to this Agreement and may require City Council approval.
 - b. Additional services which are outside the Scope of the Project contained in this Agreement may not be performed by the Consultant without prior written authorization from the City.
 - c. Notwithstanding the incorporation of the Exhibits to this Agreement by reference, should any conflict arise between the provisions of this Agreement and the provisions found in the Exhibits and accompanying attachments, the provisions of this Agreement shall take priority and govern the conduct of the parties.
- 4.3 **Allowances.** An "Allowance" may be identified in **Exhibit D** only for work that is required by the Scope and the value of which cannot reasonably be quantified at the time of this Agreement.
 - a. As stated in Sec. 4.1 above, the Compensation must incorporate all Allowance amounts identified in **Exhibit D** and any unused allowance at the completion of the Project will remain with City.
 - b. Consultant may not add any mark-up for work identified as an Allowance and which is to be performed by a Subconsultant.
 - c. Consultant will not use any portion of an Allowance without prior written authorization from the City.

- d. Examples of Allowance items include, but are not limited to, subsurface pothole investigations, survey, geotechnical investigations, public participation, radio path studies and material testing.

4.4 Expenses. City will reimburse Consultant for certain out-of-pocket expenses necessarily incurred by Consultant in connection with this Agreement, without mark-up (the "Reimbursable Expenses"), including, but not limited to, document reproduction, materials for book preparation, postage, courier and overnight delivery costs incurred with Federal Express or similar carriers, travel and car mileage, subject to the following:

- a. Mileage, airfare, lodging and other travel expenses will be reimbursable only to the extent these would, if incurred, be reimbursed to City of Glendale personnel under its policies and procedures for business travel expense reimbursement made available to Consultant for review prior to the Agreement's execution, and which policies and procedures will be furnished to Consultant;
- b. The Reimbursable Expenses in this section are approved in advance by City in writing; and
- c. The total of all Reimbursable Expenses paid to Consultant in connection with this Agreement will not exceed the "not to exceed" amount identified for Reimbursable Services in the Compensation.

5. Billings and Payment.

5.1 Applications.

- a. Consultant will submit monthly invoices (each, a "Payment Application") to City's Project Manager and City will remit payments based upon the Payment Application as stated below.
- b. The period covered by each Payment Application will be one calendar month ending on the last day of the month.

5.2 Payment.

- a. After a full and complete Payment Application is received, City will process and remit payment within 30 days.
- b. Payment may be subject to or conditioned upon City's receipt of:
 - (1) Completed work generated by Consultant and its Subconsultants and Subcontractors; and
 - (2) Unconditional waivers and releases on final payment from all Subconsultants and Subcontractors as City may reasonably request to assure the Project will be free of claims arising from required performances under this Agreement.

5.3 Review and Withholding. City's Project Manager will timely review and certify Payment Applications.

- a. If the Payment Application is rejected, the Project Manager will issue a written listing of the items not approved for payment.
- b. City may withhold an amount sufficient to pay expenses that City reasonably expects to incur in correcting the deficiency or deficiencies rejected for payment.

6. Termination.

6.1 For Convenience. City may terminate this Agreement for convenience, without cause, by delivering a written termination notice stating the effective termination date, which may not be less than 15 days following the date of delivery.

- a. Consultant will be equitably compensated for Services furnished prior to receipt of the termination notice and for reasonable costs incurred.

- b. Consultant will also be similarly compensated for any approved effort expended, and approved costs incurred, that are directly associated with Project closeout and delivery of the required items to the City.

6.2 **For Cause.** City may terminate this Agreement for cause if Consultant fails to cure any breach of this Agreement within seven days after receipt of written notice specifying the breach.

- a. Consultant will not be entitled to further payment until after City has determined its damages. If City's damages resulting from the breach, as determined by City, are less than the equitable amount due but not paid Consultant for Services furnished, City will pay the amount due to Consultant, less City's damages, in accordance with the provision of Sec. 5.
- b. If City's direct damages exceed amounts otherwise due to Consultant, Consultant must pay the difference to City immediately upon demand; however, Consultant will not be subject to consequential damages more than \$1,000,000 or the amount of this Agreement, whichever is greater.

7. **Conflict.** Consultant acknowledges this Agreement is subject to A.R.S. § 38-511, which allows for cancellation of this Agreement in the event any person who is significantly involved in initiating, negotiating, securing, drafting, or creating the Agreement on City's behalf is also an employee, agent, or consultant of any other party to this Agreement.

8. **Insurance.**

8.1 **Requirements.** Consultant must obtain and maintain the following insurance ("Required Insurance"):

- a. Consultant and Subconsultants and Subcontractors. Consultant, and each Subconsultant or Subcontractor 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 Party's 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 \$2,000,000 annual aggregate limit.
 - (2) Subconsultants and Subcontractors 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. Professional Liability. Consultant must maintain a professional errors and omissions liability policy providing a minimum limit of \$5,000,000 for each claim and a \$5,000,000 annual aggregate limit.
- d. Auto. A business auto policy providing a liability limit of at least \$1,000,000 per accident for Consultant and \$1,000,000 per accident for Subconsultants and Subcontractors and covering owned, non-owned and hired automobiles.
- e. Workers' Compensation and Employer's Liability. Consultant must also maintain a workers' compensation and employer's liability policy providing at least the minimum benefits required by Arizona law.

- f. 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's Policies;
 - (2) Reduction of the coverage limits of any of Consultant's Policies; and
 - (3) Any other material modification of Consultant's Policies related to this Agreement.
- g. 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's Policies, which will confirm the existence or issuance of Consultant's Policies in accordance with the provisions of this section, and copies of the endorsements of 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's Policies, or to examine Consultant's Policies, or to inform Consultant, Subconsultant, or Subcontractor in the event that any coverage does not comply with the requirements of this section.
 - (3) Consultant's failure to secure and maintain Consultant's Policies and to assure Consultant's Policies as required will constitute a material default under the Agreement.
- h. 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 Consultant's Policies (e.g., the requirements pertaining to endorsements to name the parties as additional insured parties and certificates of insurance).
- i. Policies. Except with respect to workers' compensation and Consultant's professional 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 Subconsultants and Subcontractors.

- a. Consultant must also cause its Subconsultants and Subcontractors to obtain and maintain the Required Insurance.
- b. City may consider waiving these insurance requirements for a specific Subconsultant or Subcontractor if City is satisfied the amounts required are not commercially available to the Subconsultant or Subcontractor and the insurance the Subconsultant or Subcontractor does have is appropriate for the Subconsultant or Subcontractor's work under this Agreement.
- c. Consultant and Subcontractors must provide to the City proof of the Required Insurance whenever requested.

8.3 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 Subconsultant or Subcontractor or other person or firm employed by Consultant), whether sustained before or after completion of the Project.
- b. This indemnity and hold harmless provision applies even if a Demand or Expense is in part due to the Indemnified Party's negligence or breach of a responsibility under this Agreement, but in that event, Consultant will be liable only to the extent the Demand or Expense results from the negligence or breach of a responsibility of Consultant or of any person or entity for whom Consultant is responsible.
- c. Consultant is not required to indemnify any Indemnified Parties for, from, or against any Demand or Expense resulting from the Indemnified Party's sole negligence or other fault solely attributable to the Indemnified Party.

9. Immigration Law Compliance.

- 9.1 Consultant, and on behalf of any Subconsultant or Subcontractor, warrants, to the extent applicable under A.R.S. § 41-4401, compliance with all federal immigration laws and regulations that relate to their employees as well as compliance with A.R.S. § 23-214(A) which requires registration and participation with the E-Verify Program.
- 9.2 Any breach of warranty under this section is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 9.3 City retains the legal right to inspect the papers of any Consultant, Subconsultant, or Subcontractor employee who performs work under this Agreement to ensure that the Consultant, Subconsultant or any Subcontractor is compliant with the warranty under this section.
- 9.4 City may conduct random inspections, and upon request of City, Consultant will provide copies of papers and records of Consultant demonstrating continued compliance with the warranty under this section. Consultant agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section.
- 9.5 Consultant agrees to incorporate into any subcontracts under this Agreement the same obligations imposed upon Consultant and expressly accrue those obligations directly to the benefit of the City. Consultant also agrees to require any Subconsultant or Subcontractor to incorporate into each of its own subcontracts under this Agreement the same obligations above and expressly accrue those obligations to the benefit of the City.
- 9.6 Consultant's warranty and obligations under this section to the City is continuing throughout the term of this Agreement or until such time as the City determines, in its sole discretion, that Arizona law has been modified in that compliance with this section is no longer a requirement.
- 9.7 The "E-Verify Program" above means the employment verification program administered by the United States Department of Homeland Security, the Social Security Administration, or any successor program.

10. Notices.

10.1 A notice, request or other communication that is required or permitted under this Agreement (each a "Notice") will be effective only if:

- a. The Notice is in writing; and
- b. Delivered in person or by overnight courier service (delivery charges prepaid), certified or registered mail (return receipt requested).
- c. Notice will be deemed to have been delivered to the person to whom it is addressed as of the date of receipt, if:
 - (1) Received on a business day before 5:00 p.m. at the address for Notices identified for the Party in this Agreement by U.S. Mail, hand delivery, or overnight courier service; or
 - (2) As of the next business day after receipt, if received after 5:00 p.m.
- d. The burden of proof of the place and time of delivery is upon the Party giving the Notice.
- e. Digitalized signatures and copies of signatures will have the same effect as original signatures.

10.2 Representatives.

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

Steven D. Nowaczyk, P.E.
Ninyo & Moore Geotechnical Consultants, Inc.
3202 East Harbour Drive
Phoenix, Arizona 85034

- b. City. City's representative ("City's Representative") authorized to act on City's behalf, and his or her address for Notice delivery is:

City of Glendale
c/o Tom Kaczmarowski, P.E.
5850 West Glendale Avenue, Suite 315
Glendale, Arizona 85301

With required copy to:

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

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

- c. Concurrent Notices.

- (1) All notices to City's representative must be given concurrently to City Manager and City Attorney.
- (2) A notice will not be deemed to have been received by City's representative until the time that it has also been received by the City Manager and the City Attorney.
- (3) City may appoint one or more designees for the purpose of receiving notice by delivery of a written notice to Consultant identifying the designee(s) and their respective addresses for notices.

- d. **Changes.** Consultant or City may change its representative or information on Notice, by giving Notice of the change in accordance with this section at least ten days prior to the change.
11. **Financing Assignment.** City may assign this Agreement to any City-affiliated entity, including a non-profit corporation or other entity whose primary purpose is to own or manage the Project.
12. **Entire Agreement; Survival; Counterparts; Signatures.**
- 12.1 **Integration.** This Agreement contains, except as stated below, the entire agreement between City and Consultant and supersedes all prior conversations and negotiations between the parties regarding the Project or this Agreement.
 - a. Neither Party has made any representations, warranties or agreements as to any matters concerning the Agreement's subject matter.
 - b. Representations, statements, conditions, or warranties not contained in this Agreement will not be binding on the parties.
 - c. Inconsistencies between the solicitation, any addenda attached to the solicitation, the response or any excerpts attached as **Exhibit A**, and this Agreement, will be resolved by the terms and conditions stated in this Agreement.
 - 12.2 **Interpretation.**
 - a. The parties fairly negotiated the Agreement's provisions to the extent they believed necessary and with the legal representation they deemed appropriate.
 - b. The parties are of equal bargaining position and this Agreement must be construed equally between the parties without consideration of which of the parties may have drafted this Agreement.
 - c. The Agreement will be interpreted in accordance with the laws of the State of Arizona.
 - 12.3 **Survival.** Except as specifically provided otherwise in this Agreement, each warranty, representation, indemnification and hold harmless provision, insurance requirement, and every other right, remedy and responsibility of a Party, will survive completion of the Project, or the earlier termination of this Agreement.
 - 12.4 **Amendment.** No amendment to this Agreement will be binding unless in writing and executed by the parties. Electronic signature blocks do not constitute execution for purposes of this Agreement. Any amendment may be subject to City Council approval.
 - 12.5 **Remedies.** All rights and remedies provided in this Agreement are cumulative and the exercise of any one or more right or remedy will not affect any other rights or remedies under this Agreement or applicable law.
 - 12.6 **Severability.** If any provision of this Agreement is voided or found unenforceable, that determination will not affect the validity of the other provisions, and the voided or unenforceable provision will be reformed to conform with applicable law.
 - 12.7 **Counterparts.** This Agreement may be executed in counterparts, and all counterparts will together comprise one instrument.
13. **Term.** The term of this Agreement commences upon the Effective Date and continues for a 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, renewable on an annual basis. Consultant will be notified in writing by the City of its intent to extend the Agreement period at least 30 calendar days prior to the expiration of the original or any renewal Agreement period. Price adjustments will only be reviewed during the Agreement renewal period. There are no automatic renewals of this Agreement.
14. **Dispute Resolution.** Each claim, controversy and dispute (each a "Dispute") between Consultant and City will be resolved in accordance with **Exhibit E**. The final determination will be made by the City.

15. **Exhibits.** The following exhibits, with reference to the term in which they are first referenced, are incorporated by this reference.

- Exhibit A Project
- Exhibit B Scope of Work
- Exhibit C Schedule
- Exhibit D Compensation
- Exhibit E Dispute Resolution

(Signatures appear on the following page.)

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

City of Glendale,
an Arizona municipal corporation

By: Brenda S. Fischer
Its: City Manager

ATTEST:

Pamela Hanna (SEAL)
City Clerk

APPROVED AS TO FORM:

Michael D. Bailey
City Attorney

Ninyo & Moore Geotechnical Consultants, Inc.,
a California corporation

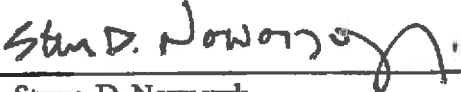

By: Steven D. Nowaczyk
Its: Managing Principal Engineer

EXHIBIT A
Professional Services Agreement

PROJECT

(Cover Page)

Exhibit A

Advance design efforts and finalize design concept; develop drawings, specifications, and construction cost estimates and schedule for use by the City to procure a contractor for this project, and participate in construction administration during the remediation phase; provide bid phase services, including providing answers to contractor related questions during the bid letting phase; and provide construction administration services;

EXHIBIT B
Professional Services Agreement

SCOPE OF WORK

(Cover Page)

Exhibit B

- **Task 1 – Advance design efforts and finalize design concept.**
 - **Task 1.1 – Meet with local City of Glendale staff to evaluate critical utility connections to be addressed during design.**
 - **Task 1.2 – Conduct utility clearances of the areas in questions using as-built drawings, geophysical techniques, and/or pot-holing. This information will be depicted on drawings that will be including in sub task 2.1.**
 - **Task 1.3 – Prepare a Project Design Report summarizing the repair options and detailing the selected alternative to be used for repair. A draft version of this report will be submitted initially for City review and comment, followed by a final version.**
- **Task 2 – Develop drawings, specifications, and construction cost estimates and schedule for use by the City to procure a contractor for this project.**
 - **Task 2.1 – Draft construction drawings (we anticipate a total of 6 to 8 plan sheets) using an AutoCAD format. These drawings will originate from project base files obtained from the City of Glendale. This sub task will include submittal of progress drawings (30% and 90%) for review and comment by the City.**
 - **Task 2.2 – Develop project specifications that include acceptance criteria for construction and material quality. This sub task will include submittal of progress specifications (30% and 90%) for review and comment by the City.**
 - **Task 2.3 – Create a construction cost estimate and anticipated schedule. The construction schedule will establish the anticipated construction duration; identify milestone events; and/or critical path activities. This sub task will include submittal of progress submittals (30% and 90%) for review and comment by the City.**
 - **Task 2.4 – Develop a bid package that will be submitted to the City for construction bid letting. The package will include 100% level construction drawings, project specifications, and anticipated construction schedule. We anticipate bid letting for this project will be for a limited number of pre-selected contractors due to the specialty services needed for this type of construction.**
- **Task 3 – Provide bid phase services, including providing answers to contractor related questions during the bid letting phase.**
- **Task 4 – Provide construction administration services. We anticipate this will include the pre-construction phase that would establish a team wide understanding of the planned project staging and sets of ground rules, roles, and expectations of the parties involved; construction phase Quality Assurance, including on-site monitoring and as-needed oversight testing of backfilling and grout quantities; providing answers to contractor related questions; and project close-out including**

as-built drawings in CADD and PDF formats. This task will also include post-construction field exploration that is needed to verify the performance of the grouting and corroboration that the project specifications were met. The phase of the project is anticipated to take up to three months to complete.

- **Task 5 – Conduct as-needed services related to the aforementioned tasks that are not foreseen at this time (Owner's Allowance Contingency).**

EXHIBIT C
Professional Services Agreement

SCHEDULE

(Cover Page)

Exhibit C
Professional Services Agreement

The anticipated time of completion for this project is approximately 180 days from the notice to proceed.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials

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 \$134,460.

DETAILED PROJECT COMPENSATION

See Attached.

EXHIBIT D
Professional Services Agreement

COMPENSATION

METHOD AND AMOUNT OF COMPENSATION

Time and Materials

NOT-TO-EXCEED AMOUNT

The total amount of compensation paid to Ninyo & Moore, for full completion of all work required by the Project during the entire term of the Project must not exceed \$134,460.00.

DETAILED PROJECT COMPENSATION

Design, Bid and Construction Administration Services Cholla WTP Soil Settlement Remediation Design and Construction - Fee Schedule		
TASK	Hours	COST
Task 1 Design / Final Design Concept	133	\$13,100
Task 2 Drawings / Specifications	246	\$22,790
Task 3 Bid Phase Services	42	\$4,040
Task 4 Construction Administration	552	\$49,560
Task 5 Owners Contingency		\$13,470
Allowance – Grouting Consulting Services		\$12,500
Allowance – Utility Locations		\$15,000
Allowance – Geophysical Equipment Rental		\$3000
Allowance – Copying / Reproduction / Mileage		\$1000
TOTAL PROJECT COST (Time and Materials, Not to Exceed)		\$134,460

EXHIBIT E
Professional Services Agreement

DISPUTE RESOLUTION

1. Disputes.

- 1.1 Commitment. The parties commit to resolving all disputes promptly, equitably, and in a good-faith, cost-effective manner.
- 1.2 Application. The provisions of this Exhibit will be used by the parties to resolve all controversies, claims, or disputes ("Dispute") arising out of or related to this Agreement-including Disputes regarding any alleged breaches of this Agreement.
- 1.3 Initiation. A party may initiate a Dispute by delivery of written notice of the Dispute, including the specifics of the Dispute, to the Representative of the other party as required in this Agreement.
- 1.4 Informal Resolution. When a Dispute notice is given, the parties will designate a member of their senior management who will be authorized to expeditiously resolve the Dispute.
 - a. The parties will provide each other with reasonable access during normal business hours to any and all non-privileged records, information and data pertaining to any Dispute in order to assist in resolving the Dispute as expeditiously and cost effectively as possible;
 - b. The parties' senior managers will meet within 10 business days to discuss and attempt to resolve the Dispute promptly, equitably, and in a good faith manner, and
 - c. The Senior Managers will agree to subsequent meetings if both parties agree that further meetings are necessary to reach a resolution of the Dispute.

2. Arbitration.

- 2.1 Rules. If the parties are unable to resolve the Dispute by negotiation within 30 days from the Dispute notice, and unless otherwise informal discussions are extended by the mutual agreement, the Dispute will be decided by binding arbitration in accordance with Construction Industry Rules of the AAA, as amended herein. Although the arbitration will be conducted in accordance with AAA Rules, it will not be administered by the AAA, but will be heard independently.
 - a. The parties will exercise best efforts to select an arbitrator within five business days after agreement for arbitration. If the parties have not agreed upon an arbitrator within this period, the parties will submit the selection of the arbitrator to one of the principals of the mediation firm of Scott & Skelly, LLC, who will then select the arbitrator. The parties will equally share the fees and costs incurred in the selection of the arbitrator.
 - b. The arbitrator selected must be an attorney with at least 15 years' experience with commercial construction legal matters in Maricopa County, Arizona, be independent, impartial, and not have engaged in any business for or adverse to either Party for at least 10 years.
- 2.2 Discovery. The extent and the time set for discovery will be as determined by the arbitrator. Each Party must, however, within 10 days of selection of an arbitrator deliver to the other Party copies of all documents in the delivering party's possession that are relevant to the dispute.

- 2.3 Hearing. The arbitration hearing will be held within 90 days of the appointment of the arbitrator. The arbitration hearing, all proceedings, and all discovery will be conducted in Glendale, Arizona unless otherwise agreed by the parties or required as a result of witness location. Telephonic hearings and other reasonable arrangements may be used to minimize costs.
- 2.4 Award. At the arbitration hearing, each Party will submit its position to the arbitrator, evidence to support that position, and the exact award sought in this matter with specificity. The arbitrator must select the award sought by one of the parties as the final judgment and may not independently alter or modify the awards sought by the parties, fashion any remedy, or make any equitable order. The arbitrator has no authority to consider or award punitive damages.
- 2.5 Final Decision. The Arbitrator's decision should be rendered within 15 days after the arbitration hearing is concluded. This decision will be final and binding on the Parties.
- 2.6 Costs. The prevailing party may enter the arbitration in any court having jurisdiction in order to convert it to a judgment. The non-prevailing party will pay all of the prevailing party's arbitration costs and expenses, including reasonable attorney's fees and costs.

3. **Services to Continue Pending Dispute.** Unless otherwise agreed to in writing, Consultant must continue to perform and maintain progress of required Services during any Dispute resolution or arbitration proceedings, and City will continue to make payment to Consultant in accordance with this Agreement.

4. **Exceptions.**

- 4.1 Third Party Claims. City and Consultant are not required to arbitrate any third-party claim, cross-claim, counter claim, or other claim or defense of a third party who is not obligated by contract to arbitrate disputes with City and Consultant.
- 4.2 Liens. City or Consultant may commence and prosecute a civil action to contest a lien or stop notice, or enforce any lien or stop notice, but only to the extent the lien or stop notice the Party seeks to enforce is enforceable under Arizona Law, including, without limitation, an action under A.R.S. § 33-420, without the necessity of initiating or exhausting the procedures of this Exhibit.
- 4.3 Governmental Actions. This Exhibit does not apply to, and must not be construed to require arbitration of, any claims, actions or other process filed or issued by City of Glendale Building Safety Department or any other agency of City acting in its governmental permitting or other regulatory capacity.



Legislation Description

File #: 14-259, Version: 1

AUTHORIZATION FOR THE CITY MANAGER TO APPROVE A ONE YEAR SOFTWARE LICENSE AMENDMENT AND EXERCISE THE OPTION TO PURCHASE AN ELECTRONIC SCANNER FROM IMPRESSION TECHNOLOGY, INC.

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to approve a one year software license amendment for the period September 10, 2014 through September 9, 2015 in an amount not to exceed \$23,700 and exercise the option to purchase the Kodak s1740 high-speed scanner for \$1 from Impression Technology, Inc. bringing the total not to exceed amount to \$23,701.

Background

City Council awarded a contract to TCS America and Impression Technology, Inc., for the sales tax and license system software including the electronic document processing component. The City uses the scanner to scan monthly utility bills, sales tax documents, and payments. Information is then uploaded to the utility billing and sales tax systems to update the customer's account information. Payments are transmitted electronically to the bank.

The Finance & Technology Department began leasing the Kodak s1740 scanner in September 2010 at an annual cost of \$23,700. The City retains the option to terminate the scanner lease early with two weeks advance notice to Impression Technology, Inc. If the City elects to terminate the lease before the lease end date of September 9, 2015, the remaining balance of the payment will be refunded to the City. At the end of the lease period, the City has the option to purchase the high-speed scanner for \$1.

Analysis

The equipment allows the electronic scanning of documents and payments, uploading of information to supporting software applications, and electronic depositing of funds with the bank. Staff intends to utilize this electronic processing for at least one more year. The scanner provides an efficient and effective means for capturing payment and account information. City staff is also looking at alternative methods for payment processing such as outsourcing to a third party provider. In addition, it is anticipated that the Arizona Department of Revenue will begin taking the City's sales tax payments in the next year. If, as a result of these changes, the City determines the scanner is no longer needed, the scanner lease can be terminated early and the City will receive a refund of a prorated portion of its annual payment.

Previous Related Council Action

File #: 14-259, Version: 1

On April 4, 2014, the City and Impression Technology, Inc., entered into Amendment No. 2, C-7133-2, for year four of the Software License Agreement, in accordance with the contract terms.

In April 2010, the City and Impression Technology, Inc., entered into Change Order C-7133-1, Remittance Processing Software and Hardware.

On August 11, 2009, City Council awarded proposal 09-15 and authorized the City Manager to enter into agreements with TCS America and Impression Technology, Inc.

Community Benefit/Public Involvement

The electronic processing of utility bills and sales tax documents allows for timely payment processing and updates to customer's accounts.

Budget and Financial Impacts

The cost of the scanner lease is split between the Utility Billing/Customer Service and Tax & License Division based on the number of documents scanned and processed each month between the two areas.

Cost	Fund-Department-Account
\$14,221	1000-11340-518200, License/Collection
\$9,480	2360-17020-518200, Customer Service Office

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

AMENDMENT NO. 3

ICAPTURE SOFTWARE LICENSE AGREEMENT (Contract No. C-7133)
City of Glendale Solicitation No. 09-15

This Amendment to the iCapture Software License Agreement is made this ____ day of _____, 2014, by and between the City of Glendale, an Arizona municipal corporation ("City") and Impression Technology, Inc., a California corporation ("Contractor").

RECITALS

- A. City and Contractor previously entered into a Software License Agreement, Contract No. C-7133, dated August 11, 2009 ("Agreement"); for processing software and hardware.
- B. In 2010, the City and Contractor previously entered into Change Order No. C-7133-1 replacing the original Kodak i260 scanner with a Kodak s1740 high-speed scanner;
- C. City and Contractor previously entered into Contract Amendment No. C-7133-2 to exercise the option to extend the term of the Agreement from May 10, 2014 through May 9, 2015; and
- D. City and Contractor wish to modify and amend the Agreement subject to and strictly in accordance with the terms of this Amendment.

AGREEMENT

In consideration of the mutual promises set forth herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the City and Contractor hereby agree as follows:

- 1. **Recitals.** The recitals set forth above are not merely recitals, but form an integral part of this Amendment.
- 2. **Term and Compensation.** The term of the lease of the Kodak s1740 high-speed scanner is extended for a one-year period from September 10, 2014 through

September 9, 2015, unless otherwise terminated or canceled as provided by the Agreement. City shall pay Contractor the amount of \$23,700 for the lease of the scanner through September 9, 2015.

3. **Purchase Option.** City exercises the option to purchase the Kodak s1740 high-speed scanner for \$1 at the end of this lease period (September 9, 2015).
4. **Ratification of Agreement.** City and Contractor hereby agree that except as expressly provided herein, the provisions of the Agreement shall be, and remain in full force and effect and that if any provision of this Amendment conflicts with the Agreement, then the provisions of this Amendment shall prevail.

CITY OF GLENDALE, an Arizona
municipal corporation

Brenda S. Fischer, City Manager

ATTEST:

Pamela Hanna, City Clerk (SEAL)

APPROVED AS TO FORM:

Michael Bailey, City Attorney

Impression Technology Inc., a California
corporation

Charles Hou
By: Charles Hou 9/8/2014
Its: Vice President



Legislation Description

File #: 14-314, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH MIDWAY CHEVROLET AND APPROVE THE PURCHASE OF FOUR VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Midway Chevrolet and approve the purchase of four vehicles for the Glendale Police Department Special Investigations Unit (SIU) in an amount not to exceed \$116,491.46. This cooperative purchase is available through an agreement between the State of Arizona and Midway Chevrolet (Contract No. ADSP012-016669) and is effective through October 1, 2015.

Background

The vehicles purchased will be utilized by SIU detectives for undercover and surveillance operations. Due to the sensitive nature of work performed by SIU, vehicles are replaced on a three-year rotation. This purchase replaces vehicles according to the established schedule.

Midway Chevrolet has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO). The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in the Cooperative through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475) with ADOA-SPO. Membership in the Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts, as well as certain non-profits, State governments, the U.S. Federal Government and Tribal Nations.

Analysis

If Council approves the recommended action, utilizing the Cooperative contract will ensure the best pricing for the purchase of these vehicles. Materials Management and the City Attorney's Office has reviewed and approved the use of the Cooperative contract with Midway Chevrolet, ADSP012-016669, for the vehicle purchase. The City Attorney's Office has prepared a linking agreement for use with the contract. Staff is recommending Council authorize the City Manager to enter into the linking agreement with Midway Chevrolet and approve the purchase of the four vehicles for the GPD SIU in an amount not to exceed \$116,491.46.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts,

and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On September 24, 2013, Council authorized the purchase of nine vehicles, utilizing Cooperative contracts, for one of the GPD SIU squads in the rotation.

Budget and Financial Impacts

All undercover vehicles are purchased from the Vehicle Replacement Fund (VRF). Previously, Racketeering Influenced Corrupt Organization (RICO) funds were credited the VRF for future RICO-funded purchases. The purchase of undercover vehicles is an authorized use of RICO funds. Once the vehicles reach the end of their rotation, they are auctioned off and the proceeds return to the RICO account.

Cost	Fund-Department-Account
\$116,491.46	1120-13610-551400, VRF-Equipment Replacement-Equipment

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
MIDWAY CHEVROLET**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Midway Chevrolet, Nissan, Isuzu Truck, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the State of Arizona entered into Contract Number ADSPO12-016669 with Contractor (the "Midway Contract") on January 16, 2012, and the Midway Contract is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Midway Contract without further public bidding, and the Midway 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 Midway 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 State of Arizona under the Midway Contract, Contractor consents to the City's utilization of the Midway 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 Linking 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 September 1, 2016.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor agrees to comply with all the terms, conditions and specifications of the Midway Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Midway Contract are incorporated into this Agreement by this reference. The "City of Glendale" is substituted for "State of Arizona" or similar reference to the State of Arizona throughout the Midway Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the Midway Contract.

3. Compensation.

- a) The total purchase price for the Services as authorized in this Agreement is not to exceed One Hundred Sixteen Thousand Four Hundred Ninety-One Dollars and Forty-Six Cents (\$116,491.46).

[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, City Manager

“Contractor”

Michael Chevrolet Herrera
an Arizona corporation

By: _____
[Signature]

Name: *Greg Bell*

Title: *Fleet Manager*

Approved as to Form:

Michael D. Bailey, City Attorney



Legislation Description

File #: 14-319, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH LARRY H. MILLER TOYOTA AND APPROVE THE PURCHASE OF FIVE VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Larry H. Miller Toyota and approve the purchase of five vehicles for the Glendale Police Department Special Investigations Unit (SIU) in an amount not to exceed \$163,746.78. This cooperative purchase is available through an agreement between the State of Arizona and Larry H. Miller Toyota (Contract No. ADSP012-016665) and is effective until October 1, 2015.

Background

The vehicles purchased will be utilized by SIU detectives for undercover and surveillance operations. Due to the sensitive nature of work performed by SIU, vehicles are replaced on a three-year rotation. This purchase replaces vehicles according to the established schedule.

Larry H. Miller Toyota has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO). The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in the Cooperative through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475) with ADOA-SPO. Membership in the Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts, as well as certain non-profits, State governments, the U.S. Federal Government and Tribal Nations.

Analysis

If Council approves the recommended action, utilizing the Cooperative contract will ensure the best pricing for the purchase of these vehicles. Materials Management and the City Attorney's Office has reviewed and approved the use of the Cooperative contract with Larry H. Miller Toyota, ADSP012-016665, for the vehicle purchase. The City Attorney's Office has prepared a linking agreement for use with the contract. Staff is recommending Council authorize the City Manager to enter into the linking agreement with Larry H. Miller Toyota and approve the purchase of the five vehicles for the GPD SIU in an amount not to exceed \$163,746.78.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts,

and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On September 24, 2013, Council authorized the purchase of nine vehicles, utilizing Cooperative contracts, for one of the GPD SIU squads in the rotation.

Budget and Financial Impacts

All undercover vehicles are purchased from the Vehicle Replacement Fund (VRF). Previously, Racketeering Influenced Corrupt Organization (RICO) funds were credited to the VRF for future RICO-funded purchases. The purchase of undercover vehicles is an authorized use of RICO funds. Once the vehicles reach the end of their rotation, they are auctioned off and the proceeds return to the RICO account.

Cost	Fund-Department-Account
\$163,746.78	1120-13610-551400, VRF-Equipment Replacement-Equipment

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
LARRY MILLER TOYOTA**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Larry Miller Toyota, an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the State of Arizona entered into Contract Number ADSP012-016665 with Contractor (the "Larry Miller Contract") on January 17, 2012, and the Larry Miller Contract is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Larry Miller Contract without further public bidding, and the Larry Miller 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 Larry Miller 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 State of Arizona under the Larry Miller Contract, Contractor consents to the City's utilization of the Larry Miller 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 Linking 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 September 1, 2016.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor agrees to comply with all the terms, conditions and specifications of the Larry Miller Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Larry Miller Contract are incorporated into this Agreement by this reference. The “City of Glendale” is substituted for “State of Arizona” or similar reference to the State of Arizona throughout the Larry Miller Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the Larry Miller Contract.

3. Compensation.

- a) The total purchase price for the Services as authorized in this Agreement is not to exceed One Hundred Sixty Three Thousand Seven Hundred Forty-Six Dollars and Seventy-Eight Cents (\$163,746.78).

[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, City Manager

“Contractor”

Larry Miller Toyota,
an Arizona corporation

By: Rick Zamora
Name: Rick Zamora
Title: Fleet Manager

Approved as to Form:

Michael D. Bailey, City Attorney



Legislation Description

File #: 14-320, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH DON SANDERSON FORD, INC. AND APPROVE THE PURCHASE OF TWO VEHICLES FOR THE GLENDALE POLICE DEPARTMENT UTILIZING AN ARIZONA STATE PURCHASING COOPERATIVE CONTRACT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a linking agreement with Don Sanderson Ford, Inc. and approve the purchase of two vehicles for the Glendale Police Department Special Investigations Unit (SIU) in an amount not to exceed \$63,518.75. This cooperative purchase is available through an agreement between the State of Arizona and Don Sanderson Ford, Inc. (Contract No. ADSP012-016670) and is effective through October 1, 2015.

Background

The vehicles purchased will be utilized by SIU detectives for undercover and surveillance operations. Due to the sensitive nature of work performed by SIU, vehicles are replaced on a three-year rotation. This purchase replaces vehicles according to the established schedule.

Don Sanderson Ford, Inc. has a contract with the Arizona Department of Administration State Procurement Office (ADOA-SPO). The ADOA-SPO serves as the central procurement authority for the State of Arizona. The city participates in the Cooperative through a Council authorized (Resolution No. 4681 New Series) agreement (C-8475) with ADOA-SPO. Membership in the Cooperative is available to all Arizona political subdivisions including cities, counties, school districts, and special districts, as well as certain non-profits, State governments, the U.S. Federal Government and Tribal Nations.

Analysis

If Council approves the recommended action, utilizing the Cooperative contract will ensure the best pricing for the purchase of these vehicles. Materials Management and the City Attorney's Office has reviewed and approved the use of the Cooperative contract with Don Sanderson Ford, Inc., ADSP012-016670, for the vehicle purchase. The City Attorney's Office has prepared a linking agreement for use with the contract. Staff is recommending Council authorize the City Manager to enter into the linking agreement with Don Sanderson Ford, Inc. and approve the purchase of the two vehicles for the GPD SIU in an amount not to exceed \$63,518.75.

Cooperative purchasing allows counties, municipalities, schools, colleges and universities in Arizona to use a contract that was competitively procured by another governmental entity or purchasing cooperative. Such purchasing helps reduce the cost of procurement, allows access to a multitude of competitively bid contracts,

and provides the opportunity to take advantage of volume pricing. The Glendale City Code authorizes cooperative purchases when the solicitation process utilized complies with the intent of Glendale's procurement processes. This cooperative purchase is compliant with Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code, per review by Materials Management.

Previous Related Council Action

On September 24, 2013, Council authorized the purchase of nine vehicles, utilizing Cooperative contracts, for one of the GPD SIU squads in the rotation.

Budget and Financial Impacts

All undercover vehicles are purchased from Vehicle Replacement Fund (VRF). Previously, Racketeering Influenced Corrupt Organization (RICO) funds were credited to the VRF for future RICO-funded purchases. The purchase of undercover vehicles is an authorized use of RICO funds. Once the vehicles reach the end of their rotation, they are auctioned off and the proceeds return to the RICO account.

Cost	Fund-Department-Account
\$63,518.75	1120-13610-551400, VRF-Equipment Replacement-Equipment

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
DON SANDERSON FORD**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Don Sanderson Ford, Inc., an Arizona corporation ("Contractor"), collectively, the "Parties."

RECITALS

A. After a bid solicitation, the State of Arizona entered into Contract Number ADSPO12-016670 with Contractor (the "Sanderson Contract") on January 17, 2012, and the Sanderson Contract is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the Sanderson Contract without further public bidding, and the Sanderson 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 Sanderson 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 State of Arizona under the Sanderson Contract, Contractor consents to the City's utilization of the Sanderson 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 Linking 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 September 1, 2016.
2. Scope of Work; Terms, Conditions, and Specifications.

- a) Contractor agrees to comply with all the terms, conditions and specifications of the Sanderson Contract for the purposes of this Agreement, and the terms, conditions, and specifications of the Sanderson Contract are incorporated into this Agreement by this reference. The “City of Glendale” is substituted for “State of Arizona” or similar reference to the State of Arizona throughout the Sanderson Contract, and the City of Glendale will enjoy all the rights the State of Arizona has under the Sanderson Contract.

3. Compensation.

- a) The total purchase price for the goods and services as authorized in this Agreement is not to exceed Sixty-Three Thousand Five Hundred Eighteen Dollars and Seventy-Five Cents (\$63,518.75).

[SIGNATURES ON FOLLOWING PAGE]

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

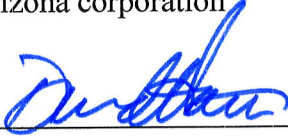
“City”

City of Glendale, an Arizona
municipal corporation

By: _____
Brenda S. Fischer, City Manager

“Contractor”

Don Sanderson Ford, Inc.,
an Arizona corporation

By:  _____

Name: DAVID HARRIS

Title: Fleet Sales Mgr.

Approved as to Form:

Michael D. Bailey, City Attorney



Legislation Description

File #: 14-261, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH H&E EQUIPMENT SERVICES, INC. AND APPROVE THE PURCHASE OF TWO FIRE PUMPERS UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the cooperative purchase of two E-One, E-Max Fire Pumpers (Fire Pumpers) from H&E Equipment Services, Inc. (H&E Equipment), in the amount not to exceed \$996,144 utilizing the Houston-Galveston Area Council (H-GAC) cooperative agreement funded through the Vehicle Replacement Fund.

Background

This purchase utilizes an H-GAC cooperative agreement to procure the two new Fire Pumpers. H-GAC is a unit of local government and a political subdivision of the State of Texas. The H-GAC Buy Program is over 30-years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications, and extensive professional skills to evaluate bid responses. All products offered through H-GAC Buy have been awarded by virtue of a public competitive process.

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

Currently, there are 64 Arizona government agencies that are members of H-GAC, Government to Government procurement service program including 46 Arizona municipalities. In addition to the City of Glendale, local municipalities include the cities of Phoenix, Chandler, Scottsdale, Tempe, Peoria, Surprise and Gilbert.

H-GAC has an active agreement with H&E Equipment, located in Phoenix, contract number FS12-13 JC04 for providing Fire Service Apparatus (all types) to registered government agencies that are members of H-GAC. H&E Equipment is the sole authorized representative of E-One in Arizona, Nevada and Utah. Per the agreement between H-GAC and H&E Equipment, the purchase includes base units and incorporates optional equipment which may be added to the base unit. Additional equipment may be added to the contract purchase as long as the cost of the additions does not exceed 25% of the base bid price. This allows

governments to design a vehicle that meets their specific operational and safety needs.

Analysis

The cost of the Fire Services Department fleet is becoming very expensive to operate due to its aging fleet. The two E-One Fire Pumper will replace two 20-year old units with 208,000 and 222,600 miles, respectively. The placement of these pumpers into front-line service will provide for safer and more fuel efficient vehicles as well as an overall reduction in maintenance costs. The new Fire Pumper include a 360 degree camera system with exterior view which is an added level of collision avoidance not available on the old apparatus. In addition, changes in that available engine configuration will achieve a 50% increase in fuel efficiency.

The purchase of the two new E-One, E-Max Pumper JC04 Typhoon fire pumpers from H&E Equipment includes a standard one-year warranty; however, the manufacturer, E-One, has offered an extension of the standard warranty to two-years. The apparatus also comes with a lifetime frame warranty, ten-year structural warranty, ten-year stainless steel plumbing components warranty, ten-year limited paint and perforation warranty, three-year portable and engine driven pumps warranty, an all-out no fault lifetime warranty on the poly-tank, and a five-year Allison Transmission warranty. The warranties as offered will minimize the expense of maintaining the Fire Pumper.

H-GAC has reviewed and approved the procurement of the two new E-One, E-Max JC04 Typhoon Fire Pumper from H&E Equipment per the Contract FS12-13 between H-GAC and H&E Equipment. Additionally, the Fire Services Department Apparatus Committee, Equipment Management, Materials Management, and the City Attorney's Office have reviewed and approved the procurement of the Fire Pumper.

Previous Related Council Action

On June 10, 2014, Council approved the purchase of a Fire Pumper utilizing the H-GAC contract following a reexamination of the procurement method. It was determined that it is most advantageous to procure the Fire Pumper utilizing the cooperative agreement with H-GAC and allowable under Chapter 2, Article V, Division 2, Section 2-149 of the Glendale City Code.

Glendale entered into an Interstate Interlocal Contract for Cooperative Purchasing with H-GAC on October 28, 2003, per resolution No. 3712 New Series, and actively uses the H-GAC contract for various procurements.

Community Benefit/Public Involvement

Participation in the Interstate Interlocal Contract for Cooperative Purchasing with H-GAC allows the city to procure goods and services at competitive prices.

These new Fire Pumper will be a benefit to the community and the firefighters that use and depend on them by putting safer and more reliable trucks on the road. Changes in technology now offer improvements in not only safety, but operational efficiencies that were not available on the old Fire Pumper these units will be replacing. For example, changes in the available engine configuration will achieve a 50% increase in fuel efficiency, which is more cost effective for operations and the community.

The two new frontline Fire Pumpers will reduce out of service time due to vehicle repairs, and increase availability of the engine crew for emergency response to the community. By keeping engine companies in service, in their first due response area, service call response times will be reduced.

Budget and Financial Impacts

Funds are available in the fiscal year 2014-15 Vehicle Replacement Fund for this purchase.

Cost	Fund-Department-Account
\$996,144	1120-13610-551400, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
H&E EQUIPMENT SERVICES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 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 & E 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 & E 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 rules 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

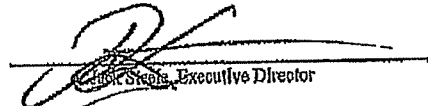
CONTRACTOR shall immediately notify H-GAC, in writing, of ANY change in ownership, control, dealership/franchisee status, Motor Vehicle license status, or name, and shall also advise whether or not this Contract shall be affected in any way by such change. H-GAC shall have the right to determine whether 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)

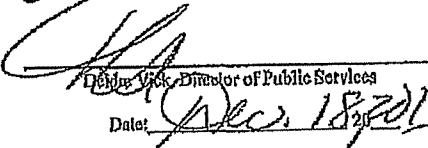
CONTRACTOR will for the duration of this Contract maintain current licenses that are required by the Texas Motor Vehicle Commission Code. If at any time during this Contract period, any CONTRACTOR'S license is not renewed, or is denied or revoked, CONTRACTOR shall be deemed to be in default of this Contract 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.

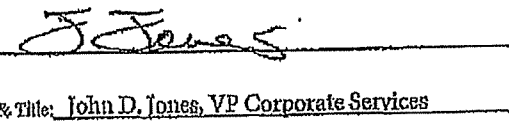
Signed for Houston-Galveston
Area Council, Houston, Texas:


Eric Stearns, Executive Director

Attest for Houston-Galveston
Area Council, Houston, Texas:

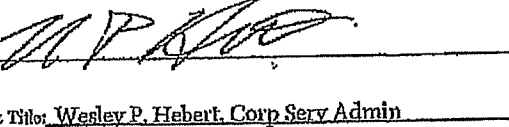

Debbie Vick, Director of Public Services
Date: Dec. 18, 2013

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

Item Quantity One (1: 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, 300-300# 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 - 93' 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 L095- 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-user 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, Elliptical Vacuum Tanker, Welded Extruded Aluminum Body, Single Axle, 500 GPM Pump	\$ 234,059.00
JE12	International, 2-Door, Commercial Cab, Elliptical 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 6x4 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	\$ 873,670.00



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 P.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

W.S. Darley and Co. • 325 Spring Lake Dr. • Itasca, Illinois 60143



**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, mistused 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.

Transfer of Ownership Form



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 UPF, Inc.
AccuLit™ is a trademark of Avnoco Polymers, Inc., exclusive to UPF.
© April 1998 UPF, Inc. Printed in the USA.

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**

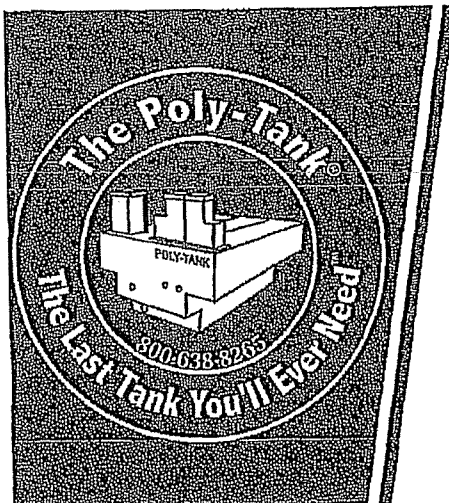
WARRANTY CARD

Phone: (800) 638-8265
Fax: (800) 966-4520
Email: info@unitedplastic.com
www.unitedplastic.com

To:

Place
Postage
Here

UNited PLASTIC FABRICATING, INC.
166 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
Typhoon Custom Cab
ISL 450 HP Cummins Engine
3000 EVS Transmission
188" Wheelbase
500 Gallons Water
Side Mount 1500 GPM Pump
2001 Hypro Foam Pro Foam System
20 Gallon Foam Cell
LED Lighting
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)

Base Truck Cost Each: \$459,900.00

Phoenix Sales Tax 8.3%: \$38,171.78

Total: \$498,071.78


x Qty (2) =

\$996,143.56

* 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



Legislation Description

File #: 14-265, **Version:** 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH ELXSI, INC. AND APPROVE THE PURCHASE OF A WASTEWATER CAMERA TRUCK UTILIZING A HOUSTON-GALVESTON AREA COUNCIL (H-GAC) PURCHASING COOPERATIVE CONTRACT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to authorize the cooperative purchase of a Sewer Inspection Camera System and Hi Cube Cargo Van (wastewater camera truck) from Elxsi, Inc., dba CUES Inc., in the amount not to exceed \$260,390 utilizing the Houston-Galveston Area Council (H-GAC) cooperative agreement funded through the Vehicle Replacement Fund.

Background

This purchase utilizes an H-GAC cooperative agreement to procure the wastewater camera truck. H-GAC is a unit of local government and a political subdivision of the State of Texas. The H-GAC Buy Program is over 30-years old and specializes in high ticket, capital intensive products and services that require technical, detailed specifications, and extensive professional skills to evaluate bid responses. All products offered through H-GAC Buy have been awarded by virtue of a public competitive process.

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

Currently, there are 64 Arizona government agencies that are members of H-GAC, Government to Government procurement service program including 46 Arizona municipalities. In addition to the City of Glendale, local municipalities include the cities of Phoenix, Chandler, Scottsdale, Tempe, Peoria, Surprise and Gilbert.

Analysis

The wastewater camera truck currently in use by the Water Services department is included in the Vehicle Replacement Fund and was identified by the Equipment Management division for replacement based on its age, miles/hours and rising operation and maintenance costs. Use of the wastewater camera truck will continue to allow systematic inspection of the sewer collection system to reduce failures, define rehabilitation

and replacement, and ensure that customers can continue to rely upon safe dependable service with no environmental health hazards. Purchasing this equipment also allows the city to maintain regulatory compliance of the existing Capacity, Management, Operations and Maintenance Program permit through the Arizona Department of Environmental Quality.

H-GAC has reviewed and approved the procurement of the wastewater camera truck per the Contract FS12-13 between H-GAC and Elxsi, Inc., dba CUES, Inc. Additionally Equipment Management, Materials Management and the City Attorney's Office has reviewed and approved the procurement of the wastewater camera truck via H-GAC.

Previous Related Council Action

Glendale entered into an Interstate Interlocal Contract for Cooperative Purchasing with H-GAC on October 28, 2003, per resolution No. 3712 New Series, and actively uses the H-GAC contract for various procurements.

Community Benefit/Public Involvement

Participation in the Interstate Interlocal Contract for Cooperative Purchasing with H-GAC allows the city to procure goods and services at competitive prices.

This wastewater camera truck will allow Water Services to continue to provide a comprehensive program for systematically inspecting the sewer collection system, reducing failures, defining rehabilitation and replacement, and ensuring that customers can continue to rely upon safe dependable services with no environmental health hazards.

Budget and Financial Impacts

Funds are available in the fiscal year 2014-15 Vehicle Replacement Fund for this purchase.

Cost	Fund-Department-Account
\$260,390	1120-13610-551400, Vehicle Replacement Fund

Capital Expense? No

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

**LINKING AGREEMENT
BETWEEN
THE CITY OF GLENDALE, ARIZONA
AND
ELXSI, INC., DBA CUES, INC.**

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and Elxsi, Inc., dba CUES, Inc., a Florida corporation ("Contractor"), collectively, the "Parties."

RECITALS

- A. On **January 1, 2012**, the **Houston-Galveston Area Council ("H-GAC")** entered into a contract with Contractor to purchase the goods and services described in the **Sewer Inspection Camera System and Hi Cube Cargo Van Contract**, which is attached hereto as **Exhibit A**. The **H-GAC** permits its cooperative use by other governmental agencies including the City. 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 **January 1, 2012**, until the date the contract expires on **December 31, 2014**, 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 **December 31, 2014**. The initial period of this Agreement therefore is the period from the Effective Date of this Agreement until **December 31, 2014**.

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 **\$260,389.15**.
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

Elxsi, Inc., dba CUES, Inc.
c/o Robin Guthrie
3600 Rio Vista Avenue
Orlando, FL 32805
800-327-7791

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”

Elxsi, Inc., dba CUES, Inc.,
a Florida Corporation

By:  _____
Paul Stenzler, Vice President of Sales

ATTEST:

Pamela Hanna, City Clerk (SEAL)

Approved as to Form:

Michael D. Bailey, City Attorney

EXHIBIT A

Sewer Cleaning Hydro-Excavating, Inspection Equipment & Miscellaneous Services Contract

A CONTRACT BETWEEN
HOUSTON-GALVESTON AREA COUNCIL
Houston, Texas
AND
ELXSI DBA CUES
Orlando, Florida

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, **Elxsi dba Cues** hereinafter referred to as the **CONTRACTOR**, having its principal place of business at 3600 Rio Vista Avenue, Orlando, Florida 32805.

ARTICLE 1: SCOPE OF SERVICES

The parties have entered into a **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** Contract to become effective as of **January 1, 2012**, and to continue through **December 31, 2014** (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 **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** offered by the **CONTRACTOR**. The **CONTRACTOR** agrees to sell **Sewer Cleaning, Hydro-Excavating, Inspection Equipment & Miscellaneous Services** through the **H-GAC** Contract to **END USERS**.

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:SC01-12, including any relevant suffixes
4. **CONTRACTOR's** Response to Bid No:SC01-12, 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, proposer or contractor, which are not within bidder's/ proposer'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 BONDS FOR INDIVIDUAL ORDERS

Except as described below for fire apparatus, **CONTRACTOR** agrees to provide a Performance Bond at the request of **END USER** within ten (10) days of receipt of **END USER's** purchase order.

It shall be standard procedure for every order received for fire apparatus that a Performance Bond in the amount of the order be provided to the **END USER**. Failure of **CONTRACTOR** to provide such performance bond within ten (10) days of receipt of **END USER's** order may constitute a total breach of contract and shall be cause for cancellation of the order at **END USER's** sole discretion. **END USER** may choose to delete the requirement for a Performance Bond at **END USER's** sole discretion. If the bond requirement is waived, **END USER** shall be entitled to a price reduction commensurate with the cost that would have been incurred by **CONTRACTOR** for the bond.

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:



Executive Director

Attest for **Houston-Galveston**
Area Council, Houston, Texas:



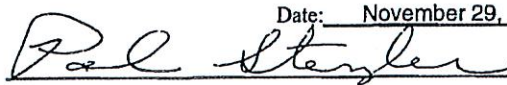
Deidre Vick, Director of Public Services
Date: Nov 15, 2011

Signed for **Elxsi dba Cues**
Orlando, Florida



Printed Name & Title: David Doolittle, Vice President

Attest for **Elxsi dba Cues**
Orlando, Florida:



Date: November 29, 2011

Printed Name & Title: Paul Stenzler, Vice President, Sales

Date: November 29, 2011

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 one (1) Sewer Inspection Camera System and Hi Cube Cargo Van is provided in attached Contract Pricing Worksheet, per Contract No. SC01-12.

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 \$260,389.15.

DETAILED PROJECT COMPENSATION

In accordance with the terms and conditions of this Agreement and award pursuant to Houston-Galveston Area Council Contract No. SC01-12, the City is retaining Elxsi, Inc., dba CUES, Inc., for the purchase of one (1) Sewer Inspection Camera System and Hi Cube Cargo Van.



CONTRACT PRICING WORKSHEET
For Standard Equipment Purchases

Contract No.:

SC01-12

Date Prepared:

8/18/2014

This Form must be prepared by Contractor, and provided to End User to attach to Purchase Order, with copy to H-GAC. The H-GAC administrative fee shall be calculated and shown as a separate line item. Please type or print legibly.

Buying Agency:	City of Glendale	Contractor:	CUES, Inc 3600 Rio Vista Ave Orlando, FL 32805
Contact Person:	Montana Slack	Prepared By:	Robin Guthrie
Phone:	623-930-2621	Phone:	800-327-7791
Fax:		Fax:	407-425-1569
Email:	mslack@glendaleaz.com	Email:	robing@cuesinc.com

Product Code:	G016	Description:	Sewer Inspection for Hi Cube Van
---------------	------	--------------	----------------------------------

A. Product Item Base Unit Price Per Contractor's H-GAC Contract: \$75,136.00

B. Published Options - Itemize below - Attach additional sheet(s) if necessary - Include Option Code in description if applicable.
(Note: Published Options are options which were submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
OZ III camera in lieu of mainline camera	\$3,600.00		
Ford E450 chassis and body	\$29,327.00		
GXP system	\$20,153.00		
rear monitor	\$1,771.00		
Compact Steerable Pipe Ranger transporter	\$22,500.00		
LAMP II system	\$75,875.00		
summit system upgrade	\$5,900.00	Subtotal From Additional Sheet(s):	
		Subtotal B:	\$159,126.00

C. Unpublished Options - Itemize below / attach additional sheet(s) if necessary.
(Note: Unpublished options are items which were not submitted and priced in Contractor's bid.)

Description	Cost	Description	Cost
chassis increase 2012 to 2014	\$2,400.00		
safe exit/entry bumper	\$1,693.00		
		Subtotal From Additional Sheet(s):	
		Subtotal C:	\$4,093.00

Check: Total cost of Unpublished Options (C) cannot exceed 25% of the total of the Base Unit Price plus Published Options (A+B). For this transaction the percentage is: 2%

D. Other Cost Items Not Itemized Above (e.g. Installation, Freight, Delivery, Etc.)

Description	Cost	Description	Cost
Delivery	1635		
Sales Tax - 8.5%	20399.15		
		Subtotal D:	22034.15

E. Total Cost Before Any Applicable Trade-In / Other Allowances / Discounts (A+B+C+D) \$260,389.15

Quantity Ordered:	1	X Subtotal of A + B + C + D:	260389.15	=	Subtotal E:	\$260,389.15
-------------------	---	------------------------------	-----------	---	-------------	--------------

F. Trade-Ins / Other Allowances / Special Discounts

Description	Cost	Description	Cost
		Subtotal G:	0

Delivery Date: 90-120 days **H. Total Purchase Price (E+F+G):** \$260,389.15

Attachment A

ELXSI d/b/a CUES

Sewer Cleaning, Hydro-Excavating, Inspection Equipment and Miscellaneous Services

Contract No. SC01-12

H-GAC Product Code	Manufacturer	Description	Base Offered Price	Meets Buy America
E. Standard Portable Sewer Inspection Systems				
E007	Cues	Mini Push 2020 - Portable Pipeline Inspection System", including: PS3 miniature self-leveling inspection camera with built in 512Hz sonde, wheeled coiler with 6.4" LCD monitor, 200' of push rod cable, built in titling system with electronic footage readout and push skids for 3" to 8" pipe.	\$7,765	No
E008	Cues	Inspector General - Portable Mainline Pull System", including: Night Owl pan and tilt camera, Ultra Shorty self propelled tractor for 6"-15" lines, Power Control Unit with integral 9" monitor, Pro Data data display system, DVD/ VCR in soft sided-case, wheeled dolly with 500' multi-conductor TV cable and footage head, and downhole equipment.	\$36,930	No
E009	Cues	Lite Stick Pole Camera system, with inspection pole, wireless video transmitter, rechargeable battery and camera head assembly	\$5,289	No
E010	Cues	QZ II Zoom Pole Camera system, including: compact high resolution zoom camera with HID lighting, extendable telescoping pole, video image stabilization, Class 2 ANSI safety vest and rechargeable battery	\$11,900	No
G. Sewer Inspection Vans				
G014	Cues	One Ton Cargo Van Installation which includes: basic cargo van interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rackmounted DVD; TV reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit,downhole equipment and two(2) days of training	\$64,627	No
G015	Cues	DRW Van Installation which includes: 12' aluminum hi-cube body with pass thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$72,676	No
G016	Cues	Hi-Cube Van Installation which includes: 14' aluminum hi-cube body with full height walk thru to viewing room from cab; Evolution Hi-Cube interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$75,136	No
G017	Cues	Step Van Installation which includes: 16' Step Van with Evolution interior carpentry and outfitting; 5.5KW on-board generator; Night Owl pan and tilt camera; rack-mounted Power Control Unit (PCU); Pro Data data display system with 19" LCD rack-mounted monitor; rack-mounted DVD; TV cable reel with drop-down cable guide, footage head, and 1000' of multi-conductor cable; Ultra Shorty self propelled tractor for 6"-15" lines; maintenance kit, downhole equipment and two(2) days training.	\$69,000	No

Detailed Specifications For GLENDALE, AZ

FORD ECONOLINE COMMERCIAL CUTAWAY E-450 SUPER DUTY 176" DRW

ENGINE

6.8L SOHC EFI TRITON V10 ENGINE

TRANSMISSION

5-SPEED AUTOMATIC TRANSMISSION W/OD - including: auxiliary oil cooler, tow / haul mode

AXLE

4.56 AXLE RATIO

TIRES

LT225 / 75R16E ALL SEASON BSW TIRES

SEAT TYPE

DUAL HIGH BACK BUCKET SEATS -including: inboard armrests AIR

CONDITIONING

MANUAL AIR CONDITIONING

STANDARD EQUIPMENT

Mechanical

6.8L SOHC EFI Triton V-10 engine
5-speed automatic transmission with OD -including auxiliary oil cooler, tow / haul mode
4.56 axle ratio with limited slip differential
Electronic throttle control
Rear wheel drive
72 amp / hour 650 CCA battery
120 amp HD alternator
4600# capacity twin I-beam front axle
9500# capacity full-floating rear axle
4600# capacity front coil springs
9500# capacity rear single stage multi-leaf springs
Front stabilizer bars
HD front / rear shocks
Handling package
Steel valve stems
Power steering with HD steering gear
Power 4-wheel disc brakes
Auxiliary fuel port

Exterior

Dual rear wheels
16" X 6" white painted steel wheels
LT225/75R16E all-season BSW tires
Black painted front bumper with lower black plastic valence
Sealed beam headlights
Solar tinted glass
Interval windshield wipers
Manual telescoping trailer tow mirrors with manual glass and two way fold Front license plate bracket

Entertainment

AM / FM stereo -including: digital clock, (2) speakers

Interior

Dual high back bucket seats -including: inboard armrest
Medium flint, vinyl seat trim
Slimline color-keyed engine cover console -including: dual stowage bin, (3) cupholders Black vinyl full floor covering
Tilt steering wheel
Medium flint - color instrument panel -including: double 12 volt power point, tachometer Key in ignition warning chime
Front air conditioning
Dash sound absorber
Glove box with auxiliary power point
Medium flint - color door trim panels with single stowage area Driver and passenger black cowl trim panels
Front vinyl - faced molded headliner
Dual color - keyed sun visors
Light and convenience group
Front dome light
Front door courtesy light switches
Black plastic step well pads
Color - keyed cowl grab handles

Safety

4 - wheel anti-lock brakes
Driver / front passenger 2nd generation airbags
Color coordinated 3-point safety belts with front outboard height adjustment Dual note electric horn

16X8X7 CARGO BOX WITH WALKTHRU

- AeroCap With Walk-Through
- Galvanized "z" wall posts on 16" centers
- Full width "pooched" rear step bumper
- Heavy-duty cast aluminum corners
- Anti-sag roof bows on 16" centers
- Threshold flush with drain trough
- 2" x 6" dense pine flooring
- .040 smooth aluminum
- LED stop/turn/tail and clearance lights
- Full width Barn doors with CAM (Pipe) Locks on each door ·Two (2) Master Lock
- Gray kemlite on inside of rear doors
- 3" structural steel i-beam crossmembers
- Complete body skirting
- Galvaneal steel rear frame
- Drain trough on rear threshold
- Solid kickplate on bumper
- 6" set-back
- Back-up alarm

LED TRAFFIC DIRECTOR WITH 30FT CABLE

A LED Traffic Advisor shall be supplied.



CUES STANDARD WARRANTY

CUES ("CUES") warrants that all parts, components, and equipment manufactured by CUES shall be free from defects in material and workmanship under normal use and service for which it was intended for a period of twelve (12) months from the date of shipment of materials by CUES to the purchaser. CUES' obligation under this warranty is limited, at CUES' option, to replacing or repairing, free of charge, any defective materials returned, freight prepaid, to the CUES designated service facility. For all warranty claims, the materials must be returned in accordance with CUES Material Return Policy.

Major items of equipment, such as vehicles, generators, etc., furnished, but not manufactured by CUES, will be covered only under the warranty of the third party manufacturer of such equipment. Expendable parts, such as light bulbs, fuses, connectors, etc., are excluded from this warranty.

Purchaser must notify CUES of a breach of warranty not later than the last day of the warranty period; otherwise, such claims shall be deemed waived.

CUES does not warrant the materials to meet the requirements of the safety codes of any federal, state, municipal or other governmental or administrative jurisdiction. Purchaser assumes all risk and liability whatsoever resulting from the use of its products, whether used singly or in combination with other products, machines or equipment.

This Warranty shall not apply to any materials, or parts thereof, which have; (a) been repaired or altered by anyone other than CUES without CUES' written consent; (b) been subject to misuse, abuse, negligence, accident, or damage; (c) not been installed or operated in accordance with CUES' printed instructions, or; (d) been operated under conditions exceeding or more severe than those set forth in the specifications of design tolerance of the equipment.

THIS WARRANTY AND THE OBLIGATION AND LIABILITIES OF CUES HEREUNDER ARE EXCLUSIVE AND IN LIEU OF (AND PURCHASER HEREBY WAIVES) ALL OTHER WARRANTIES, GUARANTEES, REPRESENTATIONS, OBLIGATIONS, OR LIABILITIES, EXPRESSED OR IMPLIED, ARISING BY LAW OR OTHERWISE, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, REGARDLESS WHETHER OR NOT OCCASIONED BY CUES' NEGLIGENCE.

CUES SHALL NOT BE LIABLE FOR ANY LOSS OR DAMAGE RESULTING, DIRECTLY OR INDIRECTLY, FROM THE USE OR LOSS OF USE OF THE MATERIALS, OR FOR SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, ECONOMIC LOSSES, LOSS OF PROFITS, LOSS OF BUSINESS, OR LOSS OF BUSINESS OPPORTUNITY. Without limiting the generality of the foregoing, this exclusion from liability embraces Purchaser's expenses for downtime or for making up downtime, damages to property, and injury to or death of any persons.

CUES neither assumes nor authorizes any person (including employees, agents, or representatives of CUES) to assume for it any other liability, guarantee, or warranty in connection with the sale or use of the materials, and no oral agreements, warranties, or understandings exist collateral to or affecting this warranty.

This warranty shall not be extended, altered, modified, or waived except by a written instrument signed by CUES.



Legislation Description

File #: 14-323, Version: 1

AUTHORIZATION TO ENTER INTO A LINKING AGREEMENT WITH RBC CAPITAL MARKETS, LLC FOR THE PROVISION OF FINANCIAL ADVISORY SERVICES UTILIZING AN ARIZONA STATE AND RBC CAPITAL MARKETS, LLC PURCHASING COOPERATIVE CONTRACT

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to authorize the City Manager to enter into a one year linking agreement and to approve up to four, one-year renewal options with RBC Capital Markets, LLC for the provision of financial advisory services. This cooperative purchase is available through an agreement between the State of Arizona and RBC Capital Markets LLC (Contract No. ADSPO14-080039) and is effective through September 10, 2015 with up to four, one-year renewal options by the State. City Manager approval of one-year renewals is dependent upon State of Arizona renewal.

Background

Currently, the City of Glendale has in excess of \$1 billion in outstanding debt. In addition, the City has historically relied on issuing debt as an effective means to finance capital projects with long useful lives. Bond/debt refunding is also critical to ensure the City is able to utilize the market to minimize debt services costs. Currently, the City has a number of bonds outstanding as summarized below:

- General Obligation (GO) Bonds
- Water/Sewer Revenue Obligations
- Highway User Revenue Fund (HURF) Revenue Obligations
- Transportation Revenue Obligations
- Municipal Property Corporation Excise Tax Bonds

State and local governments engage municipal financial advisors (FA's) to assist in the structuring and issuance of bonds whether through a competitive or negotiated sales. An FA represents the issuer (the City) in the sale of bonds, and unlike other professionals involved in a bond sale, has an explicit fiduciary duty to the City.

The Government Finance Officers Association (GFOA) recommends that issuers hire financial advisors prior to the undertaking of a debt financing unless the issuer has sufficient in-house expertise and access to current bond market information. Issuers should assure themselves that the selected financial advisor has the necessary expertise to assist the issuer in determining the best type of financing for the government, selecting other finance professionals, planning the bond sale, and successfully selling and closing the bonds. Therefore, it is important that the City obtain FA services from a firm with significant Arizona municipal experience. While financial advisors play a key role on the financing team, it is important to note that the City remains in

control of decision making processes necessary for the issuance and sale of the bonds or implementing the financing.

Analysis

On September 11, 2014 the State of Arizona Department of Administration, State Procurement Office awarded financial advisor services to nine qualified respondents to a Request for Proposal (RFP). Contained in this RFP was the ability for the contract to be used by State Purchasing Cooperative members. The City is a member of the State Purchasing Cooperative.

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

Although nine qualified respondents to the RFP were selected by the State, the City is recommending a linking agreement with RBC Capital Markets, LLC due to their vast Arizona municipal experience including the cities of Phoenix, Tucson, Chandler, Tempe, Mesa, and Scottsdale. Other government experience includes the Arizona Department of Administration, Arizona Department of Transportation, Arizona State University, University of Arizona, and Maricopa County.

Community Benefit/Public Involvement

Bond issuance and refinancing deals directly impact the cost of borrowing (debt service costs) of the City. Financial advisors have a fiduciary responsibility to the City and are critical in structuring deals that minimize costs, create financial flexibility, or address financial challenges a City may face.

Budget and Financial Impacts

Payments to RBC Capital Markets, LLC are typically paid when bonds are issued and become part of the issuance costs. The amount of payment is typically dependent upon the total debt being issued or restructured and follow a per bond pricing structure. Hourly pricing has been provided for services not related to debt issuance; however, these types of payments are atypical for this type of agreement. For any financial advisory services payment there must be adequate budget capacity to absorb these fees.

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
RBC CAPITAL MARKETS, LLC

THIS LINKING AGREEMENT (this "Agreement") is entered into as of _____, 2014, between the City of Glendale, an Arizona municipal corporation (the "City"), and RBC Capital Markets, LLC, a corporation authorized to do business in Arizona ("Contractor"), collectively, the "Parties."

RECITALS

A. The State of Arizona Department of Administration on September 11, 2014 entered into Contract Number ADSP014-00003944, and subsequently the parties entered into various amendments to the contract (collectively, the "Financial Advisory Services Contract"), a copy of which is incorporated by this reference.

B. The City is permitted to purchase the goods and services described in the ESRI Contract without further public bidding, and the Financial Advisory 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 Financial Advisory 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 State of Arizona under the Financial Advisory Services Contract, Contractor consents to the City's utilization of the Financial Advisory 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 September 10, 2015. At the option of the parties, this agreement may be extended for four additional, one-year periods.

2. Scope of Work; Terms, Conditions, and Specifications

- a) Contractor will provide City the identical supplies, goods or services Contractor provided the State of Arizona Department of Administration under the Financial Advisory Services Contract, as requested by the City in the proposal attached as Exhibits "A" and "B".
- b) Contractor agrees to comply with all the terms, conditions and specifications of the Financial Advisory 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 Financial Advisory Services Contract.

3. Compensation.

- a) City shall pay Contractor the same rate of compensation the End User pays Contractor under the Financial Advisory Services Contract pursuant to Exhibits A and B.
- b) The total purchase price for the Services as authorized in this agreement is to be consistent with the pricing set forth in Exhibit B. Total amounts paid are upon mutual agreement between the City and RBC Capital Markets, LLC and dependent upon the services necessary. 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

"Contractor"

RBC Capital Markets, LLC

By: _____

Name: Brenda S. Fischer

Title: City Manager

By: _____

Name: Kurt Freund

Title: Managing Director

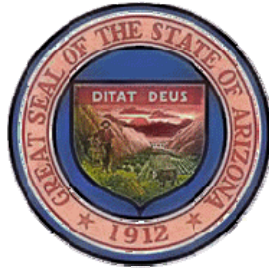
ATTEST:

City Clerk

Approved as to Form

City Attorney

Proposal to Provide Financial Advisory Services to



The State of Arizona

Financial Advisor Services

Solicitation # ADSP014-00003944

July 24, 2014



RBC Capital Markets®

Table of Contents

	Page No.
OFFER FORMS AND CERTIFICATIONS	ii
4.1 OFFER AND ACCEPTANCE	ii
4.2 ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS.....	ii
4.3 OFFER FORMS.....	ii
4.3.1 Offer and Acceptance Form (completed and signed)	
4.3.2 Offeror's Current Contracts	
4.4.1 Attachment I – Price Schedule	
QUESTIONNAIRE SECTION:	1
7.1. METHOD OF APPROACH	1
7.2 CAPACITY OF OFFEROR	8
7.3 PRICING.....	17

Appendices

BANKING TEAM RESUMES.....	A
SUBCONTRACTORS LIST	B

OFFER FORMS AND CERTIFICATIONS

4.1 OFFER AND ACCEPTANCE

We have enclosed the signed Offer and Acceptance form and acknowledge RBC Capital Markets' intent to be bound by the Offer and terms of the Solicitation and that the information provided is true, accurate and complete.

4.2 ACKNOWLEDGEMENT OF SOLICITATION AMENDMENTS

We acknowledge that no solicitation amendments have been issued.

4.3 OFFER FORMS

4.3.1 Offer and Acceptance Form (completed and signed)

We have enclosed the completed and signed Offer and Acceptance Form.

4.3.2 Offeror's Current Contracts

We have enclosed the required Offeror's Current Contracts forms for three (3) of our current contracts.

4.4.1 Attachment I – Price Schedule

We have enclosed the required Attachment I - Price Schedule.

Exhibit A

	Offer and Acceptance		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 3	
	Description: Financial Advisor Services	OF 46	

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.

RBC Capital Markets, LLC
Company Name
2398 E. Camelback Road, Suite 700
Address
Phoenix AZ 85016
City State Zip
Kurt.Freund@rbccm.com
Contact Email Address


Signature of Person Authorized to Sign Offer
Kurt M. Freund
Printed Name
Managing Director
Title
Phone: (602) 381-5365
Fax: (602) 381-5380

Taxpayer Identification Number: 41-1416330

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 2009-9 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.

The effective date of the Contract is _____.

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 _____ day of _____ 20____

Procurement Officer

Exhibit A

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:	Arizona Department of Transportation
Address:	206 South Seventeenth Avenue <i>Street Address</i>
	Phoenix, AZ 85007 <i>City, State, Zip Code</i>
Contact Information:	Kristine Ward (602) 712-6164 <i>Contact Name Phone Number</i>
	kward@azdot.gov <i>Contact Email Address</i>
2. Description of Services Provided	
Services Begin Date: 06/11/2009	Services End Date: Currently ongoing
Dollar Amount of Contract: Variable amount; not fixed	Number/Type of Personnel: variable number of personnel as needed, senior advisors through administrative staff.
<p>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, reliable experience and past performance, overall quality of job performance and any contract non-performance issues).</p> <p>RBC Capital Markets has served as the financial advisor to the Arizona Department of Transportation on all of its debt financings under the current State Solicitation for Financial Advisory Services awarded 5 years ago, as well as in prior years. The services we provide to the Department are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the Department in developing its debt financing plans; analyzing various debt structures to meet the Department's financing needs; providing various debt analyses and amortization structures for consideration; identifying refinancing opportunities for the Department; developing timetables for all financings; taking a lead role in organizing, typesetting and preparing for Department review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents; reviewing all of the legal documents associated with any financing; serving as a representative of the Department in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others; assisting the Department in its identification and evaluation of other financing participants; reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the Department's goals; evaluating the sale and pricing of all debt obligations; handling any other aspects of debt financings or related issues as needed by the Department. Indicative of our reliable experience and past performance, we have been re-hired by the Department on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues.</p>	

Exhibit A

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:	Arizona Department of Administration
Address:	100 North 15th Avenue, Suite 302 <i>Street Address</i>
	Phoenix, AZ 85007 <i>City, State, Zip Code</i>
Contact Information:	Clark Partridge (602) 542-5405 <i>Contact Name Phone Number</i>
	clark.partridge@azdoa.gov <i>Contact Email Address</i>
2. Description of Services Provided	
Services Begin Date: 06/11/2009	Services End Date: Currently ongoing
Dollar Amount of Contract: Variable amount; not fixed	Number/Type of Personnel: variable number of personnel as needed, senior advisors through administrative staff.
<p>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, reliable experience and past performance, overall quality of job performance and any contract non-performance issues).</p> <p>RBC Capital Markets has served as the financial advisor to the Arizona Department of Administration on virtually all of its debt financings under the current State Solicitation for Financial Advisory Services awarded 5 years ago, as well as in prior years. The services we provide to the Department are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the Department in developing its debt financing plans; analyzing various debt structures to meet the Department's financing needs; providing various debt analyses and amortization structures for consideration; identifying refinancing opportunities for the Department; developing timetables for all financings; taking a lead role in organizing, typesetting and preparing for Department review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents; reviewing all of the legal documents associated with any financing; serving as a representative of the Department in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others; assisting the Department in its identification and evaluation of other financing participants; reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the Department's goals; evaluating the sale and pricing of all debt obligations; handling any other aspects of debt financings or related issues as needed by the Department. Indicative of our reliable experience and past performance, we have been re-hired by the Department on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues.</p>	

Exhibit A

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:	Arizona State University
Address:	300 East University Drive, Suite 320 <i>Street Address</i>
	Tempe, AZ 85287 <i>City, State, Zip Code</i>
Contact Information:	Joanne Wamsley (480) 727-9920 <i>Contact Name Phone Number</i>
	joanne.wamsley@asu.edu <i>Contact Email Address</i>
2. Description of Services Provided	
Services Begin Date: 04/16/2013	Services End Date: Currently ongoing
Dollar Amount of Contract: Variable amounts; not fixed	Number/Type of Personnel: variable number of personnel as needed, senior advisors through administrative staff.
<p>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, reliable experience and past performance, overall quality of job performance and any contract non-performance issues).</p> <p>RBC Capital Markets has served as the financial advisor to Arizona State University on virtually all of its debt financings under the University's current solicitation for Financial Advisory Services awarded in 2013, as well as in prior years. The services we provide to the University are virtually identical to the Scope of Work outlined in the current Solicitation from the State and include services such as assisting the University in developing its debt financing plans; analyzing various debt structures to meet the University's financing needs; providing various debt analyses and amortization structures for consideration; identifying refinancing opportunities for the University; developing timetables for all financings; taking a lead role in organizing, typesetting and preparing for University review the Preliminary and Final Official Statements for all financings and handling the publication and distribution of such documents; reviewing all of the legal documents associated with any financing; serving as a representative of the University in interacting and negotiating with other financing participants including bond lawyers, underwriters, rating agencies, bond insurers, bank trustees and others; assisting the University in its identification and evaluation of other financing participants; reviewing underwriter marketing plans for the sale of debt obligations and recommending approaches that best meet the University's goals; evaluating the sale and pricing of all debt obligations; handling any other aspects of debt financings or related issues as needed by the University. Indicative of our reliable experience and past performance, we have been re-hired by the University on several occasions via periodic procurements for financial advisory services and are not aware of ever having any contract non-performance issues.</p>	

	Exhibit A Attachment I		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 1	
	Description: Financial Advisor Services	OF 5	

1. Financial Advisor Services Price Schedule (Attachment I)

Offeror's shall complete Attachment I entitled "**Financial Advisor Services Price Schedule**", and provide all requested information according to the instructions.

Attachment I is found in Attachments section of ProcureAZ under the file named "**Financial Advisor Services Price Schedule**".

2. ProcureAZ Electronic System Requirement:

To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, **as a zero (0) will be considered a NO-BID by the system.**

For assistance call the ProcureAZ Help Desk: 602-542-7600

PRICING SCHEDULE

The Offeror shall develop and submit six pricing schedules as per Attachment I, using the methodologies described below. In each instance, the Offeror shall indicate the pricing for collateralized, non-collateralized, and pooled structure. Pricing must be provided in an all-inclusive basis.

1. The Offeror shall provide an all-inclusive fee, based on the size, or size range, for financial transactions. Fees shall be stated as a dollar amount.

PRICING SCHEDULE NUMBER ONE:

Per Bond Pricing Structure:

The Offeror shall indicate the fee per \$1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency. The Offeror shall indicate any changes in the fee per \$1,000 based on the size of the financing and shall indicate any minimum or maximum fees per financing transaction.

The Offeror shall separately state the fees per \$1,000 for a collateralized structure and for a non-collateralized structure.

The Offeror should also indicate if a price differential is available for transactions subsequent to the first financing.

Exhibit A

Attachment I



Solicitation No.: ADSP014-00003944

PAGE
2

Description: **Financial Advisor Services**

OF
5

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

A. COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.85*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.65*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.45*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.35*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.25*</u>

B. NON-COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.85*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.65*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.45*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.35*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.25*</u>

C. POOLED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>	<u>Incremental Cost per Borrower</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.85*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.65*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.45*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.35*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.25*</u>	<u>\$10,000</u>

* The fee per \$1,000 principal amount for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$50,000 per financing series; for variable rate financings, the minimum fee is \$60,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$50,000 per financing series; for variable rate financings, the minimum fee is \$60,000. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.





Exhibit A Attachment I

Solicitation No.: ADSP014-00003944

PAGE
3

Description: **Financial Advisor Services**

OF
5

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

PRICING SCHEDULE NUMBER TWO (COLLATERALIZED, NON-COLLATERALIZED, AND POOLED):

Hourly Rates: The Offeror shall provide a schedule of hourly rates for each Key Person *who may provide services described in the Scope of Work*. The Offeror shall indicate any minimum or maximum fees for such services or per financing transaction (use a separate sheet if necessary):

A. COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

B. NON-COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>





Exhibit A Attachment I

Solicitation No.: ADSP014-00003944

PAGE
4

Description: **Financial Advisor Services**

OF
5

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

C. POOLED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$550 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$425 per hour</u>	<u>\$ see below</u>
<u>All other associate level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

* The fee for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$60,000 per financing series; for variable rate financings, the minimum fee is \$75,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$70,000 per financing series; for variable rate financings, the minimum fee is \$85,000. Hourly fee pricing would only apply to any debt obligation series of \$50 million or less. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.

Attachment I



Solicitation No.: ADSP014-00003944

PAGE
5

Description: **Financial Advisor Services**

OF
5

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

PRICING SCHEDULE NUMBER THREE (COLLATERALIZED, NON-COLLATERALIZED AND POOLED):

Annual Retainer Fees:

The Offeror shall indicate an annual retainer price for all services described in the Scope of Work

The Offeror shall separately state the retainer price if a collateralized, non-collateralized or pooled structure is utilized.

The Offeror shall indicate any limitations on the services to be provided under such a fee arrangement.

Limitations: The Offeror shall indicate if any of the three pricing methodologies are unacceptable.

- A. **Collateralized:** \$60,000 annually per Agency*
- B. **Non-Collateralized:** \$60,000 annually per Agency*
- C. **Pooled:** \$60,000 annually per Agency*

* Under this pricing approach, our services would be limited to the Scope of Work items not specifically related to the issuance of any obligations and we would discount proposed per bond pricing fees for any issuance by 7.5%. The annual retainer would need to be paid prior to any services being provided in any fiscal year.

PRICING SCHEDULE NUMBER FOUR (KEY PERSON WITH HOURLY RATE):

The Offeror shall indicate hourly rates for other financial advisory activities described in the Scope of Work (associated with a bond issue transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate*</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>All other senior level bankers</u>		<u>\$550 per hour</u>
<u>All other officer level bankers</u>		<u>\$425 per hour</u>
<u>All other associate level bankers</u>		<u>\$300 per hour</u>

* Fees are for "other financial advisory activities" associated with a bond issue transaction in addition to the fees set forth in Pricing Schedule Number One.





Exhibit A Attachment I

Solicitation No.: ADSP014-00003944

PAGE
6

Description: **Financial Advisor Services**

OF
5

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

PRICING SCHEDULE NUMBER FIVE (KEY PERSON WITH HOURLY RATE):

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$550 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$425 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$425 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$550 per hour</u>
<u>All other senior level bankers</u>		<u>\$550 per hour</u>
<u>All other officer level bankers</u>		<u>\$425 per hour</u>
<u>All other associate level bankers</u>		<u>\$300 per hour</u>

PRICING SCHEDULE NUMBER SIX:

Optional Pricing: The Offeror shall provide a firm, fixed, all-inclusive maximum fee per Financing Transaction involving the sale of certificates regardless of the number of buildings acquired and equipment and the size of the issue:

\$750,000 Maximum Fee (dollar amount) per Financing Transaction. Offeror should also indicate how this fee will be calculated (hourly rates, etc.)

The fee can be calculated under Pricing Schedule Number One herein.

Our proposed fees outlined in any Pricing Schedules noted above do not include any investment advisory services or services related to ancillary financial products such as interest rate derivative contracts or interest rate caps, collars or floors, which are not included in the Scope of Work. If such additional services were requested, and we were able to provide such services, they would be subject to a fee payment at a negotiated fee approved in advance.

In addition to the fees provided in the Pricing Schedules above, the following additional fees may apply, depending on the circumstances of the specific transaction:

For transactions in which RBCCM serves as a placement agent on a loan or securities purchased directly by a bank or other financial institution the fee would not exceed 2% of the total loan amount.

Assembly and publishing of Official Statement or Placement Memorandum, a fee of not to exceed \$25,000 (typically for smaller issuers).



Exhibit A

Attachment I



Solicitation No.: ADSP014-00003944

PAGE
7

Description: **Financial Advisor Services**

OF
5

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

Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest the fee basis may be adjusted by not greater than \$2.50 per \$1,000.

For assistance with complex financings or unique requests outside of the traditional services typically provided and contemplated in the Scope of Work, RBCCM could negotiate additional compensation with the non-State Agency local political subdivisions. Complex financings of such subdivisions may include, but are not limited to: (1) title or real estate issues, (2) utility company acquisitions, (3) tax increment or land based financings (special districts), (4) public/private partnerships (5) financings involving conduit issuers (6) other circumstances requiring a significantly higher degree of complexity or effort.



QUESTIONNAIRE SECTION:

7.1. METHOD OF APPROACH

7.1.A. Offeror shall provide a narrative response that describes your organization's overall method of approach for providing financial advisory services.

Over the course of RBC Capital Markets' ("RBCCM's") professional relationship with various State agencies as financial advisor, we have always strived to improve the service provided and the results achieved. Our efforts and achievements have included, among other issues, working to better define the roles and responsibilities of the financial advisor and the underwriting team. The goals of these efforts have been:

- to streamline the bond issuance process to its most efficient level in terms of the time and resources of the involved Agency staff and the rest of the financing team;
- to ensure that the underwriting team's primary focus is on the marketing and sale of the Agency's bonds, thereby improving the likelihood of achieving the lowest interest cost;
- to achieve, in conjunction with the Agency's efforts, underwriting costs that are no greater than what is necessary to effectively market and sell the State's debt.

While we believe there is always room for further improvement, we also believe we have been very successful in accomplishing these goals. The State Agency's bond issuance process is geared toward achieving the desired end result: the lowest borrowing costs consistent with market conditions. The focus of the underwriting team on selling the State's debt has been clearly demonstrated to the various Agency staff who have directly participated in financings in recent years and is further evidenced by the interest rates achieved.

By way of example, the State Agencies we have worked with have seen a distinct and noticeable reduction in underwriting costs over the last ten-year period. While these reductions are in part a function of competitive market conditions, they are also a result of the efforts by RBC Capital Markets and the various Agencies to more clearly define the underwriter's role and to pay only for the services provided. By way of example, an underwriters' fee of \$5.00 per thousand dollars of bonds was not uncommon on various Agency financings in the not too distant past. In contrast, the underwriting cost on more recent financings is generally in the range of \$2.00 to \$3.00 per thousand dollars of bonds. This reduction in bond underwriting fees has resulted in real savings to the State's Agencies. Again, while not all of these savings can be attributed to the efforts of RBC Capital Markets and the Agencies to align costs paid with services provided and to successfully negotiate fees, a significant portion is due to these factors.

Although it is truly a team effort that produces low borrowing costs, the financial advisor is the only participant that serves only the Agency. While the other participants provide services valuable to the financing process and to the Agency, who they serve extends beyond the Agency. For example, the bond counsel's first responsibility is to protect the interest of investors. RBC Capital Markets obviously takes the unique role of the financial advisor very seriously and has worked diligently over the years to provide the broadest possible level of services and expertise to meet State Agencies' needs.

The following outline delineates the specific responsibilities that we would assume as financial advisor on any negotiated debt financing.

Exhibit A

Financial Advisory Services and Financing Responsibilities

I. Pre-Pricing Responsibilities of RBC Capital Markets Service Team

1. Consult with the Agency concerning legal issues, security structures, issue size, timing, and preliminary debt structure.
2. Analyze and determine the Agency's capacity to issue the proposed debt.
3. Provide projected debt service scenarios illustrating debt service coverage and cash flow requirements.
4. Analyze and review existing debt obligations for refunding savings and/or debt restructuring.
5. Prepare a detailed timetable of events consistent with the Agency's scheduling needs.
6. Prepare Agency briefing materials and assist in their presentation.
7. Prepare and distribute a request for updated marketing and fee information from firms in the State's underwriting pool or other underwriters, as requested.
8. Provide details on issue structure and terms to bond counsel for preparation of draft legal documents.
9. Contact credit rating agencies and coordinate times for meeting with the various agencies.
10. Analyze and recommend whether obtaining bond insurance will be cost effective. If necessary, contact insurers and coordinate meetings with them. Prepare and distribute a request for insurance fee proposals.
11. Prepare and distribute multiple drafts of preliminary official statements and corresponding revisions received and evaluated from all financing participants.
12. Review and comment on drafts of legal documents necessary for issuing the debt.
13. Prepare and distribute, as needed, requests for proposals for services for registrar and paying agent, depository trustee, official statement printing, and verification agent.
14. Review and summarize proposals received for third-party services and recommend providers.
15. Review and summarize proposals received from underwriters, prepare additional market information concerning underwriters, and provide recommendations for the Agency's selection of underwriting team.
16. Review and summarize fee proposals received from insurers and recommend firm for Agency selection.
17. Prepare and/or review Agency policies designating underwriters and paying agent/registrar.
18. Prepare travel itineraries for meeting with rating agencies and/or insurers, and assist in all travel accommodations including air, lodging, ground transportation, etc.
19. Assist in the preparation and review of presentation materials and credit information to be provided to rating agencies and insurers.
20. Review and comment on the level of disclosure to be provided by the Agency in order to comply with SEC Rule 15c2-12 concerning continuing secondary market disclosure.
21. Participate in presentations to rating agencies and/or insurers and conduct follow-up discussions to clarify issues and/or encourage favorable responses.
22. Review and provide recommendations on the marketing approach and plans proposed by the senior manager and other underwriters.

II. Pricing Responsibilities of RBC Capital Markets Team

1. Recommend timing for pricing based on market conditions, cash flow needs and underwriters' input.
2. Monitor and participate, if necessary, in implementation of approved marketing plan.
3. Prepare updated materials for briefing the Agency and assist in any Agency's presentation to the JCCR and/or JLBC staff.

Exhibit A

4. Review and comment on draft Bond or Certificate Purchase Agreement.
5. Oversee the printing and distribution of the preliminary official statement.
6. Prepare travel itineraries for bond pricing and assist in all travel accommodations including air, lodging, ground transportation, etc. (if necessary).
7. Recommend any modifications to structure or terms (e.g. call features, reserve fund, etc.) for pricing.
8. Prepare and distribute detailed pre-pricing materials to Agency staff including structure and terms of bonds, pricing timetable, status of current market, historical Agency financing results, current pricing data for comparable bond or note issues, etc.
9. Advise and make recommendations on preliminary interest rate scale and fees proposed by underwriters.
10. Review and evaluate status of pricing and advise Agency pricing team of same.
11. Advise on and recommend negotiating issues and positions for Agency pricing team.
12. Negotiate pricing issues with underwriters in conjunction with Agency pricing team.
13. Review proposed allocation of bonds or notes among underwriters based on orders received and advise Agency pricing team on same.
14. Provide bond counsel with final structure and terms of issue for finalizing Bond Documents.
15. Provide underwriters' counsel with final structure and terms of sale for finalizing Bond or Certificate Purchase Agreement, review and comment on same, and advise Agency on execution.
16. Provide the Agency relevant materials summarizing the results of the sale, results of comparable sales, and market conditions.

III. Post Pricing Responsibilities

1. Prepare and distribute a draft final official statement.
2. Prepare final debt service schedules.
3. Review and comment on drafts of closing legal documents.
4. Prepare and distribute a closing instructions memorandum detailing closing events, wire transfers and accounting for funds, and delivery of the obligations.
5. Obtain underlying rating letters from credit agencies.
6. Coordinate printing and distribution of final official statement.
7. Review and comment on legal documents from bond insurer, if applicable.
8. Execute closing certificate of financial advisor (as needed).
9. Review drafts of underwriters' report on distribution of obligations to investors.

RBC Capital Markets takes pride in our method of approach and value added services in meeting our clients' scope of work requirements. While we believe that our approach is "best of class" as evidenced by feedback from our clients, we continually seek to improve upon our processes and the approach to assisting our clients in issuing their debt obligation in the most efficient and lowest cost manner. Given our national platform, we are able to consistently seek out and impart "best practices" from our clients across the country. Ultimately we have found that our best improvements are those collaboratively developed with our clients as we work through the often unique situations they face. These tailored solutions are another example of what sets RBC Capital Markets apart from most of our competitors.

7.1.B. Offeror shall provide three (3) clear examples that clearly demonstrate Offeror's experience in successfully providing consulting services from the last five years, projects or programs and depicts a clear understanding of the Scope of Work herein.

RBC Capital Markets has long been among the top firms in providing financial advisory services, as well as underwriting services, to governmental issuers across the United States. We are also consistently ranked by

Exhibit A

independent sources as typically the number 1 financial advisory firm serving State and local government issuers in Arizona and among the top 3 firms each year in providing underwriting services. Given our long-standing history and track record of successfully working with governmental agencies as a financial advisor, we can provide hundreds of examples from the last several years of our demonstrated expertise in this area. By way of example, just for the three current contracts we listed in this proposal, we have served as the financial advisor on 6 financings for the Arizona Department of Transportation, 4 financings for the Arizona Department of Administration and 10 financings for Arizona State University in the last five years alone. Examples of our efforts as financial advisor on a recent financing for each of these issuers are provided below.

RBC Capital Markets served as the financial advisor to the Arizona Department of Transportation on its \$715.47 million Series 2013 Subordinated Highway Revenue Bonds issued in January of 2013. For this financing, we identified the opportunity for the Department to realize significant debt service savings through a refinancing of select maturities from various series and lien types of its outstanding HURF Bonds, while restructuring the Department's annual debt service payments to accommodate and create the capacity to borrow \$230 million for new capital projects. The Department had a number of goals associated with the financing such as meeting its cash flow requirements, creating current debt capacity to meet its existing capital funding needs while preserving future debt capacity to meet the Department's long-term financing requirements, meeting its additional bonds test contained in the Arizona statutes and the bond legal documents, and achieving significant debt services savings through the refunding of existing debt. To accomplish these goals, we developed and provided over twenty different highly complicated analyses of various debt restructuring scenarios that included analyzing the refunding of both the Department's senior lien and subordinate lien debt, and the use of both of these security structures for the new refunding bonds that were being issued. The analyses, and ultimate the financing, also included the issuance of both tax-exempt Series 2013A Bonds as well as taxable Series 2013B Bonds to accomplish the desired financing structure for the Bonds. As a result of these efforts, we identified and recommended to the Department the approach and debt structure that best met all of the Department's needs.

Having identified the desired approach for the financing, we developed a proposed financing timetable that included all of the primary steps necessary in the financing process, and took a lead role in driving all of the financing participants to remain on the agreed upon schedule through the final closing of the financing. RBCCM also took the lead in all aspects of preparing a Preliminary Official Statement for the Department's active review, which included preparing multiple drafts of this document reflecting input from all of the financing participants, including the Department, all of which we typeset in-house in a "publication" ready format. We also reviewed all of the various legal documents associated with the financing, both to ensure that they reflected the business transaction that the Department was undertaking, as well as to provide another set of eyes to identify and correct any errors in drafts of the legal documents. As we do for virtually all of our financial advisory clients, RBCCM took an active role on the Department's behalf in developing a solicitation for the selection of underwriters for the transaction, as well as in evaluating all of the responses received and in providing summary information and making recommendations to the Department regarding the syndicate structure for the financing as well as the firms the Department might want to consider for the syndicate based on their capabilities and solicitation responses. RBCCM also took the lead on the Department's behalf in interacting with the credit rating agency services and in developing strategy for discussing the proposed financing and the Department's overall financial credit, and in participating with Department representatives in all meetings with the agencies. For the actual pricing of the Bonds, we provided specific direction to the lead underwriter to develop a marketing plan for the sale of the Bonds, which we then reviewed with and made recommendations to the Department as to how to proceed on various elements of that plan. We then monitored all aspects of the actual sale of the Bonds to investors with the Department and negotiated on their behalf with the underwriting syndicate to arrive at the final pricing for the Bond issue. As part of closing the Bond financing, we developed a final memorandum for the closing of the financing that detailed the various flows of funds and other steps required to close the issue and reviewed all of the various required closing documentation to ensure it correctly reflected the transaction. As part of the closing of the Bond financing, we prepared all of the final number runs associated with the issue, including providing updated debt schedules for all of the Department's newly outstanding Highway User Revenue Bonds that reflected the new money Bonds that were issued, the refunding bonds that were issued, and the remaining outstanding bonds of the Department after the refunding that was undertaken.

In February of 2013, we provided similar services to those outlined above to the Arizona Department of Administration in association with its \$62.63 million Refunding Certificates of Participation, Series 2013. The Series 2013 Certificates were issued by the Department to refinance existing Certificate obligations to generate debt service savings. RBCCM identified this opportunity for the Department as part of our ongoing financial advisory services where we regularly review issuer's outstanding debt for refunding opportunities based on current market interest rate conditions. The financing was split into Series 2013A and Series 2013B components as the

Exhibit A

Leased Property, or the collateral property, for each series was different. Rather than create two separate financings, RBCCM worked with the State's bond counsel for the financing to develop an approach where the 2013 Certificates could be issued through one offering document, but with two different series. This approach saved the State both time and money by realizing the efficiencies of undertaking one financing, instead of two. Given the larger combined size of the financing, it also made the issuance more attractive to a larger group of investors which helped reduce the State's overall borrowing costs. As we typically do for all of our financial advisory engagements, RBCCM played a direct and significant role participating in all aspects of the Certificate financing and in assisting and advising the Department throughout the process.

While we have served on more recent financings for Arizona State University, including in 2014, RBCCM served as financial advisor on a \$110.95 million System Revenue and Refunding Bond, Series 2013 for the University in January 2013. Similar to the Arizona Department of Transportation financing noted above, the University's 2013 Bonds involved the issuance of both tax-exempt Series 2013A Bonds as well as taxable Series 2013B Bonds, and included the issuance of Bonds for new money construction purposes as well as for refunding certain of the University's existing bonds for debt service savings. Initially, we worked with the University in the development of the debt structure and timetable for its new money borrowing designed to raise approximately \$87.6 million. In this regard, and similar to most financings we work on as a financial advisor, we provided numerous debt structuring analyses to the University for their review. Included in these analyses were various scenarios that involved the inclusion of a taxable bond component in order to provide financing for "non-governmental" or "private" purposes under the federal tax code as University's often have uses for a portion of their buildings (such as privately run food services or federal government research, as two examples) that may not be financed on a tax-exempt basis under the federal tax laws. In addition to these analyses regarding the new money portion of the University's financing, we also reviewed, as part of our ongoing financial advisory services, all of the University's outstanding Bonds for possible refunding opportunities to generate debt service savings. In doing so, we identified several maturities from two of the University's outstanding series of Bonds that based on current market rates made sense to consider for refinancing and which were then laddered into our structuring analyses. Over the several month period of the financing timetable, we continued to monitor the value of refunding these selected Bonds, as well as other Bonds, of the University to ensure that they provided sufficient refunding savings. In addition to our work with the University on the analytics and structuring of the financing components, we also undertook all of the typical services we provide as part of our financial advisory services including: preparing multiple versions of the timetable for the financing; taking the lead in preparing all of the Preliminary and Final Official Statements for review by the University and other financing participants; assisting in the solicitation, review and evaluation of underwriters for the financing; serving as the lead contact for interactions with bond rating agencies; negotiating all aspects of the pricing of the Bonds with, and on behalf of the University, in working with the selected underwriting syndicate for the issue; reviewing all of the legal documents and closing documentation for the financing; and preparing all of the post pricing information and debt schedules for the multiple components of this particular Bond issue.

7.1.C. Describe how you will work with the Eligible Agency staff to prepare debt obligation financing plans, including alternative financing techniques, and make recommendations to maximize state objective and otherwise provide advice regarding financing transactions.

RBC Capital Markets takes a very collaborative approach in actively working with our clients on the development of their financing plans. Our efforts in that regard start with a basic foundation for the financial advisory relationship which is to make sure that we are fully knowledgeable of all of the debt related issues affecting the issuer and its debt programs. To create this foundational knowledge, we create a record of the existing debt profile of the issuer which reflects understanding all of their outstanding debt, the amortization and debt structure for that debt, any requirements that affect the issuer's legal debt capacity such as legislative provisions and/or legal covenants in existing documents, the credit ratings for the issuer's various types of debt, a review of the issuer's financial condition and trends in that regard, and any other debt related factors that may be relevant for any given issuer. For a new financial advisory engagement, we would review all of this information with the issuer to make sure in addition to all of this fact-based data, we understand the perspective of the issuer in terms of how they use debt, their perception of their debt portfolio, financial and other factors that they consider in issuing their debt obligations, and any information in terms of the process of issuing debt that they prefer.

Based on this knowledge, we would then make sure that we fully understand the issuer's goals and needs associated with any specific financing, as well as all of the details as to the purpose of the financing, desired financing terms or maturity lengths to consider, any sources of funding in addition to proceeds of the borrowing to be aware of and any other factors important to developing a financing plan for the borrowing. We are then able to combine these specific needs and goals with our in-depth knowledge of the issuer and its debt portfolio to develop

Exhibit A

a financing plan, or financing plan options, for the issuer's consideration. For most issuers, this process invariably involves a number of meetings and discussions where we present and explain various ideas or debt structuring scenarios and collaboratively work with the issuer to develop the end product or structure.

Regarding alternative financing techniques and ideas, RBC Capital Markets has long been at the forefront in developing innovative ideas for our financial advisory clients. These ideas run the gamut from developing more significant financing ideas or programs such as helping the Governor's office and Department of Administration to develop financing plans to help address the State's fiscal deficits in 2009-10, to the more daily effort involved in developing innovative solutions within a specific financing by applying our in-depth banking knowledge (an example might be how to create a new debt structure that does not require a reserve fund to replace a structure that does require one). Examples just in recent years of innovative alternative financing techniques and concepts we have developed include:

- Identifying an opportunity for the State Department of Economic Security to issue \$200 million of Unemployment Insurance Notes to bridge a funding gap in the State's Unemployment Insurance Trust Fund. This was a unique financing that had never been done before in Arizona and that only a few states in the country have undertaken. RBC Capital Markets conceived the idea for the State and developed all of the financing concepts and credit issues to enable this financing to occur, working with the Governor's Office, the Department of Economic Security and the Department of Administration.
- Identifying and conceiving multiple financing concepts for the Governor's Office of Strategic Planning and Budgeting to consider for helping to address the State's fiscal crisis in 2009-10. This effort ultimately led to the State being able to finance roughly \$1.4 billion of the State's deficit, as opposed to having to raise taxes or cut expenditures further to address this shortfall. Innovative financings that were created and deployed as part of this effort included the sale/leaseback of various state assets to leverage the limited assets the State had available to address its problems, as well as the creation of a new State Lottery Bond concept and the development of legislation to enable that concept that had never previously existed in the State.
- As previously mentioned in our proposal, we developed in conjunction with the Arizona Department of Transportation an extensive restructuring of portions of the Department's HURF Bonds to create capacity to borrow \$230 million of new money proceeds while preserving future debt capacity and achieving significant debt service savings.
- We are in the process of developing an innovative conduit financing for Arizona State University that involves the issuance of Lease Revenue Obligations by an Industrial Development Authority for a loan to a newly created non-profit entity that will acquire and renovate a facility for the University in Washington, D.C.

7.1.D. Describe how you will coordinate and assist with the preparation of all necessary debt documents, including Official Statements and relevant legal documents.

As previously noted, RBC Capital Markets takes pride in our method of approach and value added services in meeting our clients' needs. A key part of our efforts in this regard relates to our work with issuer clients on development and preparation of the Preliminary and Final Official Statements for any transaction, as well as our review of the legal documents. Regarding the preparation of Official Statements, RBCCM takes a lead role with our financial advisory clients in the initial development of these documents, as well as often doing the actual typesetting of the Official Statements (RBCCM was a leader in Arizona in using this approach as a way to avoid costly printer typesetting bills). We have found that this approach provides a much more consistent product for issuers to review, while also providing the benefit of ensuring that changes to improve disclosure made on prior Official Statements are reflected in any newer Official Statement so that our issuer clients do not have to start all over each time they undertake a transaction. This approach also provides cost savings to issuers by reducing the amount of time that the issuer's staff needs to take in reviewing the document as well as eliminating the cost that is incurred if a law firm or other third party typesets the document. As a part of this effort of developing drafts of the Preliminary Official Statement for review by the issuer and other financing participants, RBCCM's goal is to gather as much of the data and information as possible that needs to be included in the Official Statement. Given our extensive knowledge and experience in the municipal finance industry and with many issuers, we are able to prepare drafts of the legal security and structure for the financing, all of the details of the specific structure for the issue being undertaken and gather all of the economic and demographic type data included in the Official Statement, which reduces the time and cost of having either the issuer or other third parties gather this information.

Exhibit A

In taking the lead role in the development and preparation of the Official Statement, we also work with all of the other financing participants to ensure their active review of the document, and in a timely manner.

On any given financing, we will often prepare 3-5 drafts of the Preliminary Official Statement as part of the development and review process. Our experience as a financial advisor across the country has taught us that it is important for all parties involved in a financing to carefully review and prepare the Official Statement and not just treat that effort like a step in the process to get through as quickly as possible. Consistent with that thinking, RBCCM will always recommend that the issuer and the financing participants conduct a thorough document review call prior to the actual printing of a Preliminary Official Statement to make sure all parties believe the offering document is complete and accurate. We also, as part of our review of any transaction, actively review the issuer's continuing disclosure requirements from any existing transactions and check these requirements against the actual history of information filed on the EMMA site. Our findings are then shared with the issuer to make sure that the issuer includes accurate disclosure regarding this issue in the Official Statement, which has become a more and more important issue in recent time.

7.1.E. Describe any other tasks, counsel or assignments that are normally and customarily performed by a Financial Advisor that is not specifically mentioned above methods of approach.

In addition to the services outlined above under methods of approach, RBC Capital Markets regularly provides a number of other services as part of our value added approach to providing financial advisory services. These additional services can take many different forms, but generally they are driven by our belief that we should look to be helpful in all reasonable ways to our financial advisory clients on their debt related issues. Examples of services we regularly provide to financial advisory clients include:

- Reviewing legislation that may impact our clients from a debt or credit standpoint. Our efforts in this regard range from identifying and analyzing proposed legislation that we believe may be impactful to issuers and making them aware of it, to analyzing or working on legislation that our clients identify and/or are seeking. In many cases, we also develop drafts of legislation to enable financing approaches or concepts that RBCCM has created as part of meeting our clients' needs. We have done this in recent years for the Arizona Department of Transportation, for the Arizona Department of Administration and the Governor's Office, and for the State's three public universities, among others. Given our knowledge and recognized expertise in the municipal finance field, we are also very experienced in testifying before Legislative committees and in meeting with Legislators, their staff and others in the legislative process. As a former legislative staff person in the Arizona State Senate, Mr. Freund has drafted hundreds of legislative provisions over his career and brings this unique skill and knowledge to all of our financial advisory engagements. Mr. Dodd and Mr. Snider also have extensive experience reviewing and analyzing proposed legislation and have testified at the Legislature and met with Legislators on a number of proposed legislative bills over the years. No other firm really matches RBCCM's knowledge and reach in this area and most firms lack the resources and knowledge to provide this type of service at all.
- Taking the lead in rating agency surveillance reviews and other rating inquiries between bond financings. Today, issuers are subject to regular rating surveillance reviews by all three of the rating agencies. These reviews are required by the agencies to occur no less frequently than every 18 months. For our financial advisory clients, RBCCM takes the lead in responding and interacting with the rating agencies on behalf of our clients. Similarly, the rating agencies often make inquiries of our issuer clients regarding things such as legislative changes, litigation issues that may come up, requests for update information on issues such as pension or other post-employment benefit funding. As we do generally with rating agencies, RBCCM typically takes the lead in responding to these requests on behalf of, and in conjunction with our clients.
- Providing debt schedules and other debt related information (such as the value of refundings) for purposes of assisting our clients in their financial statement reporting and in the development of their annual budgets.
- Updating our clients on regulatory and other changes affecting the municipal debt markets. This has become a more and more extensive requirement with the significant amount of additional regulatory burdens federal regulators have placed on the municipal market from the SEC's Municipal Advisory Rules to the SEC's continuing disclosure initiative and many other provisions.
- Assisting our clients in gathering and providing data in response to Internal Revenue Service audits of debt issues that are randomly undertaken by the IRS. As any issuer who has gone through one of these audits knows, the information requested as part of these random audits is extensive and RBCCM often provides much of this information from its files.

Exhibit A

These are but a few of the additional services that RBCCM regularly provides to our financial advisory clients as part of our efforts to assist our clients.

7.2 CAPACITY OF OFFEROR

7.2.A. Offeror shall submit copies of all applicable certificates, proof of SEC Registration, and licenses that can support Offeror's ability to provide services.

Pursuant to the provisions of the Dodd-Frank Act and the Securities and Exchange Commission's rules, any firm intending to provide municipal advisory services to municipal entities was required to register on a temporary basis with the SEC in 2010. More recently, the SEC has required firms, and their associated individuals who provide municipal advisory services to submit permanent registration to the SEC. RBC Capital Markets submitted the temporary registration materials to the SEC and became registered as a Municipal Advisor in 2010; our registration filing was amended as of April 21, 2011 as reflected on the SEC's list of registered Municipal Advisors and can be found on the SEC's website at <https://tts.sec.gov/MATR/>. RBC Capital Markets' registration number as reflected in the SEC's records is 866-00365-00. We are required by the SEC's rules to submit an application for the permanent registration of RBC Capital Markets and its associated individuals by July 31, 2014. The required materials are currently being assembled and will be submitted to the SEC on or prior to the required due date. We are also required to register as a Municipal Advisor with the Municipal Securities Rulemaking Board. Our registration with the MSRB is reflected on their website at <http://www.msrb.org/Registrants.aspx?listType=MA>.

7.2.B. Offeror to outline their capacity to provide the requested services Statewide.

The Royal Bank of Canada ("RBC") is a diversified global financial services company and a leading provider of financial products and services in personal and commercial banking, wealth management and trust, insurance, transaction processing, investment banking, interest rate and currency swaps, as well as a complete array of other financial products. In operation since 1869, RBC and its subsidiaries serve over 16 million corporate, governmental and individual clients through the effort of 79,000 employees in 44 different countries. RBC is one of the strongest, most stable banks in the world and has one of the highest credit ratings of any financial institution (Aa3/AA-/AA). RBC has a market capitalization of approximately \$93 billion. Various operating subsidiaries include:

- One of the world's 10 largest money center banks
- A top 15 ranked global investment bank
- The seventh largest U.S. retail brokerage firm
- A primary dealer in U.S, UK, Canadian and Australian Government obligations

RBC Capital Markets, LLC ("RBCCM") is an indirect wholly-owned broker-dealer subsidiary of the Royal Bank of Canada and is headquartered in New York City. RBCCM is a full-service investment bank with over 7,100 professionals and support staff operating from 70 offices in 15 different countries. As detailed in the table below, RBC Capital Markets provides a full range of corporate and investment banking, sales and trading, research and related products and services to corporations, public sector and institutional clients in North America and specialized products and services globally.

Exhibit A

Global Investment Banking	Global Fixed Income and Currencies	Global Equities	Global Research
<ul style="list-style-type: none"> ▪ Convertible Debt ▪ Corporate Finance ▪ Municipal Finance ▪ Equity Capital Markets ▪ Infrastructure Finance ▪ Loan and High Yield Capital Markets ▪ Mergers and Acquisitions ▪ Private Placements ▪ Restructuring ▪ Syndicated and Leveraged Finance 	<ul style="list-style-type: none"> ▪ Commodities ▪ Credit ▪ Debt Capital Markets ▪ Derivatives ▪ Emerging Markets ▪ Financial Products ▪ FX ▪ Rates ▪ Research ▪ Structured Finance 	<ul style="list-style-type: none"> ▪ Convertibles ▪ Electronic Trading ▪ Equity Sales and Trading ▪ ETF Trading ▪ Options ▪ Program Trading 	<ul style="list-style-type: none"> ▪ 100+ Analysts Covering over 1,100 Equities and Credits ▪ Credit ▪ Economics ▪ Emerging Markets ▪ Equity ▪ Fixed Income and Currencies ▪ FX ▪ High Yield ▪ Rates

Provided below is a detailed description of RBCCM's corporate structure and of the investment banking and financial advisory practices and professionals which will be made available to the State and its agencies and political subdivisions.

Ownership Structure and Ratings

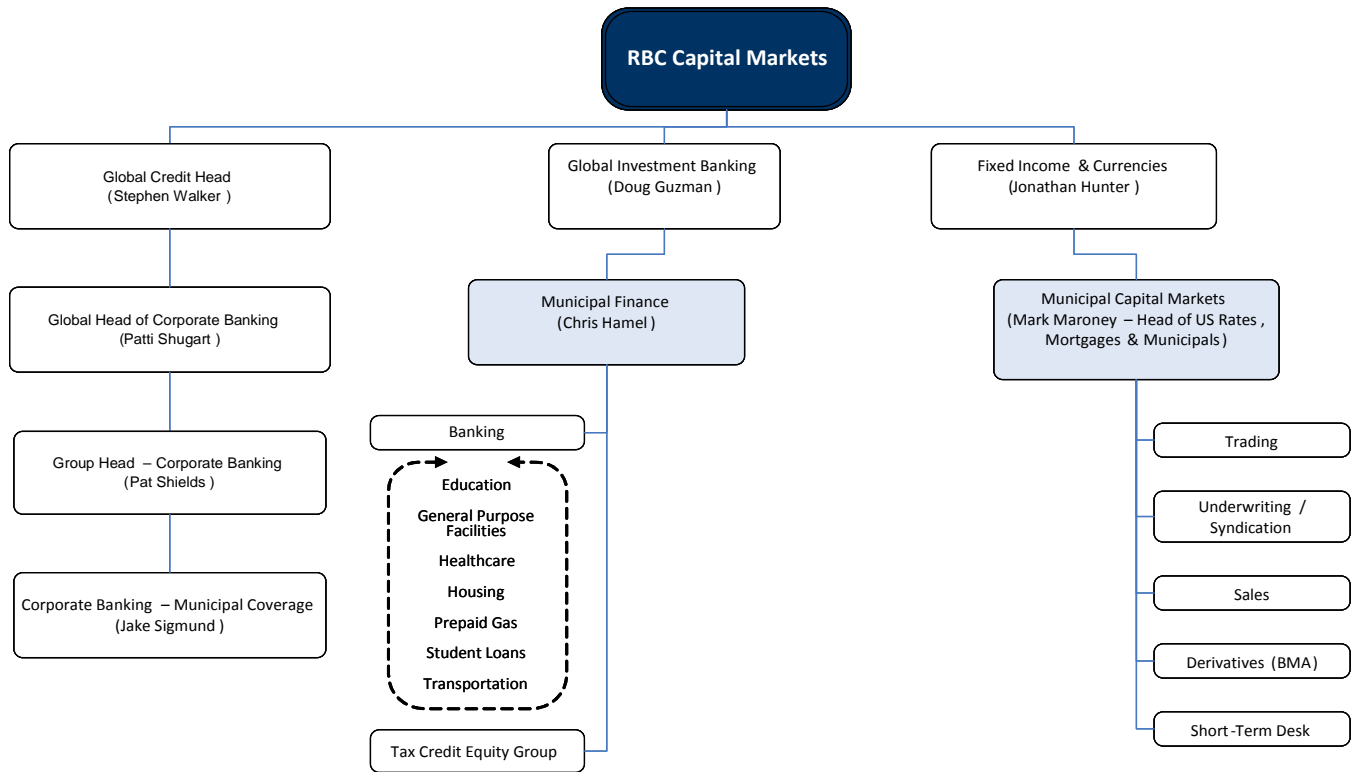
RBC is a publicly-traded global financial services company. RBC has distinguished itself as one of the few major global financial institutions to have maintained a strong capital position without receiving any governmental funding or support. RBC's balance sheet strength and credit stability have allowed us to be an effective underwriter in difficult market environments, while providing confidence to investors that the firm will continue to provide liquidity and secondary market support. Our capital strength also speaks to our staying power as

RBC Credit Ratings			
	Moody's	Standard & Poor's	Fitch
Royal Bank of Canada	Aa3	AA-	AA
Wells Fargo	Aa3	AA-	AA-
JP Morgan	Aa3	A+	AA-
Barclays	A2	A+	A
Citi	A3	A	A
Bank of America	A3	A	A
Morgan Stanley	A3	A	A
Goldman Sachs	A3	A-	A

a broker-dealer providing financial advisory and underwriting services to municipal entities. Given our capital position, RBC maintains some of the highest ratings of any major North American bank and the highest of any bank active in the municipal market. This was reflected in August 2013, as RBC was **ranked 2nd in North America** and **15th in the World** in a *Global Finance* piece titled **"The World's 50 Safest Banks"**. In May 2013, *Bloomberg Business Week* ranked RBC as the **4th Strongest Bank in the World**. RBC's rating compared with other major institutions active in the municipal market is illustrated in the accompanying chart.

A key beneficiary of RBC's investment in its U.S. platform is RBCCM's Municipal Finance group. RBCCM is organized to provide investment banking and securities sales, trading and underwriting services to issuers of, and investors in, tax-exempt and taxable debt securities. As depicted in the chart below, Debt Markets is comprised of the Sales, Trading and Underwriting Departments and Global Investment Banking and Equity Markets is comprised of Investment Banking.

Exhibit A



Municipal Finance encompasses 285 individuals located in 23 offices throughout the country, including Phoenix. This includes 251 investment banking professionals, 9 of which are located in Arizona, and 57 municipal sales specialists, traders and underwriters.

Municipal Finance Group Structure

RBCCM provides our municipal clients with a full complement of services, including financial advisory services, traditional investment banking, underwriting, remarketing, derivatives counterparty, investment advisory, investment products and balance sheet solutions (including direct lending and direct purchases). The growth of our municipal finance practice has been built upon maintaining significant banking offices in select, major population centers across the country. These core market offices are staffed with municipal finance bankers that have significant expertise coupled with considerable knowledge of their specific market's economy, demographics and public finance laws. Through organizing our banking network in this fashion, we find that our core market bankers are more attuned to our clients' needs and issues as well as being more accessible to local issuers.

Complementing our regional banking focus, the Firm's Municipal Finance practice also is organized into core specialty sectors. These specialty areas require a more specific level of banking knowledge and expertise than a generalist investment banker can provide to truly meet clients' unique needs in these areas. Our specialty sector bankers are among the best in the country in their respective fields. RBCCM specialty banking teams work in conjunction with our locally based bankers to ensure that we provide the highest level of expertise and service in the industry.

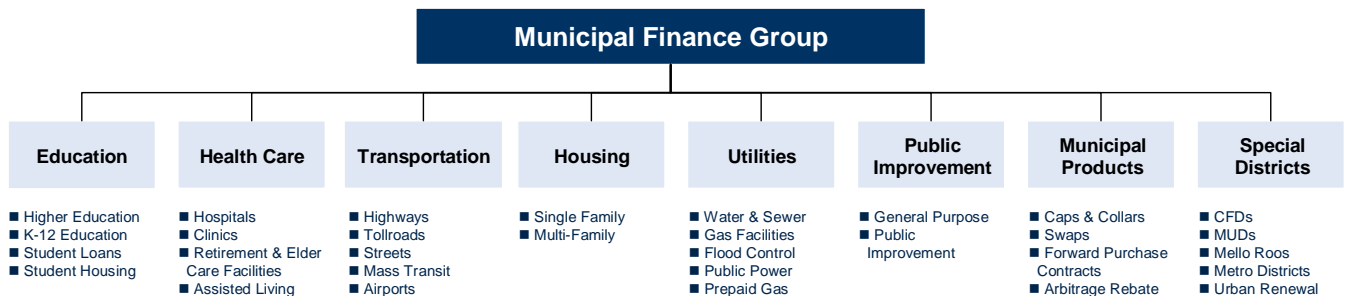


Exhibit A

This organizational structure allows RBCCM to utilize all of its available resources and expertise to provide our clients with the platform necessary to best execute future financings.

Financial Advisory Experience and Expertise

Since its inception, RBCCM and its predecessor firms have always maintained a very prominent and extensive financial advisory practice. Unlike many of our large Wall Street competitors who generally don't provide financial advisory services to local governments, RBCCM has historically provided this service due to our far more decentralized approach to servicing the needs of municipal issuers. That approach, which involves locating investment banking offices in 27 locations across the United States, is focused on embedding our investment bankers in local communities where they are much more available to the clients they serve, as well as a part of the same community. As a result of this geographic and organizational structure, RBCCM is well positioned to provide the strong banking relationship and interaction that a successful and valuable financial advisory relationship requires.

National Financial Advisory League Table				
Negotiated & Competitive: Full Credit to Each Advisor				
01/01/2009 - 12/31/2013				
Firm	Par Amount (US\$ mil)	Rank	Mkt. Share	# of Issues
Public Financial Management Inc	312,233.1	1	17.4	4,492
Public Resources Advisory Group	188,765.1	2	10.5	736
FirstSouthwest	132,274.7	3	7.4	3,264
A C Advisory Inc	57,514.5	4	3.2	226
Lamont Financial Services Corp	54,952.8	5	3.1	246
Acacia Financial Group Inc	49,974.5	6	2.8	636
Montague DeRose & Associates LLC	38,525.0	7	2.2	161
Piper Jaffray & Co	37,706.6	8	2.1	1,156
RBC Capital Markets	36,294.5	9	2.0	918
Kaufman Hall & Associates Inc	35,077.6	10	2.0	330
Top 10 Firms	943,318.4	-	52.7	12,165
Industry Total	1,793,263.0	-	100.0	58,210

Source: Thomson Reuters Date: 03/26/2014

This strategic focus, coupled with the top expertise and experience of our financial advisory bankers and the national capabilities and resources of a leading Wall Street firm, has continued to keep RBCCM among the top financial advisory firms in the country. As reflected in the chart on this page, for the five-year period from 2009 through 2013, RBCCM was ranked 9th nationally in providing financial advisory services to municipal issuers.

Arizona Financial Advisory Experience

In addition to our experience as a top national financial advisor, RBCCM has over eight decades of experience in Arizona, far longer than any other firm in the State. Since RBCCM began serving Arizona issuers in 1931, the firm has continuously provided municipal investment banking and financial, advisory services to virtually every municipality (city, county, school district, community college district, state agency, special district etc.) in the State. With this longevity, it is not surprising that RBCCM consistently ranks as the foremost firm providing financial advisory services in Arizona. Staffed with 11 professional and support personnel, RBCCM's public finance practice is the largest of any firm located in the State. Given the depth of our local resources, we are able to offer, and actually provide, more timely service and more experienced personnel than any of our competitors. **During the period of January 1, 2009 to December 31, 2013, RBCCM provided financial advisory services on 64 separate bond sales across all regions of Arizona totaling over \$6.8 billion, which ranks 1st for that 5 year period.** As the chart above illustrates, RBCCM was once again ranked number one for financial advisory services in Arizona during calendar year 2013.

RBC CM Arizona Financial Advisory Rankings			
For Calendar Years 2009 through 2013			
	Rank	Par Amount	# of Issues
2013	1	1,390.40	12
2012	1	680.90	11
2011	1	1,171.90	10
2010	1	2,099.40	14
2009	2	1,527.10	17

Source: Thomson Reuters Date: 03/26/2014

Recent Growth of RBCCM's Public Finance Department

While many firms have downsized or eliminated their municipal finance and markets businesses, staffing in RBC's Municipal Bond Department has grown 267% over the last 10 years. RBCCM's municipal finance group employs 251 investment banking professionals and 34 support staff and our municipal markets sales, trading and underwriting group employs 57 professionals – the largest commitment to municipal banking, sales, trading and underwriting in the nation. In the past five years, RBCCM has hired over 76 public finance bankers from other major Wall Street firms, including UBS, JP Morgan, Goldman Sachs, Citigroup, Morgan Stanley, the former Bear

Exhibit A

Stearns and the former Lehman Brothers. The accompanying chart illustrates the headcounts of the Municipal Finance department.

Municipal bonds represent RBCCM's largest U.S. capital markets business line and are a cornerstone of our U.S. business strategy which is focused primarily on continued growth in Capital Markets and Wealth Management. In addition to our extensive underwriting practice, we are one of the major credit providers to our U.S. governmental and not-for-profit clients. Our credit exposure to the U.S. municipal market now totals over \$16.1 billion—up from \$5.73 billion in 2009. Our commitment to Arizona issuers dates back to 1931 with the founding of Refsnes, Ely, Beck & Co. as a Phoenix based regional brokerage firm and our commitment to public finance is demonstrated by our past performance, as a consistent leader.

RBCCM Municipal Finance Headcount				
Investment Banking / Sales, Trading, Underwriting and Products				
	12/31/2010	12/31/2011	12/31/2012	12/31/2013
Managing Director	55	51	53	54
Director	42	42	47	51
Vice President	57	57	48	52
Associate	52	51	52	53
Analyst	36	47	31	41
Administrative Assistant	31	33	29	34
Total	273	281	260	285

Commitment to Public Finance

RBCCM is one of the largest and most active firms in the municipal market. In addition to our national financial advisory practice detailed in this proposal, RBCCM is also one of the top underwriting firms in the municipal banking industry. For example, in calendar year 2013, RBCCM was the fifth-ranked lead underwriter of negotiated municipal offerings by par value and the first-ranked lead underwriter by number of issues, as seen in the accompanying charts. The firm has been the most active lead manager for negotiated issues twelve of the past thirteen years. While RBCCM will not serve as a bond underwriter to the City during the time period we are engaged to be its financial advisor, **it is important to understand that a benefit of maintaining our role as one of the most active underwriting firms is that RBCCM has more frequent contact with all classes of investors, which translates into more experienced sales, trading and underwriting teams, and more knowledgeable financial advisory bankers who truly know the market.** Superior market intelligence results from this frequency of underwriting activity and as a result, the most accurate pricing guidance for both our financial advisory and underwriting clients, and best possible execution/lowest interest rates for our underwriting clients' transactions.

National Lead Manager League Table by Par Amount				
Negotiated: True Economics to Book Manager				
01/01/2013 - 12/31/2013				
Firm	Par		Mkt. Share	Number of Issues
	Amount (US\$ mil)	Rank		
Bank of America Merrill Lynch	29,885.0	1	12.3	260
Citi	28,255.9	2	11.7	263
J P Morgan Securities LLC	27,468.1	3	11.3	234
Morgan Stanley	17,634.2	4	7.3	144
RBC Capital Markets	16,379.0	5	6.8	532
Goldman Sachs & Co	16,365.1	6	6.8	87
Barclays	12,710.7	7	5.2	105
Wells Fargo & Co	12,266.0	8	5.1	152
Piper Jaffray & Co	8,685.0	9	3.6	458
Raymond James	8,163.3	10	3.4	291
Industry Total	242,475.6	-	100.0	6,742

Source: Thomson Reuters Date: 03/26/2014

National Lead Manager - by # of Issues					
Negotiated: True Economics to Book Manager					
01/01/2013 - 12/31/2013					
Firm	Number of Issues	Rank	Mkt. Share	Par	
				Amount (US\$ mil)	
RBC Capital Markets	532	1	7.9	16,379.0	
Stifel Nicolaus & Co Inc	472	2	7.0	7,826.3	
Piper Jaffray & Co	458	3	6.8	8,685.0	
D A Davidson & Co	345	4	5.1	1,938.1	
Raymond James	291	5	4.3	8,163.3	
Robert W Baird & Co Inc	281	6	4.2	3,207.7	
Citi	263	7	3.9	28,255.9	
Bank of America Merrill Lynch	260	8	3.9	29,885.0	
J P Morgan Securities LLC	234	9	3.5	27,468.1	
Ameritas Investment Corp	213	10	3.2	718.7	
Industry Total	6,742	-	100.0	242,475.6	

7.2.C. Offeror shall provide address of the Offeror's main office and any satellite offices.

RBC Capital Markets' main office, and the main office for our municipal finance and municipal advisory services, is located in New York City at the address noted below. As a major financial services firm, RBC Capital Markets has many offices spread across the United States, Canada and the rest of the world that house employees in all of the various business lines that we pursue within our capital markets business. We have provided below the addresses

Exhibit A

of our Municipal Banking offices throughout the United States as these are most responsive to the State's solicitation.

RBC Capital Markets – Main Office:

3 World Financial Center
200 Vesey Street
New York, NY 10281-8098

RBC Capital Markets – Satellite Offices:

2398 East Camelback Road, Suite 700
Phoenix, AZ 85016

777 South Figueroa Street, Suite 850
Los Angeles, CA 90017-5852

Two Embarcadero Center, 12th Floor
San Francisco, CA 94111

1801 California Street, Suite 3850
Denver, CO 80202

1650 Prudential Drive, Suite 101
Jacksonville, FL 32207

100 2nd Avenue S, Suite 800
St. Petersburg, FL 33701

500 West Madison Street, Suite 300
Chicago, IL 60661

225 Franklin Street, 21st Floor
Boston, MA 02110

100 Light Street, Suite 2410
Baltimore, MD 21202

60 South 6th Street, 15th Floor
Minneapolis, MN 55402

25 Hanover Road, 3rd Floor
Florham Park, NJ 07932

6301 Uptown Boulevard NE, Suite 110
Albuquerque, NM 87110

455 Patroon Creek Boulevard
Albany, NY 12206

255 East Fifth Street
Cincinnati, OH 452022

101 Oregon Pike
Lancaster, PA 17601

130 North 18th Street
Philadelphia, PA 19103

345 Wyoming Avenue, Suite 205
Scranton, PA 18503

200 Crescent Court, Suite 1500
Dallas, TX 75201

1001 Fannin Street, Suite 1200
Houston, TX 77002

303 Pearl Parkway, Suite 220
San Antonio, TX 78215

299 South Main Street, Suite 2000
Salt Lake City, UT 84111

1918 8th Avenue, Suite 3600
Seattle, WA 98101

7.2.D. Offeror to provide an organizational chart, which clearly shows the reporting and lines of authority, to include all proposed key personnel with their title and any proposed subcontractors. The organizational chart shall also list prime point of contact between the Proposers and the State of Arizona.

RBC Capital Markets has the largest and most experienced investment banking team in Arizona, covering every type of issuer and credit. While the primary members of the State of Arizona's service team are Kurt Freund, Nick Dodd and Megan Wienand, all of the individuals listed are located in Phoenix and within fifteen minutes of the State's offices. These individuals and their supporting teams also provide financial advisory services to issuer clients across the State of Arizona. Mr. Freund has participated in every debt issuance of the Arizona Department of Transportation and Arizona Department of Administration since 1989. He has also participated as an underwriter on financings for the School Facilities Board and the Water Infrastructure Finance Authority, and co-authored the original study leading to the creation of the Greater Arizona Development Authority. Mr. Freund also provides financial advisory services to many other issuers across the State, including all three of the State's universities as well as Maricopa County Community College District. Given his significant involvement in most debt issuances that have been undertaken by State level agencies over the past twenty-five years, as well as his active

Exhibit A

RBC Capital Markets Arizona Banking Team
Kurt Freund, Managing Director
John Snider, Managing Director
Jeffrey Wagner, Managing Director
Nick Dodd, Director
William Wildman, Director
Megan Wienand, Vice President
Phong Pham, Vice President
Loren Morales, Associate
Kathryn Pong, Associate
Austin Lahr, Analyst

role advising the Governor's office and legislative leadership on financing matters, he is able to provide experience and expertise above and beyond that of a typical senior financial advisor. Mr. Freund also oversees the RBC Capital Markets national Financial Advisory Group as well as manages all of the bankers and other employees in the Arizona municipal market of RBCCM.

Mr. Dodd also has significant experience with State and State level financings. Mr. Dodd provided investment banking, analytical and financial modeling support to the State for over 8 years and with Mr. Freund has been the primary senior contact for all of the financings that the State and State level issuers have completed in the past three years totaling over \$2 Billion. Mr. Snider, another senior banker in the firm's Phoenix office and a specialist in local school finance in Arizona, has been with RBC Capital Markets in the Phoenix office for twenty-five years. During that time period, Mr.

Snider has provided additional support on several of the State's financings, as well as for a number of other State level issuers. Jamie Durando, RBC Capital Markets' senior municipal underwriter, brings over 25 years of municipal bond industry experience to the team, including considerable knowledge of how debt obligations price and investor market for Arizona issues. This knowledge is put to work in assisting all of our financial advisory clients in the pricing and sale of their debt financings.

In addition to these members of the team, RBC Capital Markets Phoenix office houses specialty bankers who work with other State level agencies or authorities, as well as all of the various political subdivisions throughout the State. For example, Bill Wildman, a housing and charter school specialist, has served as financial advisor to the Arizona Housing Finance Authority. Megan Wienand, a K-12 education specialist, works with many school districts and charter schools across Arizona. The rest of our banking team provides the analytical and processing support in working with all of our financial advisory clients.

The individuals responsible for providing financial advisory services to the State have significant experience in all areas of municipal finance, but are particularly knowledgeable about Arizona public finance, the State Constitution and applicable statutes, Agency rules and the local and state economy. Their experience covers all types of fixed rate and variable rate issues, as well as taxable and tax-exempt issues. While these individuals will provide the primary banking relationship to the various Agencies, the full banking resources of RBC Capital Markets are available to the State and political subdivisions in the state, and will be called upon on a case-by-case basis as needed for any given financing or any given issuer.

Supporting the efforts of the primary team on an as needed basis will be several other members of RBC Capital Markets' Municipal Finance Group. This group consists of other professionals throughout the RBC Capital Markets municipal finance system who have demonstrated expertise in providing financial advisor and investment banking services to state, local government and pooled borrowers around the nation. Key members in the Western United States include Paul Cassidy, Managing Director, Albuquerque; Matt Boles, Managing Director, Dallas and Jon Moellenberg, Managing Director, Denver. Their knowledge of financing techniques and mechanisms being used in other states is a valuable resource RBC Capital Markets provides to the State.

Some of the major state-level issuers that the bankers throughout the RBC Capital Markets system have served as financial advisor include:

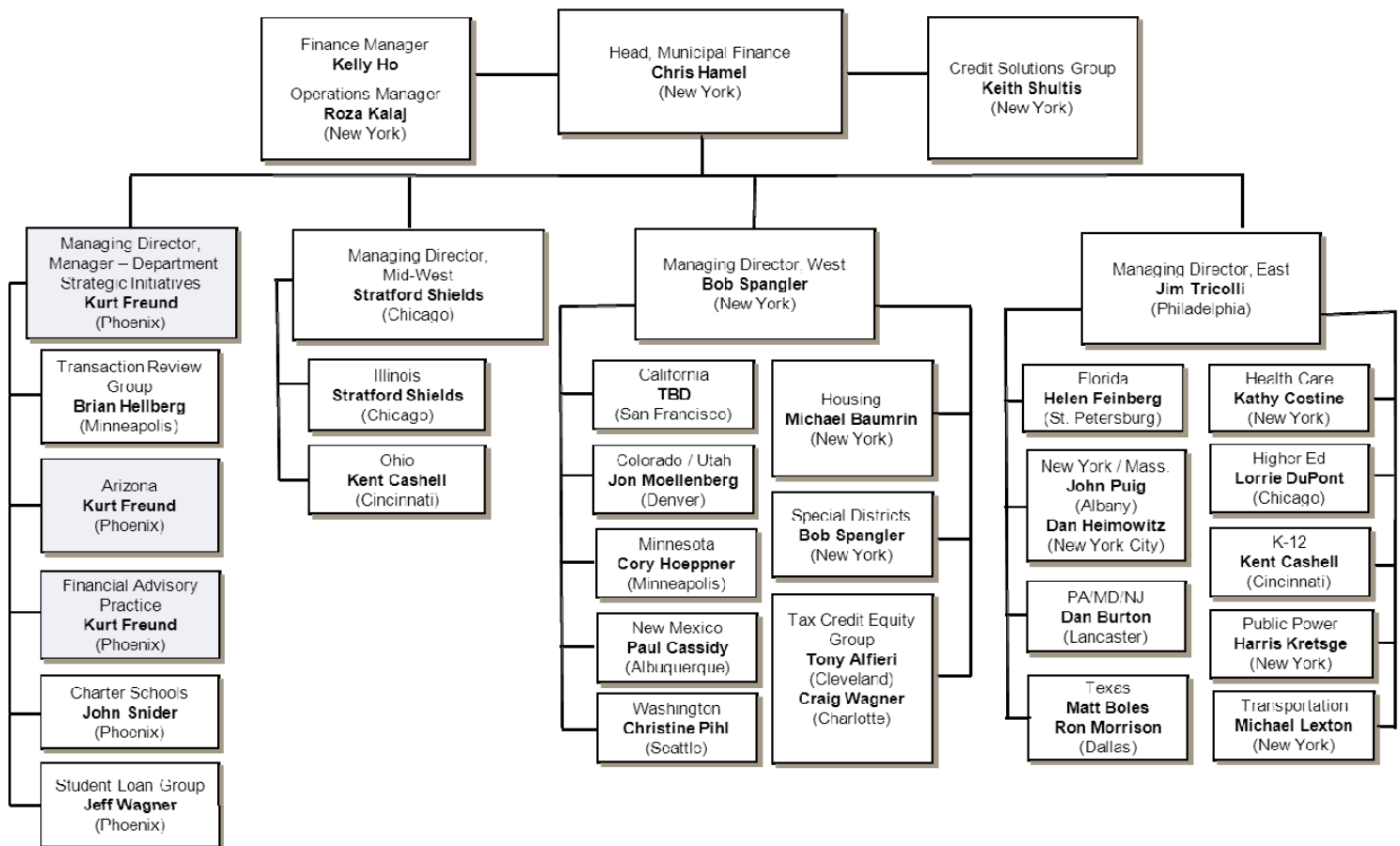
- Arizona Department of Administration
- Arizona Department of Transportation
- Arizona State University
- Northern Arizona University
- University of Arizona
- Arizona Board of Regents
- Maricopa County Community College District
- Arizona Tourism and Sports Authority
- Arizona Housing Finance Authority
- Arizona Health Facilities Authority
- California Community College Financing Authority
- California Statewide Communities Development Authority
- Colorado Student Obligation Bond Authority
- Colorado Education Loan Program
- Colorado Department of Transportation
- State of Connecticut
- Connecticut Higher Education Supplemental Loan Authority
- State of Florida
- Florida Housing Finance Corporation
- State of Idaho

Exhibit A

- State of Illinois
- Indiana Bond Bank
- Kansas Development Finance Authority
- State of Michigan
- Mississippi Home Corporation
- Missouri Highways and Transportation Commission
- State of New York
- New York State Dorm Authority
- North Carolina State Educational Assistance Authority
- Ohio Housing Finance Agency
- Ohio Water Resources Board
- Ohio State Bond Bank
- Pennsylvania Higher Education Assistance Agency
- State of Texas
- Texas Department of Housing and Community Affairs
- Texas Veterans Land Board
- Texas Turnpike Authority
- State of Wyoming

While not requested in the State’s Solicitation, we have included brief resumes for the primary banking team members in Appendix B of these materials.

Provided below is an organization chart that outlines the reporting relationships within our Municipal Banking Department. Note that both the firms’ national Financial Advisory Practice Group and the Arizona Municipal Banking office of RBCCM report to Kurt Freund, the lead contact for the State’s solicitation.



7.2.E. Offeror shall include 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.

Please see the attached Subcontractors List form wherein we have indicated that RBC Capital Markets does not intend to use any subcontractors in providing services under this Solicitation of the State.

Exhibit A

7.2.F. Offeror to list three (3) current contracts, including contact information, dollar amount of contract, services provided, and any contract non-performance issues in the appropriate area of the solicitation. In-state and/or government contracts are preferred.

Please see the attached Offeror's Current Contracts forms.

7.2.G. Offeror shall disclose any litigation, investigations or actions pending or threatened against the firm or any individual associated with the firm by the United States Securities and Exchange Commission regarding the conduct of firm or its management in the last three years.

RBC Capital Markets, LLC is a wholly owned indirect subsidiary of Royal Bank of Canada. Our response to this question is limited to matters involving the Municipal Markets business of RBC Capital Markets, LLC, the broker-dealer through which we conduct our municipal underwriting and financial advisory activities, as this is most responsive to the State's solicitation. RBC Capital Markets, LLC ("RBCCM") is an indirect, wholly-owned subsidiary of Royal Bank of Canada, a large global institution subject to many different legal and regulatory requirements in the United States, Canada and other jurisdictions. From time to time, RBCCM is a defendant or respondent in various litigations and arbitrations that arise in the ordinary course of business. RBCCM complies fully with its regulators in all litigations and arbitrations and in all settlements RBCCM reaches. The Financial Industry Regulatory Authority ("FINRA"), in furtherance of its responsibilities as the securities industry's self-regulatory organization pursuant to Section 15A(i) of the Securities Exchange Act of 1934, maintains a public database on registered broker-dealers and their associated persons known as BrokerCheck (<http://www.finra.org/Investors/ToolsCalculators/BrokerCheck/>). The information made available through BrokerCheck is derived from the Central Registration Depository (CRD®), the securities industry online registration and licensing database. Information in CRD is obtained through forms that broker-dealers, their associated persons and regulators complete as part of the securities industry registration and licensing process, and to comply with comprehensive disclosure obligations imposed by FINRA and other regulators. RBCCM generally does not disclose litigations, arbitrations, or settlements except as required through CRD, and RBCCM makes no representations as to the existence or non-existence of any such litigations, arbitrations, or settlements beyond what is available through CRD. To the extent material to the financial results of Royal Bank of Canada, any litigation, arbitration, or settlement involving RBCCM also is disclosed in Royal Bank of Canada's financial statements, which may be obtained by visiting www.rbc.com/investorrelations/.

7.2.H. Offeror is to describe its compliance related to the SEC Municipal Advisor regulations.

As one of the largest firms providing financial advisory and bond underwriting services to the municipal industry in the country, RBCCM takes our compliance with the laws, rules and regulations governing our industry very seriously. Given the very significant number of licensed and regulated people we employ and the significant regulated financial businesses we operate, RBCCM employs a full complement of regulatory licensing specialists, regulatory compliance specialists, and both internal and external regulatory lawyers to ensure our licensing and regulatory compliance efforts are fully addressed. Complementing these resources, we also maintain a Director of Policies and Procedures and a Transaction Review Group within our Municipal Banking Department who focus specifically on all of the regulatory issues that directly affect municipal finance and who directly report to Mr. Freund as a member of the Department's senior management and operating committee for the Municipal Banking Department.

Regarding the SEC's Municipal Advisor Rules, RBCCM has been at the forefront of firms in the industry in monitoring these Rules as they were developed by the SEC over the past 4 years, and in creating internal policies and procedures to ensure we are in compliance with the Rules. Dating back to the initial draft of the Rules released by the SEC in 2010, we have actively participated in discussions of the Rules, and in providing comments on the Rules, with industry groups, SEC commissioners and their staff and members of the Municipal Securities Rulemaking Board. We have also spoken extensively regarding the Rules at industry conferences including several for Arizona issuers. With the final release of the Rules last fall, RBCCM also developed extensive internal policies and procedures to guide our bankers' work efforts and interactions with issuers to ensure we are fully compliant with all aspects of the Rules. As part of this effort, we have held multiple extensive training sessions with all of RBCCM's bankers so that they are fully conversant with the requirements of the Rules and can advise the clients and potential clients with whom they interact of what the Rules require and the steps an issuer may want to take in light of the Rules. These include all of the provisions concerning the definition of a "municipal advisor" under the Rules, what constitutes "advice" versus "general information", what exemptions are available to underwriters in

Exhibit A

providing “advice”, provisions regarding an issuer’s use of the Independent Registered Municipal Advisor exemption, and many other provisions. We continue to stay abreast of all of the regulatory changes regarding the Rules including additional guidance that the SEC has provided to regulated entities, as well as the ongoing efforts of the Municipal Securities Rulemaking Board to develop their Rules over the next 6 to 18 months that provide even more specific regulatory requirements regarding the SEC’s Municipal Advisor Rule.

7.3 PRICING

7.3.A. Offeror shall provide pricing for Financial Advisor Services Statewide in accordance with all specifications in the Scope of Work, Terms and Conditions and Special Terms and Conditions for the entire term of this contract.

Please see Attachment I, Price Schedule under “Offer Forms and Certifications” herein.

7.3.B. To submit pricing, Offeror’s shall follow all instructions stated on Attachment I, Price Schedule.

Please see Attachment I, Price Schedule under “Offer Forms and Certifications” herein.

Banking Team Resumes

APPENDIX A

Exhibit A

Primary Banking Team

<p>Kurt Freund <i>Managing Director</i> (602) 381-5365 kurt.freund@rbccm.com</p>	<p>Expertise: State specialist/transportation/higher education/generalist Experience: Mr. Freund is a Managing Director for RBC Capital Markets, LLC, the Manager of the firm’s Arizona municipal banking operations and a member of the firm’s Municipal Banking Management Committee. Mr. Freund is among the most experienced investment bankers working in the municipal finance arena and has extensive experience across a broad range of municipal financing structures. He has worked with virtually all types of issuers and political subdivisions over a career in the municipal bond industry that spans more than 25 years. During that time, he has led financings for state agencies, counties, cities, public universities, community colleges, nonprofit hospitals and a number of special financing authorities. Among the municipal entities he works extensively with in Arizona are the Governor’s Office and many of the large State agencies, including the Arizona Department of Transportation, the Arizona Department of Administration, as well as all three of Arizona’s public universities. Over the many years he has been in the business, Mr. Freund has developed and successfully completed many public/private partnership financings for facilities such as the University of Phoenix Football Stadium, several Cactus League baseball facilities, various mixed used developments and many other local development projects.</p> <p>Prior to becoming an investment banker, Mr. Freund served in a senior staff role for seven years with the Arizona State Senate, including as the Senior Financial Advisor to the Senate where he was responsible for drafting and analyzing legislation concerning statewide tax and expenditure policy. He has developed and drafted many Arizona statutory provisions, and is regularly called upon by the Governor’s Office and the Legislative leadership and staff to provide input and advice on legislation and public policy issues.</p> <p>Mr. Freund is registered with the Financial Industry Regulatory Authority, Inc. and maintains Series 7, 24, 52, 53, 63 and 79 securities licenses. He holds a Bachelor’s degree in economics from Arizona State University.</p>
<p>John Snider <i>Managing Director</i> (602) 381-5361 john.snider@rbccm.com</p>	<p>Expertise: K-12 education specialist/higher education/generalist Experience: Mr. Snider joined RBCCM in 1989 and since that time has been involved with over \$10 billion in municipal bond financings for a variety of cities, counties, special districts, charter schools, school districts, universities and state agencies. While Mr. Snider has a wide variety of experience, his primary area of expertise has been financing for K-12 education borrowers, including charter schools.</p> <p>Mr. Snider heads RBC Capital Markets’ Charter School Finance Group. Since 2000, RBC Capital Markets has financed in excess of 100 charter school projects for over 50 charter school organizations, securing over \$1.5 billion for acquisition, construction, renovation, leasehold improvements, refinancing and related costs for charter schools. RBC Capital Markets’ Charter School Finance Group has financed charter schools in multiple states, including Arizona, California, Florida, Illinois, Indiana, Massachusetts, New Jersey, North Carolina, Ohio and Texas. Mr. Snider has served as RBC’s lead banker for Aspire Public Schools, BASIS Schools and Great Hearts Academies, among others.</p> <p>Outside of the K-12 education area, high profile bond financings lead and completed by Mr. Snider include \$350 million of research facilities for the University of Arizona and \$450 million for the Arizona Sports and Tourism</p>

Exhibit A

	<p>Authority's share of the home stadium of the NFL Arizona Cardinals and MLB spring training facilities.</p> <p>Mr. Snider's community involvement includes sitting on several boards, including serving on the executive committees and as Board Chair of the Phoenix Boys Choir Association and Arizona School for the Arts, an excelling Arizona charter school, as well as being a member the board and advisory committee of the Arizona Charter School Association.</p> <p>Mr. Snider received his Bachelor's of Science degree in finance from Arizona State University, graduating summa cum laude, and his Masters in Business Administration from the University of Chicago. He is registered with FINRA and maintains Series 7, 63 and 79 securities licenses.</p>
<p>Jeffrey Wagner <i>Managing Director</i> (602) 381-5369 jeff.wagner@rbccm.com</p>	<p><u>Expertise:</u> Education loan specialist <u>Experience:</u> Mr. Wagner is a Managing Director in the Municipal Finance Group of RBC Capital Markets, LLC and divides his time between the firm's offices in Phoenix and Los Angeles. He has primary coverage responsibility for the firm's student loan clients, as well as for several colleges and universities in California.</p> <p>He has completed over \$48 billion in financings on behalf of 35 separate organizations since 1986, including state agencies, nonprofit organizations and private colleges and universities, and is responsible for introducing numerous new financing products, debt structuring techniques and computer modeling innovations. His current clients include the Utah State Board of Regents, Minnesota Office of Higher Education, Pennsylvania Higher Education Assistance Agency, Midwestern University, New Hampshire Higher Education Loan Corporation, Alaska Student Loan Corporation and NorthStar Education Finance.</p> <p>Mr. Wagner is a registered securities representative, currently holding Series 7, 63 and 79 licenses, and holds a B.S. in Business Administration from the State University of New York at Albany, with concentrations in Finance and Management Information Systems, and an M.B.A. in Finance from Columbia University's Graduate School of Business.</p>
<p>Nick Dodd <i>Director</i> (602) 381-5360 nick.dodd@rbccm.com</p>	<p><u>Expertise:</u> State specialist/higher education/generalist <u>Experience:</u> Mr. Dodd is a Director in the Phoenix Municipal Finance office of RBC Capital Markets.</p> <p>Mr. Dodd joined RBC Capital Markets in 2001. Prior to joining the firm he spent a year with A.G. Edwards & Sons, Inc. and three years with a regional municipal bond underwriter in California. During this time, he has participated in the issuance of over \$10 billion in municipal bonds. Mr. Dodd has served as lead banker or co-lead banker to a wide variety of issuers with his primary responsibilities including all aspects of client management, debt structuring and transaction execution.</p> <p>Mr. Dodd has been involved with financings for a number of state agencies including the Arizona Department of Administration, the Arizona Department of Transportation and the Arizona School Facilities Board. Mr. Dodd is very active working with cities and towns in Arizona including the cities of Phoenix, Mesa, Tucson, Tempe, Chandler, Gilbert and Casa Grande to name a few. Mr. Dodd is active in the higher education sector having worked with a number of universities in the western United States including Arizona State University, the</p>

Exhibit A

	<p>University of Arizona, Northern Arizona University, the University of Utah and Midwestern University as well as almost every community college district in the State of Arizona. Finally, Mr. Dodd is a member of RBC Capital Markets special district sector and covers all CFD and related special district financings for the firm within the State of Arizona.</p> <p>Mr. Dodd is involved in various community boards and associations including Arizona Government Finance Officers Association, Arizona City and County Managers Association and Arizona Town Hall. Mr. Dodd is a past member of The Gilbert Public Facility Municipal Property Corporation,</p> <p>Mr. Dodd holds a Bachelor of Science degree in Finance from Southern Illinois University. Mr. Dodd is currently registered with FINRA with his Series 7, 63 and 79 securities licenses.</p>
<p>William Wildman <i>Director</i> (602) 381-5364 william.wildman@rbccm.com</p>	<p><u>Expertise:</u> Housing specialist/charter school finance <u>Experience:</u> Mr. Wildman has 30 years experience in municipal finance serving as senior manager on over \$12 billion in transactions. His areas of concentration include charter schools and affordable housing. In 2010, two transactions on which Mr. Wildman was the lead banker received recognition by The Bond Buyer among the 11 “Deal of the Year” regional winners. This was the first time charter school transactions had received this recognition.</p> <p>Mr. Wildman’s clients include charter schools throughout the country as well as various affordable housing developers in Arizona.</p> <p>Mr. Wildman is a graduate of the University of Colorado and holds a master’s degree from Colorado State University. He served for 10 years on the Board of Trustees of the Colorado Springs School, a private K-12 school in Colorado. Prior to entering the municipal finance sector, Mr. Wildman was the planning director for El Paso County, Colorado (Colorado Springs). He is registered with FINRA and maintains Series 7, 63 and 79 securities licenses.</p>
<p>Megan Wienand <i>Vice President</i> (602) 381-5367 megan.wienand@rbccm.com</p>	<p><u>Expertise:</u> K-12 education specialist <u>Experience:</u> Since joining RBCCM in 2001, Ms. Wienand has worked with a variety of issuers within the State, with the majority of her experience in the K-12 education sector. Ms. Wienand is the lead banker for RBCCM’s Arizona school district financing group. She has represented most of the major school District issuers in the State including the District, Deer Valley, Paradise Valley, Tucson, Kingman, Flowing Wells and Mesa Unified School Districts and Pendergast, Fowler, Laveen, Madison, Creighton, Tempe and Litchfield Elementary School Districts.</p> <p>Prior to joining RBCCM in 2001, Ms. Wienand worked in Public Finance for Ernst & Young LLP. During her three years at Ernst & Young, she worked in the Arbitrage Rebate Group on municipal financings with issuers from more than fifteen states. In that role, she developed both new money and refunding issue experience in cash flow analysis and investment of bond proceeds.</p> <p>Ms. Wienand graduated from the University of Arizona with Bachelor of Science degrees in both Accounting and Finance. Ms. Wienand is a registered securities representative currently holding Series 7, 53, 63 and 79 licenses. Ms. Wienand is active in the community and sits on several boards including the Boards of the Phoenix Public Library Foundation and the Madison Education Foundation.</p>

Exhibit A

<p>Phong Pham <i>Vice President</i> (602) 381-5370 phong.pham@rbccm.com</p>	<p>Expertise: Generalist/land-based financings Experience: Mr. Pham is a Vice President in the Arizona Municipal Finance office of RBC Capital Markets.</p> <p>Mr. Pham joined RBC Capital Markets in the Phoenix office in 2006. Prior to joining the firm, Mr. Pham worked in the public finance group of a regional investment bank and has over 15 years of combined accounting and finance experience.</p> <p>Mr. Pham provides quantitative and analytical expertise, transaction support and has extensive experience in the structuring of bond transactions including performing cashflow and tax rate analysis. Mr. Pham has also been involved in various general governmental bond transactions including general obligation bonds, excise/sales tax revenue bonds, utility revenue bonds, traditional and charter school district bonds, and special district bonds. Mr. Pham has been involved in over 35 Community Facilities District (CFD) transactions totaling over \$255 million par amount of bonds including some of the largest CFD transactions completed in Arizona. In addition, he has also served a number of Arizona issuers including City of Phoenix, City of Tucson, City of Flagstaff, City of Mesa, City of Scottsdale, City of Prescott, Greater Arizona Development Authority, and Arizona Water Infrastructure Financing Authority, to name a few.</p> <p>Mr. Pham is formerly a Certified Public Accountant having previously worked for the State of Michigan Office of the Auditor General and Deloitte & Touche LLP. Mr. Pham holds a Bachelor's degree in accounting from Grand Valley State University and is currently registered with FINRA with his Series 7, 52, 63 and 79 securities licenses.</p>
<p>Kathryn Pong <i>Associate</i> (602) 381-5359 kathryn.pong@rbccm.com</p>	<p>Expertise: State specialist/higher education/generalist Experience: Ms. Pong is an Associate in the Arizona Municipal Finance office of RBC Capital Markets.</p> <p>Ms. Pong joined RBCCM in 2010. Prior to joining the firm, Ms. Pong worked at a regional investment banking firm for almost three years. Ms. Pong has provided analytical services to various bond transactions including general obligation bonds, excise, utility and lease revenue bonds.</p> <p>Ms. Pong received her Bachelor of Science degree in Medical Technology from the University of Santo Tomas, Manila, Philippines. Ms. Pong is currently registered with FINRA with her Series 7, 63 and 79 securities licenses.</p>
<p>Loren Morales <i>Associate</i> (602) 381-5366 loren.morales@rbccm.com</p>	<p>Expertise: State specialist/higher education/generalist Experience: Mr. Morales is an Associate in the Arizona Municipal Finance office of RBC Capital Markets.</p> <p>Mr. Morales joined RBCCM in 2013. Prior to joining the firm, he worked in Public Finance at a Financial Advisor firm in the State of Washington. Mr. Morales has provided analytical services to various bond transactions including general obligation bonds, excise tax revenue bonds and various State university financings.</p> <p>Mr. Morales received his Bachelor of Arts degree in Economic Theory from the American University in Washington, DC, and his MBA from IE Business School. Mr. Morales is currently registered with FINRA with his Series 7, 52, 63 and 79 securities licenses.</p>

Exhibit A

<p>Jamie Durando <i>Managing Director/Co-Head</i> <i>Underwriting</i> New York, NY</p>	<p>Mr. Durando is a Managing Director and Head of Municipal Syndication for RBC Capital Markets. His primary responsibilities include RBC Capital Market's underwriting engagements for major transactions nationally. Mr. Durando has over 32 years of experience in Municipal underwriting and trading, having directed senior managed transactions in excess of \$65 billion in Municipal debt during his career. Prior to joining RBC Capital Markets in 2006, Mr. Durando spent his career at Wachovia Bank and its predecessor organizations where he was a Managing Director and Manager of Municipal Trading and Underwriting.</p> <p>Mr. Durando graduated from the University of Delaware in 1980 with a BS-Finance degree and Seton Hall University in 1984 with a MBA-Finance. Mr. Durando is currently registered with the Financial Industry Regulatory Authority, Inc. ("FINRA") with Series 7, 53, 63 and 79 securities licenses.</p>
---	---



Subcontractors List

APPENDIX B


Exhibit A

SUBCONTRACTORS LIST

Offeror to list any subcontractors and certifications 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 next to the Organization Name field.

Subcontractor	
Organization Name:	N/A
Address:	
	<i>Street Address</i>
	<i>City, State, Zip Code</i>
Contact <u>Information</u>:	
	Contact Name Phone Number
	Contact Email Address
Description of Services Provided	
Certifications Required (if applicable):	
Description of Services to be Provided:	

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 1	
	Description: Financial Advisor Services	OF 7	

1. Financial Advisor Services Price Schedule (Attachment I)

Offeror's shall complete Attachment I entitled "**Financial Advisor Services Price Schedule**", and provide all requested information according to the instructions.

Attachment I is found in Attachments section of ProcureAZ under the file named "**Financial Advisor Services Price Schedule**".

2. ProcureAZ Electronic System Requirement:

To ensure Offeror submits a valid bid, Offeror shall enter a one (1) dollar in the "Unit Cost" field on the "Items" tab in ProcureAZ, **as a zero (0) will be considered a NO-BID by the system.**

For assistance call the ProcureAZ Help Desk: 602-542-7600

PRICING SCHEDULE – REVISED

The Offeror shall develop and submit six pricing schedules as per Attachment I, using the methodologies described below. In each instance, the Offeror shall indicate the pricing for collateralized, non-collateralized, and pooled structure. Pricing must be provided in an all-inclusive basis.

1. The Offeror shall provide an all-inclusive fee, based on the size, or size range, for financial transactions. Fees shall be stated as a dollar amount.

PRICING SCHEDULE NUMBER ONE:


Per Bond Pricing Structure:

The Offeror shall indicate the fee per \$1,000 of the face value of the financing for each financing transaction undertaken by the Eligible Agency. The Offeror shall indicate any changes in the fee per \$1,000 based on the size of the financing and shall indicate any minimum or maximum fees per financing transaction.

The Offeror shall separately state the fees per \$1,000 for a collateralized structure and for a non-collateralized structure.

The Offeror should also indicate if a price differential is available for transactions subsequent to the first financing.

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 2	
	Description: Financial Advisor Services	OF 7	

A. COLLATERALIZED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.80*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.60*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.40*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.30*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.20*</u>

B. NON-COLLATERALIZED STRUCTURE PER \$1,000:


<u>Principal Amount of Issue</u>	<u>Fee</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.80*</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.60*</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.40*</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.30*</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.20*</u>

C. POOLED STRUCTURE PER \$1,000:

<u>Principal Amount of Issue</u>	<u>Fee</u>	<u>Incremental Cost per Borrower</u>
<u>Principal amount of series less than \$30 million</u>	<u>\$2.00*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$30 million to less than \$40 million</u>	<u>\$1.85*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$40 million to less than \$50 million</u>	<u>\$1.65*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$50 million to less than \$60 million</u>	<u>\$1.45*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$60 million to less than \$70 million</u>	<u>\$1.35*</u>	<u>\$10,000</u>
<u>Principal amount of series of \$70 million or more</u>	<u>\$1.25*</u>	<u>\$10,000</u>

* The fee per \$1,000 principal amount for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$50,000 per financing series; for variable rate financings, the minimum fee is \$60,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$50,000 per financing series; for variable rate financings, the minimum fee is \$60,000. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding. In all cases, to avoid any perceived conflict and to ensure fees are fair and consistent across all issuers, fees would be calculated against the greater of the par amount or the proceeds of the issue.

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 3	
	Description: Financial Advisor Services	OF 7	

PRICING SCHEDULE NUMBER TWO (COLLATERALIZED, NON-COLLATERALIZED, AND POOLED):

Hourly Rates: The Offeror shall provide a schedule of hourly rates for each Key Person *who may provide services described in the Scope of Work*. The Offeror shall indicate any minimum or maximum fees for such services or per financing transaction (use a separate sheet if necessary):


A. COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

B. NON-COLLATERALIZED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 4	
	Description: Financial Advisor Services	OF 7	


<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

C. POOLED STRUCTURE:

<u>Name of Key Person & Title</u>	<u>Hourly Rate*</u>	<u>Min/Max Fees per Transaction</u>
<u>Kurt Freund, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>John Snider, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Jeff Wagner, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Nick Dodd, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Bill Wildman, Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>Megan Wienand, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Phong Pham, Vice President</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Kathryn Pong, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Loren Morales, Associate</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>Austin Lahr, Analyst</u>	<u>\$300 per hour</u>	<u>\$ see below</u>
<u>Jamie Durando, Managing Director</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other senior level bankers</u>	<u>\$535 per hour</u>	<u>\$ see below</u>
<u>All other officer level bankers</u>	<u>\$415 per hour</u>	<u>\$ see below</u>
<u>All other analyst level bankers</u>	<u>\$300 per hour</u>	<u>\$ see below</u>

* The fee for collateralized or non-collateralized issues is subject to a minimum fee for fixed rate financings of \$60,000 per financing series; for variable rate financings, the minimum fee is \$75,000 per financing series. The fee per \$1,000 principal amount for pooled financing structures is subject to a minimum fee for fixed rate financings of \$70,000 per financing series; for variable rate financings, the minimum fee is \$85,000. Hourly fee pricing would only apply to any debt obligation series of \$50 million or less. For the initial issuance of any newly created financing, an additional fee of \$30,000 would be charged due to the additional time and effort involved in creating such a new structure or financing program. For issues involving the refunding of existing debt obligations, an additional fee of up to \$25,000 would be charged based on the complexity of the refunding.

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 5	
	Description: Financial Advisor Services	OF 7	

PRICING SCHEDULE NUMBER THREE (COLLATERALIZED, NON-COLLATERALIZED AND POOLED):

Annual Retainer Fees:

The Offeror shall indicate an annual retainer price for all services described in the Scope of Work

The Offeror shall separately state the retainer price if a collateralized, non-collateralized or pooled structure is utilized.

The Offeror shall indicate any limitations on the services to be provided under such a fee arrangement.

Limitations: The Offeror shall indicate if any of the three pricing methodologies are unacceptable.

- A. Collateralized:** \$60,000 annually per Agency*
- B. Non-Collateralized:** \$60,000 annually per Agency*
- C. Pooled:** \$60,000 annually per Agency*


* Under this pricing approach, our services would be limited to the Scope of Work items not specifically related to the issuance of any obligations and we would discount proposed per bond pricing fees for any issuance by 7.5%. The annual retainer would need to be paid prior to any services being provided in any fiscal year.

PRICING SCHEDULE NUMBER FOUR (KEY PERSON WITH HOURLY RATE):

The Offeror shall indicate hourly rates for other financial advisory activities described in the Scope of Work (associated with a bond issue transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate*</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>All other senior level bankers</u>		<u>\$535 per hour</u>
<u>All other officer level bankers</u>		<u>\$415 per hour</u>
<u>All other analyst level bankers</u>		<u>\$300 per hour</u>

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 6	
	Description: Financial Advisor Services	OF 7	

* Fees are for “other financial advisory activities” associated with a bond issue transaction in addition to the fees set forth in Pricing Schedule Number One.

PRICING SCHEDULE NUMBER FIVE (KEY PERSON WITH HOURLY RATE):

The Offered shall indicate hourly rates for other financial advisory activities described in the Scope of Work (not associated with a bond transaction).

<u>Name of Key Person</u>	<u>Title</u>	<u>Hourly Rate</u>
<u>Kurt Freund</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>John Snider</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Jeff Wagner</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>Nick Dodd</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Bill Wildman</u>	<u>Director</u>	<u>\$535 per hour</u>
<u>Megan Wienand</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Phong Pham</u>	<u>Vice President</u>	<u>\$415 per hour</u>
<u>Kathryn Pong</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Loren Morales</u>	<u>Associate</u>	<u>\$415 per hour</u>
<u>Austin Lahr</u>	<u>Analyst</u>	<u>\$300 per hour</u>
<u>Jamie Durando</u>	<u>Managing Director</u>	<u>\$535 per hour</u>
<u>All other senior level bankers</u>		<u>\$535 per hour</u>
<u>All other officer level bankers</u>		<u>\$415 per hour</u>
<u>All other analyst level bankers</u>		<u>\$300 per hour</u>

PRICING SCHEDULE NUMBER SIX:

Optional Pricing: The Offeror shall provide a firm, fixed, all-inclusive maximum fee per Financing Transaction involving the sale of certificates regardless of the number of buildings acquired and equipment and the size of the issue:


\$750,000 Maximum Fee (dollar amount) per Financing Transaction. Offeror should also indicate how this fee will be calculated (hourly rates, etc.)

The fee can be calculated under Pricing Schedule Number One herein.

Our proposed fees outlined in any Pricing Schedules noted above do not include any investment advisory services or services related to ancillary financial products such as interest rate derivative contracts or interest rate caps, collars or floors, which are not included in the Scope of Work. If such additional services were requested, and we were able to provide such services, they would be subject to a fee payment at a negotiated fee approved in advance.

In addition to the fees provided in the Pricing Schedules above, the following additional fees may apply, depending on the circumstances of the specific transaction:

Exhibit B

	Attachment I – REVISED		State of Arizona State Procurement Office 100 N.15th Ave., Suite 201 Phoenix, AZ 85007
	Solicitation No.: ADSP014-00003944	PAGE 7	
	Description: Financial Advisor Services	OF 7	

For transactions in which RBCCM serves as a placement agent on a loan or securities purchased directly by a bank or other financial institution the fee would not exceed 2% of the total loan amount.

Assembly and publishing of Official Statement or Placement Memorandum, a fee of not to exceed \$25,000 (typically for smaller issuers).

Supplemental interest certificates, capital appreciation securities, convertible capital appreciation securities, stepped coupon securities or securities with taxable interest the fee basis may be adjusted by not greater than \$2.50 per \$1,000.

For assistance with complex financings or unique requests outside of the traditional services typically provided and contemplated in the Scope of Work, RBCCM could negotiate additional compensation with the non-State Agency local political subdivisions. Complex financings of such subdivisions may include, but are not limited to: (1) title or real estate issues, (2) utility company acquisitions, (3) tax increment or land based financings (special districts), (4) public/private partnerships (5) financings involving conduit issuers (6) other circumstances requiring a significantly higher degree of complexity or effort.



Legislation Description

File #: 14-269, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X103 - DIAL-A-RIDE AND GUS BUS REPLACEMENT AND MAINTENANCE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a contract change order relating to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

Background

Between 2010 and 2012, the City of Glendale secured four grants totaling over \$2.2 million in federal funds for transit capital projects and ongoing operating expenses. These grants are utilized through existing IGAs with the City of Phoenix, the designated recipient for all FTA funds in the region. Significant progress has been made in expending these funds for capital projects and providing transit service. The contracts need to be extended to allow for project completion, final closeout and reimbursement of funds from the City of Phoenix.

Analysis

AZ-90-X103 - \$520,506: Purchase of Replacement Dial-A-Ride/GUS Buses and Reimbursement for Preventive Maintenance of Buses

Both line items in this grant have been completed and reimbursement has been received for the buses and maintenance. After the purchase of the buses, there was a balance left over of \$99,613, which is now earmarked for preventive maintenance. This remaining balance for maintenance will be used over the next three months, at which time this grant will be closed.

This amendment to extend the expiration date of these funds will allow the city to complete the projects currently underway and ensure reimbursement, resulting in a savings to the GO Transportation Program.

Previous Related Council Action

On February 25, 2014, Council approved a Contract Change Order with the City of Phoenix.

On June 14, 2011, Council approved an IGA with the City of Phoenix to accept pass-through FTA Grant AZ-90-X103.

Community Benefit/Public Involvement

Transit services and programs provide a benefit to Glendale residents and visitors through enhanced mobility options. These grant funds have provided, and will continue to provide, operating assistance and improvements that will promote the continuation of quality and reliable transit services.

RESOLUTION NO. 4860 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X103 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X103) relating to transit services on June 14, 2011 (C-7709); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on February 25, 2014 extending the expiration date of the agreement to June 30, 2014 (C-7709-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to December 31, 2014.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-90-X103 for transit services 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_trans_phx x103

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
2

Contract No.
131486

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
8/7/2014

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-90-X103**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration date to December 31, 2014.

All other terms and conditions of this agreement remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:

DATE

Stephanie Child, Budget Analyst II

RECOMMENDED BY:

DATE

Wendy Miller, Management Asst. II

PTD FISCAL SECTION REVIEW:

DATE

Kenneth Kessler, Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY:

DATE

N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY:

DATE

Maria Hyatt - Interim Public Transit Director /Ted Mariscal -----



Legislation Description

File #: 14-306, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-37-X017 - ROUTE 60 (BETHANY HOME ROAD) OPERATING EXPENSES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a contract change order relating to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

Background

Between 2010 and 2012, the City of Glendale secured four grants totaling over \$2.2 million in federal funds for transit capital projects and ongoing operating expenses. These grants are utilized through existing IGA's with the City of Phoenix, the designated recipient for all FTA funds in the region. Significant progress has been made in expending these funds for capital projects and providing transit service. The contracts need to be extended to allow for project completion, final closeout and reimbursement of funds from the City of Phoenix.

Analysis

AZ-37-X017 - \$1,170,753: Operating Assistance for Route 60 (Bethany Home Road), GUS 1 and GUS 2

The final reimbursement request for Route 60 expenses has been received from the City of Phoenix. The final reimbursement request of \$78,038 for GUS 1 and 2 expenses is complete and ready to be sent to the City of Phoenix, closing this grant. Since the expiration date has passed (June 30, 2014), the reimbursement request cannot be processed by the City of Phoenix until the extension is in place.

This change order will extend the expiration date to December 31, 2014, ensuring reimbursement, resulting in a savings to the GO Transportation Program.

Previous Related Council Action

On February 25, 2014, Council approved a Contract Change Order with the City of Phoenix.

On December 14, 2010, Council approved an IGA with the City of Phoenix to accept FTA Grant AZ-37-X017.

Community Benefit/Public Involvement

Transit services and programs provide a benefit to Glendale residents and visitors through enhanced mobility options. These grant funds have provided, and will continue to provide, operating assistance and improvements that will promote the continuation of quality and reliable transit services.

RESOLUTION NO. 4861 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 3 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-37-X017 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-37-X017) relating to transit services on December 14, 2010 (C-7515); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on June 19, 2013 extending the expiration date of the agreement to October 31, 2013 (C-7515-1); and

WHEREAS, the City of Glendale further entered into Change Order No. 2 to said Intergovernmental Agreement on February 25, 2014 extending the expiration date of the agreement to June 30, 2014 (C-7515-2); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to December 31, 2014.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 3 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-37-X017 for transit services 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_trans_phx x017

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
3

Contract No.
130193

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
8/7/2014

Project Description: GRANT PASS-THROUGH AGREEMENT AZ-37-X017

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration date to December 31, 2014.

All other terms and conditions of this agreement remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:

DATE

Stephanie Child, Budget Analyst II

RECOMMENDED BY:

DATE

Wendy Miller, Management Asst. II

PTD FISCAL SECTION REVIEW:

DATE

Kenneth Kessler, Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY:

DATE

N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY:

DATE

Maria Hyatt - Interim Public Transit Director / Ted Mariscal -----



Legislation Description

File #: 14-309, **Version:** 1

AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-57-X013 - OPERATING ASSISTANCE FOR THE TAXI PROGRAM

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a contract change order relating to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

Background

Between 2010 and 2012, the City of Glendale secured four grants totaling over \$2.2 million in federal funds for transit capital projects and ongoing operating expenses. These grants are utilized through existing IGA's with the City of Phoenix, the designated recipient for all FTA funds in the region. Significant progress has been made in expending these funds for capital projects and providing transit service. The contracts need to be extended to allow for project completion, final closeout and reimbursement of funds from the City of Phoenix.

Analysis

AZ-57-X013 - \$10,250: Operating Assistance for a Taxi Supplemental Program

This grant provides funding for a pilot supplemental taxi program for customers who are traveling a short distance into neighboring cities. In implementing this program, Glendale staff has coordinated with the City of Phoenix as the designated recipient and the Regional Public Transportation Authority (RPTA) to work through the details. The program is underway and it is estimated that the funds will be exhausted by June 30, 2015, if not earlier. Once these funds have been depleted, this grant will be closed.

This change order will extend the agreement to June 30, 2015, ensuring reimbursement and resulting in a savings to the GO Transportation Program.

Previous Related Council Action

On February 14, 2012, Council approved an IGA with the City of Phoenix to accept FTA Grant AZ-57-X013.

Community Benefit/Public Involvement

Transit services and programs provide a benefit to Glendale residents and visitors through enhanced mobility options. These grant funds have provided, and will continue to provide, operating assistance and improvements that will promote the continuation of quality and reliable transit services.

RESOLUTION NO. 4862 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 1 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-57-X013 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-57-X013) relating to transit services on February 14, 2012 (C-7934); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to June 30, 2015.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 1 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-57-X013 for transit services 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_trans_phx x013

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
1

Contract No.
132949

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
8/7/2014

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-57-X013**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to June 30, 2015.

All other terms and conditions of this agreement remain the same.

All other terms and conditions remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: CITY OF GLENDALE

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY:

DATE

Stephanie Child, Budget Analyst II

RECOMMENDED BY:

DATE

Wendy Miller, Management Asst. II

PTD FISCAL SECTION REVIEW:

DATE

Kenneth Kessler, Acting Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY:

DATE

N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY:

DATE

Maria Hyatt - Interim Public Transit Director / Ted Mariscal



Legislation Description

File #: 14-310, Version: 1

AUTHORIZATION TO ENTER INTO A CONTRACT CHANGE ORDER TO AN INTERGOVERNMENTAL AGREEMENT WITH THE CITY OF PHOENIX FOR FEDERAL TRANSIT ADMINISTRATION GRANT NO. AZ-90-X109 - DIAL-A-RIDE BUS REPLACEMENT AND MAINTENANCE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a contract change order relating to an intergovernmental agreement (IGA) with the City of Phoenix for continued use of Federal Transit Administration (FTA) grant funds for transit services.

Background

Between 2010 and 2012, the City of Glendale secured four grants totaling over \$2.2 million in federal funds for transit capital projects and ongoing operating expenses. These grants are utilized through existing IGA's with the City of Phoenix, the designated recipient for all FTA funds in the region. Significant progress has been made in expending these funds for capital projects and providing transit service. The contracts need to be extended to allow for project completion, final closeout and reimbursement of funds from the City of Phoenix.

Analysis

AZ-90-X109 - \$530,871: Purchase of Replacement Dial-a-Ride Buses and Reimbursement for Preventive Maintenance of Buses

The buses have been purchased, and reimbursement has been received for the buses and maintenance. After the purchase of the buses, there was a balance left over of \$7,187. That balance will be used for preventive maintenance and will be incurred within the next 30 to 60 days, thus closing this grant.

This amendment to extend the expiration date of these funds to December 31, 2014, will allow the city to complete the projects currently underway and ensure reimbursement, resulting in a savings to the GO Transportation Program.

Previous Related Council Action

On February 14, 2012, Council approved an IGA with the City of Phoenix to accept FTA Grant AZ-90-X109.

Community Benefit/Public Involvement

Transit services and programs provide a benefit to Glendale residents and visitors through enhanced mobility options. These grant funds have provided, and will continue to provide, operating assistance and improvements that will promote the continuation of quality and reliable transit services.

RESOLUTION NO. 4863 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF CHANGE ORDER NO. 2 TO AN INTERGOVERNMENTAL AGREEMENT (GRANT PASS-THROUGH AGREEMENT) WITH THE CITY OF PHOENIX FOR GRANT NO. AZ-90-X109 RELATING TO TRANSIT SERVICES.

WHEREAS, the City of Glendale entered into an Intergovernmental Agreement with the City of Phoenix for a Grant Pass-through Agreement (AZ-90-X109) relating to transit services on February 14, 2012 (C-7935); and

WHEREAS, the City of Glendale further entered into Change Order No. 1 to said Intergovernmental Agreement on October 23, 2012 increasing the funding received through the Grant (C-7935-1); and

WHEREAS, the City of Glendale and the City of Phoenix wish to further extend the expiration date of said Intergovernmental Agreement to December 31, 2014.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that Change Order No. 2 to the Intergovernmental Agreement (Grant Pass-through Agreement) with the City of Phoenix relating to Grant No. AZ-90-X109 for transit services 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 Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_trans_phx x109

CITY OF PHOENIX
PUBLIC TRANSIT DEPARTMENT
CONTRACT CHANGE ORDER

Change Order No.
2

Contract No.
132942

Issued To: (Name of Contractor or Consultant)
CITY OF GLENDALE

Date
8/7/2014

Project Description: **GRANT PASS-THROUGH AGREEMENT AZ-90-X109**

YOU ARE HEREBY requested to make the following changes to the contract, or to do the work described below which is not included in the contract. (Give brief description of work, estimate of quantities, fees or prices to be paid, etc.)

This change order extends the contract expiration period date to December 31, 2014.

All other terms and conditions of this agreement remain the same.

All other terms and conditions remain the same.

ACCEPTANCE

We, the undersigned, have given careful consideration to the change proposed, and hereby agree; if this proposal is approved that we will provide all equipment, furnish all materials, except as may otherwise be noted above, and perform all services necessary for the work specified, and will accept as full payment therefore the fees or prices shown above.

FIRM: **CITY OF GLENDALE**

SIGNATURE: _____

TITLE: _____

DATE: _____

ENDORSEMENTS

REQUESTED BY: _____ DATE

Stephanie Child, Budget Analyst II

RECOMMENDED BY: _____ DATE

Wendy Miller, Management Asst. II

PTD FISCAL SECTION REVIEW: _____ DATE

Kenneth Kessler, Acting Deputy Public Transit Director

CHECKED AS TO AVAILABILITY OF FUNDS BY: _____ DATE

N/A
Budget and Research Department

APPROVED FOR THE CITY MANAGER BY: _____ DATE

_____ Maria Hyatt - Interim Public Transit Director / Ted Mariscal



Legislation Description

File #: 14-271, Version: 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR TRAFFIC DATA COLLECTORS AT KEY LOCATIONS THROUGHOUT GLENDALE

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for project administration, design review, construction bidding and construction administration of traffic data collector infrastructure at key locations throughout Glendale.

Background

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 60 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 95 closed-circuit television (CCTV) cameras and 10 DMS. Future infrastructure expansions on Peoria Avenue, as well as 67th Avenue, are under construction and design respectively, with expected completion in 2015.

This project will install communications and data collection equipment at approximately 80 locations, allowing for real-time and historical traffic volume, travel time and speed mapping for incident and congestion identification.

Analysis

Installation of ITS infrastructure at 80 key locations throughout Glendale were identified in the city's ITS Strategic Plan and will enhance the capabilities of the traffic management system. Once completed, this project will allow for more proactive identification of traffic issues leading to quicker resolution and notification to the traveling public. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal funds for construction have been secured for Federal Fiscal Year 2016.

This IGA is necessary so that federal funds can be expended on the construction phase of the project.

Specifically, it outlines that ADOT is responsible for preparation of documents required to qualify the project for federal funds, including review and approval of environmental, utilities and right-of-way clearances. The IGA also outlines city responsibilities, including matching fund requirements and future maintenance obligations.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure at key locations throughout Glendale’s major corridors.

Budget and Financial Impacts

The total estimated construction cost of the project is \$619,046, including a \$30,000 ADOT fee to administer the project on behalf of the city. Of the total anticipated cost, \$555,470 is available through the federal Congestion Mitigation and Air Quality (CMAQ) program. The required city match of \$33,576 and the \$30,000 ADOT fee are available in the Glendale Smart Traffic Signals account. Additional operating and maintenance costs will be absorbed by the GO Program ITS operating budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the city will be responsible for the additional costs.

Cost	Fund-Department-Account
\$63,576	2210-65005-550800, Smart Traffic Signals

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4864 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 ARIZONA DEPARTMENT OF TRANSPORTATION FOR THE INSTALLATION OF TWENTY-FOUR COUNT STATIONS AND FIFTY-SIX TRAVEL TIME DATA COLLECTORS AT KEY INTERSECTIONS IN GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the Arizona Department of Transportation (**IGA/JPA No. 14-0004237-I**) (**Project No. SZ143 01D/01C**) for the installation of twenty-four (24) count stations and fifty-six (56) travel time data collectors at key intersections for the purpose of developing a database and GUI to manage, query, and present data throughout various City locations 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 and City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Glendale, a copy of which is on now on file in the office of the City Clerk 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 _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

ADOT File No.: IGA/JPA 14-0004237-I
AG Contract No.: P001 2014 00150
Project: Installation of count stations and
Travel time data collectors at key
Intersections/develop database and
GUI to manage, query and present data
Section: Various City Locations
Federal-aid No.: GLN-0(249)T
ADOT Project No.: SZ143 01D/01C
TIP/STIP No.: GLN16-402
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of installation of twenty-four (24) count stations and fifty-six (56) travel time data collectors at key intersections to develop a database and GUI to manage, query, and present data throughout various City locations, hereinafter referred to as the "Project". The City will provide the design and the State will review the design, advertise, bid, award and administer the construction/installation of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 4. The City, in order to obtain federal funds for the construction/ installation of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
-

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction/installation of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ143 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	\$ 30,000.00
-------------	---------------------

SZ143 01C (construction)

Federal-aid funds @ 94.3%	\$ 555,470.00
---------------------------	----------------------

City's match @ 5.7%	\$ 33,576.00
---------------------	---------------------

Total Estimated City Funds	\$ 63,576.00
-----------------------------------	---------------------

Total Federal Funds	\$ 555,470.00
----------------------------	----------------------

TOTAL Estimated Project Construction Costs**	\$ 619,046.00
---	----------------------

* (Included in the City's estimated funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of \$5,000.00 to cover projected PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review costs.

c. Upon receipt of the initial PMDR costs, review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City, as appropriate.

d. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **\$33,576.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction/installation costs.

e. Upon receipt of the City estimated share of the Project construction/ installation costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction/installation. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

f. Upon FHWA authorization and with the aid of the City, proceed to advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and construction costs.

c. Prepare and provide the design plans, specifications and other such documents and services required for bidding and construction of the Project and incorporate comments from the State as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project installation costs, currently estimated at **\$33,576.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

k. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide/Urban Project Management Group Section.

l. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power shall be perpetual by the City. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of

the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement, and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Trevor Ebersole
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2904
Fax: (623) 915-1029

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
BRENDA S. FISCHER, ICMA-CM
City Manager

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

July 11th 2014-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014

City Attorney



Legislation Description

File #: 14-272, Version: 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR INTELLIGENT TRANSPORTATION SYSTEM ENHANCEMENTS ALONG 51st, OLIVE AND NORTHERN AVENUES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for project administration, design review, construction bidding and construction administration of intelligent transportation systems (ITS) infrastructure on 51st, Olive and Northern avenues.

Background

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 60 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 95 closed-circuit television (CCTV) cameras and 10 DMS. Future infrastructure expansions on Peoria Avenue, as well as 67th Avenue, are under construction and design respectively, with expected completion in 2015.

This project will expand the communications infrastructure along 51st, Olive and Northern avenues, allowing for eight additional signals and seven CCTV cameras to be added to the system.

Analysis

The city's ITS Strategic Plan includes these enhancements, which will close a gap in the traffic management system. Once completed, several connections to expand the city's remote management capabilities of the signal system on 51st, Olive and Northern avenues will be connected to the central signal system. This project is identified in the Maricopa Association of Governments' Transportation Improvement Program, and federal funds for construction have been secured for Federal Fiscal Year 2016.

This IGA is necessary so that federal funds can be expended on the construction phase of the project. Specifically, it outlines that ADOT is responsible for preparation of documents required to qualify the project for federal funds, including review and approval of environmental, utilities and right-of-way clearances. The

IGA also outlines city responsibilities, including matching fund requirements and future maintenance obligations.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public, and this design and construction project will address improvements to the ITS infrastructure along one of Glendale’s most critical north-south corridors.

Budget and Financial Impacts

The total estimated construction cost of the project is \$989,415, including a \$30,000 ADOT fee to administer the project on behalf of the city. Of the total anticipated cost, \$904,728 is available through the federal Congestion Mitigation and Air Quality (CMAQ) program. The required city match of \$54,687 and the \$30,000 ADOT fee are available in the Development Impact Fee Transportation account. Additional operating and maintenance costs will be absorbed by the GO Program ITS operating budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the city will be responsible for the additional costs.

Cost	Fund-Department-Account
\$84,687	1600-67803-550800, Development Agreement - Signals

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4865 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 STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION FOR INSTALLATION OF EIGHT CONDUIT FIBER OPTIC CABLE COMMUNICATIONS EQUIPMENT AND SEVEN CCTV CAMERAS AT VARIOUS LOCATIONS IN GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the State of Arizona, Department of Transportation, **(IGA/JPA No. 14-0004235-I) (Project No. SZ141 01D/01C)** for the installation of eight conduit fiber optic cable communications equipment and seven CCTV cameras to be located at various locations within the City of Glendale limits 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 and City Clerk are hereby authorized and directed to execute the Intergovernmental Agreement on behalf of the City of Glendale, a copy of which is now on file in the office of the City Clerk 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 _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
iga_trans_adot_olive

ADOT File No.: IGA/JPA 14-0004235-I
AG Contract No.: P001 2014 001541
Project: Installation of conduit fiber optic
cable communications equip and
CCTV Cameras
Section: Olive, Northern and 51st
Avenues at various City intersections
Federal-aid No.: GLN-0(247)T
ADOT Project No.: SZ141 01D/01C
TIP/STIP No.: GLN16-401
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENDALE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of construction/installation of 2.5 miles of conduit, 3 miles of fiber optic cable, communications equipment at eight (8) intersections and CCTV cameras and at seven (7) intersections along Olive, Northern and 51st Avenues, hereinafter referred to as the "Project". The City will provide the design and the State will review the design, advertise, bid, award and administer the construction/installation of the Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 4. The City, in order to obtain federal funds for the construction/installation of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
-

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction/installation of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ141 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	\$ 30,000.00
-------------	---------------------

SZ141 01C (construction)

Federal-aid funds @ (appropriate percentage)	\$ 904,728.00
--	----------------------

City's match @ 5.7%	<u>\$ 54,687.00</u>
---------------------	----------------------------

Total Estimated City Funds	\$ 84,687.00
-----------------------------------	---------------------

Total Federal Funds	\$ 904,728.00
----------------------------	----------------------

TOTAL Estimated Project Costs**	\$ 989,415.00
--	----------------------

* (Included in the City's estimated funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of \$5,000.00 to cover projected PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review costs.

c. Upon receipt of the initial PMDR costs, review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City, as appropriate.

d. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **\$54,687.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction/installation costs.

e. Upon receipt of the City's estimated share of the Project construction/installation costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

f. Upon FHWA authorization and with the aid of the City, proceed to advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and construction costs.

c. Prepare and provide the design plans, specifications and other such documents and services required for bidding and construction/installation of the Project and incorporate comments from the State as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project construction/installation costs, currently estimated at **\$54,687.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

k. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide/Urban Project Management Group Section.

l. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power shall be perpetual by the City. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that

any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement, and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Trevor Ebersole
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2944
Fax: (623) 915-1029

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
BRENDA S. FISCHER, ICMA-CM
City Manager

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

July 11th 2014-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014

City Attorney



Legislation Description

File #: 14-273, Version: 1

AUTHORIZATION TO ENTER INTO AN INTERGOVERNMENTAL AGREEMENT WITH THE ARIZONA DEPARTMENT OF TRANSPORTATION FOR OVERHEAD LANE CONTROL SIGNS ALONG MARYLAND AVENUE, BETWEEN 95th AND 99th AVENUES

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

Staff is requesting City Council waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into an intergovernmental agreement (IGA) with the Arizona Department of Transportation (ADOT) for project administration, design review, construction bidding and construction administration for intelligent transportation systems (ITS) infrastructure on Maryland Avenue, between 95th and 99th avenues.

Background

The city has made a significant investment in deployment of ITS infrastructure along arterial streets to enhance the management of traffic. These improvements enable Transportation staff to remotely monitor traffic and adjust signal timing based on current traffic patterns, as well as in response to resident requests. Additionally, drivers can receive real-time information on event traffic conditions and travel times via dynamic message signs (DMS).

The city's ITS system is currently comprised of over 60 miles of fiber optic cable that provides communication to 140 of the city's 194 traffic signals, 95 closed-circuit television (CCTV) cameras and 10 DMS. Future infrastructure expansions on Peoria Avenue, as well as 67th Avenue, are under construction and design respectively, with expected completion in 2015.

This project will install overhead lane control signals and message signs on Maryland Avenue, allowing for dynamic lane assignments during special events and unplanned incidents. Dynamic lane assignments allow for improved traffic flow along Maryland Avenue particularly during events by permitting a change in which lanes are used for the primary flow of traffic.

Analysis

This project to install ITS infrastructure along Maryland Avenue, from 95th to 99th avenues, was identified in the city's ITS Strategic Plan and will greatly enhance the management of traffic during planned and unplanned events. Currently, during Arizona Cardinals football games and large stadium events, the direction of travel for several lanes on Maryland Avenue over Loop 101 is changed using barricades to expedite flow into or away from parking lots. This new technology will allow staff to remotely assign the direction of travel using the city's central signal system and allow for additional use during other special events and unplanned incidents. This project is identified in the Maricopa Association of Governments' Transportation Improvement

Program, and federal funds for construction have been secured for Federal Fiscal Year 2017.

This IGA is necessary so that federal funds can be expended on the construction phase of the project. Specifically, it outlines that ADOT is responsible for preparation of documents required to qualify the project for federal funds, including review and approval of environmental, utilities and right-of-way clearances. The IGA also outlines city responsibilities, including matching fund requirements and future maintenance obligations.

Community Benefit/Public Involvement

Technology enhancements will continue to provide efficient traffic management for the traveling public. This design and construction project will address improvements to the ITS infrastructure along one of Glendale’s most critical mega event corridors.

Budget and Financial Impacts

The total estimated construction cost of the project is \$1,326,069, including a \$30,000 ADOT fee to administer the project on behalf of the city. Of the total anticipated cost, \$1,222,193 is available through the federal Congestion Mitigation and Air Quality (CMAQ) program. The required city match of \$73,876 and the \$30,000 ADOT fee are available in the Glendale Sports Facility Signals account. Additional operating and maintenance costs will be absorbed by the GO Program ITS operating budget.

While staff does not anticipate additional project costs, should this project exceed the estimate outlined in the IGA, the city will be responsible for the additional costs.

Cost	Fund-Department-Account
\$103,876	2210-65062-551400, Glendale Sports Facilities Signals

Capital Expense? Yes

Budgeted? Yes

Requesting Budget or Appropriation Transfer? No

If yes, where will the transfer be taken from?

RESOLUTION NO. 4866 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 STATE OF ARIZONA, DEPARTMENT OF TRANSPORTATION, FOR THE INSTALLATION OF FOUR LANE CONTROL SIGNAL BRIDGES WITH OVERHEAD SIGNS FOR DYNAMIC ASSIGNMENT OF LANES FOR BOTH EAST AND WESTBOUND TRAFFIC CONTROL ALONG MARYLAND AVENUE BETWEEN 95TH AND 99TH AVENUES IN GLENDALE.

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

SECTION 1. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Intergovernmental Agreement between the City of Glendale and the State of Arizona, Department of Transportation (**IGA/JPA No. 14-0004236-I**) (**Project No. SZ142 01D/01C**), for the installation of four lane control signal bridges with overhead signs for dynamic assignment of lanes for both east and westbound traffic control along Maryland Avenue between 95th and 99th Avenues 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 and the City Clerk are 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 _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
iga_trans_adot_4236

ADOT File No.: IGA/JPA 14-0004236-I
AG Contract No.: P001 2014 0001540
Project: Install 4-lane control signal
Bridges with overhead signs for dynamic
Assignment of lanes
Section: Maryland Avenue between
95th and 99th Avenues
Federal-aid No.: GLN-0(248)T
ADOT Project No.: SZ142 01D/01C
TIP/STIP No.: GLN17-401
**CFDA No.: 20.205 - Highway Planning
and Construction**
Budget Source Item No.: N/A

INTERGOVERNMENTAL AGREEMENT

BETWEEN
THE STATE OF ARIZONA
AND
CITY OF GLENDALE

THIS AGREEMENT is entered into this date _____, pursuant to the Arizona Revised Statutes §§ 11-951 through 11-954, as amended, between the STATE OF ARIZONA, acting by and through its DEPARTMENT OF TRANSPORTATION (the "State") and the CITY OF GLENADLE, acting by and through its MAYOR and CITY COUNCIL (the "City"). The State and the City are collectively referred to as "Parties".

I. RECITALS

1. The State is empowered by Arizona Revised Statutes § 28-401 to enter into this Agreement and has delegated to the undersigned the authority to execute this Agreement on behalf of the State.
 2. The City is empowered by Arizona Revised Statutes § 48-572 to enter into this Agreement and has by resolution, a copy of which is attached hereto and made a part hereof, resolved to enter into this Agreement and has authorized the undersigned to execute this Agreement on behalf of the City.
 3. The work proposed under this Agreement consists of installing a four (4) lane control signal bridges with overhead signs for dynamic assignment of lanes along Maryland Avenue between 95th and 99th Avenues and install dynamic message signs for both east and westbound traffic control, hereinafter referred to as the "Project". The City will provide the design and the State will review the design, advertise, bid, award and administer the construction/installation of Project. The plans, estimates and specifications for the Project will be prepared and, as required, submitted to the State and Federal Highway Administration (FHWA) for its approval.
 4. The City, in order to obtain federal funds for the construction/installation of the Project, is willing to provide City funds to match federal funds in the ratio required or as finally fixed and determined by the City and FHWA, including actual construction engineering and administration costs (CE).
 5. The interest of the State in this Project is the acquisition of federal funds for the use and benefit of the City and to authorize such federal funds for the Project pursuant to federal law and regulations. The State shall be the designated agent for the City.
-

6. The Parties shall perform their responsibilities consistent with this Agreement and any change or modification to the Project will only occur with the mutual written consent of both Parties.

7. The federal funds will be used for the construction/installation of the Project, including the construction engineering and administration cost (CE). The estimated Project costs are as follows:

SZ142 01D (ADOT Project Management & Design Review (PMDR) Cost, non-federal-aid):

PMDR costs*	\$ 30,000.00
-------------	---------------------

SZ142 01C (construction)

Federal-aid funds @ 94.3%	\$1,222,193.00
---------------------------	-----------------------

City's match @ 5.7%	<u>\$ 73,876.00</u>
---------------------	----------------------------

Total Estimated City Funds	\$ 103,876.00
-----------------------------------	----------------------

Total Federal Funds	\$1,222,193.00
----------------------------	-----------------------

TOTAL Estimated Project Costs**	\$1,326,069.00
--	-----------------------

* (Included in the City's estimated funds)

** (Includes 15% CE and 5% Project contingencies)

The Parties acknowledge that the final Project costs may exceed the initial estimate(s) shown above, and in such case, the City is responsible for, and agrees to pay, any and all eventual, actual costs exceeding the initial estimate. If the final bid amount is less than the initial estimate, the difference between the final bid amount and the initial estimate will be de-obligated or otherwise released from the Project. The City acknowledges it remains responsible for, and agrees to pay according to the terms of this Agreement, any and all eventual, actual costs exceeding the final bid amount.

THEREFORE, in consideration of the mutual agreements expressed herein, it is agreed as follows:

II. SCOPE OF WORK

1. The State will:

a. Upon execution of this Agreement, be the designated agent for the City, if the Project is approved by FHWA and funds for the Project are available.

b. Upon execution of this Agreement, and prior to performing or authorizing any work, invoice the City for the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding from the City is required, the State will invoice the City in increments of \$5,000.00 to cover projected PMDR costs. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual design review costs.

c. Upon receipt of the initial PMDR costs, review the design plans, specifications and other such documents and provide services required for the construction bidding and construction administration of the Project and provide comments to the City, as appropriate.

d. Upon completion of design and prior to bid advertisement, invoice the City for the City's share of the Project construction costs, currently estimated at **\$73,876.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual Project construction costs.

e. Upon receipt of the City estimated share of the Project construction/installation costs, submit all documentation required to FHWA with the recommendation that funding be approved for construction. Request the maximum programmed federal funds for the construction/installation of this Project. Should costs exceed the maximum federal funds available, it is understood and agreed that the City will be responsible for any overage.

f. Upon FHWA authorization and with the aid of the City, proceed to advertise for, receive and open bids, subject to the concurrence of the City to whom the award is made, and enter into a contract(s) with a firm(s) for the construction of the Project.

g. Be granted, without cost requirements, the right to enter City right-of-way as required to conduct any and all construction and pre-construction related activities for said Project, including without limitation, temporary construction easements or temporary rights of entry on to and over said rights-of-way of the City.

h. Notify the City that the Project has been completed and is considered acceptable, coordinating with the City as appropriate to turn over full responsibility of the Project improvements. De-obligate or otherwise release any remaining federal funds from the construction phase of the Project within ninety (90) days of final acceptance.

i. Not be obligated to maintain said Project, should the City fail to budget or provide for proper and perpetual maintenance as set forth in this Agreement.

2. The City will:

a. Upon execution of this Agreement, designate the State as authorized agent for the City.

b. Upon execution of this Agreement, prior to the State performing or authorizing any work and within thirty (30) days of receipt of an invoice from the State, pay the initial PMDR costs, currently estimated at **\$30,000.00**. If, during the development of the design, additional funding to cover PMDR costs is required, pay the invoiced amount to the State within thirty (30) days of receipt. Be responsible for any difference between the estimated and actual design review and construction costs.

c. Prepare and provide the design plans, specifications and other such documents and services required for bidding and construction/installation of the Project and incorporate comments from the State as appropriate.

d. Enter into an agreement with the design consultant which states that the design consultant shall provide professional post-design services as required and requested throughout and upon completion of the construction phase of the Project.

e. Upon completion of design, within thirty (30) days of receipt of an invoice from the State and prior to bid advertisement, remit to the State, the City's Project installation costs, currently estimated at **\$73,876.00**. Once the Project costs have been finalized, the State will either invoice or reimburse the City for the difference between estimated and actual costs.

f. Be responsible for all costs incurred in performing and accomplishing the work as set forth under this Agreement, not covered by federal funding. Should costs be deemed ineligible or exceed the maximum federal funds available, it is understood and agreed that the City is responsible for these costs, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

g. Be obligated to incur any expenditure should unforeseen conditions or circumstances increase the cost of said work required by a change in the extent of scope of the work requested by the City. Such changes require the prior approval of the State and FHWA. Be responsible for any contractor claims for additional compensation caused by Project delays, payment for these costs shall be made within thirty (30) days of receipt of an invoice from the State.

h. Certify that all necessary rights-of-way have been or will be acquired prior to advertisement for bid and also certify that all obstructions or unauthorized encroachments of whatever nature, either above or below the surface of the Project area, shall be removed from the proposed right-of-way, or will be removed prior to the start of construction, in accordance with The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 as amended; 49 CFR 24.102 Basic Acquisition Policies; 49 CFR 24.4 Assurances, Monitoring and Corrective Action, parts (a) & (b) and ADOT ROW Manual: 8.02 Responsibilities, 8.03 Prime Functions, 9.07 Monitoring Process and 9.08 Certification of Compliance. Coordinate with the appropriate State's Right-of-Way personnel during any right-of-way process performed by the City, if applicable.

i. Not permit or allow any encroachments upon or private use of the right-of-way, except those authorized by permit. In the event of any unauthorized encroachment or improper use, the City shall take all necessary steps to remove or prevent any such encroachment or use.

j. Grant the State, its agents and/or contractors, without cost, the right to enter City rights-of-way, as required, to conduct any and all construction and preconstruction related activities, including without limitation, temporary construction easements or temporary rights of entry to accomplish among other things, soil and foundation investigations.

k. Upon completion of the construction phase of the Project, provide an electronic version of the as-built plans to Arizona Department of Transportation Statewide/Urban Project Management Group Section.

l. Upon notification of Project completion, from the State, agree to accept, maintain and assume full responsibility of the Project in writing.

III. MISCELLANEOUS PROVISIONS

1. The terms, conditions and provisions of this Agreement shall remain in full force and effect until completion of said Project, including related deposits and/or reimbursements. Any provisions for maintenance/electrical power shall be perpetual by the City. This Agreement may be cancelled at any time prior to advertisement of the project construction contract, upon thirty (30) days written notice to the other Party. It is understood and agreed that, in the event the City terminates this Agreement, the City will be responsible for all costs incurred by the State up to the time of termination. It is further understood and agreed that should the City terminate this Agreement, the State shall in no way be obligated to maintain said Project.

2. The State assumes no financial obligation or liability under this Agreement, or for any resulting construction Project. The City, in regard to the City's relationship with the State only, assumes full responsibility for the design, plans, specifications, reports, the engineering in connection therewith and the construction of the improvements contemplated, cost over-runs and construction claims. It is understood and agreed that the State's participation is confined solely to securing federal aid on behalf of

the City and the fulfillment of any other responsibilities of the State as specifically set forth herein; that any damages arising from carrying out, in any respect, the terms of this Agreement or any modification thereof shall be solely the liability of the City and that to the extent permitted by law, the City hereby agrees to save and hold harmless, defend and indemnify from loss the State, any of its departments, agencies, officers or employees from any and all liability, costs and/or damage incurred by any of the above arising or resulting from this Agreement, and from any other liability, damage to any person or property whatsoever, which is caused by any activity, condition, misrepresentation, directives, instruction or event arising out of the performance or non-performance of any provisions of this Agreement by the State, any of its departments, agencies, officers and employees, or its independent contractors, the City, any of its agents, officers and employees, or its independent contractors. Costs incurred by the State, any of its departments, agencies, officers or employees shall include in the event of any action, court costs, and expenses of litigation and attorneys' fees.

3. The cost of construction and construction engineering work under this Agreement is to be covered by the federal funds set aside for this Project, up to the maximum available. The City acknowledges that the eventual actual costs may exceed the maximum available amount of federal funds, or that certain costs may not be accepted by the federal government as eligible for federal funds. Therefore, the City agrees to pay the difference between actual costs of the Project and the federal funds received.

4. Should the federal funding related to this Project be terminated or reduced by the federal government, or Congress rescinds, fails to renew, or otherwise reduces apportionments or obligation authority, the State shall in no way be obligated for funding or liable for any past, current or future expenses under this Agreement.

5. The cost of the Project under this Agreement includes indirect costs approved by FHWA, as applicable.

6. The Parties warrant compliance with the Federal Funding Accountability and Transparency Act of 2006 and associated 2008 Amendments (the "Act"). Additionally, in a timely manner, the City will provide information that is requested by the State to enable the State to comply with the requirements of the Act, as may be applicable.

7. The City acknowledges compliance with federal laws and regulations and may be subject to the Office of Management and Budget (OMB), Single Audit, Circular A-133 (Audits of States, Local Governments, and Non-Profit Organizations). Entities that expend \$500,000.00 or more (prior to 12/26/14) and \$750,000.00 or more (on or after 12/26/14) of federal assistance (federal funds, federal grants, or federal awards) are required to comply by having an independent audit. Either an electronic or hardcopy of the Single Audit is to be sent to Arizona Department of Transportation Financial Management Services within the required deadline of nine (9) months of the sub recipient fiscal year end.

ADOT – FMS
Attn: Cost Accounting Administrator
206 S 17th Ave. Mail Drop 204B
Phoenix, AZ 85007
SingleAudit@azdot.gov

8. This Agreement shall become effective upon signing and dating of the Determination Letter by the State's Attorney General.

9. This Agreement may be cancelled in accordance with Arizona Revised Statutes § 38-511.

10. To the extent applicable under law, the provisions set forth in Arizona Revised Statutes §§ 35-214 and 35-215 shall apply to this Agreement.

11. This Agreement is subject to all applicable provisions of the Americans with Disabilities Act (Public Law 101-336, 42 U.S.C. 12101-12213) and all applicable federal regulations under the Act, including 28 CFR Parts 35 and 36. The Parties to this Agreement shall comply with Executive Order Number 2009-09 issued by the Governor of the State of Arizona and incorporated herein by reference regarding "Non-Discrimination".

12. Non-Availability of Funds: Every obligation of the State under this Agreement is conditioned upon the availability of funds appropriated or allocated for the fulfillment of such obligations. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the State at the end of the period for which the funds are available. No liability shall accrue to the State in the event this provision is exercised, and the State shall not be obligated or liable for any future payments as a result of termination under this paragraph.

13. In the event of any controversy, which may arise out of this Agreement, the Parties hereto agree to abide by required arbitration as is set forth for public works contracts in Arizona Revised Statutes § 12-1518.

14. The Parties shall comply with the applicable requirements of Arizona Revised Statute § 41-4401.

15. The Parties hereto shall comply with all applicable laws, rules, regulations and ordinances, as may be amended.

16. All notices or demands upon any Party to this Agreement shall be in writing and shall be delivered in person or sent by mail, addressed as follows:

Arizona Department of Transportation
Joint Project Administration
205 S. 17th Avenue, Mail Drop 637E
Phoenix, Arizona 85007
(602) 712-7124
(602) 712-3132 Fax

City of Glendale
Attn: Trevor Ebersole
5850 West Glendale Avenue
Glendale, Arizona 85301
Phone: (623) 930-2944
Fax: (623) 915-1029

17. In accordance with Arizona Revised Statutes § 11-952(D) attached hereto and incorporated herein is the written determination of each Party's legal counsel and that the Parties are authorized under the laws of this State to enter into this Agreement and that the Agreement is in proper form.

IN WITNESS WHEREOF, the Parties have executed this Agreement the day and year first above written.

CITY OF GLENDALE

STATE OF ARIZONA

Department of Transportation

By _____
BRENDA S. FISCHER, ICMA-CM
City Manager

By _____
DALLAS HAMMIT, P.E.
Senior Deputy State Engineer, Development

ATTEST:

By _____
PAMELA HANNA
City Clerk

July 11th 2014-ly

ATTORNEY APPROVAL FORM FOR THE CITY OF GLENDALE

I have reviewed the above-referenced Intergovernmental Agreement between the State of Arizona, acting by and through its DEPARTMENT OF TRANSPORTATION, and the CITY OF GLENDALE, an agreement among public agencies which, has been reviewed pursuant to Arizona Revised Statutes §§ 11-951 through 11-954 and declare this Agreement to be in proper form and within the powers and authority granted to the City under the laws of the State of Arizona.

No opinion is expressed as to the authority of the State to enter into this Agreement.

DATED this _____ day of _____, 2014

City Attorney



Legislation Description

File #: 14-290, Version: 2

AMENDMENT TO THE IGA AND THE PURCHASE AGREEMENT WITH THE CITY OF PHOENIX RELATING TO PROPERTY ADJACENT TO CAMELBACK RANCH

Staff Contact: Michael Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to execute amendments to the Intergovernmental Agreement and Purchase Agreement with the City of Phoenix relating to Camelback Ranch.

Background

Camelback Ranch Glendale opened in March 2009, and is the spring training home to the Chicago White Sox and Los Angeles Dodgers of Major League Baseball. On October 19, 2009, the City of Glendale and the City of Phoenix, along with Western Loop 101 Public Facilities Corporation, entered into an Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch (IGA). Pursuant to that IGA, the parties have certain performance obligations that have become the subject of negotiations due to the unforeseen deterioration of the economic and market conditions.

In conjunction with the IGA, the cities entered into a real estate purchase agreement whereby Glendale would purchase the right-of-way for Ballpark Boulevard, which was owned by Phoenix, as well as Phoenix-owned property that served part of the construction of the roadway.

Analysis

The salient terms of the amendments include:

- The Phoenix TPT pledge shall be capped at the amount Glendale has spent on construction of Ballpark Boulevard; \$16,447,079.
- Glendale's obligation to build Ballpark Boulevard is limited to what has already been built.
- Glendale shall pay Phoenix the following amounts on October 19th of each year:
 - Current Fiscal Year: \$345,750, which is the balance due for reimbursement for Phoenix's dedication for the right-of-way for Ballpark Boulevard;
 - Fiscal Years 2015-2016, 2016-2017, and 2017-2018: \$668,646, which represents one third of the purchase price for the Phoenix-owned property east of Ball Park Boulevard (9.21 acres x \$5 psf = \$2,005,938/3 = \$668,646 (Lot 5));
 - Fiscal Year 2019-2020: \$1,086,822, the purchase price for the Phoenix-owned property west of Ballpark Boulevard (4.99 acres x \$5 psf (Lot 3)).

Previous Related Council Action

The IGA between the City of Glendale and the City of Phoenix was entered into on October 19, 2009.

Budget and Financial Impacts

Glendale will be required to pay the City of Phoenix \$345,750.00 at the time of execution of this Amendment for reimbursement of costs related to the dedication of the northern portion of the west half of right-of-way (\$5.00 per square foot for 69,150 square feet).

City Charter limits transfers between funds to the 4th quarter of a fiscal year. Staff is requesting a General Fund contingency transfer of \$345,750. As this item will require a transfer from the General Fund to the Camelback Ranch Event Operations Fund, a budget transfer cannot be processed until the 4th quarter of the fiscal year. Therefore, staff is requesting a budget transfer from General Fund, Contingency (1000-11901-510200) to General Fund, CIP Reserve, Land (1000-81014-550400) to reserve the funds. During the 4th quarter of the fiscal year, staff will then request an inter-fund transfer from General Fund, CIP Reserve, Land (1000 91012 510200) to Camelback Ranch Event Operations - Camelback Ranch Maintenance Reserve - Land (1283-84200-550400).

Staff also requests to exceed budget appropriation in 1283-84200-550400 (Camelback Ranch Event Operations - Camelback Ranch Maintenance Reserve - Land) for this expenditure until the 4th quarter transfer can be processed.

Further, Glendale will be obligated to pay Phoenix \$2,005,938.00 (\$5,00 per square foot for Lot 5 (9.21 acres) in three equal annual installments of \$668,646.00 each being due on October 19, 2015, October 19, 2016 and October 19, 2017. Upon final payment of the final installment, Phoenix will transfer title to Lot 5 to Glendale. In the event Phoenix chooses to retain Lot 5, Phoenix will return any installments paid by Glendale in accordance with the First Amendment.

Finally, Glendale will pay Phoenix \$1,086,822 no later than October 19, 2019 for the purchase and title of Lot 3 (4.99 acres at \$5.00 per square feet).

Cost	Fund-Department-Account
\$345,750.00	1282-84200-550400, Camelback Ranch Event Operations, Camelback Ranch Maintenance Reserve, Land

Capital Expense? Yes

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from? General Fund, Contingency (1000-11901-510200)

RESOLUTION NO. 4867 NEW SERIES

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 INTERGOVERNMENTAL AGREEMENT CONCERNING CERTAIN RESPONSIBILITIES FOR CAMELBACK RANCH; AND AUTHORIZING AND DIRECTING THE ENTERING INTO OF A FIRST AMENDMENT TO THE REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITIES OF PHOENIX AND GLENDALE RELATING TO PROPERTY ADJACENT TO CAMELBACK RANCH.

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 First Amendment to the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch (City of Glendale Contract No. C-7072) with the City of Phoenix be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That it is deemed in the best interest of the City of Glendale and the citizens thereof that the Amendment to the Purchase Agreement (City of Glendale Contract No. C-7249) with the City of Phoenix relating to property adjacent to Camelback Ranch be entered into, which amendment is now on file in the office of the City Clerk of the City of Glendale.

SECTION 2. That the Mayor or City Manager and the City Clerk be authorized and directed to execute and deliver said amendment on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_phx_cbr

When recorded, return to:

Patricia J. Boland
City of Phoenix Law Department
200 W. Washington, Suite 1300
Phoenix, Arizona 85003-1611

**FIRST AMENDMENT TO THE
INTERGOVERNMENTAL AGREEMENT CONCERNING CERTAIN
RESPONSIBILITIES FOR CAMELBACK RANCH BETWEEN THE CITY OF
PHOENIX AND THE CITY OF GLENDALE**

This First Amendment to the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch ("First Amendment") is entered into and effective as of the ____ day of _____, 2014, and modifies the terms and conditions of the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch entered into on October 9, 2013 as Glendale document No. C-7072 and as Phoenix Contract No. 127039 ("Agreement").

RECITALS

As background to this First Amendment, the Parties recite, state and acknowledge the following, each of which recitals is fully incorporated into this First Amendment and expressly made a material term and condition of this First Amendment. The following recitals shall constitute joint representations of the Parties, except where a statement or finding is specifically attributed to one party:

- A. On October 19, 2009, the City of Phoenix, an Arizona municipal corporation ("Phoenix"), and City of Glendale, an Arizona municipal corporation ("Glendale"), including the Western Loop 101 Public Facilities Corporation, an Arizona non-profit municipal property corporation formed by Glendale ("Western Loop 101") entered into an Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch.
- B. Glendale has incurred certain costs and expenses, and continues to incur certain costs and expenses, as part, and in anticipation of, its full performance under the Agreement.
- C. In furtherance of, and in reliance on the Agreement, Glendale constructed or caused to be constructed significant public infrastructure and a spring training baseball facility.
- D. Subsequent to the execution, delivery and recordation of the Agreement by the Parties, economic and market conditions (not only locally, but nationally and globally) have undergone unforeseen and unprecedented

deterioration, causing uncertainty in business planning, attenuation of credit markets and financing, constriction of leasing and retail opportunities and erosion of property values. As a result of this economic turbulence, strict compliance with the Agreement is no longer practical or reasonably anticipated by the Parties. Consequently, the Parties have determined that modification of the Agreement is now required in order to advance and implement the Agreement.

- E. Phoenix and Glendale recognize the value of the continued performance under the Agreement
- F. In order to provide modifications to the Agreement that are more pragmatic in view of changed and uncertain economic conditions, to promote the likelihood of full and timely performance of the Parties under the Agreement, and to ensure that the Parties receive the benefits contemplated when entering into the Agreement, Glendale has requested and Phoenix has agreed to grant certain extensions for performance, and other modifications that advance and implement the Agreement as set forth in this First Amendment in exchange for a decrease in the maximum amount of Phoenix's tax pledge contribution.
- G. The Parties believe that the approval and adoption of this First Amendment is and constitutes an administrative act designed and intended to implement the public policy previously reflected in the Agreement.
- H. Section 8.1 of the Agreement provides that the parties may amend the Agreement in writing.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, agreements and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this Agreement and agree as follows

1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.
3. **Effect of Amendment.** Except as amended by this Amendment, the Agreement shall remain in full force and effect.
4. **Amendment to Section 4.1(A).** Section 4.1(A) of the Agreement is hereby deleted in its entirety and restated as follows:

4.1 (A) Pledge. Phoenix unconditionally and irrevocably pledges and agrees to pay Western Loop 101 or its successor 80% of the general fund portion of transaction privilege tax revenues that are actually received by Phoenix for taxable activities occurring on Camelback Ranch from and after the effective date of this Agreement (the “Phoenix Payments”) up to a maximum amount of \$16,447,079 (the “Phoenix Contribution”).

5. **Amendment to Section 9.2.** The first sentence of Section 9.2 of the Agreement is hereby deleted in its entirety and restated as follows:

9.2 Contingent Purchase. Pursuant to the terms of the Real Estate Purchase Agreement entered into between the parties on April 22, 2010 and the first amendment thereto (collectively the “Purchase Agreement”), Glendale will also purchase from Phoenix the 14.2 acres of the Phoenix Land comprised of the acreage between the ROW and the MLB facility (9.21 acres, otherwise known as Lot 5 in the Purchase Agreement) and between the ROW and Parcel A of the Development Land (4.99 acres, otherwise known as Lot 3 in the Purchase Agreement) (collectively the “Future Acreage”) and as depicted in Exhibit F at the price of \$5.00 per square foot.

The remainder of Section 9.2 is unchanged by this Amendment and remains in full force and effect.

6. **Amendment to Section 10.2.** Section 10.2 of the Agreement is hereby deleted in its entirety and revised to read as follows:

10.2 Contingent Reimbursement

- (A) This section is be repealed in its entirety.
- (B) Upon execution of this First Amendment, Glendale will pay Phoenix \$345,750.00 as reimbursement, at \$5.00 per square foot, for costs related to the dedication of the northern portion of the west half of ROW (69,150 square feet).

7. **Amendment to Exhibit D.** Exhibit D of the Agreement is hereby deleted in its entirety and restated as follows:

Glendale will construct a roadway that commences at Camelback Road and 111th Avenue and terminates south of the Bethany Home Outfall (the “Roadway”). Glendale will improve the Roadway with all public road improvements required by and in accordance with Phoenix standards, including sidewalks on both sides of the Roadway, curb and gutters and utility lines for water, sewer, effluent, telephone, fiber optic cable, gas and electric, at Glendale’s expense. Glendale has no obligation to extend the Roadway any farther because any remaining construction to extend

Ballpark Boulevard beyond the existing alignment will be conducted in the regular course of development and not subject to this Agreement and First Amendment.

IN WITNESS WHEREOF, the parties enter into and make effective this First Amendment as of the date of the last signature affixed below.

CITY OF PHOENIX, an Arizona
municipal corporation
Ed Zuercher, City Manager

By: _____
James P. Burke, Director
Parks & Recreation Department

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Acting Phoenix City Attorney

CITY OF GLENDALE, an Arizona
municipal corporation

By: _____
Brenda S. Fischer
City Manager

ATTEST:

Pam Hanna,
Glendale City Clerk

APPROVED AS TO FORM:

Michael D. Bailey,
Glendale City Attorney

PJB/dh: 1137946v1

When recorded, return to:

Patricia J. Boland
City of Phoenix Law Department
200 W. Washington, Suite 1300
Phoenix, Arizona 85003-1611

**FIRST AMENDMENT TO THE
REAL ESTATE PURCHASE AGREEMENT BETWEEN THE CITIES OF
PHOENIX AND GLENDALE**

This First Amendment to the Real Estate Purchase Agreement between the Cities of Phoenix and Glendale (“First Amendment”) is entered into and effective as of the ____ day of _____, 2014, and modifies the terms and conditions of the Real Estate Purchase Agreement entered into on April 22, 2010 as Glendale document No. C-7249 and as Phoenix Contract No. 128267 (the “Purchase Agreement”).

RECITALS

As background to this First Amendment, the Parties recite, state and acknowledge the following, each of which recitals is fully incorporated into this First Amendment and expressly made a material term and condition of this First Amendment. The following recitals shall constitute joint representations of the Parties, except where a statement or finding is specifically attributed to one party:

- A. On April 22, 2010, the City of Phoenix, an Arizona municipal corporation (“Phoenix”), and City of Glendale, an Arizona municipal corporation (“Glendale”), entered into the Purchase Agreement in furtherance of their obligations under the Intergovernmental Agreement Concerning Certain Responsibilities for Camelback Ranch (the “IGA”).
- B. Glendale has incurred certain costs and expenses, and continues to incur certain costs and expenses, as part, and in anticipation of, its full performance under the IGA.
- C. In furtherance of, and in reliance on the IGA, Glendale constructed, or caused to be constructed, significant public infrastructure and a spring training baseball facility.
- D. Subsequent to the execution, delivery and recordation of the IGA by the Parties, economic and market conditions (not only locally, but nationally and globally) have undergone unforeseen and unprecedented

deterioration, causing uncertainty in business planning, attenuation of credit markets and financing, constriction of leasing and retail opportunities and erosion of property values. As a result of this economic turbulence, strict compliance with the IGA and the Purchase Agreement is no longer practical or reasonably anticipated by the Parties. Consequently, the Parties have determined that modification of the Purchase Agreement is now required in order to advance and implement the IGA.

- E. In order to provide modifications to the Purchase Agreement that are more pragmatic in view of changed and uncertain economic conditions, to promote the likelihood of full and timely performance of the Parties under the IGA, and to ensure that the Parties receive the benefits contemplated when entering into the IGA and the Purchase Agreement, Glendale has requested and Phoenix has agreed to grant certain extensions for performance under the Purchase Agreement and modifications to the IGA.

AGREEMENT

NOW, THEREFORE, in consideration of the promises, covenants, agreements and obligations contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties enter into this agreement and agree as follows:

1. **Definitions.** Terms not otherwise defined herein shall have the meaning set forth in the Agreement.
2. **Recitals.** The recitals set forth above are acknowledged by the Parties to be true and correct and are incorporated herein by this reference.
3. **Effect of Amendment.** Except as amended by this Amendment, the Agreement shall remain in full force and effect.
4. **Amendment to Section 3.** Section 3 of the Purchase Agreement is hereby deleted in its entirety and restated to read as follows:
 3. **Consideration.** Glendale agrees to pay Phoenix \$5.00 per square foot for the Purchased Property as follows:
 - a. **LOT 5.** For Lot 5, as depicted on Exhibit A to the Purchase Agreement, Glendale shall pay Phoenix \$2,005,938.00 (9.21 acres x \$5.00 psf.) in three equal annual installments of \$668,646.00 each due on October 19, 2015, October 19, 2016 and October 19, 2017. Upon payment of the final installment, Phoenix will transfer title to Lot 5 to Glendale. In the event Phoenix chooses to retain

Lot 5, Phoenix will return any installments paid by Glendale in accordance with this First Amendment

b. LOT 3. For Lot 3, as depicted on Exhibit A to the Purchase Agreement, Glendale shall pay Phoenix \$1,086,822 (4.99 acres x \$5.00 psf.) no later than October 19, 2019. Upon receipt of payment, Phoenix shall convey full and clear title to Glendale.

IN WITNESS WHEREOF, the parties enter into and make effective this First Amendment as of the date of the last signature affixed below.

CITY OF PHOENIX, an Arizona
municipal corporation
Ed Zuercher, City Manager

By: _____
James P. Burke, Director
Parks & Recreation Department

ATTEST:

Phoenix City Clerk

APPROVED AS TO FORM:

Acting Phoenix City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of the City of Phoenix, on behalf of the City of Phoenix.

Notary Public

My Commission Expires:

CITY OF GLENDALE, an Arizona
municipal corporation

By: _____
Brenda S. Fischer
City Manager

ATTEST:

Pam Hanna,
Glendale City Clerk

APPROVED AS TO FORM:

Michael D. Bailey,
Glendale City Attorney

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this _____ day of _____, 2014, by _____, the _____ of the City of Glendale, on behalf of the City of Glendale.

Notary Public

My Commission Expires:

PJB/dh: 1137972v1



Legislation Description

File #: 14-302, **Version:** 1

AUTHORIZATION TO ACCEPT THE FY2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE CITY PROSECUTOR'S OFFICE AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL

Staff Contact: Michael Bailey, City Attorney

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the FY2015 Victims' Rights Program (VRP) Award (AG #2015-031) on behalf of the Glendale City Prosecutor's Office in the approximate amount of \$10,100 and enter into an award agreement with the State of Arizona Office of the Attorney General.

Background

The City of Glendale has been accepting funding from VRP through the State of Arizona Office of the Attorney General for over 20 years. The purpose of the VRP is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes (A.R.S) Title 13, Chapter 40, Crime Victims' Rights, and A.R.S. Title 8, Chapter 3, Article 7, Victims' Rights for Juvenile Offenses. VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws.

The funding awarded through the VRP has consistently assisted the city with the staffing, informational material, and technology necessary for the timely notification of victims regarding the status of their cases and the status of arrested suspects moving through the criminal justice system.

Analysis

If approved, the City Prosecutor's Office will use the VRP award to continue to fund the cost of victim notification materials including letterhead, envelopes, forms, postage, and office supplies. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the FY2015 VRP award for the Glendale City Prosecutor's Office and enter into an agreement with the State of Arizona Office of the Attorney General.

Previous Related Council Action

On September 24, 2013, Council approved the acceptance of the FY2014 VRP Awards for the Glendale Police Department and City Prosecutor's Office in the total amount of \$94,100.

Community Benefit/Public Involvement

Glendale residents and their families who have become crime victims are kept current on case status information through the notification materials provided by the Glendale City Prosecutor's Office.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4868 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF \$10,100 FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE PROSECUTOR'S OFFICE.

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

SECTION 1. That the City of Glendale hereby accepts a grant offer in the approximate amount of \$10,100 from the State of Arizona, Office of the Attorney General, for the FY 2015 Victims' Rights Program (A.G. # 2015-031), on behalf of the Glendale Prosecutor's Office, for the purpose of assisting Glendale residents, and their families, who have become crime victims. Said grant is now on file in the City of Glendale City Clerk's Office.

SECTION 2. That the City Manager, or her designees, and the City Clerk are hereby authorized to execute any and all documents necessary for the acceptance of said grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_ca_vrp



State of Arizona
Office of the Attorney General
FY 2015 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2015-031

RECIPIENT

<i>Name:</i>	Glendale City Prosecutor's Office
<i>Contract:</i>	P. Robert Walecki
<i>Address:</i>	6815 N 57th Avenue, Glendale, AZ. 85301
<i>Award Amount:</i>	\$10,100.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting City Prosecutor as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2014, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2014 and terminate June 30, 2015. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

- I. The Contractor agrees:
- A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
 - B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the Program Guidelines - Section IV, and as specified in Contractor's approved \$10,100.00 award budget as follows:
 Personnel: \$ _____ ERE/Benefits: \$ _____
 Title: _____ Percent: %
 Consulting: \$0.00
 Operating: \$10,100.00 Postage, envelopes, letterhead, office supplies and updates to database letters
 Equipment: \$0.00
 - C. To complete and submit, on or before August 14, 2015, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
 - D. To comply with FY 2015 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
 - E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
 - F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.
 - G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
 - H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.
 - I. In accordance with A.R.S. § 41-4401, Contractor warrants compliance with all Federal immigration laws and regulations relating to employees and warrants it compliance with AAC Section A.R.S. § 23-214, Subsection A.
 - J. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.
- II. It is further agreed between the parties as follows:
- A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.
 - B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
 - C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2015, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 - D. Any and all award funds not expended by June 30, 2015, will be returned to the Attorney General.
 - E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____
 Jerry Connolly, Procurement Manager

 Date:

FOR THE CONTRACTOR:

 Authorized Signature

 Date:

 Printed Name and Title

ATTEST:

APPROVED AS TO FORM:

 Clerk of the Governing Board (if applicable)

 Date:

 Legal Counsel (if applicable)

 Date:



Legislation Description

File #: 14-308, **Version:** 1

AUTHORIZATION TO ACCEPT THE FISCAL YEAR 2015 VICTIMS' RIGHTS PROGRAM AWARD FOR THE GLENDALE POLICE DEPARTMENT AND ENTER INTO AN AGREEMENT WITH THE STATE OF ARIZONA OFFICE OF THE ATTORNEY GENERAL

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to accept the Fiscal Year 2015 Victims' Rights Program (VRP) Award (A.G. # 2015-044) on behalf of the Glendale Police Department (GPD) in the approximate amount of \$83,600 and enter into an agreement with the State of Arizona Office of the Attorney General.

Background

The City of Glendale has been accepting funding from VRP through the State of Arizona Office of the Attorney General for over 20 years. The purpose of the VRP is to provide financial support to city, county and state entities that are affected by Arizona Revised Statutes (A.R.S) Title 13, Chapter 40, Crime Victims' Rights, and A.R.S. Title 8, Chapter 3, Article 7, Victims' Rights for Juvenile Offenses. VRP monies are awarded to offset costs associated with performance of duties that are mandated under victims' rights laws.

The funding awarded through the VRP has consistently assisted the city with the staffing, informational material, and technology necessary for the timely notification of victims regarding the status of their cases and the status of arrested suspects moving through the criminal justice system.

Analysis

If approved, the GPD will use the VRP award to continue to fund a majority of the salary and benefits for a current full-time Victim Assistance Caseworker, as well as operating costs for the victim notification database, the publication and distribution of victims' rights brochures and costs associated with victim notification. Staff is requesting Council adopt the proposed resolution authorizing the City Manager to accept the Fiscal Year 2015 VRP award for the GPD and enter into an agreement with the State of Arizona Office of the Attorney General.

Previous Related Council Action

On September 24, 2013, Council approved the acceptance of the Fiscal Year 2014 VRP Awards for the Glendale Police Department and City Prosecutor's Office in the total amount of \$94,100.

Community Benefit/Public Involvement

The VRP funds support the Victim Assistance Unit within the Glendale Police Department, which provides direct services to Glendale residents and their families who have become crime victims. Services offered include resource referrals, crisis counseling, court accompaniment, crime prevention, and advocacy services.

Budget and Financial Impacts

There is no financial match required for this award. A specific project account will be established in Fund 1840, the city's grant fund, once the agreement is fully executed.

RESOLUTION NO. 4869 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, ACCEPTING A GRANT OFFER IN THE APPROXIMATE AMOUNT OF \$83,600 FROM THE STATE OF ARIZONA, OFFICE OF THE ATTORNEY GENERAL, FOR THE VICTIMS' RIGHTS PROGRAM, ON BEHALF OF THE GLENDALE POLICE DEPARTMENT.

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

SECTION 1. That the City of Glendale hereby accepts a grant offer in the approximate amount of \$83,600 from the State of Arizona, Office of the Attorney General, for the FY 2015 Victims' Rights Program (A.G. # 2015-044), on behalf of the Glendale Police Department, for the purpose of assisting Glendale residents, and their families, who have become crime victims. Said grant is now on file in the City of Glendale City Clerk's Office.

SECTION 2. That the City Manager, or her designees, and the City Clerk are hereby authorized to execute any and all documents necessary for the acceptance of said grant.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_pd_vrp



State of Arizona
Office of the Attorney General
FY 2015 Victims' Rights Program
AWARD AGREEMENT
A.G. #: 2015-044

RECIPIENT

<i>Name:</i>	Glendale Police Department
<i>Contract:</i>	Dave Madeya
<i>Address:</i>	6835 North 57th Drive, Glendale, AZ. 85301
<i>Award Amount:</i>	\$83,600.00
<i>Purpose:</i>	To support the direct costs of implementing victims' rights laws pursuant to those provisions of Arizona Revised Statutes Title 13, Chapter 40 and Title 8, Chapter 3, Article 7 impacting Non-County Law Enforcement (Includes Custodial) as an entity type.

Monies having been deposited and received by the Attorney General pursuant to Arizona Revised Statutes § 41-2401, § 8-418 and legislative appropriations, this AGREEMENT is made under the authority of the Attorney General pursuant to Arizona Revised Statutes § 41-191.08 -- Victims' Rights Fund.

This AGREEMENT is made this first day of July 2014, by and between the Arizona Attorney General, and the AGENCY, the "Contractor", to commence on July 1, 2014 and terminate June 30, 2015. The Attorney General, having been satisfied as to the qualifications of Contractor, agrees to pay Contractor the above shown AWARD subject to Contractor's agreement as follows:

- I. The Contractor agrees:
 - A. Award funds will not be used to supplant state, local and federal funds that would otherwise be available to provide services to victims of crime as mandated by A.R.S. Title 13, Chapter 40 and Title 8, Chapter 3, Article 7
 - B. Award funds will be used only for allowable costs that can be proven necessary and essential to effect the direct provision or performance of those statutorily mandated victims' rights duties (services), as described in the Program Guidelines - Section IV, and as specified in Contractor's approved \$83,600.00 award budget as follows:
 Personnel: \$36,223.00 ERE/Benefits: \$15,449.00
 Title: Victim Assistance Caseworker Percent: 70%
 Consulting: \$17,865.00 VINE contracted services
 Operating: \$14,063.00 Postage, envelopes, brochures, office supplies
 Equipment: \$0.00
 - C. To complete and submit, on or before August 14, 2015, an annual report to the Attorney General as prescribed in A.R.S. § 41-191.08(F).
 - D. To comply with FY 2015 Victims' Rights Program Guidelines, as well as the applicable provisions of A.R.S. Title 13, Chapter 40 and A.R.S. Title 8, Chapter 3, Article 7.
 - E. To allow (a) representative(s) of the Attorney General to complete program and financial audits as the Attorney General believes necessary to ensure Contractor compliance with this agreement and with State law.
 - F. To retain all records relating to the agreement, and performance under the agreement, for a period of five years after the completion of the project, and to allow inspection and audit of all such documents at reasonable times, pursuant to A.R.S. § 35-214.
 - G. To comply with all applicable nondiscrimination requirements of A.R.S. § 41-1463, Arizona State Executive Order 2009-09, and all other applicable state and federal civil rights laws.
 - H. In the event that a federal or state court or administrative agency, after a due process hearing, makes a finding of discrimination on the grounds of race, color, religion, national origin, sex, age, or handicap against the program, the Contractor will forward a copy of the findings to the Attorney General within ten calendar days of the written findings.
 - I. 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 AAC Section A.R.S. § 23-214, Subsection A.
 - J. To retain ownership interest in all equipment acquired with VRP funds (or in the proceeds resulting from the sale of such equipment) provided that: (1) the equipment purchase was not in violation of the VRP Award Agreement; and (2) the useful life of the equipment in question has not elapsed.
- II. It is further agreed between the parties as follows:
 - A. To use arbitration in the event of disputes and to the extent required by A.R.S. § 12-1518.
 - B. Except as provided in paragraph C below, if the Attorney General finds that the Contractor has not complied with the requirements of this agreement, the Contractor will receive a notice which identifies the area(s) of non-compliance and the appropriate corrective action to be taken. If the Contractor does not respond within thirty calendar days to this notice, or does not provide sufficient information concerning the steps which are being taken to correct the problem, the Attorney General may terminate the contract and require the return of all funds which are found to have been spent in violation of this agreement.
 - C. The Attorney General may reduce or discontinue funding to the Contractor in subsequent fiscal years, at the Attorney General's discretion, for the Contractor's failure to complete and submit, on or before August 14, 2015, the report that is required pursuant to A.R.S. § 41-191.08(F) or for other reasons such as available funding. Every payment obligation of the Attorney General under this Agreement is conditioned upon the availability of funds appropriated or allocated for the payment of such obligation. If funds are not allocated and available for the continuance of this Agreement, this Agreement may be terminated by the Attorney General at the end of the period for which funds are available. No liability shall accrue to the Attorney General in the event this provision is exercised, and the Attorney General shall not be obligated or liable for any future payments or for any damages as a result of termination under this paragraph.
 - D. Any and all award funds not expended by June 30, 2015, will be returned to the Attorney General.
 - E. This agreement is subject to cancellation pursuant to A.R.S. § 38-511.

IN WITNESS WHEREOF, the parties have made and executed this AGREEMENT on the day and year first above written.

FOR THE ATTORNEY GENERAL: _____
 Jerry Connolly, Procurement Manager

 Date:

FOR THE CONTRACTOR: _____

 Authorized Signature

 Date: Printed Name and Title

ATTEST: _____

 Clerk of the Governing Board (if applicable)

APPROVED AS TO FORM: _____

 Date: Legal Counsel (if applicable) _____
 Date:



Legislation Description

File #: 14-277, Version: 1

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION PHOENIX FIELD OFFICE TO PARTICIPATE IN A HUMAN TRAFFICKING TASK FORCE

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding (MOU) with the Federal Bureau of Investigation (FBI) Phoenix Field Office to participate in the Greater Phoenix Area Human Trafficking Task Force (GPAHTTF).

Background

The FBI has increased its efforts to disrupt human trafficking operations and works with other local, state, and federal law enforcement agencies, along with national victim-based advocacy groups, in joint task forces that combine resources and expertise on the human trafficking issue. Through these efforts, the FBI is able to combat the exploitation of individuals working in labor industries, such as agriculture and domestic services, which are forced into prostitution and/or slave labor. Currently, the FBI participates in 88 human trafficking task forces and working groups around the nation.

The GPAHTTF is a joint cooperative effort among the participating agencies, fostering an efficient and cohesive unit aimed at reducing human trafficking in Phoenix and surrounding areas. The GPAHTTF will produce threat assessments to determine the nature and extent of human trafficking, while conducting aggressive investigations to uncover information on potential human trafficking cases, in order to coordinate effective response and prosecution. This partnership promotes close cooperation between the agencies and greatly enhances information and resource sharing.

Analysis

If approved, the GPAHTTF will exist as a part-time responsibility for the participating GPD detectives. GPD will continue to provide all necessary equipment for the detectives and will continue to assume all personnel costs. In return for participation in the GPAHTTF, detectives gain valuable subject matter expertise and training to combat human trafficking in the communities served. Staff is recommending that Council adopt the proposed resolution authorizing the City Manager to enter into an MOU with the FBI Phoenix Field Office to participate in the GPAHTTF.

Community Benefit/Public Involvement

The experience and knowledge gained by detectives participating in the GPAHTTF assists GPD with staying informed of human trafficking and its impact on the community; while working to disrupt these operations in

the City of Glendale. Protecting the lives and property of the citizens of Glendale is an ongoing priority for GPD.

Budget and Financial Impacts

There is no cost to the city to participate in the GPAHTTF.

RESOLUTION NO. 4870 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING WITH THE FEDERAL BUREAU OF INVESTIGATION TO JOIN THE HUMAN TRAFFICKING TASK FORCE.

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 Human Trafficking Task Force Memorandum of Understanding 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 Mayor or City Manager 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 _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_fbi_httf

GREATER PHOENIX AREA HUMAN TRAFFICKING
TASK FORCE MEMORANDUM OF UNDERSTANDING

6 PAGES TOTAL

IN ACCORDANCE WITH THE FBI TERMS AND
CONDITIONS OF PARTICIPATION, THIS MOU MUST
REMAIN CONFIDENTIAL. THE DOCUMENT IS THE
PROPERTY OF THE FBI AND IS LOANED TO THE
AGENCY. THIS DOCUMENT IS ON FILE WITH THE
GLENDALE CITY CLERK'S OFFICE BUT IS NOT TO BE
RELEASED WITHOUT AUTHORIZATION BY FBI
HEADQUARTERS.



Legislation Description

File #: 14-278, Version: 1

AUTHORIZATION TO ENTER INTO CONTRACT 2015-PT-015 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE SELECTIVE TRAFFIC ENFORCEMENT PROGRAM OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into contract 2015-PT-015 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$20,000 for the Selective Traffic Enforcement Program (STEP) overtime expenses.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for STEP overtime expenses has been included in Arizona's FFY 2015 Highway Safety Plan.

Through the STEP, GPD works to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage; and to promote roadway safety, along with deterring aggressive and distracted drivers. According to the National Highway Traffic Safety Administration (NHTSA), the premise of the STEP model is that an individual's discomfort or concern about being stopped for a traffic safety violation outweighs the desire not to comply with the law. NHTSA reports that a strong partnership between traffic safety and law enforcement professionals forms the foundation of the STEP model. The goal of STEPs is to encourage motorists to drive safely.

Analysis

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in the STEP. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$20,000.

Previous Related Council Action

On November 26, 2013, Council adopted a Resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants, including Contract No. 2014-PT-011 (C-8706) in the approximate amount of \$20,000 for STEP overtime expenses.

Community Benefit/Public Involvement

The funded overtime allows GPD officers to participate in saturation patrols throughout the City of Glendale to deter aggressive and distracted drivers and detect speeding, in effort to reduce the traffic incidents, accidents, and fatalities. This enhanced enforcement assists with keeping the roadways safe for the citizens of Glendale.

Budget and Financial Impacts

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 4871 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT OVERTIME (STEP) FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE SPEED ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2015-PT-015) in the amount of \$20,000 for the support of personnel services (overtime) and related expenses to enhance the Selective Traffic Enforcement Overtime (STEP) throughout the City of Glendale.

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_gohs_step

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA: 20.600
1. APPLICANT AGENCY Glendale Police Department (GPD)	GOHS CONTRACT NUMBER: 2015-PT-015	
ADDRESS 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 402-PT	
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Lt. Brian France	
ADDRESS 5850 W. Glendale Ave, Glendale, Arizona 85301	3. PROJECT TITLE:	
4. GUIDELINES: 402-Police Traffic (PT)	Selective Traffic Enforcement Overtime (STEP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Glendale.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$15,094.34
II. Employee Related Expenses	\$4,905.66
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$20,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$20,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

Agency Problem:

The Glendale Police Department proposal is requesting grant funding for STEP/Speed enforcement overtime to participate in STEP enforcement details and saturation patrols throughout the year. The Glendale Police Department will continue public awareness associated with the dangers of speeding, aggressive and distracted driving; while continuing to provide training and updates on traffic laws to Glendale Police Department Officers.

Agency Attempts to Solve Problem:

The Glendale Police Department is dedicated in increasing the efforts to deter aggressive and distracted drivers, curb speeding, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time STEP Enforcement Squad, it has become a full squad of expertly trained STEP Enforcement motorcycle officers that are well versed in Speed detection and deterrence. The training and experience provided by Glendale Police Department allows officers to detect those offenders speeding, which makes a large impact on the number of devastating traffic collisions when aggressive driving is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The Glendale Police Department plans to utilize grant funding for STEP enforcement overtime throughout the federal fiscal year by participating in STEP Enforcement details and STEP saturation patrols. The Glendale Police Department will improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. Furthermore, the Glendale Police Department will continue to report necessary statistical data to ensure accurate comparisons of STEP/Speed enforcement citations that are issued. The Glendale Police Department

will continue to increase the public's awareness associated with speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Glendale Police Department Officers.

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Speed Enforcement throughout the City of Glendale.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for STEP/Speed Enforcement Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –

Requirements for Equipment:

The Glendale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Glendale Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Brian France, Lieutenant, OR Richard Stringer, Sergeant Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$15,094.34
II.	Employee Related Expenses (ERE)	\$4,905.66
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00
	TOTAL ESTIMATED COSTS	*\$20,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of \$20,000.00.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both 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. Both Parties warrant that they have registered with and participate with E-Verify. 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.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: DEBORA BLACK
Title: POLICE CHIEF
Telephone Number: 623 938-3285 Fax Number: _____
E-mail Address: dblack@glendaleAZ.com

2. **Agency's Fiscal Contact:**

Name: David Rice
Title: MANAGEMENT ASSISTANCE
Telephone Number: 623 938-3296 Fax Number: _____
E-mail Address: drice@glendaleAZ.com
Federal Identification Number: 86-6000247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

CITY OF GLENDALE

Warrant/Check to be mailed to:

GLENDALE POLICE DEPT
(Agency)

6835 N. 57TH AVE
(Address)

GLENDALE AZ 85301
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department

*Signature of Authorized Official of
Governmental Unit:*

Brenda S. Fischer, City Manager
City of Glendale

Date

Telephone

Date

Telephone



Legislation Description

File #: 14-279, Version: 1

AUTHORIZATION TO ENTER INTO CONTRACT 2015-OP-003 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into contract 2015-OP-003 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$40,000 for Occupant Protection Enforcement and Education overtime expenses.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for Occupant Protection Enforcement and Education overtime expenses has been included in Arizona's FFY 2015 Highway Safety Plan.

The Occupant Protection Enforcement and Education strategy has been proven to significantly reduce the chance of death and injuries to drivers and passengers in vehicles. A number of factors contribute to the risk of collision, including vehicle design, speeding, road design, and driver skill, impairment, or behavior. Through education and enforcement, drivers and passengers are encouraged to consistently use their seatbelts and child safety seats. This has been identified to reduce and minimize the effects of a collision. GPD has been a leader in the "Click it or Ticket" and "Buckle Up Arizona, it's the Law" campaigns and intends to continue its efforts of having drivers buckle-up to save lives in the community.

Analysis

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in Occupant Protection Enforcement and Education. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$40,000.

Previous Related Council Action

On November 26, 2013, Council adopted a Resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants, including Contract No. 2014-OP-007 (C-8709) in the approximate amount of \$20,000 for occupant protection enforcement overtime expenses.

Community Benefit/Public Involvement

The funded overtime allows GPD officers to participate in occupant protection patrols throughout the City of Glendale, educating motorists of the importance of using seat belts and child safety seats, in effort to reduce the traffic accident injuries and fatalities that occur.

Budget and Financial Impacts

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 4872 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE OCCUPANT PROTECTION ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2015-OP-003) in the amount of \$40,000 for personnel services (overtime) and employee related expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_gohs_op

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Glendale Police Department (GPD)	GOHS CONTRACT NUMBER: 2015-OP-003
ADDRESS 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 402-OP
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Lt. Brian France
ADDRESS 5850 W. Glendale Ave, Glendale, Arizona 85301	3. PROJECT TITLE: Occupant Protection Enforcement and Education Overtime
4. GUIDELINES: 402-Occupant Protection (OP)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$30,189.00
II. Employee Related Expenses	\$9,811.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$0.00
TOTAL ESTIMATED COSTS	\$40,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$40,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

Agency Problem:

The Glendale Police Department proposal is requesting grant funding for Occupant Protection enforcement and education overtime to continue participation in the usage of seatbelts and child safety seats within the city of Glendale. The Glendale Police Department has been a leader in the "Click it or Ticket" and "the Buckle Up Arizona, It's the Law" campaigns; which are intends to continue its efforts of having drivers buckle-up to save lives in the community. The problem Glendale Police Department faces is that motorists do not wear their seat belts, and collision statistics continue to reflect that a disproportionate share of injuries and fatalities are caused by this simple negligence on the part of both drivers and passengers. Nationwide, more than 60 percent of persons killed in traffic collisions were not wearing seat belts. The Glendale Police Department wants to be able to continue targeted enforcement efforts in this area in order to achieve increased compliance of seat belt use.

Additionally, motor vehicle collisions continue to be the leading cause of death, serious injury, and property damage in the State of Arizona. A number of factors contribute to the risk of collision; including, vehicle design, speeding, road design, and driver skill and/or impairment, plus driver behavior. The human factor has been consistently identified in reducing collisions and minimizing their effects, by consistently using seat belts and child safety seats. The Occupant Protection enforcement and education strategy has been proven to significantly reduce the chance of death and injuries of passengers in vehicles. For these reasons, the Glendale Police Department is requesting grant funding to continue enforcement, education, and public awareness activities within the City of Glendale.

Agency Attempts to Solve Problem:

The Glendale Police Department has participated in the "Click it or Ticket" program for several years. The program provides targeted enforcement and education related to occupant protection. Also, media support is used in order to raise awareness of the problem surrounding seat belt safety. The Glendale Police Department also lays out sensible arguments for seat belt usage at mock crash demonstrations at local high schools and community anti-crime events. Other enforcement efforts have been primarily in conjunction with traffic enforcement stops, since seat belt violations are not primary violations in the State of Arizona.

Agency Funding:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The Glendale Police Department plans to utilize grant funding for Occupant Protection enforcement overtime throughout the federal fiscal year by participating in Occupant Protection details and educating motorists of the importance of using seat belts and child safety seats. The Glendale Police Department will continue to monitor the Occupant Protection enforcement program; and will continually report necessary statistical data to ensure compliance with reporting requirements. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of not using seat belts and child safety seats; and continue to provide training and updates on Occupant Protection traffic laws to Glendale Police Department Officers.

The Glendale Police Department will meet the Occupant Protection enforcement and education objectives as follows:

- To increase voluntary compliance with the laws pertaining to the use of occupant restraint devices
- The Glendale Police Officers will participate in the "Click it or Ticket" activities, and will add questions about seat belt usage to any surveys that it conducts on the community's perception of crime and/or police performance
- Increase Glendale Police Officer awareness through briefing material and statistical salesmanship of the central point: in a traffic collision, those who are unrestrained are much more likely to die. Train officers involved in "Click it or Ticket" on how to talk motorists into compliance.
- Address the issue to the public via news media and public service announcements to raise awareness and reinforce voluntary compliance
- To participate all Governor's Office of Highway Safety seat belt enforcement events
- To create Three (3) seat belt proactive enforcement campaigns in high traffic areas in the City of Glendale by September 30, 2015

GOALS/OBJECTIVES:

Federal 402 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance Occupant Protection Enforcement and Education throughout the City of Glendale.

Expenditures of funding pertaining to the OP/Occupant Protection Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Occupant Protection Program Goals provided by the Arizona Governor's Office of Highway Safety. The Occupant Protection Program Goal is to improve the use of seatbelts and child safety seats, to reduce the number of fatalities and injuries due to vehicular crashes throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Occupant Protection in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for Occupant Protection Enforcement and Education Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor’s Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE “QUARTERLY ENFORCEMENT REPORT”.

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$30,189.00
II.	Employee Related Expenses (ERE)	\$9,811.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS ***\$40,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$40,000.00**.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both 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. Both Parties warrant that they have registered with and participate with E-Verify. 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.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: Deborah Black

Title: Police Chief

Telephone Number: 623 930 3285 Fax Number: _____

E-mail Address: dblack@glendale AZ.com

2. Agency's Fiscal Contact:

Name: David Rice

Title: Management Assistant

Telephone Number: 623 930 3296 Fax Number: _____

E-mail Address: DRICE@glendale AZ.com

Federal Identification Number: 86-6000247

3. REIMBURSEMENT INFORMATION:

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department

(Agency) 16835 N. 57th Drive

(Address) Glendale AZ 85301

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department

***Signature of Authorized Official of
Governmental Unit:***

Brenda S. Fischer, City Manager
City of Glendale

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §402 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 402-OP, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$40,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

 Alberto Gutier, Director
 Governor's Office of Highway Safety
 Governor's Highway Safety Representative

 Approval Date



Legislation Description

File #: 14-281, Version: 1

AUTHORIZATION TO ENTER INTO CONTRACT 2015-PT-055 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE PURCHASE OF SELECTIVE TRAFFIC ENFORCEMENT PROGRAM EDUCATION EQUIPMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into contract 2015-PT-055 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$28,151 for the purchase of Selective Traffic Enforcement Program (STEP) education equipment.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for the purchase of STEP education equipment has been included in Arizona's FFY 2015 Highway Safety Plan.

Through the STEP, GPD works to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage; and to promote roadway safety, along with deterring aggressive and distracted drivers. According to the National Highway Traffic Safety Administration (NHTSA), the premise of the STEP model is that an individual's discomfort or concern about being stopped for a traffic safety violation outweighs the desire not to comply with the law. NHTSA reports that a strong partnership between traffic safety and law enforcement professionals forms the foundation of the STEP model. The goal of STEPs is to encourage motorists to drive safely.

Analysis

If approved, the grant funds will be used to purchase one 30-foot trailer, one trailer wrap, and two police motorcycle crash bar systems for use by motorcycle officers promoting STEP education and enforcement. Without these grant funds, the city would be responsible for the equipment expenses. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$28,151.

Previous Related Council Action

On May 13, 2014, Council adopted a resolution (No. 4791 New Series) authorizing the City Manager to enter into Change Order No. 2014A-029 to Arizona GOHS Contract 2014-PT-041 to accept an increase in the funding to purchase additional capital outlay equipment for the STEP.

On November 26, 2013, Council adopted a Resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants, including Contract No. 2014-PT-041 (C-8707) in the approximate amount of \$60,311.05 for STEP equipment.

Community Benefit/Public Involvement

The equipment allows GPD to continue STEP education and enforcement throughout the year, enhancing public awareness of the dangers associated with speeding and aggressive/distracted driving. The goal is to reduce the incidents of traffic fatalities and injuries resulting from dangerous driving behavior, in an effort to keep the roadways safe for the citizens and visitors traveling through Glendale.

Budget and Financial Impacts

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 4873 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR SELECTIVE TRAFFIC ENFORCEMENT OVERTIME (STEP) FOR CAPITAL OUTLAY TO ENHANCE SPEED ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2015-PT-055) in the amount of \$28,151 for the Capital Outlay of one 30-foot enclosed trailer, one trailer wrap, and two crash bar systems to enhance speed enforcement and education throughout the City of Glendale.

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.600

1. APPLICANT AGENCY Glendale Police Department (GPD)	GOHS CONTRACT NUMBER: 2015-PT-055
ADDRESS 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 402-PT
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Lt. Brian France
ADDRESS 5850 W. Glendale Ave, Glendale, Arizona 85301	3. PROJECT TITLE: Selective Traffic Enforcement and Education Equipment (STEP)
4. GUIDELINES: 402-Police Traffic (PT)	

5. BRIEFLY STATE PURPOSE OF PROJECT:
Federal 402 funds will support Capital Outlay: One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems to enhance Speed Enforcement and Education throughout the City of Glendale.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$28,151.00
TOTAL ESTIMATED COSTS	\$28,151.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$28,151.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

Agency Problem:

The Glendale Police Department proposal is requesting grant funding for the purchase/procurement of Capital Outlay: One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems. The Glendale Police Department will utilize capital outlay equipment for STEP enforcement and education/training. The Glendale Police Department plans to improve the enforcement of traffic safety laws intended to reduce death, injury, and property damage and promote roadway safety; along with deterring aggressive and distracted drivers. The Glendale Police Department will continue public awareness associated with the dangers of speeding, aggressive and distracted driving; while continuing to provide training and updates on traffic laws to Glendale Police Department Officers. Finally, the additional grant funding is requested for procuring Capital Outlay equipment to conduct STEP enforcement and training activities throughout the year.

Agency Attempts to Solve Problem:

The Glendale Police Department is one of the largest agencies in the west valley and the Glendale Police Department provides motor training for many of the west valley agencies. There are between 2-3 schools per year training new motor officers on the skills of proper riding techniques on a police motorcycle. In addition, the Glendale Police Department is dedicated in increasing the efforts to deter aggressive and distracted drivers, curb speeding, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained STEP Enforcement motorcycle officers that are well versed in Speed detection and deterrence. The training and experience provided by Glendale Police Department allows officers to detect those offenders speeding, which makes a large impact on the number of devastating traffic collisions when aggressive driving is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

Agency Funding:

Federal 402 funds will support Capital Outlay: One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems to enhance Speed Enforcement and Education throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The Glendale Police Department will utilize grant funding to purchase and install the Capital Outlay: One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems; and these items must be purchased no later than the 3rd quarter of FFY2015 grant cycle. The Glendale Police Department will utilize capital outlay equipment for Speed enforcement, education, and training within the City of Glendale. Also, the Glendale Police Department will continue to monitor the STEP enforcement program; and will continually report necessary Speed statistical data to ensure accurate comparisons of STEP enforcement citations, and warnings that are issued. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of speeding, aggressive/distracted driving; and continue to provide training and updates on traffic laws to Glendale Police Department Officers.

GOALS/OBJECTIVES:

Federal 402 funds will support Capital Outlay: One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems to enhance Speed Enforcement and Education throughout the City of Glendale.

Expenditures of funding pertaining to the PT/Selective Traffic Enforcement Program including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the PT/Selective Traffic Enforcement Program Goals provided by the Arizona Governor's Office of Highway Safety. The PT/Selective Traffic Enforcement Program Goal is to reduce the incidence of traffic fatalities and injuries resulting from speeding, aggressive driving, red light running and other forms of risky driving behavior through enforcement, education and public awareness throughout the State of Arizona.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of Speeding in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for STEP/Speed Enforcement, Training and Education Activities:

One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:

One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Glendale Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Glendale Police Department further agrees to dispose of this equipment using the Glendale Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Glendale Police Department can refer to that of the state. The Glendale Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Glendale Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Glendale Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Glendale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the **[One (1) 30-Foot Enclosed Trailer, One (1) Trailer Wrap, and Two (2) Crash Bar Systems]**.

Decals:

The Governor's Office of Highway Safety shall provide the Glendale Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 402 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Glendale Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-

Requirements for Professional and Outside Services:

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Glendale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Glendale Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.

In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$28,151.00
	One (1) 30-Foot Enclosed Trailer = \$16,238.00	
	One (1) Trailer Wrap = \$5,413.00	
	Two (2) Crash Bar Systems = \$6,500.00	
	TOTAL ESTIMATED COSTS	*\$28,151.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$28,151.00**.

**QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)**

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-PT-055
Reporting Agency: Glendale Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
One (1) 30-Foot Enclosed Trailer, including One (1) Trailer Wrap					
Two (2) Crash Bar Systems					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both 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. Both Parties warrant that they have registered with and participate with E-Verify. 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.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE'S Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Deborah Black
Title: Police Chief
Telephone Number: 623 930-3285 Fax Number: _____
E-mail Address: dblack@glendaleaz.com

2. **Agency's Fiscal Contact:**

Name: David Rice
Title: Management Assistant
Telephone Number: 623 930-3296 Fax Number: _____
E-mail Address: drice@glendaleaz.com
Federal Identification Number: 86-600247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department
(Agency)

6835 N 57th Drive
(Address)

Glendale AZ 85301
(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department

***Signature of Authorized Official of
Governmental Unit:***

Brenda S. Fischer, City Manager
City of Glendale

Date

Telephone

Date

Telephone



Legislation Description

File #: 14-282, Version: 1

AUTHORIZATION TO ENTER INTO CONTRACT 2015-HV-008 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR DRIVING UNDER THE INFLUENCE/HIGH VISIBILITY ENFORCEMENT OVERTIME EXPENSES

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into contract 2015-HV-008 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$30,000 for Driving Under the Influence/High Visibility Enforcement overtime expenses.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for DUI/High Visibility Enforcement overtime expenses has been included in Arizona's FFY 2015 Highway Safety Plan.

To combat DUI violations and alcohol impaired drivers, the GPD implemented a full-time DUI enforcement squad in March 2004 and regularly participates in DUI Task Force operations that involve multiple police agencies working together to remove impaired drivers from roadways during holiday periods and throughout the year. The full-time DUI enforcement squad has become a team of expertly trained DUI enforcement motorcycle officers that are well versed in DUI detection and deterrence. The officers are trained and certified as drug recognition experts and horizontal gaze nystagmus technicians. This training and experience allows the officers on the squad to focus on the detection of drivers operating vehicles while impaired by alcohol and/or drugs.

Analysis

If approved, the grant funds will be used for the overtime expenses incurred as a result of officers participating in DUI/High Visibility Enforcement. Without these grant funds, the city would be responsible for the overtime expenses, or the overtime opportunity would be eliminated. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$30,000.

Previous Related Council Action

On May 27, 2014, Council adopted a resolution (No. 4800 New Series) authorizing the City Manager to enter into grant agreement number DUIAC-E-030 with Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement and accept a grant award in the approximate amount of \$50,000 for DUI Enforcement overtime expenses.

On November 26, 2013, Council adopted a resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants, including Contract No. 2014-410-0010 (C-8705) in the approximate amount of \$50,000 for DUI Enforcement overtime expenses.

Community Benefit/Public Involvement

The funded overtime allows GPD officers to continue with additional DUI enforcement activities, promoting roadway safety throughout the City of Glendale and making a large impact on the number of devastating traffic collisions.

Budget and Financial Impacts

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 4874 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE SUPPORT OF PERSONNEL SERVICES (OVERTIME) AND EMPLOYEE RELATED EXPENSES TO ENHANCE DUI/HIGH VISIBILITY ENFORCEMENT THROUGHOUT THE CITY OF GLENDALE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2015-HV-008) in the amount of \$30,000 for the support of personnel services (overtime) and related expenses to enhance the DUI/High Visibility Enforcement Overtime throughout the City of Glendale.

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_gohs_dui_hve

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

		CFDA: 20.601
1. APPLICANT AGENCY Glendale Police Department (GPD)	GOHS CONTRACT NUMBER: 2015-HV-008	
ADDRESS 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 410-HV	
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Sergeant Richard Stringer	
ADDRESS 5850 W. Glendale Ave, Glendale, Arizona 85301	3. PROJECT TITLE:	
4. GUIDELINES: 410- High Visibility (HV)	DUI /High Visibility Enforcement Overtime	
5. BRIEFLY STATE PURPOSE OF PROJECT: Federal 410 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/High Visibility Enforcement throughout the City of Glendale.		
6. BUDGET COST CATEGORY	Project Period FFY 2015	
I. Personnel Services	\$22,641.51	
II. Employee Related Expenses	\$7,358.49	
III. Professional and Outside Services	\$0.00	
IV. Travel In-State	\$0.00	
V. Travel Out-of-State	\$0.00	
VI. Materials and Supplies	\$0.00	
VII. Capital Outlay	\$0.00	
TOTAL ESTIMATED COSTS	\$30,000.00	
PROJECT PERIOD	FROM: Effective Date (Date of GOHS Director Signature)	TO: 09-30-2015
CURRENT GRANT PERIOD	FROM: 10-01-2014	TO: 09-30-2015
TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$30,000.00		
A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.		

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

Agency Problem:

The Glendale Police Department proposal is requesting grant funding for DUI enforcement overtime to participate in DUI saturation patrols including DUI Task Force operations. The DUI Task Force collaboration is an effective enforcement strategy involving multiple police agencies working together to remove impaired drivers from Glendale roadways during holiday periods and throughout the year. The Glendale Police Department continues to implement enforcement that stems from impaired driving; and continues its contribution to the DUI Task Force, which promotes roadway safety throughout City of Glendale. Additional funding for DUI overtime is requested to conduct DUI enforcement activities throughout the year.

Agency Attempts to Solve Problem:

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors; as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

Agency Funding:

Federal 410 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/High Visibility Enforcement throughout the City of Glendale.

How Agency Will Solve Problem With Funding:

The Glendale Police Department plans to utilize grant funding for DUI enforcement overtime throughout the federal fiscal year by participating in DUI Task Force details and DUI saturation patrols. Also, the Glendale Police Department will continue to monitor the DUI enforcement program by reporting necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Glendale Police Department will increase the public's awareness associated with the dangers of drinking and driving; and continue to provide training and updates on DUI laws to Glendale Police Department Officers.

GOALS/OBJECTIVES:

Federal 410 funds will support Personnel Services (Overtime) and Employee Related Expenses to enhance DUI/High Visibility Enforcement throughout the City of Glendale.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Personnel Services – To support Overtime for DUI/Impaired Driving Enforcement Activities

Employee Related Expenses – To support Employee Related Expenses for Agency Overtime

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

SPECIFIC REQUIREMENTS:**PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-****Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor's Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE "QUARTERLY ENFORCEMENT REPORT".

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Richard Stringer, Sergeant Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor's Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget
- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$22,641.51
II.	Employee Related Expenses (ERE)	\$7,358.49
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$0.00

TOTAL ESTIMATED COSTS ***\$30,000.00**

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of **\$30,000.00**.

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both 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. Both Parties warrant that they have registered with and participate with E-Verify. 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.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject to the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. Agency Official preparing the Report of Costs Incurred:

Name: DEBORA BLACK
Title: POLICE CHIEF
Telephone Number: 623 930-3285 Fax Number: _____
E-mail Address: dblack@glendaleaz.com

2. Agency's Fiscal Contact:

Name: DAVID RICE
Title: MANAGEMENT ASSISTANT
Telephone Number: 623 930-3296 Fax Number: _____
E-mail Address: drice@glendaleaz.com
Federal Identification Number: 86-1688247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

CITY OF GLENDALE

Warrant/Check to be mailed to:

GLENDALE POLICE DEPARTMENT

(Agency)

6835 N. 57TH DRIVE

(Address)

GLENDALE AZ 85301

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department

*Signature of Authorized Official of
Governmental Unit:*

Brenda S. Fischer, City Manager
City of Glendale

Date Telephone

Date Telephone

AUTHORITY & FUNDS

1. This Project is authorized by 23 U.S.C. §410 and regulations promulgated there under, more particularly Volume 102, and if State funds are involved, this project is authorized by ARS §28-602.

The funds authorized for this Project have been appropriated and budgeted by the U.S. Department of Transportation. The expenses are reimbursable under Arizona's Highway Safety Plan Program Area 410-HV, as approved for by the National Highway Traffic Safety Administration.

- | | | |
|----|--------------------------------------|---------------------------|
| 2. | A. EFFECTIVE DATE: | B. FEDERAL FUNDS: |
| | <i>Authorization to Proceed Date</i> | <u>\$30,000.00</u> |

3. **AGREEMENT AND AUTHORIZATION TO PROCEED**
by State Official responsible to Governor for the
administration of the State Highway Safety Agency

Alberto Gutier, Director
Governor's Office of Highway Safety
Governor's Highway Safety Representative

Approval Date



Legislation Description

File #: 14-283, Version: 1

AUTHORIZATION TO ENTER INTO CONTRACT 2015-405d-025 WITH THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY AND ACCEPT A GRANT FOR THE PURCHASE OF DRIVING UNDER THE INFLUENCE/IMPAIRED DRIVING ENFORCEMENT EQUIPMENT

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into contract 2015-405d-025 with the Arizona Governor's Office of Highway Safety (GOHS) and accept a grant in the approximate amount of \$65,000 for the purchase of Driving Under the Influence/Impaired Driving Enforcement equipment.

Background

Since 1995, the Glendale Police Department (GPD) has been receiving Arizona GOHS grant funds for use in the enforcement of traffic, seatbelt, and driving under the influence (DUI) violations, along with the purchase of equipment and training. GPD submits highway safety project proposals annually to the Arizona GOHS for Federal Fiscal Year (FFY) funding. The proposals are carefully considered by an evaluation team at the Arizona GOHS who reviews agency performance, program priority area, problem identification, consistency of reporting and available funding levels. As a result of this evaluation process, the proposal submitted by GPD for DUI/Impaired Driving Enforcement equipment has been included in Arizona's FFY 2015 Highway Safety Plan.

To combat DUI violations and alcohol impaired drivers, the GPD implemented a full-time DUI Enforcement Squad in March 2004 and regularly participates in DUI Task Force operations that involve multiple police agencies working together to remove impaired drivers from roadways during holiday periods and throughout the year. The full-time DUI Enforcement Squad has become a team of expertly trained DUI enforcement motorcycle officers that are well versed in DUI detection and deterrence. The officers are trained and certified as drug recognition experts and horizontal gaze nystagmus technicians. This training and experience allows the officers on the squad to focus on the detection of drivers operating vehicles while impaired by alcohol and/or drugs

Analysis

If approved, the grant funds will be used to purchase two fully-equipped police motorcycles for use by the DUI Enforcement Squad. Without these grant funds, the city would be responsible for purchase of these motorcycles. Staff is requesting that Council adopt the proposed resolution, which authorizes the City Manager to enter into a contract with the Arizona GOHS and accept a grant in the approximate amount of \$65,000.

Previous Related Council Action

On May 27, 2014, Council adopted a resolution (No. 4800 New Series) authorizing the City Manager to enter into grant agreement number DUIAC-E-030 with Arizona GOHS Oversight Council on Driving or Operating Under the Influence Abatement and accept a grant award in the approximate amount of \$50,000 for DUI Enforcement overtime expenses.

On November 26, 2013, Council adopted a resolution (No. 4743 New Series) authorizing the City Manager to accept five Arizona GOHS grants, including Contract No. 2014-410-0010 (C-8705) in the approximate amount of \$50,000 for DUI Enforcement overtime expenses.

Community Benefit/Public Involvement

The fully-equipped police motorcycles will be used for continued DUI enforcement activities, promoting roadway safety throughout the City of Glendale and increasing public awareness about the dangers associated with drinking and driving.

Budget and Financial Impacts

There is no financial match requirement for this grant. A specific project account will be established in Fund 1840, the city's grant fund, once the contract is fully executed.

RESOLUTION NO. 4875 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE SUBMISSION AND ACCEPTING THE GRANT OFFER FROM THE ARIZONA GOVERNOR'S OFFICE OF HIGHWAY SAFETY FOR THE PURCHASE OF TWO FULLY-EQUIPPED MOTORCYCLES TO ENHANCE DUI/IMPAIRED DRIVING ENFORCEMENT AND EDUCATION THROUGHOUT THE CITY OF GLENDALE.

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

SECTION 1. That the City Council of the City of Glendale hereby accepts the grant offer from the Arizona Governor's Office of Highway Safety (GOHS Contract Number 2015-405d-025 (402)) in the amount of \$65,000 for the purchase of two fully-equipped motorcycles to enhance DUI/Impaired Driving Enforcement and Education efforts throughout the City of Glendale.

SECTION 2. That the City Manager, or her designee, is hereby authorized and directed to execute any and all documents necessary for the acceptance of said grant on behalf of the City of Glendale.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this ____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

g_gohs_duitd

HIGHWAY SAFETY CONTRACT

This page, the Project Directors Manual and attached hereto and incorporated herein by reference, constitute the entire contract between the parties hereto unless the Governor's Highway Safety Representative authorizes deviation in writing.

CFDA: 20.616 and 20.600

1. APPLICANT AGENCY Glendale Police Department (GPD)	GOHS CONTRACT NUMBER: 2015-405d-025 (402)
ADDRESS 6835 N. 57 th Drive, Glendale, Arizona 85301	PROGRAM AREA: 405 (402)
2. GOVERNMENTAL UNIT City of Glendale	AGENCY CONTACT: Lt. Brian France
ADDRESS 5850 W. Glendale Ave, Glendale, Arizona 85301	3. PROJECT TITLE:
4. GUIDELINES: 405d – DUI/Impaired Driving 402 – Police Traffic (PT)	DUI/Impaired Driving Enforcement Equipment – Two (2) Fully-Equipped Motorcycles

5. **BRIEFLY STATE PURPOSE OF PROJECT:**
Federal 405 funds will support Capital Outlay: Two (2) Fully-Equipped Motorcycles to enhance DUI/Impaired Driving Enforcement and Education throughout the City of Glendale. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

6. BUDGET COST CATEGORY	Project Period FFY 2015
I. Personnel Services	\$0.00
II. Employee Related Expenses	\$0.00
III. Professional and Outside Services	\$0.00
IV. Travel In-State	\$0.00
V. Travel Out-of-State	\$0.00
VI. Materials and Supplies	\$0.00
VII. Capital Outlay	\$65,000.00
TOTAL ESTIMATED COSTS	\$65,000.00

PROJECT PERIOD FROM: Effective Date (*Date of GOHS Director Signature*) TO: 09-30-2015

CURRENT GRANT PERIOD FROM: 10-01-2014 TO: 09-30-2015

TOTAL FEDERAL FUNDS OBLIGATED THIS FFY: \$65,000.00

A political subdivision or state agency that is mandated to provide a certified resolution or ordinance authorizing entry into this contract must do so prior to incurring any expenditures. Failure to do so may result in termination of the awarded contract.

PROBLEM IDENTIFICATION AND RESOLUTION:**Agency Background:**

The City of Glendale has approximately 70 square miles of roadway that consist of residential streets, main arterial roadways, and several miles of freeway. Glendale has a 14 mile stretch of the Loop 101 Agua Fria Freeway that borders the north and west portion of Glendale and the entertainment districts. The total roadways in the City of Glendale may reach in the excess of 800 miles within the next few years; and Glendale will exceed that figure if annexation of land continues. With future annexation, the City of Glendale may have a portion of the Loop 303 Freeway in the far west portion of Glendale. These roadways and mileage will continue to expand in the near future with the increase of infrastructure and annexation.

Glendale, Arizona is the fourth largest city of the commercial, industrial, and educational hub of the northwest Phoenix metropolitan area. Currently, Glendale has an ever-growing estimated population of 230,000 people; with over 95,000 households. The City of Glendale is the home of the Phoenix Coyotes and Arizona Cardinals professional sports teams; as well as the new Camelback Ranch Major League Baseball Training Facility, home of the Los Angeles Dodgers, and Chicago White Sox.

Agency Problem:

The Glendale Police Department proposal is requesting grant funding for the purchase of Capital Outlay: Two (2) Fully-Equipped Motorcycles. The Glendale Police Department continues to implement enforcement and education that stems from impaired driving; and continues to contribute to the DUI Task Force and on-going saturation patrols, which promotes roadway safety throughout the City of Glendale. Finally, the Glendale Police Department is one of the largest agencies in the west valley which provides motorcycle training/education for many of the west valley agencies.

Agency Attempts to Solve Problem:

The Glendale Police Department is dedicated in increasing the efforts to curb impaired driving, while still making the City of Glendale a safe place to travel to and from. Since the inception of the full time DUI Enforcement Squad, it has become a full squad of expertly trained DUI Enforcement motorcycle officers that are well versed in DUI detection and deterrence. The squad consists of officers trained and certified as DRE (Drug Recognition Expert) and instructors, HGN (Horizontal Gaze Nystagmus) technicians and instructors; as well as qualified Law Enforcement Phlebotomists. This training and experience allows these officers to detect those offenders driving impaired by alcohol and/or drugs, which makes a large impact on the number of devastating traffic collisions when impairment is a factor. Just as important, is the motivation of each of these Glendale Police Department Officers; plus the understanding that their efforts are making a difference within the City of Glendale.

Agency Funding:

Federal 405 funds will support Capital Outlay: Two (2) Fully-Equipped Motorcycles to enhance DUI/Impaired Driving Enforcement and Education throughout the City of Glendale. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

How Agency Will Solve Problem With Funding:

The Glendale Police Department will utilize grand funding to purchase and install the Capital Outlay: Two (2) Fully-Equipped Motorcycles; and the capital outlay must be purchased no later than the 3rd quarter of FFY2015 grant cycle. The Glendale Police Department will utilize capital outlay equipment for DUI enforcement and education throughout the City of Glendale. The Glendale Police Department will continue to monitor the DUI enforcement program; and will continually report necessary DUI statistical data to ensure accurate comparisons of DUI arrests, citations, and warnings that are issued. The Glendale Police Department will continue to increase the public's awareness associated with the dangers of drinking and driving; and continue to provide training and updates on DUI laws to Glendale Police Department Officers.

GOALS/OBJECTIVES:

Federal 405 funds will support Capital Outlay: Two (2) Fully-Equipped Motorcycles to enhance DUI/Impaired Driving Enforcement and Education throughout the City of Glendale. The total amount of funding for this contract will include 75% GOHS 405d funds and 25% GOHS 402 funds to support and/or enhance DUI/Impaired Driving enforcement activities.

Expenditures of funding pertaining to Impaired Driving Enforcement including Personnel Services and ERE, Materials & Supplies, Capital Equipment and/or Travel In and Out of State shall comply with the Impaired Driving Program Goals provided by the Arizona Governor's Office of Highway Safety. The Impaired Driving Program Goal is to reduce the incidence of alcohol and drug related driving, fatalities and injuries through enforcement, education and public awareness throughout the State of Arizona. Law Enforcement personnel participating in Impaired Driving Enforcement/DUI activities including DUI Task Force details under this program shall be HGN/SFST certified.

To prepare complete press release information for media (television, radio, print and on-line) during each campaign period including a main press release, schedule of events, departmental plans and relevant data. **The material will emphasize the campaign's purpose, aggressive enforcement and the high cost of DUI/Impaired Driving in terms of money, criminal and human consequences.**

The Glendale Police Department will maintain responsibility for **reporting sustained enforcement** activity in a timely manner. Additionally, it is the responsibility of the Glendale Police Department to report all holiday task force enforcement statistics to GOHS on-line at the GOHS website **no later than 10:00a.m. the morning following each day of the event.**

The holidays and special events include but not limited to: Super Bowl Sunday, Valentine's Day, President's Day, St. Patrick's Day, Spring Break, Easter, Cinco de Mayo, Prom Night, Memorial Day, Graduation Day, Independence Day, Labor Day, Columbus Day, Halloween, and the Thanksgiving through New Year's details.

PLEASE NOTE: Failure to submit Statistics, Quarterly Reports and/or Report of Costs Incurred (RCIs) on time and correctly may delay reimbursement for expenditures to your agency.

METHOD OF PROCEDURE:

The Glendale Police Department will make expenditures as follows to meet the outlined Program Goals/Objectives:

Capital Outlay – To purchase/procure the following Capital Outlay for DUI/Impaired Driving Enforcement and Education/Training Activities:

Two (2) Fully-Equipped Motorcycles

PRESS RELEASE:

Agencies are required to develop and distribute a press release announcing this grant award upon receipt of the executed contract. A copy of this press release shall be sent to the GOHS Director at the same time it is sent to the media. This press release shall include the objective and specify that the funding is from the Governor's Office of Highway Safety.

BAC TESTING AND REPORTING REQUIREMENTS:

Alcohol impairment is a major contributing factor in fatality and serious injury motor vehicle collisions. Accurate data on alcohol involvement is essential to understanding the full extent of the role of alcohol and to assess progress toward reducing impaired driving.

Arizona is presently and consistently below the documented average among the states in the Blood Alcohol (BAC) testing of drivers involved in fatal motor vehicle collisions.

Each law enforcement agency that receives an enforcement-related grant is required to ensure that this accurate data on all drivers involved are reported. Failure to comply may result in withholding funds and cancellation of the enforcement contract until this requirement is met.

PURSUIT POLICY:

All law enforcement agencies receiving federal funds are encouraged to follow the guidelines established for vehicular pursuits issued by the International Association of Chiefs of Police (IACP) that are currently in effect.

EQUIPMENT:**Two (2) Fully-Equipped Motorcycles**

Agencies receiving funding for Capital Outlay (major equipment) such as DUI Processing Vans, marked and unmarked enforcement sedans and marked enforcement motorcycles shall schedule a press conference that includes the Director of the Governor's Office of Highway Safety. The purpose of this press conference will be to present the equipment to the community.

The Glendale Police Department shall immediately notify GOHS if any equipment purchased under this contract ceases to be used in the manner described in this contract. In such event, the Glendale Police Department further agrees to dispose of this equipment using the Glendale Police Department's, city, town or county ordinance, code or rule regarding disposal of equipment.

In the absence of an ordinance, code or rule regarding the disposal of the property, the Glendale Police Department can refer to that of the state. The Glendale Police Department shall maintain or cause to be maintained for its useful life, any equipment purchased under this contract. The Glendale Police Department shall incorporate any equipment purchased under this Contract into its inventory records. The Glendale Police Department shall insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets this requirement.

Administrative and Maintenance Costs:

The Glendale Police Department shall be responsible for all administrative, maintenance, operational costs and the costs of any damage relating to the [Two (2) Fully-Equipped Motorcycles].

Decals:

The Governor's Office of Highway Safety shall provide the Glendale Police Department with decals depicting the Governor's Office of Highway Safety logo. These decals shall be affixed to the equipment before being placed in service.

Equipment Purchase:

The equipment purchased under this contract shall be ordered, received, training completed, and placed in service prior to the end of the project period.

If the Agency cannot meet this requirement, the Agency must submit a letter of explanation signed by the Project Director on the Agency's letterhead via mail or hand delivered to the Director of the Governor's Office of Highway Safety within sixty (60) days before the end of the project period.

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures, which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

Original Purpose of Equipment:

Pursuant to 23 CFR §1200.21, all equipment purchased under this contract is to be used for the original purpose intended under this contract. All equipment shall be used for the originally authorized grant purposes for as long as needed for those purposes and neither the State nor the Agency (sub-grantees) or contractors shall encumber the title or interest while such need exists.

The Governor's Office of Highway Safety may reserve the right to transfer title to equipment acquired under this the Section 405 program to the Federal Government or to a third party when such third party is otherwise eligible under existing statutes.

Furthermore, 49 CFR §18.32.c.1 states that equipment (acquired under this grant) shall be used by the grantee in the program or project for which it was acquired as long as needed, whether or not the project or program continues to be supported by Federal funds. When no longer needed for the original program or project, the equipment may be used in other activities currently or previously supported by a Federal agency.

Insurance:

It is agreed that the Glendale Police Department shall adequately insure all capital equipment purchased under this contract for repair or replacement.

SPECIFIC REQUIREMENTS:

SPEED DETECTION EQUIPMENT –

Requirements for Speed Detection Devices:

The Glendale Police Department will be responsible for providing all personnel the appropriate training for using the speed detection devices purchased under this contract implementing a National Highway Traffic Safety Administration (NHTSA) approved training course.

The Glendale Police Department will maintain written documentation (copy of the training certificates) which will be available for review by GOHS.

POLICE PACKAGE VEHICLES:**Requirements for Police Package Motorcycle:**

Equipment included with the motorcycle, at a minimum, is emergency equipment (lights and siren), and may include police radio system, helmet with microphone and speed detection device.

PROFESSIONAL AND OUTSIDE SERVICES/PUBLIC INFORMATION/MEDIA-**Requirements for Professional and Outside Services:**

A copy of all contracts for "Professional and Outside Services" must be submitted to the GOHS Director for written approval before execution.

Requirements for Public Information and Education Materials:

Prior to the printing and distribution of public information and education materials, a sample will be provided to the GOHS Director for review and written approval.

Requirements for Paid Media:

All paid media must be pre-approved by the GOHS Director to ensure that consistent messages are sent statewide. Requests for paid media must include, *at a minimum*, scripts, description of target audience (to include methodology for identifying target audience), type of media to be utilized (electronic, print), campaign schedule, and budget. Additional information may be requested on a case by case basis.

EQUIPMENT –**Requirements for Equipment:**

The Glendale Police Department shall include a high quality color photograph of all equipment purchased under this contract. The Glendale Police Department shall complete the attached **Capital Outlay Equipment** form for all individual equipment purchases of \$5,000.00 or more. The form is to be attached and submitted with the next quarterly report subsequent to the delivery of the equipment.

METHOD OF PROCUREMENT:

The application of USDOT "Common Rule" and Circular A-102 requires that:

Grantees and sub grantees will use their own procurement procedures which reflect applicable state and local laws and regulations, provided that the procurement procedures conform to applicable federal laws and standards. The most stringent purchasing requirement at each level must be met. If the Agency does not have a procurement process, the Agency may use the State Procurement process.

A clear audit trail must be established to determine costs charged against this contract. Substantiation of costs shall, where possible, be made utilizing the Glendale Police Department documentation consisting of, but not limited to, copies of time sheets, purchase orders, copies of invoices, and proof of payment.

The Project Director shall retain copies of all documentation in the project file.

State Contract:

Procurement may be made using an open state contract award. Documents submitted to substantiate purchase using an open state contract must bear the contract number.

PROJECT EVALUATION:

This project shall be administratively evaluated to ensure that the objectives have been met.

Quarterly Report

The purpose of the Quarterly Report is to provide information on contracted grant activities conducted at the conclusion of each respective quarter. The information provided is used to review progress of the funded project and the successfulness in meeting outlined goals and objectives. The information, photos, highlights, obstacles, and mandatory statistical data provided in this report are analyzed by the assigned project coordinator. It is critical that the report contains the following information:

- **Original signatures on all Quarterly Reports and RCIs**
 - **Signatures must include Project Director unless prior authorization for another is on file with GOHS.**

Report Schedule

Reporting Period	Due Date
1st Quarterly Report (October 1 to December 31, 2014)	January 15, 2015
2nd Quarterly Report (January 1 to March 31, 2015)	April 15, 2015
3rd Quarterly Report (April 1 to June 30, 2015)	July 15, 2015
4th Quarterly Report (July 1 to September 30, 2015)	October 30, 2015
Final Statement of Accomplishment	October 30, 2015

The Quarterly Report **shall be completed on the form available on-line and submitted by mail** to the Governor’s Office of Highway Safety.

NOTE: IT IS REQUIRED THAT ALL LAW ENFORCEMENT AGENCIES MUST ENTER STATISTICAL AND ENFORCEMENT ACTIVITY INTO THE ON-LINE GOHS DUI REPORTING SYSTEM; IN ADDITION TO SUBMITTING THE “QUARTERLY ENFORCEMENT REPORT”.

Final Statement of Accomplishment

The Project Director shall submit a Final Statement of Accomplishment Report to the GOHS **no later than thirty (30) days after the conclusion of each federal fiscal year (September 30th)**. All agencies receiving funding are required to submit a Final Statement of Accomplishment Report.

Note: Failure to comply with the outlined GOHS reporting requirements may result in withholding of federal funds or termination of the contract.

PROFESSIONAL AND TECHNICAL PERSONNEL:

Debora Black, Chief, Glendale Police Department, shall serve as Project Director.

Brian France, Lieutenant, Glendale Police Department, shall serve as Project Administrator.

Michelle S. Cota, Governor’s Office of Highway Safety, shall serve as Project Coordinator.

REPORT OF COSTS INCURRED (RCI):

The Project Director shall submit a Report of Costs Incurred (RCI) with supporting documentation attached, to the Governor's Office of Highway Safety at a minimum on a quarterly basis in correlation with the required report. Agencies may submit additional RCI forms for expenditures when funds have been expended for which reimbursement is being requested.

RCIs shall be typed and delivered via mail or hand delivered with appropriate supporting documentation, to the Governor's Office of Highway Safety. **Electronically submitted RCIs will not be accepted.** Final RCIs will not be accepted after thirty (30) days after the conclusion of each federal fiscal year (September 30th). **Expenditures submitted after the expiration date will not be reimbursed and the agency will accept fiscal responsibility.**

The RCI template and instructions are available on the Governor's Office of Highway Safety website at <http://www.azgohs.gov/grant-opportunities/>. Failure to meet the reporting requirements may be cause to terminate the project.

PROJECT MONITORING:

Highway safety grant project monitoring is used by GOHS project coordinators to track the progress of project objectives, performance measures and compliance with applicable procedures, laws, and regulations.

The process is used throughout the duration of the contracted project and serves as a continuous management tool. Project monitoring also presents an opportunity to develop partnerships, share information and provide assistance to contracted agencies. Additionally, project monitoring outlines a set of procedures for project review and documentation.

Project monitoring also serves as a management tool for:

- Detecting and preventing problems
- Helping to identify needed changes
- Identifying training or assistance needed
- Obtaining data necessary for planning, and evaluation
- Identifying exemplary projects

Types of Monitoring

Monitoring is formal and informal, financial and operational. The most common types of monitoring are:

- Ongoing contact with the contracted grantee through phone calls, e-mails, correspondence, and meetings
- On-Site and/or In-House monitoring reviews of project operations, management, and financial records and systems
- Review of project Quarterly Reports
- Review and approval of Report of Costs Incurred (RCIs)
- Desk review of other documents in the project-grant files for timely submission and completeness

Monitoring Schedule	
Total Awarded Amount:	Type of Monitoring:
Under \$50,000.00	Desk Review/Phone Conference
\$50,000.01 – \$99,999.99	In-House GOHS Review
\$100,000+	On-Site
Capital Outlay Greater than \$25,000.00 (combined)	On-Site
Desk Review and Phone Conference	Internal Review of all written documentation related to contractual project including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. A phone conference call conducted during the course of the project which includes the date and time of the call, the person(s) contacted and the results. It serves as an informational review to determine progress of programmatic/financial activities. Both the designated project administrator and fiscal contact should be present, if possible, during the phone conference. If identified financial or operational problems are present, GOHS reserves the right to bring the grantee in for an in-house meeting at GOHS. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
In-House Review	Documents performance review results including project activities, reimbursement claims review, equipment purchases, approvals, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Completed at GOHS in a meeting with appropriate operational and financial personnel. Monitoring form written by Project Coordinator, any findings or areas of improvement, concern or recognition will be provided to the grantee.
On-Site Monitoring	Documents performance review results including project activities, reimbursement claims review, equipment purchases, and other information. Reviews applicable information related to the project(s) including but not limited to contract, quarterly reports, enforcement data, financial data, e-mails, letters, notes, press releases, photographs, inventories, and other written correspondence. Conducted on-site at the grantee's agency with monitoring form completed on-site by Project Coordinator. Any findings or areas of improvement, concern, or recognition, will be provided to the grantee.

On-site and/or In-house monitoring for grantees of designated projects with large capital outlay purchases, personnel services, and complex projects must be completed within the second or third quarter of the fiscal year. Contracted projects displaying any problems might need on-site monitoring more than once during the fiscal year.

On-site and/or In-house monitoring includes a review and discussion of all issues related to assure the effective administration of the contracted project. The following are the most important items to review:

- Progress toward meeting goals/objectives and performance measures
- Adherence to the contract specifications, timely submission of complete and correct reports, including required documentation
- Quarterly reports
- Status of expenditures related to the outlined budget

- Accounting records
- Supporting documentation (training documentation, inventory sheets, photographs, press releases, etc.)

In addition, the designated project administrator will assure that any equipment purchased will be available for inspection and is being used for the purpose for which it was bought under the outlined contractual agreement.

Documentation

The Governor's Office of Highway Safety will retain all findings documented on the GOHS Monitoring Form in the grantee's respective federal file. Findings will be discussed with the grantee designated contract representative (project administrator, fiscal specialist) by phone and/or e-mail. All noted deficiencies will be provided to the grantee with guidance for improvement and solutions to problems. Grantees that exhibit significantly poor performance will be placed on a performance plan as outlined by the project coordinator. Grantee monitoring information will additionally provide documentation for potential funding in subsequent fiscal year grant proposal review.

PROJECT PERIOD:

The Project Period shall commence on the date the GOHS Director signs the Highway Safety Contract and terminate on September 30 of that or subsequent year as indicated on the Highway Safety Contract.

DURATION:

Contracts shall be effective on the date the Governor's Office of Highway Safety Director signs the contract and expire at the end of the project period.

If the Agency is unable to expend the funds in the time specified, the Project Director will submit notification on the Agency's letterhead and hand-deliver or submit via regular mail to the Director of the Governor's Office of Highway Safety a minimum of 90 days prior to the end of the project period.

The Agency shall address all requests to modify the contract to the Director of the Governor's Office of Highway Safety on Agency letterhead and either hand deliver or submit the request via regular mail. All requests for modification must bear the signature of the Project Director.

Failure to comply may result in cancellation of the contract. Any unexpended funds remaining at the termination of the contract shall be released back to the Governor's Office of Highway Safety.

ESTIMATED COSTS:

I.	Personnel Services (overtime)	\$0.00
II.	Employee Related Expenses (ERE)	\$0.00
III.	Professional and Outside Services	\$0.00
IV.	Travel In-State	\$0.00
V.	Travel Out-of-State	\$0.00
VI.	Materials and Supplies	\$0.00
VII.	Capital Outlay	\$65,000.00
	Two (2) Fully-Equipped Motorcycles = \$32,500.00 each	
	TOTAL ESTIMATED COSTS	*\$65,000.00

*Includes all applicable training, tax, freight, and advertising costs. The GOHS reserves the right to limit reimbursement of Employee Related Expenses from zero (0) to a maximum rate of 40 percent. This is the maximum ERE amount to be reimbursed. It is agreed and understood that the Glendale Police Department shall absorb any and all expenditures in excess of \$65,000.00.

TABLE REPRESENTS HOW THIS CONTRACT WILL BE FUNDED BY AGENCY / PROGRAM

AGENCY	CFDA	CONTRIBUTION % AMOUNT	TOTAL AMOUNT REQUESTED
Glendale Police Department		Total Amount Requested	\$65,000.00
PROGRAM SOURCE			
GOHS Contribution (405d)	20.616	75%	\$48,750.00
GOHS Contribution (402)	20.600	25%	\$16,250.00
TOTAL FUNDED		100%	\$65,000.00

QUARTERLY ENFORCEMENT REPORT
(Submitted to GOHS)

Reporting Period

DESCRIPTION	CONTRACT ACTIVITY	AGENCY ACTIVITY
TOTAL DUI ARRESTS		
TOTAL MISDEMEANOR DUI ARRESTS		
TOTAL EXTREME DUI .15 ARRESTS		
TOTAL AGGRAVATED DUI ARRESTS		
TOTAL DUI DRUG ARRESTS		
TOTAL DRE EVALUATIONS		
SOBER DESIGNATED DRIVERS CONTACTED		
UNDERAGE ALCOHOL VIOLATIONS - TITLE 4		
UNDERAGE DUI ARRESTS		
UNDERAGE DUI-DRUG ARRESTS		
TOTAL AGENCY CITATIONS		
SPEED CITATIONS		
RED LIGHT RUNNING CITATIONS		
SEAT BELT CITATIONS		
CHILD SAFETY SEAT CITATIONS		

Arizona Governor's Office of Highway Safety
Capital Outlay (Equipment) Record
Equipment \$5,000.00 or more

Contract Number: 2015-405d-025
Reporting Agency: Glendale Police Department

Equipment Description	Make/Model	Serial Number	Date Ordered	Date Received	Cost Per Unit
Two (2) Fully-Equipped Motorcycles					

Note: Photographs of all Capital Outlay (Equipment) must be submitted with form

CERTIFICATIONS AND AGREEMENTS

This CONTRACT, is made and entered into by and between the STATE OF ARIZONA, by and through the Governor's Office of Highway Safety (GOHS) hereinafter referred to as "STATE", and the agency named in this Contract, hereinafter referred to as "AGENCY".

WHEREAS, the National Highway Safety Act of 1966, as amended (23 USC §§401-404), provides Federal funds to STATE for approved highway safety projects; and

WHEREAS, STATE may make said funds available to various state, county, tribal, or municipal agencies, governments, or political subdivisions upon application and approval by STATE and the United States Department of Transportation (USDOT); and

WHEREAS, AGENCY must comply with the requirements listed herein to be eligible for Federal funds for approved highway safety projects; and

WHEREAS, AGENCY has submitted an application for Federal funds for highway safety projects;

NOW, THEREFORE, IN CONSIDERATION OF MUTUAL PROMISES AND OTHER GOODS AND VALUABLE CONSIDERATION, it is mutually agreed that AGENCY will strictly comply with the following terms and conditions and the following Federal and State Statutes, Rules, and Regulations:

I. Project Monitoring, Reports, and Inspections

- A. AGENCY agrees to fully cooperate with representatives of STATE monitoring the project, either on-site or by telephone, during the life of the Contract.
- B. AGENCY will submit Quarterly Reports (one for each three-month period of the project year) to STATE in the form and manner prescribed by STATE. Notice of the specific requirements for each report will be given in this Contract or at any time thereafter by giving thirty (30) days written notice to AGENCY by ordinary mail at the address listed on the Contract. Failure to comply with Quarterly Report requirements may result in withholding of Federal funds or termination of this Contract.
- C. AGENCY will submit a Final Report/Statement of Accomplishment at completion of the Contract to include all financial, performance, and other reports required as a condition of the grant to STATE within thirty (30) days of the completion of the Contract.
- D. Representatives authorized by STATE and the National Highway Traffic Safety Administration (NHTSA) will have the right to visit the site and inspect the work under this Contract whenever such representatives may determine such inspection is necessary.

II. Reimbursement of Eligible Expenses

- A. AGENCY'S Project Director, or Finance Personnel, will submit a Report of Costs Incurred Form (RCI) to STATE each time there have been funds expended for which reimbursement is being requested. Failure to meet this requirement may be cause to terminate the project under section XX herein, "Termination and Abandonment".

- B. AGENCY will reimburse STATE for any ineligible or unauthorized expenses for which Federal funds have been claimed and reimbursement received, as may have been determined by a State or Federal audit.
- C. STATE will have the right to withhold any installments equal to the reimbursement received by AGENCY for prior installments which have been subsequently determined to be ineligible or unauthorized.

III. Property Agreement

- A. AGENCY will immediately notify STATE if any equipment purchased under this Contract ceases to be used in the manner as set forth by this Contract. In such event, AGENCY further agrees to either give credit to the project cost or to another active highway safety project for the residual value of such equipment in an amount to be determined by STATE or to transfer or otherwise dispose of such equipment as directed by STATE.
- B. No equipment will be conveyed, sold, salvaged, transferred, etc., without the express written approval of STATE, or unless otherwise provided elsewhere in this Contract.
- C. AGENCY will maintain or cause to be maintained for its useful life, any equipment purchased under this Contract.
- D. AGENCY will incorporate any equipment purchased under this Contract into its inventory records.
- E. AGENCY will insure any equipment purchased under this Contract for the duration of its useful life. Self-insurance meets the requirements of this section.

IV. Travel

In-State and Out-of-State Travel

In state and out-of-state travel claims will be reimbursed at rates provided by AGENCY'S regulations, provided that such regulations are as restrictive as those of STATE. Where they are less restrictive, ARS §38-624 will apply.

The State must approve all out-of-state travel in writing and in advance.

V. Standard of Performance

AGENCY hereby agrees to perform all work and services herein required or set forth, and to furnish all labor, materials, and equipment, except that labor, material, and equipment as STATE agrees to furnish pursuant to this Contract.

VI. Hold Harmless Agreement

Neither party to this agreement agrees to indemnify the other party or hold harmless the other party from liability hereunder. However, if the common law or a statute provides for either a right to indemnify and/or a right to contribution to any party to this agreement then the right to pursue one or both of these remedies is preserved.

VII. Non-Assignment and Sub-Contracts

This Contract is not assignable nor may any portion of the work to be performed be sub-contracted unless specifically agreed to in writing by STATE. No equipment purchased hereunder may be assigned or operated by other than AGENCY unless agreed to in writing by STATE.

VIII. Work Products and Title to Commodities and Equipment

- A. The work product and results of the project are the property of STATE, unless otherwise specified elsewhere in this Contract. All property, instruments, non-consumable materials, supplies, and the like, which are furnished or paid for by STATE under the terms of this Contract, unless otherwise provided for elsewhere in this Contract, are and remain the property of STATE and will be returned at the completion of this project upon request of STATE. The work product and results of the project will be furnished to STATE upon request, if no provision is otherwise made by this Contract.
- B. The provisions of subparagraph A apply whether or not the project contracted for herein is completed.

IX. Copyrights and Patents

Any copyrightable materials, patentable discovery, or invention produced in the course of this project may be claimed by STATE and a copyright or patent obtained by it at its expense. In the event STATE does not wish to obtain such copyright or patent, AGENCY may do so, but in any event, provision will be made by AGENCY for royalty-free, nonexclusive, nontransferable, and irrevocable licenses to be given the United States Government and STATE and its political subdivisions to use such copyrightable material, patented discoveries, or inventions in any manner they see fit. The STATE reserves the right to impose such other terms and conditions upon the use of such copyrights or patents as may be deemed in the best interest of STATE in the event AGENCY is allowed to obtain a copyright or patent.

X. "Common Rule" and OMB Circular No. A-102 (Revised)

"Common Rule" (49 CFR, Part 18): Uniform Administrative Requirements for Grants and Cooperative Agreements to State and Local Governments

OMB Circular No. A-102 (Revised): Grants and Cooperative Agreements with State and Local Governments

The application of USDOT "Common Rule" and Circular A-102 requires that:

AGENCY and sub-grantees will use their own procurement procedures, which reflect applicable State and local laws and regulations, provided that the procurements conform to applicable Federal law. The most stringent purchasing requirement at each level must be met.

The Arizona Procurement Code (ARS, §41-2501, et. seq.) and promulgated rules (A.A.C. Title 2, Chapter 7) are a part of this Contract as if fully set forth herein and AGENCY agrees to fully comply with these requirements for any procurement using grant monies from this Contract.

XI. Equal Opportunity

- A. Pursuant to the requirements of the Federal-Aid Highway Act of 1968 (U.S.C. §103 et. seq.), AGENCY, as a condition to receiving approval of this Contract submitted under the Highway Safety Act of 1966, as amended, hereby gives its assurance that employment in connection with the subject Highway Safety Project will be provided without regard to race, color, creed, sex, or national origin, and that any contract it enters into with any private agency pursuant hereto will include provisions in compliance with this paragraph (XI).

As a condition of receiving approval of this Contract, AGENCY will be subject to and will comply with Title VI of the Civil Rights Act of 1964 and all applicable requirements of the Department of Commerce regulations as adopted by the USDOT, providing that no person in the United States shall on the ground of race, color, creed, sex, or national origin be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under the subject Highway Safety Project.

- B. If AGENCY fails or refuses to comply with its undertaking as set forth in these provisions, STATE or the USDOT may take any or all of the following actions.
1. Cancel, terminate, or suspend, in whole or in part, the agreement, contract, or other arrangement with respect to which the failure or refusal occurred; and
 2. Refrain from extending any further Federal financial assistance to AGENCY under the Highway Safety Program with respect to which the failure or refusal occurred until satisfactory assurance of future compliance has been received from AGENCY.
- C. Pursuant to the requirement of Section 504 of the Rehabilitation Act of 1973 (29 U.S.C. §794), AGENCY must operate this Highway Safety Project so that it is accessible and otherwise non-discriminatory to handicapped persons.

XII. Executive Order 2009-09

It is mutually agreed that AGENCY will comply with the terms and conditions of Executive Order 2009-09, *Non-Discrimination in Employment by Government Contractors and Subcontractors*. Executive Order 2009-09 is located in Part II of the Project Director's Manual.

XIII. Application of Hatch Act

AGENCY will notify all of its employees whose principal employment is in connection with any highway safety project, financed in whole or in part by loans or grants under the Highway Safety Act of 1966, as amended, of the provisions of the Hatch Act (5 U.S.C. §7321 et. seq.).

XIV. Minority Business Enterprises (MBE) Policy and Obligation

- A. Policy: It is the policy of the USDOT that minority business enterprises as defined in 49 CFR, Part 23, will have the maximum opportunity to participate in the performance of contracts financed in whole or in part with Federal funds under this Contract. Consequently, the minority business enterprises requirements of 49 CFR, Part 23 apply to this Contract.
- B. Obligation: The recipient or its contractor agrees to ensure that minority business enterprises as defined in 49 CFR, Part 23 have the subcontracts financed in whole or in part with Federal funds provided under this Contract. In this regard, all recipients or contractors will take all necessary and reasonable steps in accordance with 49 CFR, Part 23 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors will not discriminate on the basis of race, color, creed, sex, or national origin in the award and performance of USDOT-assigned contracts.

XV. Arbitration Clause, ARS §12-1518

Pursuant to ARS §12-1518, the parties agree to use arbitration, after exhausting applicable administrative reviews, to resolve disputes arising out of this Contract where the provisions of mandatory arbitration apply.

XVI. Inspection and Audit, ARS §35-214

Pursuant to ARS §35-214, all books, accounts, reports, files, and other records relating to this Contract will be subject at all reasonable times to inspection and audit by STATE for five (5) years after completion of this Contract. The records will be produced at the Governor's Office of Highway Safety.

XVII. Appropriation of Funds by U.S. Congress

It is agreed that in no event will this Contract be binding on any party hereto unless and until such time as funds are appropriated and authorized by the U.S. Congress and specifically allocated to the project submitted herein and then only for the fiscal year for which such allocation is made. In the event no funds are appropriated by the U.S. Congress or no funds are allocated for the project proposed herein for subsequent fiscal years, this Contract will be null and void, except as to that portion for which funds have then been appropriated or allocated to this project, and no right of action or damages will accrue to the benefit of the parties hereto as to that portion of the Contract or project that may so become null and void.

XVIII. Continuation of Highway Safety Program

It is the intention of AGENCY to continue the Highway Safety Program identified in this Contract once Federal funding is completed. This intended continuation will be based upon cost effectiveness and an evaluation by AGENCY of the program's impact on highway safety.

XIX. E-Verify

Both 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. Both Parties warrant that they have registered with and participate with E-Verify. 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.

XX. Termination and Abandonment

- A. The STATE and AGENCY hereby agree to the full performance of the covenants contained herein, except that STATE reserves the right, at its discretion, to terminate or abandon any portion of the project for which services have not been already performed by AGENCY.
- B. In the event STATE abandons the services or any part of the services as herein provided, STATE will notify AGENCY in writing and within twenty-four (24) hours after receiving such notice, AGENCY will discontinue advancing the work under this Contract and proceed to close said operations under the Contract.
- C. The appraisal value of work performed by AGENCY to the date of such termination or abandonment shall be made by STATE on a basis equitable to STATE and AGENCY and a final reimbursement made to AGENCY on the basis of costs incurred. Upon termination or abandonment, AGENCY will deliver to STATE all documents, completely or partially completed, together with all unused materials supplied by STATE.
- D. AGENCY may terminate or abandon this Contract upon thirty (30) days written notice to STATE, provided there is subsequent concurrence by STATE. Termination or abandonment by AGENCY will provide that costs can be incurred against the project up to and including sixty (60) days after notice is given to STATE.
- E. Any equipment or commodities which have been purchased as a part of this Contract and which have not been consumed or reached the end of its useful life will be returned to STATE upon its written request.

XXI. Cancellation Statute

All parties are hereby put on notice that this Contract is subject to cancellation pursuant to ARS §38-511, the provisions of which are stated below.

In accordance with ARS §38-511, this Contract may be cancelled without penalty or further obligation if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the STATE, its political subdivisions or any department or agency of either, is at any time while the Contract or any extension of the Contract is in effect, an employee of any other party to the Contract in any capacity or a consultant to any other party of the Contract with respect to the subject matter or the Contract.

The cancellation shall be effective when written notice from the Governor or chief executive officer or governing body of the political subdivision is received by all other parties to the Contract unless the notice specifies a later time.

AGREEMENT OF UNDERSTANDING AND CERTIFICATION OF COMPLIANCE**Acceptance of Condition**

It is understood and agreed by the undersigned that a grant received as a result of this Contract is subject the Highway Safety Act of 1966, as amended (23 U.S.C.A. §§401-404), ARS §28-602, and all administrative regulations governing grants established by the USDOT and STATE. It is expressly agreed that this Highway Safety Project constitutes an official part of the STATE's Highway Safety Program and that AGENCY will meet the requirements as set forth in the accompanying Project Director's Manual, which are incorporated herein and made a part of this Contract. All State and Federal Statutes, Rules, Regulations, and Circulars referenced in this Contract are a part of this document as if fully set forth herein. It is also agreed that no work will be performed nor any obligation incurred until AGENCY is notified in writing that this project has been approved by the Governor's Highway Safety Representative.

Certificate of Compliance

This is to certify that AGENCY will comply with all of the State and Federal Statutes, Rules and Regulations identified in this Contract.

Certification of Non-Duplication of Grant Funds Expenditure

This is to certify that AGENCY has no ongoing nor completed projects under contract with other Federal fund sources which duplicate or overlap any work contemplated or described in this Contract. It is further certified that any pending or proposed request for other Federal grant funds which would duplicate or overlap work described in the Contract will be revised to exclude any such duplication of grant fund expenditures. It is understood that any such duplication of Federal funds expenditures subsequently determined by audit will be subject to recovery by STATE.

Single Audit Act

If your political subdivision has had an independent audit meeting the requirements of the Single Audit Act of 1984, (31 U.S.C.A. §7501 et. seq.), please forward a copy to GOHS, Attention: Fiscal Services Officer, within thirty (30) days of the effective date of this Contract. If such audit has not been performed, please advise when it is being scheduled.

REIMBURSEMENT INSTRUCTIONS

1. **Agency Official preparing the Report of Costs Incurred:**

Name: Deborah Black
Title: Police Chief
Telephone Number: 623930-3285 Fax Number: _____
E-mail Address: dblack@glendaleAZ.com

2. **Agency's Fiscal Contact:**

Name: David Rice
Title: Management Assistant
Telephone Number: 623930-3296 Fax Number: _____
E-mail Address: drice@glendaleAZ.com
Federal Identification Number: 86-6000247

3. **REIMBURSEMENT INFORMATION:**

Warrant/Check to be made payable to:

City of Glendale

Warrant/Check to be mailed to:

Glendale Police Department

(Agency)

10835 N. 57th Drive

(Address)

Glendale AZ 85301

(City, State, Zip Code)

Lobbying Restrictions

Certification for Contracts, Grants, Loans, and Cooperative Agreements

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

- A. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- B. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- C. The undersigned will require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients will certify and disclose accordingly.
- D. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by 31 USC §1352. Any person who fails to file the required certification will be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

Signature of Project Director:

Debora Black, Chief
Glendale Police Department

*Signature of Authorized Official of
Governmental Unit:*

Brenda S. Fischer, City Manager
City of Glendale

Date Telephone

Date Telephone



Legislation Description

File #: 14-286, Version: 1

AUTHORIZATION TO ENTER INTO A MEMORANDUM OF UNDERSTANDING WITH THE CITY OF PHOENIX POLICE DEPARTMENT FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK

Staff Contact: Debora Black, Police Chief

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt a resolution authorizing the City Manager to enter into a memorandum of understanding (MOU) with the Phoenix Police Department (PPD) for participation in the National Integrated Ballistic Information Network (NIBIN).

Background

In 1999, the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF) established the NIBIN. The NIBIN provides federal, state and local law enforcement the use of automated ballistic imaging to aid in investigations. The technology uses digital images of shell casings to link crimes involving the use of the same firearm, providing valuable leads and intelligence.

The PPD is one of only four law enforcement agencies in Arizona to possess the NIBIN equipment on site and began the Phoenix Metro NIBIN Program in 2010. PPD was required to enter into a formal agreement with ATF to guide the use of the equipment. The Glendale Police Department (GPD) has personnel that have attended NIBIN certification training and are authorized to utilize NIBIN equipment. Because GPD personnel utilize NIBIN equipment housed at PPD, the PPD is requesting that GPD enter into an inter-agency MOU with PPD to set forth the agreed upon procedures for management, accountability, direction, authority and liabilities of the parties involved.

Analysis

If approved, GPD personnel will be able to continue use of the NIBIN equipment at PPD. Since GPD personnel began utilizing NIBIN equipment at PPD, 68 NIBIN matches to felony crimes, ranging from homicide to Shannon's Law violations. If the city does not enter into the MOU, PPD may discontinue GPD's use of the NIBIN equipment. Agreements between law enforcement agencies for the purpose of information-sharing promote close cooperation and enhance intergovernmental relationships and resource sharing. Staff is recommending that Council adopt the proposed resolution authorizing the City Manager to enter into an MOU with PPD for participation in the NIBIN.

Community Benefit/Public Involvement

Use of the NIBIN equipment assists GPD in linking and solving violent crimes involving firearms, in order to combat future crimes of this nature in the City of Glendale. Protecting the lives and property of the citizens of Glendale is the ongoing priority for GPD.

Budget and Financial Impacts

There is no cost to the city to enter into this MOU.

RESOLUTION NO. 4876 NEW SERIES

A RESOLUTION OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE ENTERING INTO OF A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PHOENIX POLICE DEPARTMENT AND GLENDALE POLICE DEPARTMENT FOR PARTICIPATION IN THE NATIONAL INTEGRATED BALLISTIC INFORMATION NETWORK FOR THE PURPOSE OF ENHANCING THE EFFORTS TO COMBAT, LINK, AND SOLVE VIOLENT CRIMES INVOLVING FIREARMS.

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 Memorandum of Understanding between the City of Phoenix Police Department and City of Glendale Police Department for participation in the National Integrated Ballistic Information Network to enhance the efforts to combat, link and solve violent crimes involving firearms be entered into, which document is now on file in the office of the City Clerk of the City of Glendale:

SECTION 2. That the City Manager, or her 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 _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

iga_pd_phx_nibin

MEMORANDUM OF UNDERSTANDING
BETWEEN
THE CITY OF PHOENIX POLICE DEPARTMENT
AND
GLENDALE POLICE DEPARTMENT

1. PURPOSE

The purpose of this Memorandum of Understanding (MOU) between the City of Phoenix Police Department (PPD) and the Glendale Police Department, hereinafter referred to as the "parties" is to define the responsibilities of the parties with respect to the scheduling and use of PPD's National Integrated Ballistic Information Network (NIBIN). It sets forth the agreed upon procedures for management, accountability, direction, authority, and liabilities of the parties in conjunction with this effort.

2. BACKGROUND

This MOU is being executed for the purpose of enhancing the parties' efforts to combat, link, and solve violent crimes involving firearms. The parties have entered into this agreement to accomplish each party's objective to resolve violent crimes through participation in the NIBIN program.

The parties understand that participation in the NIBIN program is contingent on continued approval from the Bureau of Alcohol, Tobacco and Firearms (ATF) through a MOU between ATF and PPD, which is incorporated by reference into this MOU. The NIBIN network and certain associated computer systems are the property of ATF and the U.S. Government. ATF has granted PPD permission to use the NIBIN network and two computer systems (e.g., one entry station and one analysis station), which are under PPD's operational control. In addition, PPD owns certain computer systems (e.g., two entry stations, three analysis stations, and two data concentrators) and facility space, which are under PPD's exclusive control. As an ATF NIBIN partner, PPD may provide NIBIN network and systems access to another law enforcement agency provided the other law enforcement agency agrees to the same restrictions on the use of the NIBIN network and systems as placed on PPD.

The parties agree that PPD possesses the necessary network access, equipment, space and ballistic facility. The parties recognize that their objectives

are best met through integrated and coordinated actions that leverage their respective expertise and infrastructure through robust information sharing.

3. SCOPE

This MOU defines the responsibilities of the parties to the agreement.

The parties will be responsible for the following:

- a. Glendale Police Department will provide personnel who have successfully completed certification training for the purpose of acquiring, reviewing, and analyzing data.
- b. Glendale Police Department will be responsible for its own evidentiary chain of custody and will provide personnel to conduct their own examinations. No items of evidence will be stored at PPD facilities. Glendale Police Department will be responsible for entering its own evidence to include test fired specimens from recovered weapons.
- c. Glendale Police Department will adhere to any "use of equipment" schedule for routine use, review and analysis to promote efficient and effective operations of any PPD ballistics identification system. In the event of a high profile or urgent case, expedited processing outside of any "use of equipment" schedule may be necessary. The parties agree to communicate with any other affected parties to other PPD NIBIN agreements to ensure minimization of impact to the other parties.
- d. Glendale Police Department will comply with all federal security requirements related to the NIBIN program, network, or systems to ensure the integrity of the program. These requirements are set forth under NIBIN security policies and the ATF-PPD MOU incorporated by reference into this MOU.
- e. Glendale Police Department will adhere to the same restrictions on the use of the NIBIN program, network, or systems that have been placed upon PPD under the ATF-PPD MOU. This includes, but is not limited to, clauses in the ATF-PPD MOU regarding the scope of the NIBIN program, publicity, disclosure of information related to NIBIN, and personnel and training requirements. These requirements are set forth under the ATF-PPD MOU incorporated by reference into this MOU.

4. FUNDING

Each party to this MOU shall be responsible for its own costs associated with implementing its requirements under this MOU. Any expenditure of funds is subject to the availability of said funds.

5. DISCLOSURE AND USE OF INFORMATION

The parties agree to the following disclosure and use policy. The parties may share information with each other in accordance with the rules of its own agency. Information which is shared between the parties may be used by the recipient for any authorized law enforcement purpose.

6. SETTLEMENT OF DISPUTES

Disagreements between the parties arising under or related to this MOU will be resolved by consultation between the parties and will not be referred to a Federal or State court or entity for settlement. The parties agree to make every effort to settle disagreements at the lowest level appropriate under the circumstances. In the event of an impasse or issues beyond the authority of PPD and Glendale Police Department personnel involved, the matter in dispute will be referred to the parties' respective headquarters for resolution. This section does not affect PPD's right to seek indemnification under Paragraph 9 below.

7. COORDINATION AND DECONFLICTION

If analysis of a shell casing identifies a potential high confidence candidate that crosses regional jurisdictional boundaries, the parties agree to collaborate with other law enforcement agencies as quickly as possible to advance the investigation.

The parties will coordinate and deconflict through their representatives prior to taking operational action based in whole or in part from information received or derived from another party pursuant to this MOU.

8. AMENDMENT, TERMINATION, ENTRY INTO FORCE, AND DURATION

With regard to amendment, termination, entry into force, and duration of this agreement the following procedures apply:

- a. Except as otherwise provided, this MOU may only be amended by the mutual written consent of the parties' authorized representatives.
- b. This MOU may be terminated at any time upon the mutual written consent of the parties. In the event both parties consent to terminate this MOU, the parties agree to ensure termination on the most economical and equitable terms for both parties.
- c. Either party may terminate this MOU upon 30 days written notification to the other party.

In the event of such termination, the following rules apply:

- a. The termination party will continue to participate up to the effective date of termination.
- b. Each party will pay its own costs incurred as a result of termination.
- c. All information and rights therein received under the provisions of the MOU prior to the termination will be retained by the parties, subject to the provisions of this MOU.

9. INDEMNIFICATION

Each party agrees to defend, indemnify and hold harmless the other, including its employees and officers, for any and all claims, suits, causes or action, damages, or the like or for the cost incurred in any adjudication or settlement of the foregoing. This includes, but is not limited to, attorney's fees and costs, which may arise from any alleged use or misuse of documents, equipment, facilities or information provided by PPD pursuant to this MOU, or by any negligent or willful and wanton act or omission on the part of either party. This also specifically includes any costs incurred to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.

10. DURATION

This MOU will be effective upon signature of both parties and will remain in effect for five years. It may be extended by mutual written consent of the parties' authorized representatives.

11. ENTIRE AGREEMENT

The foregoing represents the entire agreement and understandings reached by the parties referred to herein. There are no representations or other provisions other than those contained herein, and any amendment to or modification of this MOU will be made only in writing and signed by the Parties.

In witness thereof, the parties have hereby executed this Memorandum of Understanding this _____ day of _____, 2014, by their duly authorized representative

FOR THE GLENDALE POLICE DEPARTMENT

Signature

Date

Name:

Title:

Location:

APPROVED AS TO FORM:

[Insert Title of Participating Agency Counsel)

Date

FOR THE PHOENIX POLICE DEPARTMENT

Signature

Date

Name:

Title:

Location:

APPROVED AS TO FORM:

Acting City Attorney

Date



Legislation Description

File #: 14-299, Version: 1

**ANNEXATION APPLICATION AN-197: ZANJERO PASS
(PUBLIC HEARING REQUIRED)**

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 197 (AN-197) as required by State Statute 9-471. The annexation is approximately 180 acres in size, and is located at the northeast corner of Citrus Road and Olive Avenue.

Background

This annexation involves 180 acres of land owned by a single property owner.

The property is presently vacant. It is the intent of the property owner to develop a single-family subdivision, with approximately 8 acres of neighborhood commercial on the immediate corner of Citrus Road and Olive Avenue.

The area is designated Low Density Residential, 0 to 1 dwelling unit per acre, on the General Plan. Currently the property is zoned R1-8 (Single Family Residential Zoning District - 8,000 Square Feet per Dwelling Unit) in Maricopa County. After annexation, the city applies the most compatible Glendale zoning district to a newly annexed property compared to the existing county zoning. The most compatible Glendale zoning district is R1-8 (Single Residence). This process will occur simultaneously with the annexation.

Simultaneous with this annexation request staff is processing a minor General Plan Amendment request for Medium Density Residential (2.5 to 3.5 dwelling units per acre) and General Commercial (GC) which, if adopted, would change the General Plan designation. Staff is also processing a rezoning request for C-1 (Neighborhood Commercial), R1-7 PRD (Single Residence with a Planned Residential Development overlay), R1-8 PRD (Single Residence with a Planned Residential Development overlay), and R1-10 PRD (Single Residence with a Planned Residential Development overlay) which would rezone the property to allow the proposed Zanjero Pass development, including 491 homes and an eight acre shopping center.

The proposed annexation is not within the noise contours of Luke Air Force Base. The proposed development complies with the policy of the Graduated Density Contours around Luke Air Force Base for residential development. All future development will comply with all state statutes and city zoning ordinance provisions for development in the vicinity of a military airport. The property is not within a flood plain or flood way and all drainage and storm water retention requirements of the city will be met.

Analysis

Staff recommends that this area be annexed to allow future growth and shopping opportunities for Glendale.

The request will implement Council direction to consider annexation requests anywhere within the Municipal Planning Area (MPA).

As required by state statute, the blank petition was filed with the Maricopa County Recorder on September 18, 2014. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed, thus the public hearing must occur during this 30 day window.

Per past Council direction, Glendale will not provide water and sewer service west of 115th Avenue. In keeping with the adopted Annexation Policy, viable private companies will provide water and sewer services for any annexed area located beyond the city's existing service area including this property. The property is presently within the water service area of EPCOR, and will be served by this private water provider.

The property is not within the certificated area of any sewer provider at present, and the property owner is a member of the Loop 303 Property Owners Group, working on a sewer solution with EPCOR, a private sewer provider to establish a certificated sewer service area with a dedicated sewer service provider, so that sewer service to the area can be established at time of development. Thus the provision of water and wastewater services to this area will be the responsibility of a viable private provider, and not the City of Glendale municipal utility system.

Previous Related Council Action

At Council Workshop on June 3, 2008, there was discussion on the entire MPA. Council provided direction that provision of water and sewer services to the geographic area located west of 115th Avenue would be paid for by property owners in this area with no impact on existing Glendale water and sewer customers elsewhere in the city. This position was reaffirmed at Council Workshop on August 21, 2012.

Council approved a memorandum of understanding on March 9, 2010 that would permit Global Water resources, a private sewer company, to provide sewer services in the Loop 303 Corridor area.

On October 2, 2012, staff made a formal presentation to the Council concerning the Loop 303 Corridor.

On October 23, 2012, Council adopted Resolution 4624 which authorized the City of Glendale to enter into a Pre-Annexation Development Agreement (PADA) and an agreement for Future Wastewater and Recycled Services Agreement (Wastewater Agreement). The PADA was between the city and participating landowners within the Loop 303 Corridor Development Group, including this property owner, while the Wastewater Agreement is between the city and Global Water Resources.

On September 24, 2013, City Council approved the assignment of the agreements, including the Wastewater Agreement from Global Water Resources to EPCOR Water, one of the existing private water and sewer providers within Glendale's Municipal Planning Area. This action allows EPCOR to be the water and sewer provider for much of this area.

At the January 24, 2014 City Council Workshop staff provided an annexation policy update to the Council concerning the City's adopted annexation policy. Staff also updated the Council concerning the PADA. Council noted that staff should continue as they have been doing and look at annexations as they come in.

At the August 5, 2014 City Council Workshop staff provided an annexation policy update to the Council concerning the City's adopted annexation policy. Zanjero Pass was one of three large development projects introduced to Council at the Workshop. During the Workshop, staff received guidance to continue with the annexation of this property.

Community Benefit/Public Involvement

Glendale 2025, the City's General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. A single Economic Impact Analysis of this property, along with the other properties participating as part of the Loop 303 Corridor Group was performed by Applied Economics. The analysis found that as a whole, at build out the city would realize positive revenues and additional population as a result of the annexation of this property and the others along Loop 303. Population growth and private sector investment will be realized in the short and long term as this area develops.

Annexation of an area requires that any future development meet the Glendale General Plan requirements as well as all other development standards for the city, rather than Maricopa County. This may include road improvements as required by the Transportation Division.

Annexation will implement Council direction to annex land located within the Loop 303 Corridor. The annexation would ensure city review of all development for compatibility with the mission of Luke Air Force Base.

Once annexed, the city is required to provide services. On undeveloped sites, the city has the opportunity to work with the applicant at the time of zoning to best plan for the provision of city services.

All property owners within the area to be annexed have been notified of the public hearing by first class mail. The proposed annexation area has been posted in three conspicuous places on the property and posted in *The Glendale Star*. No comments have been received.

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

**ANNEXATION PETITION
OF
THE CITY OF GLENDALE**

**A Portion of Section 26 of Township 3 North, Range 2 West of the
Gila and Salt River Base and Meridian,
Maricopa County, Arizona,**

Northeast Corner of Citrus Road and Olive Avenue Annexation

Blank Petition Recorded on: September 18, 2014

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
GLENDALE, ARIZONA:**

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Glendale, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto marked Exhibit "A" and made a part of, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Glendale to annex the following described territory, provided that the requirements of Arizona Revised Statutes Section 9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	LOT, BLOCK, SUBDIVISION OR ADDRESS

Exhibit "A"

That property known as "Zanjero Pass Parcel 1-3 Phase 2-4" as shown in Book 979, Page 26 of Official Records of Maricopa County, Arizona, being located in the West Half of Section 26, Township 3 North, Range 2 West of the Gila and Salt River Base and Meridian, Maricopa County, Arizona, further described as follows:

Beginning at an Iron Pipe accepted as the Southwest Corner of said section 26 from which a Rebar accepted as the South Quarter corner of said section bears South 89 degrees 59 minutes 27 seconds East, 2639.08 feet;

Thence North 00 degrees 23 minutes 32 seconds East, 2632.93 feet along the west line of said final plat and said west half of section 26 to an Aluminum Cap accepted as the West Quarter corner of said section;

Thence continuing along said west lines North 00 degrees 23 minutes 32 seconds East 989.02 feet to the northwest corner of said plat for Zanjero Pass;

Thence along the north line of said plat North 89 degrees 59 minutes 57 seconds East, 2642.94 feet to the northeast corner thereof;

Thence South 00 degrees 27 minutes 16 seconds West, 2,306.50 feet along the east line of said plat also being the east line of said west half section 26;

Thence North 89 degrees 58 minutes 45 seconds West, 1320.26 feet along a portion of said final plat boundary;

Thence South 00 degrees 25 minutes 24 seconds West, 1316.97 feet along a portion of said final plat boundary to a point on the south line of said section 26;

Thence North 89 degrees 57 minutes 27 seconds West, 1319.54 feet along said south line also being the south line of said final plat to the Point of Beginning.

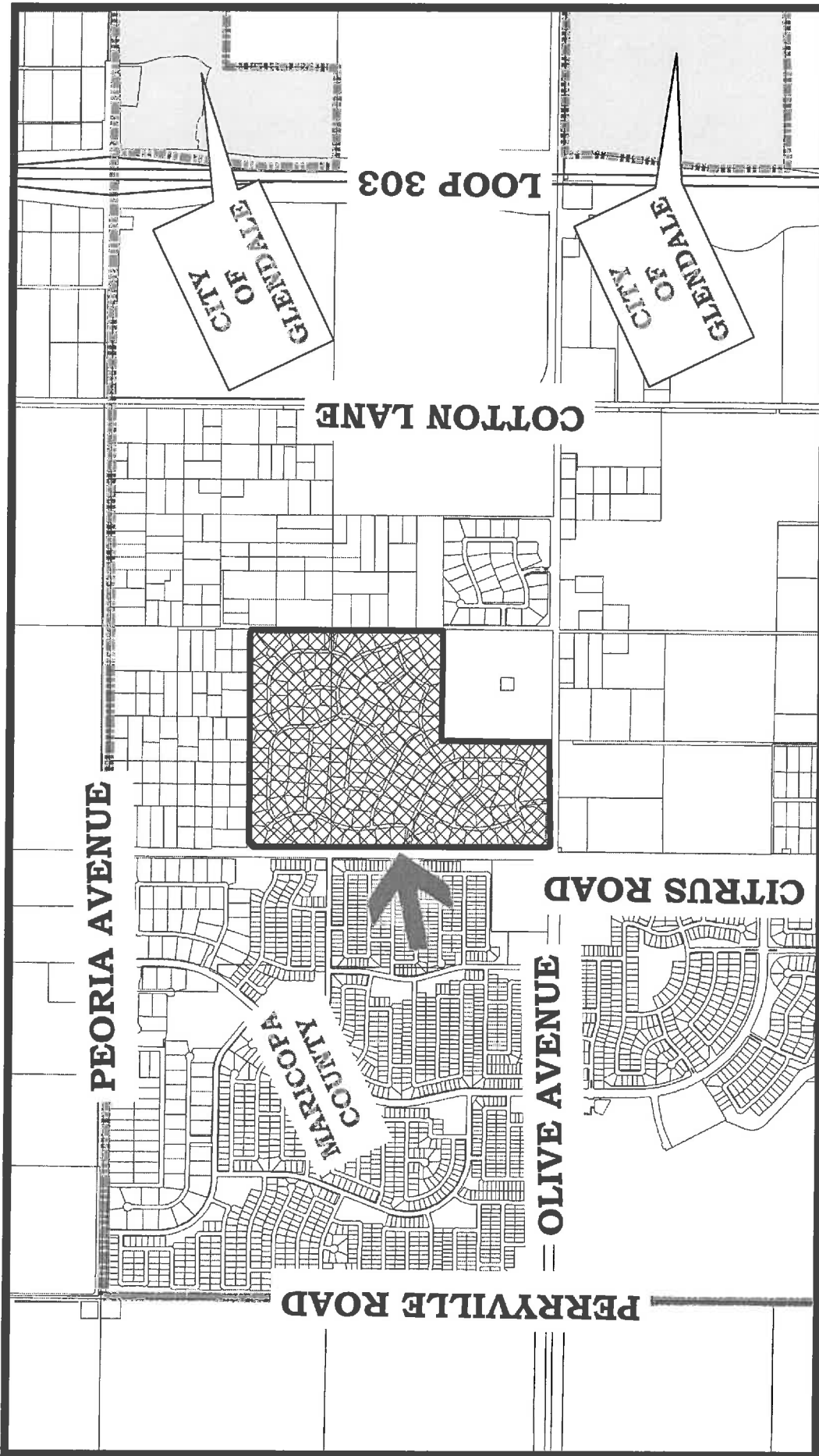


EXHIBIT "B"

CASE NO. AN-197

PROPOSED ANNEXATION OF APPROXIMATELY 180 ACRES AT THE NORTHEAST CORNER OF CITRUS ROAD AND OLIVE AVENUE.



-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation



CITY OF GLENDALE

ANNEXATION AREA NO.197
[AN-197]

CERTIFICATION OF MAP

I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

Mayor

ATTEST:

City Clerk

AFFIDAVIT

STATE OF ARIZONA)
) SS.
County of Maricopa)

ANNEXATION AREA NO. 197

THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.
2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.
3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

FURTHER YOUR AFFIANT SAYETH NOT

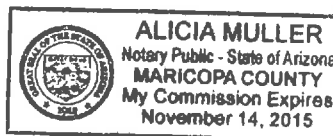
Thomas Ritz
THOMAS RITZ

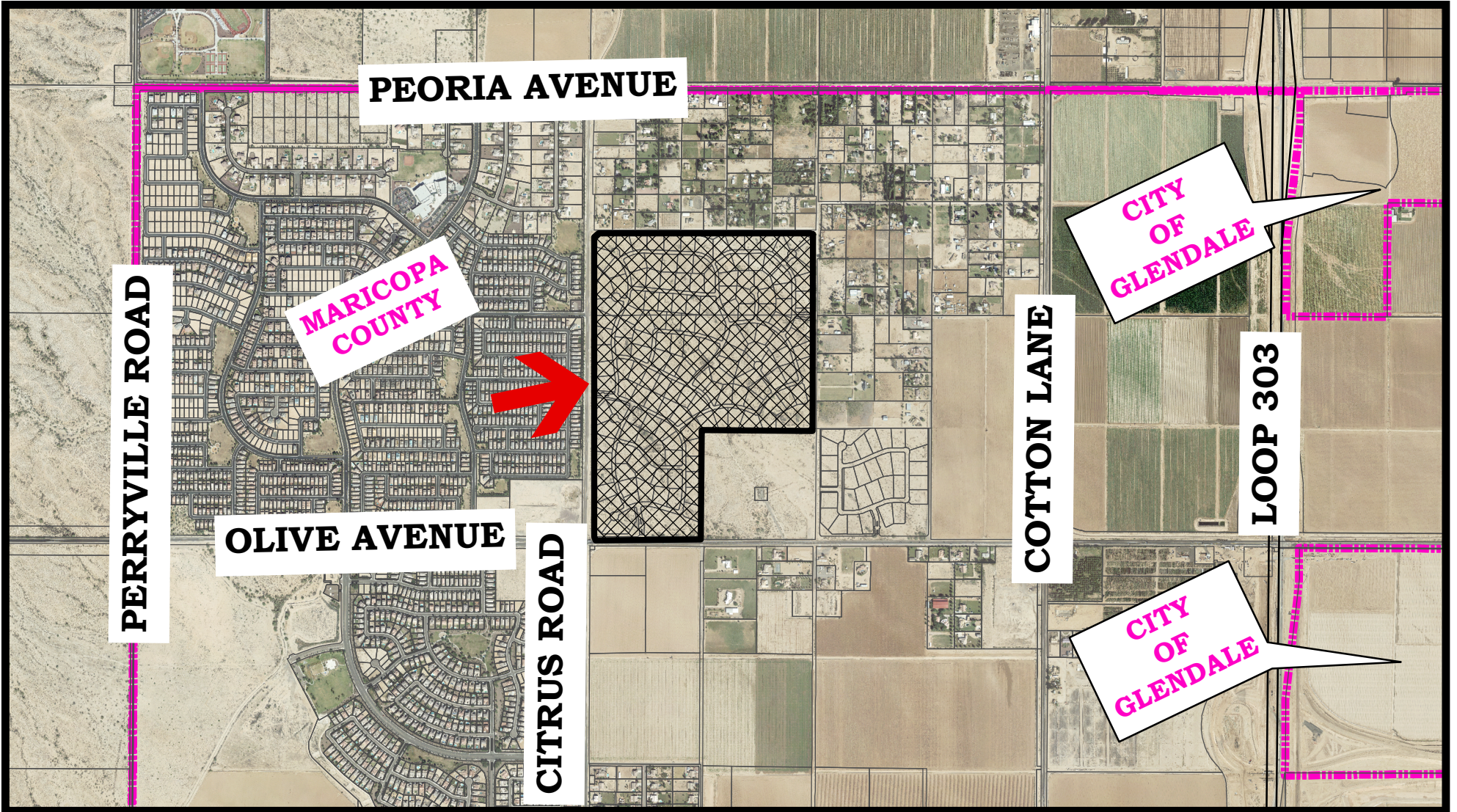
SUBSCRIBED AND SWORN to before me this 18th day of September, 2014.

Alicia Muller
Notary Public

My Commission Expires:

November 14, 2015





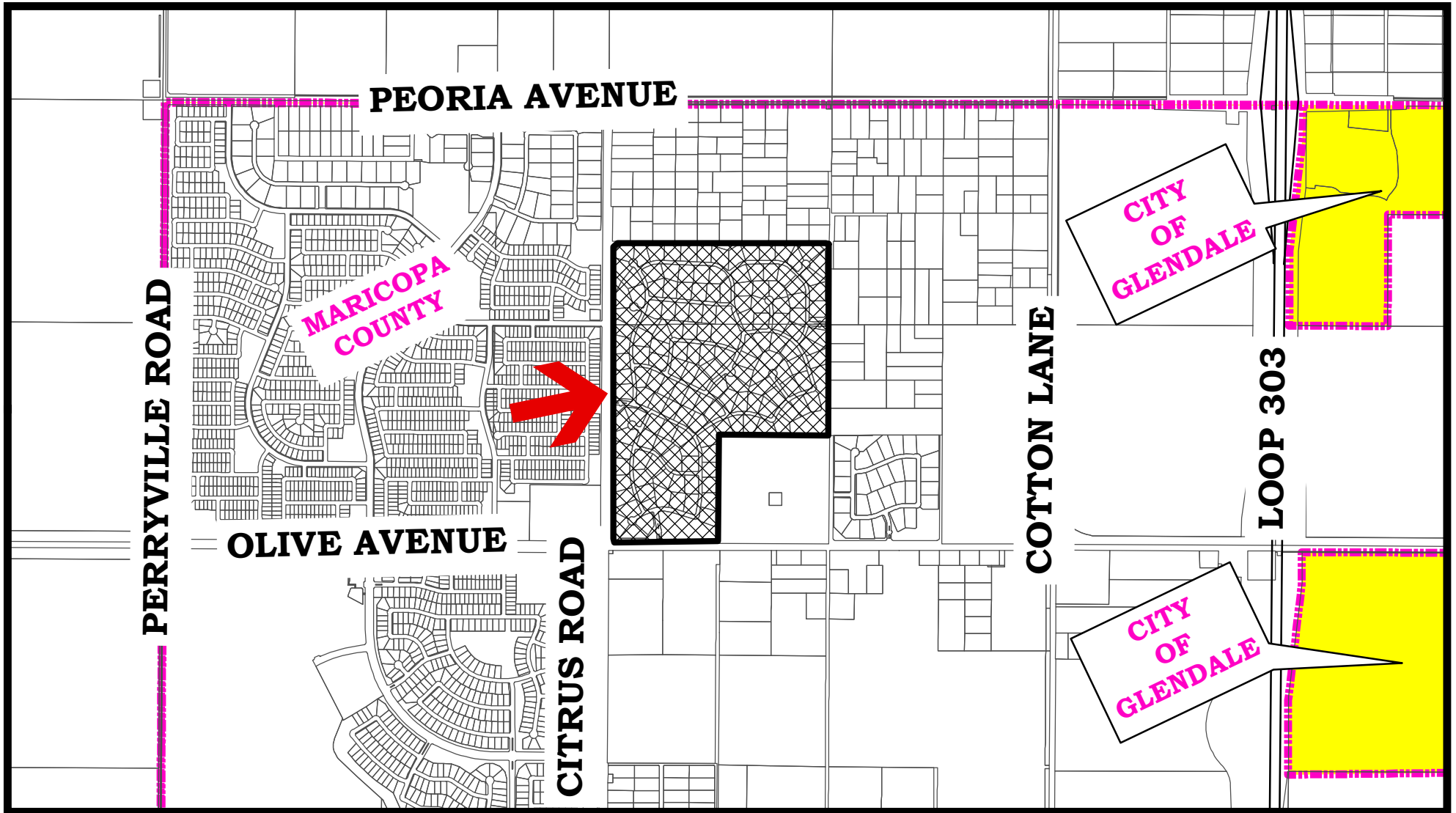
CASE NO. AN-197

**PROPOSED ANNEXATION OF APPROXIMATELY 180 ACRES AT
THE NORTHEAST CORNER OF CITRUS ROAD AND OLIVE AVENUE.**

----- Glendale City Boundaries

▨ Proposed Annexation





CASE NO. AN-197

PROPOSED ANNEXATION OF APPROXIMATELY 180 ACRES AT THE NORTHEAST CORNER OF CITRUS ROAD AND OLIVE AVENUE.



- Glendale City Boundaries
- City of Glendale
- Proposed Annexation





Legislation Description

File #: 14-300, Version: 1

**ANNEXATION APPLICATION AN-196: 99th AVENUE RIGHT-OF-WAY
(PUBLIC HEARING REQUIRED)**

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

Purpose and Recommended Action

This is a request for City Council to conduct a public hearing on the blank annexation petition for Annexation Area No. 196 (AN-196) as required by State Statute 9-471. The annexation is approximately 1.4 acres in size and is the east half of the 99th Avenue right-of-way, south of Bethany Home Road.

Background

This annexation involves 1.4 acres of property owned by two property owners. The property is presently the 99th Avenue right-of-way, including the 99th Avenue roadway. Improvements, including a traffic signal at the entrance to American Furniture Warehouse, will be made to 99th Avenue in the future. These improvements to 99th Avenue will be made to city standards.

This property was the subject of an intergovernmental agreement between the City of Glendale and Maricopa County, approved by Council on August 12, 2014. As outlined in the intergovernmental agreement, the responsibilities of the city are as follows:

8.3 The City shall annex the west 23 feet of the northwest $\frac{1}{4}$ of Section 16, Township 2 North, Range 1 East of the Gila and Salt River Base and Meridian. The City will maintain all existing pavement, traffic signals, striping and signage west of the section line. The City will not annex any land west of the section line.

8.4 The City shall make a formal request to the County for the annexation pursuant to law.

8.5 The City shall begin the annexation process upon approval of this Agreement and shall complete the annexation as soon as reasonably practicable.

The public hearing on the blank annexation petition by Council is one of the steps to comply with the adopted intergovernmental agreement.

Analysis

Staff recommends that this area be annexed.

As properties within the city limits and Glendale's Municipal Planning Area develop, it is in the city's best interest to take over operations and maintenance of certain roadways to control vehicular access and ensure

an efficient flow of traffic.

As required by state statute, the blank petition was filed with the Maricopa County Recorder on September 18, 2014. State statute requires that the City Council public hearing on the blank petition be held within the last 10 days of the 30 day waiting period after the blank petition is filed, thus the public hearing must occur during this 10 day window.

Previous Related Council Action

City Council completed the “strip annexation” in 1978 east of this property along 99th Avenue. This annexation established the present city limits along 99th Avenue as 23 feet east of the Section line. The “strip annexation” in 1978 also annexed the west 23 feet of the north 10 feet of Section 16, territory which the 2014 Intergovernmental Agreement specifies shall be annexed into Glendale. This strip annexation in 1978 was west of a prior strip annexation completed in 1977. The remaining property between Bethany Home Road and Missouri Avenue, which is the location of American Furniture Warehouse, was annexed in 1999.

The private property to the east of 99th Avenue at this location was rezoned to Planned Area Development (PAD) in 2010 for a project known as Bella Villagio. On February 25, 2014 Council rezoned the private property to Planned Area Development (PAD) with new stipulations for a project known as Bethany 101. The largest portion of this project is the recently completed American Furniture Warehouse.

Community Benefit/Public Involvement

Glendale 2025, the city’s General Plan, includes specific goals addressing the need for growth management. Annexation is a tool that can be used by the city to direct and manage growth. The Loop 101 Corridor is a significant employment center and retail destination. Job creation, employment opportunities, and private sector investment has taken place adjacent to 99th Avenue.

Annexation requires that any future development meets all development standards of the city, rather than Maricopa County. This may include road improvements as required by the Transportation Division.

When recorded, mail to:
City Clerk, City of Glendale
5850 West Glendale Avenue
Glendale, Arizona 85301

**ANNEXATION PETITION
OF
THE CITY OF GLENDALE**

**A Portion of Section 16 of Township 2 North, Range 1 East of the
Gila and Salt River Base and Meridian,
Maricopa County, Arizona,**

99th Avenue right-of-way South of Bethany Home Road Annexation

Blank Petition Recorded on: September 18, 2014

**TO THE HONORABLE MAYOR AND COUNCIL OF THE CITY OF
GLENDALE, ARIZONA:**

We, the undersigned, the owners of one-half or more in value of the real and personal property and more than one-half of the persons owning real and personal property that would be subject to taxation by the City of Glendale in the event of annexation within the territory proposed to be annexed, which is hereafter described, said territory being contiguous to the corporate limits of the City of Glendale, with the exterior boundaries of the territory proposed to be annexed shown on the legal description attached hereto marked Exhibit "A" and made a part of, and map attached hereto, marked Exhibit "B" and made a part hereof, request the City of Glendale to annex the following described territory, provided that the requirements of Arizona Revised Statutes Section 9-471, and amendments thereto are fully observed.

DATE	SIGNATURE OF OWNER	LOT, BLOCK, SUBDIVISION OR ADDRESS

Exhibit "A"

A portion of the northwest quarter of Section 16, Township 2 North, Range 1 East of the Gila and Salt River Meridian, Maricopa County, Arizona described as follows:

The West 23 feet of the Northwest quarter of said Section 16;

Except the West 23 feet of the North 10 feet of the Northwest quarter of said Section 16, previously annexed by the City of Glendale by Ordinance Number 1020 New Series.

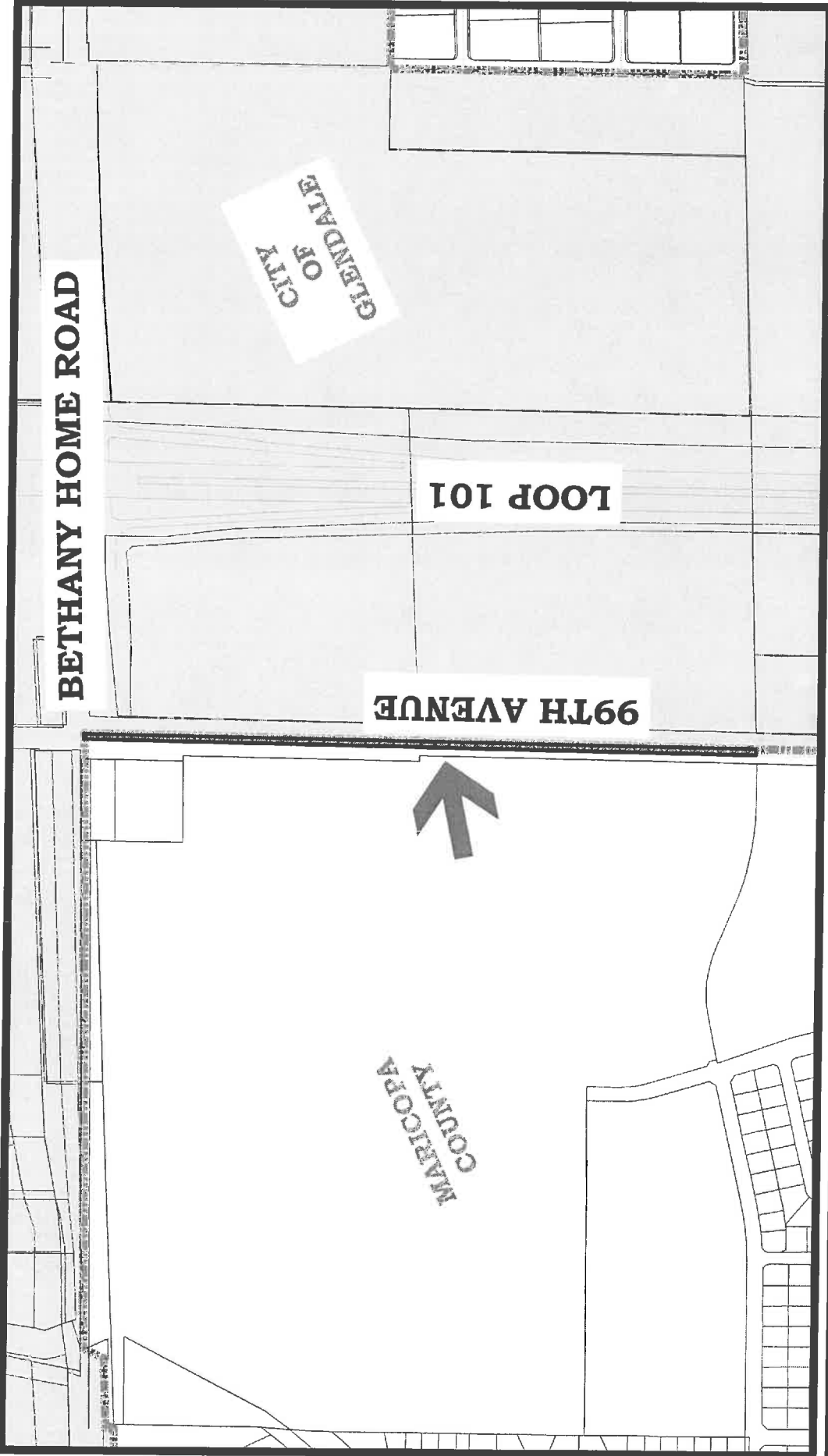


EXHIBIT "B"

CASE NO. AN-196

99TH AVENUE RIGHT-OF-WAY ANNEXATION

-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation





CITY OF GLENDALE

ANNEXATION AREA NO.196
[AN-196]

CERTIFICATION OF MAP

I, _____, Mayor of the City of Glendale, Arizona, do hereby certify that the foregoing map is a true and correct map of the territory annexed under and by virtue of the petition of the real and personal property owners in the said territory and by Ordinance No. _____, annexing the territory described in Ordinance No. _____ and as shown on said map as a part of the territory to be included within the corporate limits of the City of Glendale, Arizona.

Mayor

ATTEST:

City Clerk

AFFIDAVIT

STATE OF ARIZONA)
) SS.
County of Maricopa)

ANNEXATION AREA NO. 196

THOMAS RITZ, being first duly sworn, upon oath deposes and says:

1. I am a Senior Planner for the City of Glendale, Arizona. I am preparing this affidavit based on information in the files of the City.
2. No part of the area shown on the attached map and described in the attached annexation petition and legal description, as proposed to be annexed into the City of Glendale, to the best of the City of Glendale's information, knowledge and belief, is already subject to an earlier filing for annexation by any other municipality.
3. This affidavit has been prepared to comply with the requirements of A.R.S. 9-471(A) (6).

FURTHER YOUR AFFIANT SAYETH NOT

Thomas Ritz

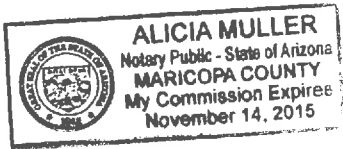
THOMAS RITZ

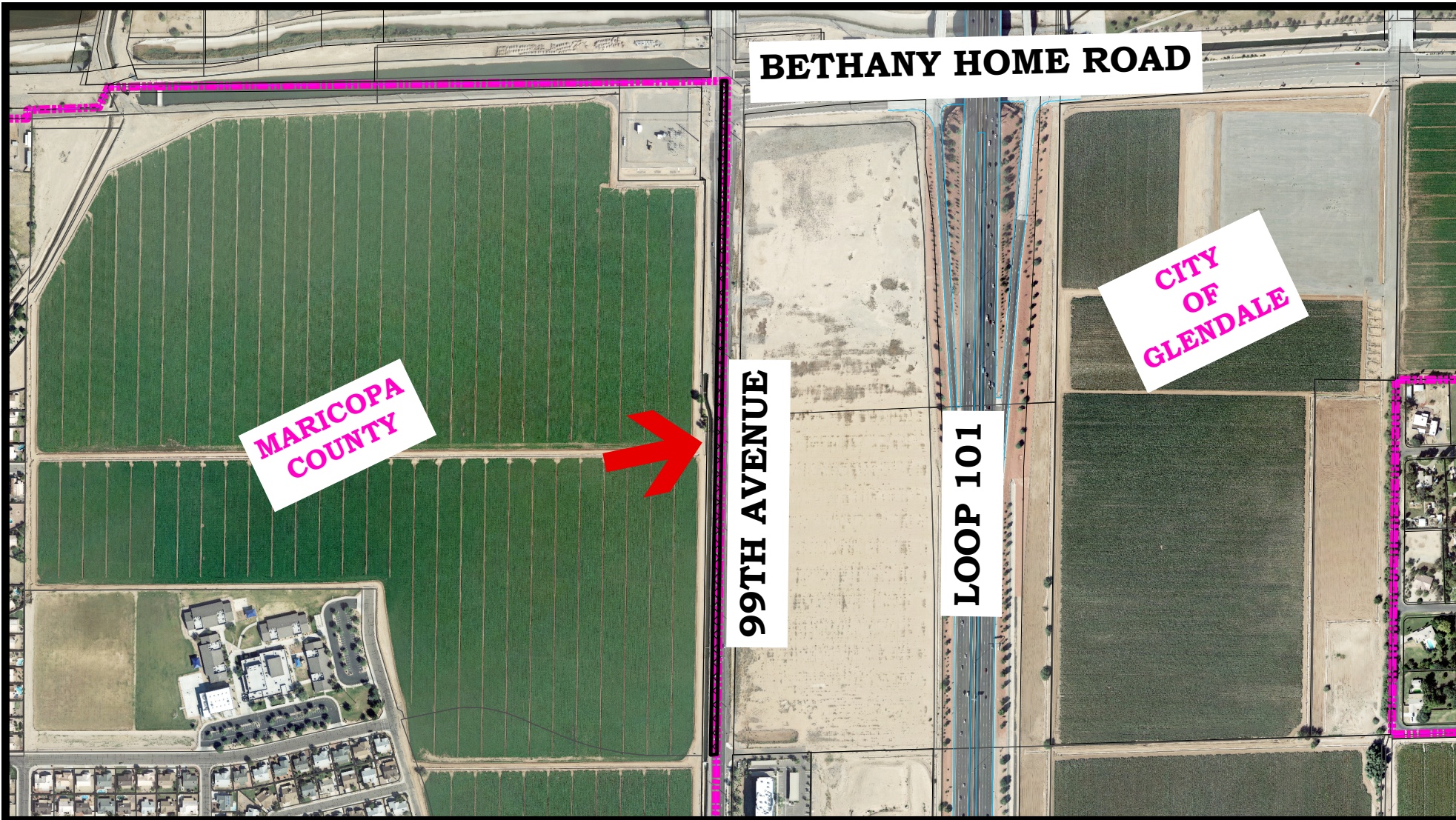
SUBSCRIBED AND SWORN to before me this 18 day of September, 2014.

Alicia Muller

Notary Public

My Commission Expires:
November 14, 2015





BETHANY HOME ROAD

**MARICOPA
COUNTY**

99TH AVENUE

LOOP 101

**CITY
OF
GLENDALE**

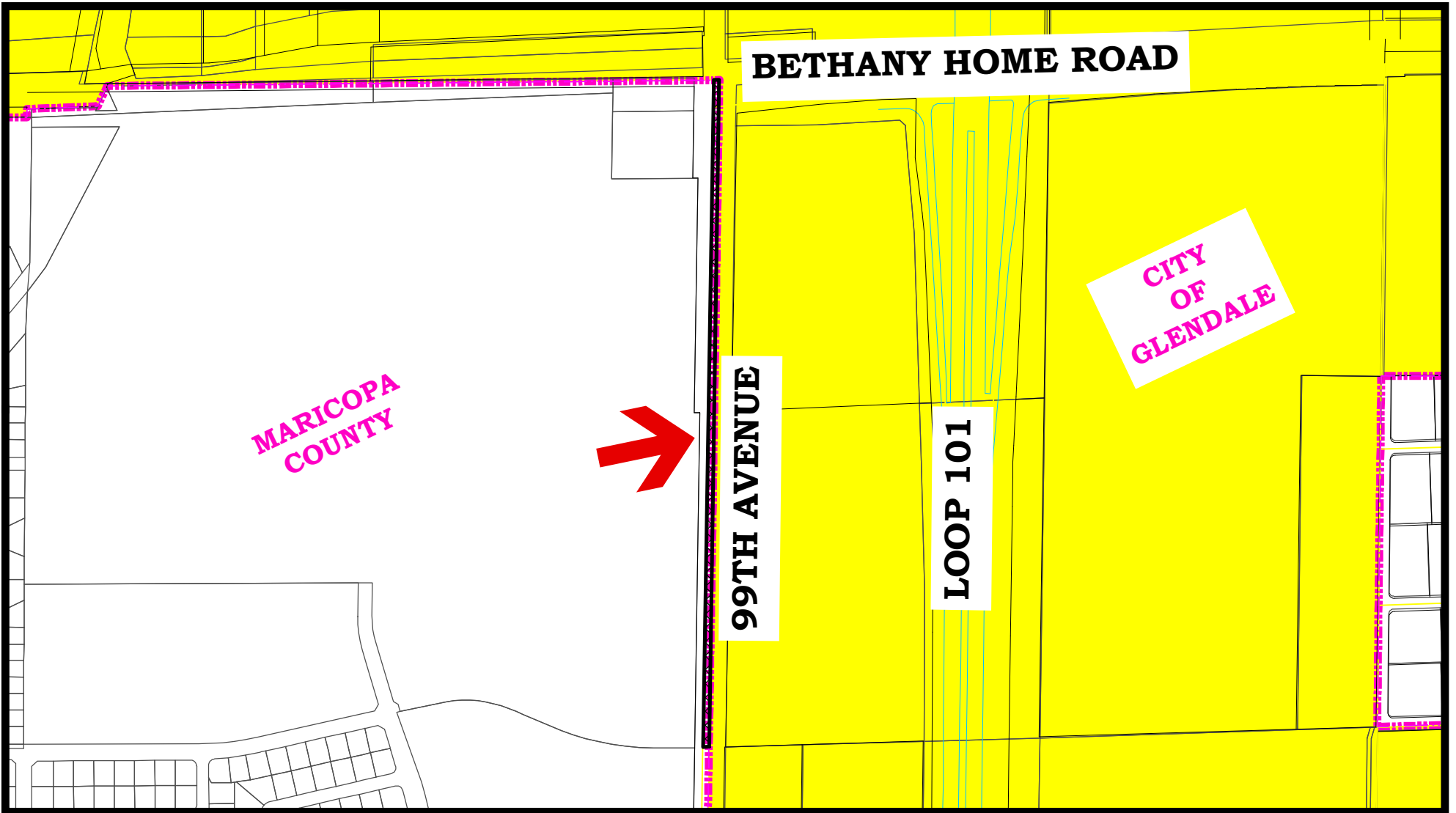
CASE NO. AN-196

99TH AVENUE RIGHT-OF-WAY ANNEXATION

 Glendale City Boundaries




 Proposed Annexation





CASE NO. AN-196

99TH AVENUE RIGHT-OF-WAY ANNEXATION

-  Glendale City Boundaries
-  City of Glendale
-  Proposed Annexation





Legislation Description

File #: 14-301, Version: 1

FINAL PLAT APPLICATION FP14-03: CATANIA - 8645 WEST GLENDALE AVENUE

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

Purpose and Recommended Action

This is a request by K-Hovnanian Homes for City Council to approve the final plat for Catania, a Planned Residential Development, located at 8645 West Glendale Avenue.

Staff recommends approval of Final Plat application FP14-03.

Background

Catania is a 73 lot residential subdivision on approximately 19.85 acres. Lot sizes vary from 5,091 square feet to 8,191 square feet.

The proposed final plat is consistent with the General Plan and the existing R1-7 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 Catania Planned Residential Development Plan.

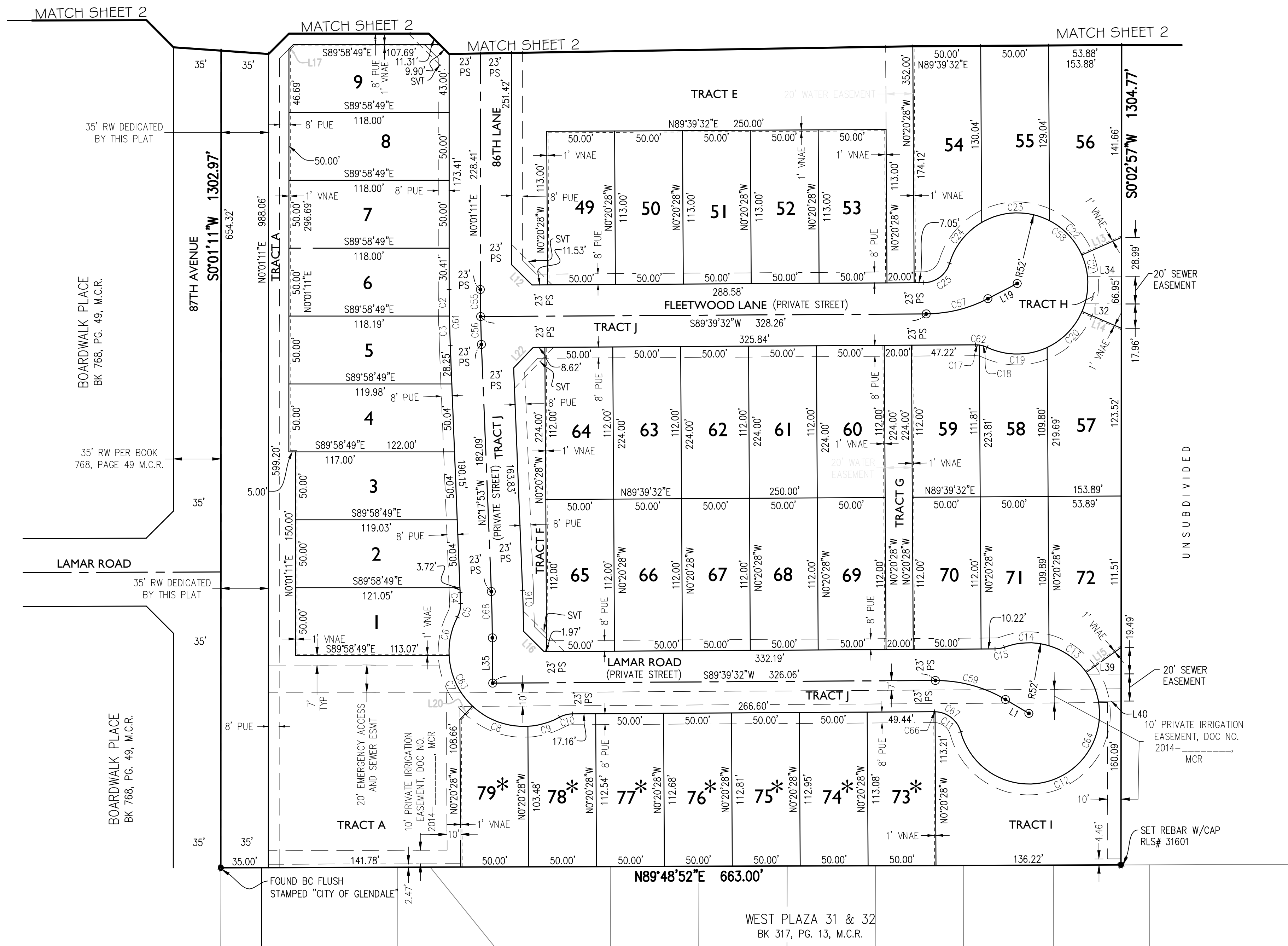
Previous Related Council Action

On May 13, 2014, Council approved Rezoning Application ZON13-02 for this subdivision.

The property was annexed on December 27, 1983.

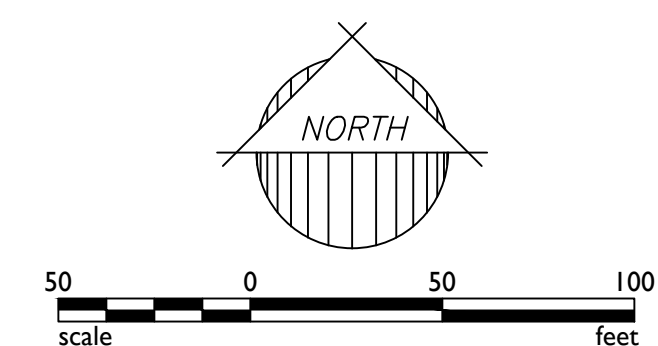
Community Benefit/Public Involvement

Approval of this request would allow future residential opportunities in an established part of the city with nearby amenities.



CURVE TABLE							CURVE TABLE						
CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG	CURVE	LENGTH	RADIUS	DELTA	TANGENT	CHORD	CHORD BRG
C1	138.82'	55.00'	144°36'49"	172.41'	104.80'	S45°42'35"W	C35	7.74'	20.00'	22°10'04"	3.92'	7.69'	S78°34'30"E
C2	19.60'	1023.00'	1°05'51"	9.80'	19.60'	S00°31'45"E	C36	12.50'	1023.00'	0°42'01"	6.25'	12.50'	N01°24'38"E
C3	21.79'	1023.00'	1°13'13"	10.89'	21.79'	S01°41'17"E	C37	8.43'	20.00'	24°09'49"	4.28'	8.37'	S78°15'33"E
C4	8.06'	977.00'	0°28'22"	4.03'	8.06'	S02°03'42"E	C38	33.20'	52.32'	36°21'47"	17.18'	32.65'	S84°24'55"E
C5	10.26'	20.00'	29°24'23"	5.25'	10.15'	S12°52'41"W	C39	45.16'	52.00'	49°45'35"	24.12'	43.75'	N52°21'37"E
C6	29.34'	55.00'	30°33'36"	15.03'	28.99'	S12°18'04"W	C40	166.35'	52.00'	183°17'29"	1809.86'	103.96'	N64°09'56"W
C7	42.04'	55.00'	43°47'53"	22.11'	41.03'	S24°52'40"E	C41	7.39'	52.00'	8°08'47"	3.70'	7.39'	S20°06'56"W
C8	44.60'	55.00'	46°27'53"	23.61'	43.39'	S70°00'33"E	C42	25.70'	20.00'	73°37'00"	14.97'	23.97'	S52°51'02"W
C9	24.44'	55.00'	25°27'26"	12.42'	24.24'	N74°01'47"E	C43	9.90'	20.00'	28°21'27"	5.05'	9.80'	N76°09'44"W
C10	9.90'	20.00'	28°21'27"	5.05'	9.80'	N75°28'48"E	C44	14.98'	55.00'	15°36'17"	7.54'	14.93'	N69°47'09"W
C11	25.70'	20.00'	73°37'57"	14.97'	23.97'	S51°55'32"E	C45	42.37'	55.00'	44°08'06"	22.30'	41.33'	S80°20'40"W
C12	181.90'	52.00'	200°25'42"	288.59'	102.35'	N64°40'36"E	C46	12.46'	55.00'	12°59'04"	6.26'	12.44'	S51°47'05"W
C13	34.40'	52.00'	37°54'02"	17.85'	33.77'	N54°29'17"W	C47	34.03'	55.00'	35°26'46"	17.58'	33.49'	S27°34'10"W
C14	33.52'	52.00'	36°55'45"	17.36'	32.94'	S88°05'50"W	C48	34.98'	55.00'	36°26'37"	18.11'	34.40'	S08°22'31"E
C15	6.99'	20.00'	200°1'34"	3.53'	6.95'	S79°38'45"W	C49	9.90'	20.00'	28°21'27"	5.05'	9.80'	S12°25'05"E
C16	30.28'	1023.00'	1°41'45"	15.14'	30.28'	N01°27'01"W	C50	252.11'	52.00'	277°46'49"	45.38'	68.38'	N25°04'03"W
C17	2.79'	20.00'	7°59'07"	1.40'	2.79'	S86°20'55"E	C51	49.45'	100.00'	28°19'48"	25.24'	48.94'	N75°29'38"E
C18	6.10'	20.00'	17°29'19"	3.08'	6.08'	S73°36'42"E	C52	30.39'	1000.00'	1°44'28"	15.19'	30.38'	N00°53'25"E
C19	45.63'	52.00'	50°16'24"	24.40'	44.18'	N89°59'46"E	C53	53.06'	100.00'	30°24'06"	27.17'	52.44'	N75°08'25"W
C20	37.68'	52.00'	41°31'11"	19.71'	36.86'	N44°05'58"E	C54	251.04'	52.00'	276°36'04"	46.33'	69.18'	N25°47'30"E
C21	42.76'	52.00'	47°06'51"	22.67'	41.56'	N00°13'03"W	C55	19.91'	1000.00'	1°08'28"	9.96'	19.91'	S00°33'03"E
C22	35.37'	52.00'	38°58'28"	18.40'	34.69'	N43°15'42"W	C56	20.54'	1000.00'	1°10'36"	10.27'	20.54'	S01°42'35"E
C23	52.17'	52.00'	57°29'02"	28.52'	50.01'	S88°30'33"W	C57	47.22'	100.00'	27°03'20"	24.06'	46.78'	N76°07'52"E
C24	39.16'	52.00'	43°09'02"	20.56'	38.24'	S38°11'30"W	C58	252.77'	52.00'	278°30'59"	44.79'	67.88'	N24°07'31"W
C25	25.50'	20.00'	73°02'33"	14.81'	23.80'	S53°08'16"W	C59	54.16'	100.00'	31°01'50"	27.76'	53.50'	N74°49'33"W
C26	29.69'	977.00'	1°44'28"	14.84'	29.69'	N00°53'25"E	C60	9.33'	1023.00'	0°31'21"	4.67'	9.33'	S01°29'58"W
C27	25.98'	20.00'	74°26'00"	15.19'	24.19'	S53°07'28"E	C61	41.38'	1023.00'	2°19'04"	20.69'	41.38'	S01°08'21"E
C28	34.94'	52.00'	38°30'12"	18.16'	34.29'	S35°09'34"E	C62	8.89'	20.00'	25°28'26"	4.52'	8.82'	N77°36'15"W
C29	52.58'	52.00'	57°56'18"	28.79'	50.37'	S83°22'50"E	C63	140.42'	55.00'	146°16'48"	181.48'	105.27'	S45°33'32"E
C30	40.10'	52.00'	44°11'13"	21.11'	39.12'	N45°33'25"E	C64	249.82'	52.00'	275°15'29"	47.43'	70.09'	N27°15'42"E
C31	42.75'	52.00'	47°06'23"	22.67'	41.56'	N00°05'24"W	C65	30.39'	1000.00'	1°44'28"	15.19'	30.38'	S00°53'25"W
C32	31.12'	52.00'	34°17'02"	16.04'	30.65'	N40°47'07"W	C66	0.56'	20.00'	1°35'58"	0.28'	0.56'	S89°32'29"E
C33	49.00'	52.00'	53°59'41"	26.49'	47.21'	N84°55'28"W	C67	26.26'	20.00'	75°13'55"	15.41'	24.41'	N52°43'31"W
C34	0.53'	52.00'	0°35'13"	0.27'	0.53'	S67°47'05"W	C68	34.16'	1000.00'	1°57'25"	17.08'	34.15'	N01°19'10"W

LINE TABLE			LINE TABLE		
LINE	BEARING	LENGTH	LINE	BEARING	LENGTH
L1	N59°18'37"W	20.05'	L21	N62°31'11"W	15.65'
L2	S44°50'21"W	35.47'	L22	N43°40'50"E	20.85'
L3	S31°12'42"E	17.97'	L23	S89°39'32"W	5.00'
L4	S43°44'52"E	28.13'	L24	N61°19'44"E	22.58'
L5	N45°08'59"E	21.39'	L25	N00°01'11"E	19.27'
L6	S89°57'02"E	23.56'	L26	N01°45'38"E	78.12'
L7	N45°25'08"E	21.36'	L27	N59°56'22"W	19.62'
L8	N66°21'25"E	29.44'	L28	N00°01'11"E	41.25'
L9	S66°32'12"E	29.26'	L29	S44°58'49"E	4.69'
L10	N44°17'25"W	20.82'	L30	S44°58'49"E	21.21'
L11	N45°42'35"E	21.60'	L31	N44°58'49"W	21.21'
L12	N45°09'39"W	21.15'	L32	S89°57'02"E	26.98'
L13	N66°04'28"E	31.96'	L33	S89°57'02"E	23.53'
L14	S66°48'45"E	31.55'	L34	S89°57'02"E	25.01'
L15	N54°27'45"E	31.52'	L35	N00°20'28"W	33.34'
L16	N45°15'42"W	21.18'	L36	N04°26'13"E	40.87'
L17	N45°01'11"E	4.69'	L37	N04°26'13"E	17.55'
L18	N45°01'11"E	21.21'	L38	N05°31'44"W	45.63'
L19	S62°36'12"W	24.31'	L39	N89°39'32"E	24.65'
L20	N43°19'51"E	13.49'	L40	N89°39'32"E	16.71'



2045 S. Vineyard Ave., Suite 101
Mesa, AZ 85210
T: 480.503.2250 | F: 480.503.2258
www.epsgroupinc.com

EPS GROUP

Project: **CATANIA**
A Planned Residential Development
GLENDALE, ARIZONA

Final Plat

Revisions:

Call it first! Read the plat carefully before you begin excavating.

ARIZONA
Due to the 2014 Arizona State Seal redesign, the Arizona State Seal is no longer valid in Maricopa County. (REG2014-110)

Designer: *mk/gh*
Drawn by: *mk/gh*

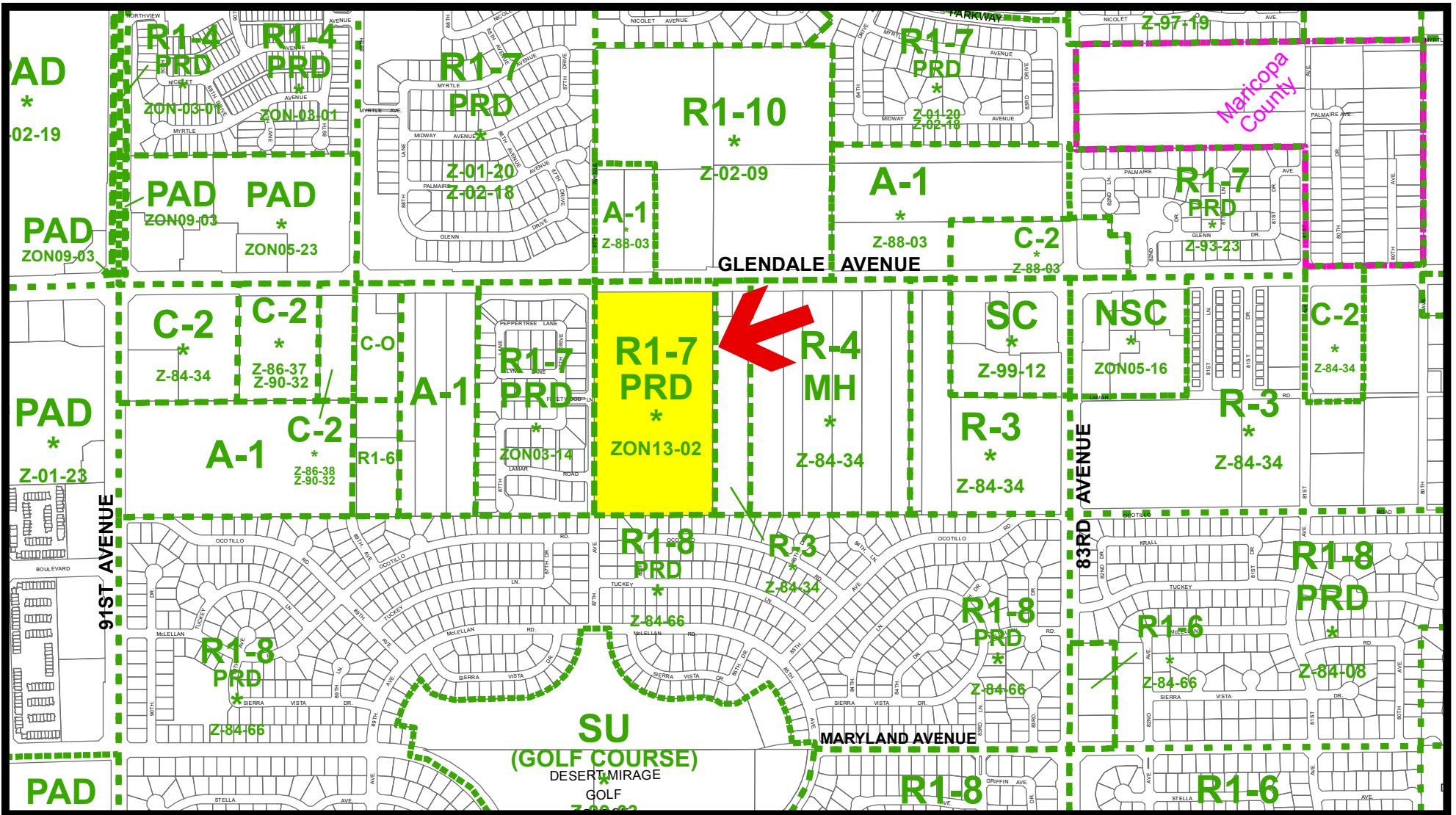
21071
MARY F. KENNEDY
ARIZONA U.S.A.
EXPIRES: 6/30/16

Job No.
13-153

FP03

Sheet No.
3
of 3

FP 14-03



CASE NUMBER

FP14-03

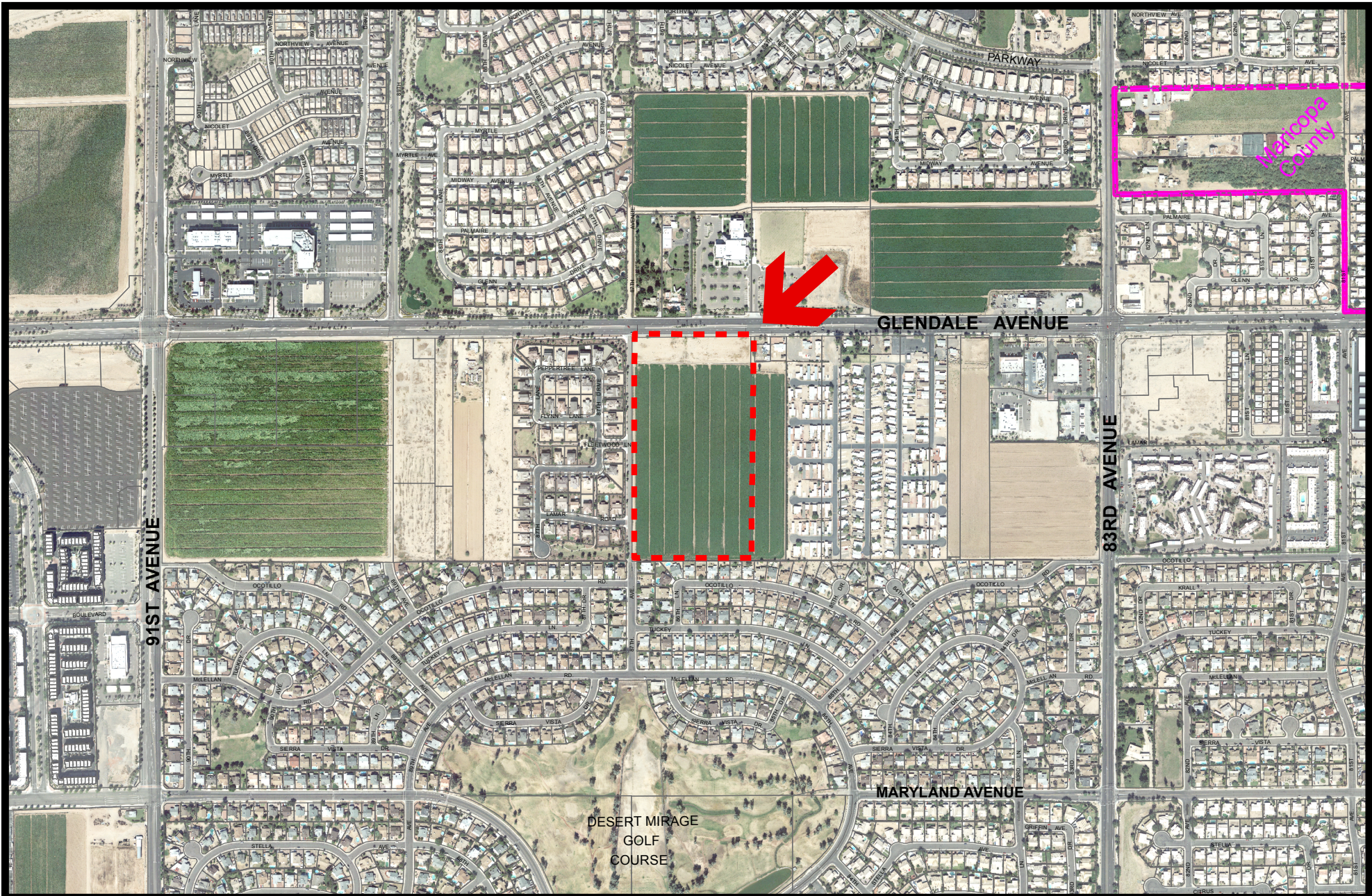


REQUEST

FINAL PLAT APPROVAL FOR "CATANIA."

LOCATION

8645 W. GLENDALE AVENUE



Aerial Date: November 2012



CASE NUMBER
FP14-03





Legislation Description

File #: 14-268, Version: 1

AUTHORIZATION TO ENTER INTO A LEASE AGREEMENT WITH SOMETHING SPECIAL EVENTS, LLC TO OPERATE A RESTAURANT AT THE GLENDALE MUNICIPAL AIRPORT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance authorizing the City Manager to enter into a lease agreement with Something Special Events, LLC for operation of a restaurant in the terminal building at the Glendale Municipal Airport.

Background

The Glendale Municipal Airport's terminal building was designed and constructed to include a full-service restaurant. Glendale's airport restaurant attracts recreational pilots, provides a meeting place during airport events, and offers convenient mealtime access for airport tenants and nearby businesses and appeals to the general public interested in enjoying a good meal in a general aviation airport setting. Since 1988, several operators have leased the Airport restaurant space; however, retaining a stable, long-term tenant has proved challenging.

Analysis

In July 2014, a Request for Proposals (RFP) was issued to solicit operators for the Glendale Airport Restaurant. The city received one response from Something Special Events, LLC that was reviewed and accepted by staff. Something Special Events, LLC has been in the airport restaurant and aviation catering business for over 15 years, and their staff has owned and managed a restaurant at the Scottsdale Airpark.

The initial term of the lease will be for five years, with the option of an additional ten years, renewable in two-year increments. The rent for the first five years will be \$800 per month. Something Special Events, LLC will be responsible for all utility services provided to the restaurant space and the patio seating.

This opportunity for an operator with corporate aviation catering contracts as part of their business will provide the staying power the city has been seeking in a restaurant tenant. Something Special Events, LLC will also provide Airport users and the public with a great setting for breakfast and lunch. The owners propose to name their operation "Something Special Aviation Café."

Previous Related Council Action

Council approved the previous Airport restaurant lease on November 22, 2011, and the amendment to that lease on February 26, 2013.

Community Benefit/Public Involvement

The restaurant provides quality food services for the Glendale Airport's aviation community, Airport visitors, surrounding businesses and citizens of Glendale. Something Special Events, LLC brings over 15 years of restaurant and catering experience and will provide the essential food services needed at the Airport.

Budget and Financial Impacts

This revenue enhancement opportunity will generate revenue for Glendale. All revenue generated from this lease will be deposited into the Airport's Lease Revenue Fund.

ORDINANCE NO. 2905 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING AND DIRECTING THE CITY MANAGER AND CITY CLERK TO EXECUTE A GLENDALE MUNICIPAL AIRPORT RESTAURANT LEASE AGREEMENT WITH SOMETHING SPECIAL EVENTS LLC FOR OPERATING A RESTAURANT IN THE TERMINAL BUILDING AT THE GLENDALE MUNICIPAL AIRPORT.

WHEREAS, the City is the owner of the Glendale Municipal Airport and the Terminal Building located thereon; and

WHEREAS, the City desires to lease to Something Special Events LLC certain space at the Glendale Airport Terminal Building.

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

SECTION 1. That the City has determined that certain space at the Glendale Municipal Airport Terminal Building shall be leased to Something Special Events LLC for the operation of a restaurant.

SECTION 2. That the City Manager and City Clerk are hereby authorized and directed to execute the Glendale Municipal Airport Restaurant Lease Agreement, a copy of which is on file with the Clerk 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 _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager
l_airport_something special

**GLENDALE MUNICIPAL AIRPORT
RESTAURANT LEASE AGREEMENT**

This Lease Agreement ("this Lease ") is between the City of Glendale, an Arizona municipal corporation (the "City"), and Something Special Events LLC, an Arizona limited liability company ("Lessee").

WHEREAS, the City is the owner of the Glendale Municipal Airport located at 6801 North Glen Harbor Blvd. (the "Airport") and the Terminal Building located at that site; and

WHEREAS, the City desires to lease to Lessee, in connection with Lessee's operations, certain areas of the Terminal Building; and

WHEREAS, Lessee desires to lease or otherwise secure from the City certain areas, facilities, rights, licenses, services and privileges at the Airport, on the terms and conditions specified below.

THEREFORE, in consideration of the following mutual covenants and conditions, the parties hereby agree as follows:

1. LEASE; PRIVILEGES; RESTRICTIONS.

A. The City hereby leases to Lessee approximately 1729 square feet of restaurant space and a patio dining area of approximately 512 sq. ft. located within the existing Airport Terminal Building as shown and designated as Suite 104 on Exhibit A (the "Property").

B. The City grants to Lessee the following privileges, uses and rights:

1. The general use of all public facilities and improvements which are now or may hereafter be constructed at the Airport, including the runways, approach areas, taxiways and navigational aids.

2. The right of ingress and egress from the Property over and across designated Airport property and the public roadways serving the Airport, and the public parking areas, to be utilized by the Lessee, its agents, employees and invitees.

3. In addition to said general privileges, uses and rights, the City hereby grants to Lessee the right to engage in the business of a full service restaurant from the leased premises, subject to the conditions and covenants hereinafter set forth. The leased premises shall be used for no purpose other than the operation of a full service restaurant and catering business.

C. All rights granted to Lessee under this Lease are non-exclusive. The City may, in

its sole discretion and at any time, permit third parties to conduct any and all business activities at the Airport which the City deems appropriate, or conduct such activities itself, provided that such activities do not require the use of the Property.

- D. Lessee is required to operate its restaurant seven days per week, from 6:30 A.M. until 2:30 P.M., every week, legal holidays excluded, unless Lessee obtains permission from the Airport Administrator not to remain open every day. Lessee's restaurant shall be open to the public during normal breakfast, lunch and optional dinner hours.

2. TERM.

- A. Lessee's lease on the premise is for five (5) years, commencing on October 15, 2014, or the date the City executes the Lease, and expires on October 15, 2019, unless sooner terminated pursuant to the provisions of this agreement.
- B. Lessee may renew this agreement five (5) times each for a two-year period, subject to the same terms and conditions set forth herein, provided that the Lessee is not in default of its obligations at the time of renewal or on more than one occasion during the term of this Agreement, and the Lessee and the City agree upon the rent for the premises during the extension period.

3. RENT.

- A. As rent for its right to use the Property, Lessee shall pay, without notice and free from all claims, deductions and setoffs against the City, the following amounts:

Eight Hundred Dollars (\$800) per month.

- B. Lessee's base rent shall be due in advance on or before the first day of each calendar month.
- C. If Lessee fails to pay any rent in full on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made.

4. BOOKS AND RECORDS.

At all times during the term of this Lease, Lessee shall keep, in accordance with generally accepted accounting principles, separate and accurate records of Lessee's gross revenues, showing in detail all business transacted on or from the leased premises. The City shall have the right to inspect and copy the books and records of Lessee with respect to Lessee's operations under this Lease at any time during normal business hours. Information acquired by the City concerning Lessee's financial records shall not be made public except as required by law.

Lessee shall maintain all such books and records at a mutually agreeable location in the

City.

5. EQUIPMENT.

The City shall supply for Lessee's use, the equipment, furnishings and supplies listed in Exhibit B, attached hereto. Lessee shall have the exclusive right to use the listed property in its operations of the leased premises during the term of this Lease. Such property shall remain the property of the City and shall not be removed from the leased premises without the written permission of the Airport Administrator. Lessee shall be responsible for all repairs, maintenance and replacement of such property and shall return such property (or replacements thereof) to the City at the termination of this Lease in as good a condition as such property was in at the start of this Lease, normal wear and tear expected. All replacement property must be purchased by the Lessee and may not be leased by the Lessee. Lessee shall supply all other equipment, furnishings and supplies, which Lessee deems necessary to operate its business, at its sole expense.

6. UTILITIES.

Monthly sewer and garbage service is provided by the City. Lessee shall be responsible for electricity, gas, and telephones, and water. The City will separately meter electricity and gas and bill Lessee for such utilities provided indirectly to Lessee through the City's metering (the parties acknowledge that the gas submeter is not yet installed, and that until the submeter is installed Lessee will pay Four Hundred Fifteen Dollars (\$415) per month for gas). With respect to water, City will bill Lessee for the difference between the average water bill during the six month period preceding the execution of this Lease when the Property was unoccupied (the "Unoccupied Period") and the monthly water bill received following execution of this Lease. The average monthly water bill during the Unoccupied Period was Forty Dollars and Ninety-Eight Cents (\$40.98). Lessee is solely responsible for its telephone service. Lessee shall pay all utility charges billed directly to it by third parties before such charges are delinquent, and Lessee shall pay all billings from the City within fifteen (15) days of receipt of the City's bills. If Lessee fails to pay utility bills due to the City on or before the due date, Lessee shall be responsible for interest on the unpaid principal balance at the rate of 18% per annum from the due date until payment in full is made, and may be subject to default of this agreement. Lessee is encouraged to recycle materials and use the containers provided on the south side of the terminal building. Lessee is responsible for all on-premises janitorial and maintenance services, including routine service of the kitchen evaporative cooling units, fire suppression and hood system, and sanitary sewer system (grease trap).

7. IMPROVEMENTS.

A. Lessee shall make no additional improvements or modifications to the leased premises without the prior written consent of the City. Before commencing improvements or modifications, Lessee shall submit detailed construction plans

and specifications to the City and upon completion of any improvements or modifications, Lessee shall furnish to the City two complete sets of detailed plans and specifications of the work as completed. Prior to the start of any construction, improvements or modifications to the leased premises, Lessee shall secure all applicable building permits and approvals from the City. In addition, Lessee shall furnish any additional information concerning any proposed improvements or modifications which the City may deem necessary with regard to the safety of the leased premises and/or compatibility with the general use of the Airport.

B. The City may require modifications to the leased premises necessary for the safety of air navigation. If any improvements or modifications to the leased premises made by Lessee should interfere with any FAA navigational aid, Lessee shall be responsible for removing the interference at its sole cost. All improvements and modifications made by Lessee shall be constructed in a good, workmanlike manner and must comply with applicable City ordinances and building codes.

C. Lessee shall keep the leased premises and all improvements thereon free of any mechanic's or materialmen's liens or liens of any kind or nature for any work done, labor performed or material furnished on or to the leased premises. If any such lien is filed, Lessee shall, at its sole cost, cause such lien to be removed from the leased premises within thirty days (30) of notice thereof.

D. Lessee shall begin construction of any improvements and modifications to the leased premises within a reasonable period of time following the City's approval and, if necessary, the issuances of a building permit for the construction. Lessee shall diligently pursue construction of the improvements or modifications and shall complete construction in accordance with the schedule for completion to be agreed upon by the City. All improvements and modifications made by Lessee which become fixtures to the leased premises shall become the property of the City, at no cost to the City, upon the expiration or termination of this Lease, free of any security interest or claims of any kind from or through Lessee. If Lessee is not in default of any of its obligations under this Lease and can remove any of its trade fixtures at its own expense without materially damaging the leased premises, Lessee may remove such fixtures at the termination or expiration of this lease.

8. LEASE PERFORMANCE BOND.

In addition to any other bond required by this Lease, Lessee shall, no later than thirty (30) days from the effective date of this Lease, provide the City with a cash deposit, certified check or performance bond in the amount of \$30,000.00. The performance bond shall be

conditioned upon Lessee's faithful performance of all of its obligations under this Lease. The bond shall include a provision allowing the prevailing party in any litigation or arbitration on such bond to recover as part of its judgment or award such party's reasonable attorney's fees incurred in the litigation or arbitration. The bond shall be executed by a surety company duly authorized to do business in Arizona and acceptable to the City's Risk Manager.

9. ACCEPTANCE; MAINTENANCE; REPAIRS.

- A. Lessee warrants that it has inspected the Property and accepts possession of the Property and the improvements thereon "as is" in its present condition, and subject to all limitations imposed upon the use thereof by the rules and regulations of the F.A.A. and by ordinances of the City, and Lessee acknowledges the suitability and sufficiency of the Property for the uses permitted hereunder. Except as may otherwise be specifically provided for herein, the City shall not be required to maintain or to make any improvements, repairs or restorations upon or to the Property or to any of the improvements presently located thereon. Under no circumstances shall the City have any obligation to repair, maintain or restore any improvements placed upon the Property by Lessee.
- B. Lessee shall be solely responsible, at its cost, for all repairs and maintenance whatsoever on the Property and shall maintain all improvements thereon in a good workmanlike manner, whether such repair or maintenance be ordinary or extraordinary. Additionally, Lessee, without limiting the generality hereof, shall:
1. Keep at all times, in a clean and orderly condition and appearance, the Property, all improvements thereon and all of Lessee's fixtures, equipment and personal property which are located on any part of the Property. Lessee shall be responsible for all janitorial services on the Property;
 2. Be responsible for the maintenance and repair of all existing utility services lines or lines subsequently placed on the Property and used by Lessee exclusively; and
 3. Repair any damage caused by Lessee, or its agents, employees, customers, or invitees, to the Airport caused by any hazardous materials, including oil, gasoline, grease, lubricants or other flammable liquids and substances having a corrosive or detrimental effect thereon.
- C. If Lessee fails to maintain, clean, repair, replace, rebuild or repaint within a period of thirty (30) days after written notice from the City to do any maintenance or repair work required to be done by Lessee, the City may terminate this Lease or, at its option, enter the Property, without such entering causing or constituting a

termination of this Lease or any interference with the possession of the Property, and repair, replace, rebuild or paint any part of the Property or the improvements thereon, and do all things reasonably necessary to accomplish the work required. All costs thereof shall be payable on demand to the City by Lessee. If in the opinion of the City, Lessee's failure to perform any such maintenance endangers the safety of the public, the employees or property of the City or other tenants at the Airport, the City may, in its sole discretion, elect to perform such maintenance at any time after the giving of such notice.

Lessee shall pay on demand to the City all costs of such work. If the City, its officers, employees or agents undertake any work hereunder, Lessee hereby waives any claim for damages, consequential or otherwise, resulting there from except for claims for damages arising from the City's sole negligence. The foregoing shall in no way affect or alter the primary obligations of the Lessee as set forth in this Lease and shall not impose upon the City any obligations unless stated otherwise herein.

10. ADDITIONAL OBLIGATIONS OF LESSEE.

- A. Lessee shall at all times employ and designate a manager to supervise and manage its operations hereunder. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Administrator, Lessee shall provide, and its employees shall wear or carry, badges or other suitable means of identification.
- B. Lessee shall conduct its operations hereunder in an orderly and proper manner, considering the nature of such operation, so as not to unreasonably annoy, disturb, endanger or be offensive to others. Lessee shall take all reasonable measures:
 - 1. Not to produce on the Airport any disturbance that interferes with the operation by the City or the F.A.A., of air navigational, communication or flight equipment on the Airport.
 - 2. To reduce to a minimum vibrations tending to damage any equipment, structure or building.
- C. Lessee shall control the conduct and demeanor of its officers, agents, employees, customers, or invitees, and upon objection from the City concerning the conduct or demeanor of any such person, Lessee shall immediately take all lawful steps necessary to remove the cause of the objection.
- D. Lessee shall comply with all written instructions of the City in disposing of its trash and refuse and shall use a system of refuse disposal and recycling approved by the City.
- E. Lessee shall not commit nor permit to be done anything which may result in the

commission of a nuisance, waste or injury on the Property.

- F. Lessee shall not do, nor permit to be done, anything which may interfere with the effectiveness or accessibility of the drainage system, sewerage system, fire protection system, sprinkler system, alarm system and fire hydrants and hoses, if any, installed or located on the Property.
- G. Lessee shall take measures to ensure security in accordance with generally accepted security procedures.
- H. Lessee shall not do, nor permit to be done, any act or thing upon the Property:
 - 1. Which may constitute a hazardous condition so as to increase the risks attendant upon the operations permitted by this Lease; or
 - 2. Which will invalidate or conflict with any fire insurance policies or regulations, Uniform Fire Code, N.F.P.A. Standard No. 409 for operation of aircraft, and other provisions as applicable to the Property or other contiguous premises at the Airport.
- I. Lessee shall at all times employ and designate an on-site manager to supervise and manage its operations hereunder. Lessee shall employ a sufficient number of trained personnel on duty to provide for the efficient and proper compliance with its obligations under this Lease. Upon request of the Airport Administrator, Lessee shall provide and its employees shall wear or carry, badges or suitable means of identification.
- J. Lessee shall not overload any floor, structure or structural member on the Property, or any paved area on the Airport. Lessee will pay the City for any repairs required due to Lessee's negligence.
- L Lessee shall maintain a 100% percent rating with the Maricopa County Health Department. Lessee shall file each Maricopa County Health Department inspection report with Airport Administrator within five (5) days after Lessee's receipt of the same. If Lessee receives an inspection report of less than 100% percent, Lessee shall remedy the defects noted by the Maricopa County Health Department within fourteen (14) days after Lessee's receipt of such report.

11. ASSIGNMENT AND SUBLETTING.

Lessee shall not assign or sublease any of its interest under this Lease, nor permit any other person to occupy the Property without the prior written consent of the City, such consent not to be unreasonably withheld. The City may, as a condition of approval, require that any potential transferee submit biographical and financial information to the City at least thirty days prior to any transfer of Lessee's interest.

12. ADVERTISING SIGNS.

Lessee may install on the Property, subject to the City's sign ordinance, signs identifying its business. The number, general type, size and location of signs must be approved in writing by the Airport Administrator and City Planning Department prior to installation.

13. INGRESS AND EGRESS.

In accordance with the Airport Rules and Regulations, the City may, at any time, temporarily or permanently, close or consent to or request the closing of, any roadway or taxiway at the Airport and any other way at, in or near the Property presently or hereafter used as such, so long as a reasonable means of ingress and egress remain available to Lessee. Lessee hereby releases and discharges the City, its officers, employees and agents, and all other governmental authorities from all claims, demands, or causes of action which Lessee may at any time have against any of the foregoing, arising out of the closing of any roadway or other area, provided that a reasonable means of access to the Property remain available to Lessee. Lessee shall not do or permit anything to be done, which will interfere with the free access and passage of others to space adjacent to the Property or to any roadways near the Property.

14. DEFAULT; TERMINATION BY CITY.

A The City may terminate this Lease by giving Lessee thirty (30) days written notice after the happening of any of the following events:

1. The failure of Lessee to perform any of its obligations under this Lease, provided that Lessee fails to cure any default within said 30-day notice period;
2. The filing of any lien against the Property because of any act or omission of Lessee which is not discharged within thirty (30) days of receipt of actual notice by Lessee.

B. The City may place Lessee in default of this Lease by giving Lessee 10 days written notice of Lessee's failure to timely pay the rent provided for in this Lease or any other charges required to be paid by Lessee pursuant to this Lease. During said 10-day notice period, Lessee shall cure said default; otherwise, the City may elect to terminate this Lease or do any of the following:

1. Institute action(s) to enforce this Lease;
2. Take possession of the Property, together with improvements, fixtures, and equipment therein contained without terminating this Lease, and on behalf of

Lessee relet the same or any part thereof for a term, shorter, longer, or equal to the then unexpired remainder of the Lease term. The City may at any time after taking possession terminate this Lease by giving notice to Lessee and sue for damages;

3. Terminate this Lease, without further notice to Lessee, re-enter the Property and recover damages, including but not limited to, all costs of repossession and reletting and brokerage commissions for services performed by or for the City;
 4. Exercise the "Remedies of Landlord" as set forth in Arizona Revised Statutes, Title 33;
 5. Exercise any other remedy allowed by law or equity.
- C. The City may terminate this Lease immediately, upon written notice to Lessee, if Lessee abandons its operations at the Airport. For purposes of this Lease, Lessee shall be conclusively deemed to have abandoned its operations at any time that Lessee fails to offer or provide authorized services for a period of ten (10) consecutive days without the written consent of the Airport Administrator.
- D. If Lessee at any time fails to maintain all insurance coverage required by this Lease, the City shall have the right, upon written notice to Lessee, to immediately terminate this Lease or to secure the required insurance at Lessee's expense.
- E. Upon the termination of this Lease for any reason, all rights of Lessee shall terminate, including all rights of Lessee's creditors, trustees, and assigns, and all others similarly situated as to the Property.
- F. Failure by the City to take any authorized action upon default by Lessee of any of its obligations hereunder shall not constitute a waiver of said default nor of any subsequent default by Lessee. Acceptance of rent and other fees by the City under the terms hereof for any period after a default by Lessee of any of its obligations shall not be deemed a waiver or estoppel of the City's right to terminate this Lease for any subsequent failure by Lessee to comply with its obligations.

15. TERMINATION BY LESSEE.

Lessee may terminate this Lease at any time that it is not in default in its obligations by giving the City thirty (30) days written notice after the happening of any of the following events:

- A. Issuance by a court of competent jurisdiction of an injunction in any way preventing or restraining Lessee's use of any substantial portion of the Property and the remaining in force of such injunction for a period of thirty (30) consecutive days.

- B. The inability of Lessee to use any substantial portion of the Property for a period of thirty (30) days, due to the enactment or enforcement of any law or regulation or because of fire, earthquake or similar casualty, or Acts of God or the public enemy.
- C. The lawful assumption by the United states Government of the operation, control or use of the Airport or any substantial part of it for military purposes in time of war or national emergency.

16. INDEMNIFICATION.

Lessee shall defend, indemnify and hold harmless the City and its elected or appointed officials, agents, boards, commissions and employees (hereinafter referred to collectively as the "City" in this Section) from all loss, damages or claims of whatever nature, including attorney's fees, expert witness fees and costs of litigation, which arise out of any act or omission of Lessee or its agents, employees, customers, and invitees (hereinafter referred to collectively as "Lessee" in this Section) in connection with Lessee's operations at the Airport and which result directly or indirectly in the injury to or death of any persons or the damage to or loss of any property, or arising out of the failure of Lessee to comply with any provisions of this Lease. The City shall in all instances, except for loss, damages or claims resulting from the sole negligence of the City, be indemnified by Lessee against all such loss, damages or claims, regardless of whether the loss, damages or claims are caused in part by the negligence, gross negligence or fault of the City. The City shall give Lessee prompt notice of any claim made or suit instituted which may subject Lessee to liability under this Section, and Lessee shall have the right to compromise and defend the same to the extent of its own interest. The City shall have the right, but not the duty, to participate in the defense of any claim or litigation with attorneys of the City's selection without relieving Lessee of any obligations hereunder. Lessee's obligations hereunder shall survive any termination of this Lease or Lessee's activities at the Airport.

17. INSURANCE.

Lessee shall procure and at all times maintain the proper insurance that relates to its operations from the Property. :

- A. Comprehensive general public liability and property damage insurance in the amount of \$500,000 per person and \$1,000,000 combined single limit per occurrence.
- B. Comprehensive automobile liability insurance for all owned, non-owned and leased vehicles in the amount of \$500,000 per person and \$1,000,000 combined single limit for bodily injury and property damage per occurrence.
- C. Worker's compensation and employer's liability coverage in the amounts required by law.

- D. Such other insurance as the City's Risk Manager determines to be necessary for Lessee's operations.

Such insurance shall be in a form satisfactory to and from a company acceptable to the City's Risk Manager, shall name the City as an additional insured and shall require 30 days' written notice to the City before modification or termination. The insurance must also include contractual liability coverage for the obligation of indemnity assumed in this Lease.

18. QUIET ENJOYMENT.

So long as Lessee shall timely pay the rent required under this Lease and perform all of its other obligations under this Lease, Lessee shall peaceably have and enjoy the exclusive use of the Property and all the privileges granted herein for use of the Airport.

19. DAMAGE OR DESTRUCTION.

- A. If the Property or any improvements thereon, insurable or uninsurable, are damaged or destroyed (except damage or destruction caused by Lessee as set forth in Subsection C) to such an extent Lessee is prevented from continuing operations, the City shall have the option of repairing or reconstructing the Property and improvements substantially as they were immediately prior to such casualty, or in a new or modified design, or to terminate this Lease by written notice to Lessee. If the City elects not to repair or reconstruct the Property, Lessee may terminate this Lease by written notice to the City.

If the City elects to repair or reconstruct as set forth above, the rent provided for herein shall be fully abated during the period from the date of such damage or destruction until the same is repaired or reconstructed. Such abatement shall not exceed the actual time required for arranging for and the doing of such work. The City shall have no obligation to repair or rebuild any fixtures, equipment or other personal property installed by Lessee pursuant to this Lease, whether damage or destruction to the Property is partial or entire.

- B. If damage or destruction to the Property (except damage or destruction caused by Lessee as set forth in Subsection C) is partial and does not prevent Lessee from continuing operations, the City shall promptly commence repairing such partial damage and complete the same with diligence. To the extent that such partial damage is covered by any of Lessee's insurance, Lessee shall reimburse the City for its costs of repair or replacement. If the insurance proceeds exceed the City's costs of repair or replacement, Lessee shall retain the excess.

- C If the improvements on the Property are damaged or destroyed by fire or any cause whatsoever attributable in whole or in part to any act or omission of Lessee or its agents, employees or invitees, Subsections A and B shall not apply and this Lease shall continue in full force and effect. Lessee shall promptly repair or rebuild the

improvements so damaged or destroyed, at Lessee's own cost, in a good workmanlike manner to the same standards existing at the time of the casualty, subject to applicable building codes existing at the time of repair or rebuilding.

Upon the failure of Lessee to promptly repair or rebuild, the City may repair or rebuild the damaged or destroyed improvements, and Lessee shall reimburse the City, on demand, for all costs of such work.

- D. There shall be no obligation on the part of the City to reimburse Lessee for the loss or damage to fixtures, equipment or other personal property of Lessee. Lessee, for its own protection, may separately insure such fixtures, equipment or other personal property as it so desires.

20. SURRENDER OF POSSESSION.

Upon the expiration or termination of this Lease, Lessee's right to occupy the Property and exercise the privileges and rights herein granted shall cease, and it shall surrender the same and leave the Property in good condition, normal wear and tear excepted. Unless otherwise provided herein, all trade fixtures, equipment, and other personal property installed or placed by Lessee on the Property shall remain the property of Lessee, and Lessee shall have the right at any time during the term of this Lease, and for an additional period of ten (10) days after its expiration, to remove the same from the Property; provided that Lessee is not in default of any of its obligations hereunder and that Lessee shall repair, at its sole cost, any damage caused by such removal. Any property not removed by Lessee within said 10-day period shall become a part of the Property, and ownership thereto shall vest in the City.

21. NOTICE.

All notices required or permitted to be given under this Lease may be personally delivered or mailed by certified mail, return receipt requested, postage prepaid, to the following addresses:

TO THE CITY: City of Glendale
 Attention: Airport Administrator
 6801 N. Glen Harbor Blvd., #201
 Glendale, Arizona 85307

TO LESSEE: Something Special Events, LLC
 Attention:
 Michelle Robinson
 7311 E. Evans Rd.
 Scottsdale AZ 85260

Any notice given by certified mail shall be deemed to be received on the next business day after the date of mailing. Either party may designate in writing a different address for notice purposes pursuant to this Section.

22. SEVERABILITY.

Should any provision of this Lease be declared invalid by a court of competent jurisdiction, the remaining terms shall remain effective, provided that elimination of the invalid provision does not materially prejudice either party with regard to its respective rights and obligations.

23. TAXES AND LICENSES.

A Lessee shall pay any leasehold tax, possessory interest tax, sales tax, personal property tax, transaction privilege tax or other exaction assessed or assessable as a result of its occupancy of the Property or conduct of business at the Airport under authority of this Lease, including any such tax assessable on the City. In the event that laws or judicial decisions result in the imposition of a real property tax on the interest of the City, such tax shall also be paid by Lessee for the period this Lease is in effect.

B. Lessee shall, at its own cost, obtain and maintain in full force and effect during the term of this Lease all licenses and permits required for the operations authorized by this Lease.

24. LITIGATION.

This Lease shall be governed by the laws of the State of Arizona. In the event of any litigation or arbitration between the City and Lessee arising under this Lease, the successful party shall be entitled to recover its attorney's fees, expert witness fees and other costs incurred in connection with such litigation or arbitration. Both parties hereby waive any right to a jury trial which they may otherwise have in the event of litigation arising under this Lease and consent to a trial to the court.

25. RULES AND REGULATIONS.

Lessee shall at all times comply with all federal, state and local laws, ordinances, rules and regulations which are applicable to its operations, the Property (including the Americans with Disabilities Act), or the operation, management, maintenance or administration of the Airport, including all laws, ordinances, rules and regulations adopted after the effective date of this Lease. Lessee shall display to the City, upon request, any permits, licenses, or other evidence of compliance with such laws. All rules and regulations and minimum operating standards for the Airport, as currently existing or as may be amended or adopted, are hereby incorporated in this Lease.

26. RIGHT OF ENTRY RESERVED.

- A. The City shall have the right at all reasonable times to enter upon the Property for any lawful purpose, provided such action does not unreasonably interfere with Lessee's use, occupancy or security of the Property.
- B. Without limiting the generality of the foregoing, the City and any furnisher of utilities and other services shall have the right, at its own cost, whether for its own benefit or for the benefit of others at the Airport, to maintain existing and future utility, mechanical, electrical and other systems and to enter upon the Property at all reasonable times to make such repairs, replacements or alterations thereto which may, in the opinion of the City, be deemed necessary or advisable and from time to time to construct or install over, in or under the Property such systems or parts thereof and, in connection with such maintenance, use the Property for access to other parts of the Airport otherwise not conveniently accessible; provided that in the exercise of such right of access, repair, alteration or new construction, the City shall not unreasonably interfere with the actual use and occupancy of the Property by Lessee.
- C. If any personal property of Lessee shall obstruct the access of the City or any utility company furnishing utility service to any of the existing utility, mechanical, electrical or other systems, thus interfering with the inspection, maintenance or repair of any such system, Lessee shall move such property, as directed by the City or utility company, in order that access may be had to the system for inspection, maintenance or repair. If Lessee fails to move such property after direction from the City or utility company to do so, the City or the utility company may move it, and Lessee shall pay on demand the cost of such moving. Lessee hereby waives any claim for damages as a result therefrom, except for claims for damages arising from the City's sole negligence.
- D. Exercise of any or all of the foregoing rights by the City or others pursuant to the City's rights shall not constitute an eviction of Lessee, nor be made the grounds for any abatement of rent or any claim for damages.

27. F.A.A. REQUIRED PROVISIONS.

- A. Lessee shall, in the event facilities are constructed, maintained or otherwise operated on the Property for a purpose for which a D.O.T. program or activity is extended or for another purpose involving the provision of similar services or benefits, maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to Title 49, Code of Federal Regulations ("C.F.R."), D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- B. Lessee agrees that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination in the use of the Property;

- C. (2) in the construction of any improvements on, over or under the Property and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or otherwise be subject to discrimination; and
(3) Lessee shall use the Property in compliance with all other requirements imposed by or pursuant to Title 49, C.F.R., D.O.T., Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964, and any amendments thereto.
- D. In the event of breach of any of the above nondiscrimination covenants, the City shall have the right to terminate this Lease and to reenter and repossess the Property and hold the same as if this Lease had never been made or issued. This provision does not become effective until the procedures of 49 C.F.R. Part 21 are followed and completed including expiration of appeal rights.
- E. Lessee shall furnish its accommodations and/or services on a fair, equal and not unjustly discriminatory basis to all users thereof and it shall charge fair, reasonable and not unjustly discriminatory prices for each unit or device; provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.
- F. Non-compliance with Subsection D shall constitute a material breach thereof, and in the event of such non-compliance, the City shall have the right to terminate this Lease without liability therefore, or, at the election of the City or the United States, either shall have the right to judicially enforce Subsection D.
- G. Lessee shall insert the above five provisions in any lease by which Lessee grants a right or privilege to any person, firm or corporation to render accommodations and/or services to the public on the Property.
- H. Lessee shall undertake an affirmative action program as required by 14 C.F.R. Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, national origin or sex be excluded from participating in any employment activities covered in 14 C.F.R. Part 152, Subpart E. Lessee agrees that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this Subsection. Lessee shall require its covered sub-organizations to provide assurances to Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their sub-organizations, as required by 14 C.F.R. 152, Subpart E, to the same effect.
- I. The City reserves the right to further develop or improve the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance.
- J. The City reserves the right, but shall not be obligated to Lessee, to maintain and keep in repair the landing area of the Airport and all publicly-owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

- K. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the City and the United States relative to the development, operation or maintenance of the Airport.
- L. There is hereby reserved to the City, for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Property. This public right of flight shall include the right to cause in said airspace any noise inherent in the operation of any aircraft used for navigation or flight through said airspace or landing at, taking off from or operation on the Airport.
- M. Lessee shall comply with the notification and review requirements covered in Federal Aviation Regulations ("F.A.R.") Part 77 in the event future construction of a building is planned for the Property, or in the event of any planned modification or alteration of any present or future building or structure situated on the Property.
- N. Lessee shall not erect nor permit the erection of any structure or object, nor permit the growth of any tree on the Property that exceeds the mean sea level elevations contained in F.A.R. Part 77 or amendments thereto, or interferes with the runway and/or taxiway "line of sight" of the control tower. If these covenants are breached, the City reserves the right to enter upon the Property and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of Lessee.
- O. Lessee shall not make use of the Property in any manner which might interfere with the landing and taking off of aircraft from the Airport or otherwise constitute a hazard. If this covenant is breached, the City reserves the right to enter upon the Property and cause the abatement of such interference at the expense of Lessee.
- P. Nothing in this Lease shall be construed to grant or authorize the granting of any exclusive right within the meaning of Section 308a of the Federal Aviation Act of 1985 (49 U.S.C. 1349a).

28. SURVIVAL OF LESSEE'S OBLIGATIONS.

If this Lease is terminated by the City in accordance with the provisions herein or if the City reenters or resumes possession of the Property as provided herein, all of Lessee's obligations under this Lease shall survive such termination, re-entry or resumption of possession and shall remain in full force and effect for the full term of this Lease, and the amounts of damages or deficiencies shall become due and payable to the City to the same extent, at the same times, and in the same manner as if no termination, re-entry or resumption of possession had taken place. The City may, at its option and at any time, sue to recover the full deficiency for the entire unexpired term of this Lease. The amount of damages for the period of time subsequent to termination (or re-entry or resumption of possession) shall include all expenses incurred by the City in connection with regaining possession, restoring the Property, acquiring a new lease for the Property, putting the Property in order, maintenance and brokerage fees.

29. REMEDIES TO BE NONEXCLUSIVE.

All remedies provided in this Lease shall be deemed cumulative and additional, not in lieu of or exclusive of each other, or of any other remedy available to the City or Lessee at law or in equity, and the exercise of any remedy, or the existence herein of other remedies, shall not prevent the exercise of any other remedy.

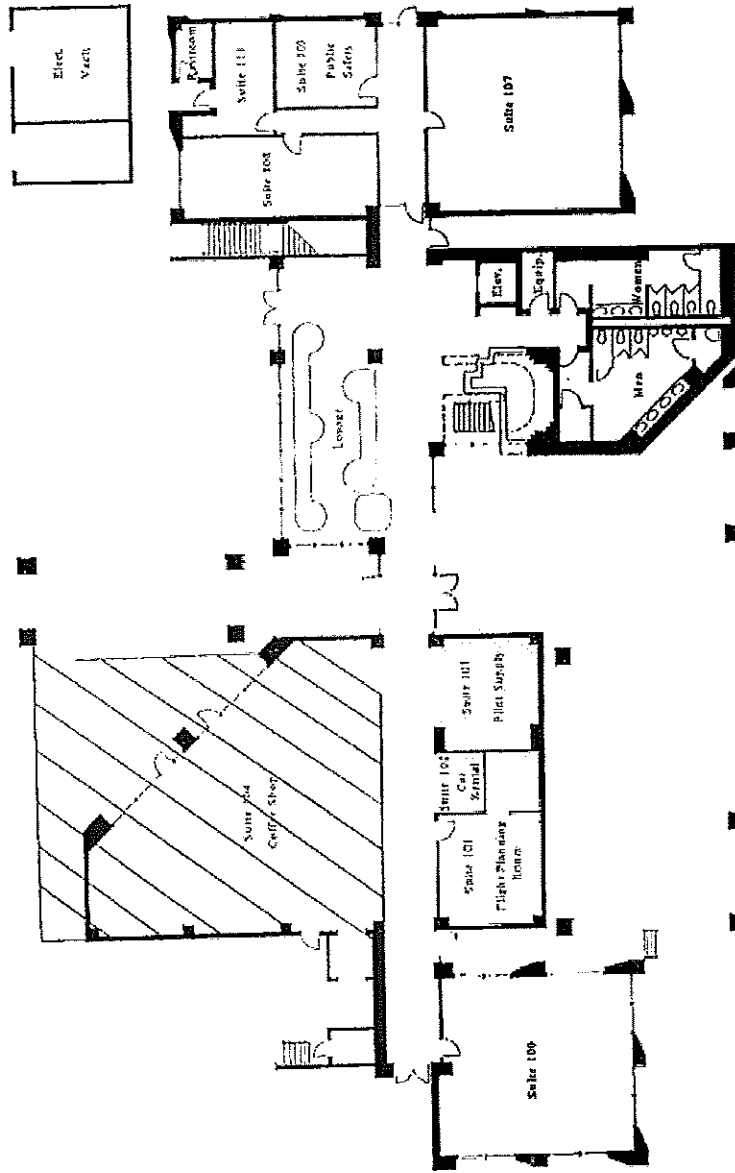
30. IMMIGRATION LAW COMPLIANCE

- 30.1 Contractor, and on behalf 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.
- 30.2 Any breach of warranty under subsection 8.1 above is considered a material breach of this Agreement and is subject to penalties up to and including termination of this Agreement.
- 30.3 City retains the legal right to inspect the papers of any Contractor or Sub-contractor employee who performs work under this Agreement to ensure that the Contractor or any Sub-contractor is compliant with the warranty under subsection 8.1 above.
- 30.4 City may conduct random inspections, and upon request of City, Contractor shall provide copies of papers and records of Contractor demonstrating continued compliance with the warranty under subsection 8.1 above. Contractor agrees to keep papers and records available for inspection by the City during normal business hours and will cooperate with City in exercise of its statutory duties and not deny access to its business premises or applicable papers or records for the purposes of enforcement of this section 8.
- 30.5 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 Sub-contractor 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.
- 30.6 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.
- 30.7 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.

31. MISCELLANEOUS

This Lease constitutes the entire agreement between the parties concerning the matters contained herein and supersedes all prior negotiations, understandings and agreements between the parties concerning such matters. This Lease shall be interpreted, applied and enforced according to the fair meaning of its terms and shall not be construed strictly in favor of or against either party, regardless of which party may have drafted any of its provisions. No provision of this Lease may be waived or modified except by a writing signed by the party against whom such waiver or modification is sought to be enforced. The terms of this Lease shall be binding upon and inure to the benefit of the parties successors and assigns.

**EXHIBIT A
FLOOR PLAN**



**Glendale Municipal Airport Terminal
1st Floor**

EXHIBIT A

GUEST AREA

EXHIBIT B INVENTORY

1. Built-in counter with showcase (in seating area & cash register area)
2. Tables:
 - (1) Round with space for six chairs
 - (5) Square with space for two chairs
 - (12) Rectangular with space for four chairs
3. Chairs: (64)
4. Counter Stools: (6) Floor Mounted
5. Childs High Chair: (1)
6. Lamps:
 - Hanging –small, 6” diameter shades (10)
 - Hanging – large, 18” diameter shades (3)
7. Roll –up window screens on all outside windows.
8. Wall Décor:
 - Air Race Framed Poster (1)
 - Balloon Classic Framed Poster (2)
 - Around the World Framed Poster (1)
 - Spitfire Squadron Framed Poster (1)
 - Space shuttle mission (1)
 - Pie Framed Art “Light Spread”
 - *Other items available*
9. Décor – hanging wooden aircraft models (9) [3 wooden and 6 metal]
10. Cash Register with manual [Sharp Model XE-A302] (1)
11. Clear Plastic Pastry/Cookie Display Box
12. Salt Shakers (27)
13. Pepper Shakers (28)
14. Sugar/sweetener Packet Dispensers (small table top boxes) (25)
15. Delfield Ice Cream Cabinet N227 inserted into stainless counter.
16. Delfield Salad/Dessert Display Case, F15MCC48N with 4 adjustable top shelves and 1 lower removable shelf

EXHIBIT B INVENTORY

17. Stainless Steel Counter /Cabinet 29" x 108" includes: (1.) Soup Well (SS-10TD) – warmer section only, no insert; (2) Roll Warmer, Wells RW-2; (3) glass tray rack storage; (4) Shielded Hand Sink; and (5) Water Dispenser
18. Heat Lamp Hatco GRAH-36
19. Stainless Steel Counter 29" x 50" includes: glass tray rack storage and shelf open storage

KITCHEN

20. Steam tray/hot table/warmer : with (3) compartment and lower shelf – Supremetal #345-93-E
21. True Sandwich Preparation Table with Refrigerator and (13) 6" deep 1/6 type bins, #TSSU-60-16 with 4 adjustable shelves inside refrigerator
22. Stainless Steel Prep Table 27" x 58" with lower shelf and drawer
23. True Compact Freezer (TWT-27)
24. DCS Gas Range Convection Oven with griddle top G284-24 THRC2
25. Starmax Grooved Griddle on table with lower shelf & vertical utensil tree
26. Pitco Frialator Gas Fryer with (4) baskets
27. Stainless Steel Prep Table Next to Fryer with 1 lower shelf 12" x 30" (surface)
28. Stainless Steel Prep Table Next to Fryer with 1 lower shelf 18" x 30" (surface)
29. Walk-In Freezer/Refrigerator
30. Free Standing Shelving:
 - 72" x 45" x 14" in freezer – 4 shelves each (2)
 - 72" x 58" x 14" in cooler – green with 5 shelves each (2)
 - 72" x 72" x 24" in office – 4 shelves (1)
 - 12" x 6" x 18" on floor - 1 shelf (1)
31. Stainless Steel Preparation Table 27" x 90" with Sink and Drawer
32. Manitowac Ice Machine and bin with scoop
33. Berkel Brand Food/Meat Slicer with safety handle missing
34. Large Aluminum Colander

EXHIBIT B INVENTORY

35. Stainless Steel Cake Stand
36. Mixer Table 24" x 24" with lower shelf
37. Mixer - Blakeslee B20T w/Attachments: 13" Bowl/Vegetable Slicer w/ Hopper/Dough Hook/Mixer Paddle
38. Office File 2 Drawer Cabinet
39. Office File 4 Drawer Cabinet (2)
40. Table 30" x 48" in office (1)
41. Wall Mounted Zenith Air Conditioner Unit in Office
42. Cork board 36"x48"
43. Hand Sink (kitchen)
44. Water Softener
45. Hot Water Tank/Heater New 2014
46. InSinkerator Commercial Disposer SS-150
47. Jackson Dishwasher with Heater Booster
48. Three-Compartment Sink and Dish table
49. Wall Hanging Pot Rack with 5 Hooks [installed over # 46]
50. Stainless Wall Flashing [Installed along area #47 & #48]
51. Wringer Mop & Bucket

PATIO

52. 3-Tier Stone Planter with stone bowl
53. Metal Sculpture [small agave-type]
54. Concrete Planter/ Trash Bin
55. Patio Furniture:
 - Umbrellas with large concrete bases (3)
 - Square tables with space for four chairs (4)
 - Chairs (20)

EXHIBIT B
INVENTORY



Legislation Description

File #: 14-280, **Version:** 1

ADOPT AN ORDINANCE TO GRANT A NON-EXCLUSIVE ACCESS EASEMENT TO THE ROOSEVELT IRRIGATION DISTRICT

Staff Contact: Jack Friedline, Director, Public Works

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance granting a non-exclusive easement to the Roosevelt Irrigation District (RID) for a new irrigation pipe in the 99th Avenue right-of-way between Glendale Avenue and Desert River Boulevard.

Background

As part of Dignity Health's construction of the St. Joseph's Westgate Medical Center at 99th Avenue and Desert River Boulevard, Dignity Health installed a new 30 inch irrigation concrete reinforced pipe to serve the development. The irrigation pipe was installed along the east side of 99th Avenue between Glendale Avenue and Desert River Boulevard and under 99th Avenue where it connects to RID's existing irrigation system on the west side of 99th Avenue. To accommodate the construction, the City must grant a non-exclusive easement to RID for the operation, maintenance and repair of the irrigation pipe. The pipe and easement are not anticipated to be in conflict with any future roadway improvements along the east side of 99th Avenue or the future expansion of the City's Park-n-Ride facility.

Analysis

Staff recommends approval of the RID non-exclusive easement. There will be no impact on City departments, staff or service levels as a result of this action. There are no costs incurred to the City for this action.

Community Benefit/Public Involvement

The pipe extension would allow Dignity Health to complete the construction of the 99th Avenue improvements and would improve the visual character of the community in accordance to the City's General Plan.

ORDINANCE NO. 2906 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AUTHORIZING THE CITY MANAGER TO EXECUTE A NON-EXCLUSIVE EASEMENT IN FAVOR OF ROOSEVELT IRRIGATION DISTRICT AT APPROXIMATELY 99TH AVENUE NORTH OF GLENDALE AVENUE FOR USE, OPERATION, MAINTENANCE AND/OR REPAIR OF THE IRRIGATION FACILITIES; AND ORDERING THAT A CERTIFIED COPY OF THIS ORDINANCE BE RECORDED.

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

SECTION 1. That the City Council hereby approves the “Non-Exclusive Easement for Use, Operation, Maintenance and/or Repair of Irrigation Facilities” and all the terms and conditions thereto, and directs that the City Manager for the City of Glendale execute said document granting Roosevelt Irrigation District an easement on, over, upon, under and through certain property located within existing City property at approximately 99th Avenue north of Glendale Avenue, in the form attached hereto as Exhibit 1. The legal description is contained in the Non-Exclusive Easement.

SECTION 2. That the City hereby reserves the right to use the irrigation easement premises in any manner that will not prevent or interfere with the exercise by Roosevelt Irrigation District of the rights granted hereunder; provided, however, that the City shall not obstruct, or permit to be obstructed, the easement premises at any time whatsoever without the express prior written consent of Roosevelt Irrigation District.

SECTION 3. That the City Clerk be instructed and authorized to forward a certified copy of this ordinance for recording to the Maricopa County Recorder’s Office.

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

e_roosevelt irrigation

EXHIBIT 1

When recorded please return to:

Jake D. Curtis, Esq.
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014

This transfer is exempt from the affidavit and fee requirements pursuant to A.R.S. § 11-1134(A)(2).

**NON-EXCLUSIVE EASEMENT FOR USE, OPERATION, MAINTENANCE AND/OR
REPAIR OF IRRIGATION FACILITIES**

This EASEMENT FOR USE, OPERATION, MAINTENANCE AND/OR REPAIR OF IRRIGATION FACILITIES ("**AGREEMENT**") is entered into and shall be effective as of this ____ day of _____, 2014 ("Effective Date"), by and among the City of Glendale, an Arizona municipal corporation ("**CITY**"), and (ii) ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation ("**DISTRICT**").

FACILITY NAME (the "FACILITY"):

As used in this AGREEMENT, the term FACILITY shall mean irrigation water conveyance facilities located on the PROPERTY associated with the DISTRICT's Pump Lateral 2E, which includes underground irrigation pipelines, ditches and other appurtenant structures and fixtures used in connection with the transmission and distribution of water.

RECITALS:

- A. The CITY is the fee owner of the approximately 30.2 acres of real property located along 99th Avenue north of Glendale Road (the "**GRANTOR's Property**") pursuant to that Special Warranty Deed recorded on June 28, 2005, in the Official Records of Maricopa County Recorder at Document No. 20051096040; and pursuant to that Annexation Petition recorded on December 12, 2006, in the Official Records of Maricopa County Recorder at Document No. 2006118531. A portion of 99th Avenue is currently in the process of widening to accommodate an adjacent commercial development.
- B. The DISTRICT has operated various irrigation facilities within the GRANTOR's Property for many years. In conjunction with development of the GRANTOR's Property by a commercial development, the DISTRICT is required to relocate various irrigation facilities within the GRANTOR's Property.
- C. The DISTRICT claims ownership over an approximate 0.25 acre rectangular parcel, more particularly described on the attached Exhibit "A" ("**PROPERTY**") which lies

entirely within the GRANTOR's Property. The District has operated various irrigation facilities within the PROPERTY for many years. In conjunction with development of the GRANTOR's Property by a commercial development, the GRANTOR has requested that the DISTRICT modify its real property interests within the GRANTOR's Property to accommodate said commercial development. In conjunction with the proposed commercial development of the GRANTOR's Property, the DISTRICT, at the CITY's request, has agreed to provide the CITY with a Quit Claim Deed for a portion of the PROPERTY.

- D. In exchange for the conveyance of the PROPERTY and to continue to provide for the DISTRICT's use of their FACILITY located within the boundaries of the PROPERTY, the DISTRICT agrees to accept and the CITY has agreed to grant to the DISTRICT a non-exclusive easement for the right of ingress and egress and for the use, operation, maintenance and/or repair of the FACILITY. The scope of and obligations associated with this AGREEMENT is more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CITY hereby grants to the DISTRICT and its agents, employees, contractors, successors, assigns, invitees and licensees a non-exclusive easement on, over, upon, under and through PROPERTY and GRANTOR's Property for the right of ingress and egress and for the construction, use, operation, maintenance and/or repair of FACILITY for use in connection therewith for the transmission and distribution of water more particularly described on the attached Exhibit "B" ("**EASEMENT PROPERTY**").
2. The Parties agree that the CITY or its successor and/or assign may use the EASEMENT PROPERTY for all lawful uses, in any manner not inconsistent with the DISTRICT's rights under this AGREEMENT. Such uses may include, but are not limited to, placement of asphalt, cement curbing, appropriate landscaping, parking, and utilities. The CITY agrees it shall not use the EASEMENT PROPERTY for any use that unreasonably obstructs or interferes with the DISTRICT's current use of the EASEMENT PROPERTY or that compromises, in any way, the structural integrity of the FACILITY.
3. The CITY understands, acknowledges, and agrees to move and/or modify, at its sole expense CITY improvements located within the EASEMENT PROPERTY that the DISTRICT reasonably determines, materially conflict with the use, operation, maintenance and/or repair of FACILITY. The DISTRICT agrees that the continued use of the EASEMENT PROPERTY as public roadway does not materially conflict with the use, operation and maintenance and/or repair of the FACILITY and shall not be deemed to be a material conflict in the future. The DISTRICT further agrees that any improvements constructed pursuant to plans and specifications approved by the DISTRICT as provided in Paragraph 4 below shall not be deemed to materially conflict with the use, operation, maintenance and/or repair of the FACILITY.
4. CITY understands, acknowledges, and agrees that prior to the construction of any improvements proposed to be located within the EASEMENT PROPERTY, the CITY

shall (i) provide the DISTRICT with a copy of CITY's construction plans and specifications and (ii) obtain the DISTRICT's written approval to proceed with construction, which approval shall not be unreasonably withheld.

5. The DISTRICT shall endeavor to effect repairs to the FACILITY in such a manner as to not alter, relocate, or remove any CITY improvements located within the EASEMENT PROPERTY. Notwithstanding the foregoing, in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any improvements installed for the benefit of the CITY within the EASEMENT PROPERTY. To the extent possible, the DISTRICT shall notify CITY of any such emergency and the need to alter, relocate or remove any facilities installed for the benefit of the CITY.
6. The DISTRICT understands, acknowledges, and agrees that the CITY shall not be responsible for the use, operation, maintenance, and/or repair of the FACILITY, nor for any cost, fee and/or expense associated therewith unless damages arise from the CITY's negligence, reckless or intentional conduct.
7. The DISTRICT agrees to keep all portions of the FACILITY located within the EASEMENT PROPERTY in proper maintenance and repair.
8. The DISTRICT shall have the right (but not the obligation) to trim, cut, and clear away trees, brush or other vegetation on the EASEMENT PROPERTY whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.
9. The CITY hereby agrees to indemnify, defend and hold the DISTRICT harmless for, from and against any and all claims for damages or injury arising from, or in any way incident to, CITY's (or its successors', assigns', contractors', employees', licensees', invitees' or agents') use or occupancy of the EASEMENT PROPERTY, except that this indemnity does not extend to claims for damages or injury arising out of the DISTRICT's reckless or intentional conduct.
10. The DISTRICT hereby agrees to indemnify, defend and hold the CITY harmless for, from and against any and all claims for damages or injury arising from, or in any way incident to, DISTRICT'S (or its successors', assigns', contractors', employees', licensees', invitees' or agents') use, operation, maintenance and/or repair of the FACILITY, except that this indemnity does not extend to claims for damages or injury arising out of the CITY's reckless or intentional conduct.
11. The parties acknowledge and agree that the DISTRICT shall not be responsible for any repairs and/or replacement of any of the CITY's improvements that are removed and/or damaged as a result of the DISTRICT's use, operation, maintenance and/or repair of the FACILITY within the EASEMENT PROPERTY. Upon completion of the required use, operation, maintenance and/or repair work, the DISTRICT will leave the worksite within the EASEMENT PROPERTY in a clean and well-graded manner.
12. This AGREEMENT (including the easement granted herein) shall run with the land and shall be in nature, and the benefits and burdens herein contained shall inure to and bind

the Parties' respective heirs, personal representatives, successors, and assigns.

13. This AGREEMENT (including the easement granted herein) shall run null and void if it is later determined that the DISTRICT did not own the PROPERTY when it executed the Quit Claim deed referred to in the recitals above. The Parties agree to execute any documents reasonably deemed necessary by the requesting Party to remove this AGREEMENT as a cloud on the title of the PROPERTY.
14. Any party may enforce this AGREEMENT by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This AGREEMENT contains the entire agreement between the parties. Any modification of this AGREEMENT or additional obligation assumed by either party in connection with this AGREEMENT shall be binding only if evidenced in writing and signed by each party. This AGREEMENT shall be construed in accordance with the laws of the State of Arizona.
15. This AGREEMENT may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.
16. The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference to this AGREEMENT.
17. The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

CITY OF GLENDALE,
an Arizona municipal corporation

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

Title: _____

Title: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ACKNOWLEDGMENT BY GRANTOR

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____, the _____ of the City of Glendale.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ____ day of _____, 2014,
by _____, the _____ of the Roosevelt
Irrigation District, on behalf of said corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

PROPERTY

MP COMPARED
INDEXED
PAGED 15207
2

5-21-15

RECORDER'S OFFICE
Phoenix, Maricopa County, Ariz.
Filed and recorded at Phoenix, Ariz.
Date MAY 1 1928
at 10:25 A.M.
Book 228-228
Page 334-335
W. H. LINVILLE
County Recorder
Attest: [Signature]

219 Homebuilders
[Signature]

STATE OF ARIZONA
COUNTY OF MARICOPA
I, W. H. LINVILLE, County Recorder
in and for the County and State aforesaid
do hereby certify that the within in-
strument was filed for record in Book
No. 228, on this 1st day of
May, 1928,
and duly recorded in Book No. 228
of Page 334-335
Records of Maricopa County, Arizona,
pages 334-335
Witness my hand and official seal this
day and year above written.
W. H. LINVILLE
County Recorder

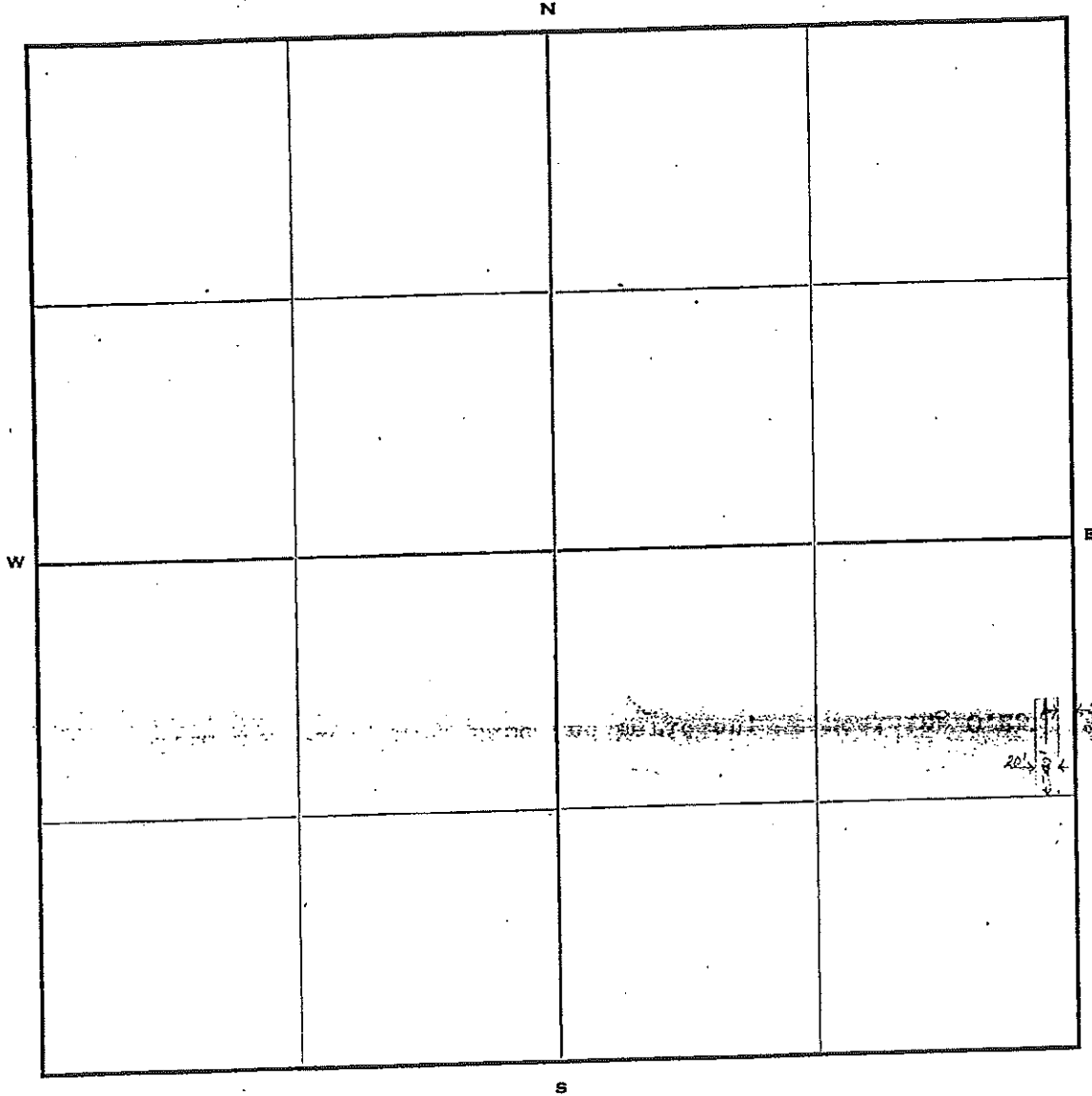
By: [Signature]
Deputy

ROOSEVELT IRRIGATION DISTRICT

S. 5 T. 2N R. 1E

G. & S. R. B. & M.

Maricopa County, Ariz.



Authorized _____
Deed No. 220 Acres 6.25 Cost _____
Recorded 5/1/28, Bk. 220, PP. 334-335

OVER

Instrument: Quit-Claim Deed Date: April 23rd, 1928.
From Martin V. B. and Dorcas E. Addington.

DESCRIPTION

The South 540 feet of the East 53 feet, except the East 33 feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Tp. 2 N., R 1 E., of the Gila and Salt River Base and Meridian; containing 0.25 acre more or less.

Quit-Claim Deed

APPROVED
DATE 5/1/28
J. B. White
CLERK BOARD OF SUPERVISORS
MARICOPA COUNTY

THIS INDENTURE, Made the 23 day of April
in the year of our Lord One Thousand Nine Hundred and Twenty-eight between
Martin V. B. Addington and Dorcas E. Addington, his wife

the parties of the first part, and Roosevelt Irrigation District, a municipal
corporation organized and existing under and by virtue of the laws of the
State of Arizona the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum
of Ten and no/100 DOLLARS,

of the United States of America, to them in hand
paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged,
have remised, released and quit-claimed, and by these presents do convey, remise, release and quit-
claim unto the said party of the second part, and to its successors and assigns forever, all the
right, title, interest, claim and demand which the said parties of the first part has in and to the fol-
lowing described real estate and property situated in the County of Maricopa
and State of Arizona, to-wit:

The South 540 feet of the East 53 feet, except the East 33 feet of the
Northeast Quarter (NE¹/₄) of the Southeast Quarter (SE¹/₄) of Section 5,
Tp. 2 N., R. 1 E., of the Gila and Salt River Base and Meridian; containing
0.25 acre more or less.

Grantors hereby agree to assume all back taxes and other encumbrances
against the above described property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privi-
leges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim
whatsoever, of the said parties of the first part, either in law or equity, in possession or expectancy,
to the only proper use, benefit and behoof and the said party of the second part, its heirs and
assigns forever.

STATE OF ARIZONA, }
County of Maricopa } ss.

Before me, Wm. Mishka, a Notary Public in and for the
County of Maricopa, State of Arizona, on this day personally appeared
Martin V. E. Addington and Dorcas E. Addington, his wife
known to me to be the persons whose names subscribed to the foregoing instrument, and
acknowledged to me that they executed the same for the purpose and consideration therein
expressed.

Given under my hand and seal of office this 23rd day of April, A. D. 1928.

(My commission expires September 22, 1929) *Wm. Mishka*
Notary Public.

STATE OF ARIZONA, }
County of } ss.

Before me, _____, a Notary Public in and for the
County of _____, State of Arizona, on this day personally appeared

_____ wife of said _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A. D. 192_____

(My commission expires _____) _____
Notary Public.

No. _____

Quit-Claim Deed
SHORT FORM

FROM _____

TO _____

Dated _____, 192_____

Filed and recorded at the request of _____

at _____, 192_____

at _____, M.,

Book _____

Pages _____

By _____
County Recorder.
Deputy Recorder.

County Recorder.

**DIGNITY HEALTH – WEST VALLEY HOSPITAL
ROOSEVELT IRRIGATION DISTRICT
EASEMENT AREA
September 6, 2013**

AN EASEMENT AREA SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ½" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00°03'40" WEST (BASIS OF BEARINGS), A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00°03'40" WEST, ALONG THE EASTERLY SECTION LINE OF SECTION 5, A DISTANCE OF 731.61 FEET;

THENCE DEPARTING SAID EASTERLY SECTION LINE OF SECTION 5, SOUTH 89°56'20" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°56'20" EAST, A DISTANCE OF 29.86 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 33.58 FEET;

THENCE SOUTH 64°10'06" EAST, A DISTANCE OF 27.79 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 51.76 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 6.88 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 194.94 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 44.43 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°03'40" EAST, A DISTANCE OF 55.43 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 58.00 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL DESCRIBED IN THE QUIT-CLAIM DEED AS RECORDED IN BOOK 220 OF DEEDS, PAGE 334;

THENCE NORTH 00°03'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID EAST LINE; SOUTH 89°56'20" EAST, A DISTANCE OF 56.00 FEET;

THENCE NORTH 00°03'40" EAST, A DISTANCE OF 146.23 FEET;

THENCE NORTH 36°59'02" WEST, A DISTANCE OF 21.58 FEET;

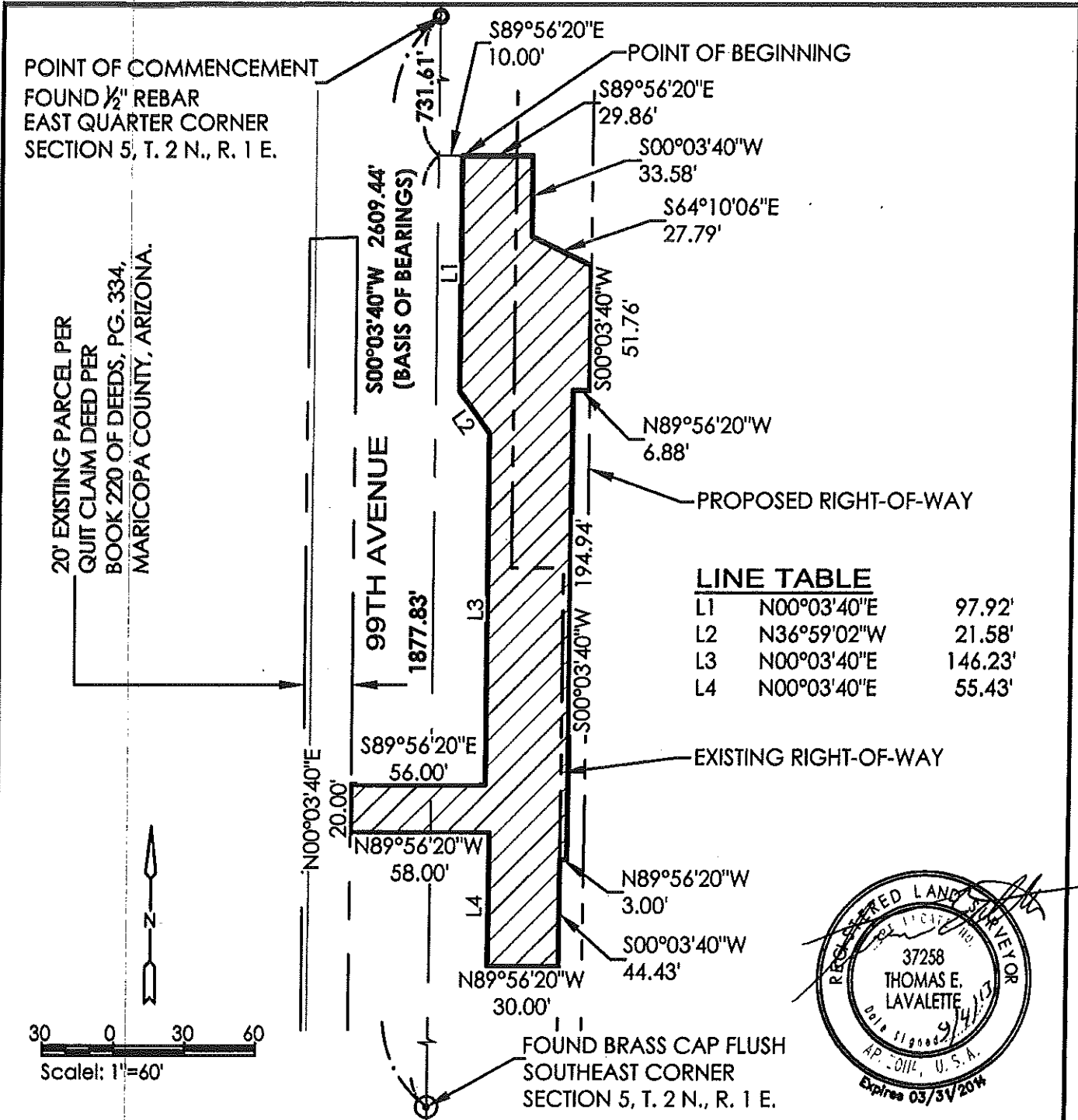
THENCE NORTH 00°03'40" EAST, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL AREA CONTAINS 13,727.8929 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

SAID LANDS SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS, IF ANY.

I, THOMAS E. LAVALETTE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THIS SURVEY WAS COMPLETED UNDER MY DIRECTION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE.





Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER

 <p>LITTLEJOHN ENGINEERING ASSOCIATES 7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020 T. 602.241.0782 F 602.248.9158 www.leainc.com Nashville Chattanooga Decatur Huntsville Knoxville Orlando Phoenix Tri-Cities</p>	<p>Title: PROPOSED EASEMENT ROOSEVELT IRRIGATION DISTRICT</p>	
	<p>Proj. # 20120136</p>	<p>Dwg. No.</p>
	<p>Date: 09.04.2013</p>	<p>1</p>

When recorded please return to:

Jake D. Curtis, Esq.
Burch & Cracchiolo, P.A.
702 East Osborn Road, Suite 200
Phoenix, Arizona 85014

This transfer is exempt from the affidavit and fee requirements pursuant to A.R.S. § 11-1134(A)(2).

NON-EXCLUSIVE EASEMENT FOR USE, OPERATION, MAINTENANCE AND/OR REPAIR OF IRRIGATION FACILITIES

This EASEMENT FOR USE, OPERATION, MAINTENANCE AND/OR REPAIR OF IRRIGATION FACILITIES ("**AGREEMENT**") is entered into and shall be effective as of this ____ day of _____, 2014 ("Effective Date"), by and among the City of Glendale, an Arizona municipal corporation ("**CITY**"), and (ii) ROOSEVELT IRRIGATION DISTRICT, an Arizona municipal corporation ("**DISTRICT**").

FACILITY NAME (the "FACILITY"):

As used in this AGREEMENT, the term FACILITY shall mean irrigation water conveyance facilities located on the PROPERTY associated with the DISTRICT's Pump Lateral 2E, which includes underground irrigation pipelines, ditches and other appurtenant structures and fixtures used in connection with the transmission and distribution of water.

RECITALS:

- A. The CITY is the fee owner of the approximately 30.2 acres of real property located along 99th Avenue north of Glendale Road (the "**GRANTOR's Property**") pursuant to that Special Warranty Deed recorded on June 28, 2005, in the Official Records of Maricopa County Recorder at Document No. 20051096040; and pursuant to that Annexation Petition recorded on December 12, 2006, in the Official Records of Maricopa County Recorder at Document No. 2006118531. A portion of 99th Avenue is currently in the process of widening to accommodate an adjacent commercial development.
- B. The DISTRICT has operated various irrigation facilities within the GRANTOR's Property for many years. In conjunction with development of the GRANTOR's Property by a commercial development, the DISTRICT is required to relocate various irrigation facilities within the GRANTOR's Property.
- C. The DISTRICT claims ownership over an approximate 0.25 acre rectangular parcel, more particularly described on the attached Exhibit "A" ("**PROPERTY**") which lies

entirely within the GRANTOR's Property. The District has operated various irrigation facilities within the PROPERTY for many years. In conjunction with development of the GRANTOR's Property by a commercial development, the GRANTOR has requested that the DISTRICT modify its real property interests within the GRANTOR's Property to accommodate said commercial development. In conjunction with the proposed commercial development of the GRANTOR's Property, the DISTRICT, at the CITY's request, has agreed to provide the CITY with a Quit Claim Deed for a portion of the PROPERTY.

- D. In exchange for the conveyance of the PROPERTY and to continue to provide for the DISTRICT's use of their FACILITY located within the boundaries of the PROPERTY, the DISTRICT agrees to accept and the CITY has agreed to grant to the DISTRICT a non-exclusive easement for the right of ingress and egress and for the use, operation, maintenance and/or repair of the FACILITY. The scope of and obligations associated with this AGREEMENT is more particularly described below.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. CITY hereby grants to the DISTRICT and its agents, employees, contractors, successors, assigns, invitees and licensees a non-exclusive easement on, over, upon, under and through PROPERTY and GRANTOR's Property for the right of ingress and egress and for the construction, use, operation, maintenance and/or repair of FACILITY for use in connection therewith for the transmission and distribution of water more particularly described on the attached Exhibit "B" ("**EASEMENT PROPERTY**").
2. The Parties agree that the CITY or its successor and/or assign may use the EASEMENT PROPERTY for all lawful uses, in any manner not inconsistent with the DISTRICT's rights under this AGREEMENT. Such uses may include, but are not limited to, placement of asphalt, cement curbing, appropriate landscaping, parking, and utilities. The CITY agrees it shall not use the EASEMENT PROPERTY for any use that unreasonably obstructs or interferes with the DISTRICT's current use of the EASEMENT PROPERTY or that compromises, in any way, the structural integrity of the FACILITY.
3. The CITY understands, acknowledges, and agrees to move and/or modify, at its sole expense CITY improvements located within the EASEMENT PROPERTY that the DISTRICT reasonably determines, materially conflict with the use, operation, maintenance and/or repair of FACILITY. The DISTRICT agrees that the continued use of the EASEMENT PROPERTY as public roadway does not materially conflict with the use, operation and maintenance and/or repair of the FACILITY and shall not be deemed to be a material conflict in the future. The DISTRICT further agrees that any improvements constructed pursuant to plans and specifications approved by the DISTRICT as provided in Paragraph 4 below shall not be deemed to materially conflict with the use, operation, maintenance and/or repair of the FACILITY.
4. CITY understands, acknowledges, and agrees that prior to the construction of any improvements proposed to be located within the EASEMENT PROPERTY, the CITY

shall (i) provide the DISTRICT with a copy of CITY's construction plans and specifications and (ii) obtain the DISTRICT's written approval to proceed with construction, which approval shall not be unreasonably withheld.

5. The DISTRICT shall endeavor to effect repairs to the FACILITY in such a manner as to not alter, relocate, or remove any CITY improvements located within the EASEMENT PROPERTY. Notwithstanding the foregoing, in the event of an emergency, the DISTRICT shall have the right to alter, relocate or remove any improvements installed for the benefit of the CITY within the EASEMENT PROPERTY. To the extent possible, the DISTRICT shall notify CITY of any such emergency and the need to alter, relocate or remove any facilities installed for the benefit of the CITY.
6. The DISTRICT understands, acknowledges, and agrees that the CITY shall not be responsible for the use, operation, maintenance, and/or repair of the FACILITY, nor for any cost, fee and/or expense associated therewith unless damages arise from the CITY's negligence, reckless or intentional conduct.
7. The DISTRICT agrees to keep all portions of the FACILITY located within the EASEMENT PROPERTY in proper maintenance and repair.
8. The DISTRICT shall have the right (but not the obligation) to trim, cut, and clear away trees, brush or other vegetation on the EASEMENT PROPERTY whenever in its judgment the same shall be necessary for the convenient and safe exercise of the rights herein granted.
9. The CITY hereby agrees to indemnify, defend and hold the DISTRICT harmless for, from and against any and all claims for damages or injury arising from, or in any way incident to, CITY's (or its successors', assigns', contractors', employees', licensees', invitees' or agents') use or occupancy of the EASEMENT PROPERTY, except that this indemnity does not extend to claims for damages or injury arising out of the DISTRICT's reckless or intentional conduct.
10. The DISTRICT hereby agrees to indemnify, defend and hold the CITY harmless for, from and against any and all claims for damages or injury arising from, or in any way incident to, DISTRICT'S (or its successors', assigns', contractors', employees', licensees', invitees' or agents') use, operation, maintenance and/or repair of the FACILITY, except that this indemnity does not extend to claims for damages or injury arising out of the CITY's reckless or intentional conduct.
11. The parties acknowledge and agree that the DISTRICT shall not be responsible for any repairs and/or replacement of any of the CITY's improvements that are removed and/or damaged as a result of the DISTRICT's use, operation, maintenance and/or repair of the FACILITY within the EASEMENT PROPERTY. Upon completion of the required use, operation, maintenance and/or repair work, the DISTRICT will leave the worksite within the EASEMENT PROPERTY in a clean and well-graded manner.
12. This AGREEMENT (including the easement granted herein) shall run with the land and shall be in nature, and the benefits and burdens herein contained shall inure to and bind

the Parties' respective heirs, personal representatives, successors, and assigns.

13. This AGREEMENT (including the easement granted herein) shall run null and void if it is later determined that the DISTRICT did not own the PROPERTY when it executed the Quit Claim deed referred to in the recitals above. The Parties agree to execute any documents reasonably deemed necessary by the requesting Party to remove this AGREEMENT as a cloud on the title of the PROPERTY.
14. Any party may enforce this AGREEMENT by appropriate legal action and the prevailing party in such litigation may recover as part of its costs in such action reasonable attorneys' fees, costs and expenses of enforcing its rights hereunder. This AGREEMENT contains the entire agreement between the parties. Any modification of this AGREEMENT or additional obligation assumed by either party in connection with this AGREEMENT shall be binding only if evidenced in writing and signed by each party. This AGREEMENT shall be construed in accordance with the laws of the State of Arizona.
15. This AGREEMENT may be executed in one or more counterparts, all of which, taken together, shall constitute one and the same instrument. The parties authorize each other to attach all such signature pages to a single document so that the signatures of all parties will be physically attached to the same document for recording.
16. The Recitals written above and the Exhibits attached hereto and referred to herein are incorporated by reference to this AGREEMENT.
17. The acceptance date of this AGREEMENT shall be the day which the last party executes the AGREEMENT.

IN WITNESS WHEREOF, the parties hereto have executed this AGREEMENT.

CITY OF GLENDALE,
an Arizona municipal corporation

ROOSEVELT IRRIGATION DISTRICT,
an Arizona municipal corporation

Title: _____

Title: _____

By: _____

By: _____

Its: _____

Its: _____

Date: _____

Date: _____

ACKNOWLEDGMENT BY GRANTOR

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014,
by _____, the _____ of the City of Glendale.

Notary Public

My Commission Expires:

ACKNOWLEDGMENT BY DISTRICT

STATE OF ARIZONA)
) ss.
County of Maricopa)

The foregoing instrument was acknowledged before me this ___ day of _____, 2014,
by _____, the _____ of the Roosevelt
Irrigation District, on behalf of said corporation.

Notary Public

My Commission Expires:

EXHIBIT "A"

PROPERTY

2
UP COMPARED
PAGED 15207
INDEXED

5. 21-1E

RECORDER'S OFFICE
Pima County, Arizona

Filed and recorded at office of
Recorder of Pima County, Arizona

Roosevelt Irrigation
Date MAY 1 1928

Book 1025

Page 270

335-335

W. H. LINVILLE
County Recorder

W. H. Linville

219 Homebuilders
Tron

STATE OF ARIZONA

COUNTY OF MARICOPA

W. H. LINVILLE, County Recorder
in and for the County and State aforesaid

do hereby certify that the within instrument was duly recorded as receipted above

at Phoenix this 11th day of May 1928

and duly sworn to before me at 220

of Arizona

Recorders of Maricopa County, Arizona
pages 234-235

Witness my hand and official seal this day and the above written

W. H. LINVILLE
County Recorder

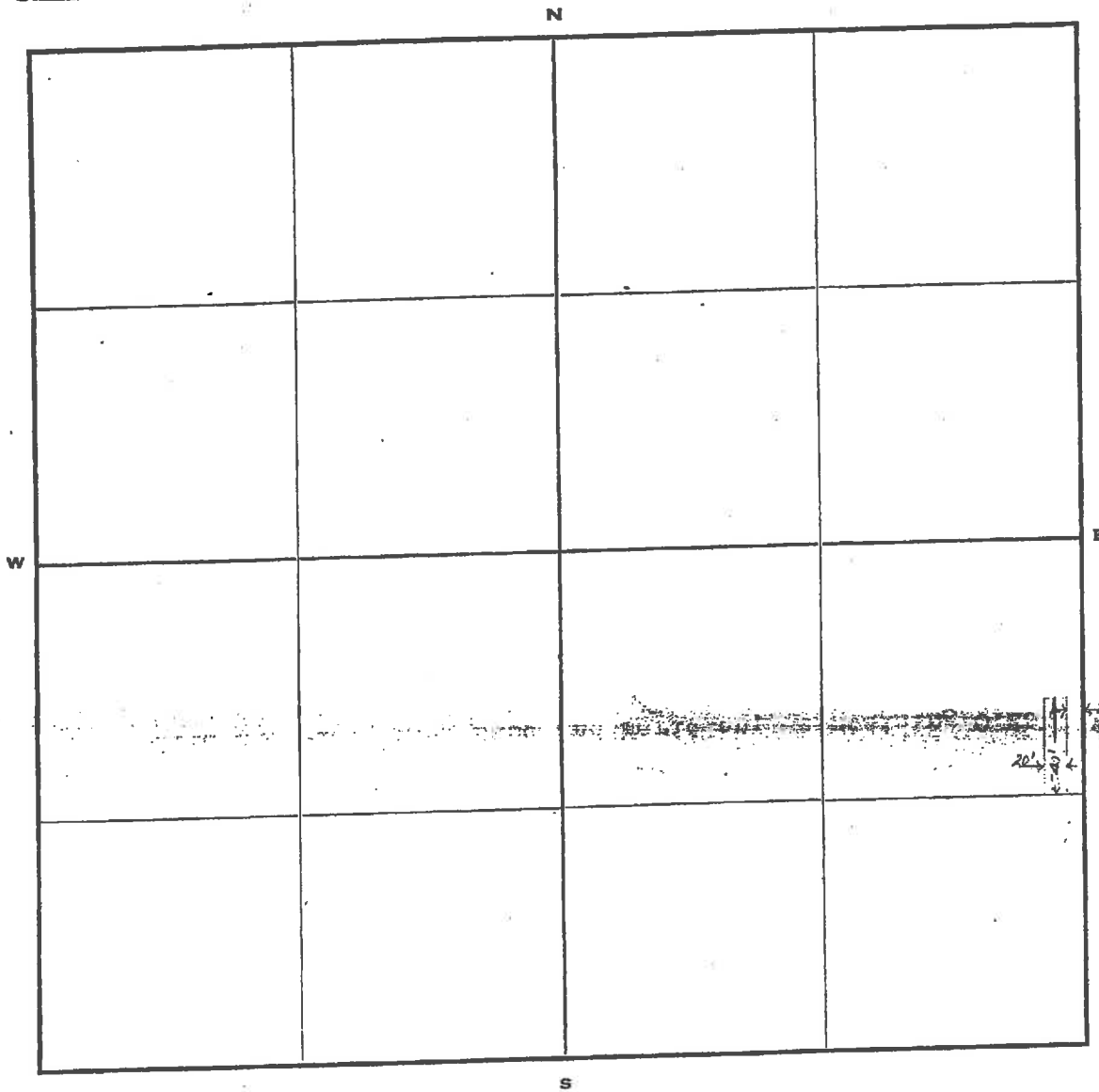
By David S. Jones
Deputy

ROOSEVELT IRRIGATION DISTRICT

S. 5 T. 2N R. 1E

G. & S. R. B. & M.

Maricopa County, Ariz.



Authorized _____

Deed No. _____

Acres _____

Cost _____

Recorded 5/1/28, Blk. 220, P.P. 334-335

OVER

Instrument: Quit-Claim Deed *Date:* April 23rd, 1928.
From Martin V. B. and Dorcas E. Addington.

DESCRIPTION

The South 540 feet of the East 53 feet, except the East 33 feet of the Northeast Quarter (NE $\frac{1}{4}$) of the Southeast Quarter (SE $\frac{1}{4}$) of Section 5, Tp. 2 N., R 1 E., of the Gila and Salt River Base and Meridian; containing 0.25 acre more or less.

Quit-Claim Deed

APPROVED
 DATE 5/1/28
 J. B. White
 CLERK BOARD OF SUPERVISORS
 MARICOPA COUNTY

THIS INDENTURE, Made the 23 day of April in the year of our Lord One Thousand Nine Hundred and Twenty-eight between Martin V. B. Addington and Dorcas E. Addington, his wife

the parties of the first part, and Roosevelt Irrigation District, a municipal corporation organized and existing under and by virtue of the laws of the State of Arizona the party of the second part,

WITNESSETH: That the said parties of the first part, for and in consideration of the sum of Ten and no/100 DOLLARS, of the United States of America, to them in hand paid by the said party of the second part, the receipt whereof is hereby confessed and acknowledged, have remised, released and quit-claimed, and by these presents do convey, remise, release and quit-claim unto the said party of the second part, and to its successors and assigns forever, all the right, title, interest, claim and demand which the said parties of the first part have and to the following described real estate and property situated in the County of Maricopa and State of Arizona, to-wit:

The South 540 feet of the East 53 feet, except the East 33 feet of the Northeast Quarter (NE¹/₄) of the Southeast Quarter (SE¹/₄) of Section 5, Tp. 2 N., R. 1 E., of the Gila and Salt River Base and Meridian; containing 0.25 acre more or less.

Grantors hereby agree to assume all back taxes and other encumbrances against the above described property.

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, or in anywise appertaining, and all the estate, right, title, interest and claim whatsoever, of the said parties of the first part, either in law or equity, in possession or expectancy, to the only proper use, benefit and behoof and the said party of the second part, its successors and assigns forever.

STATE OF ARIZONA, }
County of Maricopa } ss.

Before me, Wm. Mishka, a Notary Public in and for the
County of Maricopa, State of Arizona, on this day personally appeared
Martin V. B. Addington and Dorcas E. Addington, his wife
known to me to be the persons whose names are subscribed to the foregoing instrument, and
acknowledged to me that they executed the same for the purpose and consideration therein
expressed.

Given under my hand and seal of office this 23rd day of April, A. D. 1928.

(My commission expires September 22, 1929) *Wm. Mishka*
Notary Public.

STATE OF ARIZONA, }
County of } ss.

Before me, _____, a Notary Public in and for the
County of _____, State of Arizona, on this day personally appeared

wife of said _____
known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged
to me that she executed the same for the purpose and consideration therein expressed.

Given under my hand and seal of office this _____ day of _____, A. D. 192_____

(My commission expires _____) _____
Notary Public.

No. _____
Quit-Claim Deed
SHORT FORM
FROM _____
TO _____
Dated _____, 192_____
Filed and recorded at the request of _____
at _____, 192_____
at _____, M.,
Book _____
Pages _____
County Recorder.
Deputy Recorder.
By _____

County Recorder.

EXHIBIT "B"
EASEMENT PROPERTY

**DIGNITY HEALTH – WEST VALLEY HOSPITAL
ROOSEVELT IRRIGATION DISTRICT
EASEMENT AREA
September 6, 2013**

AN EASEMENT AREA SITUATED IN THE SOUTHEAST QUARTER OF SECTION 5 AND THE SOUTHWEST QUARTER OF SECTION 4, TOWNSHIP 2 NORTH, RANGE 1 EAST OF THE GILA AND SALT RIVER BASE AND MERIDIAN, MARICOPA COUNTY, ARIZONA, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE ½" REBAR LOCATED AT THE EAST QUARTER CORNER OF SAID SECTION 5 FROM WHICH A BRASS CAP LOCATED AT THE SOUTHEAST CORNER OF SAID SECTION 5 BEARS SOUTH 00°03'40" WEST (BASIS OF BEARINGS), A DISTANCE OF 2609.44 FEET;

THENCE SOUTH 00°03'40" WEST, ALONG THE EASTERLY SECTION LINE OF SECTION 5, A DISTANCE OF 731.61 FEET;

THENCE DEPARTING SAID EASTERLY SECTION LINE OF SECTION 5, SOUTH 89°56'20" EAST, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING;

THENCE CONTINUING SOUTH 89°56'20" EAST, A DISTANCE OF 29.86 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 33.58 FEET;

THENCE SOUTH 64°10'06" EAST, A DISTANCE OF 27.79 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 51.76 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 6.88 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 194.94 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 3.00 FEET;

THENCE SOUTH 00°03'40" WEST, A DISTANCE OF 44.43 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 30.00 FEET;

THENCE NORTH 00°03'40" EAST, A DISTANCE OF 55.43 FEET;

THENCE NORTH 89°56'20" WEST, A DISTANCE OF 58.00 FEET TO A POINT ON THE EAST LINE OF THAT PARCEL DESCRIBED IN THE QUIT-CLAIM DEED AS RECORDED IN BOOK 220 OF DEEDS, PAGE 334;

THENCE NORTH 00°03'40" EAST, ALONG SAID EAST LINE, A DISTANCE OF 20.00 FEET;

THENCE DEPARTING SAID EAST LINE; SOUTH 89°56'20" EAST, A DISTANCE OF 56.00 FEET;

THENCE NORTH 00°03'40" EAST, A DISTANCE OF 146.23 FEET;

THENCE NORTH 36°59'02" WEST, A DISTANCE OF 21.58 FEET;

THENCE NORTH 00°03'40" EAST, A DISTANCE OF 97.92 FEET TO THE POINT OF BEGINNING.

THE ABOVE DESCRIBED PARCEL AREA CONTAINS 13,727.8929 SQUARE FEET OR 0.32 ACRES MORE OR LESS.

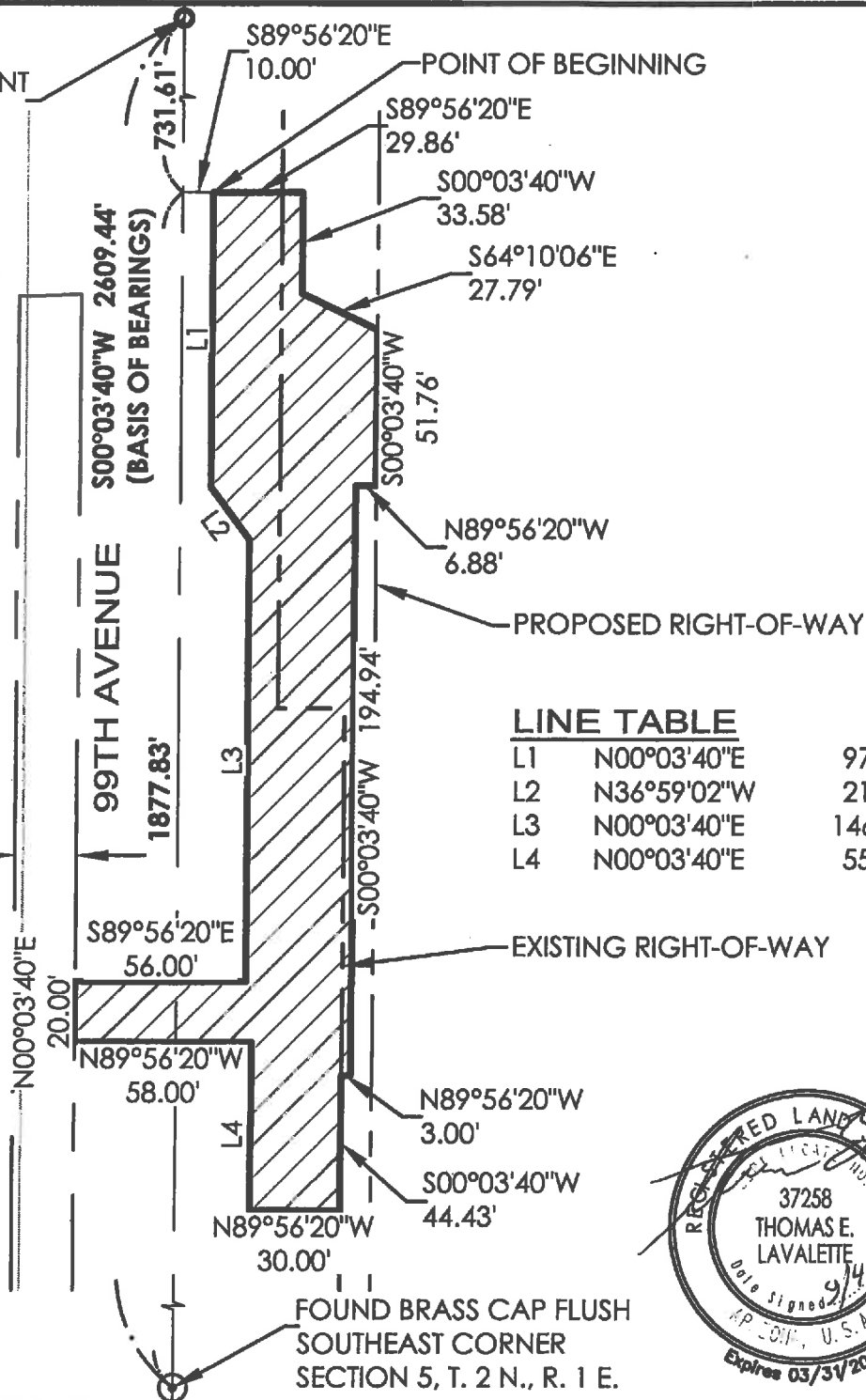
SAID LANDS SUBJECT TO EASEMENTS, RIGHTS OF WAY, RESERVATIONS AND RESTRICTIONS, IF ANY.

I, THOMAS E. LAVALETTE, HEREBY CERTIFY THAT I AM A REGISTERED LAND SURVEYOR IN THE STATE OF ARIZONA AND THIS SURVEY WAS COMPLETED UNDER MY DIRECTION AND IS ACCURATE TO THE BEST OF MY KNOWLEDGE.



POINT OF COMMENCEMENT
 FOUND 1/2" REBAR
 EAST QUARTER CORNER
 SECTION 5, T. 2 N., R. 1 E.

20' EXISTING PARCEL PER
 QUIT CLAIM DEED PER
 BOOK 220 OF DEEDS, PG. 334,
 MARICOPA COUNTY, ARIZONA.



LINE TABLE

L1	N00°03'40"E	97.92'
L2	N36°59'02"W	21.58'
L3	N00°03'40"E	146.23'
L4	N00°03'40"E	55.43'

Scale: 1"=60'



Project: DIGNITY HEALTH - WEST VALLEY MEDICAL CENTER



LITTLEJOHN ENGINEERING ASSOCIATES

7227 N. 16th Street, Suite 140, PHOENIX, ARIZONA 85020
 T 602.241.0782 F 602.248.9158 www.leainc.com

Nashville | Chattanooga | Decatur | Huntsville | Knoxville | Orlando | Phoenix | Tri-Cities

**Title: PROPOSED EASEMENT
 ROOSEVELT IRRIGATION DISTRICT**

Proj. # 20120136

Dwg. No.

Date: 09.04.2013

1



ROOSEVELT IRRIGATION DISTRICT EASEMENT





Legislation Description

File #: 14-159, **Version:** 1

ADOPT AN ORDINANCE REPEALING GLENDALE CITY CODE, CHAPTER 2, ARTICLE VIII, DIVISION 7, AUDIT COMMITTEE

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance repealing in its entirety, Glendale City Code, Chapter 2 (Administration), Article VIII (Boards, Commissions, Etc.), Section 7 (Audit Committee).

Background

On October 9, 2012, the Mayor and City Council adopted an ordinance amending Chapter 2 of the Glendale City code by adding a Division 7 which established an Audit Committee. The purpose of the Audit Committee (Committee) is to review and approve the annual audit plan, participate in a review of the city's annual financial statements, review the results of the city's external audit and findings addressed in the management letter, and ensure staff develops a follow-up plan to address audit findings. The Committee is composed of five (5) members: two council members, the city manager, and two residents. The Committee was to meet semi-annually if it had business to conduct.

Based on the current practice of presenting audit results to the full Council and the fact that planning for each annual audit is generally established by the external auditors according the Generally Accepted Auditing Standards, federal requirements for grants, and numerous other regulations, staff presented, at the June 3, 2014 Workshop, three options regarding the future of the Committee.

Staff recommended continuing the practice of engaging in an open communication regarding the audit with the full City Council at a Council Workshop, annually, and dissolving the Committee. The City Council provided guidance to move forward with the recommendation to dissolve the audit committee.

Analysis

The Committee was established in 2012 for the intended purpose of providing greater transparency to the annual audit process. The Committee did not participate in the 2012 audit because the audit was almost complete at the time the Committee was formed. During 2013, there was significant turnover in city management, particularly in the Finance Department. The annual audit was substantially in process when Tom Duensing, Executive Director of Financial Services, was hired in October 2013. Therefore, the FY12-13 audit was also conducted without participation by the Committee; however, the FY12-13 Comprehensive Annual Financial Report and the results of the audit were reviewed with the City Council at the January 21, 2014, Council Workshop.

The decision to establish an audit committee and the duties associated with the committee vary from organization to organization. The cities of Phoenix, Scottsdale, and Goodyear have audit committees; however, the functions in those differ from the functions of the Glendale Audit Committee. In Phoenix, the role of the committee is to oversee the selection of the external auditors, review the audit results, approve the City Auditor's annual audit plan, and recommend departments for internal audits. Goodyear's audit committee is a subcommittee of the city council which also assists in the selection of the external auditor and reviews the results of the annual audit. Scottsdale's audit committee is also a subcommittee of the city council which coordinates the work of the City Auditor.

The Audit Committee was established in Glendale, but it has not met to conduct business nor overseen the audit process since its October 9, 2012, inception. However, the FY12-13 audit results were reviewed with the City Council at the January 21, 2014, Council Workshop.

On June 25, 2013, the Council awarded a two-year contract for external auditing services to CliftonLarsonAllen, LLP. Staff is working with the auditors from CliftonLarsonAllen, LLP to coordinate the FY13-14 audit. For external audits, the scope of the work is generally established by the auditors according to the Generally Accepted Auditing Standards, federal requirements for grants, and numerous other regulations. The firm develops their audit plan and staff assists in ensuring the audit proceeds according to that plan. If additional audit work is desired or requested, it can be incorporated into the audit plan as needed.

Previous Related Council Action

On October 9, 2012, Council adopted Ordinance No. 2819 New Series amending Glendale City Code Chapter 2 (Administration) Article VIII (Boards, Commissions, etc.) by establishing an Audit Committee. The FY 2013 Comprehensive Annual Financial Report and the results of the annual external audit were presented to the City Council on January 21, 2014.

At the January 21, 2014 Workshop, Mr. Dennis Osuch, a partner with the City's independent auditor, CliftonLarsonAllen, presented an overview of the audit and audit results.

At the City Council Workshop on June 3, 2014, staff presented to the City Council three options regarding the future of the Committee. Staff recommended continuing the practice of engaging in an open communication regarding the audit with the City Council at a Council Workshop and dissolving the Committee. The City Council provided guidance to move forward with the recommendation to dissolve the audit committee.

Community Benefit/Public Involvement

The community benefits from open communication regarding the city's financial condition and the results of its operation. The annual audit of the city's financial statements by an external auditor provides reasonable assurance that the financial statements are free of material misstatements. The audited financial statements are available on the city's website and the results of each annual audit will be presented at a Council Workshop.

ORDINANCE NO. 2907 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF GLENDALE, MARICOPA COUNTY, ARIZONA, AMENDING GLENDALE CITY CODE CHAPTER 2 (ADMINISTRATION), ARTICLE VIII (BOARDS, COMMISSIONS, ETC.), DIVISION 7 (AUDIT COMMITTEE) BY REPEALING IT IN ITS ENTIRETY.

WHEREAS, City Council adopted Ordinance No. 2819 New Series on October 9, 2012 in which an Audit Committee was established; and

WHEREAS, it is the desire of the City Council to continue the practice of engaging in an open communication regarding the audit with the entire City Council; and

WHEREAS, at the June 3, 2014 Council Workshop, Council discussed the need for the continuation of the Audit Committee; and

WHEREAS, it is the desire of the City Council to dissolve the Audit Committee.

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

SECTION 1. That Glendale City Code Chapter 2 (Administration), Article VIII (Boards, Commissions, Etc.), Division 7 (Audit Committee) is hereby deleted in its entirety.

~~“DIVISION 7. AUDIT COMMITTEE~~

~~Sec. 2 321. Established.~~

~~————— There is hereby established within the City of Glendale an Audit Committee whose members shall be appointed by the council of the City of Glendale.~~

~~Sec. 2 322. Purpose.~~

~~————— The committee will have oversight of the external audit which will include reviewing and approving the annual audit plan, participating in a review of the city’s annual financial statements, reviewing the results of the city’s external audit and findings addressed in the management letter, and ensuring staff develops a follow-up plan to address audit findings.~~

~~Sec. 2 323. Members.~~

~~(a) ——— The committee shall be composed of five (5) members who shall serve without compensation. Two of the five (5) members shall be residents of the City of Glendale who have a financial background preferably in public or internal auditing. The remaining members shall be two (2) members of city council and the city manager.~~

~~———— (b) — The chairperson and vice chairperson of the committee shall be appointed by the mayor and city council from among the committee members. The term of appointment for the chairperson and vice chairperson shall be for a period of one (1) year.~~

~~———— (c) — The Chief Financial Officer shall serve as secretary and staff liaison to the committee.~~

Sec. 2 324. Meetings and rules.

~~(a) — The committee shall establish and adopt such rules, regulations or bylaws as it deems necessary for the conduct of its business and performance of its duties.~~

~~(b) — The committee shall establish a set time for regular meetings, which shall be at least semi-annually if there is business to conduct.~~

~~(c) — A majority of the commission shall constitute a quorum and the affirmative vote of a majority of the committee members present and voting shall be required to take action.~~

Sec. 2 325. Recommendation to council.

~~———— All recommendations forwarded by the committee to the city council and other actions of the committee must receive an affirmative vote of not less than a majority of the members present at the meeting at which an item is voted upon by the committee.”~~

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

M A Y O R

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager



Legislation Description

File #: 14-297, **Version:** 1

FISCAL YEAR 2013-2014 BUDGET AMENDMENTS

Staff Contact: Tom Duensing, Director, Finance and Technology

Purpose and Recommended Action

This is a request for City Council to waive reading beyond the title and adopt an ordinance approving FY 2013-14 budget amendments. The City of Glendale's total FY 2013-14 budget appropriation across all funds is unchanged. Exhibit A of the attached ordinance shows requested cash and appropriation transfers between departments and funds.

Background

Cash transfers are actual transfers of cash between funds. A budget appropriation amendment is a transfer of appropriation authority and can include a corresponding cash transfer if necessary. The budget represents a planning document for spending that is established in advance of the fiscal year. Budget amendments are typically needed to reflect changes to the spending plan during the course of the year.

As actual spending activity occurs, transfers of appropriation authority within and between departments and funds are required to reflect changes to the initial spending plan. Changes to the initial spending plan typically arise from:

- Actual expenses being higher than originally budgeted;
- Unexpected expenses associated with unforeseen circumstances;
- Planned spending patterns do not occur when work plans are modified to address changing circumstances; and
- Reconciliation of carryover estimates (usually for capital improvement projects) included in the adopted budget.

On December 10, 2013, Council adopted Resolution No. 4759 New Series supporting the Cash and Budget Appropriation Transfer Policy which requires cash and appropriation transfers between departments or between funds be approved by Council. This policy is compliant with Article VI, Section 11 of the City Charter.

Transfer of Appropriations

Part I, Article VI, Section 11 of the City Code states the following:

The city manager may at any time transfer any unencumbered appropriation balance or portion thereof between general classifications of expenditures within an office, department or agency. At the request of the city manager and within the last three months of the fiscal year, the council may by

ordinance transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

CIP Carryover Appropriation Adjustments

During each CIP budget process, departments are able, subject to Council approval, to carryover prior year unspent appropriations into the current year. In order to adopt the budget in a timely manner, this carryover funding must be estimated prior to the fiscal year end. As a result, carryover reductions are necessary when the budgeted carryover exceeds the previous year's remaining balance after the year is closed for each project to stay within budget. Additionally, carryover increases are allowed if sufficient appropriation is available to cover the increases.

Analysis

This request is to: a) transfer cash between funds, b) transfer budget appropriations, and c) adjust the Debt Service appropriations for FY 2013-14. All the transfers are within the restrictions of the City Charter and within the Cash and Budget Appropriation Transfer Policy.

Requested Budget Amendments - Exhibit A

The budget amendments reported in Exhibit A in the attached ordinance are associated with the: a) transfer of cash between funds and b) transfer of budget appropriations.

The types of transfers are grouped as follows:

- Lines 1-7 Cash Transfers between funds. These transfers are to zero out the General Fund, sub-funds that are supported primarily by the General Fund. The requested transfers consist of cash transfers between the Arena Special Revenue Fund, and the Zanjero Special Revenue funds to the General Fund, as revenues in these funds exceeded FY13-14 budget estimates. The remaining cash transfers are necessary to support the various sub-funds and cover deficit fund balances in these funds at fiscal year -end.
- Lines 8-13 Appropriation Transfers between funds. Line 8 represents a transfer appropriation to the Employee Benefits Fund for FY13-14 expenditures in excess of budget due primarily to higher than anticipated claim costs. No cash transfer is needed as the Employee Benefits fund is adequately funded through employee and employer contributions. Line 9 represents a transfer for increased appropriation needed for the use of the LTAF funding for Fixed Route Service. This expense was originally budgeted in the Transportation Sales Tax Fund; subsequently, the expense was partially funded through LTAF, requiring additional budget appropriation in the proper fund. Lines 10 through 13 represent the FY12-13 unspent Council District funds that are requested to be carried-forward to FY13-14. An overview of the carry-forward process was presented at the September 2, 2014 Council Workshop.

This is the third request for FY13-14 Council approved transfers. Any additional transfers identified by staff during the FY13-14 external audit process may be brought forward to Council for approval at a future voting meeting.

Previous Related Council Action

At the voting meeting on May 27, 2014 Council approved the first FY 13-14 fourth quarter budget amendment Ordinance No. 2895 New Series, supporting the Financial Policy on Appropriation and Cash Transfers.

On December 10, 2013, Council approved Resolution 4759 New Series supporting the Financial Policy on Appropriation and Cash Transfers.

Budget and Financial Impacts

The City of Glendale's total FY13-14 budget appropriation across all funds remains unchanged. The FY13-14 budget amendments shown in Exhibit A of the attached ordinance are associated with the movement of cash or appropriation authority between departments and funds.

Capital Expense? No

Budgeted? No

Requesting Budget or Appropriation Transfer? Yes

If yes, where will the transfer be taken from?

ORDINANCE NO. 2908 NEW SERIES

AN ORDINANCE OF THE COUNCIL OF THE CITY OF
GLENDALE, MARICOPA COUNTY, ARIZONA,
AUTHORIZING THE TRANSFER OF APPROPRIATION
AUTHORIZATION BETWEEN BUDGET ITEMS IN THE
ADOPTED FISCAL YEAR 2013-2014 BUDGET.

WHEREAS, Glendale City Charter, Article VI, Sec. 11, authorizes the City Council, by ordinance, to transfer any unencumbered appropriation balance or portion thereof from one office, department or agency to another.

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

SECTION 1. That the following transfers of appropriation authorization in the adopted Fiscal Year 2013-2014 budget are hereby authorized:

[See Exhibit A attached hereto and incorporated herein by reference.]

PASSED, ADOPTED AND APPROVED by the Mayor and Council of the City of
Glendale, Maricopa County, Arizona, this _____ day of _____, 2014.

MAYOR

ATTEST:

City Clerk (SEAL)

APPROVED AS TO FORM:

City Attorney

REVIEWED BY:

City Manager

FY 2013-14 Budget Amendment Ordinance - Exhibit A - 3rd Pass

Reason for Transfer	Date	Transfer From...					Transfer To...						
		Fund	Rollup	Div	Division Description	Acct	A=Approp C=Cash	Amount	Fund	Rollup	Div	Division Description	Acct
1 Zero out Arena Fund, xfer to GF (MPC debt	06/30/14	1780	100	01780	Arena Special Rev.	701000	C	\$ 5,274,954	1000	100	01000	General Fund	601780
2 Zanjero Special Revenue Funds to GF	06/30/14	1770	100	1770	Zanjero Special Revenue	701000	C	\$ 156,653	1000	100	01000	General Fund	601770
3 Contribute Cholla District Funds to Streets	06/30/14	1000	100	01000	General Fund	701340	C	\$ 15,000	1340	632	01340	Transportation	601000
4 Transfer from GF to cover negative fund ba	06/30/14	1000	100	01000	General Fund	701282	C	\$ 141	1282	221	01282	Arena Events	601000
5 Transfer from GF to cover negative fund ba	06/30/14	1000	100	01000	General Fund	701281	C	\$ 217	1281	100	01281	Stadium Events	601000
6 Transfer from GF to cover negative fund ba	06/30/14	1000	100	01000	General Fund	701283	C	\$ 97,828	1283	100	01283	Camelback Ranch	601000
7 Transfer from GF to cover negative fund ba	06/30/14	1000	100	01000	General Fund	701740	C	\$ 96,317	1740	100	01740	Civic Center	601000
Sub-Total Cash Transfers:								\$	5,641,111				
8 Benefits Trust Fund approp needed	06/30/14	2210	805	91017	Fund 2210 CIP Reserve	510200	A	\$ 764,000	2580	191	18210	Benefit Programs	540600
9 Utilities at GRPSTC	06/30/14	1000	620	13460	PW-Field Ops/Custodial Svcs.PS	500400	A	\$ 35,000	2530	620	13480	Field Ops- PS Training/Facilities	513400
10 Reclassed LTAF expense to proper fund	06/30/14	1660	632	16540	Transportation Fixed Route	518200	A	\$ 639,000	1650	632	37208	Transportation -LTAF II Fixed Rou	518200
11 Civic Center Operating Cost	06/30/14	1000	154	10810	Communications	500200	A	\$ 13,560	1740	431	11710	Civic Center	500200
12 Carry forward council district funds FY 13	06/30/14	1000	221	11320	Finance- Accounting Svcs.	500200	A	\$ 4,076	1000	112	10130	Council Office-Barrel	521000
13 Carry forward council district funds FY 13	06/30/14	1000	221	11320	Finance- Accounting Svcs.	500200	A	\$ 1,112	1000	112	10140	Council Office Sahuaro	521000
14 Carry forward council district funds FY 13	06/30/14	1000	221	11320	Finance- Accounting Svcs.	500200	A	\$ 14,344	1000	112	10150	Council Office -Cactus	521000
15 Carry forward council district funds FY 13	06/30/14	1000	221	11320	Finance- Accounting Svcs.	518200	A	\$ 16,959	1000	112	10160	Council Office - Yucca	521000
Sub-Total Operating Transfers:								\$	1,488,051				
16 Prepayment of Water/Sewer G.O. bonds	06/30/14	2360	245	11904	Fund 2360 Contingency	510200	A	\$ 4,287,000	2380	900	89950	1976 A Water/Sewer Debt	561200
Sub-Total Debt Transfers:								\$	4,287,000				
Total Cash Transfers:								\$	5,641,111				
Total Appropriation Transfers:								\$	5,775,051				